



**THELEN ASSOCIATES, INC.**

Geotechnical • Testing Engineers

• 125 Trade Street, Suite D, Lexington, Kentucky 40511-2616 / 859-226-0761 / Fax 859-226-0763

[www.thelenassoc.com](http://www.thelenassoc.com)

Offices

Erlanger, Kentucky  
Lexington, Kentucky  
Cincinnati, Ohio  
Dayton, Ohio

March 25, 2014

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

**Re: Response to Invitation to Bid #54 - 2014  
Construction Materials Sampling, Testing & Special Inspections**

Ladies and Gentlemen:

We are pleased to submit our proposal for the referenced matter. We have prepared our proposal in accordance with instructions provided with the Invitation to Bid. All attachments, including signed addendums, affidavits, and other forms as required in the instructions, are included behind the Exhibit tab.

We have enjoyed working with the Lexington-Fayette County Urban Government over the past several years and look forward to continuing our working relationship.

Respectfully submitted,  
**THELEN ASSOCIATES, INC.**

Lee J. Czor, P.E.  
Central Kentucky Branch Manager

PSL:tmk

INVITATION TO BID

Bid Invitation Number: #54-2014

Date of Issue: 3/11/14

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/25/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: West Hickman WWTP

Bid Security Required: \_\_\_ Yes X No      Performance Bond Required: \_\_\_ Yes X No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Quantity	Commodity/Service
<b>Price Contract</b>	<b>Construction Materials Sampling, Testing, &amp; Special Inspections</b>

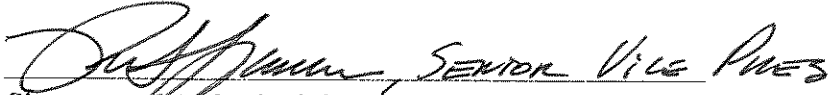
<p style="text-align: center;"><b>Check One:</b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><b>Proposed Delivery:</b></p> <p>_____ days after acceptance of bid.</p>
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<b>Procurement Card Usage</b>
<p><input checked="" type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by:

THELEN ASSOCIATES, INC.  
Firm  
125 TRADE STREET, SUITE D  
Address  
LEXINGTON, KY 40511  
City, State & Zip

**Bid must be signed:  
(original signature)**

  
Signature of Authorized Company Representative – Title  
PAUL S. LARSEN  
Representative's Name (Typed or printed)  
859-226-0761  
Area Code - Phone – Extension      Fax #  
PLARSEN@THELENASSOC.COM  
E-Mail Address

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, Paul S. Larsen, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Paul S. Larsen and he/she is the individual submitting the bid or is the authorized representative of

THEVEN ASSOCIATES, INC.

the entity submitting the bid (hereinafter referred to as "Bidder").

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

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

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

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

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

7. Bidder 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.

[Signature]

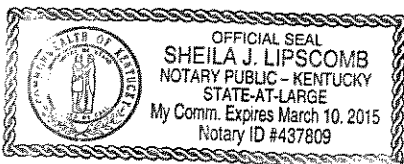
STATE OF Kentucky

COUNTY OF Boone

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

by Paul S. Larsen on this the 24th day of March, 2014.

My Commission expires: March 15, 2015



[Signature]  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:  
  

**“Bid on #54-2014 Construction Materials Sampling, Testing, & Special Inspections”**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified /cashier's check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time

period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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 sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. 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 provisions of the non-discrimination 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 and women - Information required

- (1) *For the length of the contract, each contractor shall hire minorities and women from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities or women 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 or woman 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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government

regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for an initial term of five (5) year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional two (one-year) renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (Space Checked Applies)
  - (XX) 1. Upon request, revised unit prices may be submitted at the beginning of each calendar year and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be the responsibility of the requesting party. No price adjustments will be made once a specific project has been initiated.
  
- C. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- D. Termination of Contract – see (Section 6 – General Considerations) in the attached Engineering Services Agreement.



## **LFUCG Non-Appropriation Clause**

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

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

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

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

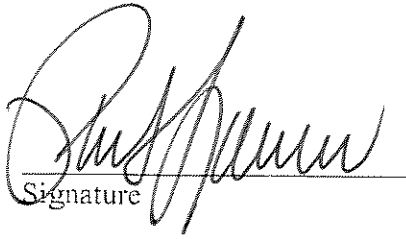
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response, 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: see Section 6 – **GENERAL CONSIDERATIONS** in the attached **Engineering Services Agreement**.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 – see Section 6.4 in the attached **Engineering Services Agreement**.
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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

MARCH 24, 2014  
Date

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

  
\_\_\_\_\_  
Signature

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

WORKFORCE ANALYSIS FORM

Name of Organization: THELEN ASSOCIATES, INC. Date: 3, 24, 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2	2								2	
Professionals	18	14	2					2		16	2
Superintendents											
Supervisors	6	6								6	
Foremen											
Technicians	50	46	1			1		2		49	1
Protective Service											
Para-Professionals											
Office/Clerical	12	1	8				2	1		2	10
Skilled Craft											
Service/Maintenance	2	1	1							1	1
Total:	90	70	12			1	2	5		76	14

Prepared by: Paul S. Hansen, Senior Vice President  
Name & Title



LFUCG MWDBE PARTICIPATION FORM  
 Bid/RFP/Quote Reference # 54-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. INTEGRATED ENGINEERING 166 Prosperous Place SUITE 220 DEXINGTON, KY 40509	CIVIL/SURVEY SERVICES.	—	—
	INTENTION IS TO SUBCONTRACT		
3.	10% to the Above Subconsultant.		
4.			

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

THELEN ASSOCIATES INC  
 Company

Paul S. Larsen  
 Company Representative

MARCH 24, 2014  
 Date

SENIOR VICE PRESIDENT  
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 54-2014

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

\_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where



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

- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

THELEN ASSOCIATES, INC.

Company

Paul S. Larsen

Company Representative

MARCH 24, 2014

Date

SENIOR VICE PRESIDENT

Title

**Bid Submittal:**

The Bid shall be structured with four sections as follows:

Section 1 -- **Cover Letter:** Letter of Interest - One page maximum.

Section 2 -- **Firm Qualifications:** Identify the location of the local office, contact information (local office address and contacts), and required local office/laboratory accreditations and certifications - Two pages maximum.

Section 3 -- **Project Team Qualifications:** Provide a spreadsheet identifying the Project Manager, Project Engineer(s), and all field and laboratory technicians. The spreadsheet, shall for each person, identify their position, office location, contact information (cell or office phone and email address), and required qualifications - Two pages maximum.

Section 4 -- **Fee Section:** The fee section shall be completed in the attached Excel spreadsheet and the printed spreadsheet shall be submitted in a sealed envelope attached to the Bid. If Minimum Qualifications are met, the contract will then be awarded based on Total Base Bid submitted on the Excel Pricing Page. **The LFUCG's decision on the bid amount is final.**

SECTION 1

<b>FIRM QUALIFICATIONS</b>		
<b>Local Office / Laboratory</b> – The Firm’s local office and fully equipped laboratory shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.	Minimum Requirements Met	
	Yes	No
<b>Firm Laboratory</b> – The Firm’s Laboratory shall have the following certifications and accreditations:		
• AASHTO R-18: Quality Management System for Construction Materials Testing Laboratories	✓	
• ASTM E329: Standard for Agencies Engaged in Construction Inspection Testing, and Special Inspections	✓	
• ASTM D3740: Minimum Requirements for Agencies Engaged in Testing of Soils and Rock	✓	
• ASTM: C1077 Standard for Agencies Engaged in Testing of Concrete and Concrete Aggregates	✓	
• CCRL: Inspected by the Cement and Concrete Reference Laboratory	✓	
• AMRL: Inspected by the AASHTO Materials Reference Laboratory	✓	
• AASHTO Accreditation or Equivalent Accreditation	✓	

<b>PROJECT TEAM QUALIFICATIONS</b>		
	Minimum Requirements Met	
	Yes	No
<b>Project Manager</b>		
• Engineer licensed to practice in the field of geotechnical engineering in the Commonwealth of Kentucky	✓	
• Minimum of seven (7) years of experience	✓	
• Assigned to Local Office (as defined above)	✓	
<b>Project Engineer(s)</b>		
• Engineer(s) licensed to practice in the field of geotechnical or civil engineering in the Commonwealth of Kentucky	✓	
• Minimum of four (4) years of experience	✓	
• Assigned to Local Office (as defined above)	✓	
<b>Field Technician(s)</b>		
• American Concrete Institute (ACI) Level I Certification	✓	
• National Institute for Certification of Engineering Technologies (NICET) Soils Technician Level II	✓	
• NICET Concrete Technician Level I	✓	
• Assigned to Local Office (as defined above)	✓	

**Scope of Services**

The Scope of Services shall include but not be limited to:

**Field Tests**

- Subgrade moisture/density (ASTM D6938)
- Engineered fill moisture/density (ASTM D6938)
- Air Content for freshly mixed concrete (ASTM C231)
- Slump Test for freshly mixed concrete (ASTM C143)
- Preparing and Curing Concrete Cylinders for Compressive Strength Testing (ASTM C31)
- Preparing and Curing Grout Cubes for Compressive Strength (ASTM C109)

**Laboratory Tests**

- Compressive Strength for Concrete Cylinders (ASTM C39)
- Compressive Strength for Grout (ASTM C109)
- Other Soils Tests may include
  - Moisture Content (ASTM D2216)
  - Particle Size Distribution (ASTM D422)
  - Atterberg Limits (ASTM D4318)
  - Plasticity Index (ASTM D4318)
  - Soil Classification (ASTM D2487)
  - Density-Permeability (ASTM D5084)



## FIRM INTRODUCTION

THELEN ASSOCIATES, INC. (THELEN) was established in 1971 to provide a local service to the Northern Kentucky / Greater Cincinnati Area. The firm has since grown to become a regional service provider to all of Kentucky, Ohio, Indiana and the Midwest. THELEN specializes as Geotechnical-Testing Engineers and as Construction Materials Testing Laboratories.

**Headquartered in Erlanger (Boone County), Kentucky**, THELEN has approximately 100 employees including geotechnical engineers, geologists, field and laboratory technicians, drillers, and support staff personnel. **Branch offices are located in Lexington, Kentucky** and Cincinnati and Dayton, Ohio. THELEN projects include Airports, Public Utilities; Water/Wastewater Transmission Pipelines, Treatment Plants and Pump Stations; Tunnels; Trenchless Pipeline Installations; Commercial, Residential and Industrial Developments; Institutional Buildings/Complexes; Transportation Facilities; Levees/Dams (FEMA); U. S. Army Corps of Engineers Facilities; Landfills (AML); and Major Sports Facilities.

As Geotechnical Engineers, we perform subsurface explorations for building sites, pipelines, landslides, highways, AML reclamation sites, tunnels, dams, levees and other earth-bearing structures. We provide a complete service beginning with exploratory test drilling, drilling supervision, field and laboratory testing, and engineering analyses; and ending with a specific and comprehensive engineering report.

As Construction Materials Testing Laboratories and Testing Engineers, we perform field and laboratory testing and field review of soils, concrete, asphalt, steel, fireproofing and roofing installations. These services are performed by our engineering staff and a wide range of certified engineering technicians. In-House Drilling Operations (9 drilling rigs) and Accredited Soil Mechanics and Materials Testing Laboratories allow us to better serve our clients.



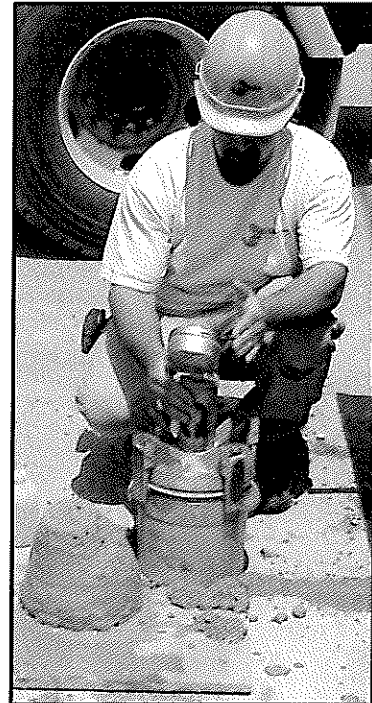
125 Trade Street  
Suite D  
Lexington, Kentucky

Mr. Lee J. Czor, P.E.  
Branch Manager

THELEN's Mission is to provide geotechnical engineering, consulting services and related drilling and materials testing to our Clients using innovative techniques through a team effort. We pride ourselves with our personal interest in every project and our concern for providing the Owner with quality service, which results in economical design data for the Engineer or Architect, and practical construction techniques for the Contractor. While trying to maintain this position, we stand firm on our integrity; *the foundation of our business.*

### Accreditations and Certifications

- Small Business Enterprise (SBE), Federal
- Prequalified by the Kentucky Transportation Cabinet (KTC), West Virginia Department of Transportation (WVDOT), Ohio Department of Transportation (ODOT), Ohio Department of Natural Resources (ODNR) and Indiana Department of Transportation INDOT)
- **Accredited by the American Association of State Highway Transportation Officials (AASHTO) for Quality Systems AASHTO R-18, ASTM C1077, D3740, and E329.**
  - **AASHTO Materials Reference Laboratory (AMRL) Inspected**
  - **Cement and Concrete Reference Laboratory (CCRL) Inspected\*\***
- US Army Corps of Engineers (USACE) Validated Laboratory
- Approved by the Ohio Department of Commerce
- Drilling Crews are 40-hour OSHA HAZWOPPER trained and complete annual 8-hour refresher training
- National Institute of Certified Engineering Technicians (NICET)
  - Levels I and II Asphalt
  - Levels I, II and III Soils
  - Levels I and II Concrete
- KTC Level I Soil Technicians; KTC Asphalt Field Technicians; KTC Grade & Drain Level II Technicians; KTC Levels I and II Aggregate and Sampling Technicians; KTC SuperPave Plant Technologists; KTC Structures Inspectors Level I; and KTC Pavement Making Inspection Technicians
- American Concrete Institute (ACI) Concrete Field Testing - Grade I Technicians; ACI Concrete Laboratory Testing Level I Technicians; ACI Concrete Strength Testing Technicians; ACI Aggregate Testing Level I Technicians
- Kentucky Ready Mixed Concrete Association (KRMCA) Level II Concrete Technicians
- National Ready Mixed Concrete Association (NRMCA) Assistant Field Inspector and Inspecting Engineer
- Ohio Aggregates & Industrial Minerals Association (OAIMA) Levels I and II Aggregate Technician
- American Welding Society (AWS) Certified Welding Inspectors
- International Code Council (ICC) Spray-Applied Fireproofing Special Inspectors; ICC Structural Masonry Special Inspectors; ICC Reinforced Concrete Special Inspectors; and ICC Structural Steel & Bolting Special Inspectors





# PROJECT TEAM QUALIFICATIONS

**Project  
Manager/Engineer:**

Mr. Lee J. Czor, P.E.

- Registered Professional Engineer in Kentucky, Ohio, and Indiana
- Over 15 Years of Experience

**Office Location:**

125 Trade Street  
Suite D  
Lexington, Kentucky

**Phone/Fax/Email:**

Ph.: (859) 226-0761  
Fax: (859) 226-0763

lczor@thelenaassoc.com

**Field Technicians**

<u>Technician Name</u>	<u>Office Location</u>	<u>Phone No.</u>	<u>Required Qualification</u>
Matthew Barker	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
Seth Davis	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
Doug Fields	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
Chad Hutchens	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
Phil Kegley	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
Dennis Leneave	Lexington	(859) 226-0761	ACI I, NICET Soils II, NICET Concrete I
<hr/>			
* Mike Perkins	Erlanger	(859) 746-9400	ACI I, NICET Soils II, NICET Concrete I
* Keith Pryse	Erlanger	(859) 746-9400	ACI I, NICET Soils II, NICET Concrete I
* Paul Reed	Erlanger	(859) 746-9400	ACI I, NICET Soils II, NICET Concrete I
* Chris Wilhelm	Erlanger	(859) 746-9400	ACI I, NICET Soils II, NICET Concrete I
* Kalen Wolfe	Erlanger	(859) 746-9400	ACI I, NICET Soils II, NICET Concrete I

***\*Additional Staff from other offices that meet required qualifications will be available on an as needed basis.***


# Concrete Materials Sampling and Testing Fee Proposal

No.	Description	Quantity	Unit	Unit Price	Total
1.	Field Technician Services to Include Concrete Air Tests* Concrete Slump Tests* Concrete Cylinders Made* Mortar Cubes Made*	4,160	Hourly Rate	\$40.00	\$166,400.00
2	Concrete Cylinders Broken	1,000	Each	\$12.00	\$12,000.00
3	Mortar Cubes Broken	50	Each	\$8.50	\$425.00
4	Monthly Report by PE or PM	24	Each	\$210.00	\$5,040.00
Total Base Bid					\$183,865.00

Other Prices for Tests	Quantity	Unit	Unit Price
Subgrade Moisture/Density (Soil)*	N/A		
Engineered Fill Moisture/Density (Aggregate)*	N/A		
Moisture Content (Soil)*	N/A		
Particle Size Distribution (Soil)	25	Each	\$120.00
Atterberg Limits	25	Each	\$30.00
Plasticity Index	25	Each	\$30.00
Soil Classification	25	Each	\$30.00
Density - Permeability	25	Each	\$400.00

Hourly Rates	Unit Price
Project Manager	\$115.00
Professional Engineer (P.E.)	\$105.00
Field Technician	\$40.00
Laboratory Technician	\$40.00
Clerical	\$40.00

\* Included In Field Technician Services

Signed:   
 Title: SENIOR GEOTECHNICAL ENG./BRANCH MGR  
 Date: MARCH 24, 2014

Printed: LEE J. COR  
 Firm: THELEN ASSOCIATES, INC.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: 54-2014

Date: March 24, 2014


Subject: **Construction Materials Sampling, Testing,  
and Special Inspections**

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

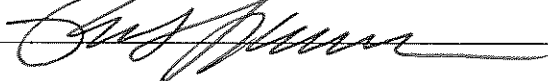
Questions	Answers
A question with regard to the pricing spreadsheet. A number of the tests that are listed as a per unit item are things we perform as part of our hourly fee without additional charges. I am referring to the concrete field tests, making of mortar cubes, and the moisture testing of soils and aggregate.	SEE ATTACHED REVISED SECTION II – BID MUST BE SUBMITTED USING THIS FORM OR BID WILL NOT BE ACCEPTED
Additionally the bid docs refer to paying technician overtime which implies that we will be invoicing on an hourly basis for field work rather than on a per test basis.	
A clarification is needed on how we will be invoicing for field work - per hour or per test - and if per hour how we need to itemize the tests that have no additional cost associated with them.	

*Todd Slatin*   
Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: THELEN ASSOCIATES INC

ADDRESS: 125 TRADE STREET, STE A, LEXINGTON, KY 40511

SIGNATURE OF BIDDER: 





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: 54-2014

Date: March 24, 2014


Subject: Construction Materials Sampling, Testing,  
and Special Inspections

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

**Bid Opening Date has been changed to Friday, March 28, 2014,  
same time and location.**

*Todd Slatin* 

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: THELEN ASSOCIATES INC

ADDRESS: 125 TRADE STREET, STE A, LEXINGTON, KY 40511

SIGNATURE OF BIDDER: *[Signature]*