

Contract 197-2014

**ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CDP Engineers, Inc., 3250 Blazer Parkway, Lexington, KY 40509 (**CONSULTANT**). **OWNER** intends to proceed with the Engineering Services as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 5, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, 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 in respect of 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, geotechnical, structural, mechanical, electrical and/or 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 5, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in

**attached Exhibit C “Further Description of Basic Engineering Services and Related Matters.”**

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.
- 4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in 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.

### **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. LFUCG 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 "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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**. (**OWNER** does not need to be named as additional insured).

- 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. 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**.
- h. 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 A. Bradley Frazier, 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

BY: *Jim Gray*  
JIM GRAY, MANOR

BY: *C. Lewis Dixon*  
C. LEWIS DIXON, PE, PLS

ATTEST:  
*Maria Malley, Deputy*  
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, PE, PLS, as the duly authorized representative for and on behalf of CDP Engineers, Inc., on this the 23 day of May, 2014.  
My commission expires: 11-4-2015.

*Margaret A Clark*  
NOTARY PUBLIC  
Notary ID 454453



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications for Professional Engineering Services** 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 **March 21, 2014**.

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:

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals 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.

**PRE-PROPOSAL MEETING AND QUESTIONS:** A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4<sup>th</sup> Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12<sup>th</sup>, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

**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.** (15 points total)  
Include at least 3 similar projects
2. **Overall Expertise of the Team members.** (25 points total)  
Include at least 2 similar projects in the last 5 years
3. **Past Performance in the service category.** (25 points total)  
Based on work for LFUCG and/or referenced clients.
4. **Project Manager Qualifications.** (15 points total)  
Include at least 3 similar projects in the last 5 years
5. **Office status and location of employees.** (20 points total)  
5.0 points - Prime has Fayette Co. HQ:  
4.5 points - Prime has "local" HQ:  
4.0 points - Prime has non-local Kentucky HQ:  
3.5 points - Prime has non-local KY office:  
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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:

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

or submitted to the website at <https://lfucg.economicengine.com>

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**

## 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 \_\_\_\_\_, 2013.

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: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		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											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
**Name & Title**

**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 goal for the utilization of Disadvantaged Business Enterprises 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:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@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) and Disadvantaged (DBE) Business Enterprises 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) **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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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) 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 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.**

#### 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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 than 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 to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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



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 in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozy@yahoo.com">lavozy@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	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 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 subcontractors listed on this form did submit a quote to participate on this project.

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

(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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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

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 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 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 of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

#### 4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

##### 4.1 Required Insurance Coverage

CONTRACTOR 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 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- 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 unless it is 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. 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.
- f. 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, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

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

## 5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

## **6.0 DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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# Request for Qualifications (RFQ) for Professional Engineering Services

## 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. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications 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**. Selected consultants will be pre-qualified in six (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted Pre-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. Contract Type and Contracting Process**

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a negotiated 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 all 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.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of Division of Engineering (DOE) 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 team 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. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written Project Assignment, If DOE and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, but were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

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 decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of Project Assignments, and adherence to project budget and schedule. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Project Assignments based on performance.

### 3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, 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.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- 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.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- 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.
- 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
- Provide as-built drawings

#### 4. Submittals

**Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual 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) for each project category. Statements of Qualification shall be structured as follows:**

##### Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
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 the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), 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 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](http://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:

Marilyn Clark, 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 state their commitment to meeting the goals of LFUCG’s DBE initiatives in each Task Order they are awarded.

## 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 service category <sup>(1)</sup>	15 points
Overall expertise of the Team members in service category <sup>(1)</sup>	25 points
Past performance in the service category <sup>(2)</sup>	25 points
Project Manager Qualifications <sup>(3)</sup>	15 points
Office status and location of employees <sup>(4)</sup>	20 points
<b>TOTAL:</b>	<b>100 points</b>

### 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 five 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 five 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". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

**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				
<b>SubConsultants</b>				
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.

## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Consultant Name:					
Project Category:					
Selection Criteria	Notes	Score (1-5)	Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Overall expertise of the firm	Acceptable: at least 3 similar projects:			15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:			25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:			25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:			15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:			20	
	4.5 - Prime has "local" HQ:				
	4.0 - Prime has non-local Kentucky HQ:				
	3.5 - Prime has non-local KY office:				
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):				
<b>Final Technical Score</b>				<b>100</b>	



## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

- Affidavit \_\_\_\_\_
- Affirmative Action Plan \_\_\_\_\_
- EEO Agreement \_\_\_\_\_
- Workforce Analysis \_\_\_\_\_
- Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
FAILS TO MEET MINIMUM REQUIREMENTS; MAJOR DEFICIENCIES WHICH ARE NOT CORRECTABLE	Unacceptable	1	0.2
FAILS TO MEET REQUIREMENTS, SIGNIFICANT DEFICIENCIES THAT MAY BE CORRECTABLE	Poor	2	0.4
MEETS REQUIREMENTS; ONLY MINOR DEFICIENCIES WHICH CAN BE CLARIFIED	Acceptable	3	0.6
MEETS REQUIREMENTS AND EXCEEDS SOME REQUIREMENTS; NO DEFICIENCIES	Good	4	0.8
EXCEEDS MOST, IF NOT ALL REQUIREMENTS; NO DEFICIENCIES	Excellent	5	1.0



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: #**13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

"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 **March 26, 2014.**"

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: #**13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

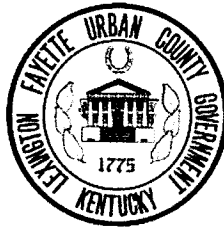
Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: **#13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

### SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services  
 March 10<sup>th</sup>, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSE, LLC	233.2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THEYEN ASSOCIATES	226-0761	PPARSEN@Theyenasoc.com
Laura Mize	Lockner	224-4476	LMIZE@kwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6677	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
Justin Anderson	HDR ENGINEERING	859-583-5732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Povelich	BFMJ Structural Eng	859-278-5050	n.povelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Legregg	859-252-7558	jainslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	waltbowman@twc.com





## Questions for RFP #13-2014

Is it possible to expand somewhat on what each contract will entail. For example, contract 2 could be construed to merely entail negotiation and acquisition of properties which would not require professional engineering services. It could also be construed to require Professional surveying services. Please expand if possible.

ANSWER: At this point, the Contract descriptions must be general and fairly broad. But as an individual project is brought forward, a more detailed scope of required services will be developed for that project.

---

Is the proposal to be submitted as a single proposal or individual proposals for each contract?

ANSWER: The responses shall be a single proposal with a section for each Contract being responded to by the vendor, and clearly titled as a response to the Contract number, 1 through 8. Vendors may respond to one, some, or all Contract 1 through 8.

A listing acknowledging which of the Contract numbers the vendor's response contains shall be listed in the Table of Contents of the Vendor's Response.

If the SOQ is to be submitted as a single SOQ, should submit resumes in one tab/section for all the SOQ's or submit resumes for each individual Contract with the section covering that Contract.

ANSWER: If the vendor response contains sections for more than one of the Contracts number 1 through 8, they need to only include one set of resumes. The response for each individual Contract shall contain an organizational chart showing the individuals involved in that particular Contract response, and whose resume is included in the resume section of the total Response.

---

During the pre-proposal meeting, it was mentioned that regardless of the number of contracts you were requesting prequalification on, one document was to be submitted for all. Section 4 (page 4) of the RFQ states that each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Are we to submit 1 document (with 1 master hardcopy, 7 duplicates and 1 electronic version) including information on all contracts prequalification is being requested on or are we to submit individual documents (with 1 master hardcopy, 7 duplicates and 1 electronic version) for each contract we are requesting prequalification on?

ANSWER: ONE document with sections for each contract you are responding to, with them listed in the Table of Contents. (see above)

If 1 document is to be submitted for all contracts prequalification is being requested on, are the page limits for contract specific information then multiplied by the number of contracts? For example, if we plan on submitting on 3 contracts, are we then allowed 3 pages for list of clients for which similar work has been performed in order to discuss 3 contracts or is it still a limit of 1 page? Does the same apply for qualifications for the specific type of contract, project team and list of similar projects?

ANSWER: It is still a limit of 1 page per contract response, and the same applies for qualifications, you may list the team on each section you're responding to, but you only need to submit the resumes once. (see above)



- 
1. What forms are actually required for this qualifications package? Specifically:
    - a. If our firm meets the DBE goal with our subconsultant partner(s), are we still required to fill out the Good Faith Efforts form?
    - b. Are the MWDBE substitution, MWDBE quote summary form, or subcontractor monthly payment report needed for this proposal or are they documents that would be used once under contract/letter agreement? Please confirm whether these forms should be included with our qualifications package.

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job.

The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals.

The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

2. Do the one-page resumes count against the 6-page count in section 3 Project Team? May we include these resumes as an appendix?

ANSWER: If the organizational chart varies between Contracts, provide individual charts with each Contract section. The Project Team Section (No. 3) should be held to 6 pages maximum.

3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

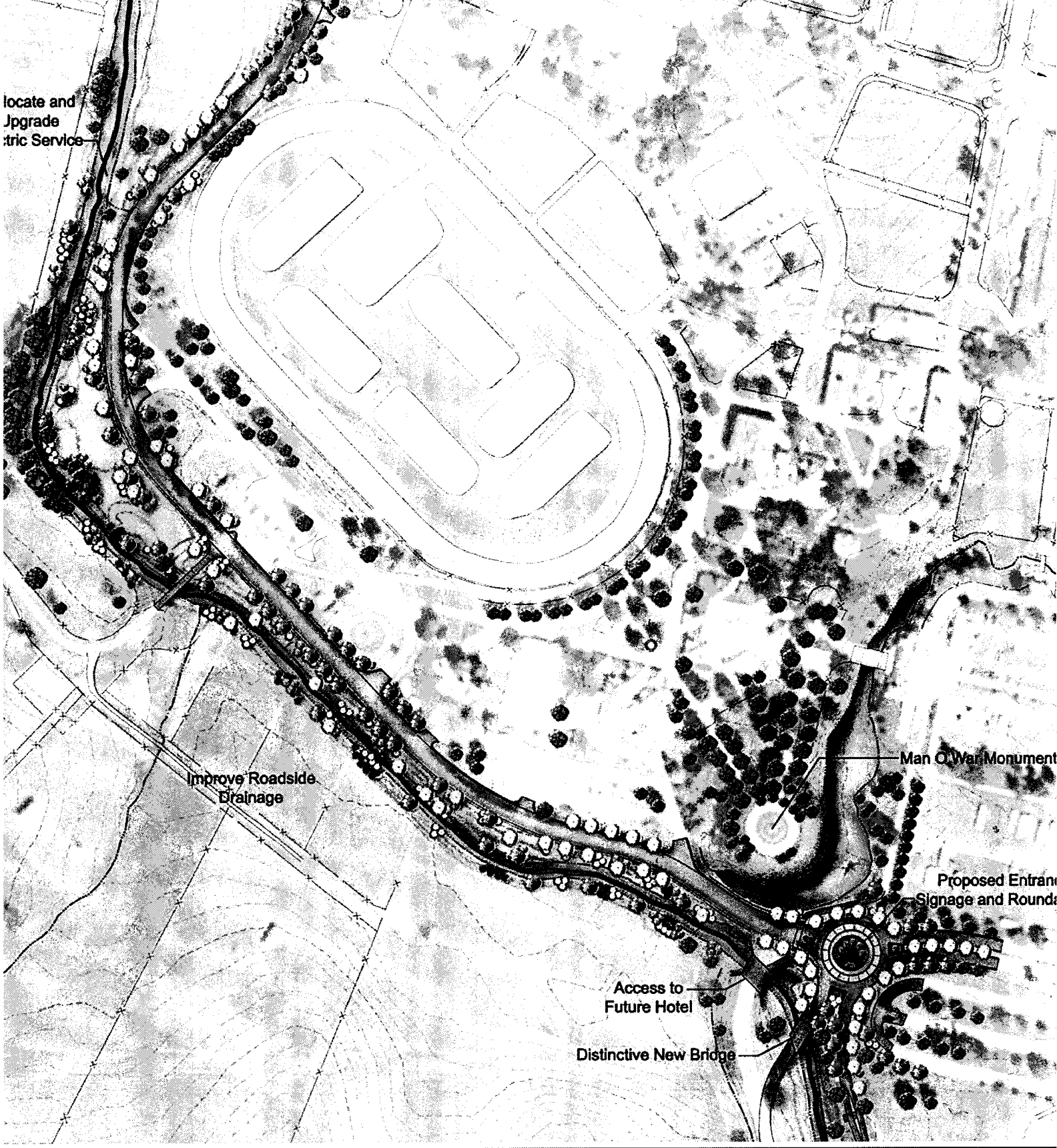
ANSWER: Re: Page 35: There are a total of EIGHT contracts being solicited in this RFQ.

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.

4. Is there a maximum letter agreement/assignment amount for projects released under this contract? In other words, is it possible that LFUCG will need to advertise some projects separately from these contracts that exceed a certain dollar amount?

ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case of a very small project with an anticipated small consulting fee (for instance say less than \$20,000), LFUCG reserves the right to simply offer the work to the firm at the top of the list rather than ask three firms to expend inordinate resources in working up bids.

locate and  
Upgrade  
Electric Service



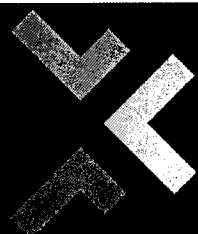
Improve Roadside  
Drainage

Man O War Monument

Proposed Entrance  
Signage and Roundabout

Access to  
Future Hotel

Distinctive New Bridge



cdpengineers

EXHIBIT B



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: **#13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: CDP Engineers, Inc.

ADDRESS: 3250 Blazer Parkway, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: C. Lewis Dixon



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: **#13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

Todd Slatin, Director  
Division of Central Purchasing

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COMPANY: CDP Engineers, Inc.

ADDRESS: 3250 Blazer Parkway, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: C. Lewis Oyster



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

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*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: CDP Engineers, Inc.

ADDRESS: 3250 Blazer Parkway, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: C. Lewis Dixon



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2014

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

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

PRODUCER Neace Lukens - Lexington/ Assured NL Insurance Agency Inc 2416 Sir Barton Way, Suite 300 Lexington, KY 40509	CONTACT NAME: <b>Ashley Whattenbarger</b>	
	PHONE (A/C, No, Ext): <b>(859) 543-1716</b> FAX (A/C, No): <b>(859) 543-1987</b> E-MAIL ADDRESS: <b>ashley.whattenbarger@neacelukens.com</b>	
INSURED  <b>CDP Engineers Inc./Mapsinc LLC</b> <b>3250 Blazer Parkway</b> <b>Lexington, KY 40509</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Selective Insurance of South Carolina</b>	<b>19259</b>
	INSURER B: <b>Bridgefield Casualty Insurance Co</b>	<b>10335</b>
	INSURER C: <b>Hanover Insurance Company</b>	<b>22292</b>
	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	ADDC/INSR	SUBR/INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			\$1853822	8/7/2013	8/7/2014	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 - COMPI/OP AGG \$ 3,000,000 EPLI DEFENSE RE \$ 5,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			\$1853822	8/7/2013	8/7/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			\$1853822	8/7/2013	8/7/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	19610622	8/7/2013	8/7/2014	WC STATUTORY LIMITS 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	<b>Professional Liabili</b>			LHWA050893	7/11/2013	7/11/2014	\$25,000 Deductible 2,000,000

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

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

## CERTIFICATE HOLDER

Lexington-Fayette Urban County Government

## 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*

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

March 26, 2014  
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.

units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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  
Company

  
Company Representative

3/26/2014  
Date

Vice President of Operations  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote #           RFP # 13-2014          

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 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 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

  X           Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

           Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

           Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

  X           Provided the interested MWBDE firm 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 in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # RFP # 13-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name CDP Engineers	Contact Person C. Lewis Dixon, PE, PLS
Address/Phone/Email 3250 Blazer Parkway, Lexington, KY 40509 (859) 264-7500 / ldixon@cdpenginers.com	Bid Package / Bid Date RFP #13-2014

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
Abbie Jones Consulting	Abbie Jones	abbie@abbie-jones.com 859-559-3443	3/13/2014	Permitting	Email	To be determined	DBE

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

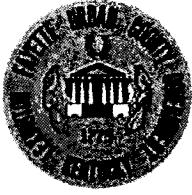
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CDP Engineers  
\_\_\_\_\_  
Company

*C. Lewis Dixon*  
\_\_\_\_\_  
Company Representative

March 26, 2014  
\_\_\_\_\_  
Date

Vice President of Operations  
\_\_\_\_\_  
Title



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** RFP # 13-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 (859) 559-3443 abbie@abbie-jones.com	Permitting	Unkown 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  
Company

March 26, 2014  
Date

*C. Lewis Dixon*  
Company Representative

Vice President of Operations  
Title

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 in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women's Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner's Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozekey@yahoo.com">lavozekey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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



- k. Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

- 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 than 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 to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- 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) 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 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.**

#### 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 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:

**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) and Disadvantaged (DBE) Business Enterprises 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) **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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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.

Firm Submitting Proposal: CDP Engineers

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

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

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

Email address: ldixon@cdpengineers.com

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 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.



**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.

**CDP ENGINEERS, INC.**

**3250 Blazer Parkway**  
**Lexington, Kentucky 40509**

**AAP Year Date:** January 2014 To January 2015

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

**AFFIRMATIVE ACTION PLAN**

**WORKPLACE ANALYSIS FORM**

Name of Organization: CDP Engineers, Inc. All Offices Date: 03/ 19 2014

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

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



**WORKFORCE ANALYSIS FORM**

Name of Organization: CDP Engineers, Inc. Lexington Office Date: 03 19 2014

Categories	Total	White		Black		Other		TOTAL	
		M	F	M	F	M	F	M	F
Administrators	4	2	0			2	0	4	0
Professionals	14	10	3			0	1	10	4
Superintendents									
Supervisors									
Foremen									
Technicians	8	6	1			1	0	7	1
Protective Service									
Para-Professionals									
Office/Clerical	4	0	4					0	4
Skilled Craft									
Service/Maintenance									
<b>TOTAL:</b>	<b>30</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>21</b>	<b>9</b>

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



**AFFIRMATIVE ACTION PLAN**

**WORKFORCE ANALYSIS FORM**

Name of Organization: CDP Engineers, Inc. Total Company 03 Date: 19 2014

Categories	Total	White		Black		Other		TOTAL	
		M	F	M	F	M	F	M	F
Administrators	4	2	0			2	0	4	0
Professionals	14	10	3			0	1	10	4
Superintendents									
Supervisors									
Foremen									
Technicians	8	6	1			1	0	7	1
Protective Service									
Para-Professionals									
Office/Clerical	4	0	4					0	4
Skilled Craft									
Service/Maintenance									
<b>TOTAL:</b>	<b>30</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>21</b>	<b>9</b>

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



EQUAL OPPORTUNITY AGREEMENT

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The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70) or national origin.
- Executive Order No. 11245 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

\*\*\*\*\*

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

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

Bidders

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

  
\_\_\_\_\_  
Signature

CDP Engineers, Inc.  
\_\_\_\_\_  
Name of Business

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, PE, PLS on this the 26<sup>th</sup> day of March, 2014.

My Commission expires: November 4, 2015

Notary ID# 454453

Margaret A Clark  
NOTARY PUBLIC, STATE AT LARGE-KENTUCKY

**AFFIDAVIT**

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

1. His/her name is C. Lewis Dixon, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of CDP Engineers the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**continued on next page**

## 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 DBEs across the state and several locally. We intend to meet these goals by the following means:

1. Initially, we have included Abbie Jones Consulting in our project team as our DBE firm because the need for permitting and surveying services can be anticipated within both contract categories 1 and 5.
2. CDP Engineers has familiarity working with regional DBE consultants that offer services in the disciplines of MEP, Structural, and project coordination with neighborhoods (public involvement). We can evaluate the need for these individual services as they are required according to assigned projects.
3. We are committed to meeting LFUCG's DBE initiatives in each Task Order that we are awarded.

## Local Office

Prime Consultant	Location (City, State)	Date Office Established	Total No. of Employees	No. Employees Expected to work on DOE Projects
Name:	CDP Engineers			
Headquarters	Lexington, KY	1989	30	14
Local Office	Lexington, KY	1989	30	14
PM Location	Lexington, KY			
<i>Headquarters and local office are one in the same</i>				
Subconsultants:				
Name:	Abbie Jones Consulting			
Service Provided	Permitting			
Headquarters	Lexington, KY	2011	4	4
Local Office	Lexington, KY	2011	4	4
<i>Headquarters and local office are one in the same</i>				

## List of Similar Design Services – Contract 5

**UK Coldstream Campus Trail and Bio-Infiltration Swale Project:** Lexington, KY; **Date:** 2013 – Present; **Cost:** \$204,000. This project features a trail spur that connects the internal sidewalk network with Coldstream to the Legacy Trail. Nearly 600 LF of this trail is constructed using porous concrete where the trail is located within the 100-YR floodplain. Part of our scope included the preparation of a construction estimate and assisting through bidding / contract negotiations. The average of the eight bids received came within 1% of our original construction estimate and there have been no requested change orders to date.

**Georgetown – Scott County Legacy Trail Extension Project:** Georgetown, KY; **Date:** 2013-Present; **Cost (Design):** \$58,800. This project is a multi-phased feasibility study currently being developed which identifies potential trail corridors for a multi-use trail system connecting the northern boundary of the Kentucky Horse Park with downtown Georgetown at Royal Springs Park. Final recommendations will provide cost estimates for five separate trail sections and include trailhead design concepts.

**West Hickman Trail (Section 1 A):** Lexington, KY; **Date:** 2009 - 2010; **Cost:** \$408,000; is 1/3-mile trail constructed within Veterans Park which includes a 100'-0" bridge crossing West Hickman Creek and links the public park with Veterans Elementary School and existing sidewalk network. Starting in August 2013, the school incorporated the trail into an outdoor education curriculum that has been popular among both students and faculty. CDP also provided services required for floodplain modeling and the development of a FEMA conditional letter of map revision.

**Southland Drive Bike / Pedestrian Improvements:** Lexington, KY; **Date:** 2012 – Present; **Cost:** \$550,000. Southland Drive, a late 1950's urban development corridor, is experiencing a current renaissance with new plantings, new businesses, and new pavement resurfacing. CDP has met with citizens and property owners to collect information and investigate what will be required to make this a successful project both for the Urban County Government and the KY Transportation Cabinet. With input from the Southland Association, CDP has completed the design and included 2-way bike lanes; construction planned to start summer 2014.

**Lower Howard's Creek Nature & Heritage Preserve Trail Improvement Project:** Clark County, KY; **Date:** 2013 - Present; **Cost (Design):** \$58,000. This work will restore historic pioneer era roads as recreational pedestrian trails located within the Lower Howard's Creek Nature & Heritage Preserve. The scope of work includes the following: installation of sediment and erosion control measures, clearing / grubbing of overgrown understory vegetation, stabilization of the trails, repair of stone retaining, boundary, and turnpike fences, the installation of a vault toilet, expanded metal grating ditch crossings, proposed plantings, and the construction of a entrance kiosk with two interpretive sign panels.

**Indian Fort Trail Project:** Berea, KY **Date:** 2013; **Cost:** \$280,000. This project consists of a shared-use trail and bridge crossing Silver Creek in Madison County. The trail and bridge represent Phase One of the entire 15-mile proposed bicycle / walking system planned to connect downtown Berea and the historic Indian Fort Theater. CDP worked closely with the City of Berea on this project to develop a complete set of construction documents, advertising only the bridge crossing and associated approaches. The City then used our plans and completed the construction with their personnel and equipment.

**Veterans Park Mountain Bike Trail (Master Plan & Construction Documents):** Lexington, KY; **Date:** 2011; **Cost (Design):** \$30,000. The first scope of this project was to develop a long range trails plan for Veterans Park. Public input from residents and officials from Nicholasville-Jessamine County and Lexington determined that a trail system which challenges various skill levels of mountain bikers was the preferred direction. The master plan is the only park of its kind in Lexington, and the immediate region, which provides such diverse range of difficulty for various mountain bike rider skill levels. Approximately 2 of the total 5 miles of proposed trails have been construction to date.

### List of Similar Design Services – Contract 1

**Clays Mill Road Improvements: Lexington, KY** 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;** 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;** 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;** 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;** 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;** 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;** 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;** 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 233 Bridge & Approaches: Knox Co., KY;** Date: 2013-Present; Cost: \$778,000; 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 0.3 miles of rural major collector and a new bridge.



List of Clients (*Project names underlined and italicized*)  
(*Highlighted projects are detailed in Section 5*)

**Contract 1:**

LFUCG – Division of Engineering  
Mr. Keith Lovan, PE  
(859) 258-3478  
[klovan@lfucg.com](mailto:klovan@lfucg.com)  
*Clays Mill Road Improvements*  
*Mason Headley Road Widening*  
*Cardinal Run Park Entrance*

City of Berea  
Mr. Randy Stone, City Administrator  
(859) 986-8528  
[rstone@berekky.gov](mailto:rstone@berekky.gov)  
*Bratcher Lane Improvements*  
*Menelaus Pike Improvements*  
*Mayde Road Improvements*

KY Transportation Cabinet District 4  
Mr. Joe Ferguson, PE  
(270) 766-5066  
[Joseph.ferguson@ky.gov](mailto:Joseph.ferguson@ky.gov)  
*KY 48/55 Bridge & Approaches*

KY Transportation Cabinet District 7  
Mr. Darrin Eldridge, PE  
(606) 845-2551  
[Darrin.eldridge@ky.gov](mailto:Darrin.eldridge@ky.gov)  
*Berea Bypass New Construction*  
*US 25 Roadway Widening*  
*Nicholasville Bypass*

KY Transportation Cabinet District 9  
Mr. Darrin Eldridge, PE  
(606) 845-2551  
[Darrin.eldridge@ky.gov](mailto:Darrin.eldridge@ky.gov)  
*US 60 Bridge & Approaches*  
*CR 1338 Bridge & Approaches*  
*KY 2 Bridge & Approaches*  
*KY 474 Bridge & Approaches*

KY Transportation Cabinet District 10  
Mr. Darren Back, PE  
(606) 666-8841  
[Darren.back@ky.gov](mailto:Darren.back@ky.gov)  
*KY 205 Roadway Improvements*

KY Transportation Cabinet District 11  
Mr. David Fields, PE  
(606) 598-2145  
[David.fields@ky.gov](mailto:David.fields@ky.gov)  
*KY 223 Bridge & Approaches*  
*US 421 Bridge & Approaches*

**Contract 5:**

University of Kentucky, Coldstream Research Campus  
Mr. Jim Conner, Facilities Director  
(859) 231-8324  
[jim.conner@uky.edu](mailto:jim.conner@uky.edu)  
*UK Coldstream Bio-Infiltration Swale & Trail Project*

Bluegrass Community Foundation  
Ms. Christie Robinson  
(859) 552-8855  
[christiem.robinson@gmail.com](mailto:christiem.robinson@gmail.com)  
Georgetown-Scott Co. Parks & Recreation Dept.  
Ms. Geri Remley, Parks Director  
[gremley@thepavilionky.com](mailto:gremley@thepavilionky.com)  
*Georgetown-Scott Co. Legacy Trail Extension Study*

LFUCG – Division of Engineering  
Mr. Keith Lovan, PE  
(859) 258-3478  
[klovan@lfucg.com](mailto:klovan@lfucg.com)  
*West Hickman Trail – Section 1A*  
*Southland Drive Bike/Pedestrian Improvements*  
*RJ Corman-Versailles Line, Rail w/ Trail Study*  
*Town Branch Trail Master Plan*  
*Clays Mill Road Improvements*

Clark County Fiscal Court  
Henry Branham, County Judge / Executive  
(859) 745-0200  
Ms. Clare Sipple, Preserve Manager  
(859) 771-5406  
[claresipp@gmail.com](mailto:claresipp@gmail.com)  
*Lower Howard's Creek Trail Improvement Project*

City of Berea  
Mr. Randy Stone, City Administrator  
(859) 986-8528  
[rstone@berekky.gov](mailto:rstone@berekky.gov)  
*Indian Fort Shared-Use Trail*  
*Mayde Road Shared-Use Trail*  
*Short Line Pike Shared-Use Trail*

LFUCG – Parks & Recreation  
Ms. Michelle Kosieniak, Superintendent  
[michello@lexingtonky.gov](mailto:michello@lexingtonky.gov)  
Mr. Brad Biliter, Project Manager  
[dbiliter@lexingtonky.gov](mailto:dbiliter@lexingtonky.gov)  
(859) 288-2961  
*Veterans Park Mountain Bike Trails Master Plan*

**Steve Green, PLS***Survey Department Manager***Education:**

University of Kentucky, 1982, Bachelor of Arts, Broadcasting

**Professional Registration:**Professional Land Surveyor,  
KY #3539**Experience:**

Mr. Green's 21 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 60 Bridge over Hays Branch, Rowan Co. – Kentucky Transportation Cabinet; Mr. Green managed the survey operations on Phase I & Phase II roadway designs for the 0.5 mile US 60.
- Clays Mill Road, Lexington, KY – Kentucky Transportation Cabinet; Mr. Green managed the survey operations on Phase I & Phase II roadway designs for the 4.0 mile Clays Mill Road.
- Berea Bypass, Berea, KY; Mr. Green managed the field operations on Phase I and Phase II roadway designs for the 5.5-mile Berea Bypass. CDP procured photogrammetric mapping and supplemented the mapping with field surveys.
- Cigar Lane, KY Horse Park, Fayette County, KY – KY Finance and Administration Cabinet; Mr. Green managed the survey operations on Phase I & Phase II roadway designs for the 1.0 mile Cigar Lane, which included a 1-lane roundabout.

**Abbie Jones, PE, PLS, CFM***President, Abbie Jones Consulting***Education:**

BS Civil Engineering, 2000, Tennessee Technological University

**Training/Publications/Awards:**

- KYTC Highway Design Guidance co-author to multiple chapters including Pre-Design
- Land Surveying, Southern Polytechnic State University
- 2011 Bluegrass Chapter Nominee, Kentucky Young Engineer of the Year
- 2006 Georgia Young Engineer of the Year
- Certified Floodplain Manager (CFM)
- Kentucky Profession in Erosion and Sedimentation Control-Roadway Inspector Certification (KPESC-RI)
- 40hr Hazwoper Training (in progress)

**Experience:**

With more than 14 years of experience in civil engineering, Ms. Jones's 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.

**Relevant Project Experience:**

- 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 Rd. 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.
- Cousins Westside, Alpharetta, GA; Submit for Individual Permit for Stormwater with USACE and local jurisdictions, manage design project.
- City Engineer, Hurst, TX; Manage Engineering, GIS, Construction Inspection, and Floodplain Management staff and responsibilities including agency representation to TxDOT, NCTCOG, & STTC.
- 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.

**Chad Collins, PE***Project Manager***Education:**

University of Kentucky, 1998, Bachelor of Science, Civil Engineering

**Professional Registration:**

PE, KY #23133

PE, OH #70548

PE, TN #00115388

**Training:**

InRoads III V8.9 (XM)

Traffic Management Plan Training

Roundabout Design Workshop

Water Surface Profile Computations-HEC-RAS

Soil Erosion and Sediment Control

Thinking Beyond the Pavement

**Experience:**

Mr. Collins has over 15 years of experience with the design and construction of civil and transportation projects within Kentucky, Indiana, and Ohio. His experience in roadway design includes open channel flow analysis, horizontal and vertical alignments, feasibility studies, geometric computations, quantity calculations, maintenance of traffic plans, project estimates, and various computer applications for plan preparation. Mr. Collins has also served as a Project Construction Engineer with duties of project planning, scheduling, and managing of State Highway projects. His design experience has led to training and usage of numerous software design and modeling packages including AutoCAD, Micro Station, In-Roads, Geopak, SWMM, and HEC-RAS.

**Relevant Project Experience:**

- US 60 Bridge over Hays Branch, Rowan Co. – Kentucky Transportation Cabinet; Project Manager for Phase 1 and 2 rural roadway designs for the 0.5-mile US 60 Bridge Replacement and approaches in Rowan Co .
- Helechawa Road (KY 205), Wolfe County, Kentucky Transportation Cabinet; Project Manager for Phase 1 and Phase 2 of the rural roadway design for the 6.32-mile KY 205 project in Wolfe County.
- Menelaus Road (KY 1983), Berea, KY – Kentucky Transportation Cabinet; Project Engineer for Phase I and Phase II urban roadway designs for the 1.98-mile Menelaus Road project in Madison County. The Menelaus Road project is to be widened to a 3-lane urban section with a 5-foot sidewalk on both sides of the roadway.
- Mayde Road, Madison County, KY – City of Berea; Project Engineer for the widening of approximately 1.5 miles of a 2 lane rural roadway to a three 12-foot lane urban section. This project will improve safety and accommodate an expansion of an existing industrial park along this corridor.
- US 25, Berea, KY - City of Berea; Mr. Collins served as a Project Engineer for the urban roadway design of US 25 through Berea, KY. The project involves widening the 1.25-mile roadway facility with a 5-lane urban typical section including pedestrian and bike facilities.
- Shortline Pike Roadway Improvements, Berea, KY – City of Berea; Urban widening project, including a multi-use trail for pedestrians and bicyclists.

**Lisa W. Shuster, LEED Green Associate***Landscape Architecture Graduate***Education:**

The Ohio State University, 2007, Bachelor of Science, Landscape Architecture

Minor, City and Regional Planning

**Professional Certifications:**

LEED Green Associate

**Experience:**

Ms. Shuster has five years of experience in the planning of greenways, park master plans, park design and base mapping. Additionally, Lisa has been involved on numerous projects carrying a strong emphasis of GIS (geographic information system) mapping. She has also been involved in all phases of a project from marketing and proposal through to construction documentation preparation.

**Relevant Project Experience:**

- Lake Linville Master Plan, Mount Vernon, KY; A Master Plan was prepared to prioritize the existing and desired site amenities for the Lake Linville Boat Dock and Marina. The design process included community involvement through public meetings along with site inventory and analysis.

**Relevant Project Experience:**

- Coldstream Bio-Infiltration Swale and Trail, Lexington, Kentucky; Project team member involved with the layout and design of a multi-use trail along the Lexington Coldstream Research Campus. The trail consists of both asphalt and porous concrete sections. Additional design elements include a bio-infiltration swale and precast retaining wall. Role responsibilities include, initial design, construction document preparation and construction inspection.
- Lower Howard's Creek Nature & Heritage Preserve Trail Improvement Project, Clark County, Kentucky; Project team member tasked with compiling base map information from existing resources and supplemental field data to serve as the basis for design. The proposed improvements encompass over 1.5 miles of hiking trail, the preservation and restoration of several hundred linear feet of dry-laid stone wall, interpretive signage, and a composting toilet. Project responsibilities include, but are not limited to, base mapping, construction document and specification preparation, and cost estimating.

**David A. Uckotter, PE***Project Engineer***Education:**

Thomas More College, 1972, Bachelor of Arts, Physics  
 University of Dayton, Ohio, 1972, Bachelor of Civil Engineering  
 Purdue University, 1974, Masters of Science, Civil Engineering

**Registration + Professional Affiliations:**

Professional Engineer, Kentucky #12085  
 Professional Engineer, Ohio #41468  
 National Society of Professional Engineers  
 Kentucky Society of Professional Engineers  
 American Society of Civil Engineers

**Experience:**

Mr. Uckotter has over 30 years of increasingly responsible experience as an engineer in public service. Dave was the director of two different divisions within the Lexington-Fayette Urban County Government Department of Public Works, including four years as Director of Traffic Engineering and over 20 years as Director of Engineering. Activities included the planning, design and construction of streets, highways, bikeways, computerized signal systems, geographic information systems (GIS) implementation, comprehensive storm drainage programs, sanitary sewers, infrastructure planning, greenways, implementation of stormwater management plans required as part of the federal Clean Water Act, and management of public infrastructure projects installed as part of new development. Mr. Uckotter will serve as a team member responsible for quality control on this project.

**Relevant Project Experience:**

- Man o War Boulevard: Lexington, KY; 16-mile, four-lane boulevard (new arterial) including interchange with I-75.
- Citation Boulevard: Lexington, KY; 5-mile long four-lane boulevard, new arterial.
- Expansion Area Roadway Master Plan: Lexington, KY; Preliminary design for over five miles of new boulevards and park roads to provide major access to 5400 acre expansion of the urban service area in Lexington-Fayette County.
- Clays Mill Road: Lexington, KY; 4-mile widening and reconstruction including bike lanes.
- Virginia Avenue: Lexington, KY; Widening and replacement of a railroad bridge.
- Rose Street Extension: Lexington, KY; Widening and extension of a downtown street.
- Limestone Street: Lexington, KY; Reconstruction of three blocks of roadway in the center of downtown.
- Martin Luther King Boulevard: Lexington, KY; Bridge replacement and street realignment in the center of downtown.

**Lewis Dixon, PE, PLS***Vice President of Operations  
QA/QC***Education:**

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

**Professional Registration:**

PE, KY #15717  
 PE, OH #60920402  
 PLS, KY #3000

**Experience:**

Mr. Dixon is the Co-founder and Vice President of Operations of CDP Engineers. He has 28 years of experience (23 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:**

- Helechawa Road – KY 205, Lee City, KY
- US 60 Bridge over Hays Branch, Rowan County
- Berea Bypass, Berea, KY
- Clays Mill Road Scoping Study, Lexington, KY
- Menelaus Road Utility Relocation, Berea, KY
- Mayde Road Railroad Crossing, Berea, KY
- Clays Mill Mason Headley Rd Widening, Lexington, KY
- East Nicholasville Bypass, Nicholasville, KY
- Cigar Lane, Kentucky Horse Park, Lexington, KY
- Saron Drive Extension Project, Lexington, KY
- Mayde Road–KY 595 Bike Path, Berea, KY
- KY 11 Utility Relocations, Mt. Sterling, KY
- Cardinal Run Park Entrance Improvements Project, Lexington, KY

**Frank Pruitt, PE***Project Engineer***Education**

University of Kentucky, 1998, Bachelor of Science, Civil Engineering

**Professional Registration**

PE KY #22891

**Training**

- KSPE & ACEC – Applying In Roads I, II, and III Select CAD V8.
- University of Florida, McTrans Center – Highway Capacity Analysis and Signal Capacity Analysis

**Experience:**

Mr. Pruitt has 15 years of experience (all with CDP) on a variety of engineering projects. He has extensive experience in the design of infrastructure projects involving rural & urban roadway designs, stormwater mgmt., site development, water distribution, and sanitary sewer projects. Mr. Pruitt has served as Project Engineer on the Cigar Lane, Berea Bypass, Clays Mill Rd Widening, Menelaus Rd (KY 1983) and Parkers Mill Rd (KY 1968) projects.

**Relevant Project Experience**

- Berea Bypass, Berea, KY – Kentucky Transportation Cabinet; Project Manager for Phase I and Phase II rural roadway designs for the 5.5-mile Berea Bypass. The roadway was intended to relieve congestion in downtown Berea by providing an alternate route between I-75 and KY 21 and included two access roads into Berea's Industrial Park. The bypass is a four-lane rural arterial, limited access, with a 40' depressed median. CDP's services included alignment studies, vertical geometrics, cross road designs, drainage designs, right-of-way plans, and preparation of plans and profile.
- US 60 Bridge over Hays Branch, Rowan Co., KY. Kentucky Transportation Cabinet; Project Engineer for Phase 1 and 2 roadway designs for the 1.0-mile US 60 project in Rowan County. This project is intended to improve local roadway utilization through enhancement of the existing roadway typical section and horizontal alignment deficiencies. The improved 2-lane roadway typical facilitated two 12-foot driving lanes with 8-foot shoulders.
- Menelaus Road (KY 1983), Berea, KY – Kentucky Transportation Cabinet; Project Manager for Phase I & II urban roadway designs for the 1.98-mile Menelaus Rd project.

**Jonathan E. Nieman, PE, CFM, LEED AP***Project Engineer***Education:**

University of Kentucky, Master of Science, 2002, Civil Engineering / Water Quality  
 University of Kentucky, Bachelor of Science, 2000, Civil Engineering

**Professional Registration:**

Professional Engineer, KY # 25350  
 Certified Floodplain Manager  
 NSPE National Society of Professional Engineers

**Experience:**

Mr. Nieman started his career in 2002 with experience in both hydrologic and open and closed hydraulic system analysis. His experience also includes site design, storm sewer design, flood insurance studies, watershed modeling and sanitation. Mr. Nieman is proficient in most of the current design and modeling software including AutoCAD 2002-2009, ArcView GIS 3.2, XP SWMM, and HEC-RAS and has familiarity with Pipe2000 and WaterCAD. Jonathan will serve as lead design engineer for proposed stormwater system and infrastructure for the project.

**Relevant Project Experience:**

- Sub Basin R Drainage Improvements, Danville, KY; Project engineer for the design of stormwater wetlands, detention basins and other drainage infrastructure rehabilitation.

**Relevant Project Experience (continued):**

- Downtown Streetscape and Infrastructure Improvements: Daviess County, Owensboro, KY; Project engineer for the drainage design of a streetscape renovation in downtown Owensboro. Responsibilities included retrofitting an existing drainage system to reduce flooding and separate storm water from the sanitary sewer system.
- Center City Park: Clark County, Springfield, OH; Project engineer for the drainage design of a new park in downtown Springfield. Responsibilities included design of an underdrain system for the park, new street inlets and a retrofit of an existing street drainage system to reduce street flooding
- Sunset Avenue Green Street, Richmond, KY; Project Manager responsible for preparing plan which extends and replaces an undersized drainage system in an older neighborhood. The project incorporated rain gardens and pervious concrete sidewalks with conventional curb and gutter upgrades.
- Devins Ditch Separation Project, Owensboro, KY; Design engineer for the separation of storm water from the sanitary sewer system in the 411 acre Devins Ditch watershed. The final design incorporated a 20 acre constructed wetland regulated by a pump station that effectively eliminated storm water flows into the sanitary sewer system.

**Bob Walling***Director of Transportation***Education:**

Highway Design, 1966, Winchester Technical College

**Training:**

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

**Experience:**

With more than 40 years of experience in multimodal transportation design, Mr. Walling’s career with the Kentucky Transportation Cabinet (KYTC) included 34 as District 7 Project Manager. His experience includes all phases of highway design, encompassing scoping studies, right-of-way plans, right-of-way negotiations and public involvement. Bob will oversee all transportation related components of the project.

**Relevant Project Experience:**

- Clays Mill Road, Lexington, KY; Reconstruction of Clays Mill Road from Man O’ War Boulevard to Harrodsburg Road, a 3.7-mile arterial within the context of a residential setting.
- Menelaus Road (KY 1983), Berea, KY – Kentucky Transportation Cabinet; Principal-in-Charge for Phase I and Phase II urban roadway designs for the 1.98-mile Menelaus Road project in Berea, Madison County, Kentucky.
- Helechawa Road (KY 205), Lee City, Kentucky – Kentucky Transportation Cabinet; Principal-in-Charge for the Phase 1 and Phase 2 rural roadway design for the 6.32-mile KY 205 project in Wolfe County.
- Cigar Lane, Lexington, KY; Phase I and Phase II roadway design improvements in preparation for the 2010 FEI World Equestrian Games hosted at KY Horse Park.
- Mayde Road, Berea, KY, Principal in charge for the widening of approximately 1.5 miles of a 2 lane rural roadway to a three 12-foot lane urban section.
- Berea Bypass, Berea, KY – Kentucky Transportation Cabinet, 2000-Present, Phase I and Phase II roadway designs for the 5.5-mile Berea Bypass. Mr. Walling served as District 7 Project Manager while with the KYTC.

**Jason Hale, RLA, LEED AP***Landscape Architecture and Planning Group Manager***Education & Training:**University of Kentucky, 2001, Bachelor of Science,  
Landscape Architecture

KYTC &amp; UK College of Engineering, October 2012

Completed “LPA Project Guide Training” Course

**Professional Registration:**

Licensed Professional Landscape Architect, KY#730

**Experience:**

Mr. Hale has professional experience in the planning, design, and development of projects with responsibilities including every aspect of Landscape Architecture from the initial inventory analysis to preliminary schematic design stage to final construction document preparation/ implementation and construction administration. He is driven to successfully integrate unique, artistic expression with environmentally conscious design in a creative and comprehensive approach. Jason is currently the Manager of the Landscape Architecture and Planning Department and will serve as Project Manager for the selected pedestrian, bike, or multi-modal trail design and/or planning projects.

**Relevant Project Experience:**

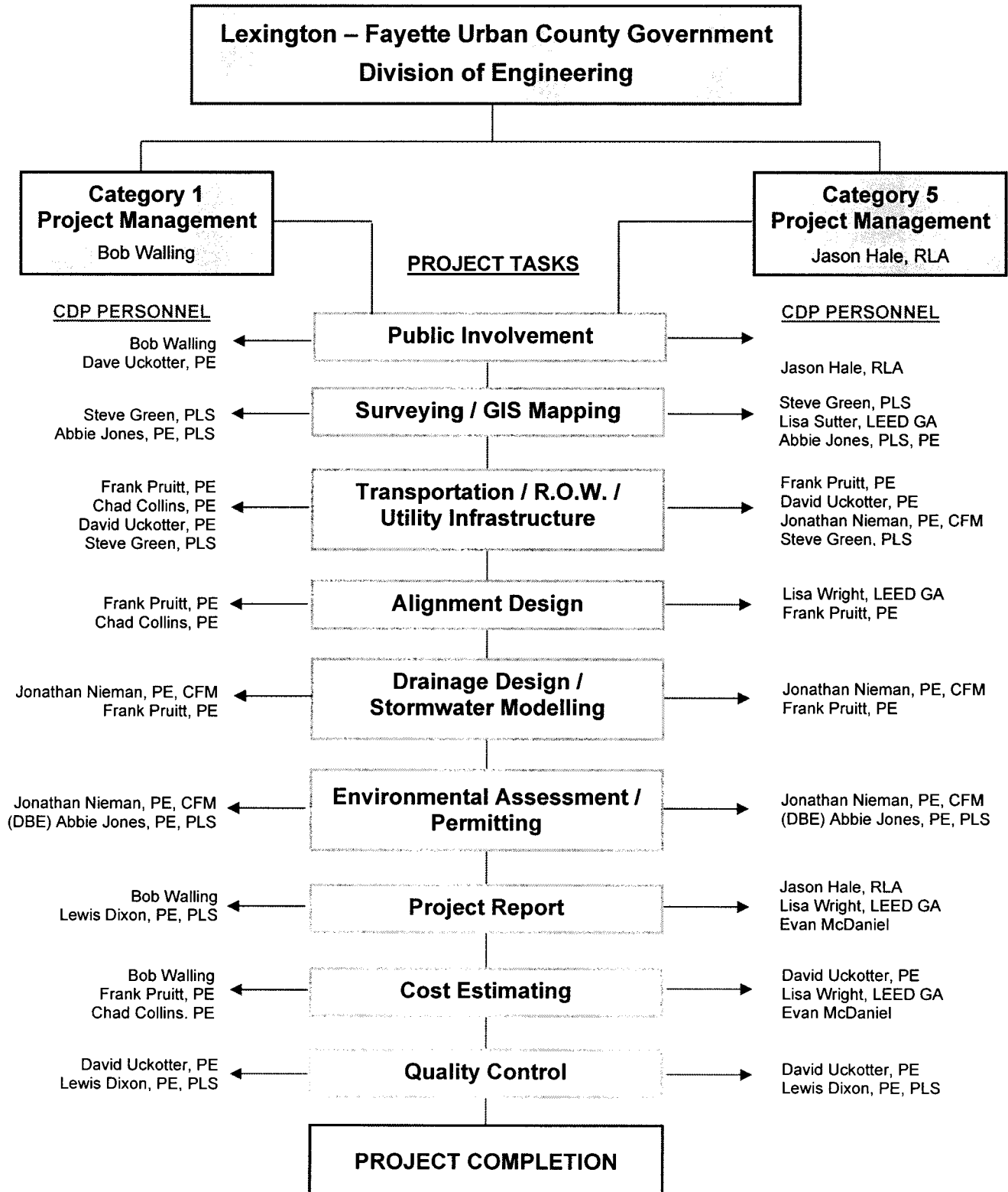
Coldstream Bio-Infiltration Swale and Trail: Lexington, KY; Manager responsible for the preparation of a master plan for the University of Kentucky Coldstream Research Campus that is intended to phase the development of numerous water quality features designed to treat stormwater runoff from the upstream watershed of the campus. Also included is a proposed trail connection which will link the internal pedestrian sidewalk network with the Legacy Trail.

**Relevant Project Experience (continued):**

- West Hickman Trail, Section 1A: Lexington, KY; Manager responsible for the design and construction document preparation of a 1,550 LF shared-use, concrete trail including a bridge which crosses West Hickman Creek. First phase links Veterans Park to surrounding neighborhood and Veterans Elem school.
- Lower Howard’s Creek, Trail Improvement Project: Clark Co, KY; Project manager responsible for the preparation of LPA submittal and associated construction documents which proposes nearly 2-miles of recreational trails and restores several hundred linear feet of dry-staked limestone walls along former pioneer-era roads.
- Legacy Trail Extension Project: Scott Co., KY; Manager responsible for the development of a feasibility study which evaluates several trail alignments intended to extend the Legacy Trail from KY Horse Park to the downtown Georgetown, including several city owned parks, the Georgetown College campus, and other features within the community. Additional responsibilities include the preparation of cost estimates and public involvement.
- Veterans Park Mountain Bike Trail, Lexington, KY; Project Manager responsible for the design construction document preparation of a 5-mile trail system within the 235-acre park which offers a range of trail types designed to challenge various skill levels of mountain bike riders.
- Cigar Lane, Kentucky Horse Park, Lexington, KY; Project staff responsible for the design of the aesthetic treatment along the existing 3/4 mile road within the Historical Kentucky Horse Park. Treatment included design for entrance signage, bridge crossing, road roundabout, and plantings along road existing stream.

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 associated personnel have been provided in this section.



has the best interests of LFUCG and the surrounding community in mind when considering the continued success of trails and the connectivity of alternate modes of transportation. We understand the importance of trail projects and how they can benefit a community by appealing to tourists and other user groups that may not otherwise have a reason to visit. In addition to serving the city with an alternative transportation method, trails serve as a recreational destination and an alternate way of experiencing a city. Our long-term vision is to contribute to the connectivity of a shared-use trail network within Fayette County and surrounding communities which highlights unique features only available within the region.

CDP specializes in the technical expertise, has a proven history of successful trail planning, and has provided professional services resulting in the development of construction documents for numerous trails within Central Kentucky. CDP has regional experience in the design and implementation of non-motorized and pedestrian facilities within both urban and rural settings. Our landscape architecture and transportation groups collaborate to develop innovative design solutions using *AASHTO Guide for the Development of Bicycle Facilities* and the *Urban Bikeway Design Guide* by NACTO as our foundation. Additionally, CDP is pre-qualified with the Kentucky Transportation Cabinet for bikeway planning, rural and urban highway design, and surveying (among others).

Mr. Jason Hale, RLA, serves as CDP's Landscape Architecture/Planning Group Manager. Mr. Hale has 14 years of experience; 8 years with CDP. Within CDP's Landscape Architecture/Planning Group, we have two experienced Landscape Architecture graduates; Ms. Lisa Shuster and Mr. Evan McDaniel, both of which are available for this contract. Jonathan Nieman, PE, CFM, takes the lead on any drainage design activities. Dave Uckotter, PE, former LFUCG Director of Engineering for 20 years acts as a liaison on LFUCG projects because of his in depth knowledge of LFUCG processes. Steve Green, PLS, has served as CDP's Geomatics/Surveying manager for the last 12 years and is the longest tenured CDP staff member other than the founders, having served CDP for nearly 23 years. Lewis Dixon, PE, PLS, Vice-President of Operations and one of the original founders of CDP will serve as one of the QA/QC staff members.

As the city engineer for the City of Berea, CDP has assisted the city with the planning, design, and construction administration of approximately 5.4 miles of shared-use paths and bike trails within their community. We have also coordinated the design of approximately 4.8 miles of shared-use paths on two KYTC funded projects in Berea (*KY 956 – Berea Bypass, Section 2 and US-25*). The City of Berea is progressive in its efforts to develop a vast network of shared-use paths, bike trails, and hiking trails to serve their community. In close connection to the community of Berea, CDP has been instrumental in developing a comprehensive transportation plan for the City of Richmond and Madison County which is intended to guide the future growth and connectivity into outlying regions of the county.

Additionally, as a result of being able to demonstrate our complete experience and qualification with trail design and construction, CDP was awarded and is presently under contract with the Lexington – Fayette Urban County Government to perform the construction documents for the third phase of Town Branch Trail in Lexington. Once property negotiations are finalized between LFUCG and RJ Corman, and RJ Corman completes work to relocate the Town Branch Creek in one location, CDP's design work to extend the Town Branch Trail eastward from Alexandria Drive to the Bluegrass Community and Technical College campus can begin.

Resumes of key design team personnel are contained within this proposal in Section 3 covering both Contract 1 and Contract 5. An organizational chart is provided at the beginning of Section 3 to detail where each staff member fits within each Contract type. Additional support staff will be available to contribute to this project as needed. Though specific projects may not yet be known, our staff members possess an array of skills sets. We will assign the necessary resources according to the individual project requirements. Another factor worthy of noting is that Contracts 1 and 5 are very similar for CDP, in that we utilize several CDP staff members in common that contribute in both areas, since many transportation projects incorporate bike lanes and shared-use trails.



### Qualifications – Contract 1 (Roadway Corridor & Intersection Design/Planning)

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 has six (6) separate groups that work autonomously within each individual group and routinely integrate on projects with different lead groups heading up each project depending on the scope of the project. The 6 groups that make up CDP's multi-disciplines include, 1) Transportation, 2) Civil/Stormwater, 3) Landscape Architecture, 4) Geomatics and Surveying, 5) Water/Wastewater, and 6) Planning. CDP's Transportation Group is pre-qualified with the Kentucky Transportation Cabinet (KYTC) for Rural & Urban Roadway Design, Surveying and Pedestrian & Bicycle Planning and Design. Included under these categories includes 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.

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 eleven (11) years of experience with CDP, he brings 45 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. Frank Pruitt, PE and Mr. Chad Collins, PE, both are available for this contract. Jonathan Nieman, PE, takes the lead on drainage design and advanced drainage folder. Dave Uckotter, PE, former LFUCG Director of Engineering for 20 years acts as a liaison on LFUCG projects because of his in depth knowledge of LFUCG processes. Steve Green, PLS, has served as CDP's Geomatics/Surveying manager for the last 12 years and is the longest tenured CDP staff member other than the founders, having served CDP for nearly 23 years. Lewis Dixon, PE, PLS, Vice-President of Operations and one of the original founders of CDP will serve as one of the QA/QC staff members.

CDP has experience working in seven of the twelve KYTC Districts, including District 2 (Madisonville), District 4 (Elizabethtown), 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, Nicholasville, and Morehead. 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.

### Qualifications – Contract 5 (Pedestrian, Bike or Multimodal Trail Design/Planning)

**CDP Engineers** is capable of providing professional services in a wide variety of design disciplines and has assembled a team that is most appropriate to provide the LFUCG Division of Engineering with the required engineering related services for the design and/or planning of pedestrian, bike, or multi-modal trails. The team we have assembled is distinctly capable of providing the necessary tasks that may include surveying, long-range trail planning, conceptual design development, detailed construction drawings, stormwater management, hydraulic modeling, and specific permitting requirements. CDP is a Lexington-based firm that

March 26, 2014

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

RE: Letter of Transmittal for RFP #13-2014 Request for Qualifications for Professional Engineering Services

Dear Ms. Maynard,

CDP Engineers (CDP), in association with our DBE sub-consultant Abbie Jones Consulting, 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 and Contract 5–Pedestrian, bike, or multi-modal trail design/planning.

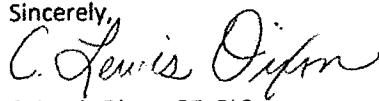
With our corporate office established in Lexington in 1989, CDP is in its 25<sup>th</sup> year of business. As an award-winning design firm, CDP provides Civil, Environmental, and Transportation Engineering; Landscape Architecture & Planning; and Land Surveying & GIS services to a range of public and 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: Berea Bypass D-7 (98), US 60 D-9 (98.33), KY 205 D-10 (93), Menelaus Road D-7 (98) and Clays Mill Road D-7 (91). Transportation projects 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’s American Public Works Association.*

Likewise, our Landscape Architecture Group has built a reputation for design excellence. Earlier in 2013, the Clark County Fiscal Court selected CDP through an extensive RFP process among the region’s top design teams for a \$680,000, 2-mile pedestrian trail and historic landscape preservation project at the Lower Howard’s Creek Nature Preserve (LHCNP). The Friends of LHCNP and their Clark County partners, ultimately decided that they wanted a team with the most applicable experience with trails planning that was also capable of providing them the attention and the high level of design service warranted by the unique needs of their project – not a standard “cookie-cutter” solution. We take pride in the level of quality discovered by the Friends of Lower Howard’s Creek during that selection process and are confident that CDP’s current team is also in line with LFUCG’s goals for this project.

We are excited about this opportunity and eager to assist the LFUCG by providing Professional Engineering Design or Planning related to Contracts 1 & 5.

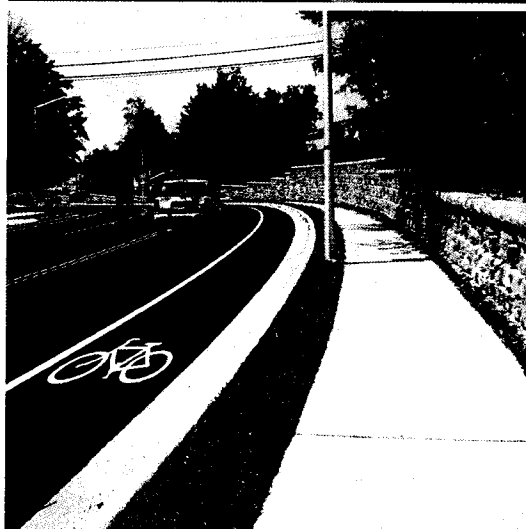
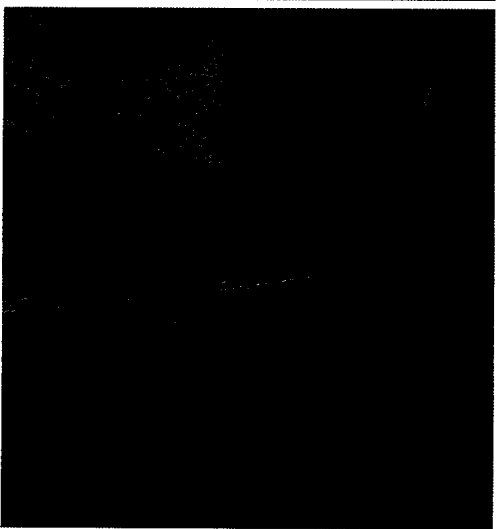
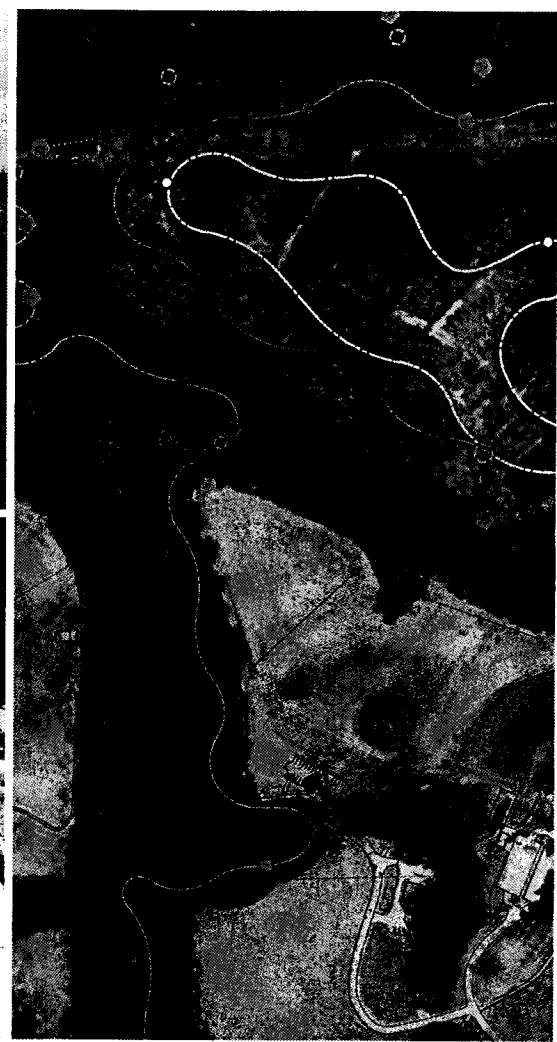
Sincerely,



C. Lewis Dixon, PE, PLS  
Vice President of Operations  
(859) 267-7500 (ext. 1500)  
[ldixon@cdpengineers.com](mailto:ldixon@cdpengineers.com)

Contract 1 Contact Info  
Bob Walling, Vice President  
Director of Transportation  
(859) 267-7500 (ext. 1506)  
[bwalling@cdpengineers.com](mailto:bwalling@cdpengineers.com)

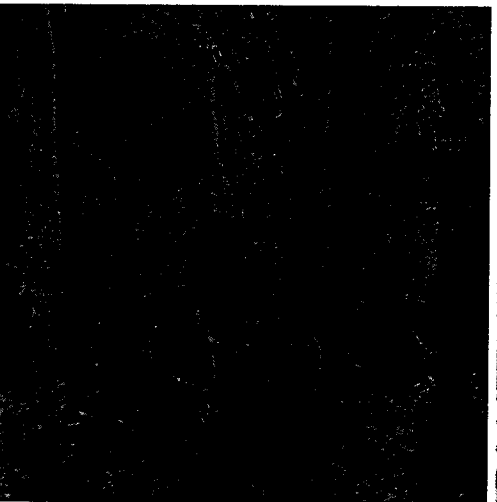
Contract 5 Contact Info  
Jason Hale, RLA, LEED AP  
Landscape Architecture Group Mgr.  
(859) 267-7500 (ext.1517)  
[jhale@cdpengineers.com](mailto:jhale@cdpengineers.com)



# Lexington-Fayette Urban County Government Request for Qualifications

## Professional Engineering Services

March 26, 2014



18. An Ordinance amending Section Eight (8) of Ordinance 183-2008 to correct the authorized strength for the positions of Engineering Technician, Grade 111N, Skilled Trades Worker Sr., Grade 112N, and Public Service Worker, Grade 106N, amending Section Ten (10) of Ordinance No. 183-2008 to correct a division line number and amending Section 12 of Ordinance No. 183-2008 transferring the incumbents for certain positions from the Div. of Fire and Emergency Services to the Div. of Facilities and Fleet Management, retroactive to July 8, 2008.
19. An Ordinance authorizing and directing the Mayor, on behalf of the Urban County Government, to accept donations totaling \$475.00 from Mr. & Mrs. C. B. Lovell III, Dr. Robert H. Spedding, Mr. & Mrs. E. T. Dillender, Mr. Richard E. Vimont, Dr. & Mrs. Raynor Mullins, Dr. Mary T. Unruh, Ms. Janet D. Ellinger, and Ms. Edna Land Naylor in memory of Ms. Hilda Ecton, to be used exclusively for improvements to Ecton Park, and appropriating funds pursuant to Schedule No. 50.

VI. RESOLUTIONS – SECOND READING

1. A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Commonwealth Attorney's Office, for a "Fast Track" prosecutor for the Street Sales Enforcement Project, at a cost not to exceed \$49,331.00.
2. A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fayette County Board of Education, for use of Bryan Station High School Auditorium, at a cost not to exceed \$159.75.
3. A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Software License Agreement with New World Systems Corporation, for software licensing of fifty (50) mobile data computers, at a cost not to exceed \$91,500.00.
4. A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Thoroughbred Hospitality, LLC, for lease of a cart barn, at a cost not to exceed \$30,000.00 with future yearly payments subject to sufficient funds being appropriated in future fiscal years by the Urban County Council.
5. A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Georgetown Street Neighborhood Association, Inc. (\$1,350.00), Lexington Art League, Inc. (\$1,200.00), NAMI Lexington (KY), Inc. (\$850.00), Central Kentucky Hospital Foundation, Inc. (\$1,900.00), Lexington Humane Society (\$250.00), Highlands Neighborhood Association, Inc. (\$400.00) and Russell Cave Church of Christ, Inc.

*Resolution  
514-2008*

The term of this lease shall be for a period of three (3) years beginning on January 1, 2008 and ending on December 31, 2010. The Lessee may terminate this lease at any time with thirty (30) days written notice to the Lessor.

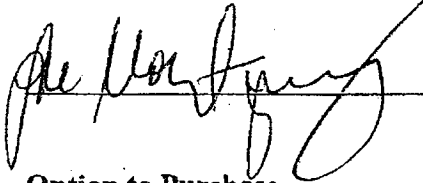
Lessee agrees to pay when due all utilities, including electric, water, and gas, charged on the premises for and during the term for which this lease is granted. If separate metering is not available for the leased premises, then Lessor will pay the applicable utilities, and Lessee shall reimburse half of said utility charges to Lessor. Lessor shall be responsible for taxes and insurance on the structure. As the leased premises are not metered separately at this time, Lessor reserves the right to separately meter the leased premises, whereupon the Lessee shall be responsible only for the utility charges arising from that separate meter.

This lease represents the entire agreement between the parties and supersedes any and all prior agreements, and is binding upon the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 31<sup>st</sup> day of December, 2007.

LESSOR:

Thoroughbred Hospitality, LLC



LESSEE:

Lexington-Fayette Urban County  
Government



**Option to Purchase**

As an additional consideration, Lessor will grant to Lessee an option to purchase the warehouse building that the leased premises (plus the level above) is a part of. The term of the option shall expire on December 31, 2008. The purchase price for the building shall be \$375,000 paid as follows:

1. \$125,000 at closing
2. \$100,000 on the first anniversary of the closing
3. \$75,000 on the second anniversary of the closing
4. \$75,000 on the third anniversary of the closing

Closing shall occur within 45 days of Lessee's written notification to Lessor of its intent to exercise the option. The subject property also contains The Crowne Plaza, The Campbell House Hotel so the building would have to be parceled out from the whole subject property in the event Lessee purchased the building. Lessor reserves the right to cancel this option at any time if Lessor has a buyer for the Hotel that would want to retain the warehouse building.

## LEASE AGREEMENT FOR WAREHOUSE SPACE

THIS AGREEMENT made this 31<sup>st</sup> day of December, 2007, by and between Thoroughbred Hospitality LLC (hereinafter referred to as "LESSOR"), a Kentucky Limited Liability Company, whose address is 1375 S. Broadway, Lexington, Kentucky, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LESSEE"), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

IN CONSIDERATION of the sum of \$2,500.00 per month, payable on the first of each month, exclusive permission and right is hereby granted by Lessor to Lessee to lease and occupy the lower level of the existing storage warehouse owned by the Lessor and identified as Parcel #1 on the Consolidation Minor Record Plat of Campbell House Inn & Campbell House Golf Course, of record in Plat Cabinet "L", Slide 34 in the office of the Fayette County Clerk.

Ownership of Parcel #1 was retained by Lessors and specifically excluded from transfer in the Deed from Lessor to Lessee, dated December 31, 1999 and of record in Deed Book 2103 at Page 675 in the office of the Fayette County Clerk.

Lessee is granted unlimited access to the warehouse and may enter said premises at any time, if necessary. Maintenance of the warehouse will remain at all times the responsibility of the Lessor and repairs to the warehouse will be made within a reasonable time following discovery of the condition necessitating said repair. All structures, equipment, materials, and other goods placed in the lower level of the warehouse by the Lessee shall remain the property of the Lessee and are not to be moved, relocated, or converted by Lessor.

Lessee reserves the right to make minor non-structural changes to the building, with prior written approval of the Lessor. Such improvements may include but are not limited to security systems and lighting.

If at any time Lessee's need to use the warehouse space is diminished, Lessee may cancel this lease by giving written notice of cancellation to the Lessor no less than thirty (30) days prior to termination.

Lessee shall have the right to participate in any condemnation award or settlement occurring during this lease, to the extent of Lessee's cost of removal or replacement from or upon the described premises and the loss of the leasehold interest if such is part of the condemnation award or settlement.

Lessor and Lessee agree to hold the other harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of either Lessor or Lessee, either's agents, employees or others employed by Lessor or Lessee in the construction, maintenance, or repair of the warehouse or placement or removal of contents from the premises. "In no event shall Lessee's indemnification act as a waiver of any defense, immunity or damage limitation Lessee may otherwise have available as to third parties."

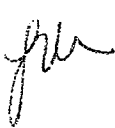


EXHIBIT *PC*

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

**LFUCG PROJECT ASSIGNMENT NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

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**CONSULTANT**

**OWNER**

<b>Name</b>	<hr/>	Lexington Fayette Urban County Government
<b>Street Address</b>	<hr/>	200 East Main Street
<b>City, State, Zip</b>	<hr/>	Lexington, KY 40507
<b>Contact Person</b>	<hr/>	Brad Frazier
<b>Telephone</b>	<hr/>	859-258-3410
<b>Fax</b>	<hr/>	859-258-3458
<b>E-Mail</b>	<hr/>	bfrazier@lexingtonky.gov

**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.*

