

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CGH

DATE (MM/DD/YYYY)

12/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|---|--------------|--|
| PRODUCER Garrett-Stotz Company 1601 Alliant Avenue Louisville, KY 40299 William A. Kantlehner, III | 502-415-7000 | CONTACT NAME: Sally Belden |
| | 502-415-7001 | PHONE (A/C, No, Ext): 502-415-7032 FAX (A/C, No): 502-415-7001 |
| | | E-MAIL ADDRESS: sbelden@garrett-stotz.com |
| | | PRODUCER CUSTOMER ID #: NESBI-1 |
| | | INSURER(S) AFFORDING COVERAGE |
| INSURED Nesbitt Engineering, Inc. 227 N. Upper St Lexington, KY 40507-1016 | INSURER A: | Amerisure Mutual Insurance |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---------------------------------|---------------|-------------------------|-------------------------|---|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | CPP2071738 | 09/15/12 | 09/15/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | X | CA2071740 | 09/15/12 | 09/15/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE | | CU2071743 | 09/15/12 | 09/15/13 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | WC20717142 | 09/15/12 | 09/15/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder listed as additional insured in regards to general liability and auto liability. Primary and non-contributory coverage provided under the GL if required in written contract.

| | |
|--|---|
| CERTIFICATE HOLDER Jeffrey K Rice, PMP, Proj Mgr Lexington-Fayette Urban County Government 125 Lisle Industrial Ave 180 Lexington, KY 40511 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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CERTIFICATE OF LIABILITY INSURANCE

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| PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223 | CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--|--|--|-------------------------------|--------|--|-------|------------|--|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Beazley Insurance Company, Inc. | 37540 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
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| INSURER A: Beazley Insurance Company, Inc. | 37540 | | | | | | | | | | | | | | |
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| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Nesbitt Engineering, Inc. 227 North Upper Street Lexington, KY 40507 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | V1054F120301 | 02/01/2012 | 02/01/2013 | Each Claim 2,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

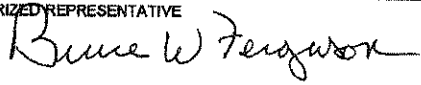
| | |
|---|--|
| CERTIFICATE HOLDER Jeffrey K. Rice, PMP, Project Manager Division of Water Quality Lexington-Fayette Urban County Government 125 Lisle Industrial Ave., Suite 180 Lexington, KY 40511 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

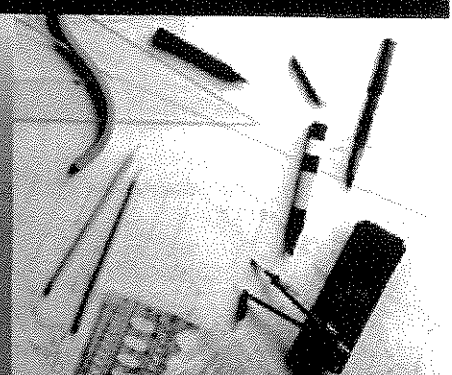
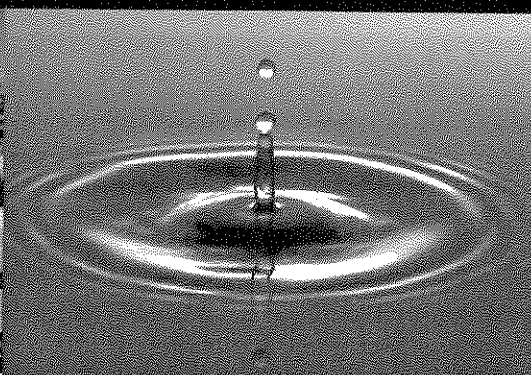


nesbitt engineering, inc.

November 2012

Lexington-Fayette Urban County Government

*RFP #33-2012 Engineering Services for Category 2
Dig and Replace Pipelines
Statement of Qualifications
For Engineering Services*



SUBMITTED TO:
Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

PREPARED BY:
Nesbitt Engineering, Inc.
227 N. Upper Street
Lexington, KY 40507-1016
859-233-3111

Providing
Proven
Solutions Since 1976

Firm Submitting Proposal: Nesbitt Engineering, Inc.

Complete Address: 227 North Upper Street, Lexington, KY 40507

Contact Name: Paul D. Nesbitt Title: President

Telephone Number: (859) 233-3111 Fax: (859) 259-2717

Email Address: pnesbitt@nei-ky.com



November 13, 2012

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

Re: RFP #33-2012
Category 2 (Dig and Replace Pipelines)

Dear Sir:

On behalf of Nesbitt Engineering, Inc. and our DBE Subcontractor, Allen Engineering, please find enclosed our response to RFP #33-2012. Our firms would like to be considered for Category 2 (Dig and Replace Pipelines). As required by the Request for Qualifications, please find enclosed (1) original master copy, (1) electronic copy and (7) duplicate copies of the proposal prepared by Nesbitt Engineering, Inc.

Preparing for the submission of the enclosed Statement of Qualifications, Nesbitt carefully reviewed the criteria included in the Request for Qualifications and has only elected to respond to categories for which we have extensive experience and a proven record of success in project completion. If any questions arise regarding the qualifications of our firm or specific project details, please do not hesitate to call.

Our entire staff and operations are consolidated in our Lexington, Kentucky office facility. Nesbitt Engineering, Inc. is a 100% Lexington-Fayette firm. All work awarded to our firm will be completed by our office and our DBE subcontractor, located in Lexington, Kentucky.

We are pleased to have the opportunity to submit our qualifications to the Lexington-Fayette Urban County Government. We and our DBE partner are prepared to begin work immediately and look forward to hearing of the selection made for this RFQ.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul D. Nesbitt', with a horizontal line extending to the right.

Paul D. Nesbitt, MBA, PE, PLS
President

Enclosure

2. Firm Qualifications

"I would recommend Nesbitt Engineering to any government entity for any sewer or water project"

Honorable Kent Clark
Madison County Judge Executive

Why Nesbitt?

Established in 1976, Nesbitt Engineering, Inc. is small, locally owned civil and environmental engineering firm located in Lexington, Kentucky. Our primary area of practice is focused on the design of both new and rehabilitation of water and wastewater systems for municipalities and water districts. In addition, our firm provides professional engineering services to the private sector, including the solid waste industry. In many cases, our professional expertise in the design of water and wastewater systems is often incorporated into our private sector environmental projects.

Operating as a small, local firm in a competitive environment of larger, national firms, Nesbitt Engineering, Inc. has established a business niche of providing individual, personalized service to a sustained list of long-term clients. We work with our clients on a daily basis, making every effort to keep abreast of their needs while also staying attuned to state and national funding and regulatory issues which may have a direct impact on the operations of their individual systems. We regularly attend council and board meetings, and represent our clients, as directed, at various regional meetings.

The employees of Nesbitt Engineering, Inc. are local residents, living within the boundaries of the Bluegrass Area Development District. Our strategic Lexington location affords our firm the opportunity to maintain our office headquarters in a central Kentucky location, while permitting our employees to travel to other areas of the state on short notice and within a few hours drive time.

Operating as a small firm with local "on-site" ownership, Nesbitt Engineering, Inc. enjoys the flexibility of making immediate decisions regarding employees and workloads. Constant communications within our management insures that adequate staff resources are devoted to projects to guarantee deadlines are met; thereby preventing costly project delays. Most importantly, our local presence encourages a direct line of communication with our clients fostering personal service and attention to important details.

General Qualifications

Nesbitt Engineering, Inc. has provided professional water and wastewater system design for over 35 years. In recent years, many of these projects have been focused on the repair and rehabilitation of decades old wastewater collection systems, some of which were originally

constructed in the coal camps of Eastern Kentucky near the turn of the last century. We are familiar with the specific issues related to repair and rehabilitation projects and our work in the City of Jenkins has received accolades from the Appalachian Regional Commission and the Department of Local Government in Frankfort.

Qualifications Specific to Contract 2—Dig and Replace Pipeline Projects

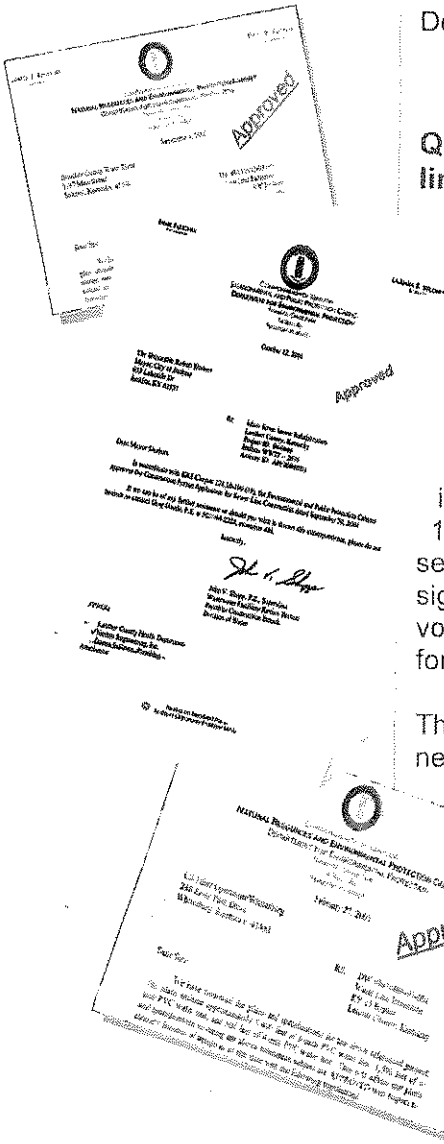
Example – Lexington Fayette Urban County Government (LFUCG)
Meadows-Northland-Arlington Phase 3 Sewer Replacement Project.
\$1,114,494

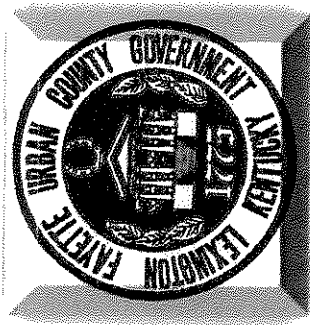
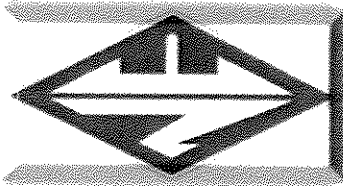
This project involved a three-block area on the northeast side of Lexington, just inside New Circle Road. The neighborhood, consisting of 162 properties had a long history of stormwater flooding and sanitary sewers backing up into homes. Nesbitt Engineering was hired to design a 2-phase approach to solve the problem. The first phase involved lowering the existing 8" sanitary sewers in place to make room for the second phase involving enlarging the storm sewers.

This challenging project required working closely with LFUCG personnel, consulting engineers performing similar redesign upstream of the project, and with the homeowners affected by the project. Sanitary sewer design required detailed attention to multiple buried utilities, and to future stormwater improvements.

Although the sewers already existed, there were no public records of described easements for them. Prior to disturbance of any private property, LFUCG felt it was best to obtain and record easements to avoid any possible challenges during the construction phase. Toward these ends, Nesbitt Engineering prepared easement drawings and assisted LFUCG in obtaining them.

In 2005, the sanitary sewer construction project commenced. Nesbitt Engineering remained involved in the project, facilitating monthly progress meetings, reviewing pay estimates and assisting with project close-out activities. Today, this neighborhood has new and much improved sanitary sewers, storm collection and detention facilities and roads.





**Lexington Fayette Urban
County Government**

Nesbitt Engineering, Inc.
100% Lexington Owned, Operated and
Located Firm
Paul D. Nesbitt, MBA, PE, PLS
President

Jim Wade, PE
Vice-President and Project
Manager

Mark Feibes, PE
Project Manager
Sanitary Sewer Design and
Permitting

Allen Engineering
Surveying and Design Assistance
Local Certified DBE Business
Goal: 10% of Contract

Bill McGregor, PE
Project Engineer
Storm Water Design and
Permitting

B. Wayne Simmons, PE
Project Engineer
Storm Water Design and
Permitting

Jill C. White
Senior Engineering
Technician

Matt Steen
Senior Engineering Technician

Kevin Collins
AutoCad and Information
Technology Specialist

Ken Reid
Construction Observation

Paul D. Nesbitt, MBA, PE, PLS



President/Project Manager

SUMMARY

President of his namesake firm for more than three decades, Paul is known for his engaged leadership style and skilled business acumen. He actively directs project managers and lends knowledge and support to their project teams. Nesbitt Engineering serves government and private sector companies throughout Kentucky. Under his guidance, the company has completed multi-million dollar infrastructure projects while keeping a "hands-on", personal approach to each project. Paul believes the company's size also allows for better quality control. "I've never believed in growth just for growth's sake", he states. "We've positioned ourselves as an important alternative to nationally franchised engineering companies—our size allows us to focus on each client individually."

"We've positioned ourselves as an important alternative to nationally franchised engineering companies—our size allows us to focus on each client individually."

EDUCATION

B.S. Engineering (1971)
University of Michigan

M.B.A.
Xavier University (1985)

REGISTRATIONS

- Professional Engineer—KY #9362
- Professional Geologist—KY 2175
- Professional Land Surveyor—KY #1930
- Certified Contained Landfill Manager

Office Location:

227 North Upper Street
Lexington, Kentucky

Paul's experience includes planning and designing subdivisions, sewage collection systems and treatment plants, sanitary landfills, and water treatment and distribution systems. While serving as City Engineer in Hazard, KY, he taught courses in land surveying, mining law and regulations, coal preparation and statistics at Hazard Community College. He went on to develop and teach the educational seminar, Groundwater and Surface Water Hydrology, for the U.S. Forest Service, through the Federal Office of Surface Mining, traveling to more than twenty states to conduct the training. Paul's articles have appeared in numerous publications and he co-authored the book, *Madison on Real Property Boundary Law*.

In 2009, he received the 2009 Excellence in Entrepreneurship Award, presented by the Center for Rural Development, in partnership with Eastern Kentucky University's College of Business and Technology and the Kentucky Highlands Investment Corporation.

As President of Nesbitt Engineering, Inc., Paul Nesbitt was directly involved in the management of each project outlined in Section 5 of this Statement of Qualifications. Mr. Nesbitt's role included project conception, client contact, project budgeting, oversight of design and quality control.

Mark H. Feibes, PE



Project Manager

SUMMARY

An experienced wastewater engineer and a seasoned Project Manager, Mark Feibes manages, directs and helps grow the municipal and commercial wastewater section of Nesbitt Engineering, Inc. Mark writes and updates regional facilities plans; conducts sewer investigations; and is involved in the study, design, and construction phase of projects involving wastewater and water systems. His particular area of expertise is in wastewater treatment, sewer collection systems, pumping systems and hydraulic modeling. He performs and verifies detailed design calculations, prepares plans and specifications, coordinating with other NESBITT project teams and with subcontracted architectural, structural, mechanical and electrical engineers. Mark's previous experience in water and wastewater operations and management provides him with a unique perspective among consulting engineers, in that he has first hand knowledge of issues facing municipalities on both a daily and long-term basis. As a result, he greatly values the institutional knowledge and opinions of his client's staff. His position is also in frequent contact with regulatory and funding agencies, involving a broad range of tasks from compliance issues to grant and loan applications. Key projects include:

"Mark directed the project team that completed the initial investigation and rehabilitation design of the City of Jenkins' Main Street Sewer System."

EDUCATION

- Drexel University, Philadelphia, PA
M.S., Environmental Engineering,
(1986)
- Speed Scientific School, University
of Louisville, Louisville, KY, B.S.
Chemical Engineering (1983)

PROFESSIONAL REGISTRATIONS

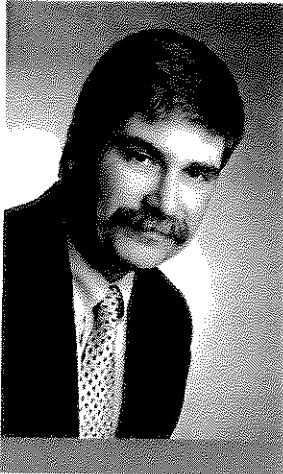
Registered Professional Engineer

- Kentucky
- Indiana
- Pennsylvania
- Class IV Wastewater Operator's
License—Indiana

- **Northern Madison Co Sanitation District**—1.0 Million gallon per day wastewater treatment plant and associated sewage collection system. One of the first treatment plants in Kentucky to utilize a state of the art Sequencing Batch Reactor process, the project also involved an extensive SCADA system for automation and monitoring, giving the operator access to critical treatment plant and pump station operational data via computer and alerting an operator 24/7 of alarm conditions via an automatic dialing system.
- **City of Jenkins**—An extensive sewer investigation and rehabilitation project to repair the Main Street Sewer, significantly reducing the amount of infiltration and inflow into their system. A multi-faceted construction project involving manhole replacement and repairs, and in-place sewer lining followed the study.
- **Perry County Sanitation District #1**—completed a Regional Facilities Plan update. Certain portions of the 20-year Plan completed in 2003 have since been enacted. Those include a pump station rehabilitation project involving repair or replacement of eight pump stations and associated piping, and design of a collection system and 0.15 million gallon per day wastewater treatment for an underserved region of the county.

Mark Feibes provide the lead design and project management services for each of the Projects listed in Section 5 of this RFQ document.

Bill McGregor, PE



Project Engineer

EXPERIENCE

With over 30 years of diverse hydrology, environmental and mining experience, Bill's expertise includes storm sewer, detention pond design, digital terrain modeling and volumetric calculations, as well as, mine planning and permitting, project evaluation, operations management, cost control, and construction/startup and reclamation of surface coal projects. Recent experience includes:

Hydrology and Environmental

Completed design of all drainage inlet, storm water detention basins, sub-watershed study and best management practices for a subdivision containing 340 single residential lots, inside the city limits of Richmond, Kentucky. Bill assisted in the development of the HEC-RAS evaluation of a new entrance bridge and fill area along the front of the subdivision.

- Upgrade of a storm water network for an existing residential neighborhood in Lexington Kentucky. This design was particularly challenging because of the many limiting factors inherent to a completely developed area. This portion of the watershed was the confluence of several other surrounding storm water upgrade projects, which significantly increased the complexity of the design.
- Responsible for design and review of construction for drainage structures on a subdivision containing 159 single family residential lots in Northern Madison County, Kentucky. The construction included several Division of Water structures to decrease peak storm water runoff. The project also included the development of an offsite mitigation plan for the Corps of Engineers.
- Storm water sewer design on a section of US 191 for the City of Campton.
- Various stream crossing designs in eastern Kentucky that require a HEC-RAS analysis.
- Completed design of drainage control of a proposed 3.7-mile paved access road that met Kentucky Transportation Cabinet specifications.

Bill McGregor provided design computer modeling and design support assistance for the projects outlined in Section 5 of this RFQ document.

EDUCATION

BS in Civil Engineering, University of Kentucky, 1976-1980

PROFESSIONAL REGISTRATIONS/LICENSES

- Professional Engineer, KY, OK, CO
- MSHA Approved Instructor

TRAINING

- REAME, SEDCAD+, AutoCAD, Pipe2000, HEC-RAS, HEC-HMS
- Numerous and varied continuing education and professional development seminars since becoming licensed

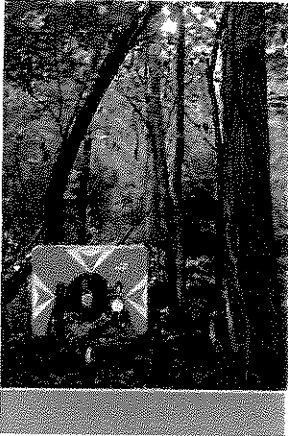
MEMBERSHIPS

- Kentucky Society of Professional Engineers

Office Location:

227 North Upper Street
Lexington, Kentucky

Allen Engineering



Allen Engineering
2509 Lenlake Drive
Lexington, KY 40513

(859) 229-7376

Email:
lmallen2509@yahoo.com

MWBE/DBE
Certified Firm

SURVEYING

Allen Engineering was formed in 1980 and incorporated in 1998. The firm is certified and pre-qualified as a DBE by the Kentucky Department of Transportation both as a consulting engineer and as contractor. In addition, the firm is listed with the Lexington-Fayette Urban County Government Division of Central Purchasing as a MWBE firm. Allen Engineering is licensed with the Commonwealth of Kentucky in Civil Engineering and Land Surveying and is licensed with LFUCG.

Lilli M. Allen, President of Allen Engineering, provides services as a party chief for the survey crew, construction manager on site overseeing some pipeline construction, erosion control and project procurement. Lilli has a diverse background in the engineering business, working for multiple firms prior to the formation of Allen Engineering in 1998.

Rondal G. Allen, PE, PLS serves as Vice-President of the firm with a BS and MS in Civil Engineering from the University of Kentucky. Mr. Allen is in charge of all Autocad work for development plans and has extensive experience in project management. As a consulting engineer and land surveyor, Mr. Allen brings to the firm experience with the private sector, state and local government and LFUCG construction projects.

Current surveying and staking projects for Allen Engineering include roadways in Boone and Kenton Counties, Grant County, Scott County, Shelby County, Hardin County, Rowan County and Marion County, a future hospital in Clark County, the site for an assisted living facility, and some miscellaneous sidewalk and concrete projects.

The personnel of Allen Engineering have completed the Storm Water Pollution Prevention Plan Preparer's Course (SWPPP) and have two Kentucky Erosion Prevention and Sediment Control Qualified Inspectors. The firm has just signed a contract to provide KPDES Permit and Erosion Control Inspection on projects in Bullitt, Franklin, and Woodford Counties.

RISK MANAGEMENT PLAN

Nesbitt Engineering, Inc. currently employs 16 full-time employees, including six full-time professional engineers. At the present time, the firm employs one semi-retired professional engineer on a part-time or "as needed" basis.

First and foremost, should a dire circumstance arise that would require the implementation of a risk management plan, *the issue would immediately be brought to the attention of and discussed with the staff of LFUCG*. Internally, Nesbitt Engineering, Inc. would move forward with the following measures:

1. Examine the workload and commitments of existing staff and reallocate workload as necessary to meet the obligation.
2. Should the workload dictate, our part-time engineer would be asked to return to full time service.
3. If the necessary expertise is not available "in-house" or should our workload exceed our capacity, contact would be made with another pre-qualified, local engineering firm to allow for seamless completion of the work.
4. If the issue includes the non-availability of our DBE subcontractor, another firm on the pre-qualification list will be contacted.
5. Nesbitt Engineering, Inc. maintains regular contact with other exceptionally capable engineering firms outside of the Bluegrass ADD Region. If necessary, Nesbitt has relationships in place to contract with another firm of comparable experience to complete the workload commitment.
6. Should a catastrophic loss of staff occur, Nesbitt Engineering, Inc. will pursue all available means of recruitment to fill the lost positions with other qualified and experienced employees, while contracting with another pre-qualified firm to complete the original commitment to LFUCG.

4. List of Clients for Which Similar Work has Been Performed

| Client and Contact Info | Similar Projects |
|---|--|
| <p>City of Beattyville Mayor John Smith (606) 464-5007 John.smith@omnicare.com</p> | <ul style="list-style-type: none"> • Highway 11 North Sewer Project • City of Beattyville North Area PRIDE Project • City of Beattyville Southside PRIDE Project • City of Beattyville Highway 52 PRIDE Project |
| <p>City of Jenkins Mayor G.C. Kincer (606) 832-2141 gckincer@gmail.com</p> | <ul style="list-style-type: none"> • Jenkins Phase I, II and III Sewerline Replacement Projects |
| <p>Perry County Sanitation District No. 1 Bobby Brown, Chairman Phone: sfbobcat@gmail.com</p> | <ul style="list-style-type: none"> • PCSD1 Sewer Lift Station Rehabilitation and Replacement |
| <p>Lexington-Fayette Urban County Government Mr. Bill Bowie (859) 258-3410 billb@lfucg.com</p> | <ul style="list-style-type: none"> • Meadows-Northland Arlington—Phase 3 • Sewer Redesign • Whitemark Court, Lilydale Court • Meadow Park, Oakhill, Shawnee Streets • Tanforan Drive • Old Paris Road and Deroode Streets • Waco Road Pump Station • ARRA Waterline Replacement |
| <p>Northern Chase Development Kevin Payne, Developer (859) 624-9622 kevinlpayne@aol.com</p> | <ul style="list-style-type: none"> • Union Crossings Gravity Sewer • Shiloh Pointe Wastewater Collection (small pumps) |
| <p>City of Jackson Mayor Rose Wolfe (606) 666-7069 rosewolfe13@yahoo.com</p> | <ul style="list-style-type: none"> • Pump Station Rehabilitation Project |
| <p>City of Glasgow/Glasgow Regional Landfill Alvie Morgan (270) 678-4302 amorgan@cityofglasgow.org</p> | <ul style="list-style-type: none"> • 2 Pump Station Projects • Sewer Force Main Design and 3 Pump Stations |
| <p>Northern Madison County Sanitation District Elliott Turner, Superintendent (606) 626-0431 nmcsdelliott@bellsouth.net</p> | <ul style="list-style-type: none"> • Boonesboro Force Main and Pump Station • Simpson Lane Wastewater System • Terrell Wastewater Collection • US 25 Force Main & Gravity Sewer • Clays Ferry Estates Wastewater Collection System • Shiloh Point Wastewater Collection System • Union Crossing Gravity Sewer |

Contract 2 - Dig and Replace

| Client Name | Project Name | Services Provided | Project Description | Construction Cost |
|---|---|--|--|-----------------------|
| City of Beattyville, KY | KY 11 North Sewer Line Extension | Design, Surveying, Hydraulic Analysis, Lift Station Rehabilitation, & Construction Observation | New lift station, rehabilitation of 2 existing lift stations, 103,000 LF of Force Main 4-inch and smaller, 175 grinders, 3,400 LF of 8-inch Gravity Sewer, 11 manholes | \$2,167,348 |
| City of Georgetown, KY | Sims Road Landfill | Design, Construction Observation, R-O-W acquisition | 10,600 LF of 3" force main; 18,000 LF of 12" force main; 4 pump stations, 7,500 LF of gravity sewer | \$2.4M |
| KY Finance and Admin Cabinet | Floyd County Landfill Sewer | Design, Construction Observation, Surveying, Easement Acquisition | New force main, gravity sewer and three pump stations to the City of Marlin WWTP | \$2,134,170 |
| Ky Finance and Administration Cabinet | Floyd County Landfill | Design, Resident Observation, R-O-W acquisition | Landfill cap; leachate holding lagoon; 2,600 LF of 10" gravity sewer; 10,000 LF of 3" force main; 2 pump stations | \$2.9M |
| Lexington-Fayette Urban Co. Govt. | Meadows-Northland-Arlington, Phase 3 | Design, Surveying, Construction Phase Engineering Assistance | Gravity sewer replacement (lowering to allow for expansion of storm sewer system) | \$1,114,494 |
| Lexington-Fayette Urban Co. Govt. | Bark Alley, Post Oak Road & Tanforan Drive Sewers | Design, Surveying, Construction Phase Engineering Assistance | Gravity sewer replacement and preparation of as-built drawings for existing sewers | \$35,000 |
| Northern Chase Development | Union Crossings, Richmond, KY | Design, Surveying | Gravity sewer for 104 homes | Awaiting Construction |
| Northern Madison County Sanitation District | NEI# 934-13 Regional Wastewater Treatment Plant Collection System | Design, Construction Observation, Surveying, Easement Acquisition | Installation of gravity sewer, force main, manholes and duplex pump station. | \$2,958,342.00 |
| Northern Madison County Sanitation District | NEI# 934-13 Simpson Lane Wastewater System | Design | Installation of approximately 1500 lf of gravity sewer, 11,600 lf of force main, 15 manholes and duplex pump station. | \$550,000 est. |
| Northern Madison County Sanitation District | NEI# 934-22 Terrell Wastewater Collection | Design, Construction Observation, Surveying, Easement Acquisition | Installation of approximately 10,000 lf of gravity sewer and 49 Manholes. | \$999,000 |
| Northern Madison County Sanitation District | NEI# 934-30 US-25 Force Main & Gravity Sewer | Design, Construction Observation, Surveying, Easement Acquisition | Installation of approximately 2200 lf of gravity sewer, 12 manholes, 9400 lf of force main and duplex pump station. | \$442,359 |
| Northern Madison County Sanitation District | NEI# 934-32 Ft Boonesboro Force Main & Pump Station | Design | Installation of approximately 1500 lf of gravity sewer, 11,600 lf of force main, 15 manholes and duplex pump station. | \$2,000,000 est. |
| Northern Madison County Sanitation District | NEI# 934-33 White Hall Shrine Wastewater Collection | Design, Construction Observation, Surveying, Easement Acquisition | Installation of approximately 1300 lf of gravity sewer, 5 manholes, 2300 lf of force main and duplex pump station. | \$420,420 |

Contract 2 - Dig and Replace

| Client Name | Project Name | Services Provided | Project Description | Construction Cost |
|---|---|---|---|-------------------|
| Northern Madison County Sanitation District | NE# 934-34 Clays Ferry Estates Wastewater Collection System | Design, Construction Observation, Surveying, Easement Acquisition | Installation of approximately 4150 lf of gravity sewer and 25 manholes. | \$264,565 |
| Northern Madison County Sanitation District | NE# 934-37 Shiloh Crest Wastewater Collection | Design | Installation of approximately 4750 lf of gravity sewer and 33 manholes. | \$150,000 est. |

6. Local Office

History of Nesbitt Engineering, Inc. and Local Presence in Lexington, Kentucky



- Established 1976
- Lexington, Kentucky headquarters established in 1978
- 100% Locally owner and operated in Lexington, Kentucky
- Allen Engineering, DBE Partner, 100% Lexington firm
- Employees are active in the Lexington-Fayette County community
- Nesbitt Engineering, Inc. provides 16 professional and skilled technical support jobs in Lexington

Nesbitt Engineering, Inc. was formed and began business in Hazard, Kentucky over 35 years ago. The firm quickly began to grow and in 1978 expanded to its present headquarters in Lexington, Kentucky; operating for a number



of years in Hazard, Prestonsburg and Lexington. The founder of the firm, Paul D. Nesbitt, originally began his career in the engineering industry as a resident and City Engineer of Hazard, Kentucky.

As the company evolved through both changes in the engineering business and the advent of electronic communications, Lexington has become the center focus for the operations of Nesbitt Engineering, Inc. The physical location of our office in Lexington, allows for immediate access to funding and regulatory agencies, while also providing a strategic base for dispatching employees out into other areas of the state in a timely manner. Our employees and their families are active members of the Lexington-Fayette County community. We live here, shop here and educate our children here, thus the employees of our firm have a vested interest in the betterment of our overall community.

100% of all engineering services provided by Nesbitt Engineering, Inc. are performed at our office location at 227 North Upper Street. Our office facility was purchased and renovated by Paul D. Nesbitt, as one of the first properties to join in the renaissance of the neighborhood surrounding the Gratz Park area of Lexington. We are proud of our downtown office facility and are often welcome and entertain clients from across the state at our offices.

7. DBE Involvement

DISADVANTAGED BUSINESS INVOLVEMENT



- Established 1976
- Lexington, Kentucky headquarters established in 1978
- 100% Locally owner and operated in Lexington, Kentucky
- Allen Engineering, DBE Partner, 100% Lexington firm
- Employees are active in the Lexington-Fayette County community
- Nesbitt Engineering, Inc. provides 16 professional and skilled technical support jobs in Lexington

Nesbitt Engineering, Inc. is sincerely committed to providing equal employment opportunity and opportunities for professional growth for all employees regardless of race, sex, age, disability, national origin, religion or veteran status. Our internal employment policy states that no employee or applicant for employment will be subject to harassment or discrimination because of race, color, national origin, religion, age, disability, sex, or veteran status.

Recognizing the importance of this commitment, Nesbitt Engineering, Inc. is familiar with and supports the Lexington-Fayette Urban County Government goal that not less than (10%) of the total value of work conducted by the projects in this proposal will be subcontracted to DBE's. Nesbitt Engineering, Inc. has a professional relationship with a DBE firm and intends to subcontract 10% or more of each contract to that firm. Should the firm be unavailable, another local, certified DBE firm will be contacted and utilized accordingly.



**PROFESSIONAL ENGINEERING SERVICES
2012 HOURLY FEE SCHEDULE**

| <i>Classification</i> | <i>Rate Per Hour</i> |
|--|--------------------------|
| Construction Observation | \$47 |
| Engineering Technician | \$54 |
| Expert Witness | \$155 |
| Geologist-In-Training | \$57 |
| GPS Survey Technician | \$76 |
| Nuclear Density Technician | \$59 |
| PE and LS Certification | \$266 |
| Pipeline Inspector | \$47 |
| Principal of Firm | \$138 |
| Professional Engineering Certification | \$180 |
| Professional Land Surveyor Certification | \$133 |
| Professional Geologist | \$72 |
| Project Engineer | \$83 |
| Project Manager | \$109 |
| Registered Engineer | \$103 |
| Registered Land Surveyor | \$83 |
| Senior Engineering Technician | \$66 |
| Senior Professional Geologist | \$83 |
| Survey Crew Leader | \$54 |
| Survey Technician | \$37 |
| Survey Technician (rainout) | \$24 |
| Word Processing | \$44 |
| Mileage | .485¢ per mile |
| Direct Expenses | Cost + 15% |

AFFIDAVIT

Comes the Affiant, Paul D. Nesbitt, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Paul D. Nesbitt and he/she is the individual submitting the proposal or is the authorized representative of Nesbitt Engineering, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

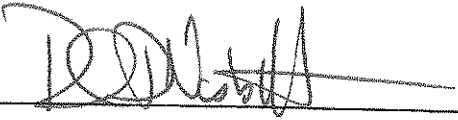
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Paul D Nesbitt on this the 12
day of November, 2012.

My Commission expires: 12-2012



NOTARY PUBLIC, STATE AT LARGE

AFFIRMATIVE ACTION POLICY STATEMENT

Our intent to complete an Affirmative Action Plan reflects NESBITT's sincere commitment to Equal Employment Opportunity for all employees and applicants for employment. Equal employment opportunity and opportunities for professional growth will be available to all employees regardless of race, sex, age (forty or above), disability, national origin, religion, or veteran status. According to our policy, no employee or applicant for employment will be subject to harassment or discrimination because of race, color, national origin, religion, age (forty or above), disability, sex, or veteran status.

This policy applies to all personnel actions, including but not limited to, recruiting, hiring, classification/compensation, benefits, promotions, transfers, layoffs, reinstatement, and educational programs. We expect full cooperation and assistance from everyone associated with hiring, developing and promoting personnel to achieve a diverse workforce of minority, women, and disabled employees at all levels.

This Affirmative Action Policy Statement is issued by Paul D. Nesbitt, MBA, PE, PLS, on behalf of Nesbitt Engineering, Inc. We expect the full cooperation and affirmation from all departments, managers, supervisors, and employees.



Paul D. Nesbitt, MBA, PE, PLS
President, Nesbitt Engineering, Inc.

Nov. 12, 2012

Date

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:


The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Nesbitt Engineering, Inc.

Name of Business

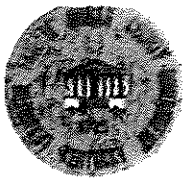
WORKFORCE ANALYSIS FORM

Name of Organization: Nesbitt Engineering, Inc

Date: 11 / 12 / 2012

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-----------|-----------|----------|--------|---|-------|---|-------|---|-----------|----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | |
| Professionals | 9 | 7 | 2 | | | | | | | 7 | 2 |
| Superintendents | | | | | | | | | | | |
| Supervisors | 2 | 2 | | | | | | | | 2 | |
| Foremen | | | | | | | | | | | |
| Technicians | 4 | 3 | 1 | | | | | | | 3 | 1 |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 1 | | 1 | | | | | | | | 1 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total: | 16 | 12 | 4 | | | | | | | 12 | 4 |

Prepared by: Sandra Dunahoo, Project Development Specialist
Name & Title



LFUCG MBE/WBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 33-2012

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

| MBE/WBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------------|-----------------------------------|------------------------------|
| 1. Allen Engineering 2509 Lenore Ct Lexington, Ky 40513 859.229.7362 LMAAllen2509@yahoo.com | Surveying | Unknown | 10% |
| 2. | | | |
| 3. | | | |
| 4. | | | |

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Allen Engineering Inc.
 Company
11-12-12
 Date

Debbie Allen
 Company Representative
President
 Title



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

September 27, 2012

Lilli Allen, President
ALLEN ENGINEERING, INC.
2509 Lenlake Court
Lexington, KY 40513

Dear Ms. Allen:

The Kentucky Transportation Cabinet, DBE Certification Committee, has determined that ALLEN ENGINEERING, INC. is a woman-owned business that remains program-eligible according to the existing standards established for certifying a Disadvantaged Business Enterprise (DBE) as outlined in 49 CFR Part 26. Therefore, your company's certification has been renewed to participate in the Kentucky Transportation Cabinet's DBE Program.

Your firm has been certified to perform the following item(s) of work: construction staking, preparing development plans, small civil engineering design projects, erosion control projects, storm, sanitary sewer, highway, street and bridge construction, civil engineering construction, poured and structure concrete. Absent a finding of noncompliance or a successful third party challenge, this certification will be up for renewal on September 30, 2015. Certification, however, shall expire immediately due to any change in the ownership or control of your firm. A revised Unified Certification Program (UCP) application must be submitted to this office within seven (7) days occurrence of any change in the firm's ownership and control.

You will be required to submit an affidavit annually to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26. An application for recertification must be submitted at least thirty (30) days prior to the expiration of this notice.

Sincerely,

Melvin Bynes
DBE Liaison Officer
Small Business Development Branch

MB/AIRT

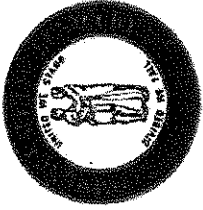
Enclosure



Steven L. Beshear
Governor

Mike W. Hancock, P.E.
Secretary
Kentucky Transportation Cabinet

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

ALLEN ENGINEERING, INC.

2509 Lenlake Court, Lexington, KY 40513

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

September 30, 2015

Renewal Date

A handwritten signature in black ink, appearing to be "C. [unclear]".

DBE Liaison Officer

Kentucky
UNBRIDLED SPIRIT™

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

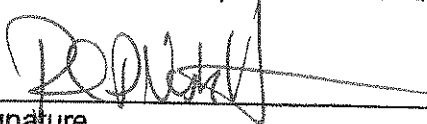
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

Nov. 12, 2012
Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

| Questions | Answers |
|--|--|
| Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct? | Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience. |
| Can you provide examples of similar type projects that will be included in Category 4? | Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems. |
| Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)? | Yes – Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum. |
| From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed. If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced | Yes – Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries). |

| | |
|---|--|
| wastewater project manager, would the Prime/Team receive the points for having a local project manager? | |
| In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub? | No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms. |
| Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ? | Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed. |
| Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP. | Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions. |
| A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services? | At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract. |
| It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list? | Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation. |
| As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County? | No – The proposer will be able to demonstrate and score points in other categories. |
| Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction? | Yes –see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed) |

| | |
|--|---|
| How will a firm be ranked if there is a joint venture? | DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements. |
| George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&I (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate? | Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above. Regarding the question on hourly rates, see the response to question No. 9 above. |

SPECIAL NOTE TO PROPOSER: Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.




Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Nesbitt Engineering, Inc.

ADDRESS: 227 North Upper Street, Lexington, KY 40514

SIGNATURE OF PROPOSER: 

**Hourly Rate Schedule
Remedial Measures Plan and Related Projects**

| Job Classification | Hourly Rate |
|---|--------------------|
| Principal | \$ 138 |
| Project Manager | \$ 109 |
| Project Engineer (PE) | \$ 103 |
| Project Engineer (EIT) | \$ 83 |
| Engineering Technician / CAD Technician | \$ 54 |
| Survey Crew | \$ 90 (DBE) |
| Clerical | \$ 44 |

Project Team Location(s)

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DWQ projects |
|-----------------------|------------------------|-------------------------|---------------------------|---|
| Headquarters | Lexington, KY | 1978 | 16 | 8 |
| Local Office | Lexington, KY | 1978 | | |
| PM Location | | | | |
| Subconsultants | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Attachment 2 - RFP Scoring Sheet

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

| Consultant Name: | | | | |
|--|---|-------------|-----------------------|----------------|
| Project Category: | | | | |
| Selection Criteria | Notes | Score (1-5) | Total Points Possible | Weighted Score |
| Overall expertise of the firm | Acceptable: at least 3 similar projects | | 5 | |
| Overall expertise of the Team members | Acceptable: at least 2 similar projects last 5 years | | 15 | |
| Past performance in the service category | Based on work for LFUCG and/or reference clients | | 20 | |
| Project Manager Qualifications | Acceptable: at least 3 similar projects last 5 years | | 20 | |
| Risk Management Plan | Acceptable: submits acceptable contingency plan | | 10 | |
| Office status and location of employees | 5.0 - Prime has Fayette Co. HQ | | 20 | |
| | 4.5 - Prime has "local" HQ | | | |
| | 4.0 - Prime has local office > 30 employees | | | |
| | 3.5 - Prime has local office ≤ 30 employees | | | |
| | 3.0 - Prime has non-local Kentucky HQ | | | |
| | 2.5 - Prime has non-local KY office | | | |
| Hourly Rates | 1.0 to 2.0 - Prime has no Kentucky office (consider distance) Acceptable: rates generally within 15% of the mean | | 10 | |
| Final Technical Score | | | 100 | |

Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects

- _____ Affidavit
- _____ Affirmative Action Plan
- _____ EEO Agreement
- _____ Workforce Analysis
- _____ Insurance

Comments:

| Description | Adjective | Numeric Rating |
|--|--------------|----------------|
| Fails to meet minimum requirements; major deficiencies which are not correctable | Unacceptable | 1 |
| Fails to meet requirements, significant deficiencies that may be correctable | Poor | 2 |
| Meets requirements; only minor deficiencies which can be clarified | Acceptable | 3 |
| Meets requirements and exceeds some requirements; no deficiencies | Good | 4 |
| Exceeds most, if not all requirements; no deficiencies | Excellent | 5 |

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC
ENGINEERING SERVICES AND
RELATED MATTERS**

**LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR**

CONSULTANT

OWNER

| | | |
|------------------|-------|--|
| | | Lexington Fayette Urban County Government |
| Street Address | _____ | 200 East Main Street |
| City, State, Zip | _____ | Lexington, KY 40507 |
| Contact Person | _____ | Charles Martin |
| Telephone | _____ | 859-425-2438 |
| Fax | _____ | 859-254-7787 |
| E-Mail | _____ | chmartin@lexingtonky.gov |
| Task Order Date: | _____ | |
| Task Name: | _____ | |
| Task ID: | _____ | |

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Remedial Measures Plan project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.
2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.
3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Owner and returned to Vernon Azevedo, P.E.
A fully executed copy will be returned to the Owner.*