

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)

11/6/2012

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	19682
INSURER B:	St. Paul Fire and Marine Insurance Company	24767
INSURER C:	Sentinel Insurance Company, Ltd.	11000
INSURER D:	Zurich American Insurance Company	16535
INSURER E:		
INSURER F:		

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 12061983 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> CONTRACTUAL LIAB	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/>
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	91WEOH1000	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCH & ENG PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

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

RE: 33-2012 PROFESSIONAL ENGINEERING SERVICES - LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

## CERTIFICATE HOLDER

## CANCELLATION

12061983

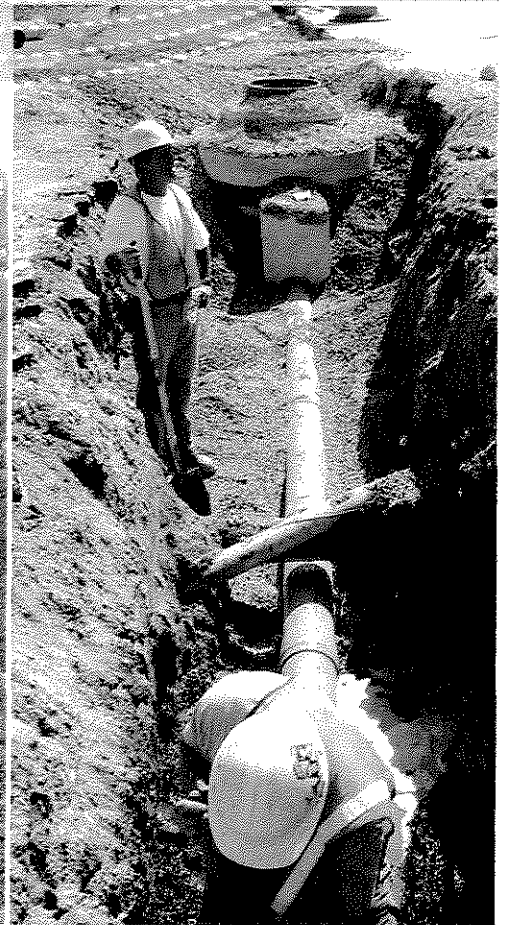
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ATTENTION: DIVISION OF RISK MANAGEMENT  
200 E. MAIN STREET  
LEXINGTON KY 40509

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**



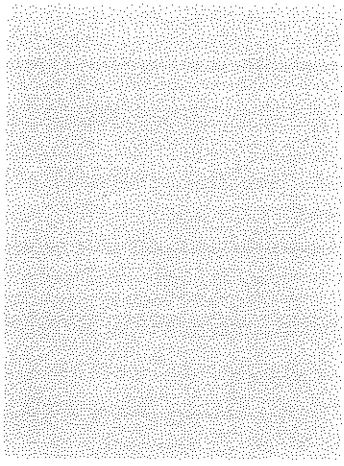
*statement of qualifications*

RFP # 33-2012 | Professional Engineering Services for

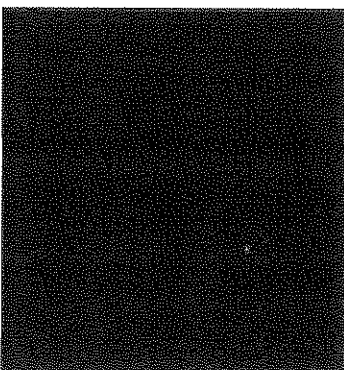
**CATEGORY 2 | DIG & REPLACE PIPELINES**

Lexington-Fayette Urban County Government

November 13, 2012



[ Successful completion of any assignment requires sound solutions, timely performance, and quality service. HDR's primary responsibility is your satisfaction, and we are committed to providing the necessary HDR resources required to exceed your expectations. ]



November 13, 2012

Mr. Todd Slatin  
 Acting Director | Division of Central Purchasing  
 Lexington-Fayette Urban County Government  
 Room 338, Government Center | 200 East Main Street | Lexington, KY 40507

RE: RFP # 33-2012  
**Statement of Qualifications for Professional Engineering Services  
 for CATEGORY 2 | DIG & REPLACE PIPELINES**

Dear Mr. Slatin:

HDR Engineering, Inc. is very pleased to submit this Statement of Qualifications (SOQ) to Lexington-Fayette Urban County Government (LFUCG) for professional engineering services associated with the referenced project.

Local professionals of the HDR team have a 35-year working relationship with LFUCG, including over \$120 million in constructed projects. Specifically, HDR project team members designed a number of successful projects, including pumping stations, sanitary sewer rehabilitation, and stormwater improvements.

HDR has made every effort to assure that the MBE/WBE involvement in this project will exceed LFUCG's goal of 10% participation, as noted in the "Request for Proposal" (RFP). Abbie Jones Consulting, a certified DBE subconsultant, will prepare erosion and sediment control plans and details as well as lead the permitting efforts associated with this project. Third Rock Consultants, LLC, a WBE subconsultant, will provide environmental services. Integrated Engineering, PLLC, a DBE subconsultant, will assist with field surveying and easement descriptions.

Enclosed is a concise, straightforward document that follows the RFP (and Addendum No. 1), including the following:

Title	Section
Firm Qualifications (1) <sup>1</sup> .....	1
Project Team   Risk Management (2, 4, 5) <sup>1</sup> .....	2
Client List (3) <sup>1</sup> .....	3
Category Design Services (3) <sup>1</sup> .....	4
Local Office (6) <sup>1</sup> .....	5
DBE Involvement (MBE/WBE Participation Goal Exceeded).....	6
Hourly Rate Schedule.....	7
Affidavit .....	Appendix A
Workforce Analysis, Affirmative Action, & EEO.....	Appendix B
Certificate of Liability Insurance.....	Appendix C
General Provisions.....	Appendix D
LFUCG MBE/WBE Participation Form.....	Appendix E
Project Team Locations .....	Appendix F

Note: <sup>1</sup>LFUCG Selection Criteria

We greatly appreciate the opportunity to submit this SOQ and look forward to the possibility of working with you on this project. Should you have any questions or need additional information, please do not hesitate to contact me in our Lexington office or e-mail me at ben.edelen@hdrinc.com. Thank you for your consideration.

Sincerely,

Ben R. Edelen, PE.

Vice President

2517 Sir Barton Way  
 Lexington, KY 40509

Phone: (859) 223-3755  
 Fax: (859) 223-3150  
 www.hdrinc.com



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

RFP Number: **33-2012**

Date: November 6, 2012

Subject: **RFO for Professional Engineering Services**

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

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

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

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



Todd Slatin, Acting Director  
Division of Central Purchasing

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

COMPANY: HDR ENGINEERING, INC.

ADDRESS: 2517 Sir Barton Way, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: Ben R. Eckler



# CATEGORY 2 | DIG & REPLACE PIPELINES

## SECTION 1 | FIRM QUALIFICATIONS

### HDR Local Services Overview

#### Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

#### Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

#### Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

#### Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

#### Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

### HDR ENGINEERING, INC.

In order to implement a "holistic approach" that addresses both wastewater and stormwater regulatory, environmental, and customer concerns while at the same time accommodating anticipated growth, LFUCG must choose a consulting team that provides:

- Knowledge of LFUCG's wastewater system and stormwater system; and, how they are inter-related during wet weather events.
- A proven teaming record which assures providing the best individuals from each firm to serve your needs.
- Innovative planning strategies coupled with sound engineering.
- Extensive knowledge and experience with Consent Decrees in Lexington, Kentucky, and nationally.
- Proven consensus building approach that engages all key stakeholders into the process.

HDR's proposed project team members have sewer system evaluation and design experience for pumping stations, sanitary sewer rehabilitation, treatment plants, and flow equalization basins or tanks.

### HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 95th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2012 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 7 in Sewer/Wastewater Firms by ENR in 2012. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[ Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service. ]

Today, HDR employs approximately 8,000 professional and support staff in 185 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services including wastewater, water, and transportation planning, design, and construction services.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

### FIRM QUALIFICATIONS

HDR is a full-service engineering and architectural design firm, specializing in planning, design, and construction services for municipal wastewater/water projects. A summary of our local services is presented on the left. Our 23 years of Kentucky and Ohio experience, includes the following:

- Over \$700 million of regional wastewater experience, including equalization basins/tanks
- Design of over 177 ("large" and "small") pump stations

## CATEGORY 2 | DIG & REPLACE PIPELINES FIRM QUALIFICATIONS

### HDR Local Services Overview *(continued)*

#### GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

#### Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping

#### Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives
- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

- Design of over 1,448,000 feet of sanitary sewers, including new, rehabilitation, and replacement of pipelines, manholes, and inlets
- Design of over 50 wastewater treatment plants
- Procurement Assistance - over \$416 million in grants/low-interest loans
- KIA/SRF program experience exceeding \$175 million
- Easement acquisitions and regulatory coordination on all projects

#### THIRD ROCK CONSULTANTS, LLC *(WBE Subconsultant)*

Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in 2000 in response to the increased need for innovative, professional environmental consulting services. Third Rock is recognized as a leading environmental firm in this region, achieving distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Our focus is on support services for engineering projects, biological and ecological analyses, environmental permitting, stream mitigation design, and NEPA documentation. Our staff is well versed in the consent decree and remedial measures plans that have been developed and is prepared to provide the services needed to support the engineering professionals that will advance them. Third Rock, a certified woman-owned business enterprise, is owned by Molly Davis, a graduate of the University of Kentucky College of Law.

#### ABBIE JONES CONSULTANTS *(DBE Subconsultant)*

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

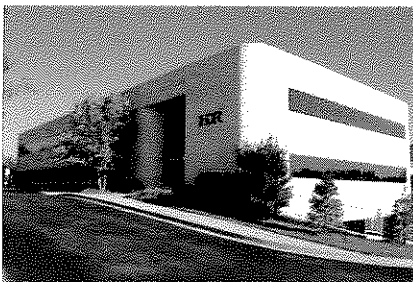
Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.

#### INTEGRATED ENGINEERING, PLLC *(DBE Subconsultant)*

Integrated Engineering, PLLC was founded by Harsha Wijesiri in August 2006. We are an emerging professional civil engineering and surveying company with experience in diverse disciplines. Having worked on various public works projects with an emphasis on storm and sanitary sewer projects, we have successfully completed numerous municipal projects in the region. We have worked with governmental agencies in various cities across Kentucky. Our staff has earned a reputation for completing projects in a responsive manner while meeting and exceeding the client's needs and expectations. This is accomplished by providing functional, economically feasible, and aesthetically pleasing designs in a timely manner. We are also a certified DBE (Disadvantaged Business Enterprise) with LFUCG.

#### CONSULTING SERVICES, INC.

Consulting Services Incorporated (CSI) is headquartered in Lexington, Kentucky and is ready to serve your needs. Our firm employs approximately 40 team members and our staff of professional engineers and ICC-certified special inspectors have over 300 years of combined experience in geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI can provide the following geotechnical and engineering services: geotechnical exploration/soils reports, site assessments, pavement studies and design, site specific seismic studies for International Building Code (IBC), geophysical studies, and soil and rock drilling/sampling.



# CATEGORY 2 | DIG & REPLACE PIPELINES

## SECTION 2 | PROJECT TEAM & RISK MANAGEMENT

### OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. We understand that the success of your project is largely determined by the individuals assigned to the project and that work with LFUCG staff on a daily basis. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each of these areas. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

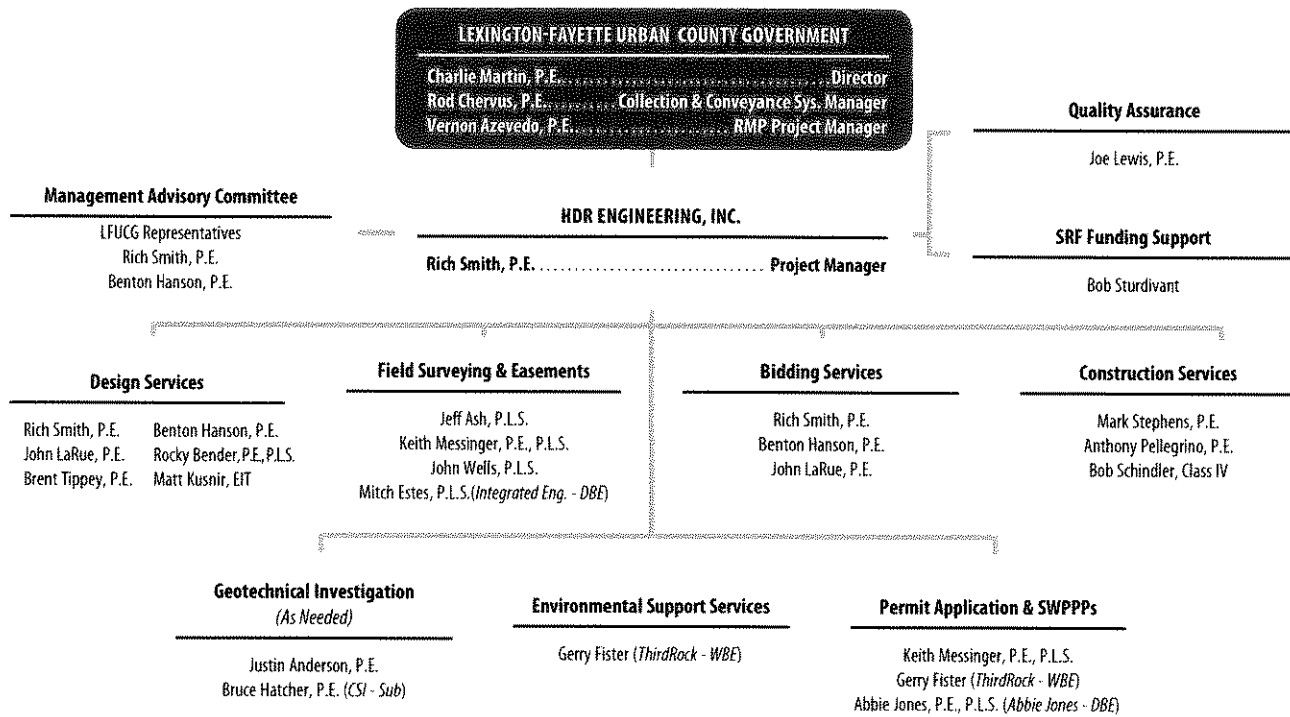


Table 2-1 KEY PERSONNEL

Name	Firm Position	Degree	Yrs of Experience	Registration	Project Responsibilities
<b>Rich Smith</b> HDR   Lexington, KY	Project Manager	BSCE	24	Prof. Eng. KY, TN, OH	<b>Project Manager</b> Day-to-Day Contact, Preliminary Engineering & Design, Green Infrastructure, Sustainability, Cost Estimates, Bidding Services, MAC Meetings
<b>Benton Hanson</b> HDR   Lexington, KY	Sr. Project Manager	BSCE	27	Prof. Eng. KY	<b>Project Engineer</b> Preliminary Engineering & Design, Cost Estimates, Bidding Services
<b>John LaRue</b> HDR   Lexington, KY	Sr. Project Manager	MSCE	37	Prof. Eng. KY, OH	<b>Project Engineer</b> Preliminary Engineering & Design, Cost Estimates, Bidding Services

CATEGORY 2 | DIG & REPLACE PIPELINES  
PROJECT TEAM & RISK MANAGEMENT

Name	Firm Position	Degree	Yrs of Experience	Registration		Project Responsibilities
<b>Rocky Bender</b> HDR   Lexington, KY	Project Engineer	BSCE	30	<u>Prof. Eng.</u> KY, WV	<u>Prof. Surveyor</u> KY, OH	<u>Project Engineer</u> Preliminary Engineering & Design, Cost Estimates, Bidding Services
<b>Brent Tippey</b> HDR   Lexington, KY	Vice President	BSCE	18	<u>Prof. Eng.</u> KY, OH, WV, MD		<u>Project Engineer</u> Preliminary Engineering & Design, Cost Estimates, Bidding Services
<b>Matt Kusnir</b> HDR   Lexington, KY	Project Engineer	BSCE	4	<u>EIT</u> KY		<u>Project Engineer</u> Preliminary Engineering & Design, Cost Estimates, Bidding Services
<b>Jeff Ash, P.L.S.</b> HDR   Lexington, KY	Survey Manager	N/A	36	<u>Prof. Surveyor</u> KY		<u>Field Survey &amp; Easements</u> Elevations, Utilities, Property Surveys, Easement Descriptions
<b>Keith Messinger</b> HDR   Lexington, KY	Civil/Site Section Manager	BSCE	30	<u>Prof. Eng.</u> KY, IN	<u>Prof. Surveyor</u> KY	<u>Field Survey &amp; Easements</u> Elevations, Utilities, Property Surveys, Easement Descriptions
<b>John Wells</b> HDR   Lexington, KY	Easement Acquisition Specialist	N/A	25	<u>Prof. Surveyor</u> KY		<u>Field Survey &amp; Easements</u> Elevations, Utilities, Property Surveys, Easement Descriptions
<b>Mitch Estes</b> Int Eng.   Lexington, KY	Survey Manager	BA	22	<u>Prof. Surveyor</u> KY		<u>Field Survey &amp; Easements</u> Elevations, Utilities, Property Surveys, Easement Descriptions
<b>Mark Stephens</b> HDR   Lexington, KY	Construction Administrator	BSCE	15	<u>Prof. Eng.</u> KY		<u>Construction Administration</u> Site Visits, Progress Meetings, Shop Drawing Review, Pay requests, Consultation
<b>Anthony Pellegrino</b> HDR   Lexington, KY	Construction Administrator	BSCE	23	<u>Prof. Eng.</u> KY		<u>Construction Administration</u> Site Visits, Progress Meetings, Shop Drawing Review, Pay requests, Consultation
<b>Bob Schindler</b> HDR   Lexington, KY	Operations Specialist	N/A	34	<u>Prof. License</u> Class IV Wastewater Operator		<u>Start-up, Operation &amp; Maintenance</u> Start-up, O&M Manual, Troubleshooting, Training, Operations Assistance
<b>Justin Anderson</b> HDR   Lexington, KY	Project Manager	MSCE	8	<u>Prof. Eng.</u> NE, MD		<u>Geotechnical Investigation</u> Borings, Rock Sampling, Geotechnical Report
<b>Bruce Hatcher</b> CSI   Lexington, KY	Sr. Principal Engineer	MS Mining Eng.	31	<u>Prof. Eng.</u> KY		<u>Geotechnical Investigation</u> Borings, Rock Sampling, Geotechnical Report
<b>Gerry Fister</b> ThridRock   Lexington, KY	Sr. Environmental Scientist	BS Geology	26	<u>Prof. Geologist</u> KY		<u>Environmental Support</u> Wetlands, Endangered Species, Coordination, SWPPPs, BMPs
<b>Abbie Jones</b> Abbie Jones   Lexington, KY	Principal   Project Manager	BCEE	12	<u>Prof. Eng.</u> KY	<u>Prof. Surveyor</u> KY	<u>Permit Applications &amp; SWPPPs</u> Permits, Erosion & Sedimentation Control, BMPs
<b>Joe Lewis</b> HDR   Lexington, KY	Vice President	BSCE	40	<u>Prof. Eng.</u> KY		<u>Quality Assurance</u> Quality Control, Internal Reviews, Documentation
<b>Bob Sturdivant</b> HDR   Lexington, KY	Funding Specialist	BA	36	N/A		<u>Funding Assistance</u> Alternatives, Application Preparation, Environmental Review, Consultation, Administration

Note: MAC - Management Advisory Committee

## CATEGORY 2 | DIG & REPLACE PIPELINES PROJECT TEAM & RISK MANAGEMENT



### RISK MANAGEMENT

#### MANAGING THE PROJECT TEAM

Municipal utilities frequently face complex challenges in an ever-changing setting, often constrained by available budget funds, staff workload, unpredictable aging infrastructure, and the mechanics of an organization designed to serve the public. The nature of the work at hand is regularly specialized and requires creative thinking. Further, as priorities are continually assessed for improvement, and financial resources are reprogrammed, the nature of work required by LFCUG changes regularly to adapt to changing needs.

Therefore, the nature of engineering tasks commands attention and quick response by all team members, and regular communication to execute tasks to completion. The HDR team, with its extensive project experience, is well-accustomed to this mode of operation.

HDR is committed to the successful completion of this project. For this effort, HDR will utilize our proposed project team, who is supported at all times by our regional staff of 150 professionals. As necessary, HDR is able to utilize additional national resources of over 8,000 professionals to manage peak workloads on your project, and address challenging technical issues that require additional specialization.

In the unlikely event that the project requirements dictate a change in project personnel, HDR's Project Principal and Project Manager will meet immediately with LFCUG staff to review and determine a suitable course of action that avoids impact to your project schedule or budget. It is HDR's general policy to keep individuals assigned to a project throughout the time frame that the expertise is needed. Should new members join the project team, they can quickly be brought up to speed by referencing the Project Guide. HDR requires all projects have a Project Guide. This document, produced before work begins, includes all contract, scope, budget, and schedule information; guidelines and criteria to be used in the design and document preparation; client contact points; and, a summary of Quality Assurance/Quality Control (QA/QC) policy and procedures.

#### RESUMES

Due to page limitations, abbreviated resumes for key team members have been included below. Detailed resumes for all project team members are available upon request.

RICH SMITH, P.E.



#### EDUCATION

- Bachelor of Science, Civil Engineering, University of IL Urbana Champaign, 1988

#### PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH, TN

#### INDUSTRY TENURE

24 Years

### RICH SMITH, P.E.

Project Manager, HDR Engineering, Inc.

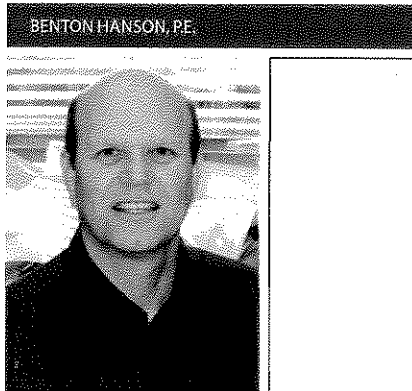
Mr. Smith is a project manager with expertise in the areas of wastewater collection and treatment, pumping stations, water transmission, distribution, and treatment, water distribution system modeling, construction inspection and management, and site development. Mr. Smith also has experience in the areas of plant and job site safety, cross-connection control, and regulatory compliance.

#### EXPERIENCE OVERVIEW

- **Frankfort Sewer Department, Frankfort, KY, Schenkel Cave Sewer Replacement.** Project Manager. Replacement of 1,500 LF of 14-inch sewer through a cave with 36-inch DIP gravity sewer. Scope of project included stabilization of cave and portal areas.
- **Elizabethtown, Kentucky | Billy Creek Interceptor.** Project Engineer. This project consists of approximately 8,500 feet of 36-inch and 8,800 feet of 42-inch gravity interceptor sewer that will replace 10,300 LF of 12-inch sewer. The purpose of the new interceptor sewer is to provide additional capacity for the growth along Ring Road. The majority of the proposed interceptor sewer will be located adjacent to existing interceptor sewer lines. The proposed 42-inch interceptor gravity sewer will connect into the existing 42-inch interceptor at Valley Creek WWTP.
- **Sanitation District No. 1 of Northern Kentucky | Western Regional Conveyance System (WRCS).** Project Engineer for WRCS which collects wastewater from much of Boone and western Kenton Counties for transport to the Western Regional WWTP. The line seg-

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## CATEGORY 2 | DIG & REPLACE PIPELINES PROJECT TEAM & RISK MANAGEMENT



### EDUCATION

- Bachelor of Science, Civil Engineering, Mississippi State University

### PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

### INDUSTRY TENURE

27 Years

ments include 14,000 feet of 60-72 inch interceptor, 17,700 feet of 54-inch interceptor, 10,900 feet of 48-inch interceptor, 50,000 feet of 30- to 36-inch sewer, 29,400 feet of 20- to 24-inch force main, and a 21 MGD diversion pump station.

- **Lexington-Fayette Urban County Government (LFUCG) Wolf Run Gravity Sewer and Force Main.** Project Manager. 3,600 LF of 48-inch gravity sewer and 9,500 LF of 30-inch force main.
- **LFUCG Town Branch and Wolf Run Trunk Sewer and Pump Station Evaluation and Rehabilitation.** Project Engineer. Inspection and evaluation of trunk sewers (12-inch and larger), and fast track projects to address problem areas within the trunk sewer system.
- **City of Nicholasville, Kentucky, North End Sewer Improvements.** Project Manager. The 51,000 feet of sanitary sewers, ranging in size from 8- to 24-inches, will serve industrial, commercial, and residential areas which are currently on package WWTPs, septic tanks, or holding tanks. These lines will specifically facilitate growth in the Bluegrass Industrial Park and new Commerce Center. Special attention is being given to a proactive public outreach program, coordination with Kentucky Transportation Cabinet, and acquiring easements.
- **Williamsburg, Kentucky, Wastewater System Improvements.** Project Manager. \$8.3 million WWTP and Sanitary Sewer System Improvements. Sanitary sewers include 33,000 feet of lines ranging in size from 8- to 21-inches.
- **Madisonville, Kentucky Oak Hills Sewer Replacement and Force Main Upgrade.** Project Manager. Project included approximately 3,500 LF of 18-inch gravity sewer and 11,500 LF of 10-inch force main.
- **Madisonville South Main Street Interceptor Study.** Project Manager. The South Main Street project area includes 2,300 acres and potentially will eliminate 7 wastewater pumping stations and two package wastewater treatment plants.

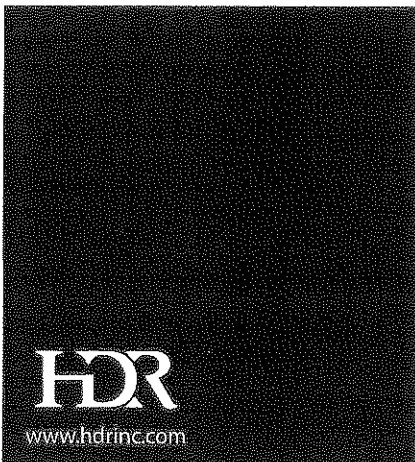
## BENTON HANSON, P.E.

Project Manager, HDR Engineering, Inc.

Mr. Hanson has over 27 years of experience in a variety of civil engineering capacities ranging from planning and design through construction, including numerous wastewater treatment plants (WWTP), collections systems, pumping stations, and force mains.

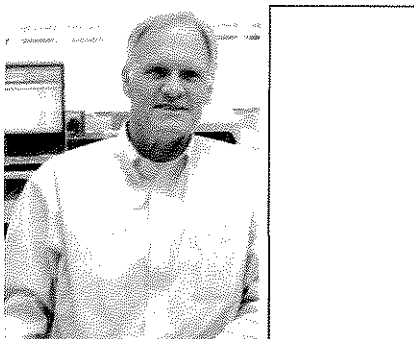
### EXPERIENCE OVERVIEW

- **Sanitation District No. 1 of Northern Kentucky | Western Regional Conveyance System (WRCS).** Project Manager for WRCS which collects wastewater from much of Boone and western Kenton Counties for transport to the Western Regional WWTP. The line segments include 14,000 feet of 60-72 inch interceptor, 17,700 feet of 54-inch interceptor, 10,900 feet of 48-inch interceptor, 50,000 feet of 30- to 36-inch sewer, 29,400 feet of 20- to 24-inch force main, and a 21 MGD diversion pump station.
- **Elizabethtown, Kentucky | Billy Creek Interceptor.** Project Engineer. This project consists of approximately 8,500 feet of 36-inch and 8,800 feet of 42-inch gravity interceptor sewer that will replace 10,300 LF of 12-inch sewer. The purpose of the new interceptor sewer is to provide additional capacity for the growth along Ring Road. The majority of the proposed interceptor sewer will be located adjacent to existing interceptor sewer lines. The proposed 42-inch interceptor gravity sewer will connect into the existing 42-inch interceptor at Valley Creek WWTP.
- **Regional Water Resource Agency, Owensboro, Kentucky.** Project Manager for planning and design of wastewater system improvements for the Regional Water Resource Agency (RWRA) of Owensboro/Daviess County. RWRA expanded/upgraded their sanitary sewer system to serve developed areas of the county that are in close proximity to Owensboro. The Phase I design project consisted of 29,000 feet of 8-inch through 48-inch gravity sewers, 42,000 feet of 20-inch force main, new 14.5 million gallons per day (MGD) pump station, and demolition of several existing pump stations. Phase II line additions included 68,000 feet of sewers ranging in size from 12-inch to 42-inch.
- **City of Findlay, Ohio. Project Manager.** 71,000 feet of sewers ranging in size from 24-inch to 42-inch, and Bright Road Pumping Station with a capacity of 15.0 MGD. Specific projects



## CATEGORY 2 | DIG & REPLACE PIPELINES PROJECT TEAM & RISK MANAGEMENT

JOHN LARUE, P.E.



### EDUCATION

- Master of Science, Civil Engineering
- Bachelor of Science, Civil Engineering

### PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

### INDUSTRY TENURE

37 Years

included: Southeast Interceptor - 20,140 ft. of 30"- 42"; Southwest Interceptor - 12,150 ft of 24"-42"; Saratoga Interceptor - 5,130 ft of 30"- 36"; and, Cross Town Force Main - 33,660 ft of Dual - 24".

- **Williamstown, Kentucky.** Project Manager for planning and design of wastewater system improvement for Williamstown. A Regional Facilities Plan Update was completed identifying a selected alternative to serve the cities of Williamstown and Dry Ridge and the surrounding county by constructing a new 2.0 MGD WWTP. The design included a influent pump station (6.0 MGD), and an interceptor system designed to transport wastewater from the old to the new WWTP site. The interceptor consisted of 7,300 LF of 30-inch and 7,500 LF of 24-inch gravity sewers. The project cost is estimated to be \$18.1 million.

## JOHN LARUE, P.E.

Sr. Project Manager, HDR Engineering, Inc.

Mr. LaRue has over 37 years of engineering background, with extensive experience in design and construction of drinking water, wastewater and solid waste facilities. His technical expertise covers many areas of sanitary and environmental engineering, including planning, design, construction administration, operations, training, regulatory compliance, funding agency liaison and value engineering. John has served as Project Manager and Project Engineer on numerous wastewater projects, including treatment plant design and construction, collector/trunk sewer and pump station design and construction, wastewater conveyance tunnel design, facility plans, and sewer system rehabilitation projects.

### EXPERIENCE OVERVIEW

- **Sanitation District No. 1 of Northern Kentucky Western Regional Conveyance Tunnel.** Mr. LaRue served as design project manager for this \$109 million wastewater conveyance project. The 6.9 mile long, 8.5-foot inside diameter gravity sewer tunnel was designed for wet weather storage/equalization, and included 5 access shafts and a hydraulic flow control structure.
- **Lexington-Fayette Urban County Government (LFUCG) Town Branch Wastewater Treatment Plant Expansion.** Mr. LaRue served as design project manager and chief process design engineer on a joint-venture project at Lexington, Kentucky's Town Branch wastewater treatment plant. This \$60 million project expanded the plant to 30 MGD capacity.
- **LFUCG Picadome Pumping Station/Force Main/Relief Sewer.** Mr. LaRue served as Project Manager and design engineer. The project included approximately 9,000 linear feet (LF) of 20- and 27-inch relief sewer, 10,000 LF of 20-inch force main, and a new 6 MGD pumping station at Picadome Golf Course.
- **LFUCG Town Branch Watershed Trunk Sewer and Pumping Station Investigation and Rehabilitation Project.** Mr. LaRue served as project manager and project engineer for this project. Over 20 miles of trunk sewers were thoroughly inspected to determine geometry, structural condition and to locate inflow/infiltration sources.
- **LFUCG Wolf Run Watershed Trunk Sewer and Pumping Station Investigation and Rehabilitation Project.** Mr. LaRue served as project manager and project engineer for this project. Over 16 miles of trunk sewers were thoroughly inspected to determine geometry, structural condition and to locate inflow/infiltration sources.
- **Sanitation District No. 1 of Northern Kentucky Narrows Road Diversion Pump Station.** Mr. LaRue served as design project manager for this \$9 million wastewater pump station project. This pump station is a 17 MGD high head, two-stage facility with mechanical bar screens and external surge control tanks.
- **Sanitation District No. 1 of Northern Kentucky Lakeview Pump Station.** Mr. LaRue served as design project manager for this \$7 million project which included replacement of 8 high head, two stage pumps to restore the 22 MGD capacity. It also included replacement of all discharge piping and valves, electrical, HVAC and control upgrades, and a high capacity temporary bypass pumping system.

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## CATEGORY 2 | DIG & REPLACE PIPELINES PROJECT TEAM & RISK MANAGEMENT

BRENT TIPPEY, P.E.



### BRENT TIPPEY, P.E.

Vice President | Water Business Group Manager, HDR Engineering, Inc.

A licensed professional engineer for nearly 20 years, Brent has been focused on the areas of utility management, potable water treatment and distribution system issues. He also has significant experience in wastewater and stormwater collection projects. Since joining HDR/Quest in 1998, Brent has served as Project Manager on over 135 projects for 43 communities, public utilities, and private clients in Kentucky, Ohio, Indiana, West Virginia, Tennessee and Maryland.

#### EXPERIENCE OVERVIEW

- **Greater Cincinnati Metropolitan Sewer District SSO700 Process Review.** Process Specialist. Project included operational evaluation and review of performance of EQ tanks, UV and high rate ballasted system for the overflow mitigation facility in the Mill Creek trunk sewer. Responsibilities include conceptual development of evaluation plan, field testing during simulated storm events, validation information for EPA review.
- **City of Ashland 37th Street Collection System Improvements.** Project Manager. This project was developed in compliance with their consent decree and included approximately 2,000 LF of 24" sanitary sewer (under and adjacent to CSX tracks, a lift station rehabilitation, 5,000 LF of 20" force main and modifications to two overflow structures. Responsibilities included design leader, specification development, permitting acquisition, regulatory coordination and bidding/construction assistance on the \$3.0 million project.
- **Dow Chemical Outfall at South Charleston WWTP.** Project Manager. Development of modifications to the discharge structure and the modification of the zone of initial dilution (ZID) related to the facility discharge permit. Responsibilities included permitting lead, client contact and regulatory coordination.
- **City of Ashland "25th Street Area Stormwater Improvements" Project.** Project Manager. The project included approximately 5,000 LF of 24-inch through 72-inch RCP along with a 230 LF tunnel (96-inch) under railroad tracks adjacent to the city flood wall. Responsibilities included primary client contact, design leader, specification development, ACOE/KDOW liaison, and bidding assistance for the \$2.0 M project.
- **South Charleston Sanitary Board, Kanawha County, West Virginia.** Project Manager. Responsibilities included design and specification development for the Christa Circle/Little Creek Park sanitary sewer project. Work included new collection lines and lift stations.
- **South Charleston Sanitary Board, Kanawha County, West Virginia.** Project Manager. Responsibilities included technical assistance for the Old Charleston Naval Ordinance Center sewer system improvements project.
- **Mortons Gap, Hopkins County, Kentucky.** Project Manager. Responsibilities included layout and design of over 12 miles of sanitary sewer lines, together with over 200 manholes and six lift stations for the sanitary sewer system project. In addition to the above-listed items, Mr. Tippey was also responsible for construction management and was the primary client contact.
- **Columbia, Adair County, Kentucky.** Project Manager. Responsibilities included layout and design of approximately four miles of sanitary sewer lines, together with over 30 manholes and three lift stations for the Longhunters/Rolling Hills sanitary sewer system project. In addition to the above-listed items, Mr. Tippey was also responsible for construction management and was the primary client contact.
- **Russell Springs, Russell County, Kentucky.** Project Engineer. Responsibilities included layout and design of approximately six miles of sanitary sewer lines, together with over 40 manholes and six lift stations for the \$1.0 million sewer system improvements project.
- **City of Ashland "Skyline Drive Area Sanitary Sewer Extension" Project.** Project Manager. The project includes over 24,000 LF of 8-inch gravity sewer and 110 manholes. Responsibilities include primary client contact, design leader, specification development, ACOE/KDOW liaison, and bidding assistance for the \$1.2 M project.

#### EDUCATION

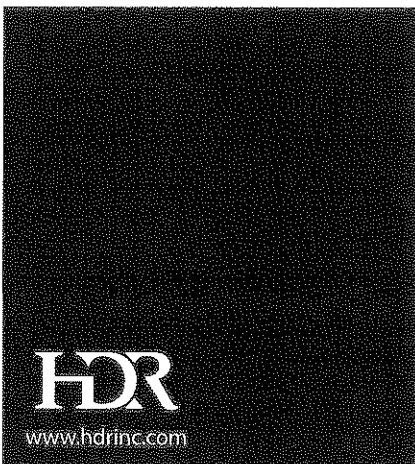
- B.S. Civil Engineering, University of Kentucky, 1992

#### PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH, WV, MD

#### INDUSTRY TENURE

18 Years





## CATEGORY 2 | DIG & REPLACE PIPELINES

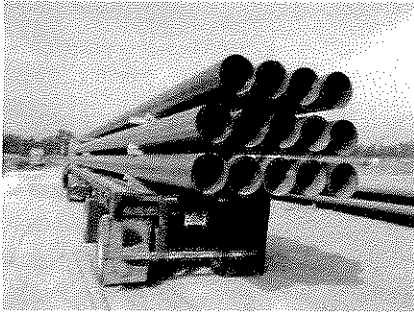
### SECTION 3 | CLIENT LIST



The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. William R. Scalf, Jr., P.E.**, Director  
Frankfort Sewer Department  
1200 Kentucky Avenue | Frankfort, KY 40602 | 502-875-2448  
wscalf@frankfort.ky.gov

**Similar Projects:** Schenkel Cave Sewer Replacement



- **Mr. Mark Wurschmidt, P.E.**, Assistant General Manager  
Sanitation District No. 1 of Northern Kentucky  
1045 Eaton Drive | Ft. Wright, KY 41017 | 859-578-7460  
mwurschmidt@sd1.org

**Similar Projects:** Western Regional Conveyance System - Flow Equalization/Storage

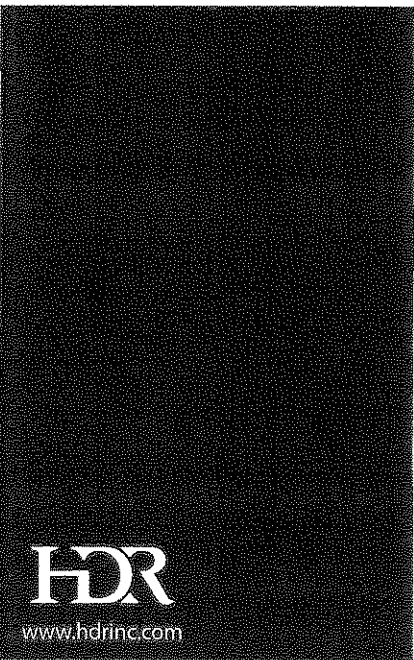


- **Mr. Charlie Bryant, P.E.**, Executive Assistant  
City of Elizabethtown  
P.O. Box 550 | 200 West Dixie Avenue | Elizabethtown, KY 42701 | 270-765-2910  
charlie.bryant@elizabethtownky.gov

**Similar Projects:** Billy Creek Interceptor

- **Mr. John Hodges, P.E.**, Executive Director  
Paducah McCracken Joint Sewer Agency  
621 Northview Street | Paducah, KY 42001-7453 | 270-575-0056  
jhodges@jointsewer.com

**Similar Projects:** Massac Creek Phase I Interceptor, Pump Station, & Force Main



# CATEGORY 2 | DIG & REPLACE PIPELINES

## SECTION 4 | CATEGORY DESIGN SERVICES



01 | SCHENKEL CAVE SEWER REPLACEMENT  
02 | WESTERN REGIONAL CONVEYANCE SYSTEM

### SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

#### 01 | SCHENKEL CAVE SEWER REPLACEMENT

Frankfort Sewer Department | Frankfort, KY

Dates of Service: 2008 - 2010

Key Personnel: Rich Smith, P.E. | George Woolwine, P.E. | Joe Lewis, P.E. | Anthony Pellegrino, P.E. | Bob Sturdivant

Services Provided: Design, Funding Assistance, Geotechnical Investigation, Permits & Easement Descriptions, Bidding Assistance, Construction Administration, Resident Project Representation

Description of Services Provided: Approximately 1,500 LF of existing 14-inch diameter sanitary sewer line located at the lower end of Frankfort's sewer system overflow (SSO) Basin No. 3, near the intersection of Schenkel Lane and Wilkinson Boulevard (KY Hwy 421), created a hydraulic bottleneck resulting in SSOs. The sewer line passes through a cave under Schenkel Lane as a 14-inch ductile iron pipeline. Downstream of the cave, the sewer discharges into parallel 16- and 20-inch ductile iron pipes, which act as an inverted siphon under Wilkinson Boulevard.

The trunk sewer upstream of the cave is 36 inches in diameter with an estimated capacity of 20.0 to 22.0 MGD. The 14-inch sewer remained in service during construction of a new 36-inch diameter DIP. This provides adequate capacity for the projected future peak flow and has eliminated the SSO at the upstream manhole.

Construction Cost: \$4,600,000

#### 02 | WESTERN REGIONAL CONVEYANCE SYSTEM (WRCS)

Sanitation District No. 1 of Northern Kentucky

Dates of Service: 2007 - 2012

Key Personnel: Benton Hanson, P.E. | Rich Smith, P.E. | John LaRue, P.E. | Joe Lewis, P.E. | Anthony Pellegrino, P.E.

Services Provided: Alignment Studies, Final Site Investigations, Regulatory Coordination/Permits, Surveying, Easement Acquisition, Bidding, Construction Services

Description of Services Provided: The WRCS involves several projects that transport wastewater flow to the Western Regional Conveyance Tunnel/WWTP that replaced existing sewers. The line segments each started with a Route Selection Study presented as a technical memorandum. This Study documented the proposed alignment using the sheared Geographic Information System (GIS) aeriels and existing utilities. Pipe materials were evaluated for both force mains and gravity sewers, with preference towards non-metallic pipe whenever practical due to the District's past corrosion problems. Environmental surveys of the proposed alignments were conducted to identify wetlands, running buffalo clover, and potential Indiana bat habitat. Aerial mapping and field surveying were used as the basis for preparation of drawings. Geotechnical and archeological investigations were conducted to identify potential problem areas and further refine the alignments. One key component of the detailed design was coordinating construction of the new collection system with interception and conveyance of the existing wastewater flows. Descriptions were prepared for all temporary and permanent easements and assistance provided to obtain easements. Total estimated construction cost for this project is \$165 million, including the following (total 155,000 feet with tunnel): 35,000 feet of 102-inch tunnel, 14,000 feet of 60-72 inch interceptor, 17,700 feet of 54-inch interceptor, 10,900 feet of 48-inch interceptor, 50,000 feet of 30- to 36-inch sewer, 29,400 feet of 20- to 24-inch force main, and a 21 MGD diversion pump station.

Construction Cost: \$165,557,000

#### 03 | BILLY CREEK INTERCEPTOR

City of Elizabethtown, KY

Dates of Service: 2012 - 2013

Key Personnel: Rich Smith, P.E. | Benton Hanson, P.E. | Joe Lewis, P.E. | Mark Stephens, P.E. | Greg Gilvin

## CATEGORY 2 | DIG & REPLACE PIPELINES CATEGORY DESIGN SERVICES



03



04

03 | BILLY CREEK INTERCEPTOR  
04 | MASSAC CREEK PHASE I SEWER, FM, & PS

Services Provided: Studies, Design, Environmental Assessments, Bidding, Construction Administration, Funding Assistance, and Resident Inspection

Description of Services Provided: The Billy Creek Interceptor project consists of 8,500 feet of 36-inch and 8,800 feet of 42-inch gravity interceptor sewer that will replace 10,300 LF of 12-inch sewer. The purpose of the new interceptor sewer is to provide additional capacity for the growth along Ring Road. The majority of the proposed interceptor sewer will be located adjacent to existing interceptor sewer lines. The proposed 42-inch interceptor gravity sewer will connect into the existing 42-inch interceptor at Valley Creek WWTP.

Construction Cost: \$6,538,000

### 04 | MASSAC CREEK PHASE I INTERCEPTOR SEWER, FORCE MAIN, & PUMP STATION Paducah McCracken Joint Sewer Agency (JSA) | Paducah, KY

Dates of Service: 2010 - Ongoing

Key Personnel: Benton Hanson, P.E. | Larry Anderson, P.E. | Mark Stephens, P.E. | Bob Schindler, Class IV | Bob Sturdivant

Services Provided: Planning, Design, Easement Acquisition, Funding Support, Surveying, Regulatory Coordination/Permits, Environmental, Bidding

Description of Services Provided: The Paducah McCracken Joint Sewer Agency (JSA) selected HDR Engineering to design the Massac Creek Phase I Project. JSA is under a Consent Judgement for their combined sewer overflows within their collection system. Massac Creek is located west of Paducah outside of the city limits. The Massac Creek interceptor | pump station | force main project will serve two primary objectives. First, it will divert flows from the neighboring Perkins Creek interceptor which overflows during wet weather. Second, it will provide the infrastructure west of Paducah for future growth including the Riverport, local airport, and surrounding area.

The project started with the preparation of a preliminary design that examined the Massac Creek drainage area, identified existing flows from package plants and pump stations that could be diverted, and estimated future flows in the area. Based on this information, the gravity interceptor, pump station and parallel force mains were sized. The major components of the project include 11,000 feet of 30- and 36-inch gravity interceptors, 4,060 gallons per minute (GPM) submersible pump station (initially 695 GPM, easily expandable), 30,000 feet of 10-inch force main, and 33,000 feet of 20-inch force main to accommodate future wet weather flows.

Construction Cost: \$6,770,000 (Phase I)

## REPRESENTATIVE SANITARY SEWER, FORCE MAIN, & PUMP STATION EXPERIENCE

The table below presents additional HDR experience with sanitary sewers, force mains, and pump stations. Several of these projects have involved key members of this proposed project team.

Client	Sanitary Sewers (ft)	Size Range	Pump Stations	Approximate Construction Cost	Engineering Services					
					ROW/Easements	Funding Assistance	Design	Construction	Public Meetings	Regulatory
1. Lexington, KY	19,000	20-27"	2	\$2,256,000	•	•	•	•	•	•
2. Richmond, KY	55,000	8-48"	2	17,500,000	•	•	•	•	•	•
3. Louisville MSD, KY	289,000	8-24"	4	43,062,000	•	•	•	•	•	•
4. Nicholasville, KY	51,000	8-24"	2	7,950,000	•	•	•	•	•	•
5. Sanitation District No. 1 of NKY	155,000	24-102"	1	165,551,000	•	•	•	•	•	•
6. RWRA /Owensboro, KY	139,000	8-48"	8	11,700,000	•	•	•	•	•	•
7. Paducah, KY   Ph I & II	74,000	10-36"	1	9,000,000	•	•	•	•	•	•
8. Ohio County Regional, KY	88,000	6-18"	4	4,829,000	•	•	•	•	•	•
9. Madisonville, KY	45,000	20-48"	3	2,985,000	•	•	•	•	•	•
10. Williamsburg, KY	27,000	8-21"	8	1,689,000	•	•	•	•	•	•
<b>Total</b>	<b>942,000</b>		<b>35</b>	<b>\$266,522,000</b>	<b>10</b>	<b>9</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>

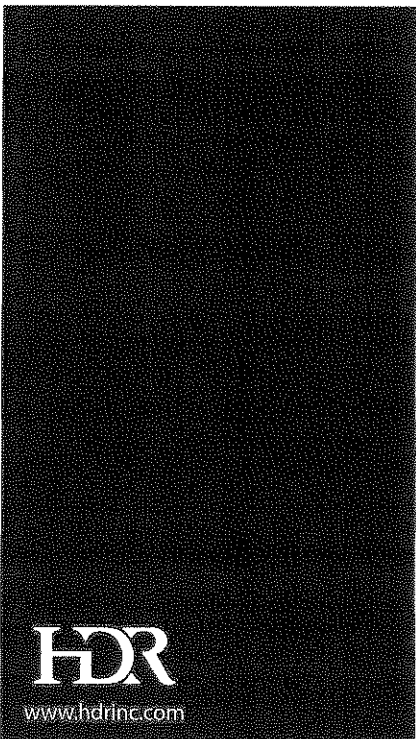
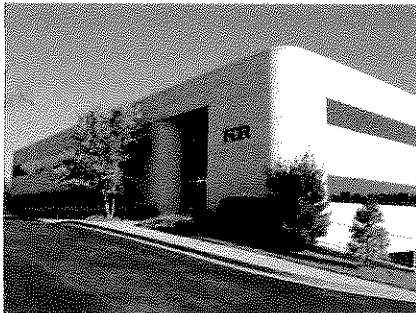
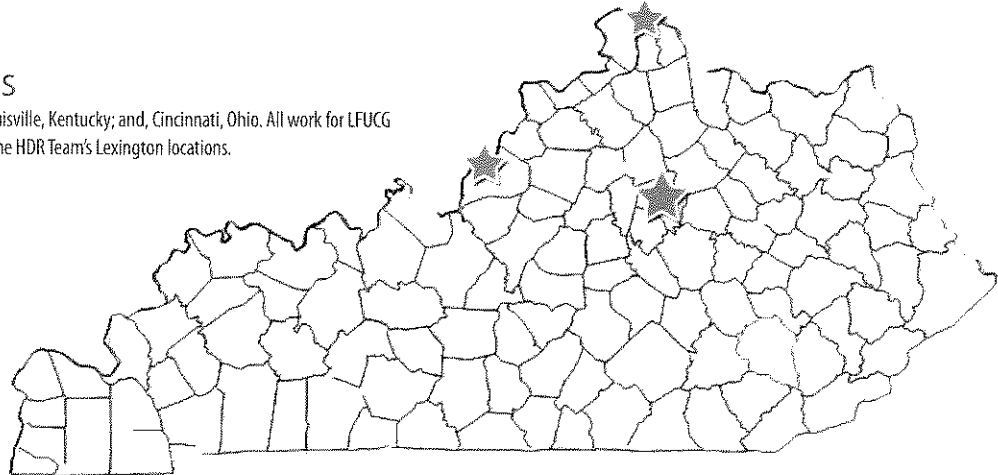
# CATEGORY 2 | DIG & REPLACE PIPELINES

## SECTION 5 | LOCAL OFFICE LOCATIONS

### HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio. All work for LFUCG Division of Water Quality will be performed by the HDR Team's Lexington locations.

★ = Lexington, Louisville, and Cincinnati



### PRIME CONSULTANT HDR ENGINEERING, INC.

<b>Firm Name:</b>	<b>HDR ENGINEERING, INC. (HDR)</b>
<b>Local Address:</b>	2517 Sir Barton Way   Lexington, KY 40509
<b>Local Phone No.   Fax No.:</b>	(859) 223-3755   (859) 223-3150
<b>Date Established:</b>	1989
<b>No. Of Local Employees   Utilization:</b>	65   88%

### SUBCONSULTANTS

#### ThirdRock Consultants | Environmental, Permitting, & SWPPPs

<b>Local Address:</b>	2526 Regency Road, 180   Lexington, KY 40503
<b>Local Phone No.   Fax No.:</b>	(859) 977-2000   (859) 977-2001
<b>Date Established:</b>	2000
<b>No. Of Local Employees   Utilization:</b>	26   4%

#### Abbie Jones Consulting | Permits, SWPPPs, Field Surveying

<b>Local Address:</b>	1022 Fontaine Road   Lexington, KY 40502
<b>Local Phone No.:</b>	(859) 559-3443
<b>Date Established:</b>	2011
<b>No. Of Local Employees   Utilization:</b>	5   4%

#### Integrated Engineering, LLC | Field Surveying, Easement Descriptions

<b>Local Address:</b>	1716 Sharkey Way, 200   Lexington, KY 40511
<b>Local Phone No.   Fax No.:</b>	(859) 368-0145   (859) 904-1538
<b>Date Established:</b>	2006
<b>No. Of Local Employees   Utilization:</b>	13   4%

#### Consulting Services, Inc. | Geotechnical Investigation

<b>Local Address:</b>	250 Gold Rush Road   Lexington, KY 40503
<b>Local Phone No.   Fax No.:</b>	(859) 309-6021   (888) 792-3121
<b>Date Established:</b>	2009
<b>No. Of Local Employees   Utilization:</b>	41   As Needed

## CATEGORY 2 | DIG & REPLACE PIPELINES

### SECTION 6 | DBE/WBE INVOLVEMENT



#### THIRD ROCK CONSULTANTS

Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in the fall of 2000 in response to the increased need for innovative, yet professional environmental consulting services. Third Rock is recognized as a leading environmental firm in our region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs.

Third Rock is a certified woman-owned business enterprise (WBE). Molly Davis is the sole owner and president of Third Rock. She is a graduate of the University of Kentucky College of Law. Prior to entering the consulting business, Ms. Davis specialized in environmental law at Greenebaum, Doll & McDonald, PLLC, a prominent Lexington law firm. Her experience as an environmental attorney is advantageous for our clients who must comply with complicated environmental laws and regulations. Under Ms. Davis' leadership, Third Rock has achieved a reputation for providing quality environmental services in today's challenging regulatory climate.

As demonstrated in Section 2 of this submittal, Third Rock will be responsible for environmental support, permit applications, and SWPPPs. **Gerry Fister**, a Third Rock Project Administrator and professional geologist will be a key member of HDR's project team. Gerry's extensive understanding of the regulations governing the NEPA process, knowledge of a wide range of regulatory programs, and a broad background in the application of environmental science make him a valuable asset to HDR's project team.



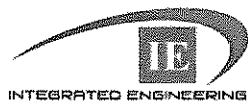
Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. AJC's positive outcomes with local authorities are a result of civil service experience and a "we're here to help YOU" perspective. Professional services include:

#### Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

#### Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses



#### INTEGRATED ENGINEERING, PLLC

Integrated Engineering, PLLC, a certified DBE with LFUCG, was founded by Harsha Wijesiri in August of 2006. We are an emerging professional civil engineering and surveying company with experience in diverse disciplines. We have worked with governmental agencies in various cities across Kentucky. Some of our valuable clients include Lexington-Fayette Urban County Government, Louisville Metropolitan Sewer District, the Sanitation District No. 1 of Northern Kentucky, City of Richmond, Frankfort Sewer Department, City of Middletown, City of Hurstbourne, City of Wellington, and City of Ludlow. Our staff has earned a reputation for completing projects in a responsive manner while meeting and exceeding the client's needs and expectations.

Integrated Engineering is currently one of the eight engineering consultants selected to LFUCG's original IDIQ contract for sanitary and storm sewer projects. Additionally, the Bob O Link Trunk Sewer Replacement Project that we are currently designing is listed as the first official Remedial Measures Project with LFUCG's Consent Decree. Our local staff is also currently assisting LFUCG's Division of Water Quality as a sub-consultant on the Sanitary Sewer Capacity, Management, Operations, and Maintenance (CMOM) and Capacity Assurance Program (CAP) Teams. Both of these programs are deeply involved in the planning and implementation of future development and operational procedures for LFUCG's required conformance to the Consent Decree. It is with this experience and inherent knowledge of LFUCG's Division of Water Quality operational and design procedures that make Integrated Engineering a valuable addition to the Team. It is also noteworthy that 100% of our project related services will be performed by our local professional and support staff.

CATEGORY 2 | DIG & REPLACE PIPELINES  
SECTION 7 | HOURLY RATE SCHEDULE

<b>Job Classification</b>	<b>Hourly Rate</b>
<b>Principal</b>	<b>\$210</b>
<b>Project Manger</b>	<b>\$165</b>
<b>Project Engineer (PE)</b>	<b>\$150</b>
<b>Project Engineer (EIT)</b>	<b>\$90</b>
<b>Engineering Technician   CAD Technician</b>	<b>\$85</b>
<b>Survey Crew</b>	<b>\$110</b>
<b>Clerical</b>	<b>\$70</b>



www.hdrinc.com

Appendix A | **AFFIDAVIT**

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

1. His/her name is Ben R. Edelen and he/she is the individual submitting the proposal or is the authorized representative of HDR Engineering, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
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.

Ben R. Edelen

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 13th day of November, 2012.

My Commission expires: 10/16/2016

[Signature]  
 NOTARY PUBLIC, STATE AT LARGE



Appendix B | **WORKFORCE ANALYSIS**

**WORKFORCE ANALYSIS FORM**

Name of Organization: HDR Engineering, Inc./Kentucky Department

Date: 11/5/2012

Categories	Total	White		Latino		Black		Other		Totals	
		M	F	M	F	M	F	M	F	M	F
Administrators and Managers	15	13	2							13	2
Professionals	62	53	9							53	9
Superintendents											
Supervisors											
Foreman											
Technicians*	22	21				1				22	
Protected Service											
Para-Professionals											
Office/Clerical	7		6				1				7
Skilled Craft											
Service/Maintenance											
<b>Total</b>	<b>106</b>	<b>87</b>	<b>17</b>			<b>1</b>	<b>1</b>			<b>88</b>	<b>18</b>

\*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer





## Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive  
Omaha, NE 68114-4049

Phone (402) 399-1000  
Human Resources Fax (402) 548-5002  
<http://hr.intranet.hdr/>

09.05.04

**HDR Engineering, Inc.**  
**Affirmative Action Plan**

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

**Employee Referral Program** - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

**Tuition Reimbursement** - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

**Job Posting** - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

**Performance Appraisal and Development Program** - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

**HDR Engineering, Inc.**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)

11/6/2012

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : St. Paul Fire and Marine Insurance Company		24767
INSURER C : Sentinel Insurance Company, Ltd.		11000
INSURER D : Zurich American Insurance Company		16535
INSURER E :		
INSURER F :		

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 12061983 REVISION NUMBER: XXXXXXXX

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.

BSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RELATED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GENT. AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC \$
A A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1169 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED RETENTIONS \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y/N N	N/A	91WEOH1000	7/1/2012	7/1/2013	WC STATU-TORY LIMITS X OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCH & ENG PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000

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

RE: 33-2012 PROFESSIONAL ENGINEERING SERVICES - LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

## CERTIFICATE HOLDER

## CANCELLATION

12061983

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ATTENTION: DIVISION OF RISK MANAGEMENT  
200 E. MAIN STREET  
LEXINGTON KY 40509

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

## GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

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

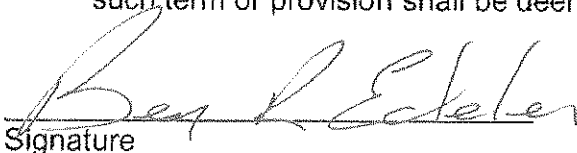
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according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

#### B. At Will Termination

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

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

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

  
Signature

11/13/2012

Date

Lexington-Fayette Urban County Government  
MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

MBE/WBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1. ThirdRock Consultants 2526 Regency Rd, Suite 180 Lexington, KY 859-977-2000	<ul style="list-style-type: none"> <li>• Environmental Support Services</li> <li>• Permits</li> <li>• SWPPPs</li> </ul>	TBD	4%
2. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443	<ul style="list-style-type: none"> <li>• Permits</li> <li>• SWPPPs</li> <li>• Field Surveying</li> </ul>	TBD	4%
3. Integrated Engineering, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40511 859-368-0145	<ul style="list-style-type: none"> <li>• Field Surveying</li> <li>• Easement Descriptions</li> </ul>	TBD	4%
4.			

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: *Bey L Eckeler*

Date: November 13, 2012

Title: Vice President



www.hdrinc.com



## Attachment 1

## Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Omaha, NE	1917	8,000	40
Local Office	Lexington, KY	1989	65	40
PM Location	Lexington, KY			
<b>Subconsultants</b>				
Name:	ThirdRock Consultants, Inc.	January 2000	26	3
Service Provided	Environmental, Permits, SWPPPs			
Headquarters	Lexington, KY	January 2000	26	3
Local Office	Lexington, KY	January 2000	26	3
Name:	Abbie Jones Consulting	May 2011	5	5
Service Provided	Permit, SWPPPs, Field Surveying			
Headquarters	Lexington, KY	May 2011	5	5
Local Office	Lexington, KY	May 2011	5	5
Name:	Integrated Engineering, PLLC	2006	13	6
Service Provided	Field Surveying, Easement Desc.			
Headquarters	Lexington, KY	2006	13	6
Local Office	Lexington, KY	2006	13	6

**Notes:**

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

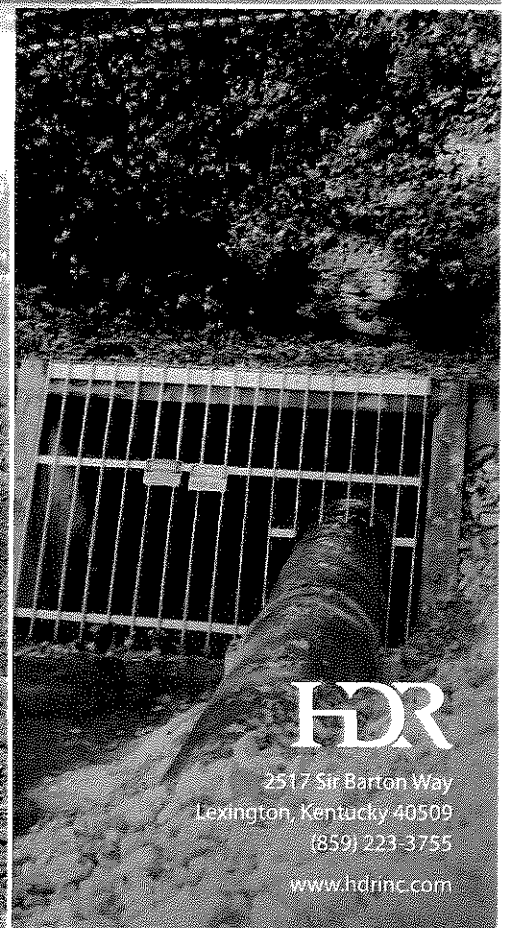
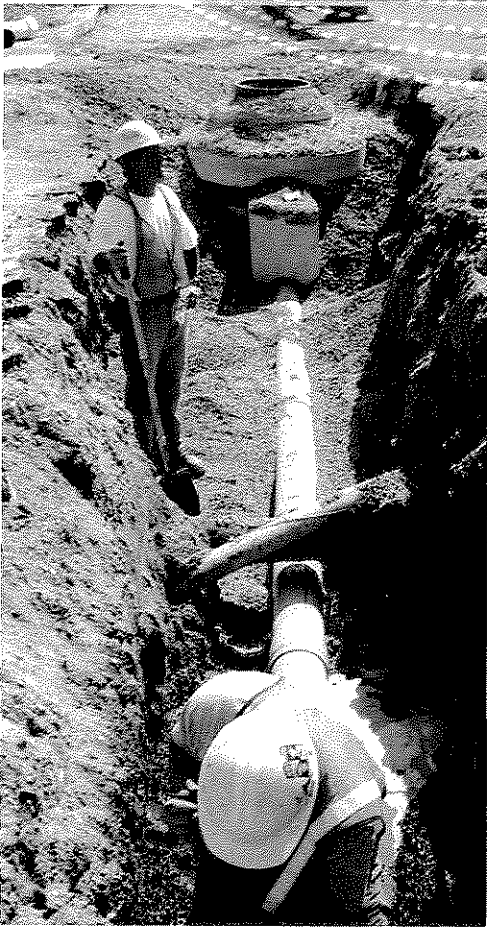
Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters				
Local Office				
PM Location				
<b>Subconsultants</b> Name:	Consulting Services, Inc.	2009	41	37
Service Provided	Geotechnical Services			
Headquarters	Lexington, KY	2009	41	37
Local Office	Lexington, KY	2009	41	37
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

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



**HDR**

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(859) 223-3755  
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**EXHIBIT D**

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

LFUCG TASK ORDER NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR \_\_\_\_\_

---

**CONSULTANT**

**OWNER**

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

Task Order Date: \_\_\_\_\_

Task Name: \_\_\_\_\_

Task ID: \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

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

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

**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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