ENGINEERING SERVICES AGREEMENT

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 <u>must perform all duties</u> 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 Statues, 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:

Coverage	<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	STRAND ASSOCIATES, INC.
BY:	BY: Mack sheibl
JIM GRAY, MAYOR	MATTHEW S. RICHARDS,
	CORPORATE SECRETARY
ATTEST:	
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me Mathew 5. Richards, as the duly authorized representative for and	-
behalf of Strand Assoc, on this the Both day of February, 2013.	
My commission expires: <u ()<="" td="" ついろ="" つった=""><td></td></u>	
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EXHIBIT A

RFP #33-2012

REQUEST FOR QUALIFICATIONS (RFQ)

FOR PROFESSIONAL

ENGINEERING SERVICES



Lexington-Fayette Urban County Government

Request For Proposal

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., 3rd 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 <u>individual SOQ's for each project category (contract)</u> 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

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

<u>AFFIDAVIT</u>

Comes the Affiant,	_, and after being
His/her name is Individual submitting the proposal or is the authorize	and he/she is the ed representative
 Proposer will pay all taxes and fees, which are owed to the Lexing County Government at the time the proposal is submitted, prior to aw and will maintain a "current" status in regard to those taxes and fees of contract. 	vard of the contract
 Proposer will obtain a Lexington-Fayette Urban County Government if applicable, prior to award of the contract. 	nt business license,
4. Proposer has authorized the Division of Central Purchasing to mentioned information with the Division of Revenue and to disclose to Council that taxes and/or fees are delinquent or that a business lice obtained.	the Urban County
5. Proposer has not knowingly violated any provision of the campaign Commonwealth of Kentucky within the past five (5) years and the awa the Proposer will not violate any provision of the campaign fin Commonwealth.	ard of a contract to

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: ______

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 abo	ve that govern employmen	t rights of minorities
women, Vietnam veterans,	handicapped and aged persons.		

Signature	Name of Business	

WORKFORCE ANALYSIS FORM

Name of Organization:	Categories Total		Administrators	Professionals	Superintendents	Supervisors	Foremen	Technicians	Protective Service	Para-Professionals	Office/Clerical	Skilled Craft	Service/Maintenance	
	White	e anno												
	ite	L.	444											
	Lat	M												
	Latino	LL.												
	B						·							
Date:	Black	LL.												
	Other	Ž		·										
	ler.	L.				eo-ewit-o-et								
	Total	2												
	Z	LL.												

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 REQURIED

- 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
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 859-258-3323

Commerce Lexington-

Tyrone Tyra, Minority Business Development ttyra@commercelexington.com 859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown sbrown@tsmsdc.com 502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC dbarbut@uky.edu

Shawn Rogers, UK SBDC Shawn.rogers@uky.edu

Shiree Mack smack@uky.edu

Community Ventures Corporation

James Coles jcoles@cvcky.org 859-231-0054

Kentucky Department of Transportation

Shella Jarvis@ky.gov 502-564-3601

KPAP

Debbie McKnight

Debbie McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon 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



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

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.		·	
	•		
3.			
4.			
accomplishing the wo	npany representative submits the ork contained in this Bid/RFP/ntract and/or be subject to appulaims.	'Quote. Any misrepresentati	on may result in the
Company		Company Representativ	e
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.							
		The state of the s	a monosa a la		TOTAL		
3.							
1.							
The undersigned acknowledges was concerning false statem	ges that any misrepresents ents and false claims.	tion may result in ter	mination of the contra	uct and/or be subject to	applicable Federal and		
Company			Company Representative				



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			Conta	Contact Person							
address/Phone/Emai			RFP P	RFP Package / RFP Date							
MBE/WBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performe	Method of Communicati (email, phone meeting, ad, event etc)		MBE * AA HA AS NA Female				
MBE designation / A Native American) The undersigned ackn he contract and/or be	owledges th	nat all informati	on is accu	rate. Any n	nisrepresentatio	on may result in to	erminatio				
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.

	'Quote #_ tract Amou		to Prime	e Contractor	for this			
Project Name/	Contract #			Work Period/ From: To:				
Company Nam	e:	···		Address:				
Federal Tax ID	rs .			Contact Person:			***************************************	
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date	
					C. T. C.			
correct, and result in the	d that each e terminatio	of the repre	sentations tract and/	s set forth be or prosecution	low is true.	Any misre	the information is presentations may eral and State laws	
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.

Date		Title			
Comp	pany	Company Representative			
	nation of the contract and/or be subject to nents and claims.	o applicable Federal and State laws concerning false			
		tion is accurate. Any misrepresentations may result			
	<u> </u>				
Marrie Address A	Other Please list any other methods utilized that aren't covered above.				
alinnilani piyar	Provided plans, specifications, and requ	irements to interested MBE/WBE subcontractors			
•	Provided copies of quotations submitted responses from firms indicating they we	d by MBE/WBE firms which were not used and/or buld not be submitting a quote			
	Showed evidence of written notice of co MBE/WBE firms at least seven days pr	ontracting and/or supplier opportunities to for to the proposal opening date			
	Advertised for MBE/WBE subcontract	ors or suppliers in local or regional newspapers			
	Requested a list of MBE/WBE subcont	tractors or suppliers from LFUCG Economic Engine			
	Sponsored Economic Inclusion event to	provide networking opportunities			
·	Attended LFUCG Central Purchasing E	Conomic Inclusion Outreach Event			

Firm Submitting Prop	osai:	<u> </u>	_
Complete Address: _	Street	City	 Zip
Contact Name:		Title:	
Telephone Number:	W	Fax Number:	 terresische ko rressonen
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, safely 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.
- 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, safely 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.

such term or provision shall be dee	imed stricken.	
Signature	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:

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

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 <u>substantially</u> 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 1foot 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 projectspecific 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
 - o Preconstruction
 - Monthly progress meetings
 - o 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 <u>individual SOQ's for each project category</u> 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 subconsultant 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 <u>Risk Management Plan</u> 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). <u>"Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list)</u>. 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 (1)	5 points
Overall expertise of the Team members in service category (1)	15 points
Past performance in the service category (2)	20 points
Project Manager Qualifications (3)	20 points
Risk Management Plan	10 points
Office status and location of employees (4)	20 points
Hourly Rates (5)	10 points
	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 <u>must be located in the local office</u> to be rated as "acceptable". <u>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.</u>
- 5. Hourly rates must be within 15 percent of the mean for all prospective consultants to be rated as "acceptable".

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters				
Local Office				
PM Location		1-25		
Subconsultants Name:				
Service Provided				na A
Headquarters				
Local Office			-	
	~			
Name:			Andreas de la companya del companya del companya de la companya de	77
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
		<u> </u>		

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:		2011 cm	A CONTRACT OF THE CONTRACT OF	
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
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		5	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	7.00
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years		20	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
	5.0 - Prime has Fayette Co. HQ			
	4.5 - Prime has "local" HQ			
Office status and location of employees	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees		20	,,,,
	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)			
Hourly Rates	Acceptable: rates generally within 15% of the mean		10	
Final Technical Score			100	The state of the s

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Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects	
HV	Affidavit
Affirmative Action blan	n Dian
EEO Agreement	ement
Workforce Analysis	alysis
nsul	Insurance
Comments:	

	ANANA AND THE REAL PROPERTY AND THE PROP	Numeric
Description	Adjective	Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	Н
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	ĸ
Meets requirements and exceeds some requirements; no deficiencies	Роод	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

Page 2 of 2

ATTACHMENT #3

ENGINEERING SERVICES AGREEMENT

FAYETTE U	RBAN COUNTY GOVERNMENT (OWNER) and (name & address)
	(CONSULTANT). OWNER intends to proceed with the
#	as described in the attached Exhibit A, "RFP #33-2012 Reques
for Qualificat	ions (RFQ) for Professional Engineering Services." The services are to include
	ril, sanitary, geotechnical, mechanical, structural, and electrical engineering services
	completion and submission of reports and deliverables as described in Exhibit A
	findings of all field inspections, inventory and required analysis completed by the
	NT. The services are hereinafter referred to as the PROJECT.
	CONSULTANT in consideration of their mutual covenants herein agree in respect
	nance of professional engineering services by CONSULTANT and the payment for
those services	by OWNER as set forth below.
CONSTILTA	NT shall provide professional consulting services for OWNER in all phases of the
	o which this Agreement applies, serve as OWNER'S professional engineering
	for the PROJECT as set forth below and shall give professional consultation and
	NER during the performance of services hereunder.
SECTION 1	- BASIC SERVICES OF CONSULTANT
1.1.	General
	NT shall perform professional services as hereinafter stated that include customary
	nical, structural, mechanical, electrical and sanitary engineering services incidental
thereto.	
1.2.	Project Phase
After written a	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 Statues, 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:

Coverage	<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.

OWNEK:	CONSULTANT:	
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT		
BY: JIM GRAY, MAYOR	BY:	
ATTEST:		

A K K 1% 1373 878

URBAN COUNTY COU	NCIL CLERK)
COMMONWEALTH OF	KENTUCKY)
COUNTY OF FAYETTE)
The foregoing Agreeme	ent 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 ex	pires:
	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 N	IO	
UNDER LFUCG AGREEMENT	WITH	FOR

	CONSULTANT	OWNER
Annicolation and the second and the		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		Charles Martin
Telephone		859-425-2438
Fax		859-254-7787
E-Mail		chmartin@lexingtonky.gov
Task Order Date:	·····	
Task Name:		
Task ID:		and the second s
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See Attached	A CONTRACTOR OF THE CONTRACTOR	
SCHEDULE OF WOR	K	
See Attached		
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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
	executed by the Owner and returned to y will be returned to the Owner.

ATTACHMENT #5

LFUCG TASK ORDER NO FO	ıR
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	CONSULTANT			OWN!	ER	
Name			Lexington Governmen	Fayette	Urban	County
Street Address		Mary Marian Mary Mary Mary Mary Mary Mary Mary Mary	200 East M			
City, State, Zip			Lexington,	KY 405 07	,	
Contact Person			Charles Ma	ertin		
l'elephone	***************************************	***************************************	859-425-24	100		
Fax	W	***************************************	859-254-77	787		
E-Mail		·	chmartin@	lexingtonk	y.gov	
Fask Order Date:						
Fask Name:		~~~				
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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.	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).
If a firm had a local office and wanted to be prime, but wanted to subcontact with a smaller local firm for an experienced	

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.</u> and junction chamber rehabilitation projects. 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 1&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.

<u>SPECIAL NOTE TO PROPOSER</u>: 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

Hourly Rate

Attachment 2 - RFP Scoring Sheet - REVISED for Addendum

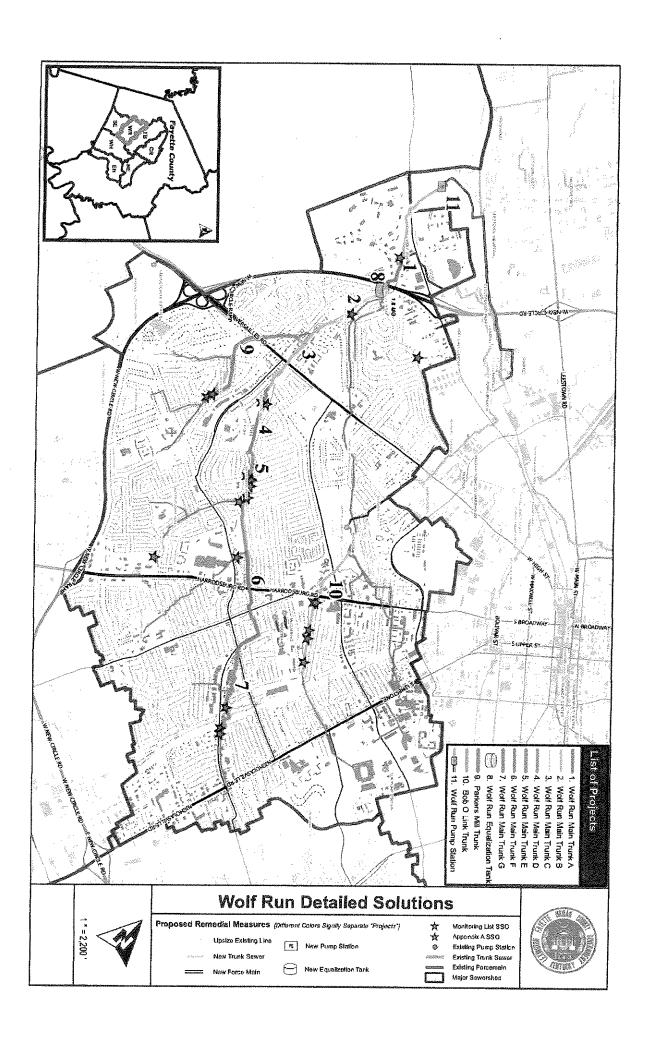
RFP #33--2012 - Engineering Services for Division of Water Quality Projects

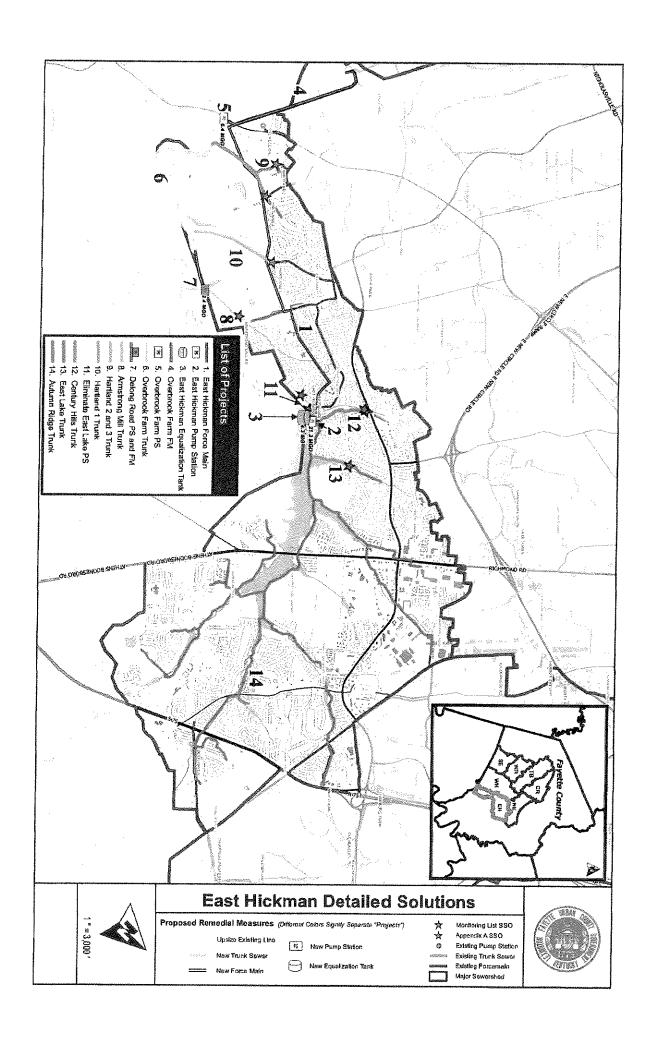
Consultant Name:				
Project Category:			And the second s	Three transferred to the second
Selection Criteria	Notes	Score (1-5)	Total Points	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		2	
Overall expertise of the Team members	Acceptable: at least 2 similar projects 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	
	5.0 - Prime has Fayette Co. HQ			
	4.5 - Prime has "local" HQ		***************************************	
Office status and location of employees	4.0 - Prime has local office > 30 employees		-	
	3.5 - Prime has local office ≤ 30 employees		20	
	3.0 - Prime has non-local Kentucky HQ		referrenciales of Assemble	
	2.5 - Prime has non-local KY office	***************************************		
	1.0 to 2.0 - Prime has no Kentucky office (consider distance)			
Final Technical Score			100	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
THE PROPERTY OF THE PROPERTY O				

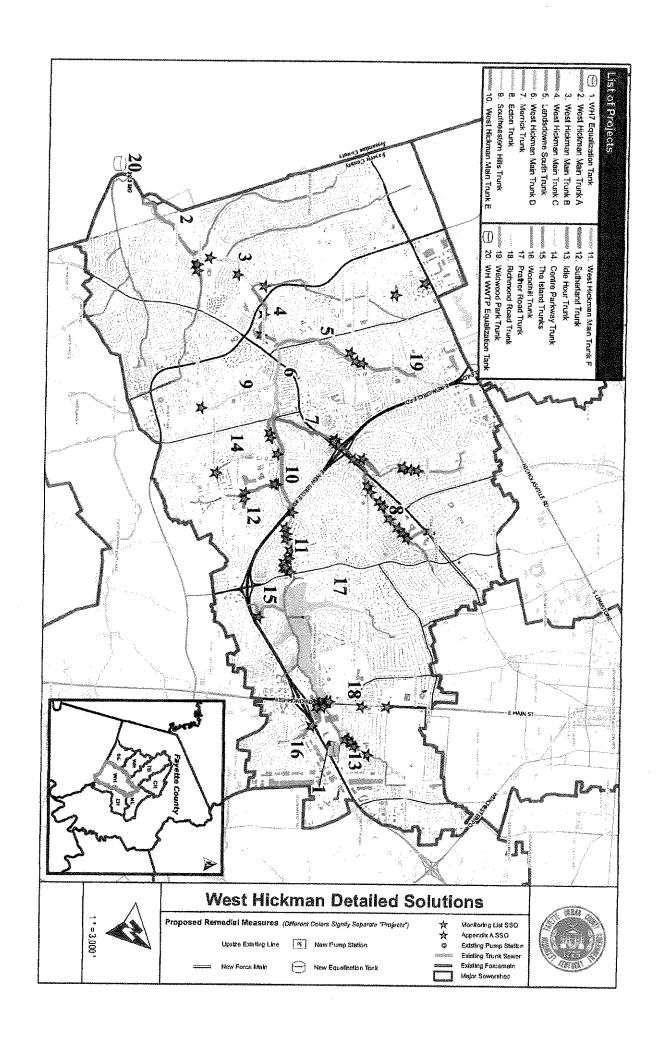
Page 1 of 2

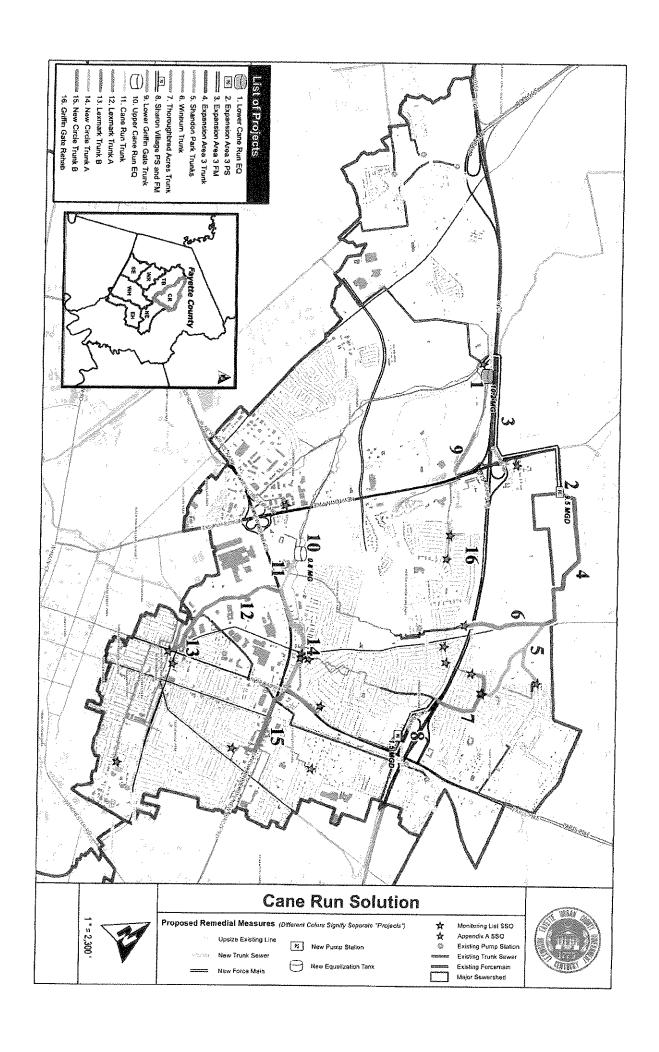
RMP Projects

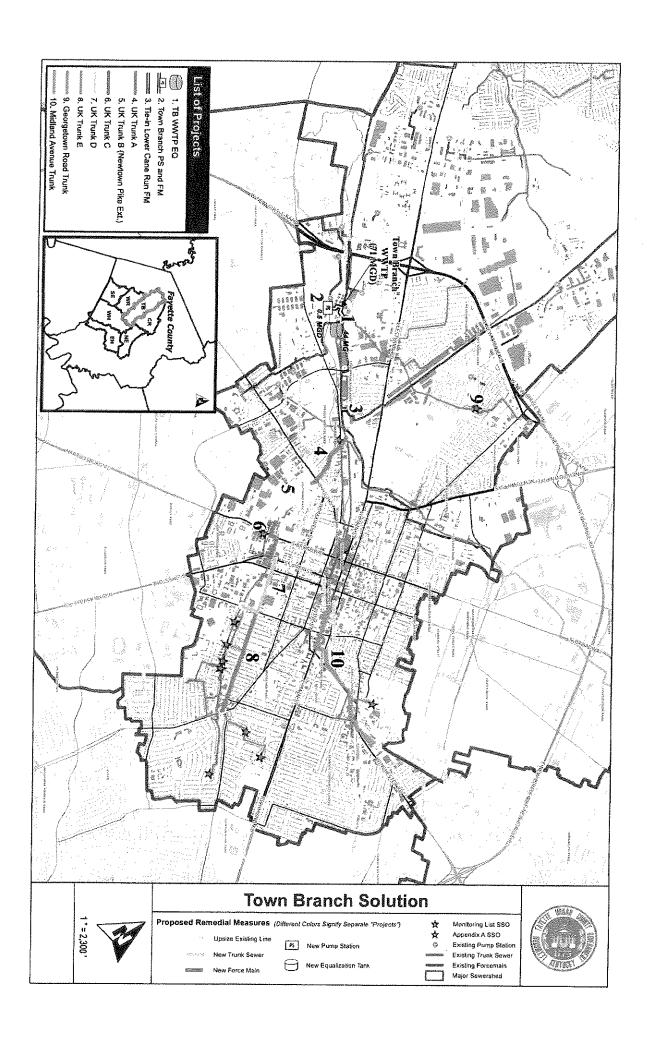
No.	Project Name	Design Fee Estimate	Construction Cost Estimate	Project Capital Cost Estimațe	Project Ty
CR-1	Lower Cane Run Wet Weather Storage				A CAMPAN AT
CR-10	Upper Cane Run WWS	\$3,120,000 \$500,000	\$33,440,000 \$3,980,000	\$36,560,000 \$4,480,000	
EH-3	East Hickman WWS	\$1,540,000	\$16,520,000	\$18,060,000	
NE-1	North Eikhorn PS WWS	\$880,000	\$9,420,000	\$10,300,000	
TB-1	Town Branch WWTP WWS	\$9,770,000	\$102,130,000	\$111,900,000	
WH-1	WH-7 WWS	\$1,630,000	\$17,460,000	\$19,090,000	
WH-20 WR-8	WH WWTP WWS Wall Run WWS	\$10,130,000	\$109,610,000	\$118,740.000	
CR-11	Cane Run Trunk	\$740,000	\$7,940,000	\$8,680,000	5
CR-12	Lexmark Trunk A	\$180,000 \$160,000	\$1,700,000 \$1,480,000	\$1,880,000 \$1,640,000	
CR-13	Lexmark Trunk B	\$110,000	\$960,000	\$1,070,000	
CR-14	New Circle Trunk A	\$390.000	\$3,920,000	\$4,310,000	2 Pipelini
CR-15	New Circle Trunk B	\$280,000	\$2,700,000	\$2,980,000	2 - Pipelini
CR-3	Expansion Area 3 FM	\$430,000	\$3,370,000	\$3,800,000	2 · Pipeline
CR-4 CR-5	Expansion Area 3 Trunk	\$550,000	\$4,840,000	\$5,390,000	2 - Pipeline
CR-6	Shandon Park Trunks Winburn Trunk	\$260,000	\$2,050,000	\$2,310,000	2 Pipeline
CR-7	Thoroughbred Acres Trunk	\$140,000 \$170,000	\$980,000	\$1,120,000	2 Pipeline
CR-9	Lower Griffin Gate Trunk	\$90,000	\$1,600,000 \$770,000	\$1,770,000	2 Pipeline
EH-1	East Hickman FM	\$860,000	\$9,210,000	\$860,000 \$10,070,000	2 - Pipeline 2 - Pipeline
ÉH-10	Hartland 1 Trunk	\$120,000	\$1,020,000	\$1,140.000	2 - Pipeline
EH-11	Eliminale East Lake P\$	\$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 Overbrook Farm Trunk	\$120,000	\$1,080,000	\$1,200,000	2 Pipeline
EH-8		\$420,000	\$4,250,000	\$4,670,000	2 · Pipeline
EH-9	Armstrong Mill Trunks Hartland 2 & 3 Trunks	\$100,000	\$870,000	\$970,000	2 Pipeline
NE-2	Eastland Trunk	\$170,000 \$160,000	\$1,580,000 \$1,340,000	\$1,750,000 \$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 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 - Pipetine
TB-5	UK Trunk B (Newtown Pike Extension)	\$-	\$-	\$0	2 - Pipeline
TB-6 TB-7	UK Trunk C UK Trunk D	\$150,000	\$1,380,000	\$1,530,000	2 - Pipeline
TB-8	UK Trunk E	\$240,000	\$2,330,000	\$2,570,000	2 - Pipeline
TB-9	Georgetown Road Trunk	\$290,000	\$2,850,000	\$3,140,000	2 Pipeline
WH-10	West Hickman Main Trunk E	\$10,000 \$750,000	\$100,000 \$7,950,000	\$110,000	2 Pipeline
WH-11	West Hickman Main Trunk F	\$450,000	\$4,500,000	\$8,700,000 \$4,950,000	2 - Pipetine 2 - Pipetine
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
NH-14	Centre Parkway Trunk	\$100,000	\$850,000	\$950,000	2 - Pipeline
NH-15 NH-16	The Island Trunks Woodhill Trunk	\$100,000	\$890,000	\$990,000	2 - Pipeline
NH-17	Prather Road Trunk	\$290,000	\$2,790,000	\$3,080,000	2 · Pipefine
VH-18	Richmond Road Trunk	\$200,000	\$1,870,000	\$2,070,000	2 · Pipeline
VH-19	Wildwood Park Trunk	\$170,000 \$110,000	\$1,530,000	\$1,700,000	2 - Pipeline
MH-S	West Hickman Main Trunk A	\$380,000	\$1,010,000	\$1,120,000	2 - Pipeline
NH-3	West Hickman Main Trunk B	\$560,000	\$5,780,000	\$4,180,000 \$6,340,000	2 - Pipeline 2 - Pipeline
NH-4	West Hickman Main Trunk C	\$440,000	\$4,400,000	\$4,840,000	2 · Pipeline
NH 5	Landsdowne South Trunk	\$330,000	\$3,220,000	\$3,550,000	2 - Pipeline
NH-6	West Hickman Main Trunk D	\$370.000	\$3,669,000	\$4,030,000	2 - Pipeline
NH-7	Merrick Trunk	\$360,000	\$3,520,000	\$3,880,000	2 - Pipeline
VH-8 VH-9	Ecton Trunk	\$150,000	\$1,400,000	£1,550,000	2 - Pipeline
VH-9 VR-1	Southeastern Hills Trunk Wolf Run Main Trunk A	\$210,000	\$1,930,000	\$2,140,000	2 · Pipeline
R-10	Bob O Link Trunk A	\$210,000	\$1,990,000	\$2,200,000	2 - Pipeline
VR-2	Wolf Run Main Trunk B	\$190,000 \$230.000	\$1,650,000	\$1,840,000	2 · Pipeline
VR-3	Wolf Run Main Trunk C	\$420,000	\$2,180,000 \$4,140,000	\$2,418,000 \$4,560,000	2 - Pipeline
VR-4	Wolf Run Main Trunk D	\$190,000	\$1,730,000	\$1,920,000	2 - Pipeline 2 - Pipeline
	Wolf Run Main Trunk E	\$230,000	\$2,140,000	\$2,370,000	2 - Pipeline
VR-6	Wolf Run Main Trunk F	\$260,000	\$2,460,000	\$2.720,000	2 - Pipeline
	Wolf Run Main Trunk G	\$220,000	\$1,990,000	\$2,210,000	2 - Pipeline
VR-9	Parkers Mill Trunk	\$190,000	\$1,770,000	\$1,960,000	2 - Pipeline
	Griffin Gate Rehab	<u>s</u>	\$.	50	4 - Rehab
	Floyd Drive Rehab Greenbrier #2 PS	\$ 5170,000	\$-	\$0	4 - Rehab
	Town Branch PS Replacement	\$170,000	\$1,040,000	\$1,210,000	5 - Small PS
	Expansion Area 3 PS	\$100,000 \$720,000	\$830,000 \$6,980,000	\$930,000	5 - Small PS
	East Hickman PS	\$1,190,000	\$13,110,000	\$7,700,600	6 - Large PS
~	Overbrook Farm PS	\$520,000	\$5,300,000	\$5,820,000	6 - Large PS 6 - Large PS
E-1	South Elkham PS Upsize	\$80,000	\$690,000	\$770,000	6 - Large PS
E-3	Mint Lane PS	\$490,000	\$3,920,000	\$4,410,000	6 - Large PS
	Wolf Run Pump Station	\$-	\$9.500,000	\$9,500,000	6 - Large PS
	Sharon Village PS and FM	\$220,000	\$1,900,000	\$2,120,000	286
	Delong Road PS & FM	\$290,000	\$2,840,000	\$3,130,000	286
	xpansion Area 2A Projects	Ş-	\$8,810,000	\$8,810,000	286
re-7™ II	Expansion Area #1 Property Acquisition	\$1,110,000	\$-	\$1,110,000	N/A

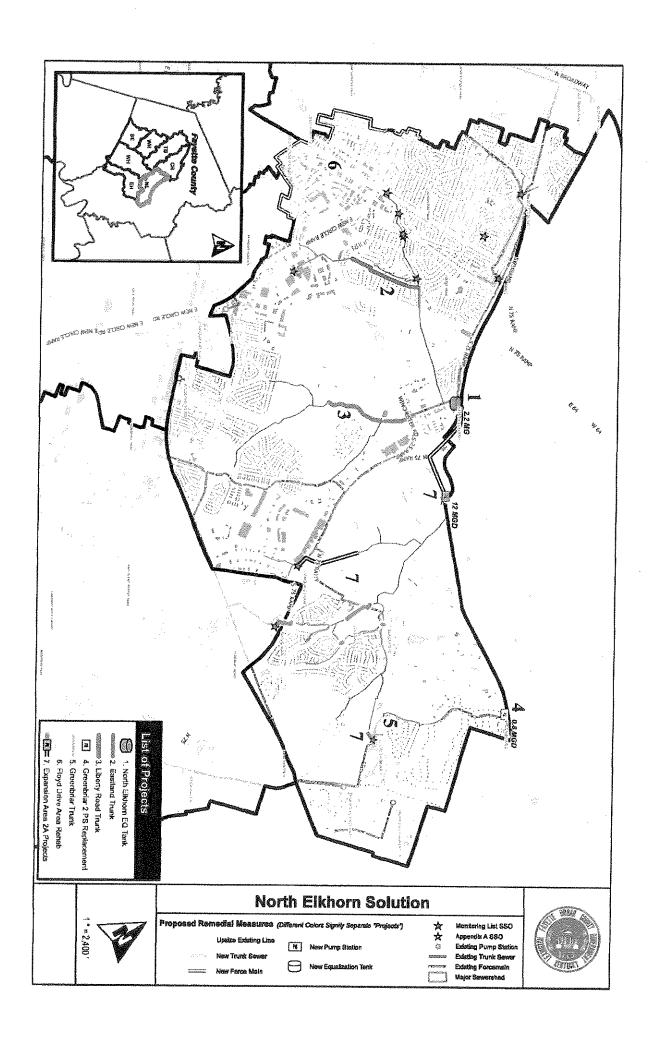


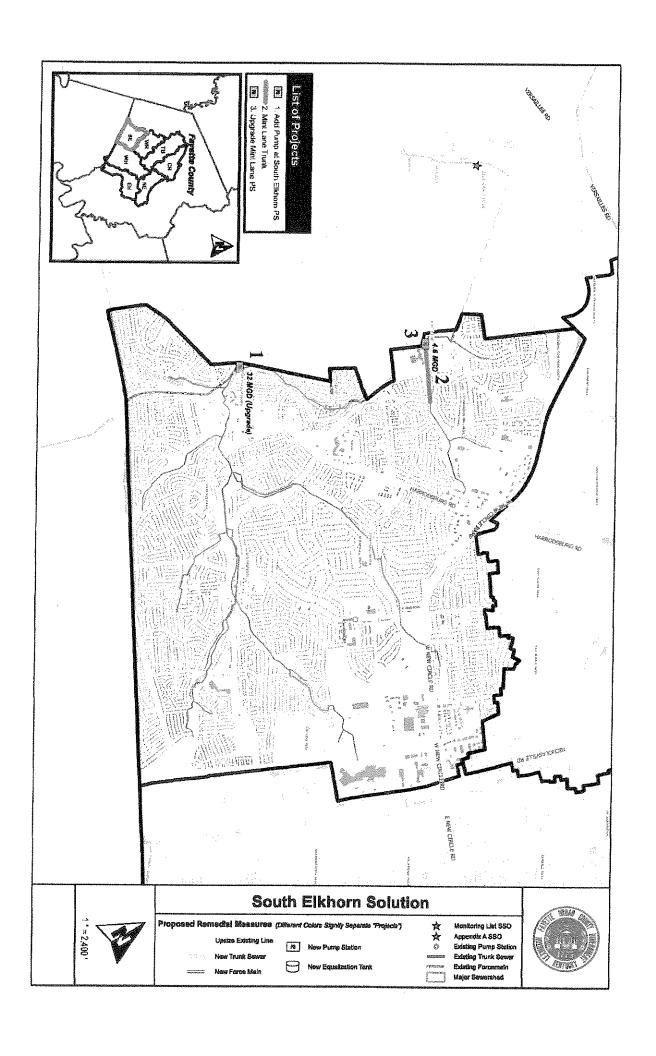












RMP Implementation Plan

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\$591,280,000

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Total RMP Cost (Including WWYP Upgrades) "

EXHIBIT B

CERTIFICATE OF INSURANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2013

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).

Phone: 608-831-9700 CONTACT Sue Simoneau PRODUCER KLEIN INSURANCE GROUP 702 N HIGH POINT RD, STE 201 Fax: 608-831-4777
PHONE (A/G, No. Ext): 608-831-9700
EMAIL ADDRESS: SSIMONEAU@kleinins.com
PRODUCER CUSTOMER ID #: STRAA01 FAX (A/C, No): 608-831-4777 PO BOX 45470 MADISON, WI 53744-5470 Richard A. Hagen INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Travelers Insurance Company Strand Associates, Inc., & INSURED **PEH Engineers** INSURER B : CNA Insurance Companies 20443 Shawn Cannon INSURER C : 1525 Bull Lea Rd, Ste. 100 Lexington, KY 40511 INSURER D: INSURER E INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

	CEOSIONS AND CONDITIONS OF SUCH		SUBF				•		
INSR LTR	TYPE OF INSURANCE		WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	Х		630-6C576625-13	01/01/2013	01/01/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR		**************************************				MED EXP (Any one person)	\$	10,000
	X XCU Cov. incl.						PERSONAL & ADV INJURY	\$	1,000,000
	X completed ops.						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC							\$	
Α	AUTOMOBILE LIABILITY X ANY AUTO	Х		810-7C067712-13	01/01/2013	04/04/2044	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
М	***				0110112013	01/01/2014	BODILY INJURY (Per person)	\$	
	X ALL OWNED AUTOS	ļ					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS				*		Uninsd. Mot	\$	1,000,000
	NON-OWNED A0103						Underinsd Mot	\$	1,000,000
	Y UMBRELLA LIAB Y OCCUP	<u> </u>						ð	
	A OCCOR	ļ					EACH OCCURRENCE	\$	2,000,000
A	EXCESS LIAB CLAIMS-MADE	Х		CUP-7C067724-13	01/01/2013	01/01/2014	AGGREGATE	\$	2,000,000
	DEDUCTIBLE							\$	
	X RETENTION \$ 10,000				·			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ļ	ļ				X WC STATU- OTH-		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		PEUB-6C60236A-13	01/01/2013	01/01/2014	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$.	1,000,000
В	Professional &			AEH 11-397-40-97	07/11/2012	07/11/2013	ea. occur		1,000,000
	Pollution Liab.			FULL PRIOR ACTS			aggregate		1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lexington-Fayette Urban County Government its elected and appointed
Officials, employees, agents, boards, consultants, assigns, volunteers and
successors are named as additional insureds as per written agreement.
Thirty days (30) written notice will be given to the Certificate Holder via
certified mail, return receipt requested, in the event of SEE NOTE

С	EF	₹1	П	F	Ĭ	C	Α	T	Ε	Н	О	L	D	Ε	R

CANCELLATION

LEXIF01

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

County Government 125 Lisle Industrial Avenue Suite 180

Lexington- Fayette Urban

Lexington, KY 40507

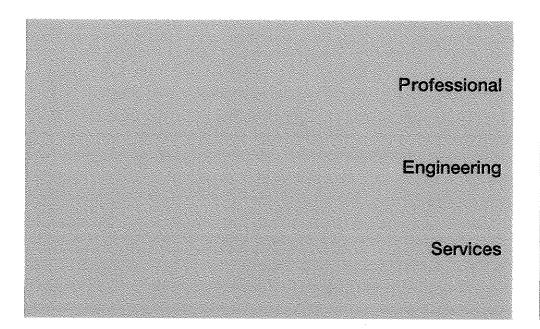
AUTHORIZED REPRESENTATIVE

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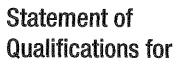
HOLDER CODE LEXIF01 STRAA01 PAGE 2 NOTEPAD: INSURED'S NAME Strand Associates, Inc., & OP ID: SS DATE 02/12/13 any of the required policies are cancelled or non-renewed.

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES AND RELATED MATTERS



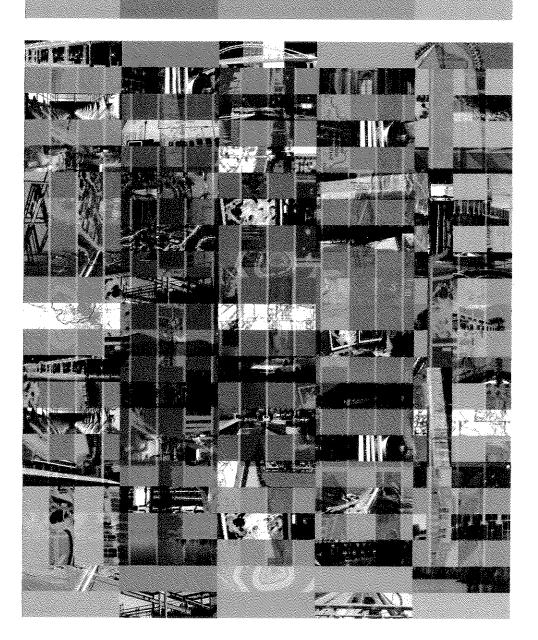
Professional
Engineering
Services for
Category 5 Conventional
Small Pump
Stations



REP#33-2012

Lexington-Fayette Urban County Government

November 13, 2012





Firm Submitting Proposal: Strand Assoc	iates, Inc.®	Average description of the second of the sec
Complete Address: 1525 Bull Lea Rd., Suite Street	e 100, Lexington, l City	<u>Y 40511</u> Zip
Contact Name: <u>Michael L. Davis, P.E.</u>	Title: Senior As	sociate
Telephone Number: 859-225-8500	_Fax Number: .	859-225-8501
Email address: <u>mike.davis@strand.com</u>		

<u>AFFIDAVIT</u>

Comes the Affiant,	Roddy Williams, Ph.	D., P.E.	_, and after being
first duly sworn, states und	ler penalty of perjury as follow	ws:	
1. His/her name is	Roddy Williams, Ph.	D., P.E.	and he/she
is the individual submitting	the proposal or is the author	ized represen	tative of
William billion and the second of the second	Strand Associates, Inc.®		, the entity
submitting the proposal (h	ereinafter referred to as "Prop		
Urban County Governmen	y all taxes and fees, which a nt at the time the proposal is a a "current" status in regard to	submitted, prid	or to award of the
3. Proposer will oblicense, if applicable, prior	tain a Lexington-Fayette Urb to award of the contract.	an County Go	vernment business
mentioned information wit	uthorized the Division of Cent h the Division of Revenue an and/or fees are delinquent or	d to disclose t	to the Urban
laws of the Commonwealtl	ot knowingly violated any proving of Kentucky within the past will not violate any provision	five (5) years	and the award of

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.		
Lodd 6/1/1		
Roddy Williams, Ph.D., P.E.		
STATE OF <u>Kentucky</u>		
A A		
COUNTY OF <u>Fayette</u>		
The state of the s		
The foregoing instrument was subscribed, sworn to an	d acknowledged be	fore me
The state of the s	d acknowledged be on this the/	
The foregoing instrument was subscribed, sworn to an by Roddy V. Williams	~	
The foregoing instrument was subscribed, sworn to an by Roddy J. Williams of Member, 2012.	on this the <i></i>	
The foregoing instrument was subscribed, sworn to an by Roddy J. Williams of Member, 2012.	on this the <i></i>	
The foregoing instrument was subscribed, sworn to an by Roddy V. Williams	on this the <i></i>	
The foregoing instrument was subscribed, sworn to an by Roddy J. Williams of Member, 2012.	on this the <i></i>	

PATRICIA CAROLINE VAUGHAN

Notary Public-State at Large Kentucky Notary ID 428546 My Commission Expires: Leptember 38 2014

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 disgualification.
- 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, safely 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.

Mhehaell. David 11/12/2012 Date



Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor Jane C. Driskell Commissioner

ADDENDUM #1

RFP Number: <u>33-2012</u> 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.	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).
If a firm had a local office and wanted to be prime, but wanted to subcontact with a smaller local firm for an experienced	

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 Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects. 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.

<u>SPECIAL NOTE TO PROPOSER</u>: 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: Strand Associates, Inc.

ADDRESS: 1525 Bull Lea Road, Suite 100, Lexington, KY 4051

SIGNATURE OF PROPOSER: Muchae C. Lauri

Hourly Rate Schedule Remedial Measures Plan and Related Projects

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



1525 Bull Lea Road, Suite 100 Eexington, KY 40511 (P) 859-225-8500 (F) 859-225-8501

November 13, 2012

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

Re: RFP# 33-2012- Request for Qualifications for Professional Engineering Services for Category 5 - Conventional Small Pump Stations

Dear Mr. Slatin:

Thank you for the opportunity to submit this statement of qualifications for the above referenced project. Strand's Knowledge of LFUCG's pump station design and O&M requirements delivers cost-effective solutions. This is demonstrated by the following factors:

- Our Local Project Managers and Project Team Have Successfully Designed and Implemented Dozens of "Small" Pump Stations, Including Eight for LFUCG.
- The Enclosed Client Resume and References Provide Further Confirmation of Our Pump Station Expertise and ability to Meet Client Needs
- Strand's Broad Experience Evaluating Existing LFUCG Pump Stations Provides the Background for Designing New Cost-Effective Pumping Systems
- **Pump Station Design and Evaluation Has Been a Focus of Our Lexington office for Over 40 Years, Resulting in Significant Local Expertise to Support LFUCG Projects**
- Our Easement Acquisition Services Compliment Design Projects by Minimizing delays and Enhancing Public Perception

The enclosed proposal outlines how these factors will benefit LFUCG and result in a successfully implemented project.

We look forward to the opportunity to continue our service to the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael L. Davis, P.E.

Senior associate

2. Firm Qualifications

Strand Associates has served LFUCG and our Lexington community for more than four decades.

Our work on the Hartland Pump Stations is just one example of our ability to bring long-term benefit to LFUCG.

A consistent ranking as a top 25 WW Firm illustrates our ability to offer local, yet nationally recognized experts.

Strand's Knowledge of LFUCG's Pump Station Design and O&M Requirements Delivers Cost-Effective Solutions

Strand's service to LFUCG spans more than four decades. Through these years of service, we have helped LFUCG address wastewater pumping needs and have designed a large amount of the infrastructure that is currently operating within LFUCG's conveyance system. Our continuous involvement with LFUCG wastewater projects gives us an understanding of system needs, and of current design requirements. The Small Pump Stations identified in the remedial measures plan are critical components of the sanitary sewer infrastructure and will require significant investment. The rehabilitation and construction of these pump stations must be completed in manner that minimizes disruptions to the continuous operation of the system and maximizes the cost-effectiveness of the improvements. Your engineering partner in these improvements must have a thorough understanding of the integration of these stations into the overall sanitary sewer system in order to effectively prioritize the work to be accomplished. Our history with your small pump stations will allow us to immediately identify the work required and begin the task of planning and design.

Our Local Project Managers and Project Team Have Successfully Designed Implemented Dozens of "Small" Pump Stations, Including Eight for LFUCG

Lead Project Manager Mike Davis lives in Lexington and has been a resource to LFUCG for over 30 years. In addition to pump and piping design, he is our lead electrical engineer. Mike has developed local staff to efficiently serve LFUCG. A testament to our successful long-term service in the small pump station arena are the three Hartland Pump Stations - Mike's team designed stations which have effectively served LFUCG for over 20 years. The longevity of the products we have designed and our historical knowledge allows us to better serve LFUCG from both a detailed and big picture perspective.

We have also identified Mark Sneve and Paul Maron as Project Managers. Mark has served LFUCG on significant projects since the early 1990's. His hydraulic expertise in addressing various wet weather related issues, specifically pump stations both large and small, will be a tremendous asset to the projected improvements. Mark is often called upon by our clients to help trouble shoot system problems and evaluate solutions, which typically include pump stations. His expertise in this area is well known among our clients as well as state and federal regulators. Paul's 13 years of experience include wastewater pump stations ranging in size from 56 to 1,192 gpm. His consent decree related pump station projects in multiple states throughout EPA Region 4 have solidified Paul's reputation as an outstanding resource to assist communities like Lexington facing regulatory-driven infrastructure improvements.

Mike, Mark and Paul have local resources to assist in all facets of small pump station design. The design team we have assembled has designed dozens of pump stations as defined by this category.

Our Client Resume and References Provide Further Confirmation of Our Pump Station Expertise and Ability to Meet Client Needs

In addition to the numerous pump stations on which we have provided our expertise to LFUCG, our team's client resume also documents the depth and breadth of our capabilities. Helping clients address wastewater issues, as well as those facing regulatory action, has allowed us to be a leader in this area. Our consistent ranking by ENR as a top 25 Wastewater Firm further confirms our level of service, expertise and resources.

The trust between LFUCG and our staff is built on a partnership approach to solving difficult challenges over many years.

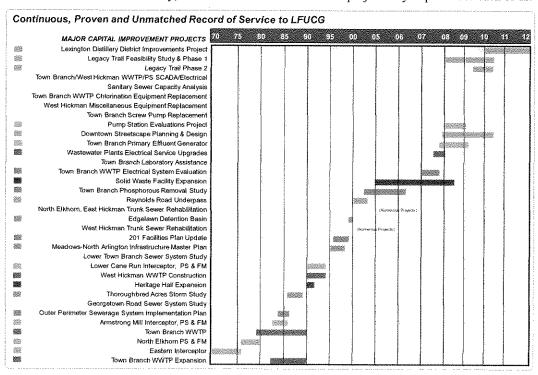
Our Project Team members are served by LFUCG infrastructure and we are proud of the work we do to improve our community.

Our Broad Experience Evaluating Existing LFUCG Pump Stations Provides Background for Designing New Cost-Effective Pumping Systems

In addition to our longstanding service to LFUCG, Strand recently had the opportunity to serve you once again on multiple pump station evaluation projects. One project required us to evaluate twenty pump stations that were identified as potential SSO contributors. This experience allowed us to better understand some of the long term impacts of decisions made during design, including material selection for corrosion and weather resistance, wet well design to minimize grease impacts and improve hydraulic efficiency, and access for pump and equipment maintenance. We reviewed LFUCG's historical records describing pump station overflow events along with their root causes. This recent experience, coupled with our long-term service to LFUCG, has strengthened Strand's understanding of your pump stations. We consider this forthcoming work to be yet another opportunity to help LFUCG achieve success in a difficult situation and we believe our previous work provides critical insight into LFUCG's small pump station needs.

Pump Station Design and Evaluation Has Been a Focus of Our Lexington Office for Over 40 Years, Resulting in Significant Local Expertise to Support LFUCG Projects

As documented in the chart below our local office has been serving LFUCG over 40 years with a majority of the effort on wastewater projects, and specifically the pump station arena. The majority of our staff are long-term residents of this community, which makes the success of this project very important to each of us.



Our Easement Acquisition Services Compliment Design Projects by Minimizing Delays and Enhancing Public Perception

Strand has assisted state and local governments with obtaining rights-of-way, easements and fee-simple acquisitions for utility infrastructure for 20 years. The staff members identified in our organization chart have acquired over 10,000 parcels and our documented success rate is greater than 98%. We utilize staff members with strong communication skills and technical understanding, which leads to productive and efficient negotiations. These benefits eliminate the costly impacts of condemnation on project budgets, schedules and public relations. We offer this specialized expertise as a value-added service that can positively and directly influence an aggressively scheduled construction program.

In 20 years, our acquisition team has acquired 10,000 parcels with a 98% success rate.

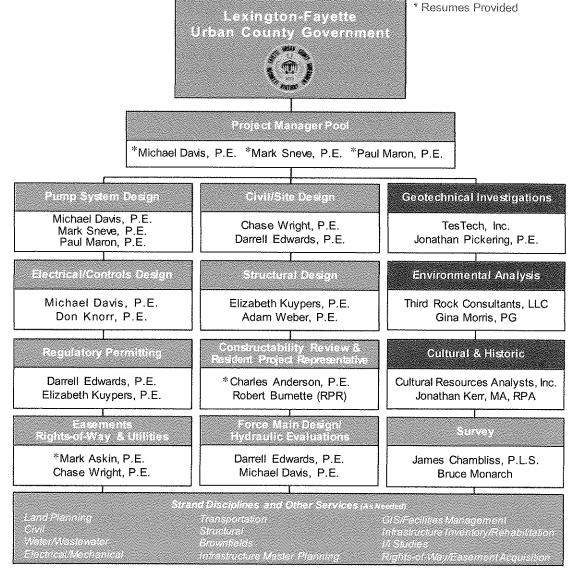
3. Project Team

Experienced Project Managers with Support of Seasoned Technical Resources Provides Specialized Experience to Serve Complete Range of Project Needs

Our Team has the requisite credentials and capabilities, and is committed to the successful completion of this program component.

Our Project Team offers the complete range of engineering capabilities that are needed for the many technical challenges that could potentially result through this infrastructure program. We have included project managers with specialized experience directly related to this project discipline who take pride in their work having served on many prior projects on behalf of LFUCG. Our Project Management Team is supported by local engineers and technicians with years of experience involving small pump station-related projects.

Additionally, Strand's collaborative partnership with TesTech, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. on previous projects brings familiar expertise related to geotechnical engineering and environmental services. The individuals listed in the organizational chart below will serve in key leadership positions responsible for guiding and directing other Team members during the course of the project. Resumes for key personnel follow within this section.



Listed resources are also supported by other locally available staff.

The state of the s Key Project-Related Experience Attributes Team Member Experience Matrix "Our team's experience and capabilities match your specific project needs." Teom Member Michael Davis, P.E. Mark Sneve, P.E. Paul Maron, P.E. James Chambliss, P.L.S. J. Bruce Monarch **Robert Burnette** Mark Askin, P.E. Chase Wright, P.E. Darrell Edwards, P.E. Elizabeth Kuypers, P.E. Don Knorr, P.E. Adam Weber, P.E. Charles Anderson, P.E.

✓ • Indicates a minimum of 5 years of experience in noted categories.

Subconsultant Participation

Our Project Team is supported by the added technical resources provided by TesTech, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. respectively for geotechnical engineering, environmental analysis, and cultural & historic evaluations. Strand is no stranger to this group, having collaborated with each firm on many past similar projects. TesTech and Third Rock Consultants also provide our Team with DBE subcontracting opportunities in line with LFUCG's 10% participation goal. Our Project Management Team will work closely with each subconsultant firm to fulfill the specialized services they bring to bear on behalf of LFUCG for this project. With LFUCG's approval, Strand is also prepared to include additional DBE subconsultant firms as project assignments require to meet LFUCG's 10% participant goal.

Project Staffing Risk Management Plan

Strand's *Project Staffing Risk Management Plan* is anchored by a carefully developed delivery approach founded on principles of shared leadership responsibility and continuity of technical resources. Upon initiation of each and every Strand project, a Project Management Plan is prepared that outlines project objectives, key responsibilities and deliverable requirements supported by a well-defined staff assignment-accountability system. We routinely establish a leadership team for each project that includes a firm principal, project manager, and project assistant who lead and direct other required personnel. Regular team meetings also allow our Project Team to stay abreast of related activities for others that are involved. As noted in the staff organizational chart on the previous page, each of our identified key staff not only includes a committed backup for this noted discipline, but also can rely on others that will be involved who offer similar capabilities in the event of a staffing change. Our Project Management Pool approach allows us to easily commit any of these individuals for this role for multiple project assignments. We also have the ability to rely on other qualified firm personnel who are locally-based for both leadership and technical support positions.

Experience matrix highlights reciprocal capabilities offered by project team members.







Strand's Risk
Management Plan
and past project
history
demonstrate
commitment to
staffing continuity.



Mark A. Sneve, P.E.

Experience and Background

- Over 23 years of experience in wastewater facilities design
- Provided engineering services to LFUCG since 1995
- Graduate of the University of Iowa 1987 and 1989
- Licensed Professional Engineer in Kentucky, Ohio, Indiana, Wisconsin, Alabama and Mississippi

Chine Levelini

• Lexington, KY and Louisville, KY, depending on project assignments.

Experience and Expertise Related to Small Pump Stations

Mark has experience and expertise that matches project needs for small pump station design and project management. Following is a summary of Mark's applicable expertise.

- Wastewater Pumping Station and Force Main Design experience includes pump station sizes ranging from 80 to 166,700 gpm. Force mains range in diameter up to 72 inches, and lengths up to 37,000 feet. Design tasks include wet well design, force main hydraulic analysis, pump selection, odor control systems electrical controls and power distribution. Mark has designed numerous stations with capacities less than 1000 gpm.
- Odor Control Design experience includes a variety of odor control systems including natural biofilters, biotowers, chemical scrubbers, chemical feed systems and carbon absorbers.
- **Project Management experience** for wastewater pump station, collection, conveyance and treatment facilities for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Mark's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below, Mark has designed dozens of other small pump stations in his career.

- Principal Engineer for Jeffersonville IN CMC #2 Pump Station Upgrade. The project included an upgrade to the existing CMC#2 pump station to increase the capacity to 570 gpm. The station was designed to increase output to the limit of the existing force main. The project included a small control building and was constructed on a very tight sight bounded by two roads and an active rail spur.
- Project Manager for MSD Jacobs School Road Pump Station Project. The project included a new pumping station design for the Prospect area of the Louisville MSD system. The new station was designed for 142 gpm. The station location was controversial and we designed a residential garage type structure and landscaping to screen the submersible pump station. The station included an odor control feed system and generator.
- Project Manager for Nolin River Sewer Infrastructure Project. The project included new collection, pumping and conveyance infrastructure to serve a large industrial tract, interstate interchange and an unsewered community in Hardin County. The project includes three small pump stations; 360 gpm, 230 gpm, and 80 gpm and force mains from 4-inch to 8-inch that extend over 7 miles. The Rose Run pump station is designed with a current capacity of 360 gpm and is expandable to 800 gpm in the future. The discharge is conveyed to the City of Elizabethtown WWTP via an 8-inch force main. The station designs included a small control building, odor control feed equipment and a standby emergency generator.
 - The project also includes a small 80 gpm pump station to serve the west side of the Glendale/I-65 interchange. This submersible duplex station employs a 4-inch that is 7600 LF.
 - The project also includes a 230 gpm pump station that serves the east side of the Glendale/I-65 interchange and the US31W corridor. This station includes a duplex, submersible 230 gpm pumping station and flow is discharged through a 14,800 LF 6-inch force main.
- Principal Engineer for Bloomfield Victory Lane and WWTP Pump Stations and Force Main. The project included a new 400 gpm Victory Lane pump station to deliver new flows to the Bloomfield gravity collection system via an 8-inch force main. Another pump station was added to the WWTP to serve two purposes; pumping influent flow to their package plant and pumping excess flow to on-site equalization basins.
- Principal Engineer for Bloomfield Regional Pump Stations and Force Main. The project included a two small submersible pump stations (815 gpm and 995 gpm) to deliver flow to the Bardstown collection system WWTP via a common 12-inch force main. The new statiosn will pump through about 10.5 miles of 12-inch force main. Each station includes a bioxide chemical feed system and a fixed back-up generator.



Paul G. Waron, P.E.

Experience and Eackground

- Over 13 years of experience in wastewater facilities design
- Graduate of Vanderbilt University 1999
- Licensed Professional Engineer in Kentucky, Alabama and Mississippi

Office London

Louisville, KY

Experience and Expertise Related to Small Pump Stations

Paul has experience and expertise that matches project needs for small pump station design and project management. Following is a summary of Paul's applicable expertise.

- Wastewater Pumping Station and Force Main Design experience includes pump station sizes ranging from 56 to 1,192 gpm. Force mains range in diameter up to 12 inches, and lengths in excess of 3,000. Design tasks include wet well design, force main hydraulic analysis, pump selection, odor control systems electrical controls and power distribution. The majority of Paul's pump station design experience has been focused on small stations with capacities of less than 1,000 gpm.
- Rehabilitation and improvement experience includes leading the repair or replacement of 100% of a medium sized utility's pump stations, numerous evaluation studies, and the development of comprehensive rehabilitation recommendations.
- **Project Management experience** for wastewater pump station, collection, and conveyance for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Paul's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below, Paul has designed numerous other small pump stations in his career.

- Project Manager for Prichard, AL Parkwood Sewer Extension Project (Phase 2). The project included an upgrade the construction of a 280 gpm pump station to serve an existing residential area. The extensive wetlands in the area required close coordination with State and Federal agencies as well as the development and oversight of strict specifications for construction.
- Project Manager for Bloomfield, KY Victory Lane and WWTP Pump Stations and Force Main. The project included a new 400 gpm Victory Lane pump station to deliver new flows to the Bloomfield gravity collection system via an 8-inch force main. Another pump station was added to the WWTP to serve two purposes; pumping influent flow to their package plant and pumping excess flow to on-site equalization basins.
- Project Manager for Prichard, AL Salem Avenue Extension Project. This project included the installation of a small (56 gpm) pump station intended to be a temporary measure until additional sewers could be constructed that would eliminate its need. Due to extremely tight site constraints, the footprint of the station was laid out to maximize the space available and still provide access.
- Project Manager for Sanitation District No. 1 of Green County, KY Wastewater System Improvement Project. The project included the assessment and evaluation of the District's wastewater pumping system. Recommendations for improvement focused on rehabilitating the structure of the wet well, replacing key pieces of equipment, and reducing operating costs. Construction on this project is scheduled to begin in early 2013



Michael L. Davis, P.E.

Experience and Background

- Over 29 years of experience in wastewater facilities design
- Provided wide range of engineering services to LFUCG since 1985
- Graduate of the University of Kentucky 1984
- Licensed Professional Engineer in Kentucky, Alabama and Mississippi

Lexington, KY

Experience and Expertise Related to Small Pump Stations

Mike has experience and expertise that matches project needs for small pump station design and project management. Following is a summary of Mike's applicable expertise.

- Wastewater Pumping Station and Force Main Design experience includes pump station sizes ranging from 35 to 15,000 gpm. Force mains range in diameter up to 30 inches, and lengths up to 24,000 feet.
 Design tasks include wet well design, force main hydraulic analysis, pump selection, electrical controls and power distribution.
- Water Pumping Station and Transmission Main Design experience includes pump stations with peak pumping capacities from less than 100 gpm up to 20,000 gpm. Transmission mains range in diameter up to 24 inches.
- Electrical Design experience includes electrical distribution and emergency power systems for pump stations and wastewater treatment plants. Projects include distribution systems with voltages ranging from 120/240 volts to 12,470 volts.
- Instrumentation and Control Design experience includes PLC control of pump stations and wastewater treatment facilities for multiple clients including LFUCG. Instrumentation control experience includes PC-based SCADA systems with up to 60 remote sites, and PLC-based control systems and treatment process monitoring/control equipment to provide plant automatic control.
- Project Management experience for wastewater pump station, collection, conveyance and treatment facilities for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Mike's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below, Mike's resume also includes significant involvement with design and construction of dozens of small pump stations, including six pump stations that are within LFUCG's current conveyance system.

- Principal Engineer for Jessamine-South Elkhorn Pump Station and Force Main. These two pump stations were part of a larger project to serve two unsewered areas in Northern Jessamine County. The pump stations utilized suction lift, wet well mounted pumps with vacuum priming system to comply with owner design criteria. The two pump stations are rated for 375 gpm and 535 gpm. Pump station installations include access roads, force main odor control chemical storage/feed equipment and a portable generator with capability to power either pump station. Associated force main installation is 13,000 LF of 10" pipe.
- Principal Engineer for Bright Leaf Pump Station and Force Main Project. The project included a 180 gpm submersible pump station and 7,800 LF of 6" force main to serve the Bright Leaf subdivision located south of Harrodsburg. Pump station components included precast wet well and valve vault, local control panel, flow metering for customer billing purposes and a portable emergency generator to provide back-up power for this and other pump stations.
- Project Manger and Principal Engineer for Golf Resort Pump Station and Force Main Project. The project included a 86 gpm duplex pump station and 3,500 LF of 3" force main to eliminate a package wastewater treatment plant. Pump station components included precast wet well and valve vault, local control panel, flow metering and emergency generator connection.



Charles R. Anderson, P.E.

Experience and Background

- Over 40 years of experience in the design of pumping and conveyance facilities
- Graduate of the University of Wisconsin 1971 and 1973
- Licensed Professional Engineer in Kentucky, Wisconsin, Alabama and Tennessee

Million Bossiani

Louisville, KY

Experience and Expertise Related to Small Pump Stations

Chuck's experience and expertise matches project needs for pump station design and project management. Following is a summary of Chuck's applicable expertise.

- Wastewater Pumping experience includes pump station sizes ranging from 15 gpm to 60 mgd.
- Project Management experience for wastewater pump station, collection, conveyance and treatment
 facilities for all phases of project development including Planning, Design, Bidding, Operation and
 Maintenance, Value Engineering, Quality Control, and Contract Administration.
- Quality Control and Value Engineering experience provides quality control for pumping station projects for the firm's Kentucky, Indiana, and Ohio projects

Related Project Experience in the Past Five Years

Chuck's recent project experience reflect the breadth of his expertise in the pumping station area.

- Louisville and Jefferson County Metropolitan Sewer District. Having been the principal author of the
 evaluation of the 16 flood pumping stations that protect Jefferson County and the City of Louisville from
 flooding, Chuck was asked by Louisville MSD to assist them in their first project to rehabilitate one of the
 stations.
- Nolin River Sewer Infrastructure Project. Chuck provided and is providing quality control and constructability review of this project.. The project includes four pump stations, 1350 gpm, 1350 gpm, 240 gpm, and 80 gpm and force mains from 4-inch to 16-inch that extend over 14 miles.



Mark G. Askin, P.E.

Exercice exercises (Activities)

- Over 18 years of experience in easement acquisition and right or way services for state/local clients
- Leads our Property Acquisition services as well serves as a project manager for Wastewater Conveyance
- Graduate of the University of Kentucky 1995
- Licensed Professional Engineer in Kentucky and Ohio

Diffue Enganon

Louisville and Lexington KY, depending on project assignments.

Experience and Expertise in the Past Five Years Related to Small Pump Stations

Land Acquisition - During the last 12 years, Mark has been extensively involved with our Land Acquisition Department. He has been in charge of obtaining the following:

- 1,200 fee simple acquisition and relocations for 10 KYTC projects.
- 750 plus easements on 12 projects for the Louisville Water Company.
- 2,250 plus easements on 49 projects for the Louisville and Jefferson County Metropolitan Sewer District.
- 300 easements for the City of Crestwood.
- 450 easements for the Kentucky American Water Company.
- 40 easements for the Oldham County Sanitation District.
- 50 easements for Sanitation District No. 1.
- 50 easement acquisitions for the Mt. Sterling Water Commission.

Mark is prequalified with the Kentucky Transportation Cabinet for rights-of-way acquisition services and combined with his Water/Wastewater Design experience, he provides a unique perspective to this important component of project delivery.

4. Clients for Which Similar Work has Been Performed

Client History and Related References Provide Further Confirmation of Small Pump Station Expertise and Ability to Meet Clients Needs

Client Name	Similar Projects Completed
Mike Sanford, Manager Mercer County Sanitation District (859) 748- 5642 mike@lakevillewater.org	Brightleaf Pump Station and Force Main Golf Resort Pump Station and Force Main
Bruce Smith Jessamine-South Elkhorn Water District (859) 885-3393 bsmith@smithlawoffice.net	Tates Creek Trailer Park Pump Station and Force Main Ash Grove Pike Trailer ParkPump Station and Force Main
Jim Maggard, PE Commonwealth of Kentucky Finance and Administration Cabinet (859) 564-3155 jim.maggard@ky.gov	Kentucky Horse Park Pump Station and Force Main Spindletop Pump Station
Ricky Jewell, Superintendent City of Bloomfield (502) 252-5746 riewell@bardstowncable.net	Victory Lane Pump Station and Force Main Bloomfield Regional Pump Station
Louisville-Jefferson County MSD John Loechle (502) 540-6209 John loechle@louisvillemsd.com Vickie Coombs (502) 540-6131 Vicki.coombs@louisvillemsd.com	Jacob School Road Pump Station

5. Similar Design Services Projects

Experience Gained during Forty Year Working Relationship with LFUCG Allows Strand to Design Cost-Effective, Sustainable Infrastructure, Meeting Current and Future Needs

Strand has been providing quality professional engineering services to LFUCG since 1968.

Strand has served LFUCG on a broad range of wastewater-related projects continuously and successfully since 1968. Services provided have included planning, design and construction-related support for wastewater process, treatment, conveyance, pumping, system controls and equipment needs, calling on all disciplines of engineering with our in-house resources. In addition, Strand is recognized for it's contributions on many small and large scale pumping stations and force mains within LFUCG's system including our recent completion of the Comprehensive Pump Station



The Spindletop Pump Station, with split wetwell design, emergency pump connection and provision for emergency generator.

Evaluation required by the EPA Consent Decree. We also possess a strong track record of service to clients related to wet weather capacity enhancement improvements for both gravity and pumped systems. As our documented experience highlights, we are extremely well-versed in both new construction and upgrades to existing facilities to improve operational performance and increase system capacity.

Approach to small scale pumping stations is sensitive to local community concerns,

In supporting the various small pumping station related needs associated with LFUCG's Remedial Measures Plan (RMP) our understanding experience and capabilities are well suited to address the various design and construction challenges for these projects and the corresponding expectations of the public. Our project history and team's experience includes specialized capabilities in the following key areas of consideration:

- Pump Selection and Hydraulics
- Surge Analysis
- Wet Well Design
- Noise and Odor Control
- SCADA Controls
- Auxiliary Power and Operations
- Aesthetics and Local Context
- Force Main Routing and Air Release Valve Placements

Kentucky Horse Park Pump Station with contextsensitive architecture and landscaping.

Our Project Team includes individuals who not only bring working knowledge of LFUCG's existing pumping station inventory, but professionals who also are in tune with the sensitivity of key design considerations with regard to the affected public. The table on the following page outlines a select listing of similar large scale pumping facility projects that reinforces our credentials to serve LFUCG's needs for this important RMP component.

Similar Desian Services Projects

			Profiles (Besediation)		
Regional Pump Station and Force Main City of Bloomfield Bloomfield, KY	2012	Complete design services, including hydraulic, pump, piping, structural, mechanical and electrical design, Also assisted with easement acquisition,	on facilities include tewater initiative.	\$2,700,000	Mark Sneve, P.E. Paul March, P.E. Michael Davis, P.E.
Nolin River Sewer Infrastructure Project Hardin County Water District No. 2 Hardin County, XY	2012	Complete design, bidding, and construction-related services.	 Three submersible pump stations with capacities of 80 gpm, 230 gpm, and 350 gpm. Forter amin is over 37,000 IF and inclides pipe ranging is size from 4-th to 8-th. Pump station facilities include a small control building, odor control feed equipment, and standby emergency generator. 	\$13,100,000 (est.)	Mark Sneve, P.E.
Bright Leaf Pump Station and Force Main Mercer County Sanitation District Harrodisburg, KY	2008	Complete design, bidding, and construction-related services while assisting with assement acquisition.	 180 gpm duplex pump station to decommission existing WWYP. Facilities include flow meter for customer billing and connection for portable emergancy generator. 7806 LF of 6" force main. 	\$487,000	Michael Davis, P.E. Liz Kuypers, P.E.
Golf Resort Pump Station and Force Main Mercer County Sanitation District Harrodsburg, KY	2003	Complete design, bidding, and construction-related services while assisting with easement acquisition.	 86 gpm duplex pump station to decommission existing WWRTP. Facilities include flow meter for customer billing and connection for portable emergency generator. \$500 LF of 3" force main. 	\$179,000	Michael Davis, P.E. Liz Kuypers, P.E.
Tates Creek Traiter Park Pump Station and Force Main Jessamine-South Eikhorn Water District Nicholasville, KY	2008	Complete design, bidding, and construction-related services while assisting with easement acquisition.	 535 gpm pump station utilizing wet well mounted, centrifugal, vacuum primed pumps. Force main is, 5200 LF of 20° PVC pipe and included two horizontal directionally creek circles crossings. Pump station facilities include access road, odor control chemical storage and feed equipment, radio telementy monitoring system and portable generator with emergency generator connection. 	\$3,261,000	Michael Davis, P.E.
Ash Grove Pike Trailer Park Pump Station and Force Main Jessamine-South Eikhorn Water District Nicholasville, KY	2008	Complete design, bidding, and construction-related services while assisting with easement acquisition.	 375 gpm duplex pump station utilizing wet well mounted, centrifugal, vacuum primed pumps. Pump station facilities includes access road, ordor control chemical storinge and feed equipment, radio telemetry monitoring system and bottslike genterator with ermogency generator connection. Pump station 6" force main discharges into 10" common force main shared with other pump station. 	\$1,365,000	Michael Davis, P.E.
Victory Lane Pump Station and Porce Main City of Bloomfield Bloomfield, KY	2008	Complete design, bidding, and construction-related services.	 400 gpm duples statue station with wet well mounted control panel float level control and generator connection. 4.100 EF off sets main sized to accommodate future long-term growth. Redirected flows to offload capacity challenged receiving system. Provided procurement assistance and grant administration for KIA project funding. 	\$262,000	Mark Sneve, P.E. Michael Davis, P.E. Paul Marcn, P.E.
CMC#2 Pump Station Upgrade City of Jeffersonville Jeffersonville, IM	2008	Complete design, bidding, and construction-related services.	 570 gpm submersible pump station including structural, mechanical, and electrical design. Small control building to house electrical controls. Tight project site bounded by two roads and active rail spur. 	\$371,000	Mark Sneve, P.E.
Parkwood Sawer Extension Phase 2 Water and Sewer Board Prichard, At.	2007	Complete design, blidding, and construction-related services.	 280 gpm submersible pump station site was constrained by nearby wetlands that require strict plans/specifications and close coordination with State and Foderal Agencies Unique access designed to allow for safe entry and exit to pump station from busy road. 	\$170,000	Paul Maron, P.E. Chuck Anderson, P.E. Michael Davis, P.E.
Jacob School Road Pump Station Louisville Metropolitan Sewer District Louisville, KY	2006	Complete dasign, bidding, and construction-related services.	 142 gpm submersible pump station including structural, mechanical, and electrical design. Pump station structure architectural features designs to match residential surroundings. Pump station facilities include odor control system and standby emergency power system. 	\$3,200,000	Mark Sneve, P.E. Michael Davis, P.E.
Auxier Pump Stations and Force Main Paintsylle Utilities Auxier, KY	2002	Complete design, bidding, and construction-related services while assisting with easement acquisition.	 Project includes two submersible pump stations and new collection system for old coal community. Pump Station No. 1 has 140 gpm capacity. Pump Station No.: 2 has 340 gpm capacity. 1500 LF of 4" and 8" force main that discharge into a common force main shared with other pump stations. 	\$1,447,000	Michael Davis, P.E.
West Van Lear Pump Stations and Force Main Paintsville Lhilities Paintsville, KY	2003	Complete design, bidding, and construction-related services while assisting with easement acquisition,	 Project includes two submersible pump stations and new collection system for old coal community. Pump Station No. 1 has 45 gpm capacity. Pump Station No. 2 has 709 gpm capacity. 13,500 if of 10° and 12° force main that discharge into a common force main shared with other pump stations. 	\$1,344,285	Michael Davis, P.E.
Kentucky Horse Park Pump Station and Forca Main Commonwealth of Kentucky Lexington, KY	7007	Complete design, bidding, construction-related services and XYTC/FHR encroachment permitting.	 Project includes 700 gpm duplex pump station with east-in-place concrete wet well and valve vault. Facilities include forze main dodr control system and on-site odor control system. 26,000 Lf of 12" force main discharges near the LCR-1 pump station. Control building provided to house chemical storage, emergency generator and control equipment. 	\$900,000	Michael Davis, P.E.
Spindletop Pump Station and Force Main Commonwealth of Kentucky Lexington, KY	7007	Complete dasign, bidding, and construction-related services.	 Project includes 100 gpm duplex submersible pump station with dual wet well design. Pump station shares common force main with Kentucky Horse Park, Pump station hydraulics accommodated wide range of pump TDH depending on flow impacts from Horse, Park pump station. 	\$129,000	Michael Davis, P.E.
Armstrong Mill Pump Station and Force Main LFUCG Lexhigton, KY	1984	Complete design, bidding, and construction-related services.	 800 gpm duplex submersible pump station with poured-in-place concrete wet well. 12" diameter force main. 	Not available	Michael Davis, P.E.
4,CG/13+Nov-12			$egin{array}{cccccccccccccccccccccccccccccccccccc$	5 Similar Design	S. Similar Decion Services Projects — Drose 12

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	Madison, WI	1946	192	Variable	a.
Local Office	Lexington, KY	1968	20	19	b.
PM Location	Lexington, KY				
Other Location	Louisville, KY	1968	26	5	c.
Subconsultants Name:	TesTech, Inc.	2/3/1997	61	5	1
Service Provided	Geotechnical/Drilling				
Headquarters	Dayton, OH	2/3/1997	45	3	7
Local Office	Louisville, KY	6/2009	3	2	1
Name:	Third Rock Consultants, LLC	1/1/2000	26	3	-
Service Provided	Environmental Consulting	21 2 17 3400			
Headquarters	Lexington, KY	1/1/2000	23	3	
Local Office	Lexington, KY	1/1/2000	23	3	_
Name:	Cultural Resource Analysts, Inc.	1983	74	Variable	7
Service Provided	Cultural Resource Studies	approximate the second			
Headquarters	Lexington, KY	1983	35	Variable	===
Local Office	Lexington, KY	1983	35	Variable	-

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.
- a. Anticipated % of Strand services performed in Madison, WI <5%
- b. Anticipated % of Strand services performed in Lexington, KY >85%
- c. Anticipated % of Strand services performed in Louisville, KY <10%

7. Disadvantaged Business Enterprise Involvement

Strand's DBE Subconsultant Plan Achieves LFUCG's Participation Goal

Our DBE Engagement Plan supports LFUCG's stated 10% goal. As a firm that supports initiatives of our local government, Strand consistently endeavors to incorporate DBE participation goals in our contracting opportunities. To this end, we are fully committed to meeting LFUCG's 10% DBE participation goal with our selected DBE subconsultants for required services and others as may be needed to fulfill this commitment. Although all other required engineering services can be provided by Strand's diverse in-house staff, we are prepared to allocate project responsibilities to additional DBE firms in meeting LFUCG's stated 10% goal.

For this project, the Strand team includes listed support from Testech, Inc.; Third Rock Consultants, LLC; and Cultural Resources Analysts, Inc. to provide essential services that augment Strand's internal capabilities. Testech, Inc. is an MBE minority-owned firm based in Louisville, Kentucky. For this project they will assume responsibility for providing geotechnical related services. Third Rock Consultants, LLC is a local WBE who will provide environmental-related services. We have also included Cultural Resources Analysts, a locally-based small business that specializes in cultural and historic environmental concerns. Common among each of these subconsultant team members is a prior working relationship with Strand on many other similar related projects.





For the entirety of project services under this Remedial Measures Program component, Strand is committed to meeting or exceeding LFUCG's 10% goal for DBE firm participation. If service opportunities are not available for a given project within the credentials listed herein for TesTech or Third Rock, Strand will first reach out to other locally-based preapproved DBE firms to solicit their support in meeting the participation goal. If we are unable to find local support, we will then reach out to other area DBE firms to meet the commitment. Rest assured, Strand is committed to fulfillment of this important contracting objective recommended by LFUCG.

8. Statement of Hourly Rates

Strand's Value Added Commitment will Provide a Measured Return on Investment in Quality Engineering Services

Our Staffing Plan & Rate Structure are Balanced to Provide Optimum Value.

We would welcome the opportunity to review and discuss our capabilities and proposed staffing in more detail and provide any supplemental information necessary to meet LFUCG's ultimate project goals and objectives. Hourly billing rates for this project are summarized in the tables below.

Strand Associates, Inc.

Position	Rate
Principal	\$210 per hour
Project Manager	\$184 per hour
Project Engineer (P.E.)	\$122 per hour
Project Engineer (EIT)	\$ 92 per hour
Engineering Technician/CAD	\$103 per hour
Survey Crew (Two-Man)	\$178 per hour
Clerical	\$ 83 per hour

Typically Expected Reimbursable Expenses

Expense Name	Expense Cost
Subconsultant	@ Cost Plus 10%
Telephone	@ Cost
Copies	\$.15 per Copy
Stakes & Lath	\$.40 per Piece
Equipment Rental	@ Cost Based on Rental Rates
Postage/UPS	@ Cost
Computer Expense	\$16 Per Hour
Color Copies	\$1 Per Copy
Wide Format Printing	\$0.30 Per Sq. Ft./\$2.05 Per Sq.Ft. Mylar
Mileage Auto	@ \$0.50/Mile
Mileage 4-Wheel Drive Truck	@ \$0.90/Mile
Confined Space Meter (Gas Detector)	\$50 Per Day
GPS	\$207 Per Day/Per Recorder
GPS Hand-Held	\$125 Per Day/Per Recorder
GPS w/Cell Phone	\$250 Per Day
Robotic Total Station	\$210 Per Day
Tripod/Winch	\$50 Per Day
TSK-Total Station Kit	\$130 Per Day



Strand Associates, Inc.

MBE WBE Participation Forms
 Affirmative Action Plan
 Equal Opportunity Agreement
 Work Force Analysis Form
Certificate of Liability Insurance



LFUCG MBE/WBE PARTICIPATION FORM Bid/RFP/Quote Reference #_33-2012

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

MBE/WBE	Work to be Performed	Total Dollar Value	% Value of Total
Company, Name,		of the Work	Contract
Address, Phone,			
Email			
1, Ricardo Brower Vice President TesTech, Inc. 11505 Commonwealth Dr Suite 104 Louisville, KY 40299 (502) 261-0462 brower@testechinc.com	Geotechnical Engineering	* see note below	* see note below%
2. Molly Foree Davis, President Third Rock Consultants, Inc 2526 Regency Road, Sulle 180, Lexington, KY 40503 (859) 977-2000 mforee@thirdrockconsultants.	Environmental Analysis	* see note below	* see note below
3.			
4.		Tota	* see note below %

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.

Strand Associates, Inc.	Muchael a. Wavis
Company	Company Representative
11/13/2012	Senior Associate/Director of Operations
Date	Title

^{*} Note: Strand is committed to meeting the 10% DBE participation goal with required listed subconsultants as noted and other as may by required based on actual project assignments.



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		***************************************	Conta	ct Person					
Strand Associates, Inc.			Michael	L. Davis, P.I	E.				
Address/Phonc/Emai 1525 Bull Lea Road, Suite 100 Lexington, KY 40511 859/225-8500 mike.davis@strand.com	t		RFP33-2	RFP Package / RFP Date RFP33-2012 Professional Engineering Services 10/22/12 -release 11/13/12 -due					
MBE/WBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performe	Method of Communicati (email, phone meeting, ad, event etc)		MBE * AA HA AS NA Female		
TesTech, Inc. 11505 Commonwealth Dr Suite 104 Louisville, KY 40299	Ricardo Brower Vice President	brower@testechinc.com	11/6/12 (Phone)	Geotechnical Engineering	Phone Email	TBD **	8(a) Certified		
Third Rock Consultants, Inc 2526 Regency Road, Suite 180, Lexington, KY 40503	Gerry Fister, PE	glister@thirdrockconsu !tents.com> (859) 977-2000	11/6/12 (Phone)	Environmental Analysis	Phone Email	TBD	WBE		
(MBE designation / A Native American) The undersigned ackr	iowledges th	at all informat	ion is accu	rate. Any 1	nisrepresentati	on may result in t	erminatio		
the contract and/or be	subject to a	pplicable Fede	a si di	ate laws co		statements and cla	ums.		
Strand Associates, Inc. Company			<u>II II Ci</u>		y Representa	utive			
11/13/2012			Senior .	Associate/D	irector of Opera	tions			

Date

Title

^{*} Note: Numerous contacts have occurred throughout the year.

^{**} Note: Strand is committed to meeting the 10% DBE participation goal with required listed subconsultants as noted and other as may by required based on actual project assignments.

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

Date

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.

<u> </u>	Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
	Sponsored Economic Inclusion event to provide networking opportunities
<u> </u>	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
payerage management and a	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.
	Contacted known MBE/WBE firms whom we have worked with on previous projects
termin	ndersigned acknowledges that all information is accurate. Any misrepresentations may result ation of the contract and/or be subject to applicable Federal and State laws concerning false ents and claims.
Strand Comp	Associates, Inc. Company Representative
11/13/2	012 Senior Associate/Director of Operations

Title

From:

Rick Brower

brower@testechinc.com>

Sent:

Friday, November 09, 2012 4:25 PM

To:

Davis, Mike

Cc:

Goodrich, Angela

Subject:

LFUCG RFP # 33-2012

TesTech has agreed to be part of the Strand Team as a sub-consultant on the LFUCG RFP to providing Geotechnical Services.

Thanks

Ricardo Brower

Vice President
TesTech
8(a)/MBE/EDGE-Certified
8534 Yankee Street Suite 2C
Dayton, Ohio 45458
(937) 435-3200 - Office
(937) 291-6549 - Fax
brower@testechinc.com
www.testechinc.com

From:

Fister, Gerry <gfister@thirdrockconsultants.com>

Sent:

Thursday, November 08, 2012 8:22 AM

To:

Woolum, Mike

Cc:

Goodrich, Angela; Davis, Mike

Subject:

LFUCG RFP # 33-2012

Mr. Woolum,

Third Rock Consultants is please to acknowledge your invitation and state our commitment as a team member to serve in a subcontractor role to provide environmental services for the Lexington Fayette Urban County's remedial measures projects.

Gerry Fister, PG | Third Rock Consultants, LLC | Mobile 859-619-1237 2526 Regency Rd | Ste 180 | Lexington, KY 40503 | 859.977.2000 101 North 7th St | Louisville, KY 40202 | 502.561.3448 511 Union St | Ste 1850 | Nashville, TN 37219 | 615.313.3996 244 N. Peters Rd #216 | Knoxville, TN 37923 | 865.694.6144

Strand Associates, Inc.

1625 Buil Lea Road, Suile 100 Lexington, KY 40511 (P) 859-225-8500 (F) 859-225-8501

Equal Employment Opportunity Policy Statement

Strand Associates, Inc.® is committed to a policy of equal opportunity for all employees. It is our policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, marital status, or any other discriminatory basis prohibited by state or federal law.

Strand is further committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this commitment, we will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other protected characteristics Therefore, all employees are encouraged to bring forth any concerns or complaints in this regard to the attention of management by contacting Human Resources, Shawn Cannon, or Ted Richards.

All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct. Any employee found in violation of this policy will be subject to disciplinary action which could include discharge.

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 Strand Associates, use Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, Inc.

Date: 11 / 13 / 2012

Categories	Total	Š	White	Ţ	Latino	Ö	Dack	₫	Other	<u> </u>	Le jo
		2	L	2	-	2	L	2	L	2	L
Administrators	12	10	-						-	10	2
Professionals	228	186	32	-		2				196	32
Superintendents											
Supervisors								Addition of the Control of the Contr			
Foremen		7.75									
Technicians	48	40	9	.		_				42	9
Protective Service											
Para-Professionals											
Office/Clerical	48	6	33		-		က	_	_	10	38
Skilled Craft											
Service/Maintenance	3	1				2				3	
Total:	339	246	72	2	-	S.	е	80	2	261	78

Prepared by: Audra Wells, H/R Coordinator

Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/12

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	C CDOUB OF HARICON	608-831-9700	CONTACT Sue Simoneau					
	S. GROUP OF MADISON 3H POINT RD., STE 201	608-831-4777	PHONE (A/C, No, E	_{Ext):} 608-831-9700	FAX (A/C, No): 608	3-831-4777		
PO BOX 4	!5470 . WI 53744-5470			ssimoneau@kleinins.cor	n			
Richard A			PRODUCE CUSTOME	R ID #: STRAA01				
				INSURER(S) AFFORDING CO	OVERAGE	NAIC #		
INSURED	Strand Associates, Inc., & PEH Engineers Shawn Cannon 1525 Bull Lea Rd, Ste. 100 Lexington, KY 40511		INSURER	A : General Casualty Insurance Co.		24414		
				B : Regent Insurance Co.				
			INSURER C : CNA Insurance Companies			20443		
			INSURER D :					
	3 ,		INSURER	E;				
			INSURER					

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 EFF	POLICY EXP	LIMIT	*^	
LIK	GENERAL LIABILITY	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE		1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			CCI0194862	01/01/12	01/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
	X XCU Cov. incl.						PERSONAL & ADV INJURY	\$	1,000,000
	X completed ops.						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC							\$	-
В	AUTOMOBILE LIABILITY X ANY AUTO			CBA0113607	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
				CDAU113007	01/01/12	01/01/13	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS		Ì				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS							\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
A	EXCESS LIAB CLAIMS-MADE			CCU0133607	01/01/12	01/01/13	AGGREGATE	\$	2,000,000
* 4	DEDUCTIBLE			0000133001	01/01/12	01/01/13		\$	
	X RETENTION \$ 10,000	<u> </u>						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- OTH- TORY LIMITS ER		
Α	AND EMPLOYERS ELABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		CWC 0650748	01/01/12	01/01/13	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	" ' ' ' '					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Professional &			AEH 11-397-40-97	07/11/12	07/11/13	ea. occur		2,000,000
	Pollution Liab.	Ì		FULL PRIOR ACTS			aggregate		2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
0000000	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 Real A Hagan



TesTech, Inc. Work Force Analysis Form Firm Profile WORKFORCE ANALYSIS FORM

Name of Organization: TesTech, Inc.

Date: 11 / 13 / 2012

Categories	T ST	Mi	White	Latiro	O		Black	Tell O	ler	P	Total
			u.	######################################	LL.		LL	M	u.		LL.
Administrators			~								•
Professionals	20	10	5			3				4	5
Superintendents								Y CAO			
Supervisors	3	3								જ	
Foremen											
Technicians	25	23	_	Average.						24	
Protective Service											
Para-Professionals											
Office/Clerical	4		4								4
Skilled Craft		7									
Service/Maintenance											
Total:	90	44	Serve Serven	2		೮				49	-

Prepared by:

Horam O' Locky 1

FIRM OVERVIEW

TesTech, Inc., an 8(a)/MBE-certified professional engineering firm, was founded in 1997and established to provide technical services for the integral components of various types of construction projects through traditional work ethics and commitment to excellence.

This commitment is demonstrated through our continued growth and today, TesTech is comprised of approximately 60 employees, with office locations operating in Ohio, Indiana, Michigan, Kentucky, and Missouri.

TesTech's staff includes professional engineers, welding inspectors, engineering technicians, surveyors and environmental scientists all of whom are specialists in their fields and certified and/or accredited by the following organizations:

- State Board of Registration for Professional Engineers and Surveyors
- American Institute of Professional Geologists (AIPG)
- American Concrete Institute (ACI)
- American Welding Society (AWS)
- Ohio Department of Transportation (ODOT)
- Indiana Department of Transportation (INDOT)
- Kentucky Transportation Cabinet (KTC)
- Michigan Department of Transportation (MDOT)
- Ohio Aggregates Association (OAA)
- Central Ohio Transportation Authority (COTA)
- National Institute for Certification in Engineering Technologies (NICET)
- Occupational Safety & Health Administration (OSHA)
- American Association of State Highway & Transportation Officials (AASHTO) (AMRL & CCRL)
- U. S. Army Corps of Engineers (USACE)
- States of Ohio & Michigan Department of Health
- National Environmental Health Association (NEHA)

Our experienced team specializes in providing the following technical services:

- Professional Geotechnical Engineering
- Independent Geotechnical Drilling
- Construction Materials Testing and Inspection
- Independent Laboratory Testing
- Environmental Site Assessments Phase I & Phase II ESAs, ESA Screenings
- Land Surveying
- Civil Engineering Services
- Construction Management

Our project experience encompasses servicing numerous airports, roadways, bridges, federal/state/local government construction, municipalities, public school systems, colleges and universities, and commercial/residential development projects throughout the Ohio, Indiana, Kentucky, Michigan, Missouri, and Pennsylvania regions.

TesTech possesses both the technical and managerial proficiency required to deliver quality services for the successful completion of your project – regardless of the magnitude or complexity – let us put our experience to work for you!



Putting our experience to work for you!

8(a) Certified Graduation 2019

OFFICE LOCATIONS:

Corporate Headquarters

8534 Yankee St., Suite 2C Dayton, OH 45458 Tel: 937-435-3200 Fax: 937-291-6549

Cincinnati Office

312 Walnut St., Suite 1600 Cincinnati, OH 45202 Tel: 513-762-7661 Fax: 513-721-4628

Columbus Office

2720 Airport Dr., Suite 100 Columbus, OH 43219 Tel: 614-418-1721

Indianapolis Office

5769 Park Plaza Court Indianapolis, IN 46220 Tel: 317-845-3133 Fax: 317-845-3131

Louisville Office

11505 Commonwealth Drive Suite 104 Louisville, KY 40299 Tel: 502-261-0462 Fax: 502-261-0677

Lansing Office

8164 Executive Court Suite C Lansing, MI 48917 Tel: 517-622-1002 Fax: 517-627-6392

Fort Wayne Office

4714 Parnell Avenue Fort Wayne, IN 46825 Tel: 260-918-2302 Fax: 260-969-1175

St. Louis Office

1033 Corporate Square Drive St. Louis, MO 63132 Tel: 314-292-6944



Third Rock Consultants, LLC Work Force Analysis Form Firm Profile

WORKFORCE ANALYSIS FORM

Date: 11 / 13 / 2012 Name of Organization: Third Rock Consultants, LLC

Categories	Total	Š	White	T T	Latino	<u>m</u>	Black	ō	Other	To	Total
		A	u	S	L.	Z	41.	2	LL.		L
Administrators	1		_								
Professionals	7	3	4								
Superintendents										-	
Supervisors	*****		-								
Foremen											
Technicians	7	4	3								
Protective Service											
Para-Professionals	80	4	4								
Office/Clerical	2		2								
Skilled Craft											
Service/Maintenance											
Total:	26	11	15								

Prepared by: Molly Foree Davis, President
Name & Title



Third Rock Consultants, LLC (Third Rock), with offices is Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in the fall of 2000 in response to the increased need for innovative, yet professional environmental consulting services. Third Rock is recognized as a leading environmental firm in our region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Our services have focused on support services for engineering projects, biological and ecological analyses, environmental permitting, stream mitigation design, and NEPA documentation. Third Rock serves a wide range of private and public clients, including water quality focused projects for the Division of Environmental Quality and Public Works. Our staff is well versed in the consent decree and remedial measures plans that have been developed and is prepared to provide the services needed to support the engineering professionals that will advance them.

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

Contact Information:

Molly Foree Davis, President <u>mforee@thirdrockconsultants.com</u> <u>www.thirdrockconsultants.com</u>

Main Office:

2526 Regency Road, Suite 180, Lexington, KY 40503

P: 859-977-2000 F: 859-977-2001



WORKFORCE ANALYSIS FORM

Name of Organization: Cultural Rescurce Analysts, Inc.

Date: 11 / 13 / 2012

Categories	Total	3	White	Ē	atino Timo	Ď	TO TO	ð	Q. Per	Į į	i co
		W	L	Econ Econ	LL	2	Ш		Ш	8	r-
Administrators	6	8	4							8	
Professionals	42	30	12							30	12
Superintendents		and the state of t		***************************************							
Supervisors	8	2	4				Y ***		Account	2	9
Foremen		and the control of th				· · · · · · · · · · · · · · · · · · ·					
Technicians	8	9	2							9	7
Protective Service											
Para-Professionals											
Office/Clerical	-		-							T	
Skilled Craft				1							
Service/Maintenance					The state of the s						
Total:	68									47	21
				***************************************							-

Prepared by: Bridgette A. Robinson-Director of Human Relations Name & Title

Cultural Resource Analysts, Inc. General Qualifications

Since 1983 Cultural Resource Analysts, Inc. (CRA) has provided assistance on National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance requirements to various federal, state and local agencies, including LFUCG. NHPA assistance has ranged from survey and evaluation strategies and requirements (Section 110), to Section 106 consultation requirements, to the development, negotiation, and implementation of mitigation plans. CRA completes research and survey on thousands of historic properties each year and we are skillful in recommending determinations of National Register eligibility, complying with the Secretary of the Interior's Standards for the Treatment of Historic Structures, and in facilitating regulatory compliance. Our NEPA assistance includes collecting and organizing documentation pertaining to Section 106 coordination in order to complete and append the appropriate sections of NEPA documents. CRA is familiar with the NEPA review process and levels of compliance and is proficient in integrating the NEPA process and the Section 106 process.

The company headquarters are located in Lexington, Kentucky, and we have satellite offices in Colorado, Illinois, Indiana, Ohio, Louisiana, New Mexico, Tennessee, Virginia, West Virginia, and Wyoming. We have completed over 5,600 individual cultural resource management projects for a wide variety of clients throughout the United States. The company has 74 full-time, permanent employees, and we maintain a contact list of over 100 highly-qualified field technicians that have worked for CRA over the past five years. Current full-time archaeology staff at CRA includes 22 Principal Investigators, 20 Field Supervisors, and 12 Field Archaeologists and Laboratory Specialists. Our archaeology team consists of individuals specializing in GIS and other geospatial mapping and analysis, remote sensing and geophysical survey, bioarchaeology, geoarchaeology, paleoethnobotany, prehistoric ceramic technology and replication, prehistoric lithic technology and replication, and zooarchaeology. All archaeological principal investigators or field supervisors at CRA holding master or doctorate degrees are Registered Professional Archaeologist (RPA).

CRA's nine architectural historians/historians (including four principal investigators) offer the full range of technical expertise for the identification, evaluation, documentation, and protection of historic buildings, structures, cemeteries, and landscapes. All of CRA's key personnel meet or exceed the Department of the Interior's Professional Qualification Standards for archaeology, architectural history, or history (36 CFR 61). Other support staff consist of 5 team members in our Information Technology/CADD/GIS departments, 4 team members in our Publications department (report editing, layout, and production), and 10 team members in our Executive Management and Administration departments.

CRA has the staffing, experience, equipment, and facilities to efficiently perform multiple task orders on a wide variety of sites located worldwide. As a Small Business firm providing the full range of services, CRA does not need the extensive use of subconsultants to complete the majority of task orders and is capable of providing cultural resource support for all aspects of any contract. We invite you to visit CRA's website for additional information at www.crai-ky.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		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		Charles Martin
Telephone		859-425-2438
Fax		859-254-7787
E-Mail		chmartin@lexingtonky.gov
Task Name: Task ID: SCOPE OF WORK/DEI See Attached	LIVERABLES	
SCHEDULE OF WORK	ζ	
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.