

EXHIBIT B

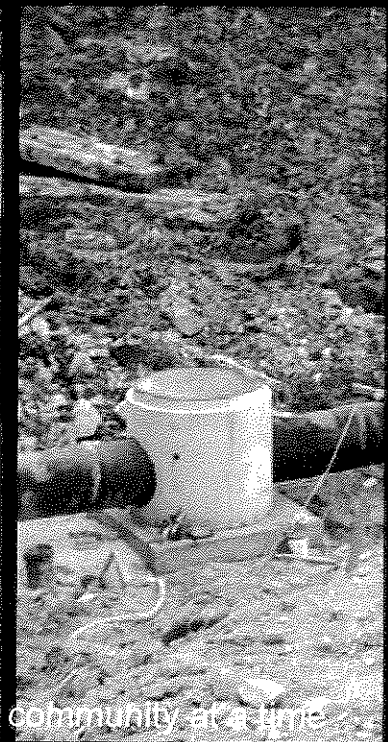
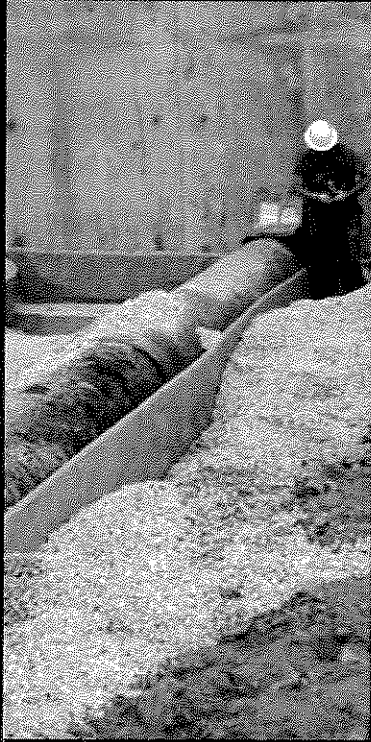
CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



3250 Blazer Parkway, Lexington, KY 40509 T 859.264.7500 F 859.264.7501



Improving lives one community at a time

Professional Engineering Services RFP #33-2012 Category 2: Dig and Replace Pipelines

Prepared for
Lexington-Fayette Urban County Government

November 13, 2012



letter of transmittal

to: Lexington-Fayette Urban County
Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

date: November 13, 2012

project no: RFP #33-2012

attn: Purchasing Director

re: Contract 2: Dig and Replace Pipeline
Projects

we are sending to you:

- attached digital data drawings prints
 specifications other:

description: Statement of qualifications for CDP Engineers; a locally owned and operated firm in Lexington, KY for over 23 years. CDP has provided high quality sanitary sewer and stormwater engineering services to the LFUCG throughout our history and consider the LFUCG one of our most strategic and sustained clients. Our team is supplemented by other local Lexington firms and multiple DBE entities to assure that the overwhelming majority (if not 100%) of the work stays within Lexington and that the LFUCG DBE goals are met or exceeded for any selected project.

The CDP team has the highest quality skills, significant experience, an excellent track record of client satisfaction, and more than sufficient capacity to perform the work identified for any of the projects listed within this contract area. This work is essential to us, we look forward to working with the LFUCG, and we are prepared to initiate work efforts immediately upon selection on a project should we be fortunate enough to make the prequalification list.

these are transmitted:


- for approval for your use as requested for review & comment
 approved rejected returned (after loan to us)
 on loan (please return) other:

remarks: In addition to the required digital submittal, we have provided additional information in the form of complete project descriptions on the CD for your review as allowed per General Provisions, item 9.

if enclosures are not as noted, please notify us as soon as possible

from: Francis X. Collins-Camargo, PE, CFM, President

signed: _____



3250 blazer parkway
lexington, kentucky 40509
t 859.264.7500
f 859.264.7501

Section 2: Firm Qualifications

CDP Engineers is a highly experienced and respected Kentucky firm in the area of sanitary sewer system design. We have been providing excellent services to the LFUCG for the past 2 decades and sincerely look forward to continuing to do so through this Professional Services Contract. Our current staff has the training, diversity, and experience to handle any type of sanitary sewer related project in this Category and have many recent and relevant completed projects to demonstrate our qualifications. We have an excellent understanding of the standards, requirements, and time constraints of the LFUCG and the Consent Decree, having been selected for Consent Decree projects such as the Coldstream Park Stream Corridor Restoration project. We are confident that our services will be timely, cost-effective, and of the highest quality.

CDP is a Lexington based, multi-disciplinary consulting firm established in 1989. We have always been, and will continue to be, Lexington based. Our disciplines include stormwater/civil, water/wastewater, transportation, Survey/GIS, and landscape architecture. We have developed an integrated, cross disciplinary corporate culture that allows us to operate more efficiently and dynamically adjust to workload demands, which also affords protection in the event of unexpected staffing changes. We are a well respected firm among our clients, peers, and government entities. Our Water/Wastewater staff has many years of design experience, anchored by Morey Lampson's 30+ years in the field. Water/Wastewater has been a core strength for CDP for many years and we are poised to build upon our past successes. We seek to stay on the cutting edge of technology and design while assuring that economics and functionality are not sacrificed. We have 8 primary staff assigned to Water/Wastewater services and additional support staff available to assist as necessary. Within those individuals are 6 PEs, an EIT, 2 Certified Professionals in Erosion and Sediment Control, a LEED accredited professional, and 4 Master's degrees.

CDP is supplemented in this Category of Services with the addition of our teaming partners; Integrated Engineering, TesTech, and Abbie Jones Consulting. Integrated Engineering, a Certified DBE formed in 2006 with their primary office located in Lexington, offers many similar services as CDP and our two firms have successfully teamed on a number of projects for the LFUCG and other clients. Integrated's staff will assist CDP on design related services such as conceptual design, CAD, or Construction Administration depending on the nature of the assigned Task Order. CDP and Integrated are currently teamed on the existing LFUCG IDIQ contract and look forward to continuing this relationship with this Category of Services. We are very comfortable working with Integrated and allow the flexibility in our teaming arrangements to increase or decrease the level of contribution as needed to assure timely and cost-effective deliverables. Current projects with LFUCG in which CDP and Integrated are teamed include Coldstream Park Stream Restoration, Southland Drive Bike Lanes, Loudon Avenue Sidewalks, and the IDIQ contract (in which we were recently awarded the Century Hills Trunk Sewer project). In addition, they have completed 2 recent sanitary sewer projects for the LFUCG.

TesTech, a certified DBE firm, is a geotechnical engineering firm that CDP has utilized recently on a large pump station project in Louisville and their work was exemplary. We look forward to continued work with them on this project.

Abbie Jones Consulting (AJC), a certified WBE located in Lexington, offers a variety of services to the engineering community. We have teamed in the past with AJC and look forward to having her firm on board for this contract. AJC will provide Resident Observation services as required for any given project. With the Staff experience in city engineering and erosion control, we are confident that they can perform admirably.

CDP has a significant amount of recent experience with sanitary sewer capital projects in recent years, and many of our projects were with the LFUCG. Recent projects include the sanitary sewer and force main improvements for the new Deep Springs Pump Station and the South Elkhorn Force Main for the newly expanded and upgraded South Elkhorn Pump Station. Most all of these projects required permitting either through local, state, or federal entities (or all three). All our permitting, SWPPPs, EPSCs, and other regulatory needs are handled in-house.

Our sanitary sewer staff has expertise in most current modeling applications such as XPSWMM, KYPIPE, and WaterCAD and we are highly skilled in all commonly used hydraulic computational methodologies. We will follow LFUCG design standards and the DOW Ten States Standards as applicable to the Task Orders assigned to us.

Additional projects are listed in Section 5 of this submittal along with a table cross referencing projects with staff involvement. Sanitary sewer work is a strength of CDP and a discipline that is essential to our core success. Clients recognize our expertise in sanitary engineering, not only through capital projects, but through selection to assess their wastewater collection, transportation, and treatment needs, such as development of facilities plans, asset management plans, operation and maintenance manuals, SSES studies, and sanitary sewer GIS and modeling plans. Our deliverable work is of the highest quality and we are proficient in the latest AutoCAD and GIS applications. We have one of the best easement persons in the State on staff in Reda Smith. CDP has also been involved in, and successfully navigated through, some of the most complex public involvement campaigns for projects in Lexington with Clays Mill Rd. and Green Acres.

Section 3: Project Team

CDP has put together an excellent team of professionals for this work. Morey Lampson (3+ years with CDP in water/wastewater, 30+ overall), Ed Sidebotham (over 20 years overall experience in w/ww CAD design), and Krista Citron (4 years experience at CDP in w/ww) head the team with Sandy Camargo providing oversight as Principal In Charge. CDP has recently completed several sanitary line work projects in Lexington (Deep Springs and South Elkhorn pump station force mains) and surrounding communities (KY 11 and Bluegrass Station Utility relocations for example), with Morey providing the management and design lead role in most. Bolstering the team are Steve Garland and Harsha Wijesiri from Integrated Engineering (a DBE firm), both of whom have completed a number of projects for the LFUCG and in Lexington including the Cardinal Lane Storm and Sanitary Improvements and Lexington Mall Sanitary Sewer Relocation projects. Specialty services are being provided by TesTech (a DBE firm) for geotechnical engineering, Biohabitats, as needed, for environmental assessments, and Abbie Jones Consulting (a DBE firm) for Resident Observation if requested by the LFUCG. The Organizational Chart that follows this section shows the team structure, interrelationships and roles.

Key Team Members

Morey Lampson will serve as Project Manager, a role he has filled for a multitude of projects over his career. Morey has specialized in wastewater engineering for much of his career and is well respected among his peers in the field. Morey not only provides excellent management skills, he is also very active on the production side. Clients appreciate that they can deal with the point of contact in Morey who is also keenly aware of every detail of the project since he has been hands on throughout the assessment, hydraulic analysis, and design solutions. Sandy will work with Morey to assure that project deadlines and budgets are met, and deliverables meet standards.

Dave Uckotter will lend his expertise in understanding the projects, past history, opportunities previously investigated, and potential issues (residents, utilities, upstream/downstream constraints etc.) and will serve a valuable role in evaluating potential design solutions and also participating in the public involvement phase of projects.

Ed Sidebotham is the senior CAD designer for water/wastewater work. In this role he supports the design team in carrying the design through to construction documents. Morey and Ed worked together prior to being reunited at CDP and have an excellent rapport. Ed is thorough and detail oriented; traits of a valued CAD designer. He will work closely with Morey and Krista on design tasks.

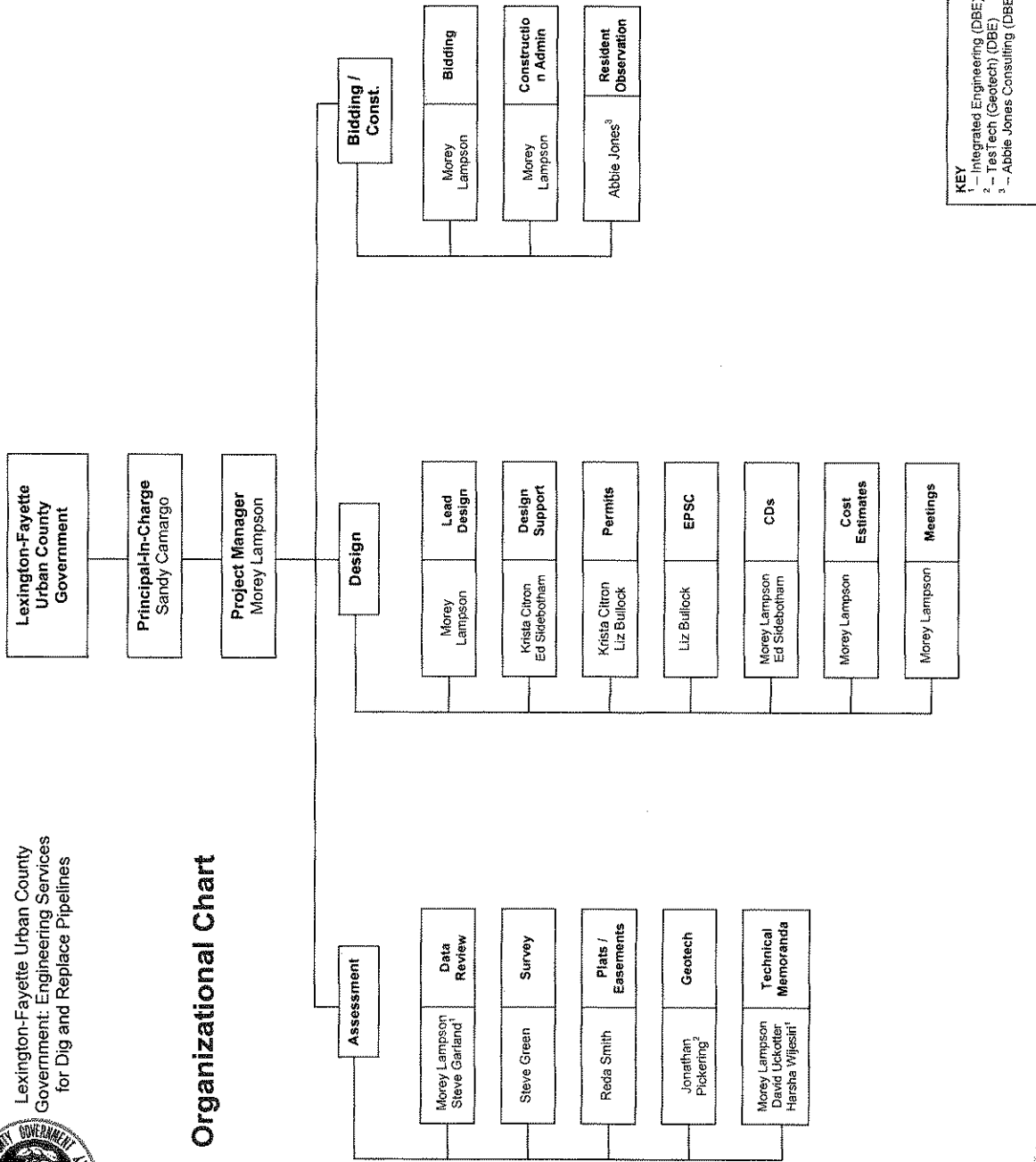
Krista Citron will provide design support for Morey and also develop technical specifications for projects. Under Morey's tutelage, Krista has rapidly developed into a skilled design engineer. Liz Bullock will oversee the regulatory policy issues such as permitting and the SWPPP. Liz is very thorough in her investigation of permitting needs so our clients can be assured that they will not be 'surprised' by regulators requiring a permit at the last minute because it was overlooked. Being a Certified Professional in Erosion and Sediment Control (as is Sandy) will help with erosion control plans and the SWPPP development processes. CDP's survey group includes Steve Green, who has managed this group for over 15 years, and Reda Smith, who is regarded as one of the finest professionals in boundary disputes, deed research and easements.

Steve Garland has been lead designer for numerous private development and University of KY projects related to sanitary sewer infrastructure design with previous firms, and has continued to provide design production at Integrated in collaboration with Harsha Wijesiri and Chris Crumpton. Steve is a highly skilled and diverse engineer and a great asset to the team.



Lexington-Fayette Urban County Government: Engineering Services for Dig and Replace Pipelines

Organizational Chart



KEY
 1 - Integrated Engineering (DBE)
 2 - TesTech (Geotech) (DBE)
 3 - Abbie Jones Consulting (DBE)

- CDP is one of the largest privately owned and truly Lexington based firms; guaranteeing that our tax dollars will stay in Lexington.
- CDP has built a resume of projects with Lexington spanning our 23 year history in multiple disciplines.
- CDP has received numerous awards for engineering excellence in both Water/Wastewater and Stormwater; demonstrating our skills and peer respect
- Our local office of over 30 professionals can provide highly responsive and cost-effective services in a timely manner.
- CDP staff members go beyond our work environment and engage in volunteer activities with local private and governmental agencies; a testament to our dedication to being part of the future of the community in which we live and work.
- Our project history spans the realm of potential projects and project sizes; from a few hours of consulting to multi-million dollar construction projects.
- The CDP team has worked together on multiple projects, bringing familiarity and consistency into our services.
- Integrated Engineering is a regular and valued teaming partner with CDP, and a LFUCG certified DBE firm.
- Integrated has recent and relevant experience with LFUCG projects including the Lexington Mail Sanitary Sewer Relocation and Cardinal Lane Stormwater and Sanitary Study.
- TesTech, certified DBE, brings relevant Geotechnical and Construction Engineering experience to the project team.
- TesTech has successfully performed storm and sanitary sewer projects for numerous municipal clients.

Resume

education

B.S., Civil and Environmental Engineering, Clarkson University, New York, 1974
Supervisory Management Training, University of Kentucky, 1981

registration + professional affiliations

Professional Engineer (Civil/Sanitary), Kentucky, 1980/1983, No. 12000
Professional Engineer, Florida, 2007, No. 66219
Kentucky Society of Professional Engineers
National Society of Professional Engineers
Water Environment Federation

experience + qualifications

Mr. Lampson is a licensed civil and sanitary engineer with more than 33 years of experience in the planning, design, and management of water and wastewater conveyance and treatment systems. As a senior engineer and project manager, he is responsible for sanitary engineering projects including preparation of feasibility studies, master plan studies, process evaluation studies, cost estimating, wastewater facilities planning, wastewater collection, pumping and treatment facilities design, and management of federally assisted water quality projects.

relevant project experience

Wastewater Collection and Transportation Design

Brookview Sanitary Sewer Improvements, Nicholasville, Kentucky

The project involved engineering associated with the implementation of a new 18-inch trunk sewer to parallel an existing 12-inch trunk sewer located in downtown Nicholasville. The new 18-inch sewer will provide additional hydraulic capacity to handle flows generated by new development in Northern Jessamine County.

South Elkhorn Pump Station and Force Main, Lexington-Fayette Urban County Government, Lexington, Kentucky 2010

Mr. Lampson provided design and construction management to convert an existing dry-pit wastewater pump station to a submersible type station. Improvements included construction of a new dual chamber wetwell with submersible mixers and (5) 4,400 gpm, 335 Hp submersible pumps with VFD controls. A 3-stage 2000 CFM liquid scrubber to treat wet well odors was installed, with sodium hypochlorite and sodium hydroxide chemical storage tanks and a tank truck fill station. A bioxide feed system was provided to treat force main odors, including liquid chemical storage tanks. A new valve vault was constructed to house shutoff, cushioned check and surge relief valves. Other improvements included flow metering, a 2250 kw emergency generator, a rain garden/bioswale to harvest rainwater, permeable access road pavement to minimize stormwater runoff, electrical, HVAC, architectural and site improvements, and 7 miles of new 36" force main.

Mellwood Pump Station, Louisville MSD, 2010

Mr. Lampson is the project engineer on the design of a new pump station to replace an existing steel CanTex pump station. The new station will be a quadruplex submersible pump station with a peak pumping capacity of 3.5 MGD. The pump station site is located within the 100 year floodplain of the Ohio River. The pump MCCs, controls and emergency standby power generator will be housed in a new control building elevated above the 100 year flood level. A new 16" force main will replace the existing 6" main.

Nicholasville Town Fork Interceptor, Nicholasville, Kentucky, 2008

Mr. Lampson served as Project Engineer to provide design, bidding and construction engineering services for a major upgrade to the City of Nicholasville's wastewater collection and transportation system. The work included design and construction of a gravity interceptor sewer to divert wastewater flow from the older Brown Street WWTP to the newer Jessamine Creek Environmental Control Facility (JCECF) being expanded under another contract. The interceptor consists of 18,500-feet of sewer ranging in size from 30-48-inches in diameter.

Deep Springs Pump Station and Force Main Improvements, Lexington, Kentucky

Under the Consent Decree, the existing Deep Springs Pump Station was replaced with a new Class B pump station and building, and upgraded to include an increase in firm pumping capacity to 3.5 MGD. The associated 280 linear feet of 10-inches force main was also upgraded to handle the increase in flow. Three new 900-gpm submersible pumps with Variable Frequency Drives (VFDs) were installed in three separate wetwells, allowing any one pump to be taken out of service without reducing the capacity of the pump station. The new pump station was also fitted with a 500 cfm carbon absorber odor control system, a 300kW natural gas generator, and a magnetic flowmeter. Since the project site was located in a residential area, the pump station was designed to resemble a house, complete with decorative residential lighting, metal roof shingles, and appropriate fencing and landscaping.

* individual experience

Résumé

education

Central Kentucky Technical College, Mechanical Technology, 1978

experience + qualifications

Mr. Sidebotham started his career in 1989. His experience includes the drafting and design of wastewater collection systems, site development, water distribution systems and construction inspection. Mr. Sidebotham is proficient in the use of AutoCAD and Civil 3D Software.

relevant project experience

Wastewater*

Nicholasville Sanitary Sewers, Jessamine County, Kentucky
Garden Side Sanitary Sewer Rehabilitation Project, Lexington, Kentucky
Blue Grass Army Depot Sanitary Sewer and Pump Stations Project, Richmond, Kentucky
Henry County Industrial Park, Campbellsburg, Kentucky
Mercer County Senior High School, Harrodsburg, Kentucky
Latonia Lakes, Kentucky
Georgetown North East Interceptor, Georgetown, Kentucky

Drinking Water*

East Pendleton Water District/Pendleton County Water District Water Main Extensions, Kentucky
Pendleton County Fiscal Court Water Lines, Kentucky
Pendleton County Water District's Kentucky 17/DeMossville Water Line Extension, Kentucky
Scott County Water Line Extensions, Georgetown, Kentucky
Martin County Water Line Extensions, Inez, Kentucky
Louisville Water Company Transmission Main Expansion, Louisville, Kentucky

Site Development*

Covington Riverfront Park, Covington, Kentucky
Chevron USA Station Sites, Various Kentucky Locations
Delaplain Industrial Park, Georgetown, Kentucky
Blue Grass Army Depot, Richmond, Kentucky
Roadway at "F" Area Igloo Pull-Off, Blue Grass Army Depot, Richmond, Kentucky
Brighton East Rail Trail, Lexington-Fayette Urban County Government
West Reynolds Road Improvements, Lexington, Kentucky
Zandale Shopping Center Addition, Lexington, Kentucky
Blue Grass Airport Taxiway "D" Relocation and Corporate Ramp Addition, Lexington, Kentucky

Surface Water*

Bryant Tributary Detailed Flood Study, Lexington-Fayette Urban County Government
Viley Neighborhood Flood Study, Lexington-Fayette Urban County Government
Town Branch Watershed Model, Lexington-Fayette Urban County Government, Lexington, Kentucky
Vaughn's Branch Flood Hazard Mitigation Project, Lexington, Kentucky

Utilities*

Blue Grass Army Depot Underground Security Conduit Project, Richmond, Kentucky
University Of Kentucky "Plant Science Project," Lexington, Kentucky
Covington Riverfront Park, Covington, Kentucky
Blue Grass Army Depot Chemical Demilitarization Project, Richmond, Kentucky
Chevron, USA Station Site, Morehead, Kentucky
Blue Grass Airport Taxiway "D" Relocation and Corporate Ramp Addition, Lexington, Kentucky

Airports*

Runway 4/22 Runway Safety Area (RSA) Improvements, Blue Grass Airport, Lexington, Kentucky
Environmental Impact Statement (EIS), Blue Grass Airport, Lexington, Kentucky
Runway 4/22 Rehabilitation, Blue Grass Airport, Lexington, Kentucky
Parking Lot Improvements, Blue Grass Airport, Lexington, Kentucky
Blue Grass Airport Taxiway "D" Relocation and Corporate Ramp Addition, Lexington, Kentucky

* individual experience



Steve Garland, PE, LEED AP, CFM

Mr. Garland is responsible for management and project coordination for municipal infrastructure projects along with private development. Major responsibilities include design for wastewater collection (gravity and force mains), stormwater drainage, transportation, traffic, and major site development projects. Additionally, Mr. Garland is responsible for scoping, contract negotiations, public awareness and presentation programs, along with qualification control/qualification assurance.

PROFESSIONAL EXPERIENCE

Bob O Link Trunk Sewer Replacement Project (LFUCG), Lexington, KY - Project Engineer currently assisting in the planning, coordination, and design of approximately 4,400 lineal feet of trunk sewer in the Wolf Run Sewershed.

Cardinal Lane Storm and Sanitary Improvements Project (LFUCG), Lexington, KY - Project Engineer in the design of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and an 18" storm sewer system. Also assisted in the design of the replacement of an existing 15" Vitrified Clay Pipe trunk sewer with a 16" Ductile Iron sanitary sewer pipe. Responsibilities also included QA / QC oversight of the entire design and construction process.

Lexington Mall Sanitary Sewer Relocation Project (LFUCG), Lexington, KY - Project Engineer for the design of the relocation of an existing 15" sanitary sewer which was located under the Lexington Mall. Relocation included upsizing the line to a 24" line, traffic control, bypass pumping specifications, and bid administration. The engineer's estimate was \$600,000 with the successful low bid of \$555,432 being awarded out of 13 submitted bids.

Water Street Project (City of Richmond), Richmond, KY - Project Engineer for the stormwater analysis and design of the entire trunk storm and sanitary sewer systems for this 240 acre downtown watershed. The stormwater analysis and design is being conducted by utilizing SWMM and HEC-RAS.

Sanitary Sewer Capacity, Management, Operations, and Maintenance Program (CMOM) (LFUCG), Lexington, KY - Project Engineer for the CMOM. Performed emergency power outage plans including the onsite review of 41 pump stations for emergency power situations. Responsibilities also include the creation of a typical layout for small, medium, and large pump stations.

SSOP (LFUCG), Lexington, KY - Performed database management of the West Hickman SSES, performed smoke testing, pipe televising review, created hydrographs from data, and suggested rehabilitation of manholes and sanitary lines.

East Main Sanitary Sewer Replacement Project (Frankfort Sewer Department), Frankfort, KY - Project Engineer for a gravity line system in along the Kentucky River in downtown Frankfort. A helical pier solution was chosen to solve the existing issue with the replacement of this sanitary sewer line with extreme site constraints along the banks of the Kentucky River.

EDUCATION

- University of Kentucky, B.S. Civil Engineering (1998)

EXPERIENCE – 17 YEARS

PROFESSIONAL REGISTRATIONS

- PE – KY 23980
- PE – TN 110877
- Indiana PE 10606247
- NCEES Model Law Engineer
- LEED Accredited Professional
- CFM – Certified Floodplain Manager

PROFESSIONAL AFFILIATIONS

- Kentucky Society of Professional Engineers (KSPE) & Leadership P.E.
- American Society of Civil Engineers (ASCE)
- Lexington Fayette Urban County Government Environmental Commission

TECHNICAL TRAINING

- Detention Ponds and Urban Hydrology (Featuring XPSWMM and StormNet Design Software)
- Hydraulic Modeling Training (Featuring HEC-RAS Design Software)
- StormNET Hydraulic / Hydrologic Training (2008)
- Pump Station Design (Gorman – Rupp Hydraulic Training)
- Sewer Collection System Rehabilitation Seminar – 2011
- Water Professionals Conference - 2011

Risk Management

In the unfortunate event of a key staff or team member's departure prior to completion of a Task Order, CDP has options in place to make any mid-stream adjustments to the team to assure that the Task Order will still be completed to the LFUCG's satisfaction and in a timely manner. CDP has recent (approximately one year ago) firsthand experience in 'crisis management' within our water/wastewater group with the departure of the group manager, a designer and a CAD technician in the span of 3 months; yet we were able to shift course, assign new individuals and maintained all workload and met deliverable obligations to our clients. We gained valuable knowledge through that experience and have positioned our corporate structure and workforce accordingly to be even better prepared for any such events in the future.

If a key team member departs, our action plan includes the following:

1. Our staff is more diversified than ever. We will have a higher percentage of staff members involved and familiar with the project and able to fill in if the need presents itself. Overlapping familiarity (redundancy) and diversity is critical to our business model and will work well for the RMP.
2. The sub-consultants we have selected, primarily Integrated Engineering, also have experience in the identified category of work so we will be able to allocate a higher percentage of the work to our subconsultants.
3. We maintain an active library of potential employees and can initiate a hiring effort immediately.
4. We maintain excellent working relationships with many of the local firms and could seek out subcontracting arrangements with any number of them depending on the nature of the need.

Another piece of the risk management plan is having firms with specialty disciplines available upon request depending on the nature of the project and potential unknown risks/issues. For Archaeological investigations we can use Cultural Resources or UK. For Environmental we can use Biohabitats, Redwing, or SkyBax. For Architectural we will use Alt32, Pohl-Rosa-Pohl, or Klotfelter-Sammokar.

CDP will communicate any staffing issues to the LFUCG project manager immediately and implement an action plan that is acceptable to both parties.

Location of Key Staff/Team Members identified in the Org Chart and Resumes:

CDP Engineers: All staff is Lexington based. *Integrated Engineering:* All Staff is Lexington based.

TesTech: All staff is Louisville based. *Abbie Jones Consulting:* All staff is Lexington based.

Section 4: List of Clients

Lexington-Fayette Urban County Government

Mr. Charles Martin, PE

(859) 425-2255

cmartin@lexingtonky.gov

South Elkhorn Pump Station and Force Main Improvements

Deep Springs Pump Station and Force Main Improvements

Winchester Municipal Utilities

Mr. Mike Flynn

(859) 744-5434

mike@wmutilities.com

Lower Howards Creek Force Main

Commonwealth of KY Finance and Administration Cabinet

Mr. Frank Phillips

(502) 564-3155

frank.phillips@ky.gov

Bluegrass Station Water Infrastructure Improvements

Mount Sterling Water and Sewer System

Mr. Rick Fletcher

(859) 498-0166

r.fletcher@mwatersewer.com

KY 11 (Levee Road) Utility Relocations

City of Nicholasville

Mr. Tom Calkins

(859) 885-9473

tom_calkins@nicholasville.org

Brookview Sanitary Sewer Improvements

Louisville MSD

Mr. Brad Selch

(502) 540-6614

brad.selch@louisvillemsd.org

Mellwood Pump Station and Force Main Replacement

Section 5: List of Similar Design Services

South Elkhorn Force Main Improvements, Lexington, KY **Date:** 2009 **Cost:** \$10,994,864
Services: Surveying and Photogrammetric Mapping, Hydraulic Modeling, Easement Descriptions, Design, Development of contract plans and specifications, Bidding and Construction Administration.

Description: The project consisted of replacement of an existing 24-inch force main with 36,560 feet of 26 and 48-inch D.I. force main, including 27 combination air release / vacuum valves, and 860 feet of 48-inch bore and jack road crossings. The force main was extended to discharge directly to the West Hickman WWTP.

Deep Springs Pump Station and Force Main, Lexington, KY **Date:** 2012 **Cost:** \$74,783
Services: Surveying, property acquisition to purchase two residential lots to site the new station, design, permitting, development of contract plans & specifications, bidding and construction administration.

Description: The project consisted of new sewers and a force main to serve the new Deep Springs Pump Station. Improvements included installation of 265-feet of 10-inch PVC sewer and manholes to redirect wastewater to the new pump station and 260-feet of 12-inch DI force main to connect to the existing 30-inch North Elkhorn Force Main. Also included was decommissioning of the existing pump station.

Lower Howards Creek Force Main, Winchester, KY **Date:** 2012 **Cost:** \$2,479,300

Services: Surveying Hydraulic Modeling, Design, Permitting and Bidding Services.

Description: Installation of 18,000 feet of 24" PVC force main, including 425 feet of 36" jack and bore, 143 feet of stream crossings, and 16 combination air relief vacuum valves in vaults.

KY 11 (Levee Road) Utility Relocations, Mount Sterling, KY **Date:** 2010 **Cost:** \$248,000

Services: Coordination with KDOH, Evaluating the impact of the proposed highway construction on Mt. Sterling's underground utilities, Design and Development of contract plans and specifications, ROW and Easement descriptions, Bidding, On-Site Inspection, and Construction Administration.

Description: The project consisted of relocating existing water and sewer utilities to accommodate expansion of KY 11. Improvements included installation of 750 feet of 6 and 8-inch PVC waterline and fire hydrants, 410 feet of 10 and 12-inch sanitary sewer with manholes, and 250 feet of 18-inch steel encasement pipe.

Bluegrass Station Sanitary Sewer Improvements, Avon, KY **Date:** 2013 **Cost:** \$136,800

Services: Surveying, permitting, design, bidding assistance and construction management.

Description: The scope of improvements include 600-feet of 8-inch PVC sanitary sewer to serve a new warehouse located at the Bluegrass Station military base. The sewer discharges to a new pump station and includes 2,100-feet of 4-inch PVC force main, ARVs and 40-feet of creek crossing.

Brookview Sanitary Sewer, Nicholasville, KY **Date:** 2013 **Cost:** \$588,279

Services: Surveying, easements & property acquisition to purchase a residential lot, design, permitting, development of contract plans and specifications, bidding and construction administration.

Description: The project consisted of expansion of the main trunk line that serves the northern portion of Nicholasville's sewer service area. Improvements include installation of 2,558-feet of 18-inch sewer to parallel an existing 12-inch through downtown Nicholasville. Also included are two creek crossings, a 130-feet of bore and jack under Norfolk Southern Railroad, manholes and sidewalk and pavement restoration.

Mellwood Pump Station, Louisville, KY

Date: 2012 **Cost:** \$2,623,000

Services: Surveying, Geotechnical Investigation, Hydraulic Analysis of pumping system and force main, Design, Development of contract plans and specifications, Bidding and Construction Administration.

Description: Involved the complete redesign, expansion, and replacement of an existing pump station and force main located within the floodplain of the Ohio River. The new pump station will have a firm capacity of 4.2 million-gallons-per-day (MGD) using four submersible pumps located in a below-grade wet well. All other equipment related to the pump station, including a natural-gas-driven emergency generator, odor control equipment, hoist & monorail, and electrical/instrumentation equipment, will be located in a new elevated, brick building thus providing protection from the 13-foot, 100-year flood depth. The existing 6-inch polyvinylchloride (PVC) force main will be replaced with a new 1,470-ft., 16-inch PVC force main. The existing below-grade, can-type pump station will be demolished. Sustainable design concepts were incorporated into the design through the use of ambient lighting (skylights), high-efficiency motors, porous pavers, LED site lighting, etc.

Town Fork Interceptor Sewer, Nicholasville, KY

Date: 2009 **Cost:** \$5,608,540

Services: Surveying, easement descriptions, design, bidding and construction administration.

Description: Installation of 18,500-feet of 30-inch and 48-inch closed-profile PVC interceptor for sewer from the old Brown Street Wastewater Treatment Plant to the new Jessamine Creek Environmental Control Facility Wastewater Treatment Plant. Decommissioning of the old wastewater treatment plant was included.

Integrated Engineering:

Cardinal Lane Storm & Sanitary Improvements, Lexington, KY **Date:** 2012 **Cost:** \$225,000

Services: Surveying and Engineering Design

Description: Integrated Engineering recently completed the coordination and design of Phases 1 and 2 of the Cardinal Lane Storm and Sanitary Improvements project. The scope of this project includes an extension of approximately 140 lineal feet of 4' x 4' reinforced box culvert and the installation of an 18" storm sewer system.

Lexington Mall Sanitary Sewer Relocation, Lexington, KY

Date: 2011 **Cost:** \$565,000

Services: Engineering Design & Construction Administration

Description: The staff of Integrated Engineering managed the design and provided construction administration for the relocation of over 1,500 linear feet of sanitary sewer trunk line associated with the redevelopment of the Lexington Mall property. The project involved upsizing the existing 15" diameter trunk line to 24" to provide additional capacity in the SSO prone area.

Projects	Morey Lampson	Ed Sidebotham	Frank Pruitt	Krista Citron	Eddie Mesta	Steve Garland	Harsha Wijesiri
South Elkhorn	X						
Deep Springs Pump Station	X			X			
Lower Howards Creek	X	X					
KY 11(Levy Road)	X		X	X			
Bluegrass Station	X	X	X				
Brookview Sanitary Sewer	X	X					
Mellwood Pump Station	X			X			
Town Fork Interceptor Sewer	X						
Cardinal Lane					X		X
Lexington Mall					X	X	

Section 6: Local Office

Prime Consultant	Location (City, State)	Date Office Established	Total No. of Employees	No. Employees Expected to work on DWQ Projects
Headquarters	Lexington, KY	1989	32	14
Local Office	Lexington, KY	1989	32	14
PM Location	Lexington, KY			
<i>Headquarters and local office are one in the same</i>				
Subconsultants:				
Name				
Service Provided				
Headquarters				
Local Office				
Name				
Service Provided				
Headquarters				
Local Office				
Name				
Service Provided				
Headquarters				
Local Office				

Section 7: Disadvantaged Business Enterprise (DBE) Involvement

CDP Engineers is committed to meeting the goals of LFUCG's DBE initiatives in each Task Order we are awarded. We have a long and successful relationship working with DBEs across the state and several locally. There are several means by which we intend to meet these goals including:

1. Selection of multiple DBE firms to team with on each category. This will allow us to distribute the work according to the skill sets of the DBEs when a project is awarded. The prequalification process does not define the projects but rather the type, so CDP was determined to build flexibility in DBE contribution in this manner.
2. Use of different DBEs for different categories as needed. This increases the odds for more DBEs to be selected and does not detract from our qualifications. We have past and current working relationships with all DBEs assigned to our team(s).
3. Use of multiple WBE and MBE firms.
4. DBE firms selected for this category include:
 - a. Integrated Engineering
 - b. TesTech
 - c. Abbie Jones Consulting

Section 8: Hourly Rates

Job Classification	Hourly Rate
<i>CDP Engineers, Inc.</i>	
Principal	\$150
Project Manager	\$125
Project Engineer (PE)	\$105
Project Engineer in Training (EIT)	\$80
Engineering Technician/CAD Technician	\$70
Survey Crew (2-man)	\$125
Clerical	\$50
<i>Integrated Engineering</i>	
Principal	N/A
Project Manager	N/A
Project Engineer (PE)	\$122
Project Engineer in Training (EIT)	\$90
Engineering Technician/CAD Technician	\$80
Survey Crew (2-man)	N/A
Clerical	\$60
<i>TesTech</i>	
Principal	\$185
Project Manager	\$125
Project Engineer (PE)	\$105
Project Engineer in Training (EIT)	\$75
Engineering Technician/CAD Technician	\$65
Survey Crew (2-man)	\$105
Clerical	\$50
<i>Abbie Jones Consulting</i>	
Principal	N/A
Project Manager	\$75
Project Engineer (PE)	\$75
Project Engineer in Training (EIT)	N/A
Engineering Technician/CAD Technician	\$35
Survey Crew (2-man)	\$112
Clerical	\$15

CDP ENGINEERS, INC.

3250 Blazer Parkway
Lexington, Kentucky 40509

AAP Year Date: January 2012 To January 2013

Employer Identification Number: 61-1176637

Affirmative Action Contact:

Francis X. Collins-Camargo, President
CDP Engineers, Inc.
3250 Blazer Parkway
Lexington, Kentucky 40509
Phone: (859) 264-7500

Signed: 
Francis X. Collins-Camargo

Title: President

Commitment to Equal Employment Opportunity (EEO)

It has been and will continue to be, the policy of CDP Engineers, Inc. to be an equal opportunity employer. The official EEO policy statement of CDP Engineers, Inc. is attached as Exhibit A. In keeping with this policy, CDP Engineers, Inc. will continue to recruit, hire, train and promote into all job levels the most qualified persons without regard to race, color, religion, sex or national origin. Similarly, CDP Engineers, Inc. will continue to administer all other personnel matters (such as compensation, benefits, transfers, layoffs, company-sponsored training, education, tuition assistance and social and recreational programs) in accordance with company policy.

CDP Engineers, Inc. bases employment decisions on objective standards so much as possible in the furtherance of equal employment opportunity.

CDP Engineers, Inc. has developed and implemented procedures to ensure that its employees are not harassed because of their race, color, religion, sex, national origin, or any other characteristic protected by law. Exhibit B is a copy of the Anti-Harassment Policy for CDP Engineers, Inc.

Internal Dissemination

CDP Engineers, Inc. will continue to make its equal employment opportunity policy known internally by:

- Including the policy in the Employee Policy Manual for CDP Engineers, Inc. A copy of the manual is issued to each employee.
- Conducting special meetings with executive, management and supervisory personnel to explain the intent of the policy, the president's attitude, and individual responsibilities for effective implementation.
- Conducting special meetings with all non-management and supervisory employees to discuss the policy and explain individual employee responsibilities.
- Explaining the policy thoroughly in employee orientation and management training programs.
- Posting a policy summary on company bulletin boards.

External Dissemination

CDP Engineers, Inc. will continue to disseminate its policy externally by:

- Informing recruiting sources, when utilized, verbally and in writing of company policy, stipulating that these sources actively recruit and refer minorities and women for all positions listed.
- Informing prospective employees of the existence of the affirmative action program and benefits, if any, which may be available to them under the program.

Responsibility for Implementation

Francis X. Collins-Camargo, President of CDP Engineers, Inc, has the overall responsibility to implement CDP Engineers, Inc.'s equal employment opportunity policy and CDP Engineers, Inc. has appointed Vicky M. Clark, Benefits Administrator to serve as equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represents this company in all matters regarding this affirmative action plan.

Duties of the EEO/AA Officer

The duties of the EEO/AA Officer include:

- Developing policy statements, affirmative action programs and internal and external communication techniques.
- Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements.
- Conducting periodic audits of employment practices to ensure non-discrimination.
- Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities.
- Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment.
- Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels..
- Notifying all minority recruitment sources in writing that this company is an equal employment opportunity/affirmative action employer and notification to same of job openings.

- Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity.
- Maintaining all facilities and activities on a non-discriminatory basis.
- Maintaining applicant flow data with the title of job, referral source, sex, race and final action with reasons for any rejections; and
- Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 - The minority population of the labor area surrounding the facility;
 - The size of the minority unemployment forces in the area surrounding the facility;
 - The percentage of the minority workforce as compared with the total workforce in the area
 - The availability of minorities having requisite skills in the immediate labor area;
 - The availability of minorities having requisite skills in the reasonable recruitment area;
 - The availability of promotable and transferable minority employees in the company;
 - The existence of institutions capable of training persons in the requisite skills; and
 - The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

Compliance with Sex Discrimination Guidelines

It has been and continues to be the policy of CDP Engineers, Inc. not to discriminate on the basis of sex. To this end, we continue to do the following:

Recruitment and Advertisement

CDP Engineers, Inc. actively recruits both men and women for all jobs. Referral sources, when utilized, are informed that CDP Engineers, Inc. has no specific sex preference and seeks only qualified applicants without regard to race, color, sex, religion, or national origin.

Advertisements, when placed, are put in a general category with no sex preference indicated. All advertisements are followed by the statement, "Equal Employment Opportunity – M/F/D."

Job Policies and Practices

All written personnel policies clearly state that all policies and practices apply to every employee on an equal basis regardless of the sex of the employee.

All employees have equal opportunity for any job for which they are qualified. Sex is not considered a bona fide occupational qualification for any job within CDP Engineers, Inc.

No distinction is made between the sexes with regard to opportunity, wages, hours, benefits or other conditions of employment.

There is no distinction between the employment treatment or termination of a woman or a man based on marital status. Also, CDP Engineers, Inc. does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.

CDP Engineers, Inc. provides appropriate and comparable physical facilities for both female and male employees.

No difference is made between women and men as to retirement age for any particular job.

Both women and men are eligible for all training programs and benefits offered by CDP Engineers, Inc. CDP Engineers, Inc. encourages women to participate in management training programs both in-house and outside CDP Engineers, Inc.

Compliance with Guidelines on Discrimination Because of Religion or National Origin

Equal Employment Policy

CDP Engineers, Inc. communicates its obligation to provide equal employment opportunity without regard to religion or national origin to all employees, including executives, managers and supervisors.

Internal procedures exist at CDP Engineers, Inc. to implement equal employment opportunity without regard to religion or national origin.

Disadvantaged Business Enterprise (DBE)

CDP Engineers, Inc. has contacted local government to obtain current listings of Disadvantaged Business Enterprise (DBE) subcontractors for referrals, including consulting engineers, single commodity consultants, planning consultants and utility rate "Cost of Service" study experts.

Active support is given to this program and other programs that are concerned with enhancing the employment opportunities of minorities and females.

EXHIBIT A

Equal Employment Opportunity Policy

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CDP Engineers, Inc. will be based on merit, qualifications, and abilities. CDP Engineers, Inc. does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age disability, family care leave status, veteran status, marital status, sexual orientation or any other characteristic protected by law.

CDP Engineers, Inc. will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. CDP Engineers, Inc. prohibits harassment of any individual on the basis of any characteristic listed above. For information regarding CDP Engineers, Inc.'s internal policies for addressing complaints of harassment, please refer to CDP Engineers, Inc.'s Anti-Harassment Policy.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination because they: (1) file a complaint with CDP Engineers, Inc. or with federal, state, or local agencies; (2) assist or participate in any investigation, compliance review, hearing, or any other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action statute; (3) oppose any act or practice made unlawful by federal, state or local law requiring equal employment opportunity or affirmative action; or (4) exercise any other employment right protected by federal, state or local law or its implementing regulations.

CDP Engineers, Inc. maintains an audit and reporting system to determine overall compliance with its equal employment opportunity mandates and to respond to any specific complaints applicants or employees file with the equal employment opportunity office. Overall responsibility for the implementation of the equal employment opportunity program and for affirmative action compliance activities for CDP Engineers, Inc. is assigned to Francis X. Collins-Camargo who may be reached at (859) 264-7500.

EXHIBIT B

Anti-Harassment Policy

CDP Engineers, Inc. is committed to providing a workplace free of sexual harassment, intimidation, threats, coercion or discrimination (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions) as well as harassment, intimidation, threats, coercion or discrimination based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care leave status, or veteran status.

CDP Engineers, Inc. strongly disapproves of and will not tolerate harassment of employees by managers, supervisors or coworkers. Similarly, CDP Engineers, Inc. will not tolerate harassment by its employees of non-employees with whom CDP Engineers, Inc. has a business, service, or professional relationship.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures or cartoons regarding an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care leave status or veteran status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments and unwelcome sexual advances.

You should report any incident of harassment, including work-related harassment by any CDP Engineers, Inc. personnel or any other person, promptly to your supervisor or manager, (or to any member of management). Managers who receive complaints or who observe harassing conduct should inform Francis X. Collins-Camargo immediately. CDP Engineers, Inc. emphasizes that you are not required to complain first to your supervisor if your supervisor is the individual who is harassing you.

Every reported complaint of harassment will be investigated thoroughly, promptly, and in a confidential manner. In addition, CDP Engineers, Inc. will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to Francis X. Collins-Camargo or any other manager.

AFFIRMATIVE ACTION PLAN

In the case of CDP Engineers, Inc. employees, if harassment is established, CDP Engineers, Inc. will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

AFFIRMATIVE ACTION PLAN

WORKFORCE ANALYSIS FORM

Name of Organization: CDP Engineers, Inc. Total Company Date: 11/ 13/ 2012

Categories	Total	White		Black		Other		TOTAL	
		M	F	M	F	M	F	M	F
Administrators	3	1	0			2	0	3	0
Professionals	18	11	6			0	1	11	7
Superintendents									
Supervisors									
Foremen									
Technicians	7	5	1			1	0	6	1
Protective Service									
Para-Professionals									
Office/Clerical	4	0	4					0	4
Skilled Craft									
Service/Maintenance									
TOTAL:	32	17	11	0	0	3	1	20	12

Prepared By: Vicky M. Clark, Benefits Manager
EEO/AA Officer
 Name and Title

AFFIRMATIVE ACTION PLAN

WORKFORCE ANALYSIS FORM

Name of Organization: CDP Engineers, Inc. Lexington Office Date: 11/ 13/ 2012

Categories	Total	White		Black		Other		TOTAL	
		M	F	M	F	M	F	M	F
Administrators	3	1	0			2	0	3	0
Professionals	18	11	6			0	1	11	7
Superintendents									
Supervisors									
Foremen									
Technicians	7	5	1			1	0	6	1
Protective Service									
Para-Professionals									
Office/Clerical	4	0	4					0	4
Skilled Craft									
Service/Maintenance									
TOTAL:	32	17	11	0	0	3	1	20	12

Prepared By: Vicky M. Clark, Benefits Manager
EEO/AA Officer
 Name and Title

AFFIRMATIVE ACTION PLAN

WORKPLACE ANALYSIS FORM

Name of Organization: CDP Engineers, Inc. All Offices Date: 11/ 13/ 2012

	New Hires Preceding 12 Months	Total		White		Black		Other		TOTAL	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	3	0	3							0	3
Superintendents											
Supervisors											
Foremen											
Technicians	2	1	1							1	1
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
TOTAL:		5	1	4	0	0	0	0	0	1	4

Prepared By: Vicky M. Clark/EEO/AA Officer
Name and Title

AFFIDAVIT

Comes the Affiant, CDP Engineers, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Francis X. Collins-Camargo, PE, CFM and he/she is the individual submitting the proposal or is the authorized representative of CDP Engineers 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.

Francis X. Collins-Camargo
Francis X. Collins-Camargo, PE, CFM

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Francis X. Collins-Camargo, PE, CFM on this the 13th day of November, 2012.

My Commission expires: November 4, 2015
Notary ID 454453

Margaret A. Clark
NOTARY PUBLIC, STATE AT LARGE-KENTUCKY

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) or national origin.
- Executive Order No. 11245 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.

James P. Collins
Signature

CDP Engineers, Inc.
Name of Business

Lexington-Fayette Urban County Government
 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 Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1. Integrated Engineering 1716 Sharkey Way Suite 200, Lexington, KY 40511 (859) 368-0145	Design Support- Preliminary Design, Engineering Analysis	Unknown at this time. Submittal is for a prequalification list with no defined project.	Up to 10%
2. TesTech, Inc. 11505 Commonwealth Dr Suite 104 Louisville, KY 40299 (502) 261-0462	Geotechnical Engineering	Unknown at this time. Submittal is for a prequalification list with no defined project.	Up to 10%
3. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 (859) 559-3443	Resident Observation if required by task order.	Unknown at this time. Submittal is for a prequalification list with no defined project.	Up to 10%

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.

Company: CDP Engineers, Inc.

By: 
 Francis X. Collins-Camargo, PE, CFM

Date: 11/13/2012

Title: President

Lexington-Fayette Urban County Government
 MBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 33-2012

Company Name CDP Engineers, Inc.	Contact Person Francis X. Collins-Camargo, PE, CFM
Address/Phone/Email 3250 Blazer Parkway, Lexington, KY 40509 859-264-7500 scamargo@cdpengineers.com	RFP Package / RFP Date 33-2012

MBE/WBE Company Address	Contact Person	Contact Information (work, phone, email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event, etc.)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Integrated Engineering 1716 Sharkey Way, Suite 200 Lexington, KY 40511	Harsha Wijesiri	Harsha@int-engineering.com (859) 351-9748	10/22/12	Design Support	Email	TBD-Prequalification Submittal	SRI Lankan
TesTech, Inc. 11505 Commonwealth Dr., Suite 104 Louisville, KY 40299	Jon Pickering	pickering@testechinc.com (937) 435-3200	11/1/12	Geotechnical	Email	TBD-Prequalification Submittal	
Abbie Jones Consulting	Abbie Jones	abbie@abbie-jones.com (859) 559-3443	10/22/12	Resident Observation	Email	TBD-Prequalification Submittal	

(MBE designation / AA = African American / HA = Hispanic American / AS = Asian American/Pacific Islander/ NA = Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CDP Engineers, Inc.
Company

11/13/2012
Date


Company Representative

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 33-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.
Phone calls, emails and personal contacts with all DBE's
included in this submittal.

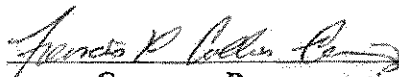
The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CDP Engineers, Inc.

Company

11/13/2012

Date



Company Representative

President

Title

Firm Submitting Proposal: CDP Engineers, Inc.

Complete Address: 3250 Blazer Parkway Lexington 40509
Street City Zip

Contact Name: Francis X. Collins-Camargo, Title: President
PE, CFM

Telephone Number: 859-264-7500 Fax Number: 859-264-7501

Email address: scamargo@cdpenginers.com

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

11/13/2012
Date



CERTIFICATE OF LIABILITY INSURANCE

CDPEN-1 OP ID: SHLA

DATE (MM/DD/YYYY)
11/13/2012

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 Neace Lukens - Lexington Assured NL Insurance Agcy Inc 2416 Sir Barton Way, Suite 300 Lexington, KY 40509 Christopher P. Ice	859-543-1716 859-543-1987	CONTACT NAME: Laura Shaw PHONE (A/C, No, Ext): 859-685-6516 E-MAIL ADDRESS: laura.shaw@neacelukens.com	FAX (A/C, No): 859-543-1987													
	INSURED CDP Engineers Inc./MapSync LLC 3250 Blazer Parkway Lexington, KY 40509		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Selective Insurance Company</td> <td>12572</td> </tr> <tr> <td>INSURER B : Bridgefield Casualty Insurance</td> <td></td> </tr> <tr> <td>INSURER C : CNA Insurance Companies</td> <td>02186</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 : Selective Insurance Company	12572	INSURER B : Bridgefield Casualty Insurance		INSURER C : CNA Insurance Companies	02186	INSURER D :		INSURER E :		INSURER F :
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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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$1853822	08/07/12	08/07/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		\$1853822	08/07/12	08/07/13	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0		\$1853822	08/07/12	08/07/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 N/A	19610622	08/07/12	08/07/13	<input checked="" type="checkbox"/> WC (STATU-TORY LIMITS) <input type="checkbox"/> BOTH / LK E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		AEH006092226	06/21/12	06/21/13	Ea. Incid 2,000,000 Aggregate 2,000,000

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

Professional Liability - \$2,000,000 ea incident/\$2,000,000 aggregate with \$25,000 deductible

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Room 338, Government Center 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 
--	--



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: CDP Engineers, Inc.

ADDRESS: 3250 Blazer Parkway, Lexington, KY 40509

SIGNATURE OF PROPOSER:



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.*