

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Kenvirons, Inc. with offices located at 452 Versailles Road, Frankfort, KY 40601 (**CONSULTANT**). **OWNER** intends to proceed with the Category 5 (Conventional Small Pump Station Designs) Professional Engineering Services Program as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

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

#### 1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Addendum 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #33-2012), and

**amendments to the CONSULTANT'S proposal included in attached Exhibit D  
"Further Description of Basic Engineering Services and Related Matters."**

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

**CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

**OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

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

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

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1. Methods of Payment for Services of **CONSULTANT**.

#### 5.1.1. For Basic Services

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

**6.1.1. CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

**6.2. Ownership and Reuse of Documents**

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

**6.3. Legal Responsibilities and Legal Relations**

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

**6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

**6.5. Disputes**

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

#### **6.6. Accuracy of CONSULTANT'S Work**

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

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

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

#### **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. DEFINITIONS**

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

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

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

### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

**CONSULTANT** shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT'S** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.



### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement unless it

is deemed not to apply by OWNER.

- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

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

#### **6.9.5. SAFETY AND LOSS CONTROL**

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its

work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

#### **6.9.6. DEFINITION OF DEFAULT**

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

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.
  - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **OWNER'S** designee will be identified in each

approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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


**OWNER:**

**CONSULTANT:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**KENVIRONS, INC.**

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

BY:   
R. VAUGHN WILLIAMS, P.E.,  
PRESIDENT

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK )  
COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by R. VAUGHN WILLIAMS, as the duly authorized representative for and on behalf of KENNIRONS, INC., on this the 7<sup>th</sup> day of FEBRUARY, 2013.

My commission expires: 10-27-2016.

Conrad A. Morley  
NOTARY PUBLIC

**EXHIBIT A**

**RFP #33-2012**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR PROFESSIONAL**

**ENGINEERING SERVICES**



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2012 RFQ for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 13, 2012**.

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

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

**RFP #33-2012 RFQ for Professional Engineering Services**

If mailed, the envelope must be addressed to:

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

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

There will be a pre-proposal conference on **Monday, October 29, 2012 at 10:00 AM, local time, in the Phoenix Bldg., 3<sup>rd</sup> Floor Conference Room, 101 East Vine Street, Lexington KY.**

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

Each firm responding to this RFQ shall submit individual SOQ's for each project category (contract) for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) for each project category.

The LFUCG reserves the right to establish the pre-qualified list for each service category/contract as need dictates. Finalization of the pre-qualified list in each category/contract may occur en masse or separately.

This RFP will result in six (6) individual category/contracts as defined by project categories/contracts listed in the Scope of Services. This RFP will be evaluated and awarded in contract phases as deemed necessary in order to meet the overall Consent Decree Project and timelines. See below for anticipated schedules. The LFUCG in no way guarantees this schedule.

Categories	Council Dockets	
	First Reading	Second Reading
Category 1 (Equalization Tanks or Basins)	12-6-12	12-11-12
Category 2 (Dig & Replace Pipelines)	1-17-13	1-31-13
Category 3 (Stormwater Management Projects)	1-17-13	1-31-13
Category 4 (Pipeline, manhole, inlet projects)	1-17-13	1-31-13
Category 5 (Conventional Small pump stations)	February 2013	
Category 6 (Conventional Large pump stations)	February 2013	

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

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

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

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

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



## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **Contention Process**

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

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

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

**SELECTION CRITERIA (see enclosed scoring sheet)**

1. Overall expertise of the firm in service category
2. Overall expertise of the Team members in service category
3. Past performance in the service category
4. Project Manager Qualifications
5. Risk Management Plan
6. Office status and location of employees
7. Hourly Rates

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

**Questions shall be addressed to:**

Betty Landrum, Buyer Senior  
Division of Central Purchasing  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**Affirmative Action Plan**

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320 or email to Betty Landrum at [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**AFFIDAVIT**

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

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

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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

Categories	Total	White		Latino		Black		Other		Total
		M	F	M	F	M	F	M	F	
Administrators										
Professionals										
Superintendents										
Supervisors										
Foremen										
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical										
Skilled Craft										
Service/Maintenance										
<b>Total:</b>										

Prepared by: \_\_\_\_\_

\_\_\_\_\_  
Name & Title



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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government**  
**MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

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

**PART 3 - DEFINITIONS**

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

**PART 4 - OBLIGATION OF PROPOSER**

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
  - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
  - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development

[tyra@commercelexington.com](mailto:tyra@commercelexington.com)

859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown

[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)

502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC

[dharbut@uky.edu](mailto:dharbut@uky.edu)

Shawn Rogers, UK SBDC

[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack

[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles

[jcoles@cvcky.org](mailto:jcoles@cvcky.org)

859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis

[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)

502-564-3601

**KPAP**

Debbie McKnight

[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)

800-838-3266 or 502-564-4252

Bobbie Carlton

[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon

[rwaldon@gcul.org](mailto:rwaldon@gcul.org)

513-487-6534

**Kentucky Small Business Connect**

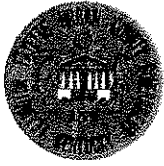
Tom Back

800-626-2250 or 502-564-2064

<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)



**LFUGC MBE/WBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 33-2012**

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

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

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

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

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

\_\_\_\_\_  
**Title**



**LFUCG MBE/WBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** 33-2012

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

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

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

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

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

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

\_\_\_\_\_  
**Title**



**MBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 33-2012

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

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 33-2012

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 33-2012** \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
**Title**

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## GENERAL PROVISIONS

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

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

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

for other documentation which is required by this RFP to be submitted with the proposal,

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for

- construction services;
- (e) The filing of a bankruptcy petition by or against the contractor;  
or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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

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- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

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

#### B. At Will Termination

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

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

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

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Signature

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Date

**Scope of Services RFP #33-2012  
Request for Qualifications (RFQ) and Hourly Rates for  
Professional Engineering Services**

**1. Background**

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Remedial Measures Plans (RMPs) in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will serve as master plans in identifying system improvements necessary to eliminate recurring sanitary sewer overflows (SSOs). RMPs for the three separate groups of watersheds identifying improvements necessary in LFUCG's seven sewersheds have been submitted to EPA for approval. The planned improvements identified in the RMPs must be implemented (constructed) within a thirteen (13) year timeframe that began when the Consent Decree was entered in January 2011.

Concurrently, DWQ is implementing stormwater improvements that have been planned previously. A new master planning process is underway and stormwater flooding capital projects will continue to be implemented on a regular basis. In addition, DWQ and other divisions of LFUCG undertake scheduled and unscheduled sanitary sewer projects as needed.

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for sanitary sewer improvements described in the Remedial Measures Plans submitted to the EPA and KyDEP along with other sanitary sewer or storm sewer infrastructure projects LFUCG believes is necessary to meet its compliance requirements and to address the community's sanitary sewer and stormwater needs. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' prequalifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (6) separate categories of projects under separate contracts, and the maximum numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Equalization Tanks or Basins (with or without associated pumping facilities) – **maximum of four (4) firms**
- Contract 2 - Dig and replace pipeline projects (includes pipes and manholes to be placed in new alignments) – **maximum number of firms TBD**
- Contract 3 - Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities – **maximum number of firms TBD**
- Contract 4 - Pipeline, manhole, inlet and junction chamber rehabilitation projects – **maximum number of firms TBD**
- Contract 5 - Conventional small pump station designs (0 to less than 1000 gpm firm capacity) – **maximum number of firms TBD**
- Contract 6 - Conventional large pump station designs (1000 gpm or greater firm capacity) – **maximum of four (4) firms**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above such as wastewater treatment plant (WWTP) improvements shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted prequalifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

## **2. Contract Type and Contracting Process**

Each prequalified firm shall be awarded with an indefinite service delivery contract (Attachment 3, Engineering Services Agreement). Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in approved Task Orders. Only the approval of project-specific Task Orders shall constitute a notice to proceed on specific projects.

Engineering services/design work for all Consent Decree projects—including RMP projects, are subject to “Additional Provisions” included in the Consent Decree Task Order (Attachment 4). The projects that are not Consent Decree related are not subject to these “Additional Provisions;” therefore, non-Consent Decree projects will use Attachment 5.

The scope, intent, and schedule of each RMP project shall generally be in accordance with the RMP Implementation Plan; however, LFUCG reserves the right to reduce, increase, or otherwise change the scopes of the RMP projects. The scope, intent and schedule for non-RMP projects will be communicated as they are identified and developed by DWQ.

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

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of awarded LFUCG contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent LFUCG work have been ranked from highest value of LFUCG contracts to the lowest value of LFUCG contracts over the last 24 months. The remaining firms that have not been awarded any LFUCG contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as

published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a task order for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

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

### **3. General Project Description**

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. The following list of professional engineering services may or may not be included in each Task Order. All work shall be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the LFUCG Stormwater Manual. Waivers of this requirement must be in writing, signed by the Director of Water Quality or the Commissioner of Environmental Quality and Public Works.

- Review of DWQ/LFUCG supplied or referenced information related to the project.
- Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying (NOTE: DWQ is procuring photogrammetric mapping, digital terrain modeling, and orthophotos for selected projects and will provide this information to each consultant in AutoCAD format. The mapping will be appropriate for 1" = 20' plans, with 1-foot contour intervals).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ/LFUCG. DWQ intends to procure the services of a separate property acquisition consultant. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.

- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods. Decommissioning plans for pump stations to be removed from service. Interim operational plans, when required, for pump stations which will be upgraded or are affected by construction projects.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Prepare Engineer's pre-bid Opinion of Project Costs.
  - Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award

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

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

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations under Kentucky Infrastructure Authority (KIA) funded projects (i.e. – federally funded).

#### 4. Submittals

Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

##### Section

1. Letter of Transmittal (one page maximum)
  - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (two pages maximum)
  - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (six pages maximum)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Design Services Projects Within the Category a Firm Requests a Pre-  
Qualification (two pages maximum)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (one page maximum)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to



be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (**one page maximum**)
  - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

## **5. Disadvantaged Business Enterprise (DBE) Notice**

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

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

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

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives in each Task Order they are awarded.

## 6. Selection Criteria (Attachment 2)

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

Overall expertise of the firm in service category <sup>(1)</sup>	5 points
Overall expertise of the Team members in service category <sup>(1)</sup>	15 points
Past performance in the service category <sup>(2)</sup>	20 points
Project Manager Qualifications <sup>(3)</sup>	20 points
Risk Management Plan	10 points
Office status and location of employees <sup>(4)</sup>	20 points
Hourly Rates <sup>(5)</sup>	<u>10 points</u>
	100 points

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on sanitary sewer or storm water projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.
5. Hourly rates must be within 15 percent of the mean for all prospective consultants to be rated as "acceptable".

**Project Team Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DWQ projects</b>
Headquarters				
Local Office				
PM Location				
<b>Subconsultants</b> Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

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

## Attachment 2 - RFP Scoring Sheet

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:			
Project Category:			
Selection Criteria	Notes	Score (1-5)	Total Points Possible
Overall expertise of the firm	Acceptable: at least 3 similar projects		5
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15
Past performance in the service category	Based on work for LFUCG and/or reference clients		20
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years		20
Risk Management Plan	Acceptable: submits acceptable contingency plan		10
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20
	4.5 - Prime has "local" HQ		
	4.0 - Prime has local office > 30 employees		
	3.5 - Prime has local office ≤ 30 employees		
	3.0 - Prime has non-local Kentucky HQ		
Hourly Rates	2.5 - Prime has non-local KY office		10
	1.0 to 2.0 - Prime has no Kentucky office (consider distance)		
Final Technical Score	Acceptable: rates generally within 15% of the mean		100

# Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects

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

Comments:

Description	Adjective	Numeric Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

## ATTACHMENT #3

### ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and \_\_\_\_\_ (name & address) \_\_\_\_\_ (CONSULTANT). OWNER intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

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

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

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

##### 1.1. General

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

##### 1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Appendices \_\_\_\_\_ and Addendums \_\_\_\_\_), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the

**CONSULTANT's response to RFP #33-2012), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

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

previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.



- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT.**

#### **5.1.1. For Basic Services**

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

**6.2. Ownership and Reuse of Documents**

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

**OWNER.** The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations**

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

### **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

#### **6.5. Disputes**

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

#### **6.6. Accuracy of CONSULTANT'S Work**

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

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

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. DEFINITIONS**

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

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

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

### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

**CONSULTANT** shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT'S** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless

Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance

retained by OWNER.

- c. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

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

### **6.9.5. SAFETY AND LOSS CONTROL**

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

#### **6.9.6. DEFINITION OF DEFAULT**

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

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance



of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **OWNER'S** designee will be identified in each approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**

**CONSULTANT:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

\_\_\_\_\_

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

BY: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

URBAN COUNTY COUNCIL CLERK    )  
COMMONWEALTH OF KENTUCKY    )  
COUNTY OF FAYETTE            )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**RFP #33-2012**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR PROFESSIONAL**

**ENGINEERING SERVICES**

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**EXHIBIT D**

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

ATTACHMENT #4

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

CONSULTANT

OWNER

Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
Task Order Date:	_____	chmartin@lexingtonky.gov
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 \_\_\_\_\_ . A fully executed copy will be returned to the Owner.*



ATTACHMENT #5

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

CONSULTANT

OWNER

Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

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

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

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

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

Two originals of this work order shall be executed by the Owner and returned to \_\_\_\_\_. A fully executed copy will be returned to the Owner.



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: \_\_\_\_\_

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

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

**Hourly Rate Schedule  
Remedial Measures Plan and Related Projects**

<b>Job Classification</b>	<b>Hourly Rate</b>
Principal	
Project Manager	
Project Engineer (PE)	
Project Engineer (EIT)	
Engineering Technician / CAD Technician	
Survey Crew	
Clerical	

## Attachment 2 - RFP Scoring Sheet – REVISED for Addendum

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

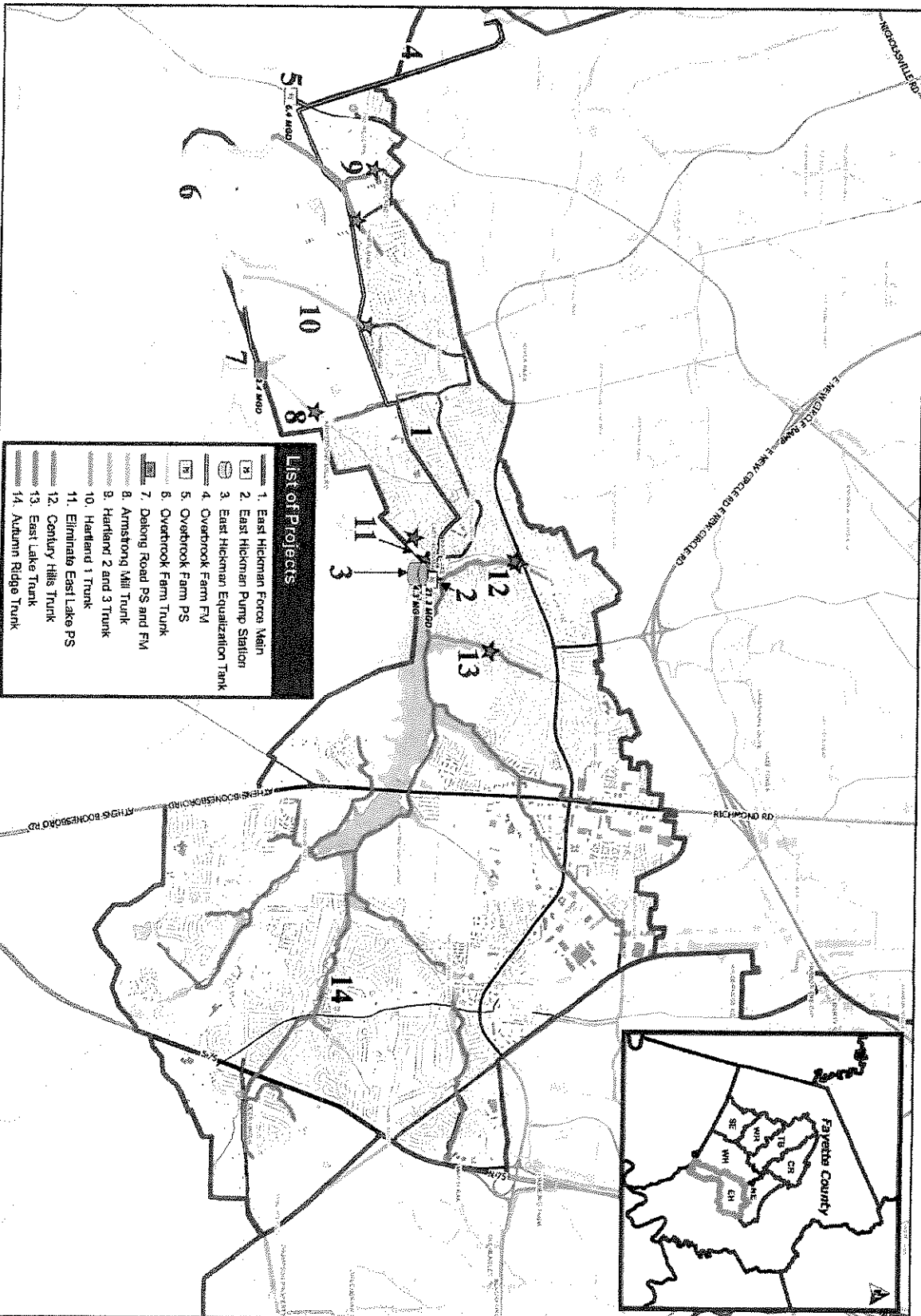
Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:				
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		10	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years and located locally		25	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20	
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees			
	3.0 - Prime has non-local Kentucky HQ			
Final Technical Score	2.5 - Prime has non-local KY office		100	
	1.0 to 2.0 - Prime has no Kentucky office (consider distance)			

RMP Projects

No.	Project Name	Design Fee Estimate	Construction Cost Estimate	Project Capital Cost Estimate	Project Type
CR-1	Lower Cane Run Wet Weather Storage	\$3,120,000	\$33,440,000	\$36,560,000	1 - Storage
CR-10	Upper Cane Run WWS	\$500,000	\$3,980,000	\$4,480,000	1 - Storage
EH-3	East Hickman WWS	\$1,540,000	\$16,520,000	\$18,060,000	1 - Storage
NE-1	North Elkhorn PS WWS	\$880,000	\$9,420,000	\$10,300,000	1 - Storage
TB-1	Town Branch WWTP WWS	\$9,770,000	\$102,130,000	\$111,900,000	1 - Storage
WH-1	WH-7 WWS	\$1,630,000	\$17,460,000	\$19,090,000	1 - Storage
WH-20	WH WWTP WWS	\$10,130,000	\$108,610,000	\$118,740,000	1 - Storage
WR-8	Wolf Run WWS	\$740,000	\$7,940,000	\$8,680,000	1 - Storage
CR-11	Cane Run Trunk	\$180,000	\$1,700,000	\$1,880,000	2 - Pipeline
CR-12	Lexmark Trunk A	\$180,000	\$1,480,000	\$1,660,000	2 - Pipeline
CR-13	Lexmark Trunk B	\$110,000	\$960,000	\$1,070,000	2 - Pipeline
CR-14	New Circle Trunk A	\$390,000	\$3,920,000	\$4,310,000	2 - Pipeline
CR-15	New Circle Trunk B	\$280,000	\$2,700,000	\$2,980,000	2 - Pipeline
CR-3	Expansion Area 3 FM	\$430,000	\$3,370,000	\$3,800,000	2 - Pipeline
CR-4	Expansion Area 3 Trunk	\$550,000	\$4,840,000	\$5,390,000	2 - Pipeline
CR-5	Shandon Park Trunks	\$260,000	\$2,050,000	\$2,310,000	2 - Pipeline
CR-6	Winburn Trunk	\$140,000	\$980,000	\$1,120,000	2 - Pipeline
CR-7	Thoroughbred Acres Trunk	\$170,000	\$1,600,000	\$1,770,000	2 - Pipeline
CR-9	Lower Griffin Gate Trunk	\$90,000	\$770,000	\$860,000	2 - Pipeline
EH-1	East Hickman FM	\$860,000	\$9,210,000	\$10,070,000	2 - Pipeline
EH-10	Hartland 1 Trunk	\$120,000	\$1,020,000	\$1,140,000	2 - Pipeline
EH-11	Eliminate East Lake PS	\$70,000	\$560,000	\$630,000	2 - Pipeline
EH-12	Century Hills Trunk Upsize	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
EH-13	East Lake Trunk Upsize	\$80,000	\$700,000	\$780,000	2 - Pipeline
EH-14	Autumn Ridge Trunk Upsize	\$100,000	\$900,000	\$1,000,000	2 - Pipeline
EH-4	Overbrook Farm FM	\$120,000	\$1,080,000	\$1,200,000	2 - Pipeline
EH-6	Overbrook Farm Trunk	\$420,000	\$4,250,000	\$4,670,000	2 - Pipeline
EH-8	Armstrong Mill Trunks	\$100,000	\$870,000	\$970,000	2 - Pipeline
EH-9	Hartland 2 & 3 Trunks	\$170,000	\$1,580,000	\$1,750,000	2 - Pipeline
NE-2	Eastland Trunk	\$160,000	\$1,340,000	\$1,500,000	2 - Pipeline
NE-3	Liberty Road Trunk	\$290,000	\$2,740,000	\$3,030,000	2 - Pipeline
NE-5	Greenbrier Trunk	\$30,000	\$260,000	\$290,000	2 - Pipeline
SE-2	Mint Lane Trunk	\$120,000	\$1,050,000	\$1,170,000	2 - Pipeline
TB-10	Midland Avenue Trunk	\$320,000	\$3,120,000	\$3,440,000	2 - Pipeline
TB-3	Tie-in Lower Cane Run FM	\$20,000	\$160,000	\$180,000	2 - Pipeline
TB-4	UK Trunk A	\$270,000	\$2,560,000	\$2,830,000	2 - Pipeline
TB-5	UK Trunk B (Newtown Pike Extension)	\$-	\$-	\$0	2 - Pipeline
TB-6	UK Trunk C	\$150,000	\$1,380,000	\$1,530,000	2 - Pipeline
TB-7	UK Trunk D	\$240,000	\$2,330,000	\$2,570,000	2 - Pipeline
TB-8	UK Trunk E	\$290,000	\$2,850,000	\$3,140,000	2 - Pipeline
TB-9	Georgetown Road Trunk	\$10,000	\$100,000	\$110,000	2 - Pipeline
WH-10	West Hickman Main Trunk E	\$750,000	\$7,950,000	\$8,700,000	2 - Pipeline
WH-11	West Hickman Main Trunk F	\$450,000	\$4,500,000	\$4,950,000	2 - Pipeline
WH-12	Sutherland Trunk	\$180,000	\$1,640,000	\$1,820,000	2 - Pipeline
WH-13	Idle Hour Trunk	\$80,000	\$700,000	\$780,000	2 - Pipeline
WH-14	Centre Parkway Trunk	\$100,000	\$850,000	\$950,000	2 - Pipeline
WH-15	The Island Trunks	\$100,000	\$890,000	\$990,000	2 - Pipeline
WH-16	Woodhill Trunk	\$290,000	\$2,790,000	\$3,080,000	2 - Pipeline
WH-17	Prather Road Trunk	\$200,000	\$1,870,000	\$2,070,000	2 - Pipeline
WH-18	Richmond Road Trunk	\$170,000	\$1,530,000	\$1,700,000	2 - Pipeline
WH-19	Wildwood Park Trunk	\$110,000	\$1,010,000	\$1,120,000	2 - Pipeline
WH-2	West Hickman Main Trunk A	\$380,000	\$3,800,000	\$4,180,000	2 - Pipeline
WH-3	West Hickman Main Trunk B	\$560,000	\$5,780,000	\$6,340,000	2 - Pipeline
WH-4	West Hickman Main Trunk C	\$440,000	\$4,400,000	\$4,840,000	2 - Pipeline
WH-5	Landsdowne South Trunk	\$330,000	\$3,220,000	\$3,550,000	2 - Pipeline
WH-6	West Hickman Main Trunk D	\$370,000	\$3,660,000	\$4,030,000	2 - Pipeline
WH-7	Merrick Trunk	\$360,000	\$3,520,000	\$3,880,000	2 - Pipeline
WH-8	Ecton Trunk	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
WH-9	Southeastern Hills Trunk	\$210,000	\$1,930,000	\$2,140,000	2 - Pipeline
WR-1	Wolf Run Main Trunk A	\$210,000	\$1,990,000	\$2,200,000	2 - Pipeline
WR-10	Bob O Link Trunk	\$190,000	\$1,650,000	\$1,840,000	2 - Pipeline
WR-2	Wolf Run Main Trunk B	\$230,000	\$2,180,000	\$2,410,000	2 - Pipeline
WR-3	Wolf Run Main Trunk C	\$420,000	\$4,140,000	\$4,560,000	2 - Pipeline
WR-4	Wolf Run Main Trunk D	\$190,000	\$1,730,000	\$1,920,000	2 - Pipeline
WR-5	Wolf Run Main Trunk E	\$230,000	\$2,140,000	\$2,370,000	2 - Pipeline
WR-6	Wolf Run Main Trunk F	\$260,000	\$2,460,000	\$2,720,000	2 - Pipeline
WR-7	Wolf Run Main Trunk G	\$220,000	\$1,990,000	\$2,210,000	2 - Pipeline
WR-9	Parkers Mill Trunk	\$190,000	\$1,770,000	\$1,960,000	2 - Pipeline
CR-16	Griffin Gate Rehab	\$-	\$-	\$0	4 - Rehab
NE-6	Floyd Drive Rehab	\$-	\$-	\$0	4 - Rehab
NE-4	Greenbrier #2 PS	\$170,000	\$1,040,000	\$1,210,000	5 - Small PS
TB-2	Town Branch PS Replacement	\$100,000	\$830,000	\$930,000	5 - Small PS
CR-2	Expansion Area 3 PS	\$720,000	\$6,980,000	\$7,700,000	6 - Large PS
EH-2	East Hickman PS	\$1,190,000	\$13,110,000	\$14,300,000	6 - Large PS
EH-5	Overbrook Farm PS	\$520,000	\$5,300,000	\$5,820,000	6 - Large PS
SE-1	South Elkhorn PS Upsize	\$80,000	\$690,000	\$770,000	6 - Large PS
SE-3	Mint Lane PS	\$490,000	\$3,920,000	\$4,410,000	6 - Large PS
WR-11	Wolf Run Pump Station	\$-	\$9,500,000	\$9,500,000	6 - Large PS
CR-8	Sharon Village PS and FM	\$220,000	\$1,900,000	\$2,120,000	2 & 6
EH-7	Delong Road PS & FM	\$280,000	\$2,840,000	\$3,130,000	2 & 6
NE-7	Expansion Area 2A Projects	\$-	\$8,810,000	\$8,810,000	2 & 6
EH-15	Expansion Area #1 Property Acquisition	\$1,110,000	\$-	\$1,110,000	N/A
		\$46,310,000	\$489,740,000	\$536,050,000	







- List of Projects**
- 1. East Hickman Force Main
  - 2. East Hickman Pump Station
  - 3. East Hickman Equalization Tank
  - 4. Overbrook Farm FM
  - 5. Overbrook Farm PS
  - 6. Overbrook Farm Trunk
  - 7. DeLong Road PS and FM
  - 8. Armstrong Mill Trunk
  - 9. Hartland 2 and 3 Trunk
  - 10. Hartland 1 Trunk
  - 11. Eliminate East Lake PS
  - 12. Century Hills Trunk
  - 13. East Lake Trunk
  - 14. Autumn Ridge Trunk

### East Hickman Detailed Solutions

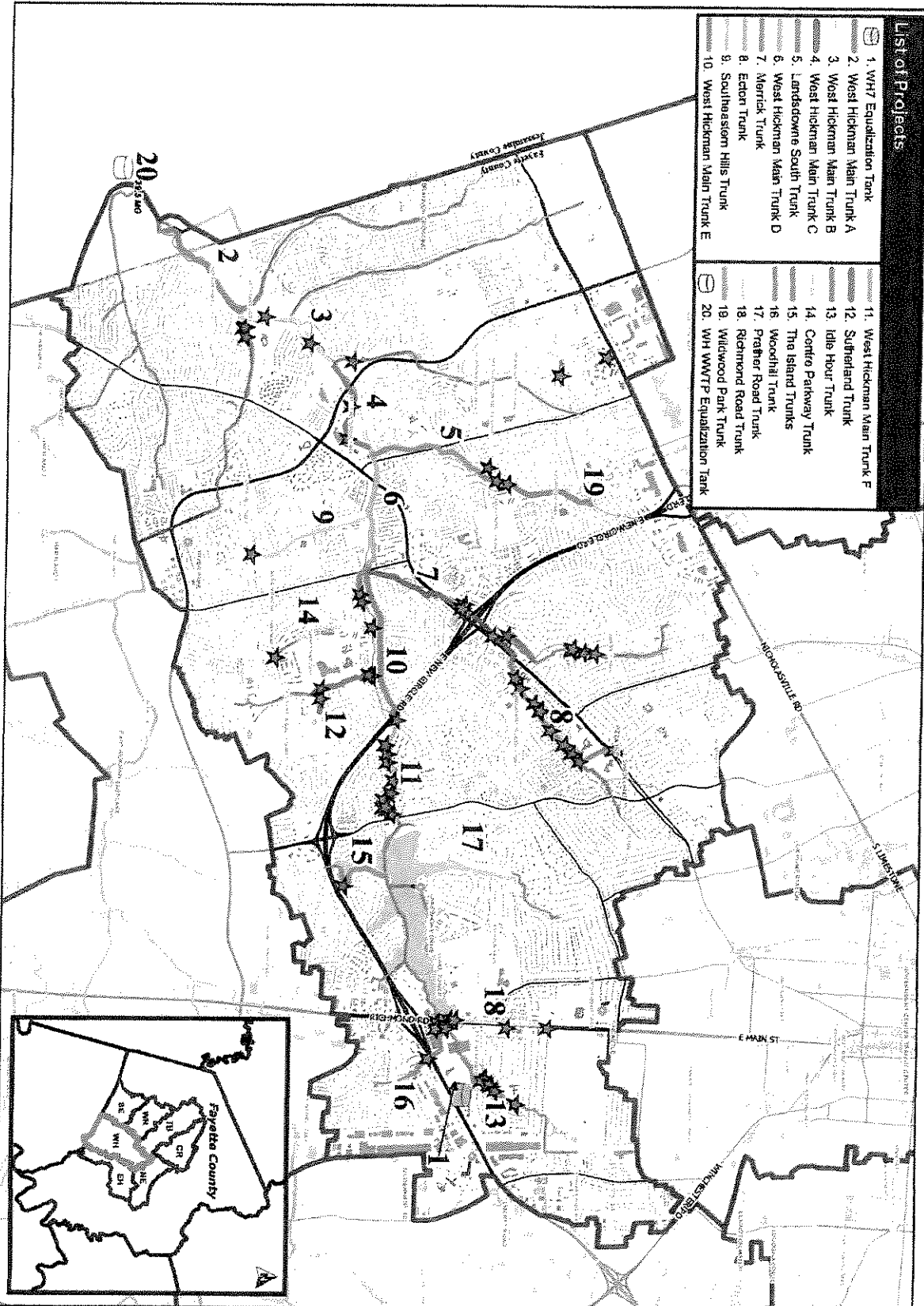
Proposed Remedial Measures (Different Colors Signify Separate "Projects")

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

- Monitoring List SSO
- Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Force Main
- Major Sewershed

1" = 3,000'

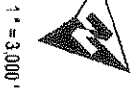




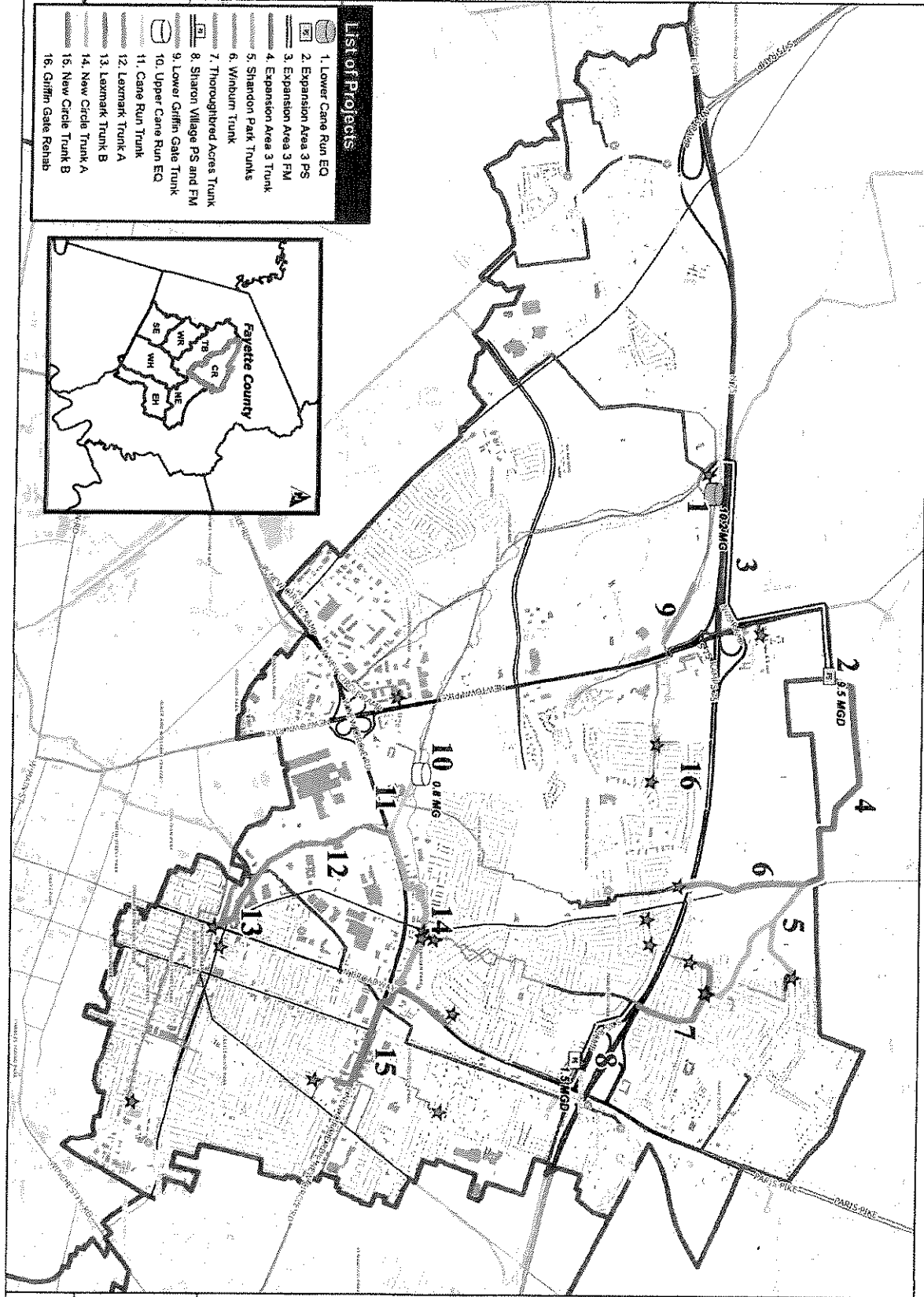
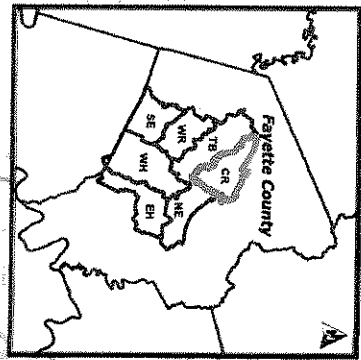
- ### List of Projects
- |                               |                               |
|-------------------------------|-------------------------------|
| 1. WH7 Equalization Tank      | 11. West Hickman Main Trunk F |
| 2. West Hickman Main Trunk A  | 12. Suberland Trunk           |
| 3. West Hickman Main Trunk B  | 13. Idle Hour Trunk           |
| 4. West Hickman Main Trunk C  | 14. Centro Parkway Trunk      |
| 5. Landsdowne South Trunk     | 15. The Island Trunks         |
| 6. West Hickman Main Trunk D  | 16. Woodhill Trunk            |
| 7. Merrick Trunk              | 17. Prather Road Trunk        |
| 8. Echon Trunk                | 18. Richmond Road Trunk       |
| 9. Southwestern Hills Trunk   | 19. Wildwood Park Trunk       |
| 10. West Hickman Main Trunk E | 20. WH WWTP Equalization Tank |

## West Hickman Detailed Solutions

- Proposed Remedial Measures (Different Colors Signify Separate "Projects")**
- |                      |                       |                       |
|----------------------|-----------------------|-----------------------|
| Upsize Existing Line | New Pump Station      | Monitoring List SSO   |
| New Force Main       | New Equalization Tank | Appendix A SSO        |
|                      |                       | Existing Pump Station |
|                      |                       | Existing Trunk Sewer  |
|                      |                       | Existing Foremain     |
|                      |                       | Major Sowershaft      |



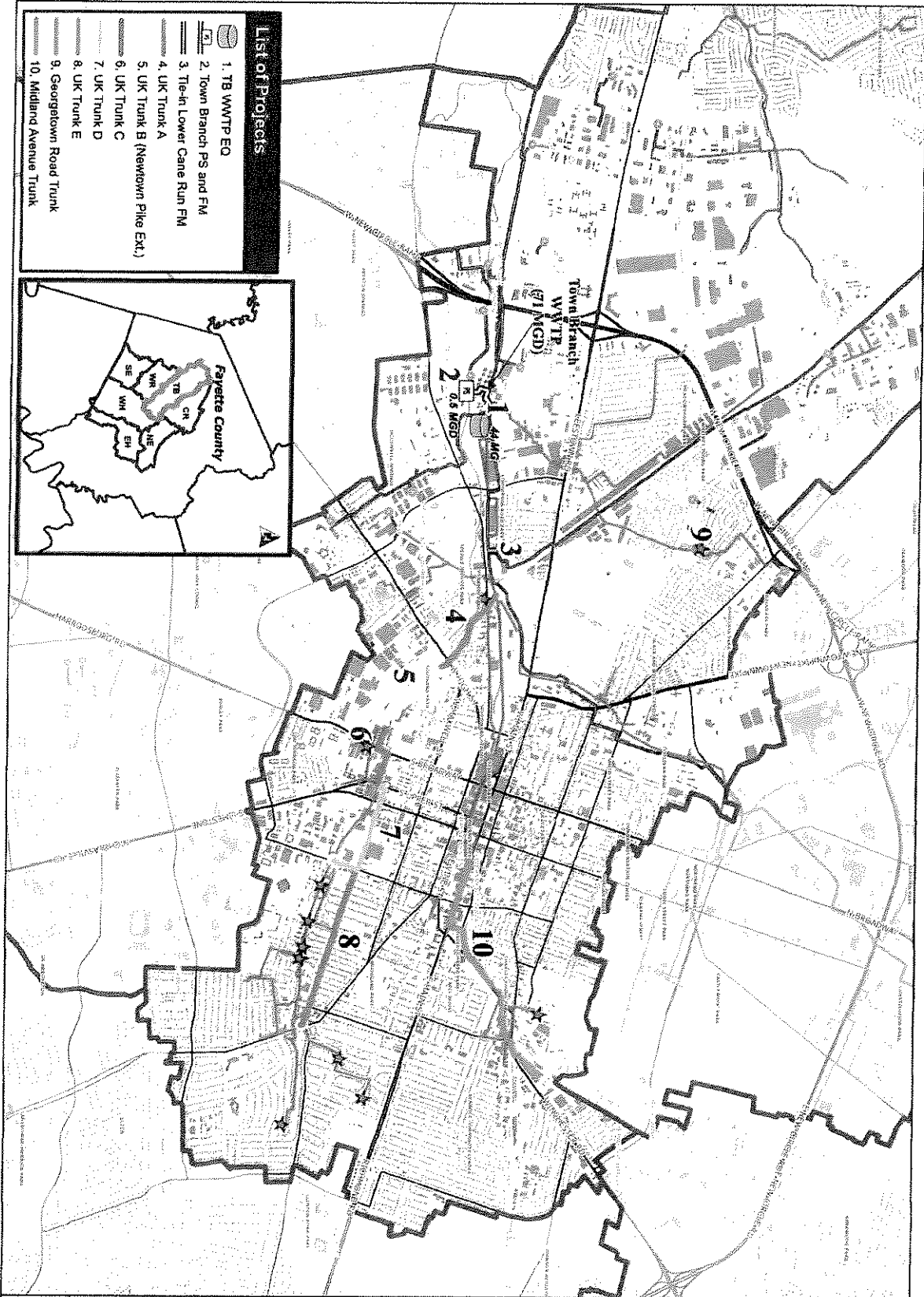
- List of Projects**
- 1. Lower Cane Run EQ
  - 2. Expansion Area 3 PS
  - 3. Expansion Area 3 FM
  - 4. Expansion Area 3 Trunk
  - 5. Shardon Park Trunk
  - 6. Winburn Trunk
  - 7. Thoroughbred Acres Trunk
  - 8. Sharon Village PS and FM
  - 9. Lower Griffin Gate Trunk
  - 10. Upper Cane Run EQ
  - 11. Cane Run Trunk
  - 12. Lexmark Trunk A
  - 13. Lexmark Trunk B
  - 14. New Circle Trunk A
  - 15. New Circle Trunk B
  - 16. Griffin Gate Rehab



### Cane Run Solution

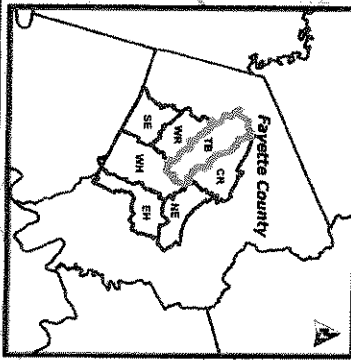
- Proposed Remedial Measures** (Different Colors Signify Separate "Projects")
- Upsize Existing Line
  - New Trunk Sewer
  - New Force Main
  - New Pump Station
  - New Equalization Tank
  - Monitoring List SSO
  - Appendix A SSO
  - Existing Pump Station
  - Existing Trunk Sewer
  - Existing Forcemain
  - Major Sowershed





**List of Projects**

- 1. TB WWTP EQ
- 2. Town Branch PS and FM
- 3. Te-h Lower Cane Run FM
- 4. UK Trunk A
- 5. UK Trunk B (Newtown Pike Ext.)
- 6. UK Trunk C
- 7. UK Trunk D
- 8. UK Trunk E
- 9. Georgetown Road Trunk
- 10. Midland Avenue Trunk



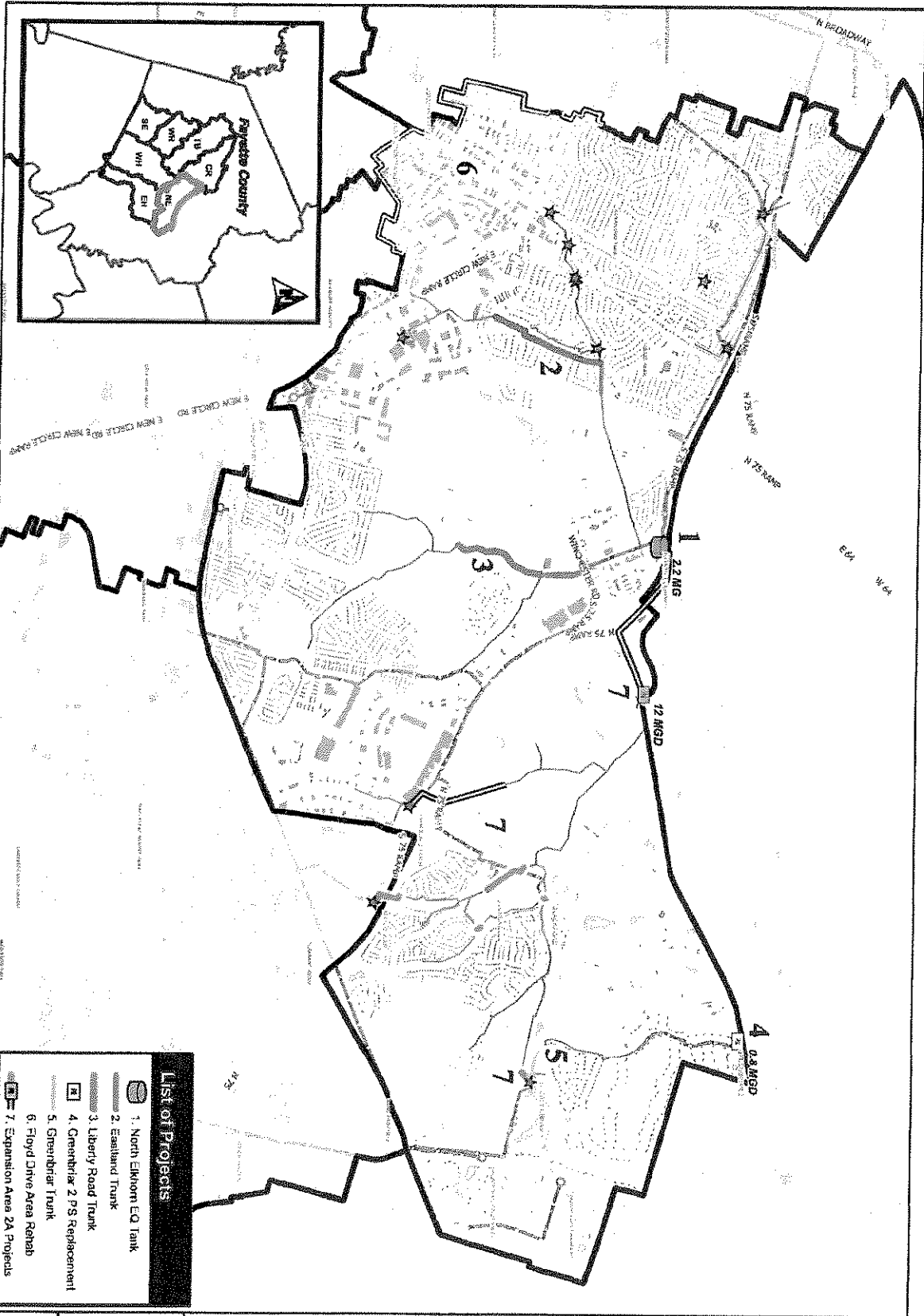
**Town Branch Solution**

Proposed Remedial Measures (Different Colors Signify Separate 'Projects')

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

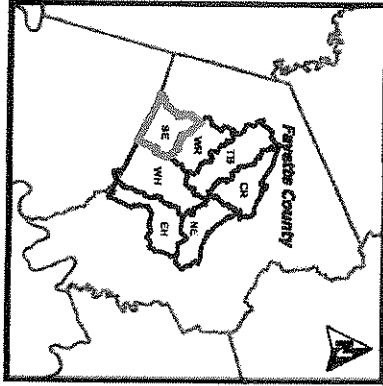
- Monitoring List SSO
- Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Force Main
- Major Sewer Shed



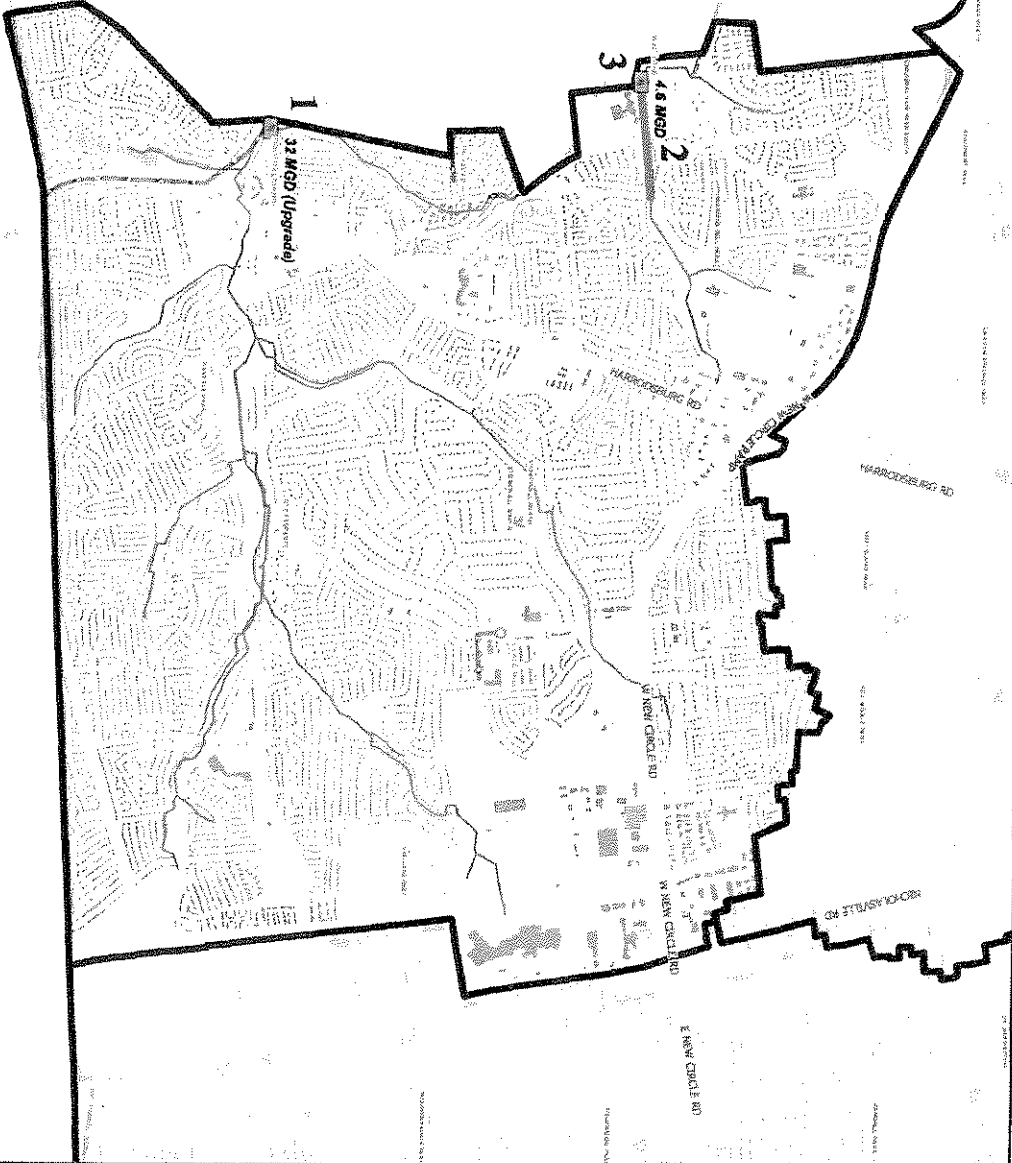


- List of Projects**
- 1. North Elkhorn EQ Tank
  - 2. Eastward Trunk
  - 3. Liberty Road Trunk
  - 4. Greenbriar 2 P/S Replacement
  - 5. Greenbriar Trunk
  - 6. Floyd Drive Area Rehab
  - 7. Expansion Area 2A Projects

 1" = 2,400'	<b>North Elkhorn Solution</b> Proposed Remedial Measures (Different Colors Signify Separate "Projects")		 Monitoring List SSO Appendix A SSO Existing Pump Station Existing Trunk Sewer Existing Forcemain Major Sewershed
	Upsize Existing Line New Trunk Sewer New Force Main	New Pump Station New Equalization Tank	



- List of Projects**
- 1. Add Pump at South Elkhorn PS
  - 2. Mini Lane Trunk
  - 3. Upgrade Min. Lane PS



**South Elkhorn Solution**

- Proposed Remedial Measures (Different Colors Signify Separate "Projects")**
- Upgrade Existing Line
  - New Trunk Sewer
  - New Force Main
  - New Pump Station
  - New Equalization Tank
  - Monitoring List SSO
  - Appendix A SSO
  - Existing Pump Station
  - Existing Trunk Sewer
  - Existing Force Main
  - Major Sewershed





**EXHIBIT B**

**CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

09/20/12

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 ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101	800-338-1391	CONTACT NAME:
	888-621-3173	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		PRODUCER CUSTOMER ID #: <b>KENVI-1</b>
INSURED <b>Kenvirons, Inc.</b> 452 Versailles Road Frankfort, KY 40601		INSURER(S) AFFORDING COVERAGE
		INSURER A: <b>Hartford Insurance Company</b>
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
		NAIC # <b>22357</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		84SBWBX4632	11/01/12	11/01/13	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ <b>10,000</b>
			PROFESSIONAL LIAB EXCL			PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
						\$
A	AUTOMOBILE LIABILITY		84UEGPS5927	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-DWNED AUTOS					\$
						\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	84SBWBX4632	11/01/12	11/01/13	EACH OCCURRENCE \$ <b>9,000,000</b>
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ <b>9,000,000</b>
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	84WBGGN3493	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>2,500,000</b>

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

**CERTIFICATE HOLDER**

LEXINGT

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2012

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.

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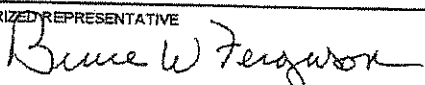
<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway  P.O. Box 23790 Louisville KY 40223	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 502-244-1343      FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kenvirons, Inc. 452 Versailles Rd.  Frankfort, KY 40601	<b>INSURER A:</b> Chartis Specialty Insurance Company      NAIC# 26883	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

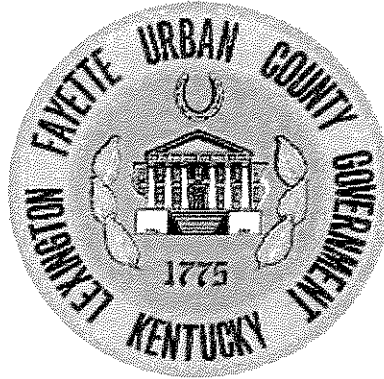
INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			COPS18431602	04/30/2012	04/30/2013	Each Claim 3,000,000 Aggregate 3,000,000	

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

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507	<b>CANCELLATION</b>  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 
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**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

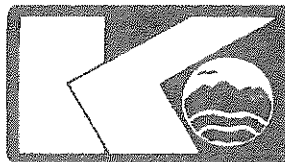


**Lexington Fayette Urban County Government  
LFUCG Division of Water Quality  
200 East Main Street  
Lexington, KY 40507**

**STATEMENT OF QUALIFICATIONS  
RFP #33-2012  
Professional Engineering Services  
Category 5-Conventional Small Pump Stations**

November 13, 2012

PREPARED BY:



**KENVIRONS, INC.  
452 VERSAILLES ROAD  
FRANKFORT, KENTUCKY 40601  
(502) 695-4357  
[www.kenvirons.com](http://www.kenvirons.com)**

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<b>Section 2</b>	<b>FIRM QUALIFICATIONS</b>
<b>Section 3</b>	<b>PROJECT TEAM</b>
<b>Section 4</b>	<b>LIST OF CLIENTS</b>
<b>Section 5</b>	<b>LIST OF SIMILAR PROJECTS</b>
<b>Section 6</b>	<b>LOCAL OFFICE</b>
<b>Section 7</b>	<b>DISADVANTAGE BUSINESS ENTERPRISE</b>
<b>Section 8</b>	<b>HOURLY RATES</b>



November 13, 2012

Mr. Todd Slatin, Acting Director  
LFUCG Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

RE: RFP #33-2012 RFQ for Professional Engineering Services

Dear Mr. Slatin:

Kenvirons, Inc. is pleased to submit our qualifications for Categories 1, 2, 4, 5 and 6 as described in the RFQ documents, and have enclosed one (1) master and seven (7) duplicates of our qualifications for each category of projects for review by LFUCG and the Division of Water Quality (DWQ).

Established in 1975 and headquartered in Frankfort, Kentucky, Kenvirons is a civil and environmental engineering firm with over 45 highly experienced and capable engineers, technicians and support staff. The firm has a history of commitment to utilizing experience, technical expertise and common sense project management savvy to provide efficient service and excellent, cost effective project solutions. We look forward to continuing our growing history of successful projects with LFUCG and DWQ.

The Kenvirons team will be led by Phil Meador, P.E., who can draw upon current and past experience working for and with LFUCG. Key supporting team members will include Vernon Shanklin, P.E. and Eddie Brown, P.E. as senior project engineers and Kenvirons President Vaughn Williams, P.E., who will be in a position to directly support and monitor the teams' efforts and activities. We also are committed to meeting LFUCG's goals for MBE/WBE participation and to using the best available local sub consultants for projects assigned to Kenvirons.

Kenvirons has enjoyed a very high percentage of repeat business with our existing clients because we are committed to providing the very best engineering available through technically sound, cost effective services. If there are any questions or additional information is needed, please let any of us know at your earliest convenience.

Respectfully Submitted,  
KENVIRONS, INC.

A handwritten signature in black ink, appearing to read 'R. Vaughn Williams', is written over the typed name.

R. Vaughn Williams, P.E.  
President

## **FIRM QUALIFICATIONS**

Established in 1975, **Kenvirons, Inc.** is a multi-disciplined civil and environmental engineering firm headquartered at 452 Versailles Road, Frankfort, Kentucky. From inception, Kenvirons, Inc. has developed a reputation for outstanding services ranging from water and wastewater facilities design, to solid waste facilities design and management, to air and water quality studies and testing. Being located in Frankfort, we are within relatively short driving distances to the majority of our clients, while also being close to and familiar with agencies and personnel associated with state funding and permitting. This proximity has proven to be advantageous on many occasions for our projects.

Kenvirons, Inc. has a staff of over 45 engineers, technicians, and administrative support staff. We have 15 professional civil, chemical, and environmental engineers licensed in Kentucky and the surrounding states. The expertise of our personnel, extensive knowledge of the requirements of regulatory and funding agencies, and comprehensive sewer facilities design experience allows us to offer high quality professional design services to the LFUCG Division of Water Quality for the Consent Decree projects in Categories 1, 2, 4, 5, and 6.

The sub-consultants we have selected are firms and personnel with whom LFUCG and the Division of Water Quality are familiar from previous projects and tasks, and who have a history of performance in the local marketplace. Among these sub-consultants are a number of WBE/MBE/DBE firms, and Kenvirons, Inc. is committed to meeting or exceeding the 10% participation goals set forth by LFUCG for the Consent Decree projects. We propose to tailor our selection of sub-consultants from the group proposed to the tasks we are assigned, and to be able to take into account the sub-consultants' work loads and availability, and the schedules for the projects the Kenvirons team is selected to design. We will firm up the sub-consultants for the team to the satisfaction of the Division of Water Quality based on the scopes and tasks assigned.

During the 37 year history of Kenvirons, Inc., the firm and its personnel have successfully completed thousands of individual projects. Our experience with those projects has prepared us for the challenges to be met in assisting the Division of Water Quality with meeting the requirements of the Consent Decree as expeditiously and economically as is practical. We are large enough to tackle all but the very largest of projects while not having the overhead burdens of regional and national firms, and are small enough to be agile and responsive to our projects and clients' needs. The basis for the majority of our project design and inspection fees is the USDA RD Fee Curves, and we are always attentive to the project budget, and any opportunities for cost savings.



**Kenvirons**

Civil and Environmental Engineers

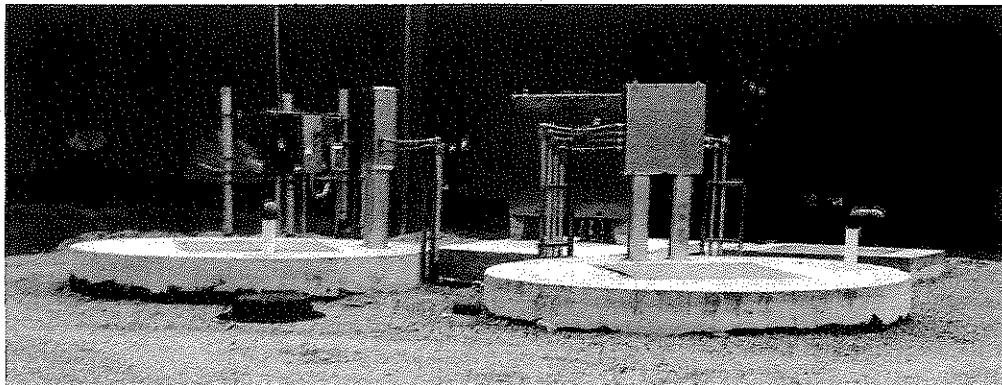
## **Conventional Small Pump Stations (Category 5) – Project Qualifications**

The four key Kenvirons project team engineers have literally designed and constructed scores of sewer pump/lift stations in a range of sizes from 20 gpm up to the 1,000 gpm size range. The proposed Kenvirons project manager Phil Meador successfully completed the recent upgrade of the Dixie Pump Station and Force Main project, which included designing for a manifolded common force main system with multiple head and discharge operating points for the pumps selected for the new lift station. Kenvirons has designed numerous pumping station systems across the state, and project team member Eddie Brown is an expert with modeling common force main pumping systems. Likewise, Vernon Shanklin has designed numerous single and multiple sewer pumping station projects with either series or manifolded force main requirements.

The experience and expertise of the Kenvirons team engineers, and design/drafting personnel as well, allows us to take the project's flow requirements and head conditions, and quickly develop the basic design for a proposed lift station. We are very familiar with the LFUCG pump stations design criteria, and the equipment and systems preferences of the Pump Stations Operations and Maintenance section within the Division of Water Quality. Our commitment from the outset is to work closely with Vernon Azevedo, Rod Chervus, and Dallas Taylor to develop designs that ensure reliability, ease of operations and maintenance, energy efficiency, and long-term satisfaction.

In addition to the basic features of "small" pump stations, the Kenvirons project team members are also experienced with incorporating "green" and energy saving components into our designs, as well as proven, economical leading edge technology for odor, corrosion, and FOG control. These enhancements to the average sewer pump station can be included with very modest incremental cost, while demonstrating and reinforcing LFUCG's commitment to being a "good neighbor", dramatically reducing odor complaints adjacent to the lift station, and positively impacting downstream odors and corrosion. While these enhancements cost relatively little, they can pay big dividends in "neighbor" and rate-payer satisfaction, or more pointedly, in less time spent responding to complaints and concerns about odors at the sewer pump stations.

Kenvirons has been the engineering firm selected by many communities and utilities for the design of their sewer improvements and sewer lift/pumping stations. These communities and utilities have placed their faith and trust in Kenvirons and our professional staff to assist with project financing (KIA, SRF, EPA, RD, CDBG, PRIDE, ARC, etc.), planning, design, and construction oversight for sewer pump stations vital to public health and safety. Evidence of our success in fulfilling that trust is a percentage of repeat business from our clients in the range of 90%. We are strongly committed to providing engineering services that are second to none, and which exceed the expectations of LFUCG and the Division of Water Quality. We look forward to continuing to build on the successes of the Dixie Pump Station project, as well as the Haley Pike Landfill closure project currently underway.



**Kenvirons**

Civil and Environmental Engineers



## **Kenvirons Project Team**

The project team proposed by Kenvirons is composed of professionals with extensive project experience, and an average of almost 25 years per individual. When LFUCG selects Kenvirons, you get an agile team that can execute projects quickly, successfully, and cost effectively within a company that is "right sized" for all but the largest of infrastructure projects, and without the overhead burden of the regional and national engineering firms.

As Project Manager, Phil Meador will lead, guide, and direct Kenvirons' team from a perspective of knowledge and understanding of many of the long-standing sewer system issues. Being a Lexington resident, and a former LFUCG Director of Sanitary Sewers, Phil has a special interest and desire to solve the often complex problems that have chronically plagued the LFUCG sanitary sewer system for many decades.

Eddie Brown (also a Lexington resident) and Vernon Shanklin will be the team's senior project engineers. Both have worked on previous LFUCG projects, and will provide their respective broad-based sewer projects experience to the team's assigned tasks. Keith Palmer will coordinate the field surveys, develop ROW and easements, and produce project drawings from onset to completion. R. Vaughn Williams, Kenvirons' President, will oversee Phil and the project team, ensure that necessary resources are readily available, and lend his considerable experience and expertise to the QA/QC tasks for the team's projects to be certain that the projects' deliverables are second to none.

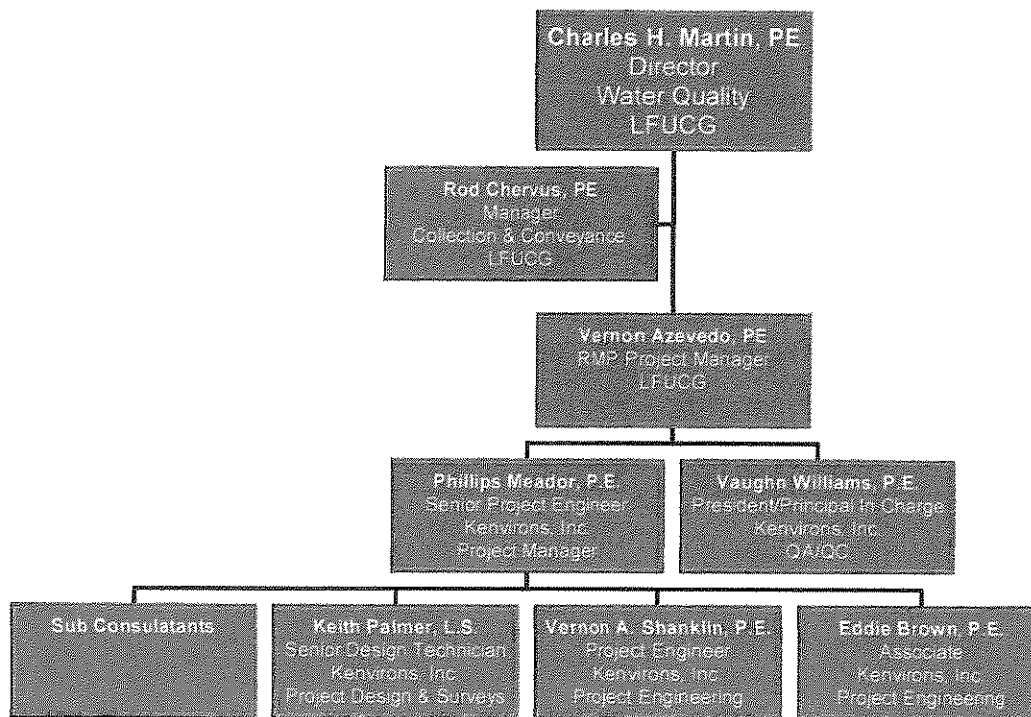
Sub-Consultants / WBE/MBE/DBE: Kenvirons has selected a highly qualified group of sub-consultants to work with in whom we have the utmost confidence, and/or with whom we have worked on numerous previous projects. We fully intend to meet or exceed the 10% WBE/MBE goals set forth by LFUCG, and propose to select from this group based on the tasks and scope of projects for which we are selected, while also keeping in mind the workload and availability of these sub-consultants to meet project timelines. Our selected sub-consultants include the following:

Childress & Associates (WBE) – Environmental  
Hall-Harmon Engineers (WBE) – Surveying  
Abbie Jones Consulting (WBE) – Surveying  
Jack Schock, PhD – Archaeological  
Shrout-Tate-Wilson – Mechanical/Electrical  
Magna Engineers (WBE) – Mechanical/Electrical  
Consulting Services, Inc. – Geotechnical  
Thelen Associates – Geotechnical  
S&ME – Geotechnical  
Integrated Engineering (DBE) – General Civil  
Freeland-Harris Consulting Engineers – Structural

Risk Management: Kenvirons has assembled the proposed project team with seasoned professionals in each key role. Any of the four key Kenvirons engineering professionals on the team is well qualified and more than capable of assuming the role of project manager, should that become necessary. Kenvirons has additional professional engineering staff to back up the project team as needed, or if one or more of the team members is unable to continue work on LFUCG's projects.

We believe that the proposed Kenvirons Project Team, including our selected sub-consultants, has the experience, savvy, motivation, expertise, and company agility to quickly and effectively provide the Division of Water Quality with designs and solutions to chronic sanitary sewer system problems and issues. The team looks forward to building on our individual and collective working relationship with LFUCG and the Division of Water Quality to cost effectively address RMP projects driven by the Consent Decree.

# LFUCG Division of Water Quality Kenvirons Project Team



## List of Sub Consultants

Hall-Harmon Engineers (WBE)  
Shrout-Tate-Wilson Consulting Engineers  
Integrated Engineering PLLC (BDE)  
Freeland Harris Consulting Engineers  
Abbie Jones Consulting (WBE)

S & ME, Inc.  
CSI of Kentucky  
Magna Engineers (WBE)  
Thelen Associates, Inc.  
Jack Schock, PhD

# PHILLIPS MEADOR, P.E.

## POSITION

Senior Engineer/Project Manager

## EDUCATION

B.S. Civil Engineering  
University of Kentucky, 1979

## REGISTRATION

Professional Engineering Licenses:  
Kentucky  
Indiana



## PROFESSIONAL AFFILIATIONS

Kentucky Society of Professional Engineers (President, Bluegrass Chapter, 2000-2001; Board of Directors 1995-2001)  
Water Environment Federation / KY-TN Water Environment Association  
Chi Epsilon (National Civil Engineering Honorary Fraternity)  
Kentucky Rural Water Association

## EXPERIENCE

Phil's experience includes work in both the private and public sectors. His extensive experience includes serving as Director of Sanitary Sewers for the Lexington-Fayette Urban County Government, and also includes project management, construction engineering, sales engineering, geodetic engineering (USDOD-GPS) and plant management. Phil's notable project experience includes the following:

- **General Experience** includes managing operations, maintenance, capital construction, conveyance system rehabilitation, and administration for the Lexington Sanitary Sewer System encompassing multiple (2) wastewater treatment plants, 70 sewer lift stations, and 1,400 miles of sewer collection and conveyance system.
- **Water and Sewer Line Extension** projects, which include water booster pump stations, sanitary sewer lift stations and force mains, and associated appurtenances for successful system operation.
- **Flow Equalization** projects utilizing 3 MG and 5 MG storage tanks and state-of-the-art sensors, controls and pumping systems to control and manage peak wet weather sewer flows in Clermont County, OH.
- **Sewer Rehabilitation and Replacement** projects ranging in size from 8" to 66", including slip lining, manhole rehabilitation, and direct-bury line and manhole replacement.

## **R. VAUGHN WILLIAMS, P.E.**

### **POSITION**

President

### **EDUCATION**

B.S. Civil Engineering, University of Kentucky, 1990

### **REGISTRATION**

Professional Engineering License:

- Kentucky

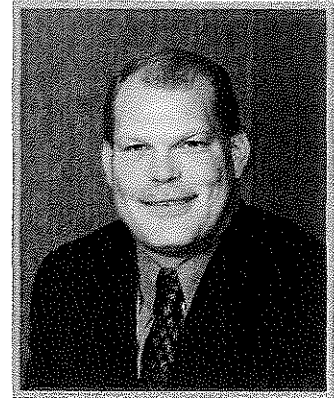
### **PROFESSIONAL AFFILIATIONS**

Kentucky Society of Professional Engineers  
American Society of Civil Engineers  
American Water Works Association  
Kentucky Water & Wastewater Operators Association

### **EXPERIENCE**

President of the firm responsible for the planning, design, and construction administration for environmental, water resources and natural gas system related projects. His experience includes potable water treatment facilities, municipal and industrial wastewater treatment facilities, water distribution systems, sewage collection systems, water intake structures, water and sewer pump stations, residential and commercial development plans, storm water and sediment control structures, water supply studies, rate studies, wastewater facility plans, natural gas systems and construction cost estimating. Pertinent experience includes:

- **Project Manager** responsible for the planning, design and construction administration of over ten (10) water and wastewater treatment plant expansion and new construction projects. Completed projects result in the design and construction of nearly 55 million gallons per day of water/wastewater treatment capacity.
- **Project Manager and Design Engineer** responsible for the design of the first DAF water treatment plant in the State of Kentucky.
- **Project Manager and Design Engineer** for the design and construction administration of three (3) new raw water intake structure projects for a total of 17 million gallons per day in withdrawal capacity.
- **General Experience** includes the design of over 600 miles of water distribution line, 30 miles of sanitary forcemains, 20 miles gravity sewers, ten (10) water storage tanks with all necessary appurtenances, natural gas system design, as well as, numerous water supply studies, reservoir yield analysis, and facility plans.



## **EDDIE W. BROWN, P.E.**

### **POSITION**

Associate

### **EDUCATION**

B.S. Civil Engineering  
University of Kentucky, 1986



### **AFFILIATIONS**

National Society of Professional Engineers  
Kentucky Society of Professional Engineers  
Kentucky Rural Water Association

### **REGISTRATION**

Professional Engineering License:

- Kentucky

### **EXPERIENCE**

More than 20 years of civil engineering experience with environmental and water resources related projects including planning, designing, and construction administration.

Project Manager - experience in wastewater collection, replacement and rehabilitation includes the following: responsible for over 25 miles of gravity sewer lines; 50 miles of force mains, and 40 lift stations ranging from 80 gpm to 600 gpm, 100 miles of pressure sewer lines ranging from 1.25-inch to 6-inch and 500 individual grinder units.

Project Manager - experience in water distribution includes the following: responsible for over 1,200 miles of water lines ranging from 3-inch to 24-inch, over 60 elevated and ground water storage tanks ranging from 50,000 gallons to 1,000,000 gallons, and over 60 booster pump stations and 5 high service pump stations ranging from 50 gpm to 5,000 gpm.

Additional experience includes working with various funding agencies such as USDA Rural Development, Community Development Block Grant, Environmental Protection Agency, Kentucky Infrastructure Authority, Economic Development Administration, PRIDE, Appalachian Regional Commission, and Abandon Mine Lands.

Other general experience includes natural gas system planning and design, water and sewer rate studies, wastewater facility plans and utilization of current hydraulic modeling software.

## VERNON SHANKLIN, P.E., PLS

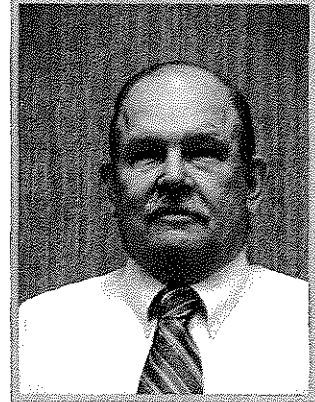
### POSITION

Senior Engineer

### EDUCATION

B.S. Civil Engineering, Purdue University, 1976

B.S. Land Surveying, Purdue University, 1976



### REGISTRATION

Professional Engineering Licenses:

- Kentucky
- Indiana

Professional Land Surveyor:

- Indiana

### EXPERIENCE

Vernon brings to the firm over 35 years experience in the design, management and execution of a wide range of civil engineering and land surveying projects. Although working primarily in the water resources and land/site development fields, Vernon's engineering experience also includes responsible charge of numerous projects in the areas of earthworks, hydrology, hydraulics, transportation, construction layout and quality control, geotechnical, construction materials design/quality control and land/construction surveys and mapping.

- **General Experience** includes preparing designs and construction contract documents and assisting in securing necessary financing. Vernon was the Project Engineer responsible for the construction phase of a \$6 million sanitary trunk sewer project. He has also been responsible for planning final construction for extensive gravity collection systems and manifold pumping station pressure transmission systems.
- **Recent Experience** includes projects for the rehabilitation and/or replacement of sanitary sewers for Cincinnati MSD, the City of Vicco and the City of Caneyville using a variety of methods and techniques such as dig and replace, sliplining, pressure grouting, chimney seals, joint wrap and conventional grouting. He also assists clients with the planning, evaluation and prioritization of system repairs and rehabilitation to maximize the effectiveness of available project funds as well as assisting with the acquisition of project funding from sources such as RD, KIA, SRF, PRIDE, CDBG, etc..

## CLIENT LIST—Conventional Small Pump Stations

Webster County Fiscal Court  
Judge Executive Jim Townsend  
270-639-5042

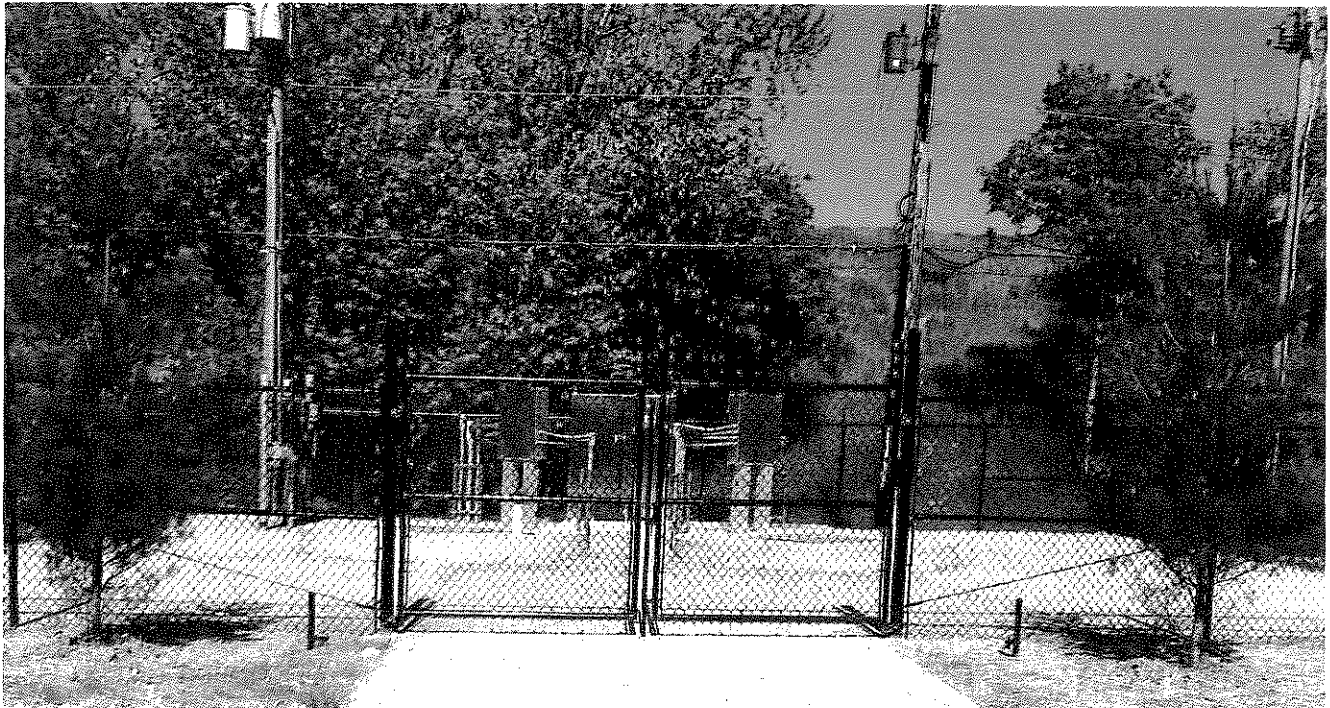
City of Russell Springs, Kentucky  
Mr. Terry Russell, Public Works Director  
270-866-5189

LFUCG Division of Water Quality  
Mr. Rod Chervus, P.E., Collection & Conveyance System Manager  
859-425-2408

Prestonsburg City Utilities Commission  
Mr. David Ellis, General Manager  
606-866-6871

Wood Creek Water District  
Mr. Donta Evans, General Manager  
606-878-9420

City of Jamestown, Kentucky  
Mayor Terry Lawless  
270-343-4594



**Kenvirons**

Civil and Environmental Engineers



**Project Name:** Webster County Fiscal Court—Dixon Sewer System Improvements

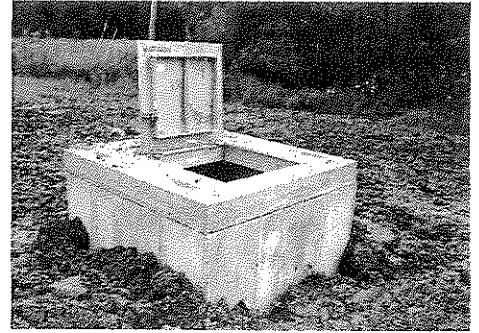
**Consulting Fee:** \$143,000

**Estimated Construction Cost:** \$665,000

**Bid Construction Cost:** \$698,000

**Final Construction Cost:** \$685,000

**Key Project Personnel:** Project Manager: Phillips Meador, P.E.



**Project Description:** Comprehensive system mapping, smoke testing, I & I reduction, force main rehabilitation, replacement/upgrading of three primary sewer lift stations and rehabilitation of three grinder pump stations. The project also included design of a leading edge odor/corrosion control system to help reduce problems associated with the 9 mile force main. Kenvirons provided surveying, mapping, smoke testing supervision, engineering design and construction inspection services for the project.

**Client/Reference Contact Information:**

Webster County Fiscal Court  
270-639-5042  
Jim Townsend, Judge Executive



**Project Name:** LFUCG—Dixie Pump Station Upgrade and Force Main Improvements

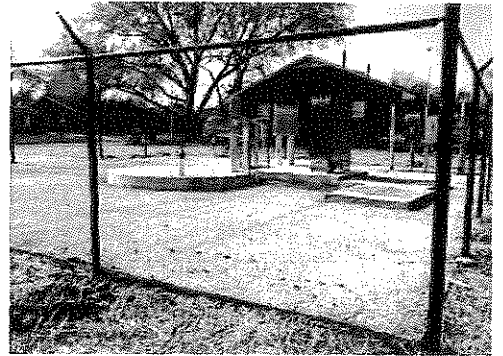
**Consulting Fee:** \$42,000

**Estimated Construction Cost:** \$288,000

**Bid Construction Cost:** \$258,000

**Final Construction Cost:** \$311,000

**Key Personnel:** Project Manager: Phillips Meador, P.E.  
Senior Project Engineer: Eddie W. Brown, P.E.



**Project Description:** Project upgraded the existing Dixie Pump Station to a new, dual wet well Class "C" pump station discharging into the 30" North Elkhorn Force Main. Hydraulic design included taking into account the manifolding of 3 other discharges to the 30" force main and operating conditions ranging from 260 gpm at 83' TDH to 1500 gpm at 125' TDH, with several intermediate operating points for the 3 pump system. Kenvirons completed the original design and permitting to comply with Consent Decree schedules, and assisted LFUCG with property acquisitions and construction phase services.

**Client/Reference Contact information:**

Lexington Fayette Urban County Government  
Division of Water Quality  
859-425-2455  
Charles H. Martin, P.E., Director

**Kenvirons**

Civil and Environmental Engineers



**Project Name:** Russell Springs Alligator Area Sewer Extension

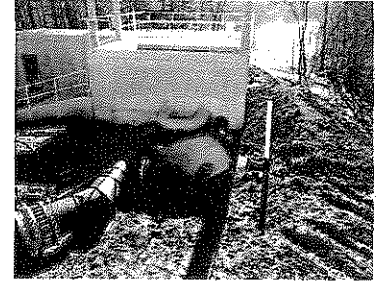
**Consulting Fee:** Design: \$150,000; Construction Observation: \$92,000

**Estimated Construction Cost:** \$1,800,000

**Bid Construction Cost:** \$1,573,620

**Final Construction Cost:** \$1,833,631

**Key Personnel:** Project Manager: Eddie W. Brown, P.E.



**Project Description:** Kenvirons project team was responsible for the preliminary planning, preparation of funding applications, assistance with right of way and easements, environmental clearance documentation and preparation of final plans and specifications. Kenvirons will be providing construction observation services when construction activities begin.

The project consists of 76,000 LF of 4" Force Main, 20,000 LF of 2" Force Main, 5,400 LF of 8" Gravity Sewer, six (6) Main Lift Stations (1X300 gpm, 3X100 gpm, 1X40 gpm, 1X30 gpm), and all appurtenances to serve approximately 300 new customers in the Alligator Boat Dock areas of Russell County. The City's main sewage lift station was renovated with funding and a new telemetry system was installed to monitor activities at the pump station.

**Client/Reference Contact Information:**

City of Russell Springs  
Terry Russell, Utilities Superintendent  
(270) 866-5189



**Project Name:** West Prestonsburg Sewer Separation

**Consulting Fee:** \$31,076.90

**Estimated Construction Cost:** \$259,000

**Bid Construction Cost:** \$245,265

**Final Construction Cost:** \$247,139.65

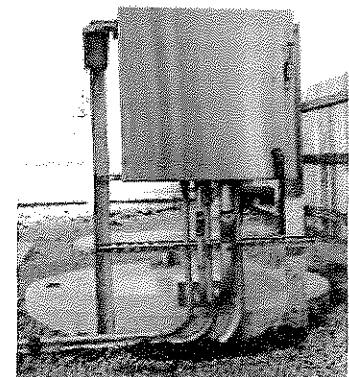
**Key Personnel:** Project Manager: Eddie W. Brown, P.E.

**Project Description:** Planning and development, funding assistance, permitting assistance, design of plans and specifications, for the following components:

- 1,500 LF of 8" PVC SDR 26 Gravity Sewer Line
- 6 manholes
- 4" PVC Sewer Laterals
- Full width pavement restoration
- 800 LF of 6" Force Main
- 1 x 300 GPM Lift Station
- 300 LF of 6" PE Force Main connection to Arnold Avenue

**Client/Reference Contact Information:**

Prestonsburg City Utility Commission  
606-886-6871  
David M. Ellis, General Manager



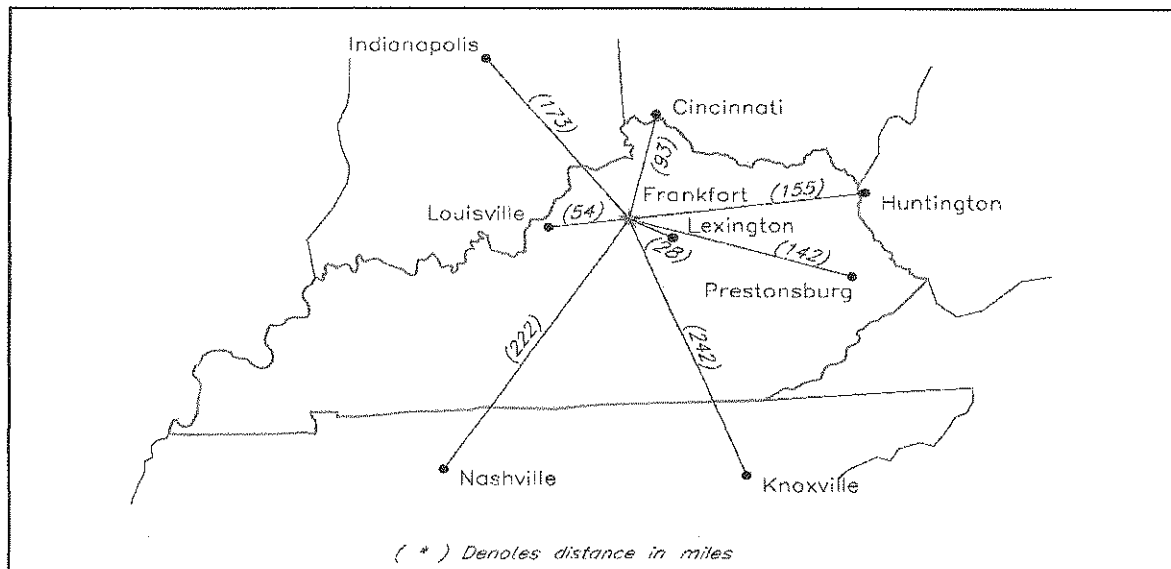
**Kenvirons**

Civil and Environmental Engineers

## LOCAL OFFICE

The corporate headquarters of **Kenvirons, Inc.**, is located at 452 Versailles Road, Frankfort., Kentucky. The firm's strategic location was carefully selected for the purpose of allowing staff to immediately access state and federal governmental agencies. Secondly, this Central Kentucky location allows **Kenvirons, Inc.** to maintain a base of operations capable of servicing most locations throughout Kentucky, Tennessee, Southern Ohio, West Virginia, and Southern Indiana with minimal travel time. **Kenvirons, Inc.** is located 24 miles from Lexington, Kentucky. The Frankfort, Kentucky location of **Kenvirons, Inc.** affords our staff the opportunity to easily have personal meetings with agency officials and hand-deliver documentation. Furthermore, the firm's familiarity with agency location and personnel has proven advantageous in securing the information necessary to expedite application permitting processes.

All of our proposed project staff are located in our Frankfort, Kentucky office and all LFUCG work will be performed from that office, or in the office of our Lexington based sub-consultants.



**EQUAL EMPLOYMENT OPPORTUNITY  
AND  
AFFIRMATIVE ACTION PROGRAM**

Kenviron, Inc. hereby issues a formal position statement that as an Equal Employment Opportunity employer, will hire, train, develop and promote personnel without regard to race, color, sex or national origin.

It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment upgrading, demotion or transfer; recruitment or advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship and/or on-the-job training.

All members of Kenviron, Inc. staff who have supervisory, hiring and promotional authority have been advised of this policy. Staff members who are authorized to hire, supervise, promote and discharge employees, or who recommend such actions, or who are substantially involved in such actions, will be made fully cognizant of, and will implement, our equal employment opportunity policy and contractual responsibilities. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- 1) Meetings of supervisory employees will be conducted once every six months at which time our equal employment opportunity policy and its implementation will be reviewed and explained.
- 2) All new supervisory employees will be made aware of our equal employment opportunity regulations within thirty days following their reporting to work.

Kenviron, Inc. will inform all employees, prospective employees, and potential sources of employees of our firm's equal opportunity policy by the following specifications.

- 1) Place notices and posters setting forth the firm's equal employment opportunity policy in areas readily accessible to employees, applicants for employment, and potential employees.
- 2) Utilize employee meetings, employee handbooks, etc., to inform all employees of the firm's EEO policies and procedures to implement this policy.

If, after analyzing our firm's present employment composition, and based on this analysis it is found that minority group members are under-utilized in the work force, the following appropriate actions will be taken:

- 1) Kenviron, Inc. will include in all advertisements for employees the notation: "An Equal Opportunity Employer." We will insert all such advertisements in newspapers, or other publications, having a large circulation among minority groups.
- 2) Kenviron, Inc. will conduct a systematic and direct recruitment effort through public and private employee referral sources likely to yield qualified minority group applications.
- 3) Kenviron, Inc. will encourage present employees to refer minority group applicants for employment by posting appropriate notices of such or by verbal communication with staff through staff meetings, etc.

To ensure that all personnel actions, including wages paid, working conditions, employee benefits, and all personnel actions of every type are being administered in a non-discriminatory manner, Kenviron, Inc. will: Conduct periodic inspections of working sites to ensure that working conditions and employee facilities do not include discriminatory treatment. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discrimination in wage practices. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, we will promptly take corrective action. Investigate all complaints of alleged discrimination made to us in connection with our obligation under any contracts, attempt to resolve such complaints, and take appropriate corrective action.

In the event that Kenviron, Inc. utilizes subcontractors, we will:

- 1) Use our best efforts to utilize minority group subcontractors or subcontractors with meaningful minority group representation among their employees.
- 2) Use our best efforts to assure subcontractor's compliance with their equal employment opportunity obligations.



**KENVIRONS, INC**  
**SCHEDULE OF FEES**  
**ENGINEERING SERVICES AND CONSULTATION**

**LFUCG RFP #33-2012**

1. Professional Consultation..... (In Conjunction With Hearings and Litigation)	\$200.00/Hr.
2. <u>Principal of Firm</u> .....	<u>\$135.00/Hr.</u>
3. Associate .....	\$125.00/Hr.
4. <u>Senior Project Engineer/Project Manager</u> .....	<u>\$100.00/Hr.</u>
5. <u>Project Engineer</u> .....	<u>\$85.00/Hr.</u>
6. <u>Staff Project Engineer</u> .....	<u>\$75.00/Hr.</u>
7. Senior Geologist.....	\$85.00/Hr.
8. Geologist.....	\$70.00/Hr.
9. Project Coordinator .....	\$85.00/Hr.
10. Technician V .....	\$80.00/Hr.
11. Technician IV.....	\$65.00/Hr.
12. Technician III.....	\$55.00/Hr.
13. Technician II.....	\$50.00/Hr.
14. Technician I.....	\$40.00/Hr.
15. <u>Engineering Technician/CAD Technician</u> .....	<u>\$60.00/Hr.</u>
16. Draftsman .....	\$55.00/Hr.
17. <u>Clerical</u> .....	<u>\$40.00/Hr.</u>
18. <u>Two-Man Survey Party</u> .....	<u>\$105.00/Hr.</u>
19. Reimbursable Expenses	
a) Travel by Automobile.....	\$0.55/Mi.
b) Travel by Utility Truck .....	\$0.75/Mi.
c) Travel by 4-Wheel Drive Vehicle.....	\$1.00/Mi.
d) Travel by Public Conveyance .....	Actual Cost
e) Lodging and Meals Away From Office .....	Actual Cost
f) Toll Charges.....	Actual Cost
g) All Other Direct Expenses.....	Actual Cost or Quote
h) Equipment Usage.....	By Quote



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)

<p>How will a firm be ranked if there is a joint venture?</p>	<p>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.</p>
<p>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&amp;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?</p>	<p>Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above.</p> <p>Regarding the question on hourly rates, see the response to question No. 9 above.</p>

**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: Kenviron, Inc.

ADDRESS: 452 Versailles Road, Frankfort, Kentucky 40601

SIGNATURE OF PROPOSER: 

**Hourly Rate Schedule  
Remedial Measures Plan and Related Projects**

<b>Job Classification</b>	<b>Hourly Rate</b>
Principal	\$135.00/Hr.
Project Manager	\$100.00/Hr.
Project Engineer (PE)	\$85.00/Hr.
Project Engineer (EIT)	\$75.00/Hr.
Engineering Technician / CAD Technician	\$60.00/Hr.
Survey Crew	\$105.00/Hr.
Clerical	\$40.00/Hr.



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	Frankfort, KY	1975	45	8 - 10
Local Office	Frankfort, KY	1975	45	8 - 10
PM Location	Frankfort, KY			
Subconsultants Name:	See Listing			
Service Provided	Various			
Headquarters	Lexington, KY			
Local Office	Lexington, KY			
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.

## Attachment 2 - RFP Scoring Sheet – REVISED for Addendum

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:				
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		10	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFJCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years and located locally		25	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20	
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees			
	3.0 - Prime has non-local Kentucky HQ			
	2.5 - Prime has non-local KY office			
	1.0 to 2.0 - Prime has no Kentucky office (consider distance)			
<b>Final Technical Score</b>			<b>100</b>	

## AFFIDAVIT

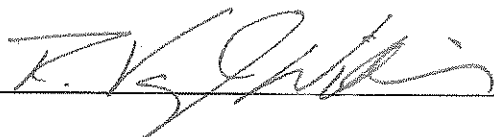
Comes the Affiant, Vaughn Williams, PE, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

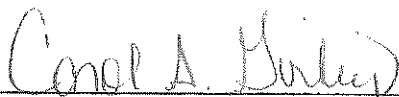


STATE OF Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Vaughn Williams, PE on this the 13th day of November, 2012.

My Commission expires: 10/27/2016



NOTARY PUBLIC, STATE AT LARGE

**WORKFORCE ANALYSIS FORM**

Name of Organization: Kenvirons, Inc.

Date: 11 / 13 / 12

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1							
Professionals	14	14							
Superintendents									
Supervisors	1	1							
Foremen									
Technicians	17	17							
Protective Service									
Para-Professionals	6	6							
Office/Clerical	5	1	4						
Skilled Craft									
Service/Maintenance	3	3							
<b>Total:</b>	<b>45</b>	<b>41</b>	<b>4</b>						

Prepared by:

Name & Title

President

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
  - *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

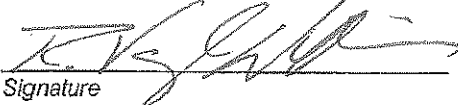
\*\*\*\*\*

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

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

### Bidders

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

  
Signature

Kenviron, Inc.  
Name of Business

Firm Submitting Proposal: Kenviron, Inc.

Complete Address: 452 Versailles Road, Frankfort, KY 40601  
Street City Zip

Contact Name: Vaughn Williams Title: President

Telephone Number: 502-695-4357 Fax Number: 502-695-4363

Email address: vwilliams@kenviron.com

**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	_____	_____
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
		chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

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

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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

