

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of September 12, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Howard K. Bell Consulting Engineers, Inc.** with offices located at **Lexington, Kentucky** (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for **RFP 21-2019 Requests for Qualifications for Professional Engineering Services** as described in the attached **EXHIBIT A, Scope of Engineering Services and Related Matters RFP #21-2019** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are 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**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Supplemental Environmental Project (SEP) obligation (Appendix K-2) to fund flood improvement projects by deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### **1.1. General**

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

#### **1.2. Incorporated Documents**

The following documents are incorporated by reference as part of this Agreement:

1. **The CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A – Scope of Engineering Services and Related Matters RFP #21-2019** (Including Appendices and Addendums).
3. **EXHIBIT B – Certificate of Insurance and Evidence of Insurability.**
4. **EXHIBIT C – Proposal of Engineering Services and Related Matters** (the **CONSULTANT'S** response to RFP #21-2019).
5. **EXHIBIT D – Further Description of Basic Engineering Services and Related Matters.**

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

### **1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 21-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 21-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

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

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall

be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

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

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

#### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

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

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “**DISPUTES**” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** 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 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.

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

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

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

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

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

#### **5.1.2. For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

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

**6.3.1.** The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

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

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2.** In no event shall the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### **6.5. Disputes**

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

**6.6. Accuracy of Consultant's Work**

**CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

**6.7. Security Clause**

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

**6.8. Access to Records**

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

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

**6.9.1. DEFINITIONS**

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

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

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

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

- a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b.** **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c.** Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d.** In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e.** These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f.** **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.



**6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

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.

**6.9.4. FINANCIAL RESPONSIBILITY**

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

**6.9.5. INSURANCE REQUIREMENTS**

**6.9.5.1. Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

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

#### **6.9.5.2. Renewals**

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

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

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

#### **6.9.6. SAFETY AND LOSS CONTROL**

**CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

#### **6.9.7. DEFINITION OF DEFAULT**

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

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

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

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

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

- 8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or



# EXHIBIT A

## Scope of Services RFP #21-2019 Request for Qualifications (RFQ) and Hourly Rates for Professional Engineering Services

### 1. Background

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Stormwater Improvement Projects in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will identify system improvements necessary to eliminate recurring street and structure flooding. The planned improvements must be implemented (constructed) by January 2021.

In addition, DWQ and other divisions of LFUCG undertake additional stormwater management projects as needed.

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for stormwater improvements along with other stormwater infrastructure projects LFUCG believes is necessary to meet its' compliance requirements and to address the community's sewer and stormwater needs. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalification of firms will be followed by solicitations of design fee quotes for specific projects from select firms. Approval of consultants' prequalification does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified for stormwater management projects, and the maximum numbers of firms that will be prequalified in this process is as follows:

Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities – **maximum number of firms-6**

**Engineering services for other projects such as stormwater quality capital improvements shall be solicited in a separate procurement.**

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

### 2. Contract Type and Contracting Process

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

The projects that are Consent Decree related will use the Task Order form found in Attachment 4. The projects that are not Consent Decree related will use the Task Order form found in Attachment 5.

consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Task Orders based on performance.

### 3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, stormwater and sanitary engineering services as related to the design, bidding, and construction administration of DWQ projects. The following list of professional engineering services may or may not be included in each Task Order. All work shall be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the current LFUCG Stormwater Manual

- Review of DWQ supplied information related to the specific project.
  - Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
  - Field Surveying.
  - Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ. DWQ will determine compensation amounts for easements and transmit the amounts to the CONSULTANT to prepare Memoranda of Understanding and purchase offer letters. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
  - Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
  - Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
  - Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other) and responding to permit grantor's requests for additional information until permit(s) are obtained. Fees for any permits shall be included in each proposal.
  - Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
  - Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
  - Prepare Engineer's pre-bid Opinion of Project Costs.
    - Design meetings: kick-off, progress as identified in the project scope of services, final review.
- Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:
- Conduct pre-bid conference

- Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and Veteran Owned Business Enterprise (VBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
    - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
  5. List of Similar Design Services Projects (two pages maximum)
    - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
  6. Local Office (one page maximum)
    - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.
  7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
    - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
  8. Statement of Hourly Rates (one page maximum)
    - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs and three percent (3%) of the total value of the work conducted be subcontracted to Veteran Owned Business Enterprises (VBE). The goals for the utilization of certified DBEs/VBE's as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For

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

**Notes:**

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



Attachment 2

RFP #XX--2019 - Engineering Services for Division of Water Quality Projects

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



# Lexington-Fayette Urban County Government

## Request for Proposals

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #21-2019 Engineering Services for Stormwater Indefinite Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 7, 2019**.

**A non-mandatory pre-proposal meeting will be conducted on May 29, 2019 at 9:00 AM at 125 Lisle Industrial Avenue Lexington, Ky.**

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

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

**RFP 21-2019 Engineering Services for Stormwater Indefinite Services**

If mailed, the envelope must be addressed to:

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

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

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

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

**SELECTION CRITERIA:**

1. Overall Expertise of the Team Members in Project Category 15pts
2. Overall Expertise of the firm in Project Category. 5 pts
3. Past record and performance in the project category with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts
4. Project Manager Qualifications. 20 pts
5. Office status and location of employees of which degree of local employment is included, to be provided by the person or firm in the performance of the contract by the person or firm. 20 pts
6. Risk Management Plan 10 pts
7. Hourly Rates 10 pts

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

**Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>**

**AFFIDAVIT**

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

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

**Continued on next page**

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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.

**WORKFORCE ANALYSIS FORM**

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

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

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



- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. 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 and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozekey@yahoo.com">lavozekey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

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

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



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

---

Date



**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of awarded LFUCG contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent LFUCG work have been ranked from highest value of LFUCG contracts to the lowest value of LFUCG contracts over the last 24 months. The remaining firms that have not been awarded any LFUCG contracts over the last 12 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list. All or some projects may consist of two or more "phases", including, but not limited to, initial investigation/analysis and final/detailed design. Each firm may be asked to provide a quote for each phase of a project. LFUCG realizes that providing a quote for future phases is uncertain, therefore, subsequent phase fees may be negotiated with the selected firm when the scope of work is better defined. If the negotiation results in a total fee which exceeds the next low original total fee quote, LFUCG reserves the right to have the original next 3 firms submit a quote for those phase(s).

As each firm is issued a task order for a specific project, they will then be moved to the bottom of the list, giving the next highest ranked firms the opportunity to provide quotes for the next project. As the next project is scheduled to proceed, the currently top ranked firms next on the list will be asked to submit a cost proposal for design services.

When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of task orders, and schedule compliance. Written performance evaluations shall be kept on file with copies provided to the

- Respond to questions and coordinate addenda issuance with the LFUCG Division of Central Purchasing, as necessary
- Bid review and evaluation and provide recommendation of award

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

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

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations of outside funding agencies, including but not limited to, Kentucky Infrastructure Authority (KIA), FEMA, USEPA, KyDOW.

#### 4. Submittals

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

##### Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (**two pages maximum**)
  - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)

assistance in locating DBE subcontractors contact the following Urban County Government agency:

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

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

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked by the evaluation committee using the following criteria:

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

### Notes:

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

Attachment 1

**Project Team Location(s)**





2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #xx-2019 (Including Appendices and Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #XX-2019).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

### 1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # XX-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # XX-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).



- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** 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 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.

## SECTION 5 - PAYMENTS TO CONSULTANT

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

#### 5.1.1. For Basic Services

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

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

#### 5.1.2. For Extra Work

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

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

**6.3.1.** The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

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

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2.** In no event shall the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### **6.5. Disputes**

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

### **6.6. Accuracy of Consultant's Work**

employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONSULTANT") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "OWNER") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### **6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

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,

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

#### **6.9.5.2. Renewals**

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

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

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

### **6.9.6. SAFETY AND LOSS CONTROL**

**CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

### **6.9.7. DEFINITION OF DEFAULT**

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



**EXHIBIT B**  
**Certificate of Insurance**  
**and**  
**Evidence of Insurability**

**EXHIBIT D**

**Further Description of Basic Engineering Services  
and  
Related Services**

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 Consultant and returned to \_\_\_\_\_.  
A fully executed copy will be returned to the Consultant.*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RISK. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

## EXHIBIT B

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed to reflect the terms and conditions of the policy, certain policies may require an endorsement. A statement of the certificate holder in lieu of such endorsement(s).

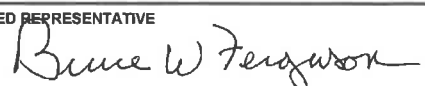
<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343		FAX (A/C, No): 502-244-1411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Howard K. Bell Consulting Engineers, Inc 2480 Fortune Drive, Suite 350 Lexington, KY 40509	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Berkley Insurance Company		32603
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 Y/N    N/A						PER STATUTE    OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			AEC902532404	12/08/2018	12/08/2019	Each Claim 10,000,000 Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability: Berkley Insurance Company Policy Form BDP0713001:  
Coverage B - Contractor's Pollution Liability - Subject to the terms, definitions and conditions of the policy, coverage is provided for a Pollution Incident arising out of the performance of Contractor Services rendered by or on behalf of the Insured in the performance of the Insured's Professional Services.

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government  125 Lisle Industrial Avenue, Suite 180  Lexington, KY 40511	<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.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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# Exhibit C



June 7, 2019

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

**Re: Letter of Transmittal – RFP #21-2019 Engineering Services for Stormwater Indefinite Services**

Dear Mr. Slatin:

It is a pleasure to submit our qualifications to provide engineering services to the Lexington-Fayette Urban County Government (LFUCG) related to RFP #21-2019 Engineering Services for Stormwater Indefinite Services. Bell Engineering is requesting prequalification for the following types of projects: stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities. Our team has provided similar services to LFUCG over the past seven years under Category 3 of the Consent Decree prequalification.

Bell Engineering has been awarded seven separate stormwater projects through the prequalification contract. Our team is familiar with the processes and procedures for completing projects utilizing this process. We have worked with many of LFUCG's project managers to successfully plan, design and construct required stormwater improvements. We also offer extensive experience with regulatory and funding agencies and will assist LFUCG with the administrative aspects of each project.

Our firm has assisted communities throughout the Commonwealth with stormwater infrastructure needs for 105 years. We have developed proven project management, construction administration and resident project inspection methods that lead to our projects being completed on-time and within budget. Many times, this is accomplished under aggressive design and construction schedules. All of this is done by personnel located in our corporate headquarters in Lexington, Kentucky.

Bell Engineering brings the following to your project:

- Team members with 30+ years of experience with stormwater/hazard mitigation projects
- In-house modeling capabilities (EPA SWMM 5 & InfoWorks CS),
- Incorporate both water quality and water quantity into each project,
- Registered Small Business with the SBA,
- 100% Kentucky-based staff to perform work.

On behalf of Bell Engineering, we thank you for the opportunity to showcase our experience and **outline the strengths that our team offers LFUCG**. We look forward to the opportunity to continue to provide quality engineering services to the City through this and many future projects.

Sincerely,  
BELL ENGINEERING

A handwritten signature in cursive script that reads "Kelly G. Gillespie".

Kelly G. Gillespie  
President

2480 fortune drive, suite 350, lexington, kentucky 40509  
859/278-5412 phone 859/278-2911 fax www.hkbell.com  
**bell engineering. creating. improving. planning for the future.**

Firm Submitting Proposal: Bell Engineering

Complete Address: 2480 Fortune Drive, Suite 350, Lexington, KY 40509  
Street City Zip

Contact Name: Megan Hogan, CPSM Title: Director of Marketing

Telephone Number: 859.278.5412 Fax Number: 859.278.2911

Email address: mhogan@hkbell.com

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- CERTIFICATE OF INSURANCE
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- WORKFORCE ANALYSIS FORM
- DBE PARTICIPATION FORM
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## ADDENDA

## SECTION 1.0 FIRM QUALIFICATIONS

### EXECUTIVE SUMMARY

The Bell team is qualified to provide engineering services to the Lexington-Fayette Urban County Government (LFUCG) for the Engineering Services for Stormwater Indefinite Services projects because our experience with stormwater management began before most cities were even regulating it.

Our project team has experience with stormwater management plans (industrial, commercial and residential), stormwater modeling and studies, flood studies, watershed analysis and conveyance system analysis which allows us to identify stormwater management techniques and needs. We provide technical support to help communities develop stormwater regulations and review development plans. Our staff has reviewed numerous stormwater management plans evaluating compliance and technical aspects. Bell is well-versed in currently acceptable MS4 practices and can help you meet the rigorous changes being implemented today while preparing for those of tomorrow as well.

Bell has completed projects utilizing a variety of funding sources including FEMA Hazard Mitigation Grants, local funds and stormwater utility fees to develop flood remediation projects. Solutions have included detention basins, retention basins, open channel design, storm sewers (new, replacement and upsizing), and infiltration and pervious pavement designs for water quality and water quantity control.

Bell Engineering has provided similar services to LFUCG over the past seven years under Category 3 of the Consent Decree prequalification. Our team has been awarded seven separate stormwater projects through the prequalification contract and is familiar with the processes and procedures for completing projects utilizing this process. We have worked with many of LFUCG's project managers to successfully plan, design and construct required stormwater improvements. We also offer extensive experience with regulatory and funding agencies and will assist LFUCG with the administrative aspects of each project.



Statement of Qualifications  
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

Joining our team as a subconsultant to provide geotechnical engineering services is LE Gregg Associates. LE Gregg Associates was founded in Lexington, KY in 1957 to provide engineering and materials testing services. With 62 years of institutional experience, the firm is well-versed in the process of conducting geotechnical investigations for stormwater projects. LE Gregg Associates offers a broad range of geotechnical engineering services including Phase I Environmental Site Assessments and Special Inspections.

As a small business, Bell values the effort placed on supporting MBE/DBE/VBE firms. Recently, we have utilized services from firms such as Abbie Jones Consulting, Cornerstone Engineering, Inc., DLZ Kentucky, Inc., Leonard Engineering, PLLC, and Vision Engineering among others. As we are awarded a project, we will evaluate the services required and determine those that will be performed by a local MBE/DBE/VBE subconsultant from the LFUCG Certified List. This could include surveying, general engineering or niche services for a specific project. We will then select the subconsultant that provides the best value to the team and project. This ensures that LFUCG receives high-quality services with competitive pricing.

### ABOUT BELL ENGINEERING

Bell Engineering was founded by Mr. Howard K. Bell in Lexington, Kentucky in 1914. Originally operating as Howard K. Bell Consulting Engineers, Inc., our firm provided civil, environmental, and stormwater engineering services to a variety of clients throughout Kentucky and West Virginia.

Prior to Mr. Bell's death in 1939, his son Mr. Grant S. Bell and Mr. James K. Latham were made partners in the firm. In 1960, operations were changed from a partnership to a corporation and the firm adopted an Employee Stock Ownership Plan (ESOP) in 1992. In 2005, the firm rebranded as Bell Engineering.

Since Mr. Bell's time, the firm has grown to include a multitude of services including landscape architecture,

certified planning and industrial pretreatment. This provides our clients the opportunity to work with one firm for all of their engineering, landscape architecture and planning needs. Our firm is well-staffed to complete projects in a timely, efficient and cost-effective manner across many markets including municipal, industrial, commercial, federal, energy and natural gas, transportation and education.

As a locally owned firm, our team provides clients with a responsive and detailed approach and knowledge specific to the Commonwealth of Kentucky. Our corporate headquarters remains centrally located in Lexington, Kentucky, allowing us to serve central, southern and eastern Kentucky. Our regional office in Hopkinsville, Kentucky, allows us to effectively serve the western portion of the state, and our Asheville, North Carolina, office allows us to serve the southeastern United States. Resources from all offices are utilized as needed to work together to complete projects.

In business for 105 years, Bell is currently providing services in numerous states and is capable of working anywhere within the United States. We are licensed to practice engineering in Kentucky, North Carolina, South Carolina, Indiana, Ohio, Tennessee, West Virginia, Arkansas and Arizona, and landscape architecture in Kentucky, North Carolina and South Carolina. We are certified in planning nationwide and are a registered small business with the SBA.

#### PRINCIPAL OFFICERS

Bell Engineering is owned by seven Principal Officers including:

- Kelly G. Gillespie – President
- James K. Roberts, PE, PLS – Executive Vice President
- Roy L. Bohon, II – Senior Vice President
- Stephen H. Caudill, PE – Vice President
- John D. Prince, PE – Vice President
- David F. Schrader, PE – Vice President
- Robert L. Pickerill, PE – Vice President



#### OFFICE LOCATIONS



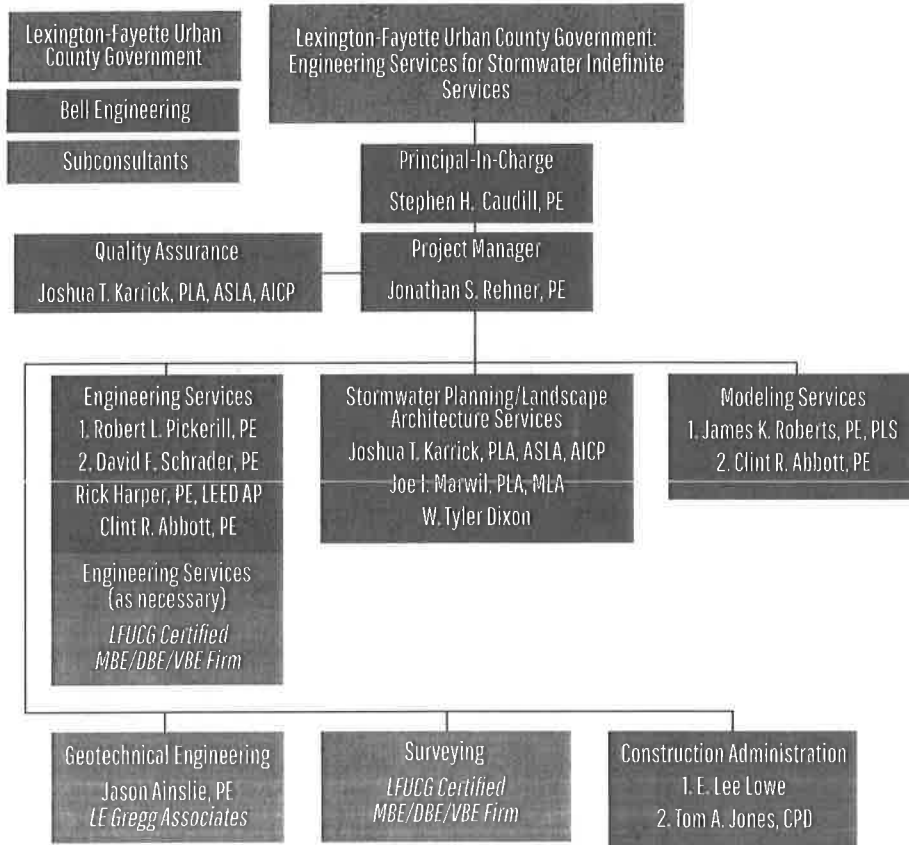
Through our commitment to our clients, Bell has developed a reputation as a highly competent leader. We strive not only to meet our client's expectations, but to exceed them whenever possible through dedicated schedule management and conscientious budget monitoring. We do this while balancing the needs of today with careful planning for future rules and regulations. Bell employees develop long-term relationships and we currently have clients with a project span of 50+ years.



Statement of Qualifications  
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

## SECTION 2.0 PROJECT TEAM

### ORGANIZATIONAL CHART





## RESUMES

**Stephen H. Caudill, PE**  
PRINCIPAL-IN-CHARGE | BELL ENGINEERING  
LEXINGTON, KY



### EDUCATION

B.S. Civil Engineering, University of Kentucky

### LICENSURE

Professional Engineer:  
Kentucky No. 19888  
Ohio No. 76051

Mr. Caudill has 26 years of experience overseeing a variety of water, wastewater, stormwater and development projects. He is a Principal in the firm and his primary responsibilities include preparation of project plans and specifications and oversight of monthly progress meetings. Mr. Caudill has extensive experience with a variety of funding agencies and the additional responsibilities included with utilizing those funds.

### SELECTED PROJECT EXPERIENCE

Project manager for Cardinal Lane Stormwater Improvements project to mitigate street flooding and erosion including installation of new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and streambank stabilization through a modular retaining wall system – Lexington-Fayette Urban Co. Government (LFUCG); Lexington, KY

Project manager for the Stormwater IDIQ projects which included three separate projects: Higbee Mill, Tanbark and Hunters Wood Lane. Combined, the three projects included the installation of LFUCG Type 4 curb and gutter, a cast-in-place concrete flume, an LFUCG Type A surface inlet and 165 L.F. of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - Lexington-Fayette Urban Co. Government (LFUCG); Lexington, KY

Project manager for Cephas Way Drainage Improvements including design of solution to mitigate erosion along an existing concrete flume – LFUCG; Lexington, KY

Project engineer for Brighton East Rail Trail Phase 4 which completes another key section of the Brighton Rail Trail Network; includes approximately 1900 L.F. of shared-used trail that will connect schools, a park and commercial areas with surrounding neighborhoods – LFUCG; Lexington, KY

Project engineer for a 9 building office park including the design of the stormwater collection system and water quality features for the removal of parking lot contaminants and debris – Lexington, KY

Project engineer for a 60-acre Commercial/Industrial Development including 130,000 cubic yards of earthwork, 4,330 L.F. of 8-inch sanitary sewer, 6,270 L.F. of storm sewer, 2,850 L.F. of roadway and three detention/water quality basins – Lexington, KY

Project engineer and site inspection for 35,000 square foot technical school including grade and drain, final surfaces, site utilities (water, sewer & gas) and storm sewer collection system and detention pond – Danville, KY

Project engineer for the 112-lot Clear Creek Residential Golf Course Development including 6,600 L.F. of roadway, 10,820 L.F. of water line, 17,390 L.F. of sanitary sewer and storm sewer system design – Bristol, VA



Statement of Qualifications  
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

**Jonathan S. Rehner, PE**  
PROJECT MANAGER | BELL ENGINEERING  
LEXINGTON, KY



**EDUCATION**

B.S. Civil Engineering, University of Kentucky  
B.A. Engineering Mathematics, Asbury University

Mr. Rehner is a graduate of the University of Kentucky and Asbury University and has seven years of experience in civil engineering. He has assisted engineers with a broad range of design and project management duties from surveying, civil/site layout and design, drafting and much more. Mr. Rehner brings excellent data interpretation, design, technical assistance and reporting experience to your project.

**LICENSURE**

Professional Engineer:  
Kentucky No. 34647

**SELECTED PROJECT EXPERIENCE**

Assistant project manager/project engineer for Cardinal Lane Stormwater Improvements project to mitigate street flooding and erosion including installation of new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and streambank stabilization through a modular retaining wall system - LFUCG; Lexington, KY

Assistant project manager/project engineer for Hunters Wood Lane Improvement Project which included the installation of LFUCG Type 4 curb and gutter to catch the stormwater runoff and transport it to the drainage easement - LFUCG; Lexington, KY

Assistant project manager/project engineer for the Higbee Mill Road Stormwater runoff project which consisted of installing a LFUCG Type A surface inlet at the target low spot to collect the runoff and transporting it in 165 L.F. of 15" RCP to carry the runoff beneath Higbee Mill Road and discharge into the South Elkhorn Creek - LFUCG; Lexington, KY

Assistant project manager/project engineer for the Tanbark Drainage Swale project which consisted of lining the channel immediately following all five of the surrounding headwalls with articulating concrete blocks and installing energy dissipating blocks at the discharge points - LFUCG; Lexington, KY

Assistant project manager/project engineer for the Haven Court project which included analyzing localized flooding given a certain size rainfall event, establishing alternative solutions to eliminate flooding and then designing and constructing the selected alternative - LFUCG; Lexington, KY

Project engineer for Brighton East Rail Trail Phase 4 which completes another key section of the Brighton Rail Trail Network; includes approximately 1900 L.F. of shared-used trail that will connect schools, a park and commercial areas with surrounding neighborhoods - LFUCG; Lexington, KY

Project engineer for Alumni Drive project to evaluate adding protected bicycle lanes along Alumni Drive - LFUCG; Lexington, KY

Project Engineer tasked with organizing the survey and mapping of over 80% of the University of Kentucky's storm sewer structures within its Lexington Campus boundaries. Phase 1 of the project included GPS locating over 1,200 structures and creating ArcGIS base mapping for University use. - University of Kentucky; Lexington, KY



Statement of Qualifications  
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

## Joshua T. Karrick, PLA, ASLA, AICP

QA/STORMWATER PLANNING/LANDSCAPE ARCHITECTURE | BELL ENGINEERING  
LEXINGTON, KY



### EDUCATION

B.S. Landscape Architecture, University of Kentucky

### LICENSURE

Licensed Landscape Architect:  
Kentucky No. 679  
North Carolina No. 1949

American Institute of Certified Planners No.  
023764

### PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects  
American Institute of Certified Planners  
Southeast Storm Water Association  
Kentucky Storm Water Association

Mr. Joshua T. Karrick, PLA, ASLA, AICP, brings 20 years of experience in Landscape Architecture and Planning to Bell Engineering. He has a strong background in project development and specializes in master planning, community planning, green design, urban design, parks and recreation, streetscapes, bikeways and trails and storm water management.

### SELECTED PROJECT EXPERIENCE

Project designer for Cardinal Lane Storm Water Improvements project to mitigate street flooding and erosion including installation of new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and stream bank stabilization through a modular retaining wall system - LFUCG; Lexington, KY

Project planner, designer and landscape architect for Hunters Wood Lane Improvement Project which included the installation of LFUCG Type 4 curb and gutter to catch the stormwater runoff and transport it to the drainage easement - LFUCG; Lexington, KY

Project planner, designer and landscape architect for the Higbee Mill Road Stormwater runoff project which consisted of installing a LFUCG Type A surface inlet at the target low spot to collect the runoff and transporting it in 165 L.F. of 15" RCP to carry the runoff beneath Higbee Mill Road and discharge into the South Elkhorn Creek - LFUCG; Lexington, KY

Project planner, designer and landscape architect for the Tanbark Drainage Swale project which consisted of lining the channel immediately following all five of the surrounding headwalls with articulating concrete blocks and installing energy dissipating blocks at the discharge points - LFUCG; Lexington, KY

Project planner, designer and landscape architect for the Haven Court project which included analyzing localized flooding given a certain size rainfall event, establishing alternative solutions to eliminate flooding and then designing and constructing the selected alternative - LFUCG; Lexington, KY

Project designer for Cephas Way Drainage Improvements including design of solution to mitigate erosion along an existing concrete flume - LFUCG; Lexington, KY

Project designer for Gainesway Pond Restoration & Trail Project which included the restoration of the Gainesway Pond through constructed wetlands, riparian buffer and vegetated swales along with educational trail project water quality BMP design, educational signage & design and educational walking trail and boardwalk over the pond and wetlands - LFUCG; Lexington, KY

Project planner, designer and landscape architect for UK/Nicholasville Road Flood Mitigation Project utilizing FEMA Hazard Mitigation Grant Funds: Modification of 7 detention basins within 240-acre watershed; variety of utility relocations, permanent removal of road and upgrades to culvert on Nicholasville Road; underground storm water detention and water quality units - University of Kentucky; Lexington, KY



### Statement of Qualifications

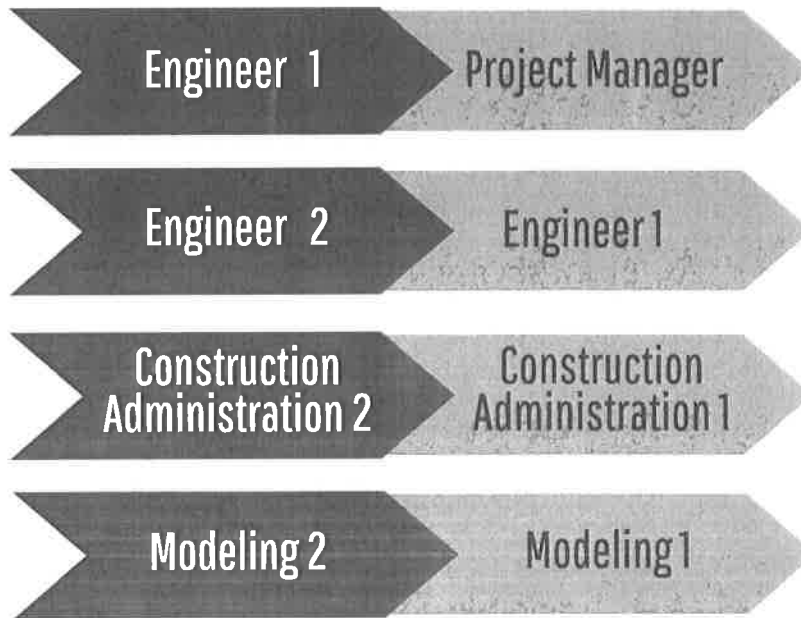
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

**RISK MANAGEMENT PLAN**

Bell Engineering understands that projects awarded through this RFP are driven by LFUCG's EPA Consent Decree and are time sensitive in nature. We also understand LFUCG's desire for prequalified firms to have a risk management plan in place to deal with key staff changes that could potentially cause a project to fail to meet deadlines.

Though our firm currently enjoys an extremely low turnover rate, we admit that unforeseen circumstances could play a role in preventing a key team member from fulfilling their project duties. We pride ourselves in providing our clients with a team that utilizes many qualified staff who work together rather than relying on a single person for success. With this makeup, all key roles can easily be filled by another member of the project team. This person will already be familiar with the project, expectations, schedule and budget and will seamlessly transition as needed.

The following diagram represents the line of succession for the project team. As you can see, though we expect our team members to fulfill their responsibilities throughout the duration of projects, we are prepared to fill those key roles very easily.


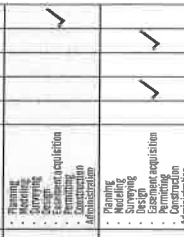
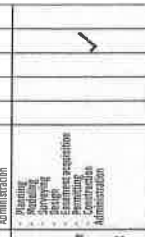
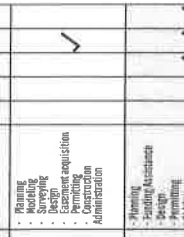
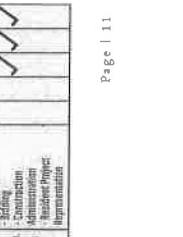



## SECTION 3.0 CLIENT LIST

Bell Engineering has provided engineering services on many stormwater infrastructure and planning projects. The following is a list of clients and projects which have been completed in recent years.

Client/Project Name	Contact Information
<b>LFUCG</b> <ul style="list-style-type: none"> <li>• Cardinal Lane Stormwater Improvements</li> <li>• Cephas Way Drainage Improvements</li> <li>• Stormwater IDIQ Projects</li> <li>• Cane Run/Haven Court</li> <li>• Dartmouth Drive</li> <li>• Lyon/Riviera/Silverleaf Stormwater Improvements</li> <li>• West Hickman Salt Barn Runoff Project</li> <li>• Brighton East Rail Trail Phase 4</li> <li>• Gettysburg Road Storm Sewer Replacement</li> </ul>	<b>Contact Name:</b> Gregory Lubeck <b>Title:</b> Section Manager <b>Phone:</b> 859.258.3446 <b>Email:</b> glubeck@lexingtonky.gov
<b>University of Kentucky</b> <ul style="list-style-type: none"> <li>• UK/Nicholasville Road Flood Mitigation Project</li> <li>• UK Greek Park Preliminary Design</li> <li>• Stormwater Mapping Verification Study</li> <li>• South Campus Parking Lot</li> <li>• Alumni Drive Improvements</li> <li>• Sanitary Sewer Consultant</li> <li>• UK Memorial Hall Site and Landscape Improvements</li> <li>• University Drive Bike Lanes</li> <li>• Utility Infrastructure Master Plan</li> </ul>	<b>Contact Name:</b> Scotty Bowles, Project Manager <b>Title:</b> Project Manager <b>Phone:</b> 859.218.6380 <b>Email:</b> scott.bowles@uky.edu  <b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859.257.5911 ext. 237 <b>Email:</b> kingram@uky.edu
<b>Hopkinsville, Kentucky</b> <ul style="list-style-type: none"> <li>• 9th Street &amp; Railroad Drainage Improvements</li> <li>• 14th Street &amp; CSX Railroad Emergency Stormwater Repair</li> <li>• Apache Drive Drainage</li> <li>• Eagle Way High Flow Drainage Structure</li> <li>• Eagle Way Water Main Extension</li> <li>• Howell Street Drainage Improvements</li> <li>• Linda Drive at Peppermint Drive Preliminary Engineering Report</li> <li>• Morningside-Brentwood Drainage Improvements</li> <li>• Morningside-Brentwood Drainage Improvements - Phase II</li> <li>• Rose Acres Subdivision Drainage Improvements</li> <li>• South Main &amp; Old Railroad Drainage Improvements</li> <li>• Westwood/Boxwood Drainage Project</li> <li>• Windsor Drive Watershed Stormwater Management Study</li> </ul>	<b>Contact Name:</b> Steven R. Bourne <b>Title:</b> Director <b>Phone:</b> 270.887.4285 <b>Email:</b> sbourne@comdev-services.com
<b>Winchester, Kentucky</b> <ul style="list-style-type: none"> <li>• CMOM Development &amp; Implementation</li> <li>• Winchester Municipal Utilities Modeling</li> </ul>	<b>Contact Name:</b> Duke Dryden <b>Title:</b> General Manager <b>Phone:</b> 859.744.5434 <b>Email:</b> duke@wmutilities.com
<b>Berry, Kentucky</b> <ul style="list-style-type: none"> <li>• Berry Stormwater Rehabilitation Project</li> </ul>	<b>Contact Name:</b> Mayor Kenneth Abner <b>Title:</b> Mayor <b>Phone:</b> 859.234.3185 <b>Email:</b> mayor@cityofberry.com



Project Name / Client	Description	Services Provided	Project Team
	<b>Cardinal Lane Stormwater Improvements</b> LHUS Completed: 2016 Construction Cost: \$21,385	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>
	<b>Graysburg Road Storm Sewer Replacement</b> LHUS Completed: 2018 Construction Cost: \$43,167	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>
	<b>Stormwater Mapping Verification Study</b> University of Kentucky Completed: 2017 Construction Cost: \$18,107	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>
	<b>South Main &amp; Old Railroad Drainage Improvements</b> Hepburnville Community and Development Services Completed: 2018 Construction Cost: \$3M, 770	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>
	<b>Westwood/Bowwood Drainage Project</b> Hepburnville Community and Development Services Completed: 2016 Construction Cost: \$1,084,530	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>
	<b>W/Nicholsville Road Flood Mitigation Project</b> University of Kentucky Completed: 2015 Construction Cost: \$5,143,220	<ul style="list-style-type: none"> <li>Planning</li> <li>Modeling</li> <li>Surveying</li> <li>Design</li> <li>Permitting</li> <li>Construction Administration</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager</li> <li>Senior Engineer</li> <li>Engineer</li> <li>Assistant Engineer</li> <li>Surveyor</li> <li>Permitting Specialist</li> <li>Construction Administrator</li> </ul>

bell | STATEMENT OF QUALIFICATIONS  
RFP #21-2019 Engineering Services for Stormwater Infrastructure Services  
Lexington, Fayette, Urban, County Government, Lexington, KY

## SECTION 5.0 LOCAL OFFICE

### Attachment 1

#### Project Team Locations

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Lexington, KY	1914	42	12
Local Office				
PM Location	Lexington, KY			
<b>Subconsultants</b>				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

#### Notes:

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





## SECTION 6.0 DBE INVOLVEMENT

Bell Engineering is committed to meeting or exceeding the Lexington-Fayette Urban County Government's (LFUCG) goal that not less than ten percent of the total value of work conducted on projects our team is selected for be performed by certified DBE's and not less than thirty percent be VBE. As a small business, Bell values the effort placed on supporting MBE/DBE/VBE firms. We appreciate opportunities to create a 100% local team and support minority and women owned businesses.

Bell keeps LFUCG's list of certified firms on file and refers to the list to contact MBE/DBE/VBE firms for project opportunities. Additionally, staff members attend minority business events to network with DBE owners and employees. We have established and continue to develop relationships with DBE firms in Lexington and are frequently in contact with them regarding teaming opportunities. Recently, we have utilized services from firms such as Abbie Jones Consulting, Cornerstone Engineering, Inc., DLZ Kentucky, Inc., Leonard Engineering, PLLc, and Vision Engineering among others.

As we are awarded a project, we will evaluate the services required and determine those that will be performed by a local MBE/DBE/VBE subconsultant from the LFUCG Certified List. This could include surveying, general engineering or niche services for a specific project. We will then select the subconsultant that provides the best value to the team and project. This ensures that LFUCG receives high-quality services with competitive pricing.

The following is a list of recent LFUCG projects Bell Engineering has completed utilizing MBE/DBE/VBE firms such as Abbie Jones Consulting and Vision Engineering:

- Cardinal Lane Stormwater Improvements
- Cephass Way Drainage Improvements
- Can Run/Haven Court Stormwater Improvements
- Stormwater IDIQ Projects
- Dartmouth Drive Drainage Improvements
- Lyon/Riviera/Silverleaf Stormwater Improvements
- Wolf Run Trunk A
- Haley Pike Landfill
- Capacity Assurance Audit
- Buckhorn & Floyd Drive Sanitary Sewer

We have reached out to the following firms to participate in these stormwater indefinite services contracts:

Name & Address of Firm	Contact Information	Services	Status
Abbie Jones Consulting 1022 Fontaine Road Lexington, KY 40502	Abbie Jones Phone: 859.559.3443 Email: abbie@abie-jones.com	Surveying	Woman-Owned Business Enterprise
Allen Engineering 2509 Lenlake Court Lexington, KY 40513	Lilli Allen Phone: 859.229.7362 Email: lmallen2509@yahoo.com	Construction Staking	Woman-Owned Business Enterprise
Classickle, Inc. 288 Twelve Oaks Drive Mt. Washington, KY 40047	Anthony Sickles Phone: 502.493.2722 Email: asickles@classickle.com	Surveying	Minority Business Enterprise
Jackson Group 34549 Simpson Lane Richmond, KY 40475	Rick Wolfe Phone: 859.623.0499 Email: rwolfe@jacksongroup.com	Engineering	Service-Disabled Veteran Owned Small Business
Vision Engineering 3399 Tates Creek Road, Suite 250 Lexington, KY 40502	Jihad Hallany Phone: 859.559.0516 Email: jhallany@visionengr.com	Surveying	Woman-Owned Business Enterprise



Statement of Qualifications  
RFP #21-2019 Engineering Services for Stormwater Indefinite Services  
Lexington-Fayette Urban County Government; Lexington, KY

## SECTION 7.0 HOURLY RATES

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

JOB CLASSIFICATION	HOURLY RATE
Principal	\$193.00
Project Manager	\$170.00
Project Engineer (PE)	\$140.00
Landscape Architect	\$118.00
Engineering Technician / CAD Technician	\$101.00
Survey Crew	\$225.00
Clerical	\$67.00

### Reimbursable Expenses - 2019

Mileage (Auto)	\$0.58/mile
Mileage (Field Truck)	\$0.65/mile
VCR & Monitor Charge	Cost
Video Camcorder	\$20.00/day, plus \$25.00/tape
Electrical Meters Charge	Cost
Flow Meter Charge	\$400.00/week, or \$1,550.00/month
Rain Gauge	\$275.00/week, or \$1,000.00/month
Sampler Charge	Cost
Dissolved Oxygen Tester Charge	Cost
Fluorometer	Cost
Laboratory Pilot Testing Charge	Cost
Soil Gas Kit	Cost
Submersible Pump	Cost
Water Level Meter	\$20.00/day, or \$400.00/month
Soil Sampling	\$85.00/hour
Groundwater Sampling	\$85.00/hour
Long Distance Phone Calls	Cost
Meals & Lodging	Cost
Air Travel, Airport Parking	Cost
Public Transportation, Tolls	Cost
Car Rental	Cost



## APPENDIX A

CERTIFICATE OF INSURANCE

BELL ENGINEERING AFFIRMATIVE ACTION PLAN

REQUIRED AFFIDAVIT

EQUAL OPPORTUNITY AGREEMENT

WORKFORCE ANALYSIS FORM

DBE PARTICIPATION FORM

GENERAL PROVISIONS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		<b>CONTACT NAME:</b> Robert Blain <b>PHONE (A/C, No, Ext):</b> (859)233-1461 <b>FAX (A/C, No):</b> (859)281-8450 <b>E-MAIL:</b> rblain@alitorstrick.com <b>ADDRESS:</b>	
<b>INSURED</b> HK Bell Consulting Engineers Inc., DBA: Bell Engineering 2480 Fortune Dr, Ste 350 Lexington KY 40509		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Auto Property & Casualty NAIC # 25127 INSURER B: Continental Insurance 35269 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 2018-2019      **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.

INSUR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PBP2811479	10/21/2018	10/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP2464384	10/21/2018	10/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		PBP2811479	10/21/2018	10/21/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	6024685696	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  INSUREDS COPY    INSUREDS COPY	<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  <i>Robert Blain</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
12/04/2018

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).

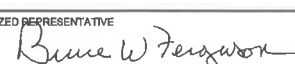
<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No.): 502-244-1411 E-MAIL: ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkley Insurance Company	32603	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Berkley Insurance Company	32603																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Howard K. Bell Consulting Engineers, Inc 2480 Fortune Drive Suite 350 Lexington, KY 40509																					

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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.

INSURER	TYPE OF INSURANCE	ADD'L SUBRN	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC <input type="checkbox"/> JECI <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RELATED PREMISES (E.A. OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM'YOP ACC \$
	<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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AEC902532404	12/08/2018	12/08/2019	Each Claim 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability: Berkley Insurance Company Policy Form BDP0713001  
Coverage B - Contractor's Pollution Liability - Subject to the terms, definitions and conditions of the policy, coverage is provided for a Pollution Incident arising out of the performance of Contractor Services rendered by or on behalf of the Insured in the performance of the Insured's Professional Services.

<b>CERTIFICATE HOLDER</b> Lexington-Fayette Urban County Government  125 Lisle Industrial Avenue, Suite 180  Lexington, KY 40511	<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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ACORD 25 (2014/01)  
DS#6113031

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**AFFIRMATIVE ACTION PLAN FOR  
EQUAL EMPLOYMENT OPPORTUNITY AT  
BELL ENGINEERING**

1. Policy

It is the policy of this firm to provide equal employment opportunity to all persons without regard to their race, color, religion, sex, age, veteran status, handicap, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program. The firm will assure that applicants are recruited and hired, and that employees are treated without regard to their race, color, religion, sex, age, veteran status, handicap, or national origin. Equal opportunity and equal consideration will be afforded to all applicants and employees in personnel actions which include recruiting and hiring, selection for training, promotion, fixing rates of pay or other compensation, transfer and layoff or termination. It is our intention, in the implementation of this policy, to provide full employment opportunities for members of minority groups. Furthermore, it is our policy to coordinate the affirmative action program directed at seeking personnel from minority groups for employment with the firm and to provide encouragement and direction to our staff to advance within the limits of each individual's capabilities.

2. Dissemination of Policy

Our equal employment opportunity is and will be communicated to all relevant audiences within and outside the firm. These include non-discrimination policy statements in our personnel manuals and memoranda, and employee information literature; posting of EEO posters on bulletin boards; periodic written and oral statements of policy from the firm to its management staff; discussion of policy and affirmative action plans in management meetings and development sessions; recruiting practices that will provide equal opportunity to all persons possessing requisite skills seeking employment with this firm.

3. Responsibility for Implementation of Policy

A firm officer will be responsible for the implementation of our affirmative action policy and will direct our equal employment opportunity program. His responsibilities will include: (1) developing policy statements, affirmative action programs, internal and external communication techniques; (2) assisting in the identification of problem areas; (3) assisting project engineers and project managers in arriving at solutions to problems; (4) designing and implementing audit and report systems that will measure the effectiveness of the program, indicate a need for remedial action, and determine the degree to which the goals and objectives of the firm's progress have been attained; (5) serving as liaison between the firm and enforcement agencies, minority organizations and community action groups; (6) keeping the management informed of the latest developments in the entire equal employment opportunity area.

4. Analysis of Firm Employment

The attached Table 1 provides a breakdown of total employment into job categories based on position description having equivalent pay grades. Also, the table contains minority and women employment per job category, overall percentage within our recruiting area, and the percentage of those possessing the necessary employment skills. Our recruiting area for engineers is nationwide while that for designers/planners, engineering technicians, inspectors, draftspersons, and economists is mostly state-wide. Beginning inspectors, draftspersons, administrative assistants and secretaries are recruited within the Standard Metropolitan Statistical Area.

In analyzing our utilization in each job category, we have arrived at the following conclusions:

- a. Job Category: Consultant  
Discussion: Consultants are long-term employees, presently retired from full-time service but still working part-time, providing a special expertise to the firm.  
Conclusion: This is not an under-utilization area. In furthering our equal employment opportunity policy, we will continue to encourage and promote full opportunity to minority and women employees with the requisite skill and tenure to advance to this position.
- b. Job Category: Principal  
Discussion: Principals are the owners of the firm. Openings for these positions are created only through action of the Board of Directors. All principals own stock in the firm and any new principal will have to purchase available stock.  
Conclusion: Because openings in this category are extremely limited, the establishment of specific goals cannot realistically be accomplished. In furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skill and tenure to advance to this position.
- c. Job Category: Engineer  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.  
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- d. Job Category: Architect  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.  
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- e. Job Category: Designer/Planner  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- f. Job Category: Engineering Technician  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- g. Job Category: Inspector/Operations Specialist  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
- h. Job Category: Draftsperson  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 23.7 percent of the experienced work force.  
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

- i. Job Category: Accountant/Economist  
Discussion: Within the recruiting area, minorities and women possessing the requisite skills for this position represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.  
Conclusion: This is not an under-utilization area.
- j. Job Category: Administrative Assistant  
Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.  
Conclusion: This is not an under-utilization area.
- k. Job Category: Secretary  
Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 98.9 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.  
Conclusion: This is not an under-utilization area.

5. Goals and Timetables

Because of the current business climate, we do not anticipate an increase in our total number of employees in the next six to 12 months. During this time it is expected that new employees will be hired only to replace those employees who resign or leave for other reasons. Any immediate goals in terms of specific numbers will be on the conservative side if we expect to realistically attain these goals. The largest turn-over of employment is in the job categories of draftspersons and secretaries, so our maximum emphasis of recruiting minorities will be in these categories.

Although primarily dependent upon the work load and the needs to fill vacancies, the immediate goals of this firm are to increase minority and women employment in the job categories of engineering technician, inspector/operations specialist, draftsperson and secretary.

The firm will strive to fill any vacancies in a manner that will meet the goals set forth as follows:

<u>Position</u>	<u>New Minority Employees</u>	<u>Target Date</u>
Secretary	1	1 year
Engineering Technician	2	2 years
Inspector/Operations Spec.	1	1 year
Draftsperson	1	1 year

These goals, together with 16 present minority and women employees, project a total minority employment by our firm of 20, for approximately 21 percent at the end of one year, and 21 for approximately 22 percent by the end of two years.

At every six-month period our goals will be reevaluated in light of business conditions and the success of our recruiting efforts. Our long-range goal is to employ a percentage of minorities and women with requisite skills at least equal to the percentage of minorities within our recruiting area.



6. Development and Execution of Program

a. Recruiting

Our recruiting program will be conducted in a manner to ensure we are reaching minority and women prospects. At such times that openings may occur within our staff, we will place notices of employment in appropriate media readily available to all persons seeking employment.

b. Training

We have previously hired minorities from the local technical institute and plan to utilize this source in the future. It is our present policy to provide on-the-job training for new employees. This policy is and will continue to be applicable to minority and women employees. As employees progress, they will be promoted to a higher position of responsibility and compensation commensurate to their skills and contributions.

c. Personnel Actions

Personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination will be periodically reviewed to ensure the action was taken without bias. During meetings with supervisory personnel, their actions will be reviewed to ensure their support of the firm's equal employment policy.

d. Community Relations

Representatives of the firm will cooperate with the appropriate agencies and groups within the community in the further development of community acceptance and adoption of nondiscrimination practices in employment.

7. Audit Report and Evaluate

The firm has instituted an audit and reporting system which consists of the following:

a. Job Openings

A list of applicants will be kept for each job opening. An informal record solely for statistical purposes will be maintained to identify minority and women applicants where practical. If the minority and women applicant is not hired, the reason will be recorded.

b. Separation

A record of separation and the reason of separation will be maintained and minority and women group employees will be specifically identified. A thorough check will be made to ensure that discrimination did not enter the separation.

c. Promotions


A record of promotions by employee name and category will be maintained with minority and women employees specifically identified. Again this information will be maintained solely for statistical purposes.

The firm member in charge will periodically review and evaluate the status of the affirmative action program, and will report at each meeting of the firm members and associates on the progress and success of our program.

8. Adoption of Policy

The Affirmative Action Plan for equal employment opportunity is hereby adopted the first day of January, 1997.

By   
Roy L. Bohon, II  
Secretary-Treasurer

By   
James K. Roberts, PE, PLS  
Executive Vice President

Date June 7, 2019

**AFFIDAVIT**

Comes the Affiant, James K. Roberts, PE, PLS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is James K. Roberts, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Bell Engineering, 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.

James K. Roberts PE, PLS  
Executive Vice President

STATE OF Kentucky

COUNTY OF Fayette

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

by James K. Roberts, PE, PLS on this the 7<sup>th</sup> day  
of June, 2019

My Commission expires: Oct. 14 2021

David Ball  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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.*

*Jimmie Palut*      Bell Engineering  
Signature      Executive Vice President      Name of Business

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**WORKFORCE ANALYSIS FORM**

Name of Organization: Bell Engineering

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>Administrators</b>	1		1														1
<b>Professionals</b>	17	17															17
<b>Superintendents</b>																	
<b>Supervisors</b>	3	2	1														2 1
<b>Foremen</b>	8	8															8
<b>Technicians</b>	7	6	1														6 1
<b>Protective</b>																	
<b>Para-</b>	2	2															2
<b>Office/Clerical</b>	3		3														3
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>	41	35	6														35 6

Prepared by: Roy L. Bohon, Chief Financial Officer Date: 6 / 7 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 21-2019 Engineering Services for Stormwater Indefinite Services

The MWDBE and/or veteran 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. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. TBD MWDBE Firm	MWDBE	Surveying/Engineering	N/A	10% of selected projects
2. TBD VBE Firm	VBE	Engineering	N/A	3% of selected projects
3.				
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.

Bell Engineering  
Company

6-07-2019  
Date

  
Company Representative

President  
Title



## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
Signature Executive Vice President

6/7/2019  
Date

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #21-2019

Date: May 31, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Do firms submit 1 original & 7 duplicates or 1 original & 5 duplicates? 1 master original, 1 electronic version on a flashdrive or cd and 7 duplicates.
2. Is/Are subconsultant office location considered? Yes
3. Do the "standard forms" count as pages in the submittal? No
4. Do subconsultant hourly rates need to be provided? Yes. They were included the last time we did this.
5. Section 3, Project Team, of the submittal is limited to 6 pages and requires one page resumes of key team members. Are the resumes included in the page count? Yes, but "half-page" resumes are acceptable.
6. Section 8, Statement of Hourly Rates, requires that rates be provided for personnel expected to provide services described in the RFP. Does LFUCG require rates specific to each team member or categorical rates based on job classification? Hourly rates are to be provided for individual job classifications.
7. Should the one page on DBE Involvement (Item 7) also include VBE Involvement if applicable? Yes
8. Does the same DBE have to be used on each task order or may the project team include two DBEs that can fulfill the same role and be utilized at the discretion of the prime consultant as long as the stated DBE participation goals are met? Ok, as long as the goals are met but both should be listed





Todd Slatin, 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 submittal.

COMPANY NAME: Bell Engineering

ADDRESS: 2480 Fortune Drive, Suite 350, Lexington, KY 40509

SIGNATURE OF BIDDER:   
James K. Roberts, PE, PLS, Executive Vice President



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #21-2019

Date: June 3, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Does the same DBE have to be used on each task order or may the project team include two DBEs that can fulfill the same role and be utilized at the discretion of the prime consultant as long as the stated DBE participation goals are met? We understand this covers multiple projects and scope changes, we ask that you make a good faith effort to list DBE's that you could use in as many different areas as available along with the area of expertise.

Todd Slatin, 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 submittal.

COMPANY NAME: Bell Engineering

ADDRESS: 2480 Fortune Drive, Suite 350, Lexington, KY 40509

SIGNATURE OF BIDDER: \_\_\_\_\_

James K. Roberts, PE, PLS, Executive Vice President

