

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 31, 2017, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**), an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507, and [REDACTED], located at 3250 Blazer Parkway, Lexington, KY 40509 (**CONSULTANT**). **OWNER** intends to proceed with the services as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 1, Roadway Corridor and Intersection Design Planning RFQ #38-2016." The services are to include customary civil, sanitary, mechanical, structural, storm and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, which may include, among other things, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree with respect to the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, structural, mechanical, storm, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 1, RFP# 38-2016", and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP# 38-2016 and a current

Certificate of Insurance), and amendments to the CONSULTANT'S proposal included in attached Exhibit C "Further Description of Basic Engineering Services and Related Matters." (Project Assignment for Template).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT C**, and then **EXHIBIT B**.

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made or approvals necessary by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the project schedule. Unless otherwise stated, **CONSULTANT** shall perform the services described in Exhibit C for a period of one (1) year from the date of contract execution. LFUCG, at its sole discretion, shall have the option to renew this Agreement for an additional period of one (1) year.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for in Section 5 of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

OWNER shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise

Project Assignments shall include time and materials payment terms.

- 5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1 shall be the only person authorized to provide such approval.

5.2. Times of Payment

- 5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

- 5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2 Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Planning, Preservation & Development, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds

for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.
- b. OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

- a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** (Lexington-Fayette Urban County Government) is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**.

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence |
| Professional Liability | \$1 million per occurrence, \$2 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as **Exhibit "B"** to this Agreement.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by **OWNER**.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Definition of Default

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Doug Burton, P.E., Director of the Division of Engineering (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

CDP ENGINEERS, INC. 3250 BLAZER PARKWAY LEXINGTON, KY 40509

BY: [Signature: Jim Gray] JIM GRAY MAYOR

BY: [Signature: C. Lewis Dixon] C. Lewis Dixon Print name Executive Vice President Print title

ATTEST: [Signature: ...] URBAN COUNTY COUNCIL CLERK COMMONWEALTH OF KENTUCKY) COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by C. Lewis Dixon, as the duly authorized representative for and on behalf of CDP Engineers Inc., on this the 5th day of January, 2017.

My commission expires: February 22, 2018

[Signature: Jessica Cottrell] NOTARY PUBLIC (State-At-Large) Notary ID #: 505352

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP# 38- 2016



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #38-2016 Professional Engineering Services Contract 1 - Roadway Corridor and Intersection Design Planning** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 10, 2016**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFQ #38-2016 Professional Engineering Services Contract 1 - Roadway Corridor and Intersection Design Planning

If mailed, the envelope must be addressed to:

Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Qualifications are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Overall expertise of the firm in project category 20 points
2. Overall expertise of the Team members in project category 25 points
3. Past performance in the project category 25 points
4. Project Manager Qualifications 10 points
5. Office status and location of employees 20 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed to:

Sondra Stone, Buyer Senior
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, 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 _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 2016.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-------|-----------------------------------|---|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | |

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

**Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses (VOSB).
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed;

estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to

construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

| Business | Contact | Email Address | Phone |
|---|--|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttvra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Susan Marston | smarston@tsmsdc.com | 502-365-9762 |
| Small Business Development Council | Shirie Hawkins UK SBDC | smack@uky.edu | 859-257-7666 |
| Community Ventures Corporation | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| KY Transportation Cabinet (KYTC) | Melvin Bynes | Melvin.bynes2@ky.gov | 502-564-3601 |
| KYTC Pre-Qualification | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| Ohio River Valley Women’s Business Council (WBENC) | Sheila Mixon | smixon@orvwbc.org | 513-487-6537 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwbo.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozdeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------------|-------------------------|--------------------------------------|------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

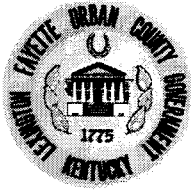
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

| | |
|----------------------------|-------------------------------|
| Company Name | Contact Person |
| Address/Phone/Email | Bid Package / Bid Date |

| MWDBE 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 | Veteran |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|---------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(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.

Company

Date

Company Representative

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

| | |
|---------------------------------|--|
| Project Name/ Contract # | Work Period/ From: _____ To: _____ |
| Company Name: | Address: |
| Federal Tax ID: | Contact Person: |

| Subcontractor Vendor ID (name, address, phone, email) | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|---|---------------------|--------------------------|---|-----------------------------------|---|------------------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
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By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Date

Company Representative

Title

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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence |
| Professional Liability aggregate | \$1 million per occurrence, \$2 million |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

Request for Qualifications (RFQ) for Professional Engineering Services Contract 1 – Roadway Corridor and Intersection Design/Planning

1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalification of firms will be followed by solicitation of design fee bids for specific projects from select firms. Prequalification of consultants does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms.**

Currently there are eight (8) active prequalification categories, as listed below. Historically, only Contract 1: *Roadway Corridor and Intersection Design/Planning* has been significantly utilized. Current Contracts 2-8 are being renewed, per terms of the 2014 contract. Therefore, **this Request for Qualifications shall only address Contract 1.** The current Contract 1 will expire upon passage of new Contract 1; therefore, all firms interested in Contract 1 will have to re-submit for this RFQ. The possible number of firms that will be prequalified in this process shall be increased from six (6) to ten (10).

Contract 1 - Roadway corridor and intersection design/planning – re-bid in this RFQ package.

Contract 2 - Right-Of-Way or easement acquisition – renewed.

Contract 3 - Construction drawings review for DOE manual compliance – renewed.

Contract 4 - Structures or bridge design – renewed.

Contract 5 - Pedestrian, bike, or multimodal trail design/planning – renewed.

Contract 6 - Traffic signal design – renewed.

Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – renewed.

Contract 8 - Construction inspection – renewed.

Engineering services for other disciplines not detailed above may be solicited in a separate procurement.

The Urban County Government reserves the right to periodically re-solicit for qualifications. Furthermore, if a firm that submitted qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

2. Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select a specified number of qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

Once selections are made for the specified number of qualified consultants, the firms will be ranked as follows: The firm with the highest total dollar value of Division of Engineering (DOE) contracts or additions to existing contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one firm on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. Exhibit 1 is a template for a typical fee proposal. In addition to furnishing lump sum line items costs, the consultant shall address DBE utilization, current qualification status, and shall acknowledge receipt of addenda.

The firm submitting the lowest cost proposal will be offered a written Project Assignment. If for any reason the firm currently under consideration rejects the project assignment, the firm submitting the next lowest fee may be offered the project assignment. If the second firm does not accept the project assignment, DOE may then offer the project assignment to the third firm. If that offer does not result in an accepted project assignment, DOE may solicit cost proposals from the next three ranked firms. The cycle will continue until the project is assigned or canceled. Any firms who provided written cost proposals and were offered a project assignment that was then rejected, will be placed at the bottom of the list. Firms that provide a written cost proposal but are not offered a project assignment shall not lose their place on the consideration list. For project categories with three or less pre-qualified firms, all firms will be asked to submit a fee proposal each time.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may choose not to submit pricing if they do not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that category's list. After declining a third project, the firm will then be moved to the bottom of the list. Excessively high fee proposals (more than twice the lowest proposal) may be counted as declined bids for this purpose.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project, including the latest photographic mapping and digital information that is available.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field and cadastral surveying.
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Preparation of detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
 - Attendance at design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
 - Review and approval of shop drawings
 - Responses to contractor requests for information (RFIs)
 - Review and approval of pay requests and change order requests
 - Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
 - Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
 - Final Inspection and preparation of punchlist
 - Project start-up and preparation of operations and maintenance manuals (pump stations)
 - Project Certification
 - Meetings – consultant will be responsible for agenda and preparation of meeting summary
 - Preconstruction
 - Monthly progress meetings
 - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings

4. Submittals

Each firm responding to this RFQ shall submit an SOQ for Contract 1 prequalification. SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies). Statements of Qualification shall be structured as follows:

Section

1. Letter of Transmittal (**one page maximum**)
2. Firm Qualifications (**two pages maximum**)
 - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to Contract 1.
3. Project Team (**six pages maximum**)
 - Provide an organizational chart for identifying project manager, project engineers, surveyors, Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include office locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.
4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
 - Provide client name, contact person, contact phone number and email address, and

identify by name similar projects completed for each client.

5. List of Similar Projects Within the Desired Category (**two pages maximum**)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (**one page maximum**)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see *BGADD.org* for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

5. Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3323

Note: Consultants may, but are not required to identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must indicate their status of DBE utilization on the fee proposal, and furnish supporting documentation for each project assignment they are awarded. A sample Fee Proposal is provided as Exhibit 1.

6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

| | |
|--|-------------------|
| Overall expertise of the firm in project category ⁽¹⁾ | 20 points |
| Overall expertise of the Team members in project category ⁽¹⁾ | 25 points |
| Past performance in the project category ⁽²⁾ | 25 points |
| Project Manager Qualifications ⁽³⁾ | 10 points |
| Office status and location of employees ⁽⁴⁾ | 20 points |
| TOTAL: | 100 points |

Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as “acceptable”. Individual Project Team members should demonstrate significant experience in at least two similar projects in the last three years to be rated as “acceptable”.
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last three years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as “acceptable”. Proposals should clearly present all information regarding all firms submitting as a “team”.

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 DOE projects |
|-------------------------|-------------------------------|--------------------------------|----------------------------------|---|
| Headquarters | | | | |
| Local Office | | | | |
| PM Location | | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| | | | | |

Notes:

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

EXHIBIT 1

**TEMPLATE FOR PROFESSIONAL ENGINEERING SERVICES CONTRACTS
UTILIZING PREQUALIFIED FIRMS ON A FEE BASIS**

Fee Proposal

Project Name

Lump Sum Fee Components

| | |
|--------------------------------|----------|
| Task No. 1 — Description | \$ _____ |
| Task No. 2 — Description | _____ |
| Task No. 3 — Description | _____ |
| Task No. 4 — Description | _____ |
| Total (Basis of Contact Award) | \$ _____ |

DBE Utilization – Check Applicable Box Below

- A DBE firm will be utilized on this project.
- DBE Name _____
- Total \$ _____
- Percent Utilization _____
- A DBE firm will not be utilized on this project. *Note: Attach a written explanation describing your efforts to secure a DBE and furnish supporting documentation.*

Qualification Certification

Have the firm's qualifications significantly changed since submittal of their Statement of Qualifications?

- No
- Yes *If yes, provide supporting documentation explaining the change(s) and demonstrating the firm's currently ability to perform the work.*

Acknowledge Receipt of Addendum No.#

Dated xx/xx/xx _____

Signed: _____

Firm Name: _____

Date: _____

EXHIBIT B

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

- 1. Proposal of Engineering Services**
- 2. Certificate of Insurance**

cdp



Response to
Request for Qualifications

RFQ #38-2016
Professional Engineering Services Contract 1
Roadway Corridor and Intersection Design Planning

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



November 10, 2016

In association with

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



improving lives one community at a time...through sustainable solutions

November 10, 2016

Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Re: Letter of Transmittal for RFQ #38-2016
Professional Engineering Services Contract 1
Roadway Corridor and Intersection Design Planning

Dear Mr. Slatin:

CDP Engineers (CDP), in association with our DBE sub-consultant Abbie Jones Consulting (AJC), would like to thank you for reviewing our Statement of Qualifications to provide the Lexington-Fayette Urban County Government (LFUCG) with Professional Engineering Services. This submittal contains information to be considered for **Contract 1 – Roadway corridor and intersection design/planning.**

With our corporate office established in Lexington in 1989, CDP is in its 27th year of business. As an award-winning design firm, CDP provides Civil, Environmental, and Transportation Engineering; Landscape Architecture & Planning; and Land Surveying & GIS services to a range of public and private entities including; governmental agencies, public institutions, municipalities, and commercial establishments. Our firm's capabilities have been constantly enhanced and diversified to better serve client needs. CDP has been committed to service excellence and staying at the forefront of current technology. We take pride in our track record of providing high quality services and innovative design solutions for our clients.

CDP's Transportation Group has built a reputation for design excellence for a number of years. Our recent Project Evaluation Scores from the Kentucky Transportation Cabinet attest to our reputation: US 60 District 9 (98.33), KY 2 District 9 (99.25), County Road 1338 District 9 (99.25), Berea Bypass District 7 (98), KY 205 District 10 (93), Menelaus Road District 7 (98), Clays Mill Road District 7 (91) and Cigar Lane Roundabout District 7 (91). Transportation projects ranging from the design of a turn lane to the design of a 7-mile bypass receive the same level of professional attention and design consideration. Our Transportation Group works to integrate a community's current transportation needs balanced with contemplation for future demands. *Of particular note, CDP won the 2013 ACEC Excellence Award for the Clays Mill Road project, an LFUCG project. Further, Mayor Jim Gray proclaimed September 26, 2013 as CDP Engineers Day for its work on the Clays Mill Road project and for also being awarded the Construction Project of the Year by the Kentucky American Public Works Association.*

We are excited about this opportunity and eager to assist the LFUCG by providing Professional Engineering Design or Planning related to Contract 1.

Sincerely,
CDP Engineers, Inc.

C. Lewis Dixon, PE, PLS
Executive Vice President
(859) 264-7500 (ext 1500)
ldixon@cdpengineers.com

Firm Qualifications

An award-winning firm, CDP Engineers (CDP) is a multi-disciplined firm that affords its clients the benefits of having the necessary disciplines working seamlessly under the same roof. Having the necessary disciplines for a project all under the same roof offers our clients the benefits of improved communication, better scheduling and workflows, and better coordination. In complying with the Affirmative Action Plan for this contract, CDP is happy to have added **Abbie Jones Consulting (AJC)** to our team to provide all the necessary Permitting associated with the upcoming projects. Without knowing the scope of each upcoming project, we hope to utilize AJC in the permitting role since this is likely to be an anticipated requirement. However, AJC is capable of contributing additionally by performing Traffic Counts and Land Surveying services.

CDP is organized around three (3) primary areas of expertise; 1) Transportation Design 2) Infrastructure Design, Analysis and Planning and 3) GeoSpatial Services including GIS and Geomatics. CDP is pre-qualified with the Kentucky Transportation Cabinet (KYTC) for Rural & Urban Roadway Design, Surveying and Pedestrian & Bicycle Planning and Design. These categories include horizontal and vertical alignment studies, plan and profiles, cross road designs for intersections with major roads, drainage design and advanced drainage folder, pipe section sheets, utility relocations, maintenance of traffic, situation surveys, boundary surveys, easement and R/W descriptions, integration of photogrammetric mapping, public involvement activities, and coordination of geotechnical, structural, traffic, and environmental studies. CDP’s infrastructure expertise includes asset management, water, sewer, storm, site development and landscape architecture. Project managers and project teams are assigned from our experienced multi-disciplined Professional and Technical staff based on the project scope and specific client requirements.

Project Team - Mr. Bob Walling, Vice President, has served as CDP’s Director of Transportation, since 2003. Mr. Walling joined CDP after retiring with 34 years of experience with KYTC. Now, having thirteen (13) years of experience with CDP,

he brings 47+ years of experience to the table and is instrumental in overseeing all transportation related projects. Within CDP’s Transportation Group, we have two very experienced Project Managers; Mr. Richard Hall, PE and Mr. Kevin Cox, PE, both are available for this contract; both take the lead on drainage design and advanced drainage folder as well. Steve Green, PLS, has served as CDP’s Geomatics/Surveying manager for the last 14 years and is the longest tenured CDP staff member other than the founders, having served CDP for nearly 25 years. Lewis Dixon, PE, PLS, Executive Vice-President and one of the original founders of CDP will serve as one of the QA/QC staff members.

Capacity to Meet Project Schedule – CDP is large enough to easily meet the capacity needs of this project, yet small enough to give personal service with our # 1 goal being client satisfaction. We have performed a Workload Capacity Analysis based on existing contracts and staff assignments. This analysis has yielded an Availability Percentage of each key staff member, which we included on their resumes in Section 3. We are committed to completing all projects ahead of schedule.

Past Record on Similar Projects – All of our similar projects listed in Section 5 are roadway corridor and intersection related projects. The table provided in this section includes evaluation scores of some of

| Project | District | Score |
|--------------------------|----------|-------|
| [Redacted Table Content] | | |

our recent projects. The other projects listed in this section have yet to be evaluated. We have not left out any

evaluation scores. Our real strength is working closely with individual clients to find the best solution for each project and following through with the plan. Our evaluation scores attest to that fact.

Erosion, Drainage & Hydraulic Analysis – CDP has all the necessary in-house expertise related to erosion control, drainage design, hydrologic and hydraulic analyses and floodplain impact. Roads with bridges will require in-depth hydraulic/hydrologic analyses of the accompanying stream. CDP has extensive experience performing HEC-RAS



modeling/drainage design. Our team will work closely with LFUCG in assembling the Drainage and the Advance Situation Folders. We will provide erosion control plans to ensure sediment control is maximized and utilize BMP's during construction.

R/W & Utilities – Most roadway corridor and intersection projects will impact R/W & utilities. All overhead and underground utilities will be field located in order to either avoid or relocate. Relocation will be coordinated with utility companies. Once utilities are located, we will minimize utility relocations and impacts to utility service during design to the extent practicable with the optimum roadway location taking precedence. CDP has extensive experience preparing utility coordination and relocation plans. Our Surveyors have extensive experience in preparing easements, plats and all documents necessary to complete requirements to purchase R/W.

Accurate Base Mapping – Having accurate base mapping is one of the most important factors to a successful project. CDP is fortunate to have one of the most talented Surveying Groups (in-house) in the state. Our Surveying staff is well-versed with both conventional and GPS surveying techniques. We are also adept at utilizing KY's statewide LIDAR information to generate Digital Elevation Models (DEM's) to supplement our field surveys. CDP has had a surveying staff since our inception in 1989, which is extremely important when it comes to communication, coordination and scheduling.

Maintenance of Traffic (MOT) – During roadway corridor and intersection projects, traffic during construction can be handled thru 3 primary methods: road closure/detours, phased construction or alternate alignments. Closing a roadway during construction would be the most straightforward and cheapest from construction standpoint. This would be the way to go if a reasonable detour is available. However, road closures are not always feasible. Phased construction is typically the costliest option and could cost nearly twice as much in the example of a bridge replacement via road closure. Each phase requires a completely new setup and extensive labor, which is the primary driver of costs (not materials). Finally, providing temporary diversions during construction is also another option when there is adequate space along the roadway.

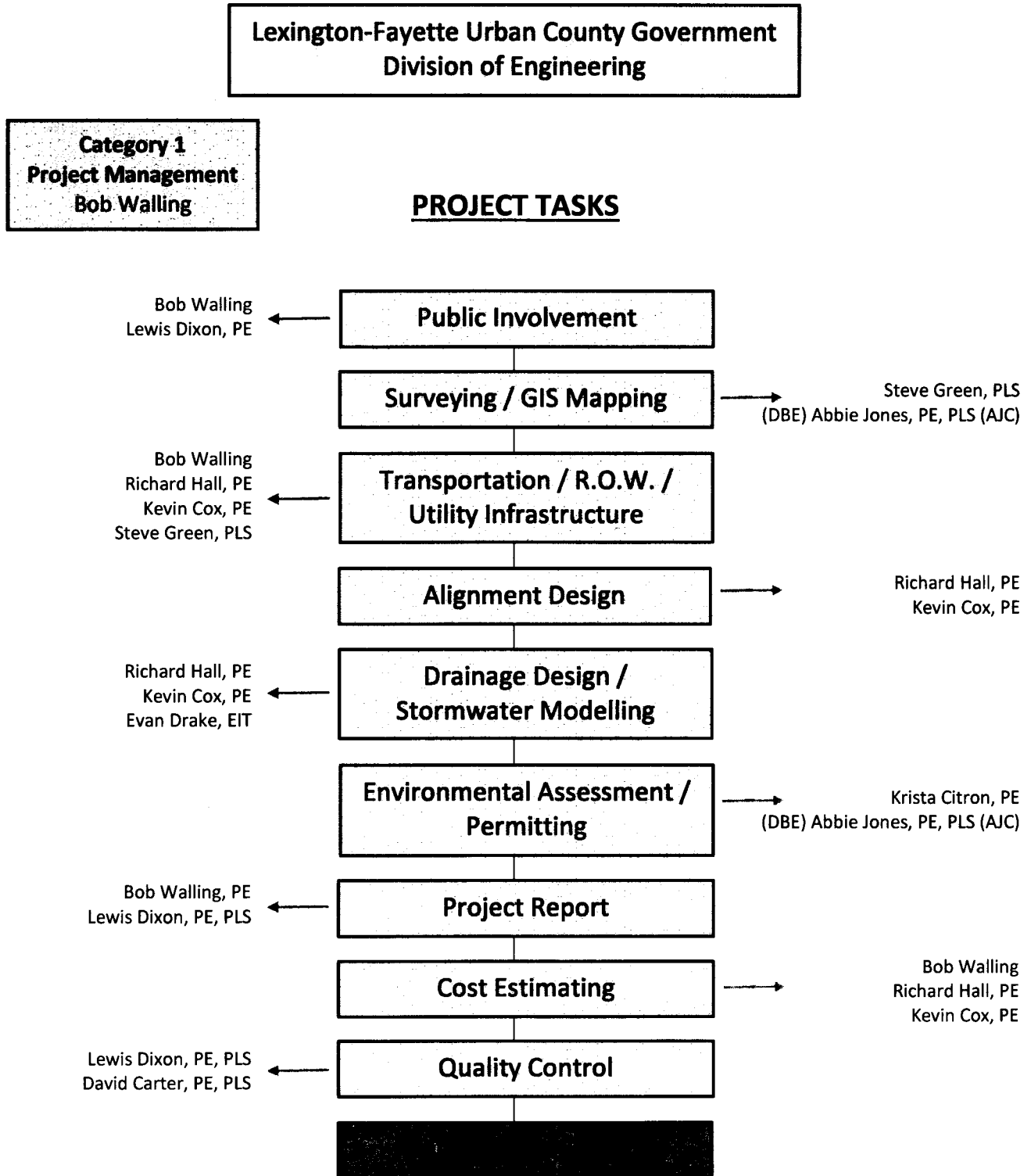
Public Involvement (PI) – CDP has worked with LFUCG, KYTC, local officials, schools, and the general public on many similar projects. PI activities should only consist of individual property owner meetings, as needed. The primary theme for most projects will be to emphasize the need to improve safety. One of the biggest issues to property owners is ingress and egress during construction; motorists merely want to avoid delays. We have experienced these issues often and found that good communication is one of the keys in dealing with property owners. We will make it a high priority to keep affected property owners well informed. Our experienced staff knows how to properly manage these issues and prepare plans to minimize impacts, which aids LFUCG in good will and time savings. We are experienced with consensus building and with developing options to reduce any direct or perceived impacts.

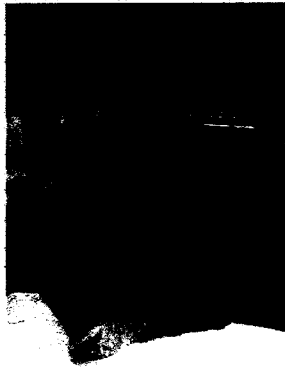
Work Location – All planning and design work will be performed in the CDP & AJC Lexington offices.

KYTC Experience - CDP has experience working in nine (9) of the twelve KYTC Districts, including District 2 (Madisonville), District 3 (Bowling Green), District 4 (Elizabethtown), District 5 (Louisville), District 7 (Lexington), District 9 (Flemingsburg), District 10 (Jackson), District 11 (Manchester) and District 12 (Pikeville). We also have recent experience working for individual communities, including LFUCG, and the cities of Berea, Richmond, and Nicholasville. Having worked on and completed a variety of project types for KYTC districts across the state of Kentucky and also having worked with numerous Kentucky cities, CDP possesses considerable versatility when working on various transportation related projects.

Organizational Chart

We have provided an outline of the proposed work team in the attached diagram. Because the projects are currently unknown, the outlined project tasks have been provided based on past project experience. The resumes for key personnel have been provided in this section. Abbie Jones Consulting, our DBE firm is included.





Bob Walling
 Director of Transportation

Education:
 Winchester Technical College
 1966, Highway Design

Availability – 71%

Training:

- AASHTO Roadside Design Guide; KYTC
- UK College of Engineering KY Transportation Center “Thinking Beyond the Pavement”
- Public Involvement in NEPA and Transportation Decision-Making Process
- Best Practice in Wetland Mitigation and Stream Restoration

Experience:

With more than 47 years of experience (13 years with CDP) in highway design, Mr. Walling’s career with the KYTC included 20 years as Project Manager. His experience includes all phases of highway design, encompassing scoping studies, right-of-way plans, right-of-way negotiations and public involvement.

Relevant Project Experience:

- *Clays Mill Road Improvements, Fayette Co., LFUCG (D-7), 2000-Present*; Principal-In-Charge for Ph I & II rural roadway design for the 4.0-mile Clays Mill Road project in Fayette Co.
- *Helechawa Road (KY 205), Wolfe Co., KYTC (D-10), 2007-Present*; Principal-In-Charge for Ph I & II rural roadway design for the 6.32-mile KY 205 project in Wolfe Co.
- *Menelaus Road, Berea, – KYTC (D-7), 2004-2013*; Principal-In-Charge for Phase I & II urban roadway designs for the 1.98-mile project in Madison Co.
- *Berea Bypass, Berea, KY – KYTC (D-7), 2000-Present*; Principal-In-Charge for Phase I & II roadway designs for the 5.5-mile Berea Bypass. This was a new route to relieve congestion from downtown Berea that consisted of a 4-lane rural arterial, limited access with a 40’ depressed median.
- *US 60 Bridge over Hays Branch, Rowan Co., KYTC (D-9), 2005-2014*; Principal-In-Charge for the Ph I & II roadway designs for the 1.0-mile US 60 Bridge Replacement and approaches.
- *US 460 Roadway Widening, Menifee Co., KYTC (D-10)*; Principal-In-Charge for the Ph I & II roadway designs for the 2.4-mile Reconstruction and Major Widening project.
- *US 62/KY 48 Downtown Bloomfield, KY – KYTC (D-4), 2013-Present*; Principal-in-Charge of project addressing structural deficiencies of the US 62 & KY 48 bridges along with the culvert that runs between these two bridges.
- *Mayde Road, Berea, – KYTC (D-7), 2006-2008*; Principal-In-Charge for Phase I & II urban roadway designs for the 1.2-mile project in Madison Co.



Richard Hall, PE
 Project Manager

Education:
 Univ. of Missouri @ Rolla
 Bachelor of Science, 1975
 Civil Engineering

Professional Registration:
 PE, KY #12759

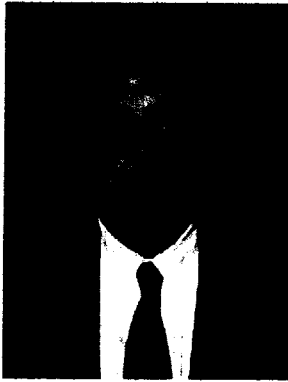
Availability – 71%

Experience:

Mr. Hall has over 35 years of experience with the design and construction of civil, railroad, and transportation projects within Kentucky, and Indiana. His experience in roadway design includes horizontal and vertical alignments, geometric computations, feasibility studies, MOT plans, quantity calculations, project estimates, open channel flow analysis, assembling drainage folders, and working with various computer applications, such as Micro Station, In-Roads, Geopak, SWMM, and HEC-RAS.

Relevant Project Experience:

- *US 421 Bridge Replacement & Approaches, Jackson Co., KYTC (D-11)* - Project Engineer for Ph. II rural roadway designs for the KY 223 Bridge Replacement and approaches in Jackson Co.
- *KY 474 Bridge Replacement & Approaches, Carter Co., KYTC (D-9)* - Project Engineer for Ph. II rural roadway designs for the KY 223 Bridge Replacement and approaches in Knox Co.
- *US 460 Improvements, Menifee Co., KY, (D-10)* - Project Engineer on Phase II for the 2.4 mile widening. This project included a rural 2-lane section transitioning into a 3-lane urban section with a Two-Way Left Turn Lane (TWLTL).
- *US 68 Roadway Widening (D-3), Metcalfe & Green Counties* - Project Engineer on Phase I for the 1.5 mile widening along US 68, a 2-lane undivided highway. This project is intended to widen lanes and shoulders to better facilitate truck traffic and improve safety.
- *KY 79 Roadway Widening (D-4), Breckinridge & Meade Counties* - Project Engineer on Phase I roadway widening project covering 5.1 miles. This project is a reconstruction/major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety and substandard geometrics.



Lewis Dixon, PE, PLS
QA/QC Manager

Education:
University of Kentucky, 1984,
Bachelor of Science, Mining
Engineering

Professional Registration:
PE, KY #15717
PLS, KY #3000



Availability 77%

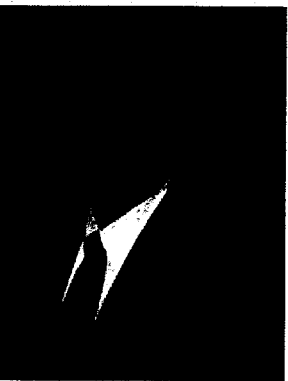
Experience:

Mr. Dixon is the Co-founder and Executive Vice President of CDP Engineers. He has 32 years of experience (27 years with CDP) covering a wide range of projects and can provide essential QA/QC. Mr. Dixon served as Surveying Manager for CDP from 1989 to 2004. He was responsible for the successful completion of over 400 surveying projects. These projects included boundary, easement, photo control, topographic, ALTA/ACSM, hydrographic and construction surveys. He has managed projects for a variety of clients, including the KY Transportation Cabinet, Lexington Fayette Urban Co. Gov., City of Berea, KY-American Water, the U.S. Army COE, the KY Div. of Abandoned Lands, KY Utilities, and several municipalities and private clients.

Relevant Project Experience:

Mr. Dixon typically attends project meetings, public involvement meetings, writes meeting minutes, design executive summaries and technical reports and performs QA/QC. The following list are projects that he has assisted with:

- *US 460, (D-10), Menifee Co., KY*
- *Bloomfield Culvert & Bridges (D-4), Nelson Co., KY*
- *US 60 Bridge over Hays Branch (D-9), Rowan County*
- *US 431 Bridge Replacement (D-2), McLean Co., KY*
- *CR 1338 Bridge Replacement (D-9), Lewis Co., KY*
- *KY 223 Bridge Replacement (D-11), Knox Co., KY*
- *KY 2 Bridge Replacement (D-9), Carter County*
- *KY 474 Bridge Replacement (D-9), Carter Co., KY*
- *Helechawa Road – KY 205, (D-10) Lee City, KY*
- *CR 1338 Bridge Replacement (D-9), Knox Co., KY*
- *Clays Mill Road Improvements, (D-7) Lexington, KY*
- *Berea Bypass (D-7), Madison Co., KY*
- *KY 32 Roadway Widening (D-9), Elliott Co., KY*
- *KY 79 Roadway Widening (D-4), Meade Co., KY*
- *US 68 Roadway Widening, Metcalfe & Green Co., KY*



Steve Green, PLS
Survey Department Manager

Education:
University of Kentucky, 1982,
Bachelor of Arts, Broadcasting

Professional Registration:
Professional Land Surveyor,
KY #3539



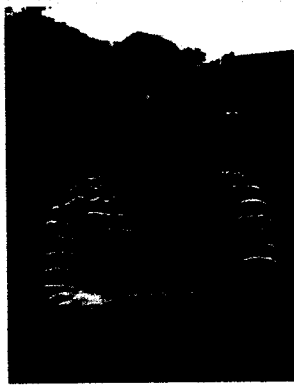
Availability – 77%

Experience:

Mr. Green's 25 years of surveying experience (all with CDP) includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency in the use of traditional and state-of-the-art surveying equipment and in the use of AutoCAD and MicroStation. In addition, Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

Relevant Project Experience

- *US 460 Improvements, Menifee Co., KY, (D-10) - Mr. Green managed the survey operations on Ph. I & II roadway design for the 2.4 mile project.*
- *Helechawa Road (KY 205), Wolfe Co., KY – (D-10) - Mr. Green managed the survey operations on Ph. I & II roadway design for the 6.32-mile KY 205 project.*
- *US 60 Bridge over Hays Branch (D-9), Rowan County, KY - Mr. Green managed the survey operations on Ph. I & II roadway design for the 1.0 mile US 60 project.*
- *US 431 Bridge Replacement (D-2), McLean Co., KY - Mr. Green managed the survey operations on Ph. I & II bridge replacement project.*
- *Clays Mill Road Improvements (D-7), Fayette Co., KY - Mr. Green managed the survey operations on Ph. I & II 4.0 mile roadway improvement project.*
- *KY 223 Bridge Replacement (D-11), Knox Co., KY - Mr. Green managed the survey operations on the Ph. I & II bridge replacement project.*
- *KY 2 Bridge Replacement (D-9), Carter County - Mr. Green managed the survey operations on the Ph. I & II bridge replacement project.*
- *KY 474 Bridge Replacement (D-9), Carter Co., KY - Mr. Green managed the survey operations on the Ph. I & II bridge replacement project.*



Kevin Cox, PE
 Project Manager 

Education:
 University of Kentucky, 1992,
 Bachelor of Science, Civil
 Engineering

Professional Registration:
 PE, KY #20539
 PE, TN #00113171
 PE, IN #19700334
 PE, VA #0402046345


Experience: **Availability 73%**

Mr. Cox has over 24 years of experience with the design and construction of civil, highway, railroad, and other transportation projects within Kentucky, and Indiana. His experience in roadway design includes horizontal and vertical alignments, geometric computations, drainage structure design, intersection and interchange design, MOT plans, quantity calculations, project estimates, open channel flow analysis, pavement design, and working with various computer applications, such as Micro Station, In-Roads, HY-8, Hydraulic Toolbox, and HEC-RAS.

Relevant Project Experience:

- **US 460 Improvements, Menifee Co., KY, (D-10)** - Drainage Engineer on Phase II for the 2.4 mile reconstruction/widening. This project included a rural 2-lane section transitioning into a 3-lane urban section with a center Two-Way Left Turn Lane (TWLTL).
- **US 68 Roadway Widening (D-3), Metcalfe & Green Counties, KY** - Drainage Engineer on Phase I for the 1.5 mile reconstruction/widening along US 68, a 2-lane undivided highway. This project is a major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety.
- **KY 79 Roadway Widening (D-4), Breckinridge & Meade Counties, KY** - Drainage Engineer on Phase I roadway widening project covering 5.1 miles. This project is a reconstruction/major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety and substandard geometrics.
- **KY 32 Roadway Widening (D-9), Elliott County, KY** - Drainage Engineer on Phase I KY 32 roadway widening project covering 1.42 miles in Sandy Hook, Elliott County. This route has very narrow lanes with little to no shoulder and includes two horizontal curves with extremely low radii, one of which was only 95.5 feet. This project is intended to correct horizontal, vertical, and width deficiencies to improve driver safety and operational efficiency.



Evan Drake, EIT
 Project Engineer 

Education:
 University of Kentucky, 2015, Bachelor
 of Science, Civil Engineering

Professional Registration:
 Engineer in Training
 EIT, KY #15271

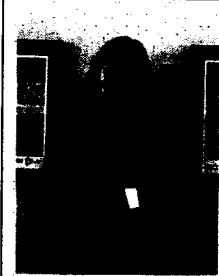
Availability – 73%

Experience:

Mr. Drake is a 2015 graduate from the University of Kentucky with a Bachelor's of Science in Civil Engineering. In his brief career, he has been fortunate to have had the opportunity to get immersed in Kentucky Transportation Cabinet projects. Since joining CDP following graduation, he has worked on four (4) projects in 4 separate districts. His primary duties have centered around performing drainage engineering tasks, such as culvert and ditch design, assembling drainage folders, etc. He has also become proficient with Micro Station software.

Relevant Project Experience:

- **US 460 Improvements, Menifee Co., KY, (D-10)** - Assistant Drainage Engineer on Phase II for the 2.4 mile reconstruction/widening. This project included a rural 2-lane section transitioning into a 3-lane urban section with a center Two-Way Left Turn Lane (TWLTL).
- **US 68 Roadway Widening (D-3), Metcalfe & Green Counties** - Assistant Drainage Engineer on Ph. I for the 1.5 mile reconstruction/widening along US 68, a 2-lane undivided highway. This project is a major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety.
- **KY 79 Roadway Widening (D-4), Breckinridge & Meade Counties** - Assistant Drainage Engineer on Phase I roadway widening project covering 5.1 miles. This project is a reconstruction/major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety.
- **KY 32 Roadway Widening (D-9), Elliott County** Assistant Drainage Engineer on Phase I KY 32 roadway widening project covering 1.42 miles. This route has very narrow lanes with little to no shoulder and includes two horizontal curves with extremely low radii. This project is intended to correct horizontal, vertical, and width deficiencies to improve driver safety and operational efficiency.



Reda Smith, PLS
Staff Surveyor



Education

Univ. of Kentucky, BSW Social Work,
1974

Professional Registration
PLS, KY #3323

Availability – 78%

Experience:

Ms. Smith's 32 years of surveying experience has included working on a wide variety of projects including boundary surveys, utility easement surveys, rural and urban transportation (route) surveys, photogrammetry control, topographic mapping and construction surveys. Her experience includes both conventional and GPS surveys, deed research, right-of-way plats, and descriptions for utility easement development and acquisition. Ms. Smith has worked as a staff surveyor for CDP Engineers over the last 20+ years. She has developed boundaries and rights-of-ways for numerous CDP projects. Some of her KYTC projects include:

- **Berea Bypass, Berea, KY – KYTC (D-7)** – Performed boundary research/resolution on Phase I & II of the roadway design for the 5.5 mile Berea Bypass
- **US 60 Bridge over Hays Branch (D-9), Rowan County** – Performed boundary research/resolution on the Phase I & II roadway design for the 1.0 mile US 60 project.
- **Clays Mill Road Improvements (D-7), Fayette Co., KY** – Performed boundary research/resolution on Ph. I & II of 4.0 mile roadway improvement project.
- **US 421 Bridge Replacement (D-11), Jackson Co. KY** – Performed boundary research/resolution on the Phase Phase II rural roadway design for the KY 223 bridge replacement and approaches in Jackson Co.
- **US 431 Bridge Replacement (D-2), McLean Co., KY** – Performed boundary research/resolution on the Phase I & II bridge replacement project.
- **Menelaus Road, Berea, – KYTC (D-7), 2004-2013** – Performed boundary/resolution on Phase I & II urban roadway designs for the 1.98-mile project in Madison Co.
- **US 460 Improvements, Menifee Co., KY, (D-10)** – Performed boundary research/resolution on the Ph. I & II roadway design for the 2.4 mile project.



Cheryl Garner
CADD Drafting



Education

Somerset Vocational Technical
School, 1981

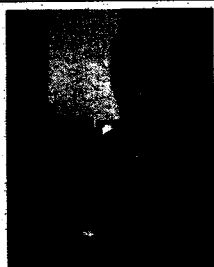
Availability – 73%

Experience:

Ms. Garner has worked as a drafting technician since 1981. Ms. Garner serves as a CADD operator with the roadway department. Her roadway experience includes the layout of plan, profile, drainage, maintenance of traffic, cross sections and quantity sheets for various projects. In addition, prior to joining CDP, Ms. Garner worked for more than 23 years as a CADD operator in site development projects laying out the existing, proposed, grading, drainage, erosion control, utilities and detail sheets for various project sites. She is proficient in Microstation, Autocad and also deals some with InRoads. Some of her KYTC projects include:

- **Berea Bypass, Berea, KY – KYTC (D-7)** – Performed CADD tasks on Phase I & II of the roadway design for the 5.5 mile Berea Bypass.

- **Menelaus Road, Berea, – KYTC (D-7), 2004-2013** – Performed CADD tasks for Phase I & II urban roadway designs for the 1.98-mile project in Madison Co.
- **Helechawa Road – KY 205, (D-10) Lee City, KY** – Performed CADD tasks on the Ph I & II rural roadway design for the 6.32-mile KY 205 project in Wolfe Co.
- **US 460 Roadway Widening, Menifee Co., KYTC (D-10)** – Performed CADD tasks for the Ph I & II roadway designs for the 2.4-mile Major Widening project
- **US 60 Bridge over Hays Branch (D-9), Rowan County** – Performed CADD tasks on the Phase I & II roadway design for the 1.0 mile US 60 project.
- **KY 223 Bridge Replacement & Approaches, Knox Co., KYTC (D-11)** – Performed CADD tasks for Ph. I & II rural roadway designs for the KY 223 Bridge Replacement and approaches in Knox Co.
- **CR 1338 Bridge Replacement (D-9), Knox Co., KY** – Performed CADD tasks on the Phase I & II bridge replacement project.
- **US 421 Bridge Replacement (D-11), Jackson Co. KY** – Performed CADD tasks on the Ph. II rural roadway designs for the KY 223 Bridge Replacement and approaches in Jackson Co.
- **US 431 Bridge Replacement (D-2), McLean Co., KY** – Performed CADD tasks on the Phase I & II bridge replacement project.
- **Bloomfield Culvert & Bridges (D-4), Nelson Co., KY** – Performed CADD tasks on the US 62 & KY 48 bridges and the culvert that runs between these two bridges.



Ed Sidebotham
CADD Drafting



Education
Univ. of Kentucky, 2002, MS, Civil
Engineering/ Water Quality

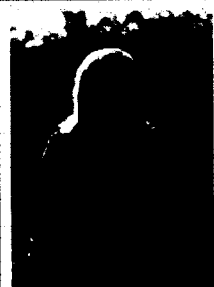
Availability – 76%

Experience:

Mr. Sidebotham started his career in 1989. His experience has included the drafting and design of roadways, wastewater collection systems, site development, water distribution systems and construction inspection. Mr. Sidebotham is proficient in the use of MicroStation, InRoads, AutoCAD and Civil 3D Software. Some of his KYTC projects include:

- **Berea Bypass, Berea, KY – KYTC (D-7)** - Performed CADD & Survey tasks on the Phase I & II roadway designs for the 5.5-mile Berea Bypass. This was a new route to relieve congestion from downtown Berea that consisted of a 4-lane rural arterial, limited access with a 40' depressed median.
- **East Nicholasville Bypass – KYTC (D-7)** – Performed CADD & Survey tasks on the Phase I and Phase II access road design for the 1.0 mile Cigar Lane in preparation for the 2010 FEI World Equestrian Games.

- **Helechawa Road – KY 205, (D-10) Lee City, KY** – Performed CADD & Survey on Ph. I & II roadway design for the 6.32-mile KY 205 project.
- **Clays Mill Road (D-7), Lexington, KY** – Performed CADD & Survey tasks for Phase I and Phase II plans for the Clays Mill Road. The project limits were Man-o-War Blvd. to Harrodsburg Rd, a distance of 4.0 miles.
- **US 68 Roadway Widening (D-3), Metcalfe County** – Performed CADD & Survey tasks on Phase I for the 1.5 mile widening along US 68, a 2-lane undivided highway. This project is intended to widen lanes and shoulders to better facilitate truck traffic and improve safety
- **US 25 Road Widening (D-7), Berea, KY** – Performed CADD & Survey tasks Phase I and Phase II Roadway Design for the 1.26 mile US 25 Roadway Project in Madison County.
- **KY 79 Roadway Widening (D-4), Meade Co., KY** – Performed CADD & Survey tasks on Phase I roadway widening project covering 5.1 miles. This project is a reconstruction/major widening project, intended to widen the lanes and shoulders to better facilitate truck traffic and improve safety and substandard geometrics
- **US 431 Bridge Replacement (D-2), McLean/Muhlenberg Counties (D-2)** – Performed CADD & Survey tasks on Ph. I & II bridge replacement project.



Abbie Jones, PE, PLS, CFM
President, Abbie Jones Consulting
Permitting

Education:
Tennessee Technology University,
2000, BS Civil Engineering

Availability – 70%



Training/Publications/Awards

- KYTC Highway Design Guidance co-author to multiple chapters including Pre-Design
- Land Surveying, Southern Polytechnic State University

Experience:

With more than 16 years of experience in civil engineering, Ms. Jones' career has included time both as a consultant and a civil servant. Her experience includes all phases of highway pre-design, encompassing scoping studies, traffic counts, permitting, right-of-way plans, land surveys, easement negotiations and public involvement. Abbie will oversee permitting related components of the project.

- **KYTC Statewide Survey (2015 – Present)** – Subcontractor with CDP. For KY 1931 project in Louisville we handled the railroad crossing and permit.

- **KYTC Statewide Transportation Planning (2012 – Present)** – Subcontractor with CDM.KYTC Statewide Transportation Forecasting (2012 – Present) – Subcontractor with CDM and Stantec.
- **KYTC Statewide Aviation (2012 – Present)** – Cynthia Harrison Topo, Boundary, Construction Checks that saved the owner \$200K; Capital City taxiway topo in two phases; Big Sandy Regional Airport topo; Muhlenberg AGIS aerial control points; Bluegrass Airport topo in area where PACS was destroyed by others.
- **West Hickman Trunk Sewer-A, Lexington, KY** – Prepare permits and SWPPP with Jessamine County, LFUCG, KYDOW, and USACE.
- **SWPPP Plan** – Provide certified engineering services to contractors for LFUCG, UKY, and private projects since 2011: Idle Hour Park, Arlington Wickliffe Phase 2, Blazer East Dorm, Wildcat Dorm, 965 Warrington, and AT&T Broadway.
- **KYTC Permits** – Nicholasville Road Whitaker Bank.
- **Easement Negotiations** – Idle Hour Trunk Sewer
- **KY EPA** – Permanent Easement Documents for Stearns Lumber Disaster Recovery and Survey Certification of Maxey Flats Landfill monitoring wells.
- **City Engineer, Milton, GA** – Engineer for start-up of new municipality, population 40,000. Develop all forms, permits, and agency relationships necessary for engineering, including GRTA and GDOT.

List of Clients (*Project names italicized*)**Highlighted Projects included in Section 5**

LFUCG – Division of Engineering

Mr. Mark Feibes, PE

(859) 258-3478

mfeibes@lexingtonky.gov***Clays Mill Road Improvements******Mason Headley Road Widening******Cardinal Run Park Entrance***

KY Transportation Cabinet, District 2

Ms. Charlotte Cotton, PE

(270) 824-7080

charlotte.cotton@ky.gov***US 431 Bridge & Approaches***

KY Transportation Cabinet, District 3

Mr. Jim Hudson, PE

(270) 746-7898

jim.hudson@ky.gov***US 68 Roadway Widening/Improvements***

KY Transportation Cabinet, District 4

Mr. Larry Krueger, PE

(270) 766-5066

larry.krueger@ky.gov***KY 79 Roadway Widening/Improvements***

KY Transportation Cabinet, District 5

Mr. Patrick Matheny

(502) 210-5400

Patrick.matheny@ky.gov***KY 1931 Improvements (Survey only)***

KY Transportation Cabinet, District 7

Mr. Rob Sprague, PE

(859) 246-2355

robin.sprague@ky.gov***Berea Bypass New Construction******Menelaus Road Improvements******Mayde Road Improvements******East Nicholasville Bypass***

KY Transportation Cabinet, District 9

Mr. Darrin Eldridge, PE

(606) 845-2551

darrin.eldridge@ky.gov***US 60 Bridge & Approaches***

KY Transportation Cabinet, District 9

Mr. David Ritchie, PE

(606) 845-2551

david.ritchie@ky.gov***KY 2 Bridge & Approaches******CR 1338 Bridge & Approaches******KY 474 Bridge & Approaches***

KY Transportation Cabinet, District 10

Mr. Darren Back, PE

(606) 666-8841

darren.back@ky.gov***KY 205 Roadway Improvements***

KY Transportation Cabinet, District 10

Mr. Min Jiang, PE

(606) 666-8841

min.jiang@ky.gov***US 460 Major Widening***

KY Transportation Cabinet, District 11

David Fields, PE

(606) 598-2145

david.fields@ky.gov***US 421 Bridge & Approaches***

KY Transportation Cabinet, District 12

Mr. John Michael Johnson

(606) 433-7791

johnm.johnson@ky.gov***KY 979 Roadway Widening (Survey only)***

KY Transportation Cabinet, District 4

Mr. Joe Ferguson

(270) 766-5066

joseph.ferguson@ky.gov***KY 48/55 Bridge & Approaches***

KY Transportation Cabinet, District 9

Ms. Rachel Catchings, PE

(606) 845-2551

rachel.catchings@ky.gov***KY 32 Roadway Widening/Improvements***

List of Similar Projects (Current staff experience)

Clays Mill Road Improvements: Lexington, KY (LFUCG); **Date:** 2000-Present **Cost:** \$14 million; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement descriptions, traffic analyses, evaluated roadway geometrics, provided public involvement activities, landscape architecture services, bidding and construction administration. Project limits were Man-o-War Blvd. to Harrodsburg Rd, covering 4.0 miles. The purpose of project was to relieve traffic congestion.

Cardinal Run Park Entrance: Lexington, KY (LFUCG); **Date:** 2005 **Cost:** \$14 million; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W plats, alignment studies to increase vertical curve sight distance, roadside drainage designs, provided sidewalk connectivity to adjacent residential area, modular retaining wall to protect existing utility infrastructure and cost estimates. This project covered 0.3 miles of widening of Parkers Mill Road.

Menelaus Road Improvements: Berea, KY (D-7); **Date:** 2013; **Cost:** \$3.1 million; Phase I design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, evaluated roadway geometrics, provided public information meetings, drainage design, and coordination of structural designs for box culverts. This project covered 1.98 miles of urban arterial roadway and was widened to a 3-lane urban section with 3-12' lanes and a 5' sidewalk on both sides.

Mayde Road Improvements: Berea, KY (D-7); **Date:** 2008; **Cost:** \$3 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, evaluated roadway geometrics, provided public information meetings, drainage design, and coordination of environmental, archaeology, and geotechnical studies. Project covered 1.2 miles of urban arterial roadway and was widened to a 3-lane urban section with 3-12' lanes and a 10' shared-use path.

KY 48/KY 55 Bridge & Approaches: Bloomfield, KY (D-4); **Date:** 2013-Present; **Cost:** \$3.1 million; Phase I & II design and specifications meeting KYTC standards, provided supplemental surveying, easement and R/W descriptions, evaluated roadway geometrics, provided public information meetings, drainage design, and coordination of structural designs for bridge and box culvert.

Berea Bypass: Berea, KY (D-7); **Date:** 1998-Present; **Cost:** \$40 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, extensive horizontal alignment study, cross road designs for intersections, provided public information meetings, drainage design, and coordination of environmental studies and structural designs for bridges and box culverts. This project covered 5.5 miles of new rural arterial roadway construction.

US 60 Bridge & Approaches: Rowan Co., KY (D-9); **Date:** 2005-2013; **Cost:** \$1.3 million; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, provided public information meetings, coordination of structural designs for bridge environmental studies and geotechnical services. This project covered 0.5 miles of rural major collector and a new bridge.

KY 205 Roadway Improvements: Wolfe Co., KY (D-9); **Date:** 2007-Present **Cost:** \$11 million; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, horizontal and vertical alignment studies, provided public information meetings, hydraulic studies, pavement design, and coordination of structural, photogrammetry, environmental studies and geotechnical services. This project covered 6.32 miles of reconstructed KY 205, a rural major collector.

KY 223 Bridge & Approaches: Knox Co., KY (D-11); **Date:** 2013-Present; **Cost:** \$777,713; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, property owner meetings, coordination of structural designs for bridge environmental studies and geotechnical services. This project covered 0.3 miles of rural major collector and a new 78' bridge.

US 460 Major Widening: Menifee County, KY (D-10); **Date:** 2014-Present; **Cost:** \$8.3 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, extensive horizontal alignment study, cross road designs for intersections, provided public information meetings, drainage design, and coordination of environmental studies and

structural designs for box culverts. This project covered 2.3 miles of new rural and urban roadway design. The urban typical section included a center Two Way Left Turn Lane (TWLYL), similar to that used for Clays Mill Rd.

East Nicholasville Bypass: Nicholasville, KY (D-7); Date: 2010-Present; Cost: \$12 million; Phase II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, performed drainage situation surveys, performed Right of Way summary sheet, and participated in public information meetings. This project covered 2.61 miles of cross country for a new route. The proposed East Bypass is needed to reduce congestion through downtown and to provide reasonable access for commuters to US 27 both north and south of Nicholasville.

US 431 Bridge & Approaches: McLean and Muhlenberg Co. (D-2), KY; Date: 2014-Present; Cost: \$4 million; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, provided property owner information meetings, coordination of structural designs for bridge, environmental studies and geotechnical services. This project covered 0.63 miles of Rural Primary Arterial and a new bridge.

KY 2 Bridge & Approaches: Carter Co. (D-9), KY; Date: 2013-2016; Cost: \$436,383; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, provided property owner information meetings, coordination of structural designs for bridge, environmental studies and geotechnical services. This project covered 0.10 miles of Rural Local roadway and a new 40' bridge.

CR 1338 Bridge & Approaches: Lewis Co. (D-9), KY; Date: 2013-2015; Cost: \$431,106; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, provided property owner information meetings, coordination of structural designs for bridge, environmental studies and geotechnical services. This project covered 0.10 miles of Rural Local roadway and a new 125' bridge.

US 68 Roadway Widening: Metcalfe/Green Counties, KY (D-3); Date: 2015-Present; Cost: \$10 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, extensive horizontal alignment study, dross road designs for intersections, provided public information meetings, drainage design, and coordination of environmental studies and structural designs for box culverts. This project covered 2.3 miles of Rural Arterial roadway design.

KY 79 Roadway Widening: Breckinridge/Meade Counties, KY (D-4); Date: 2015-Present; Cost: \$18 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, extensive horizontal alignment study, dross road designs for intersections, provided public information meetings, drainage design, and coordination of environmental studies and structural designs for box culverts. This project covered 5.0 miles of Secondary Rural Arterial roadway design.

KY 32 Roadway Widening: Elliott County, KY (D-9); Date: 2015-Present; Cost: \$9.3 million; Phase I & II design and specifications meeting KYTC standards, performed surveying and photogrammetric mapping, easement and R/W descriptions, extensive horizontal alignment study, dross road designs for intersections, provided property owner meetings, drainage design, and coordination of environmental studies and structural designs for box culverts. This project covered 1.5 miles of Rural Secondary Collector roadway design.

US 421 Bridge & Approaches: Jackson Co., KY (D-11); Date: 2013-Present; Cost: \$694,022; Phase I & II design and specifications meeting KYTC standards, prepared accurate base mapping, easement and R/W descriptions, extensive horizontal alignment studies, evaluated vertical geometrics, stream impact considerations, provided public information meetings, coordination of structural designs for bridge environmental studies and geotechnical services. This project covered 0.1 miles of rural secondary roadway and a new 48' bridge.

KY 979 Widening: Floyd Co., KY (D-12); Date: 2014-Present; Cost: \$694,022; Phase I & II surveying services for another design consultant. Services included photo control, extending control network throughout the corridor, prepared accurate base mapping, performed situation surveys, property owner interviews, deed research, property corner reconnaissance, easement and R/W descriptions

Local Office

CDP Engineers, Inc. was co-founded in 1989 by two lifelong Kentuckians, Mr. David Carter, PE, PLS, and Mr. Lewis Dixon, PE, PLS, who were originally from the eastern and western Kentucky coalfields, respectively. Both Mr. Carter and Mr. Dixon left rural Kentucky to attend the University of Kentucky, where they graduated in 1982 and 1984, respectively. Following graduation, they both ended up working for Commonwealth Technology, Inc., a Lexington consulting engineering firm. Once they gained their professional engineering and surveying licensure, they decided to start their own company, CDP Engineers, Inc. Before starting their engineering company, they had a tough decision on where to establish their office. Being from rural Kentucky and being quite comfortable in both urban and rural settings of Kentucky, they only wanted to go in the direction that they thought would offer the greatest opportunity. Ultimately, they decided to begin CDP Engineers in 1989 as a Lexington company and have continued with that decision to present date.

CDP is truly a Lexington firm and all of our services are performed locally with local talent. Mr. Carter and Mr. Dixon also purchased their office building in Lexington some 15 years ago and also contribute to Lexington’s property tax. Not only is CDP a Lexington company, Mr. Carter and Mr. Dixon have always invested in the most current technology available, such that our clients do not have to settle for second best. We have proven that you don’t have to be a national or international company to provide state of the art services. Boasting a staff of 32 employees that are multi-dimensional and very talented, affords our clients the best available service and allows us versatility to make adjustments in an ever-changing market place. Both CDP and our DBE sub-consultant Abbie Jones Consulting are Lexington firms with a strong commitment to this community.

| | | | | |
|--|--|------|----|----|
| Name: | CDP Engineers | | | |
| 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: | Abbie Jones Consulting (Certified DBE Firm) | | | |
| Service Provided | Permitting | | | |
| Headquarters | Lexington, KY | 2011 | 8 | 4 |
| Local Office | Lexington, KY | 2011 | 8 | 4 |
| <i>Headquarters and local office are one in the same</i> | | | | |

Disadvantaged Business Enterprise (DBE) Involvement

CDP Engineers is committed to meeting the goals of LFUCG’s DBE Involvement. We have a long and successful relationship working with DBE’s across the state and several locally. We intend to meet these goals and have included **Abbie Jones Consulting (AJC)** to our team. It is anticipated that she will provide the required environmental permitting on each project, but could also provide surveying and/or traffic counts. CDP has successfully teamed with AJC on past projects.

AJC specializes in land surveying, traffic counts, and civil engineering. Ms. Abbie Jones, PE, PLS, CFM started the firm from scratch in 2011 in Lexington, Kentucky with a few thousand dollars. They focus on fieldwork heavily because that is the strong interest of their founder. AJC has grown to include eight (8) employees, and their clients are both public and private entities. While beginning as a sole proprietor, the firm has been a Public Service Corporation with S selection for some time now. Ms. Jones remains the only shareholder or principal of the firm.

AJC provides boundary, topographic, aerial control, airfield, subsurface utility engineering (SUE), geodetic control, mapping, as-builts, ALTA/ACSM, and construction staking land survey services. Their engineering services include site design, transportation engineering, sanitary & storm system design, and permitting. AJC is very familiar with LFUCG and KYTC standards as most of their engineering work is within those jurisdictions.

AJC is prequalified in Surveying, Traffic Data Collection, Bicycle & Pedestrian Design, Rural Highway Design, and Urban Highway Design. Their staff of four includes a professional land surveyor, licensed professional civil engineer, certified professional in erosion control (KPESC-RI), certified floodplain manager (CFM), traffic count field technicians, survey field crews, and CAD technicians skilled in in both AutoCAD and Microstation. They are licensed in Kentucky, Tennessee, and Georgia. Ms. Jones has personally been involved in developing survey standards and training classes for KYTC staff. AJC is a woman-owned A/E firm with KYTC and TDOT “Disadvantaged Business Enterprise” (DBE) and Small

Business (SBE) certifications. Their Kentucky Finance Cabinet Female Business Enterprise (FBE) certification is nearly complete and in process. We also meet WOSB federal criteria. As a certified firm, they work diligently to help their teammates.

AJC’s workplace has several unique characteristics: remote workplaces and part-time status for those technical staff who desire such flexibility in time-of-day and workday choice. Many A/E firms do not offer these types of work-life choices. They are proud to offer a place for smart individuals to stay within the professional areas of land surveying and civil engineering in a non-traditional arrangement. Their full time senior staff is very responsive to their client needs and concerns. Their entire team is located within Kentucky and they are always glad to provide the appropriate staff for each particular project.

CDP has successfully teamed with AJC on past projects and both enjoy a mutually beneficial relationship based on respect and trust. The certificate provided below certifies that Abbie Jones Consulting has met all the eligibility requirements in the Disadvantaged Business Enterprise Program.



CDP unsuccessfully attempted to locate a Veteran-Owned Small Business (VOSB) to assist us with this contract. We went to veteranownedbusiness.com and searched the state of Kentucky and found no Transportation Engineering VOSB companies. We will continue to seek out a VOSB for this contract.

AFFIDAVIT

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

1. His/her name is C. Lewis Dixon and he/she is the individual submitting the proposal or is the authorized representative of CDP Engineers, 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.

C. Lewis Dixon
C. Lewis Dixon, PE, PLS
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by C. Lewis Dixon on this the 10th day
of November, 2016.

My Commission expires: 11/16/2019
Notary ID: 545793

Margaret A. Cook
NOTARY PUBLIC, STATE AT LARGE

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:

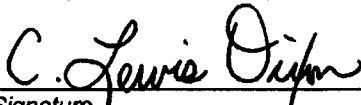
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

CDP Engineers, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: CDP ENGINEERS, INC.

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (Not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-------|-----------------------------------|----|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|----|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | 3 | | | | | | | | | | 1 | | | | 4 | 0 |
| Professionals | | 6 | 3 | | | | | | | | | | | | | 6 | 3 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | 9 | 4 | | | | | | | | | | | 1 | | 10 | 4 |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | 4 | | | | | | | | | | | | | | 4 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | 18 | 11 | | | | | | | | | 1 | | 1 | | 20 | 11 |

Prepared by: Vicky M. Clark, EEO/AA Officer Date: 10 / 20 / 2016

(Name and Title)

Revised 2015-Dec-15

CDP ENGINEERS, INC.

3250 Blazer Parkway
Lexington, Kentucky 40509

AAP Year Date: January 2016 To January 2017

Employer Identification Number: 61-1176637

Affirmative Action Contact:

David D. Carter, President
CDP Engineers, Inc.
3250 Blazer Parkway
Lexington, Kentucky 40509
Phone: (859) 264-7500

Signed: 
David D. Carter

Title: President



CDP ENGINEERS DAY

*I, Jim Gray, Mayor of Lexington,
in celebration of CDP Engineers and its outstanding work on
the Clays Mill Road project, recognized as
Construction Project of the Year by the
Kentucky American Public Works Association
do hereby proclaim September 26, 2013,
CDP Engineers Day.*

Jim Gray





CDPENGI-01

KCOLLETT

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/02/2016

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 Lexington / AssuredPartners NL 2416 Sir Barton Way, Suite 300 Lexington, KY 40509 | CONTACT NAME: Ashley Hacker | FAX (A/C, No): (859) 543-1987 | |
| | PHONE (A/C, No, Ext): (859) 543-1716 | E-MAIL ADDRESS: ashley.hacker@assuredptrnl.com | |
| INSURED CDP Engineers Inc./Mapsync LLC 3250 Blazer Parkway Lexington, KY 40509 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Selective Insurance of South Carolina | 19259 | |
| | INSURER B : Bridgefield Casualty Insurance Co | 10335 | |
| | INSURER C : Hanover Insurance Company | 22292 | |
| | 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | S185382207 | 08/07/2015 | 08/07/2016 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS | | | S185382207 | 08/07/2015 | 08/07/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | SCHEDULED AUTOS NON-OWNED AUTOS | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE | | | S185382207 | 08/07/2015 | 08/07/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | | |
| 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 <input type="checkbox"/> N/A | 19610622 | 08/07/2015 | 08/07/2016 | PER STATUTE OTH-ER 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 Liabili | | | LHWA050893 | 07/11/2015 | 08/07/2016 | \$25,000 Deductible 2,000,000 |

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

Blanket Additional Insured status applies with respects to General Liability when required by written contract Excluding Architects, Engineers, or Surveyors.

CERTIFICATE HOLDER**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

Mark R. Bizer

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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

November 10, 2016

Date

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

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,

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.

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

X Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries. See Section 7

X Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. See Section 7

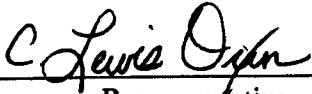
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations 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
November 10, 2016

Date



Company Representative
Executive Vice President

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 38-2016

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

 Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

 Included documentation of advertising in the above publications with the bidders good faith efforts package

 Attended LFUCG Central Purchasing Economic Inclusion Outreach event

 Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

 Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

 Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

 Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

 X Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

 X Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

 X Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

 X Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 38-2016

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

| | |
|--|--|
| Company Name CDP Engineers, Inc. | Contact Person C. Lewis Dixon, PE, PLS |
| Address/Phone/Email 3250 Blazer Parkway, Lexington, KY 40509 (859) 264-7500 / ldixon@cdpengineers.com | Bid Package / Bid Date RFP # 38-2016 / November 10, 2016 |

| MWDBE 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 | Veteran |
|------------------------|----------------|---|----------------|---------------------------|--|---|---|---------|
| Abbie Jones Consulting | Abbie Jones | abbie@abbie-jones.com | 11-7-16 | Permitting Traffic Courts | Phone | To be determined | DBE | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(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
 November 10, 2016

Date

C. Lewis Dixon

Company Representative
 Executive Vice President

Title



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 38-2016

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-----------------------|-----------------------------|--|----------------------------------|
| 1. Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502 (859) 559-3443 abbie@abbie-jones.com | DBE | Permitting Traffic Count | Unknown at this time. Submittal is for a prequalification list with no defined project | up to 10% |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE 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.

CDP Engineers, Inc.
Company

November 10, 2016
Date

C. Lewis Oyer
Company Representative

Executive Vice President
Title

Firm Submitting Proposal: CDP Engineers, Inc.

Complete Address: 3250 Blazer Parkway Lexington, KY 40509
Street City Zip

Contact Name: C. Lewis Dixon, PE, PLS Title: Executive Vice President

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

Email address: ldixon@cdpengineers.com

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 David D. Carter 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 David D. Carter or any other manager.

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.

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 David D. Carter who may be reached at (859) 264-7500.

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.

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.

- 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.

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

David D. Carter, 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.

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.



CDPENGI-01

AHACKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2017

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 have ADDITIONAL INSURED provisions or 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 Lexington / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509 | CONTACT NAME: Ashley Hacker PHONE (A/C, No, Ext): (859) 685-6520 6520 FAX (A/C, No): E-MAIL ADDRESS: ashley.whattenbarger@assuredptrni.com |
| INSURED CDP Engineers Inc./Mapsinc 3250 Blazer Parkway Lexington, KY 40509 | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Selective Casualty Insurance 14376 INSURER B: Bridgefield Casualty Insurance Co 10335 INSURER C: Hanover Insurance Company 22292 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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|--|--------------------|---------------|-------------------------|-------------------------|--|
| A X | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: X OCCUR | | S185382208 | 08/07/2017 | 08/07/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | | | | |
| A X | AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | S185382208 | 08/07/2017 | 08/07/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A X | UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0 | | S185382208 | 08/07/2017 | 08/07/2018 | 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 | 08/07/2017 | 08/07/2018 | X PER STATUTE OTH-ER 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 Liabil | | LHWA050893 | 08/07/2017 | 08/07/2018 | \$25,000 Deductible 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured status applies with respects to General Liability when required by written contract Excluding Architects, Engineers, or Surveyors.
 Transfer of Rights of Recovery-Waiver of Subrogation applies to General Liability per form BP7194 & Auto Liability per form CA7735

Re: LFUCG - Contract 1 - Roadway Corridor and Intersection Design/ Planning.

LFUCG is listed as additional insured with respects to General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Lexington-Fayette Urban County Government Department of Planning, Preservation & Development Division of Engineering 101 East Vine Street, 4th Floor Attn: Mark Feibes Lexington, Kentucky 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 |
|---|---|

EXHIBIT C

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

1. Project Assignment Form Template

LFUCG PROJECT ASSIGNMENT NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR

CONSULTANT

OWNER

| | | |
|-------------------------|-------|--|
| Name | _____ | Lexington Fayette Urban County Government |
| Street Address | _____ | 200 East Main Street |
| City, State, Zip | _____ | Lexington, KY 40507 |
| Contact Person | _____ | _____ |
| Telephone | _____ | 859-258-3410 |
| Fax | _____ | 859-258-3458 |
| E-Mail | _____ | _____ |

Project Assignment Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

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 _____. A fully executed copy will be returned to the Owner.