

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2012

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 Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Michael Johnson PHONE (A/C No. Ext): (859) 233-1461 FAX (A/C No): (859) 281-9450 E-MAIL ADDRESS: mjohnson@altorstrick.com PRODUCER CUSTOMER ID #: 00001331	
INSURED MSE of Kentucky, Inc. 624 Wellington Way Lexington KY 40503		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance NAIC # 24198 INSURER B: Midwestern Insurance Alliance INSURER C: Victor O. Schinnerer & Co. Inc INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2012-2013 Updated Prof Li **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1035288	2/20/2012	2/20/2013	EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,00
							PERSONAL & ADV INJURY \$ 1,000,00
							GENERAL AGGREGATE \$ 2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			BA1035289	2/20/2012	2/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PIP-Basic \$ 10,00
	<input type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist BI single \$ 1,000,00
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU8892968	2/20/2012	2/20/2013	EACH OCCURRENCE \$ 3,000,00
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,00
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 5,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			P0014-MX120093016C	1/1/2012	1/1/2013	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$ 500,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,00
C	PROFESSIONAL LIABILITY			27-619-12-37	8/10/2012	8/10/2013	E.L. DISEASE - POLICY LIMIT \$ 500,00
	Deductible - \$40,000						EACH OCCURRENCE 1,000,00
							AGGREGATE 2,000,00

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

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
 200 East Main Street
 Lexington, KY 40507

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

Michael Johnson/ATJ 

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

Letter of Transmittal

November 12, 2012

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

RE: RFP #33-2012
Contract 2 – Dig and replace pipeline projects (includes pipes and manholes to be placed in new alignments)
Contract 4 – Pipeline, manhole, inlet and junction chamber rehabilitation projects
Contract 5 – Conventional small pump station designs (0 to 1000 gpm firm capacity)

To Whom It May Concern:

MSE of Kentucky, Inc. (MSE) is pleased to submit our Proposal in response to the Request for Proposals for the above referenced project. MSE is a multi-disciplined firm engaged in engineering, architecture, planning and related fields of activity. The firm was established in 1971 and currently maintains an office in Lexington, Kentucky. In its forty-one years of operation, the firm has grown in size and diversity.

MSE has selected those individuals from various disciplines who can contribute the most to the project and will commit them and all company resources to the project as necessary for its entire duration. In order to assure that there is complete overall project control and coordination, the Project Manager/Principal-in-Charge, assigned to this project is Glen Ross, P.E., President. MSE has also selected sub-consultants that we know by experience that will enhance our project development team.

Several individuals from the various disciplines will be required to assist as project team members. The project manager will coordinate all technical matters to ensure that the criteria and procedures are mutually understood and implemented. The project manager will hold regular meetings with the project team to review the progress and to formulate solutions to any problems that may arise. MSE has the experience, flexibility, responsiveness, and cost sensitivity required to successfully complete the project in a cost effective manner.

MSE has the professional capability to complete the work as required. Our commitment of personnel for current contracts is such that we will have qualified personnel available for assignment. Personnel from MSE's Lexington, Kentucky office will be responsible for your project. MSE of Kentucky's email address is mseinc@mselex.com. Thank you for your consideration of our proposal.

Sincerely,

MSE of Kentucky, Inc.

Firm Qualifications

MSE of Kentucky, Inc. (MSE) is a local firm that has been in business in Lexington since 1971. MSE is a multi-disciplined firm engaged in engineering, architecture, planning and related fields of activity.

MSE staff understands the problems facing the LFUCG's DWC. We are accustomed to working with smaller, rural communities in the Commonwealth which equate to the size of the neighborhoods requiring the proposed sewer and storm water projects in Lexington. We are aware of the sensitivities of utility construction to residents of the established neighborhoods. We also have a great amount of experience in dealing with homeowners for easement acquisition.

MSE has a vast of experience with the design of utilities in karst areas. For the last 10 years, MSE has worked as the planner and designer for the Kentucky Transpark in Bowling Green, KY. Development of this large, regional business park required the implementation of special storm drainage and development controls because of its location in Kentucky's best known karst area and its proximity to the environmentally sensitive Mammoth Cave National Park. MSE worked closely with Dr. Nicholas Crawford at the Center for Cave and Karst Studies at Western Kentucky University to develop and implement storm water control methods that utilize stormwater treatment units, stormwater detention and various methods of land application (infiltration ditches, leach fields, etc.) for treated stormwater discharges in order to avoid issues related to groundwater quality or point discharges into sinkholes. Design requirements have been defined in the "binding elements" established by the Planning Commission for the Kentucky Transpark and have been implemented with all of the subsequent projects developed at the Park including Bowling Green Metalforming (Magna), HOWA USA, Cannon Automotive, Bowling Green Technical College and others. Every development in the park is required to utilize advanced geophysical methods such as electrical resistivity and micro gravity surveys in addition to geotechnical investigations to analyze the impact of subsurface geology on the project development plan. In addition to developing the planning requirements for the Transpark, MSE's team has successfully performed the development plans for many of the park projects including all of the park infrastructure, storm drainage system including five stormwater detention and treatment facilities.

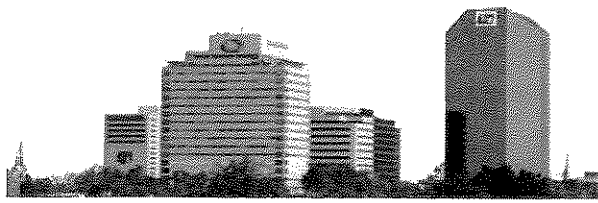
For the past 40 years, MSE has worked in Southeast Kentucky including the Somerset-Pulaski County area near Lake Cumberland. Nearly all of the Somerset area is associated with the highly soluble St. Genevieve Limestone and most of the city is drained by an underground network of solution channels connected to numerous sinkholes. MSE has designed numerous neighborhood storm drainage projects in Somerset as well as the Valley Oak Technology Park, Valley Oak Industrial Park and the Lake Cumberland Industrial Park all of which utilize stormwater detention structures and stormwater control systems associated with sinkhole discharges. The use of "dry well" construction methods for stormwater discharge is common in this area.

Hall-Harmon Engineers (HHE)

HHE is a woman-owned engineering firm specializing in Land Surveying.

Consulting Services Incorporated (CSI)

CSI is headquartered in Lexington, Kentucky and is ready to serve LFUCG's needs. The firm employs approximately 40 team members and our staff of Professional Engineers and ICC - certified Special Inspectors have over 300 years of combined experience in Geotechnical, Construction and Materials Engineering, Testing and IBC Special Inspection fields.



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Geotechnical and Engineering Services

- CSI can provide the following geotechnical and engineering services:
- Geotechnical Exploration/Soils Reports
- Site Assessments for Permitting/Civil Design
- Pavement Studies and Design
- Site Specific Seismic Studies for International Building Code (IBC)
- Geophysical Studies
- Soil & Rock Drilling/Sampling

Material Testing Services

This provides you with the knowledge our tests are being conducted by certified and qualified professionals. Our in-house materials laboratory is AASHTO (AMRL/AAP R-18), US Army Corp of Engineers and Kentucky Transportation Cabinet certified to provide testing for concrete, soils, aggregates, masonry, asphalt and steel.

IBC Special Inspection Services

Special inspections help to reduce costly failures by verifying the specified construction materials are used, their applications and the materials are constructed as per the design intent. Every CSI construction engineering professional is certified by the International Code Council as a special inspector. This provides you with assurance that your inspector has the building code knowledge required to understand and verify the code requirements. CSI does not say we provide Special Inspections, we do Special Inspections.

AFA Engineering, LLC, (AFA)

Established in 1969, AFA has three registered Mechanical Engineers and one registered Electrical Engineer, one recent graduate electrical engineer who holds an EIT registration and additional support staff of designers. The combined experience level equals over 80 years experience in design of nearly every type mechanical and electrical system used in the last 40 years. AFA is headquartered in Lexington, Kentucky.



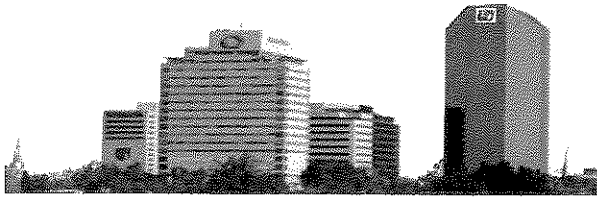
Project Team

Glen Ross, P.E., President/Principal (MSE) – Mr. Ross has been responsible for the assignment and coordination of MSE's personnel for more than 32 years. He is directly responsible for the oversight of the firm's work. Mr. Ross, who has an impressive background in Water Resources Planning and Design, also has been associated throughout his career with all aspects of the various activities under this proposal. Mr. Ross has the experience, authority and ability to see that each project is assigned the required expertise from our project team. His firsthand knowledge of project requirements will assure the smooth coordination of work assignments between project development team members. He follows each project in detail to make certain that the finished product meets the high standards of the firm. A sampling of project experience includes: Carrollton Regional Wastewater System Collection and New Regional WWTP Project, Carrollton, KY; Carrollton CARED Regional Sewer System Improvements/Extension Project, Carrollton, KY; Stanford WWTP Expansion, Stanford, KY; KY Transpark Sewers and Storm Water Control, Bowling Green, KY; Aisin Automotive Pump Station and Industrial Wastewater Pre-treatment Plant, London, KY; Southeast Regional Industrial Park; Corbin, KY; London-Laurel Industrial Park #4, London, KY; 4-Star Regional Industrial Park Sewer System, Henderson, KY; Paradise Park Regional Business Park Sewer System, Muhlenberg County, KY; Northeast Regional Business Park Sewer System, Ashland, KY; Clearview Commerce Complex Sewer System, Springfield, KY; MMRC Regional Business Park Sewer System, Morehead, KY; and Valley Oak Commerce Complex and Valley Oak Technology and Business Park Sewer System, Somerset, KY.

Ted Malone, P.E./Project Engineer (MSE) - Having been in the civil engineering design field for more than 30 years, Mr. Malone has a broad range of experience in all facets of wastewater systems design including pump stations, force mains, gravity and pressure sewers, sewer rehabilitation and repair projects and infiltration/inflow projects. Mr. Malone's responsibilities also include preparation of contract documents. A sampling of project experience includes: Carrollton CARED Regional Sewer System Improvements/Extension Project; Stanford WWTP Expansion, Stanford, KY; Paradise Park Regional Business Park Sewer System, Muhlenberg County, KY; London-Laurel Industrial Park #4 Sewer System, London, KY; 4 Star Regional Industrial Park Sewer System, Henderson, KY; Northeast Regional Business Park Sewer System, Ashland, KY; Slade/Nada Sewer System, Powell County, KY; Bonnieville Sewage Collection System, Bonnieville, KY; Salem Sewage Pump Station, Salem, KY; MMRC Regional Business Park, Morehead, KY; KCTCS Sanitary Sewer Extensions, Springfield, KY; Sanitation District #1 of Lewis County Wastewater Collection and Treatment System, Tollesboro, KY; and Rowland Community Sewers, Stanford, KY.

Alun L. Hwang, Ph.D., P.E. (MSE) - Dr. Hwang has been engaged in Water Resources engineering activities for over 35 years. He has experience in hydrologic and hydraulic engineering and economic analysis. Dr. Hwang is responsible for the development of hydrologic analysis for MSE's water resource department. In this capacity he is responsible for engineering and hydrologic work related to the studies and analysis of distribution networks to determine capacities of various system components for existing and future use condition. Dr. Hwang will be responsible for design of detention basins, equalization basins, water quality treatment units, hydrology routing and computer models.

Scott Taylor, P.E./Principal (MSE) - Mr. Taylor is responsible for the design and coordination of utility projects handled by MSE. He has over 30 years of experience as a P.E. in Hydrology. His responsibilities also include project management, design of facilities, preparation of plans, specifications and contract documents, general inspection, construction supervision and acquisition of pertinent State and Federal permits.



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Gary Simmons/Engineering Technician (MSE) - Mr. Simmons has many years experience in the design of Water Treatment Plants, Wastewater Treatment Plants and Wastewater Collection Systems. His responsibilities include utility design using CAD. A sampling of project experience includes: Carrolton CARED Regional Sewer System Improvements/Extension Project; Carrollton Regional Wastewater System Collection and New Facility Project, Carrollton, KY; KY Transpark Sewers and Storm Water Control, Bowling Green, KY; Stanford WWTP Expansion, Stanford, KY; Paradise Park Regional Business Park Sewer System, Muhlenberg County, KY; London-Laurel Industrial Park #4 Sewer System, London, KY; 4 Star Regional Industrial Park Sewer System, Henderson, KY; Northeast Regional Business Park Sewer System, Ashland, KY; Slade/Nada Sewer System, Powell County, KY; Bonnierville Sewage Collection System, Bonnierville, KY; Salem Sewage Pump Station, Salem, KY; MMRC Regional Business Park, Morehead, KY; KCTCS Sanitary Sewer Extensions, Springfield, KY; Sanitation District #1 of Lewis County Wastewater Collection and Treatment System, Tollesboro, KY; and Rowland Community Sewers, Stanford, KY.

Martin Friedman, Architect (MSE) - Mr. Friedman is a licensed architect in the State of Kentucky and will serve as Project Manager/Lead Architect for the team. He also currently serves as director and Vice-President of MSE's Architectural Division.

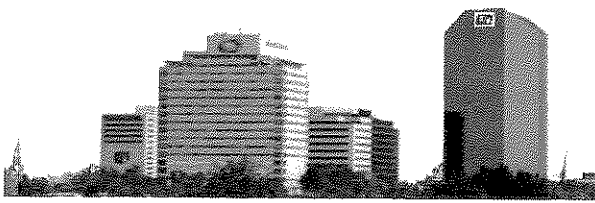
Joseph G. Locke, Survey Manager (MSE) - Mr. Locke serves as Survey Crew Manager for all of our projects. He is responsible for collecting field data for the production of topographic maps; boundary and as built surveys. Mr. Locke's experience includes construction staking for subdivisions, sanitary and storm sewer projects, waterlines, layout of building and parking structures, highway utility relocation surveys, property and boundary surveys, hydrographic surveys and photogrammetric surveys.

Alberto Gomez, Technician/CADD Operator (MSE) - Mr. Gomez is responsible for the design and preparation of civil construction plans for engineering projects. His responsibilities also include utility design, storm sewer design and retention basin design.

Johnny Webb, Construction Manager/KEPSC (MSE) - Mr. Webb is responsible for processing the Contract Award Documents, Pay Requests and Contract Change Orders. It is his responsibility to review contractor's work to determine if it is proceeding in accordance with the contract documents. Mr. Webb is a certified Kentucky Erosion Prevention and Sediment Control Inspector. A sampling of project experience includes: Carrolton CARED Regional Sewer System Improvements/Extension Project; Carrollton Regional Wastewater System Collection and New Facility Project, Carrollton, KY; KY Transpark Sewers and Storm Water Control, Bowling Green, KY; Stanford WWTP Expansion, Stanford, KY; Paradise Park Regional Business Park Sewer System, Muhlenberg County, KY; London-Laurel Industrial Park #4 Sewer System, London, KY; 4 Star Regional Industrial Park Sewer System, Henderson, KY; Northeast Regional Business Park Sewer System, Ashland, KY; Slade/Nada Sewer System, Powell County, KY; Bonnierville Sewage Collection System, Bonnierville, KY; Salem Sewage Pump Station, Salem, KY; and MMRC Regional Business Park, Morehead, KY.

Sid Medley, Construction Inspector (MSE) – Mr. Medley is the daily contact between the construction contractors, the owner and MSE, observing the work for adherence to the contract documents and monitoring work completed.

Eddie Honan, Construction Inspector (MSE) - Mr. Honan is the daily contact between the construction



*Statement of Engineering Qualifications
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contractors, the owner and MSE, observing the work for adherence to the contract documents and monitoring work completed.

Bob Delph, Construction Inspector (MSE) – Mr. Delph is the daily contact between the construction contractors, the owner and MSE, observing the work for adherence to the contract documents and monitoring work completed.

Bill Gill, Construction Inspector (MSE) - Mr. Delph is the daily contact between the construction contractors, the owner and MSE, observing the work for adherence to the contract documents and monitoring work completed.

Doug Hacker, Special Materials Inspection (CSI) - Mr. Hacker's experience includes all aspects of Special Inspections, property condition assessments, geotechnical engineering fields. His specific areas of expertise include: special inspections of structural elements for earthwork, masonry, concrete reinforcement, structural steel and wood framing projects, shallow foundations, drilled piers, auger cast and driven pile foundations, ground/site improvement (geosynthetics, lime/soil cement, and pre-loading), construction materials testing (soil, asphalt, concrete, aggregates, and fireproofing), industrial floor flatness and levelness, structural assessment.

Walter Bowman, P.E./L.S. - Mr. Bowman has more than 40 years of experience designing and planning wastewater facilities. He has extensive experience in the design, development and construction management of utility conveyance and treatment projects. He serves as a consulting design engineer and construction inspector on sewer systems (collection and treatment) and storm drainage systems. Mr. Bowman is a certified Kentucky Erosion Prevention and Sediment Control Inspector (#121000910). A sampling of project experience includes: Carrollton Regional Wastewater System Collection and New Regional WWTP Project, Carrollton, KY; Carrollton CARED Regional Sewer System Improvements/Extension Project, Carrollton, KY; Stanford WWTP Expansion, Stanford, KY; KY Transpark Sewers and Storm Water Control, Bowling Green, KY; Aisin Automotive Pump Station and Industrial Wastewater Pre-treatment Plant, London, KY; Southeast Regional Industrial Park; Corbin, KY; London-Laurel Industrial Park #4, London, KY; Stonewall Mini Sewer Project, Lexington, KY; and Judy Lane #1 Sewer Project, Lexington, KY.

Kitty Hall-Harmon, P.E./P.L.S. (HHE) – Ms. Harmon is a principal engineer and project manager for HHE with over 35 years of practical experience with specific work experience in land surveying, site development, site utilities, sanitary sewers, storm water management, and ADA compliance. She is responsible for the firm's administration and provides project management and QA/QC reviews for HHE projects. Ms. Harmon has an extensive background in surveying, design and project management with various clients, including: Lexington-Fayette Urban County Government (LFUCG), Kentucky Finance and Administration Cabinet (KFAC), Blue Grass Airport (BGA), US Army Corps of Engineers (USCOE), Kentucky Department of Transportation (KYTC), various A/E firms and private clients. A sampling of project experience includes: Maxwell Street Bike Lane and Sidewalk Improvements; Lexington, KY; Jacobson Park Sanitary Sewer Easements; Lexington, KY; Cane Run Trunk Sewer System Rehabilitation Survey; Lexington, KY; West Hickman Creek Trunk Sewer System Rehabilitation Survey; Lexington, KY; South Elkhorn Subwatershed Trunk Sewer System Rehabilitation Survey; Lexington, KY; and West Hickman Waste Water Treatment Plant Upgrade Survey and Site Design; Lexington, KY.

Bruce Hatcher, P.E., Chief Geo-technical Engineer (CSI) - Mr. Hatcher has served as a Principal Engineer and Project Manager for over 20 years on infrastructure projects including pipe installations, pump stations,



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equalization basins and water and wastewater treatment plants in his career. He also has vast experience in water and wastewater plant work at various locations throughout Kentucky. His expertise includes geotechnical services for the superstructures and large on-site storm water features and best practices with the associated utilities. A sampling of project experience in Central Kentucky includes: Stream Restoration at Coldstream Research Park, Lexington; West Hickman Wastewater Treatment Plant, Lexington; US 25 Detention Basin, Richmond; Winchester Road Pump Station, Lexington; Stanford Wastewater Treatment Plant, Stanford; and Idle Hour North Stormwater Project, Lexington.

Tom Wilson, P.E., Mechanical Engineer (AFA) - Mr. Wilson has 15 Years in Facilities Maintenance/Operation and 25 Years of Consulting experience.

Shane Todd, P.E., Electrical Engineer (AFA) - Mr. Todd has over 10 years of experience with design of electrical systems for new construction as well as renovation of existing facilities.

RISK MANAGEMENT PLAN

In the event of any MSE personnel change during the course of a LFUCG contract that affects our proposed project team, MSE will try to replace the lost manpower with personnel from our sub-consultant firms. If that is not feasible, MSE will endeavour to replace such services or disciplines with MBE/WBE firms. MSE will be committed to keeping the LFUCG abreast of any project team changes should they take place.

LFUCG

**MSE Lexington
Project Manager**

Glen A. Ross, P.E.
Principal Engineer

**Design
Sewage Collection Systems
Storm Water
Conveyance Systems
Force Mains**

Ted Malone, P.E.
W. Bowman, P.E., L.S.
Dan Pence, D.T.
Alberto Gomez, D.T.

Stephen Harris, P.E.
Ron Johnson, P.E.
Ron Johnson & Assoc.

**Design
Pump Stations**

W. Bowman, P.E., L.S.
Scott Taylor, P.E.
Tom Wilson, P.E. (M&E)
Shane Todd, P.E. (Elec.)
M. Friedman, Architect
Gary Simmons, D.T.

**Design
Detention Basins
Equalization Basins
W.Q. Treatment Units**

Alun Hwang, P.E., PhD
Glen Ross, P.E.

**Hydrology
Routing, Computer Models**

Alun Hwang, P.E., PhD

**Surveys
Right of Way Acquisitions**

W. Bowman, P.E., L.S.
Joe Locke, Survey Mgr.

K. Hall-Harmon, P.E., L.S.
Hall-Harmon Engineers

**Hydraulics
Computer Models**

Scott Taylor, P.E.

**Construction Management
Construction Inspection
BMP/Erosion Control**

Johnny Webb, Con Mgr., KEPSC
Sid Medley, C.I.
Eddie Honan, C.I.
Bob Delph, C.I.
Bill Gill, C.I.
Dough Hacker, CEP

**Geo-Technical Engineering
& Investigations**

Joe Cooke, P.E.
CSI of Kentucky, Inc.

List of Clients for Which Similar Work has Been Performed

Carrollton CARED Project

Bill Osborne, Superintendent (502) 732-7055 (bosborne@carrolltonutilities.com)

Terry Roach, P.E. (502) 732-7055 (troach@carrolltonutilities.com)

City of Stanford

Joyce Kitts, Office Manager (606) 365-3510 (stanfordwater@roadrunner.com)

Jack Withrow, Commission Chairman (606) 365-3510 (stanfordwater@roadrunner.com)

City of Salem

Doug Slayden, Superintendant (270) 988-3601

Powells Valley Water District

Kendal Knox, Manager (606) 663-5870

City of Bonnieville

David Peterson, CEO Caveland Environmental Authority (270) 773-2887 (david@cewater.com)

McCreary County Water District

Steve Owens, Manager (606) 376-2540

Southern Kentucky Economic Development Corporation

Mr. Greg Jones, Executive Director (606) 677-6100 (gjones@centertech.com)

London-Laurel County Industrial Authority

Mr. Charlie Pennington, Executive Director (606) 864-8115 (llcida@windstream.net)

Southeast Regional Industrial Authority

Mr. Bruce Carpenter, Executive Director (606) 528-6390 (becarpenter@sekbp.com)

Northwest Kentucky Forward

Mr. Kevin Sheilly, Executive Director 1-877-434-3766 (Kevin@northwestky.com)

Alliance Ashland

Mr. Bob Hammond, Business Development (606) 324-5111 (bob@ashlandalliance.com)

City of Corbin

Honorable Willard McBurney, Mayor (606) 523-6521 (Willard.mcburney@corbin-ky.com)

Menifee-Morgan-Rowan Regional Industrial Authority

Mr. Brett Traver, Executive Director (606) 768-3308 (brettraver@roadrunner.com)

Somerset-Pulaski County Development Foundation

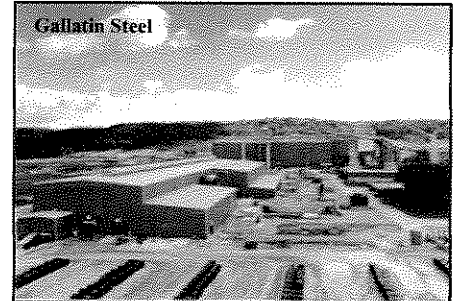
Mr. Mark Bastin, Assistant Executive Director (606) 678-5000



List of Similar Design Services Projects within the Category a Firm Requests a Pre-Qualification

Carrollton Utility Commission CARED Sewer Expansion, Carrollton, Kentucky

The Carrollton Area Regional Economic Development project allowed wastewater collections facility upgrades and expansion to serve existing and future commercial and industrial needs. The Carroll-Gallatin-Owen-Henry Regional Sewer System serves parts of four counties and serves 8 cities. The collection system is comprised of 170 miles of sewer mains and 55 sewer pump stations. The system serves 3,200 customers. This project includes approximately 13,358 LF of 8" PVC and 11,192 LF of 10" PVC gravity sewers; and . Companies benefiting from this project include: Gallatin Steel, Celotex, Dow Corning, North American Stainless and the Kentucky Speedway. This project had to advertise for construction bids within 120 days from Notice to Proceed for design services. (2010; \$3,710,000)



Stanford Sewage Collection System, Stanford, Kentucky

MSE is responsible for the survey, planning, design, contract administration and construction inspection for the City's Infiltration/Inflow Sewer Rehabilitation Project; relocation of sewer lines for the new US 150 construction; replacement of old failing trunk sewers with new gravity sewer lines (9,000 LF of 18", 15" and 12" gravity lines); rehabilitation of the City's existing sewage collection system (12,000 LF of lining, pump station replacement and numerous point repairs); replacement of the Somerset Street Sewage Pump Station; utility design to serve the Rowland Industrial Park; design of sewer line extensions to serve Rowland Subdivision; and the City-wide Storm Drainage Project. (1997-Present; \$2,500,000)

City of Flemingsburg, Kentucky

MSE was responsible for the design and construction management for existing system improvements, I & I analysis, treatment facility upgrade and sewer line extensions. (1997; \$1,500,000)

Sanitation District #1 of Lewis County, Tollsboro, Kentucky

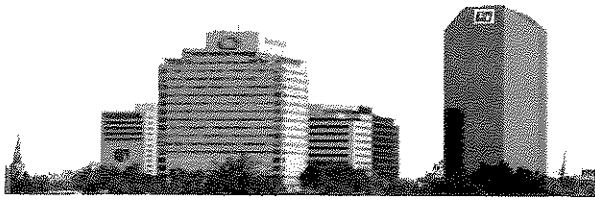
The engineering/architectural planning and design of approximately 40,000 LF of gravity lines, 10,000 LF of force main and 8 lift stations. (2003; \$2,300,000)

Slade/Nada Sewer System, Powell County, Kentucky

MSE was responsible for the engineering/architectural planning and design of sewage collection and treatment facilities. The collection system consists of approximately 5 miles of sewer lines and an 80,000-gallon per day treatment facility. (1997 to Present; \$1,500,000)

Bonnieville Wastewater Collection System, Bonnieville, Kentucky

MSE was responsible for the planning, design, contract administration and construction inspection for sewerage the City of Bonnieville, Kentucky. The project consisted of more than 17,700 LF of 8" PVC gravity sewer line, 1,415 LF of 1 1/2" and 2" force main, 50,000 LF of 8" PVC force main, 90 standard 4' manhole, 135 VF of extra depth manhole, and two pump stations. (2007-2010; \$2,400,000)



*Statement of Engineering Qualifications
Lexington-Fayette Urban County Government – RFP#33-2012*

McCreary County Water District, Whitley City, Kentucky

The design and construction inspection of a low-pressure sewer system comprised of approximately 300 grinder pumps and 95,000 L.F. of Force Main Collectors. (1997; \$2,000,000)

City of Salem, Kentucky

Designed, inspected and administered construction contracts for sewerage the City of Salem. The project consisted of more than 40,000 L.F. of 8" PVC sewer line, 8,000 L.F. of 2 1/2 ", 3" and 4" force main, 700 L.F. of highway bore, four pump stations. (2012; \$165,000)

Aisin Automotive, London, Kentucky

MSE provided the design of approximately 6 miles of 8" force main, pump station and a wastewater pre-treatment plant to serve a new 300,000-sq. ft. aluminum die cast manufacturing facility. (1999;

Valley Oak Commerce Complex, Somerset, Kentucky

MSE was responsible for the planning, design, contract administration and construction inspection to construct on-site 3,400' of 6" force main sewer, 2,800' of 8" gravity sewer line, 8 manholes and a pump station to serve the expansion of the Toyotetsu facility. To properly serve the facility with sewer it was also necessary to construct off-site 3,200' of 6" force main sewer line, 1,500' of 8" gravity sewer line, 2,200' of 15" gravity sewer line, 14 manholes and a pump station with back-up generator. (1997 to present; \$1,300,000)

London-Laurel Industrial Park #4, London-Laurel County Industrial Development Authority, London, Kentucky

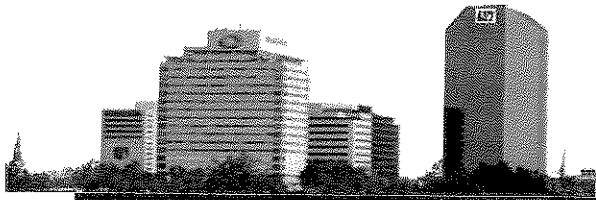
MSE was responsible for the design of force main and gravity sewers to serve several industries in the park. MSE provided grantsmanship services to obtain a \$900,000 EDA grant and then engineering planning and design for the EDA funded sewer enhancement project in the park. The EDA funded project included the construction of 1 sewage pump station; an upgrade of an existing pump sewer pump station; 2,000 LF of 10" force main; 3,000 LF of 6" force main; 2,200 LF of 8" gravity sewer; and 11 manholes. Another project in the park included the design, contract management and construction inspection for 5,400 LF of 12" force main, 410 LF of 12" PVC force main in casing pipe, 410 LF of 24" steel casing pipe (bore and jack), 560 LF of 36" DI Class 150 Gravity Sewer. (1996 to present; \$3,000,000)

Rockcastle County South Industrial Park, Mt. Vernon, Kentucky

MSE was responsible for the utility infrastructure to the SOURCECORP site located in the Rockcastle Industrial Park South. The infrastructure included approximately 200 LF of 10" gravity sewer, 1,600 LF of 8" gravity sewer, 3,900 LF of 8" water line, 4,000 LF of tri-4" conduit and 3,700 LF of tri-3" conduit with all related structures and appurtenances. (2010; \$600,000)

Southeast Regional Industrial Park, Corbin, Kentucky

MSE designed a triplex 500 GPM pump station for this regional industrial park. This station connects to the City of Corbin Sewer System via 2 miles of 10" force main installed along the Corbin By-pass. (2000 to Present; \$1,500,000)



Local Office

MSE of Kentucky, Inc.

Office Location:

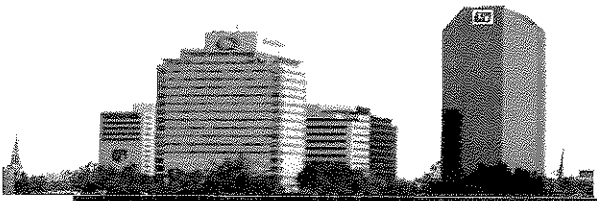
624 Wellington Way
Lexington, Kentucky 40503
(859) 223-5694
Fax (859) 223.2607
mseinc@mselex.com
www.mselex.com

Date Established: 1971

Total Number of Employees: 21

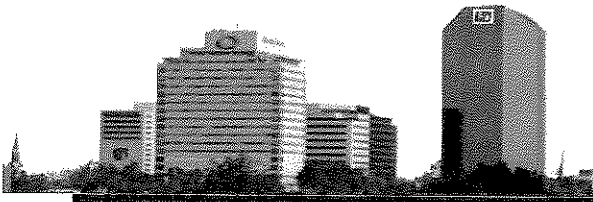
Total Number of Local Employees: 15

Number of Headquarters and Employees Expected to work on DWQ Projects - 13



Disadvantaged Business Enterprise (DBE) Involvement

MSE has proposed to sub-contract with Hall Harmon Engineers, a woman-owned firm in Lexington, Kentucky to work on the LFUCG's proposed projects. MSE will continue to make every effort to include a minority owned design professional firm in our design team. MSE will continue to undertake a full good faith effort to identify and incorporate minority business enterprises (MBE) and/or women business enterprises (WBE) firms as a part of our proposed design team. It is MSE's goal that not less than 10% of the total of this contract be subcontracted to MBE/WBE's.



*Statement of Engineering Qualifications
Lexington-Fayette Urban County Government – RFP#33-2012*

Statement of Hourly Rates

<u>PROJECT ACTIVITY</u>	<u>HOURLY BILLING RATE</u>
<i>Principal Engineer/Project Manager</i>	<i>\$ 140.06</i>
<i>Sr. Engineer</i>	<i>\$ 120.06</i>
<i>Engineer</i>	<i>\$ 103.90</i>
<i>Project Engineer (EIT)</i>	<i>\$ 98.39</i>
<i>CADD Technician</i>	<i>\$ 74.83</i>
<i>2-Man Survey Crew</i>	<i>\$ 138.00</i>
<i>Clerical/Administrative</i>	<i>\$ 42.84</i>



*Statement of Engineering Qualifications
Lexington-Fayette Urban County Government – RFP#33-2012*

Required Attachments

AFFIDAVIT

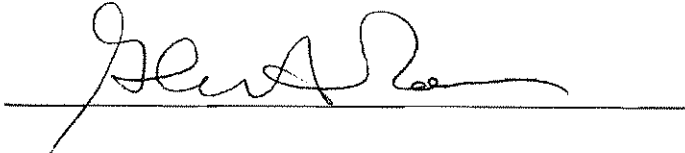
Comes the Affiant, Glen Ross, PE/President, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Glen Ross, PE/President and he/she is the individual submitting the proposal or is the authorized representative of MSE of Kentucky, 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 Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Glen Ross on this the 12th day of November, 2012.

My Commission expires: 2-19-2014


NOTARY PUBLIC, STATE AT LARGE

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.

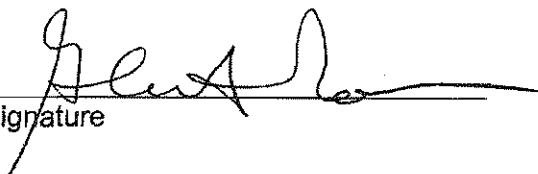
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

11-12-2012
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:

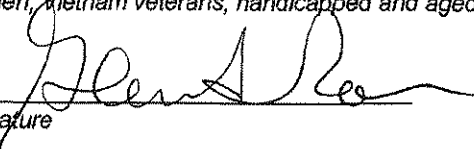
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

MSE of Kentucky, Inc.

Name of Business

MSE OF KENTUCKY'S SECTION 3 PLAN

MSE of Kentucky, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Lexington, Kentucky.

- A. To ascertain from the locality the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.



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. Hall Harmon Engineers 1081 Dove Run Rd. Lexington, KY 40502 859.269-3150	Land Surveying, Easement Acquisition	Not known at this time.	Not known at this time.
2. Kitty.Hall-Harmon@HHEnet.com			
3.			
4.			

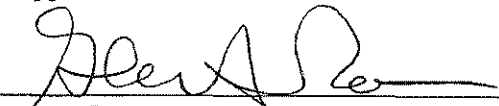
The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

MSE of Kentucky, Inc.

Company

11/13/2012

Date


Company Representative

President

Title

WORKFORCE ANALYSIS FORM

Name of Organization: MSE of Kentucky, Inc. Date: 11 / 13 / 2012

Categories	Total		White		Latino		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1										1
Professionals	6	2						1			7	2
Superintendents												
Supervisors												
Foremen												
Technicians			4								4	
Protective Service												
Para-Professionals												
Office/Clerical				2								2
Skilled Craft			5								5	
Service/Maintenance												
Total:			15	5				1			16	5

Prepared by: Martha Ross, Comptroller
Name & Title



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: MSE of Kentucky, Inc.

ADDRESS: 624 Wellington Way, Lexington, KY 40503

SIGNATURE OF PROPOSER: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2012

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 Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Michael Johnson PHONE (A/C, No. Ext): (859) 233-1461 FAX (A/C, No.): (859) 281-9450 E-MAIL ADDRESS: mjohnson@altorstrick.com PRODUCER CUSTOMER ID #: 00001331	
INSURED MSE of Kentucky, Inc. 624 Wellington Way Lexington KY 40503		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance 24198 INSURER B: Midwestern Insurance Alliance INSURER C: Victor O. Schinnerer & Co. Inc INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 2012-2013 Updated Prof Li** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1035288	2/20/2012	2/20/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			BA1035289	2/20/2012	2/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PIP-Basic \$ 10,000
	<input type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist Bi single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU8892968	2/20/2012	2/20/2013	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 5,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			P0014-MX120093016C	1/1/2012	1/1/2013	WC STATU-TORY LIMITS OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	PROFESSIONAL LIABILITY			27-619-12-37	8/10/2012	8/10/2013	EACH OCCURRENCE 1,000,000
	Deductible - \$40,000						AGGREGATE 2,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507	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 Michael Johnson/ATJ 
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Attachment 1

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	1971	21	13
Local Office				
PM Location				
Subconsultants Name: CSI	Lexington, KY	2009	41	
Service Provided	Geo-technical			
Headquarters	Lexington, KY	2009	37	10
Local Office				
Name: RMJE				
Service Provided	Civil			
Headquarters	Hindman, KY			
Local Office	Lexington, KY			
Name: AFA				
Service Provided				
Headquarters	Lexington, KY	1969	9	2
Local Office	N/A			

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.

EXHIBIT D

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

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

CONSULTANT

OWNER

Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
		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.*