

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

09/20/12

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

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

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


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

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

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

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

The City of Bowling Green, its elected and appointed officials, employees and volunteers are included as additional insured for liability performed by or on behalf of the Service Provider entering into this contract for service including the insured's general supervision of the premises owned, occupied or used by the Service Provider entering into this contract.

<b>CERTIFICATE HOLDER</b>  CITY OF	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# CERTIFICATE OF LIABILITY INSURANCE

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

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

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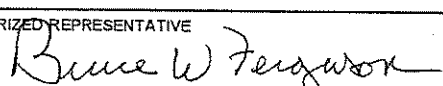
<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway  P.O. Box 23790 Louisville KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343      FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kenvirons, Inc. 452 Versailles Rd.  Frankfort,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

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

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

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**



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

**STATEMENT OF QUALIFICATIONS  
RFP #33-2012  
Professional Engineering Services  
Category 2-Dig and Replace Lines**

November 13, 2012

PREPARED BY:



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

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November 13, 2012

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

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

Dear Mr. Slatin:

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

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

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

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

Respectfully Submitted,  
KENVIRONS, INC.

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

R. Vaughn Williams, P.E.  
President

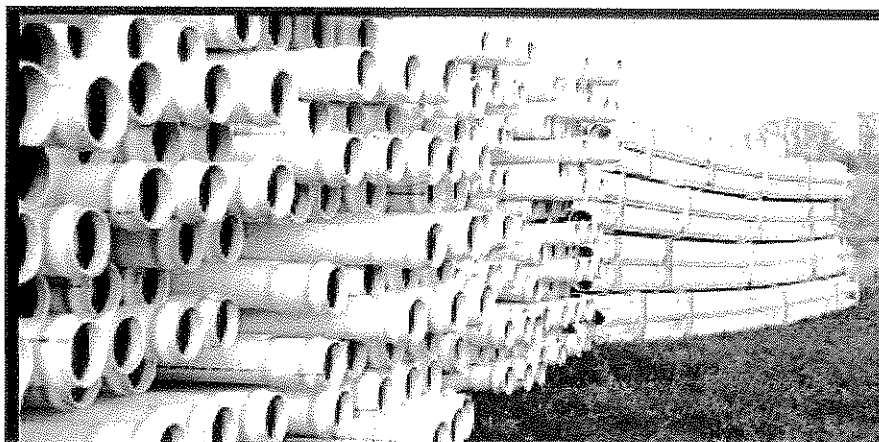
## **FIRM QUALIFICATIONS**

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

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

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

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



**Kenvirons**

Civil and Environmental Engineers



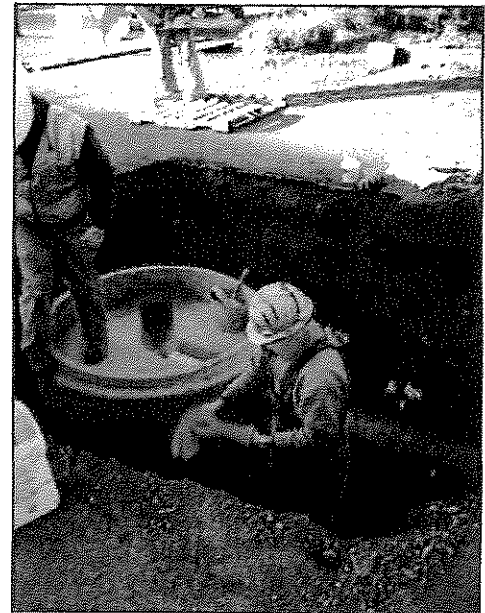
## **Dig and Replace Pipelines (Category 2) – Project Qualifications**

Kenvirons' proposed project team engineers have excellent experience with a wide range of sizes, types, and project conditions for dig and replace, parallel, and new / replacement gravity sewers with manholes and/or junction chambers. Individual team member experience runs the gamut from typical 8" collector sewers up to 120" interceptor sewers, and includes construction depths ranging from 4'-5' down to 35'-40'. Kenvirons team members are very familiar with the challenges of acquiring easements in existing developed areas, and with the complexities of construction in existing developed areas when replacing, rehabilitating, up-sizing, or paralleling existing collector or interceptor sewers. With an average of almost 30 years of experience among the key Kenvirons team members, we have the savvy and expertise learned over those 30 years to anticipate and avoid the typical pitfalls common to these types of projects. A sample of the variety of types and sizes of recent similar projects are included in the "Similar Projects" section of this Statement of Qualifications.

Phil Meador has been selected to lead the Kenvirons team's efforts as the team's project manager, and will draw upon his sewer pipeline and construction experience dating back to the mid-1970s, as well as his familiarity with the LFUCG sanitary sewer system problems and issues. Phil's knowledge and expertise with pipe materials, bedding requirements, and installation techniques will be particularly invaluable with larger diameter sewer lines to ensure overall stability and long-term pipeline integrity. Vernon Shanklin and Eddie Brown will be the senior project engineers for the team, lending their respective 36 years and 26 years of experience to the team's efforts. Vaughn Williams will be the Principal-in-Charge, provide QA/QC for the team's deliverables, and as Kenvirons President, ensure all manpower and necessary resources needed for the project are made available. Sub-consultants will be selected from our proposed group of Lexington-based subs based on the specific project scopes, and as needed to reach or exceed LFUCG's goals for DBE/MBE/WBE participation and contribution to the projects.

Projects of this type require a thorough knowledge and understanding by the team of the project site and conditions, starting with the review of the existing mapping, and all construction and/or record drawings of the infrastructure in the project area. The team will also "walk the job", as is Kenvirons practice, to take note of any visible issues and surface conditions that may affect the design. This effort will be undertaken in order to provide as accurate an estimate as practical for negotiation of the man-hours needed to provide the design and construction services needed to deliver the Division of Water Quality an effective design solution on time and within the budgetary guidelines established for each project. Kenvirons typically bases our fee estimates primarily on the RD fee curves, and would propose to utilize those "tried and true" guidelines for the Consent Decree projects outlined in the RMP for which we are selected.

The Kenvirons team, and our selected sub-consultants, have the combination of expertise, experience, and savvy to tackle the "Dig and Replace Pipelines" category projects, and to keep them on track from inception through completion to the satisfaction of the Division of Water Quality. We are committed to excellence in our work, and that is the hallmark and legacy of Kenvirons' 36-year history. We look forward to putting that experience, expertise, and commitment to work in assisting the Division of Water Quality with Consent Decree compliance as economically, and in as timely a manner as is practical.



## **Kenvirons Project Team**

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

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

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

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

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

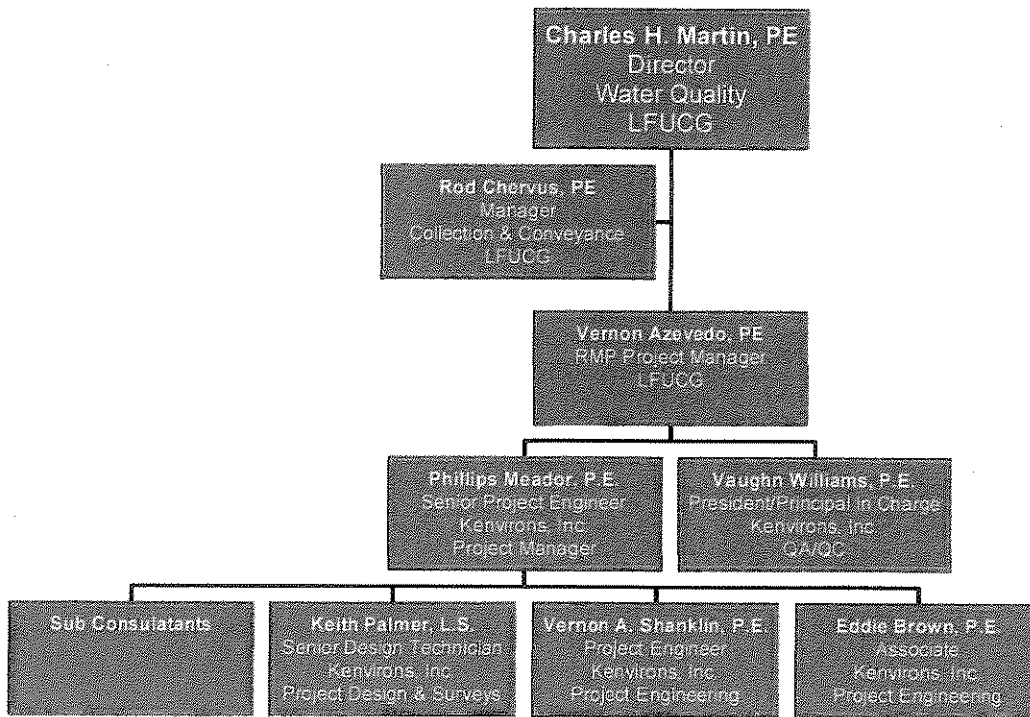
Risk Management: Kenvirons has assembled the proposed project team with seasoned professionals in each key role. Any of the four key Kenvirons engineering professionals on the team is well qualified and more than capable of assuming the role of project manager, should that become necessary. Kenvirons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

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

**Kenvirons**

Civil and Environmental Engineers

# LFUCG Division of Water Quality Kenvirons Project Team



## List of Sub Consultants

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

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

# PHILLIPS MEADOR, P.E.

## POSITION

Senior Engineer/Project Manager

## EDUCATION

B.S. Civil Engineering  
University of Kentucky, 1979

## REGISTRATION

Professional Engineering Licenses:  
Kentucky  
Indiana



## PROFESSIONAL AFFILIATIONS

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

## EXPERIENCE

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

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

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

### **POSITION**

President

### **EDUCATION**

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

### **REGISTRATION**

Professional Engineering License:

- Kentucky

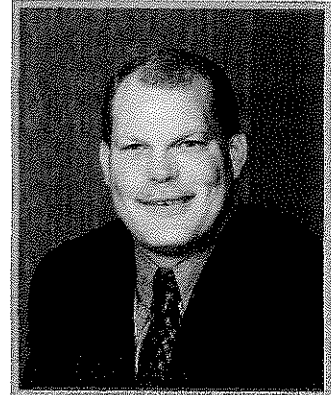
### **PROFESSIONAL AFFILIATIONS**

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

### **EXPERIENCE**

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

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



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

### **POSITION**

Associate

### **EDUCATION**

B.S. Civil Engineering  
University of Kentucky, 1986



### **AFFILIATIONS**

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

### **REGISTRATION**

Professional Engineering License:  
• Kentucky

### **EXPERIENCE**

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

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

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

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

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

## VERNON SHANKLIN, P.E., PLS

### POSITION

Senior Engineer

### EDUCATION

B.S. Civil Engineering, Purdue University, 1976

B.S. Land Surveying, Purdue University, 1976

### REGISTRATION

Professional Engineering Licenses:

- Kentucky
- Indiana

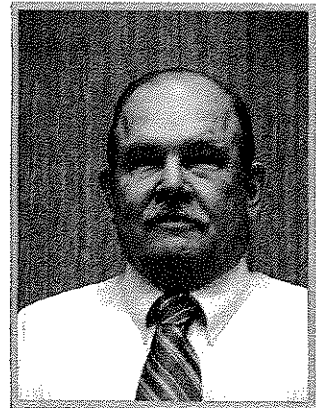
Professional Land Surveyor:

- Indiana

### EXPERIENCE

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

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



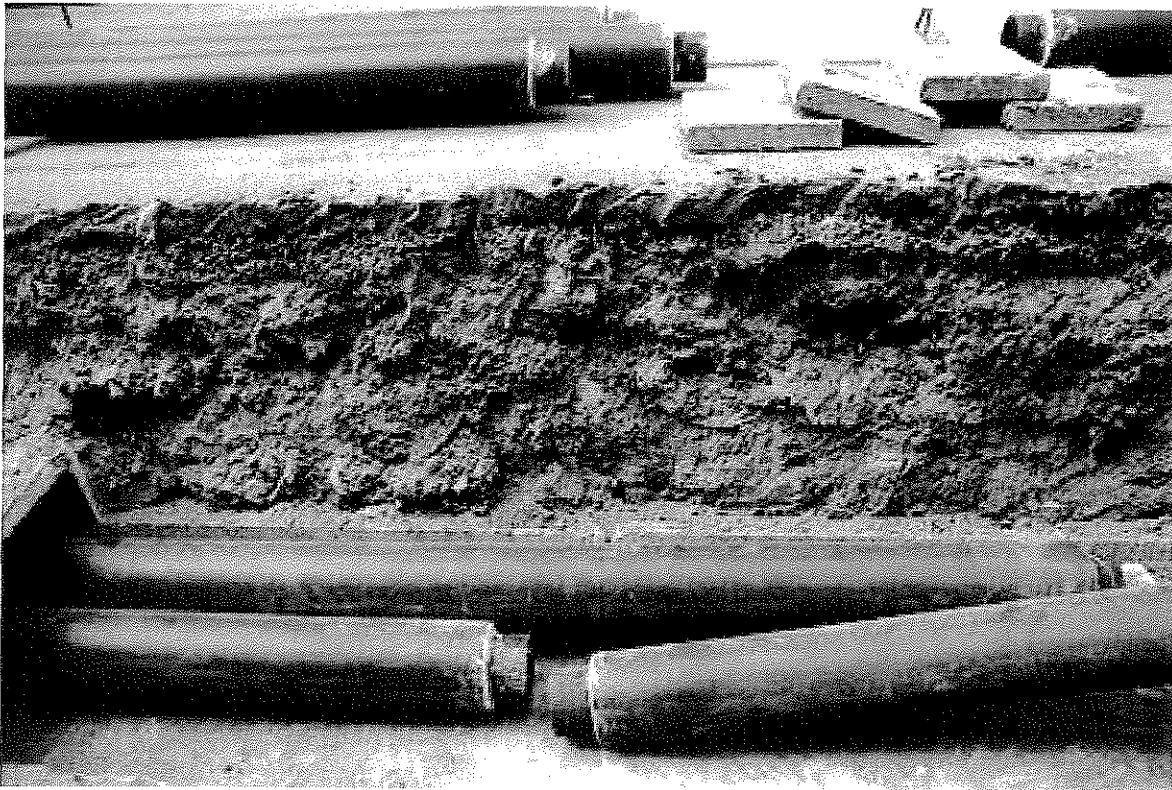
## **CLIENT LIST—Dig and Replace Pipelines**

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

City of Cincinnati Metropolitan Sewer District  
Mr. Rick Anderschat, P.E.  
513-244-1396

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

City of West Point, Kentucky  
Mayor William Ash  
502-922-4260





**Project Name:** Kemper Lane Sewer Replacement

**Consulting Fee:** \$47,344 (Lump Sum)

**Estimated Construction Cost:** \$1,010,733

**Bid Construction Cost:** Owner securing R/W/Easements

**Final Construction Cost:** N/A

**Key Project Personnel:** Phillips Meador, P.E., Project Manager  
Vernon Shanklin, P.E., L.S



**Project Description (including specific project responsibilities and technical approach):** Designed replacement of approximately 700 LF of existing 72" X 48" elliptical brick, 36" circular brick and 3' X 4' rectangular stone sewers approximately 25' deep in close proximity to existing residences and multiple storm sewers, water, gas and electric lines. Services included review of existing Cincinnati MSD inspection and maintenance reports/videos/mapping/update survey information and elevations, hydraulic design of the replacement sewer, preparation of plans and specifications and permitting with Ohio EPA.

**Client/Reference Contact Information:**

Metropolitan Sewer District of Greater Cincinnati (MSDGC)  
513-244-1396  
Mr. Rick Anderschat, P.E.



**Project Name:** Sanitary Sewer Rehabilitation—Drainage Area "C"

**Consulting Fee:** \$40,700 (RD Fee Curves and including Inspection Services)

**Estimated Construction Cost:** \$170,600

**Bid Construction Cost:** \$196,900

**Final Construction Cost:** \$170,436 (Change Order reduction requested by Owner)

**Key Project Personnel:** Project Manager: Phillips Meador, P.E.  
Principal-In-Charge: Doug Griffin, P.E.

**Project Description:** Kenvirons designed the replacement and rehabilitation of the critical segments of the sanitary sewer system within Drainage Area "C". The replacement and rehabilitation included sanitary sewer lines, manholes, surface drainage ways, reconnection of existing services, maintenance of services, pavement repairs and landscaping restoration. The majority of the project was dig and replace, with some slipling and in place manhole repairs.

**Project Milestones:** Runtime for the pump station serving this sewer shed has been cut by approximately 90%.

**Client/Reference Contact Information:**

City of West Point  
Mayor William Ash  
502-922-4260

**Project Name:** Vicco Collection & Conveyance Sewer Improvements—Phase I

**Consulting Fee:** \$48,000

**Estimated Construction Cost:** \$347,000

**Bid Construction Cost:** \$254,000

**Final Construction Cost:** \$329,000 (Includes scope to utilize EPA Grant Funds.)

**Key Personnel of Project:** Vernon A. Shanklin, P.E., Senior Project Engineer

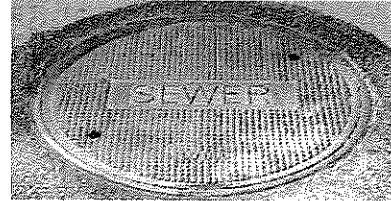
**Project Description (including specific project responsibilities and technical approach):** Cleaning, inspection (televised) and rehabilitation of 3,700 L.F. of aged 8" vitrified clay pipe (VCP). Gravity sewer main, including 1,500 L.F. of PVC main replacement, 1,900 L.F. of HDPE mainliner, six (6) replacement manholes, two (2) replacement gravity stream crossings and re-pipe/re-build one (1) 100 gpm sanitary sewer pumping station. Project resulted in 30—40% measured reduction in Vicco Wastewater Collection System I/I and eliminated a frequent sanitary sewer overflow (SSO) condition.

**Client/Reference Contact Information:**

City of Vicco

606-476-2414

Utilities Superintendent: Phillip Maggard



**Project Name:** Fruit of the Loom Gravity Sewer Extension

**Consulting Fee:** \$6,768

**Estimated Construction Cost:** \$19,350

**Bid Construction Cost:** City constructed with in-house forces

**Final Construction Cost:** Pending

**Key Personnel of Project:** Principal in Charge: R. Vaughn Williams, P.E.,

Project manager: Eddie W. Brown, P.E.

**Project Description:**

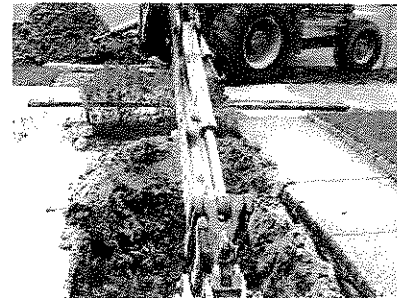
Project included planning and development, plans and specifications, easement assistance, and construction observation of gravity sewer extensions to include 1,100 lf of 8" SDR-35 gravity sewer pipe, manholes, tie-ins to existing manholes, and pavement restoration. In addition, the firm provided assistance to the City for acquiring necessary property easements.

**Client/Reference Contact Information:**

City of Jamestown

270-343-4594

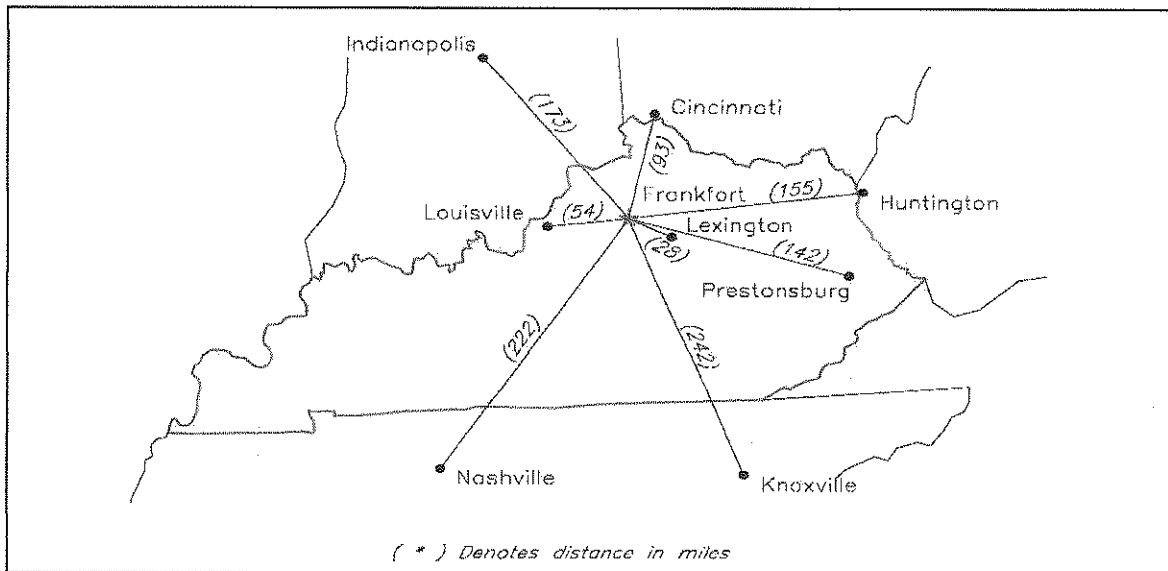
Mayor Terry K. Lawless



## LOCAL OFFICE

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

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



## EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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

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

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

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

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

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

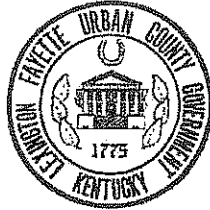
- 1) Use our best efforts to utilize minority group subcontractors or subcontractors with meaningful minority group representation among their employees.
- 2) Use our best efforts to assure subcontractor's compliance with their equal employment opportunity obligations.



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

**LFUCG RFP #33-2012**

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



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

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

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

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



Todd Slatin, Acting Director  
Division of Central Purchasing

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

COMPANY: Kenviron, Inc.

ADDRESS: 452 Versailles Road, Frankfort, Kentucky 40601

SIGNATURE OF PROPOSER: 



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

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

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Frankfort, KY	1975	45	8 - 10
Local Office	Frankfort, KY	1975	45	8 - 10
PM Location	Frankfort, KY			
Subconsultants Name:	See Listing			
Service Provided	Various			
Headquarters	Lexington, KY			
Local Office	Lexington, KY			
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

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

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

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

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

### AFFIDAVIT

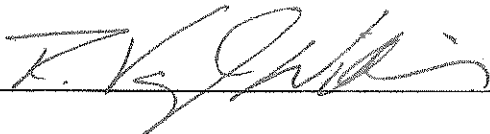
Comes the Affiant, Vaughn Williams, PE, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF Kentucky

COUNTY OF Franklin

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

My Commission expires: 10/27/2016

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: Kenvirons, Inc.

Date: 11 / 13 / 12

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

Prepared by:  Name & Title: President

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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


\*\*\*\*\*

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

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

### Bidders

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

  
Signature

Kenviron, Inc.  
Name of Business

Firm Submitting Proposal: Kenviron, Inc.

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

Contact Name: Vaughn Williams Title: President

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

Email address: vwilliams@kenviron.com



**EXHIBIT D**

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

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

---

**CONSULTANT**

**OWNER**

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

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

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

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

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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