# ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of January 7, 2020, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and **GRW ENGINEERING / ARCHITECTURE / GEOSPATIAL** with offices located at 801 Corporate Drive, Lexington, Kentucky 40503 ("**CONSULTANT**"). **OWNER** intends to proceed with the Sanitary Sewer Collection and Conveyance System Watershed Design Consulting Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019 (the "**PROJECT**"). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, 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 obligations and 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 civil, geotechnical, structural, mechanical, electrical 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 RFQ #38-2019 (Including 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 RFQ #38-2019).

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 RFQ #38-2019, **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 RFQ #38-2019, 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 it 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** 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 Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

**6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and 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:

| Coverage | Limits |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence,<br>$2 million aggregate or<br>$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single,<br>$1 million per occurrence |
| Professional Liability | $1 million per occurrence,<br>$ 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 Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER.**

**f.** 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).

**g.** **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.

**h.** 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.**

i. 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 documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4** **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.5.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: Linda Gorton
LINDA GORTON, MAYOR

**CONSULTANT:**
GRW Engineers, Inc.

BY: Bob Smallwood

ATTEST:
Mackenzie Sommers
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by BOB Smallwood, as the duly authorized representative for and on behalf of GRW Engineers, on this the 20th day of November 2019.

My commission expires: October 5, 2022.

Larrecia D. Williams
NOTARY PUBLIC

LARRECIA D. WILLIAMS
NOTARY PUBLIC
ID 610082
STATE AT LARGE, KENTUCKY

# EXHIBIT A

## Scope of Engineering

## Services and Related Matters

## RFQ #38-2019

# Lexington-Fayette
# Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #38-2019 Request for Qualifications- Engineering Services for Sanitary Sewer Watershed Design** 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 **September 27, 2019**.

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 # 38-2019 Request for Qualifications- Engineering Services for Sanitary Sewer Watershed Design**

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.

**Mandatory pre-proposal meeting will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Avenue, Ste. 180, Lexington, Ky.**

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

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.**

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

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

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

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

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

### Laws and Regulations

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

### Equal Employment Opportunity

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

### Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political

subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## LFUCG Non-Appropriation Clause

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

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

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

## Contention Process

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

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

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

**SELECTION CRITERIA:**

1. Firm Qualifications-specialized experience and technical competence. 15 pts.
2. Past record and performance on similar contracts 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.
3. Familiarity/knowledge with LFUCG's DWQ & select watersheds 15 pts.
4. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm/capacity of the Firm. 20 pts.
5. References. 10 pts.
6. Estimated Cost of Services. 20 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**

**Or submitted to:**

**Brian Marcum**
**Division of Central Purchasing**
**brianm@lexingtonky.gov**

**Mandatory pre-proposal meeting will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Avenue, Ste. 180, Lexington, Ky.**

# Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

# AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that

a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2016.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

**EQUAL OPPORTUNITY AGREEMENT**

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

_____ _____

*Signature* *Name of Business*

## WORKFORCE ANALYSIS FORM

**Name of Organization:** _____

| 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 Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | |

**Prepared by:** _____ **Date:** _____/_____/_____

*(Name and Title)*

*Revised 2015-Dec-15*

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

**LEXINGTON, KENTUCKY 40507**

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

# Lexington-Fayette Urban County Government
## MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses (VOSB).

4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated 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 and operated 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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. 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.

m. 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.

n. 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.

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 be 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.**

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

> *"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to*

*construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."*

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)

| Business | Contact | Email Address | Phone |
|---|---|---|---|
| **LFUCG** | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| **Commerce Lexington – Minority Business Development** | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| **Tri-State Minority Supplier Diversity Council** | Susan Marston | smarston@tsmsdc.com | 502-365-9762 |
| **Small Business Development Council** | Shirie Hawkins UK SBDC | smack@uky.edu | 859-257-7666 |
| **Community Ventures Corporation** | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| **KY Transportation Cabinet (KYTC)** | Melvin Bynes | Melvin.bynes2@ky.gov | 502-564-3601 |
| **KYTC Pre-Qualification** | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| **Ohio River Valley Women's Business Council (WBENC)** | Sheila Mixon | smixon@orvwbc.org | 513-487-6537 |
| **Kentucky MWBE Certification Program** | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| **National Women Business Owner's Council (NWBOC)** | Janet Harris-Lange | janet@nwboc.org | 800-675-5066 |
| **Small Business Administration** | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| **LaVoz de Kentucky** | Andres Cruz | lavozdeky@yahoo.com | 859-621-2106 |
| **The Key News Journal** | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |

## LFUCG MWDBE PARTICIPATION FORM
**Bid/RFP/Quote Reference #_____**

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. | | | | |
| 2. | | | | |
| 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.

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

## 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**

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

**The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.**

| Company Name | Contact Person |
|---|---|
| Address/Phone/Email | Bid Package / Bid Date |

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

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

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

_____ _____

Company Company Representative

_____ _____

Date Title

# LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. 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_____**

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

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

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

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #_____**

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE 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** |

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

_____ _____

Signature Date

**RISK MANAGEMENT PROVISIONS**
**INSURANCE AND INDEMNIFICATION**

## INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) 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.

(2) 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 "LFUCG") 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 LFUCG.

(3) 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 LFUCG 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.

(4) In the event LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

(5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

## FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence, $2 million aggregate<br>or $2 million combined single limit |
| Professional Liability | $1 million per occurrence, $2 million aggregate |
| Worker's Compensation | Statutory |
| Commercial Automobile Liability | $1,000,000 per occurrence |
| Employer's Liability | $500,000 |

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.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

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 LFUCG.

Verification of Coverage

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

CONSULANT 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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# ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of_____, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and _____ with offices located at_____ ("**CONSULTANT**"). **OWNER** intends to proceed with the Sanitary Sewer Collection and Conveyance System Watershed Design Consulting Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019 (the "**PROJECT**"). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, 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 obligations and 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 civil, geotechnical, structural, mechanical, electrical 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 RFQ #38-2019 (Including 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 RFQ #38-2019).

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 RFQ #38-2019, **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 RFQ #38-2019, 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 it 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** 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 Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

**6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and 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:

| Coverage | Limits |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence,<br>$2 million aggregate or<br>$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single,<br>$1 million per occurrence |
| Professional Liability | $1 million per occurrence,<br>$ 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 Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

**f.** 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).

**g.** **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.

**h.** 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**.

i. 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 documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4** **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.5.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

**CONSULTANT:**
_____

BY: _____

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2019.

My commission expires: _____.

_____
NOTARY PUBLIC

# EXHIBIT A

## Scope of Engineering

## Services and Related Matters

## RFQ #38-2019

# EXHIBIT B

## Certificate of Insurance

## and

## Evidence of Insurability

# EXHIBIT D

## Further Description of Basic Engineering Services

## and

## Related Services

**LFUCG TASK ORDER NO. _____**
**UNDER LFUCG AGREEMENT WITH_____FOR**

_____

| | CONSULTANT | OWNER |
|---|---|---|
| | _____ | Lexington Fayette Urban County Government |
| **Street Address** | _____ | 200 East Main Street |
| **City, State, Zip** | _____ | Lexington, KY 40507 |
| **Contact Person** | _____ | Charles Martin |
| **Telephone** | _____ | 859-425-2400 |
| **Fax** | _____ | 859-254-7787 |
| **E-Mail** | _____ | cmartin@lexingtonky.gov |

**Task Order Date:** _____

**Task Name:** _____

**Task ID:** _____

**SCOPE OF WORK/DELIVERABLES**

**See Attached**

**SCHEDULE OF WORK**

**See Attached**

**FEE**

**See Attached**

**ADDITIONAL PROVISIONS**

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

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

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

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

**ACCEPTED BY:**

_____
Consultant's Authorized Signature

_____
Date Signed

**AUTHORIZED BY:**

_____
Owner's Authorized Signature

_____
Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner_____.*
*A fully executed copy will be returned to the Consultant.*

**Request for Qualifications for**
**Sanitary Sewer Watershed Design Consultants**

**Request for Qualifications**

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), hereby issues this Request for Qualifications (RFQ) for professional engineering services as a Sanitary Sewer Collection and Conveyance System Watershed Design Consultant. The services required are to be provided in accordance with the terms, conditions, and specifications established herein. Required engineering services include Preliminary Design, Detailed Design, Bidding Services, and Construction Administration Services for multiple Wastewater Conveyance Projects in an assigned group of watersheds located in Fayette County, Kentucky. Wastewater Conveyance Projects shall be defined as gravity sewers and interceptors only and do not include wastewater treatment plants, sanitary pump stations, or wet weather storage facilities.

**A Mandatory Pre-Proposal Conference will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511.**

**The Firm must submit one (1) master (hardcopy), one (1) electronic version in PDF format on a flash drive, and five (5) duplicates (hardcopies) of their RFQ for evaluation purposes.**

## Background

In accordance with its Consent Decree, Lexington has prepared, submitted, and received approval from the Environmental Protection Agency (EPA) and the Kentucky Division of Water (DOW) for all implementation schedules associated with the required Remedial Measures Plans (RMPs). To date, DWQ has completed, or has underway, approximately one-half of the approved RMP projects by awarding design/bid/construction management contracts on a project-by-project basis. Because this process has introduced previously unanticipated RMP schedule challenges, Lexington's Division of Water Quality (DWQ) is changing its project delivery approach by recruiting and selecting individual consulting teams to manage and direct the completion of the remaining RMP Wastewater Conveyance Projects by watershed(s) as follows.

**Table 1 – Projects per Watershed Project Team**

| Consultant | Watershed(s) | Anticipated Number of Projects |
|---|---|---|
| Watershed Project Team 1 | West Hickman | 10 |
| Watershed Project Team 2 | East Hickman and Boone Creek | 5 |
| Watershed Project Team 3 | Town Branch and Wolf Run | 5 |
| Watershed Project Team 4 | Cane Run, North Elkhorn, and South Elkhorn | 4 |

DWQ's baseline selection criteria for the prime consultant is as follows:

- That a different prime consultant be selected for each of the four (4) teams.
- That a selected prime consultant be limited to teaming on only one (1) other team as a sub consultant.
- That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**Work is not limited to RMP projects. Selected teams may be issued Task Orders for future, non-RMP wastewater conveyance projects within an assign watershed group as determined by LFUCG.**

## Contents of Statement of Qualifications (SOQ)

Each SOQ shall be submitted as outlined in this section. **Firms may propose on all Watershed Project Team groups with award recommendations based on best fit as determined by the Selection Workgroup using the selection criteria stated in this document. A separate SOQ should be submitted for each Watershed Project Team proposed by the firm, with each SOQ emphasizing the firm's qualifications pertaining to that Watershed team.** Each submitted SOQ must include a cover letter containing the name of the Firm, the submittal date, and the Watershed Project Teams for which the Firm is proposing. The cover letter shall be a

maximum of two (2) pages and shall include a single point of contact, including phone number and email address, for notification of selection results. A table of contents should follow the cover letter, following by tabbed dividers separating each of the sections listed in the table below.

**Table 2 – Contents of SOQ and SOQ Scoring Criteria**

| Criteria | Description | SOQ to include the following information in this order: | Total Pages Allocated for Response | Possible Points |
|---|---|---|---|---|
| **Firm Qualifications** | Description of qualifications as required by the RFQ. | • Brief history of the Firm and the related services routinely provided in-house.<br>• List of related design and construction services provided by the Firm. | 3 | 15 |
| **Past Performance/ Experience** | Familiarity/Experience with wastewater conveyance projects. | • List of LFUCG RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.<br>• List of LFUCG non-RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.<br>• List of non-LFUCG wastewater conveyance projects, completed within the last five years, for which the Firm designed and/or provided construction-related services. | 10 | 20 |
| **Knowledge of LFUCG** | Familiarity/Knowledge with LFUCG's DWQ and select watersheds. | • Summarize the Firm's institutional knowledge of and | 5 | 15 |

| | | | | |
|---|---|---|---|---|
| | | experience in working with LFUCG's DWQ; note both the key employees and the roles the Firm had in the listed projects above.<br>• Summarize the Firm's local knowledge of and/or experience with Fayette County watersheds. Firms are encouraged to propose on watersheds that best correspond with their experience and capacity. | | |
| **Local Resources/ Capacity of the Firm** | Key employees are located locally, available to, and of a sufficient quantity to provide the required services. | • An organizational chart to depict responsibilities of key employees of the Firm; listing the locations of the employees.<br>• List of relevant local project team members for wastewater conveyance projects.<br>• Indicate location of office(s) which will provide services to DWQ including office location of overall Project Manager for your team.<br>• Commitment and availability of qualified Project Managers and staff to provide services requested in this RFQ.<br>• Resumes (1-page limit each) for proposed Project | 2, excluding resumes | 20 |

| | | | | |
|---|---|---|---|---|
| | | Managers and other key employees of the Firm to be assigned to the projects with their prospective roles. | | |
| **References** | Results from the Reference checks. | • Contact information from three (3) municipal clients for which the Firm has provided design and/or construction-related services. | 1 | 10 |
| **Hourly Rates** | | • Provide the employee name, job title, and hourly rate for all employees expected to provide services if awarded a Watershed Project Team contract.<br>• | 1 | 20 |
| **Required Documents** | All required Forms, Plans, Affidavits, and Reports are complete and submitted | • All Forms, Plans, Affidavits, and Reports required in this RFQ. | | Pass/Fail |
| | | | Possible Total | **100** |

**Selection Process**

LFUCG will use a Selection Workgroup process to review the submitted SOQs. Awards for each Watershed Project Team will be based on the quality and content of their SOQ along with a best value determination made by the Workgroup. To be considered for a Watershed Project Team, responders should submit an SOQ for that specific watershed team as defined in Table 1 (Examples: If requesting consideration for all four watershed teams, four separate watershed team-targeted SOQs should be submitted. If requesting consideration for one watershed team, submit one watershed team-specific SOQ.) The best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects. From a review of the SOQs received, LFUCG intends to execute an Engineering Services Agreement with four (4) firms (one (1) for each Watershed Project Team). It is intended that the Selection Workgroup will select the most qualified Firm for each watershed by following the order that the Watershed Project Teams are listed in Table 1. For example, all Firms proposing to be the West Hickman Watershed Project Team will be evaluated based on the contents of their SOQs and their best value determinations in order to select the most qualified Firm for that Watershed Project Team. The process will continue with the East Hickman Watershed Project Team and continue through the remaining teams (with previously selected Firms being removed from consideration for subsequent team selections.

**Method of Billing, Invoice and Payment**

1. Prime consultant will be responsible for coordinating the billing for the team.

2. Hourly rates are inclusive; therefore, no incidental expenses can be billed to this contract—including mileage and travel—unless it is outside of the Bluegrass Area Development District member counties at the request of LFUCG.

3. No multiplier will be allowed, bill by hourly rate only.

4. The selected consultant may submit monthly invoices for basic services or work rendered, based upon the selected consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle.
    a. Each invoice shall be accompanied by a breakdown of hours attributed to each sub-task for both the billing cycle and the cumulative project period.
    b. LFUCG shall respond to monthly invoice within thirty days, either denying or approving payment.

Specific project time sheets and other payroll information may be subject to reviews and audits by LFUCG.

**RMP Watershed Design Consultants**
**Scope of Services**

## Scope of Services

In accordance with the approved Remedial Measures Plan (RMP) schedule (Attachment A), and after the execution of the Engineering Services Agreements, Task Orders will be issued for the remaining individual collection and conveyance projects to each respective Watershed Project Team (consultant). Task Orders will be issued as needed by the Division of Water Quality (DWQ) and schedules for each Task Order will be negotiated. Each Watershed Project Team shall provide the adequate staff to meet the required schedule. Said Task Orders will generally include one or more of the following services for one or more RMP project(s): site evaluations, preliminary design, detailed design, services during bidding, Resident Project Representative (RPR), and services during construction. A generalized description of deliverables for each Task Order category is provided below.

Task 1: Site Evaluation – Tree Survey

The Watershed Project Team shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffeetree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees.

Task 2: Preliminary Design

DWQ will provide the Watershed Project Team all current and applicable General Notes, Standard Details, and standard form Contract Documents, as well as mapping as follows:

1. Mapping coverage will be 200' each side of the pipeline alignment.
2. Digital aerial color photography at a negative scale of 1" = 300'.
3. Field control surveys – horizontal and vertical ground control surveys as necessary for precise orientation of stereo models used for topographic mapping. Horizontal control shall be based on the Kentucky State Plan North Zone NAD 83 coordinate system. Vertical Control shall be based on NAVD 88 vertical datum.
4. Digital planimetric and topographic mapping at 1" = 20' scale, with a 1' contour interval.
5. All mapping will use standard mapping symbols and be in accordance with National Map Accuracy Standards. Mapping will be provided in AutoCAD 2017 and will include a digital terrain model (DTM) with break lines and mass points.
6. Digital raster orthophotography at a resolution of 0.50' pixels in TIF format suitable for use with imaging software.

The Watershed Project Team shall:

1. Conduct a design kick-off meeting and project site walk through with DWQ.

2. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.
3. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
4. Research all deeds, plats, and other property records to identify all sanitary sewer and drainage easements in favor of LFUCG and all other recorded easements.
5. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
6. Develop two (2) preliminary alignments that fully consider the alignment of existing sanitary sewer(s), existing buildings, existing utilities/utility conflicts, streams, roadways and/or other features or improvements, and their impacts to construction costs. Alternative Alignment 1 should prioritize utilization of the existing alignment to the maximum extent practical by incorporating by-pass pumping combined with dig and replace or pipe bursting solutions. Alternative Alignment 2 should reflect a constructible, relief sewer alternative.
7. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable is a memorandum.
8. Prepare Technical Memorandum (TM) No. 2: Preliminary Design documenting the following for each Alternative Alignment presented:
    a. Proposed plan for horizontal/vertical alignment identifying all potential utility conflicts.
    b. List of impacted properties and property owners.
    c. List of required temporary (construction and/or access) and permanent easements.
    d. List of easements to be released.
    e. List of required permits and respective agencies from which the permit(s) will be secured.
    f. List of agencies that will require notifications and/or approvals.
    g. Memorandum from the Phase I geotechnical review.
    h. An Alignment Recommendation and Preliminary Opinion of Construction Cost per unit cost schedule provided by DWQ.
9. Task 2 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
    a. Kickoff Meeting (Agenda prepared by DWQ)
    b. Monthly Progress Meetings (one per month minimum)
    c. Plan Review Meeting – one (1)
    d. One (1) meeting, outside of standard business hours, to present the project to the public
    e. One (1) unscheduled, unidentified meeting
10. Task 2 Deliverables:
    a. 30% Drawings for DWQ review and Capacity Assurance model verification
    b. Geotechnical Investigation – Phase I Memorandum
    c. TM No. 2: Preliminary Design Document

Notes:

1. Watershed Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the preliminary alignment submitted in TM No. 2, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".
3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. DWQ will provide recommendations for tunneling methods to the Watershed Project Team. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Watershed Project Team will be responsible for incorporating into the Contract Documents.

Task 3: Detailed Design

At the conclusion of Task 2, DWQ's RMP Program Manager will direct the team as to which Alternative Alignment will be authorized for final design, thus, final design shall not be initiated until written authorization is received from DWQ's RMP Program Manager. Most capital construction projects will be bid as a Unit Price Contract (UPC) with specific line item quantities and allocations to establish unit prices for variable quantity items, while select projects will be bid as lump sum. The Watershed Project Team will receive clear direction on the bidding approach prior to initiating detailed design. The Watershed Project Team's Scope of Work with respect to Task 3 includes but is not limited to the following:

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.
2. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 3.
3. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60%, 90% and 100% (Bid documents) milestones.
4. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
5. Watershed Project Team will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
6. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
7. Contract Drawings shall include the design and preparation of Project Specific Notes, details for any stream bank restorations of stream or ditch crossings, and all other notes and details.

8. Prepare, submit, revise as required the Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPPs should be sent to DWQ Stormwater Section Manager Greg Lubeck. Final approval of the SWPPP must be obtained prior to Task 5.
9. Prepare, and submit applications to secure all required permits including, but not limited to, those listed in TM No. 2. Application fees will be paid from the Permit Application Allowance included in the Task Order.
10. Prepare Project Specific Notes and any project specific details.
11. Complete the Bid Proposal form and any additional required Contract Specifications of the Contract Documents. DWQ shall provide Standard Form Contract Documents indicating sections requiring completion by the Watershed Project Team. All revisions to Standard Form Contract Specifications shall be brought to the attention of DWQ for final approval.
12. Prepare a Final Opinion of Probable Construction Costs per DWQ unit cost schedule.
13. Prepare for and attend one (1) Final Review meeting. The Final Review meetings are one (1) day meetings in which the Watershed Project Team must respond to questions regarding the project Contract Documents. The Watershed Project Team shall provide five (5) full size sets of Drawings and three (3) sets of Specifications to DWQ for review a minimum of two weeks prior to the Final Review Meeting.
14. Correspond and meet with all other utility companies and regulatory agencies as required for this project.
15. Task 3 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
    a. Kickoff Meeting (Agenda prepared by DWQ)
    b. Monthly Progress Meetings (one per month minimum)
    c. Final Review Meeting – one (1)
    d. One (1) meeting, outside of standard business hours, to present the project to the public
    e. Unscheduled, unidentified meetings – as directed
    f. Attendance at the Task 3 meetings is limited to those Watershed Project Team members that are making a substantive contribution to the design effort.

16. Task 3 Deliverables:
    a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification
    b. Project Benchmarks at intervals of not more than 1,000 ft. along the project alignment
    c. Geotechnical Investigation – TM No. 3: Phase II Geotechnical Report
    d. Geotechnical Investigation – TM No. 4: Phase III Geotechnical Report (if required)
    e. Final Design Contract Documents
    f. Preliminary and Final Opinions of Construction Costs

    Notes:
    1. The Watershed Project Team shall adhere to the General Plan Format and Guidance Document and Guidelines for Project Specific Notes developed for DWQ Remedial Measures Program projects.
    2. Drawings shall be prepared in AutoCAD Civil 3D 2017 or newer format.

3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
4. The Watershed Project Team is not responsible for the hydraulic evaluation of upstream or downstream portions of the sanitary sewer system.
5. All plan and profiles shall be on the same sheet.
6. Contract Drawings shall include Project Benchmarks. An associated summary table identifying each benchmark description, elevation, and Kentucky State Plane Coordinates shall be included in the Project Specific Notes.

Task 4: Easement Acquisition

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 4:

1. Prepare a metes and bounds description of each required easement to be procured or released, and a plat of the parcel indicating the easement locations. The Watershed Project Team shall prepare and submit to DWQ an easement acquisition summary spreadsheet detailing the following:
   a. Property Owner
   b. Property Address
   c. Deed book and page number for the property deed
   d. Plat references, if any
   e. Area in square feet of temporary and permanent easements to be acquired and area in square feet of easements to be released. The spreadsheet shall include descriptions of easements for which only prescriptive easement(s) exist.
2. The Watershed Project Team shall prepare the LFUCG Memorandum of Understanding (MOU) for each required easement.
3. The Watershed Project Team is not responsible for negotiating or acquiring easements. The Watershed Project Team may be expected to make timely edits to Task 4 deliverables in response to direction from DWQ's easement acquisition team and RMP Program Manager.
4. Task 4 Deliverables: easement descriptions and plats; easement summary spreadsheet and easement MOUs

Task 5: Bidding Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 5:

1. The Watershed Project Team shall submit reproducible Drawings and Specifications (Contract Documents) to the official bid document distributer, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (www.lynnimaging.com).
2. In coordination with the DWQ Project Manager, conduct the Pre-Bid Conference and prepare the summary of the conference.
3. Respond to Bidder, vendor, and subcontractor questions.
4. Prepare and distribute necessary Addenda.
5. Attend the bid opening. Verify capacity (financial, workforce, experience per Bid Documents) of the apparent low Bidder to perform the specified work and provide a Recommendation of Award.

6. Task 5 Deliverables:
    a. Pre-Bid meeting agenda
    b. Pre-Bid meeting notes
    c. Bid addenda
    d. Letter of recommendation.

Task 6: Construction Administration Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 6:

1. In coordination with the DWQ Project Manager, conduct the Pre-Construction Conference and prepare the summary of the conference.
2. Services During Construction may include but is not limited to:
    a. Coordination with the Resident Project Representative (RPR) which may or may not be employed by the Watershed Project Team
    b. Review and processing of Shop Drawings
    c. Review and respond to Requests for Information (RFIs)
    d. Issue Field Orders and Work Change Directives as needed
    e. Evaluate and provide recommendations for Change Requests
    f. Regular site visits to maintain knowledge of construction activity and progress, assume once per month
    g. Monthly Progress Meetings for which the Watershed Project Team shall be responsible for meeting agendas, handouts, and summaries
    h. Processing of Pay Requests for DWQ
    i. Final Inspection and preparation of punch list
    j. Project Certification
3. Prepare a record survey of the constructed improvements indicating the coordinates for each manhole and the rim and invert elevations for each manhole.
4. Prepare Record Drawings, in both hard copy (reproducible format) and electronic format. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Task 6 Deliverables:
    a. Record Survey and Record Drawings in electronic and hard copy formats
    b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
    c. Project Certification
    d. Project Closeout Documents

Task 7: Resident Project Representative (RPR)

The Watershed Project Team may be directed to provide full-time Resident Observation.

1. The recommended Watershed Project Team's RPR must be approved by DWQ.

2. RPR shall utilize Construction Supervisor software. All hardware and software necessary to use Construction Supervisor shall be supplied by the Watershed Design Consultant.
3. The Watershed Project Team shall provide to the RPR all equipment necessary to fulfill project needs.
4. Conduct monthly ESC inspections (twice-monthly if a targeted site). Attend LFUCG's annual ESC inspector training.

**Project Schedule**
After execution of a Task Order the Watershed Project Team shall prepare a project schedule detailing all design and construction milestones. Project schedules shall be updated at each progress meeting.

**Specific Design Cost Allocations**
Two (2) specific design cost allocations will be included for each design project.

1. One (1) geotechnical allocation will be provided to allow for the Watershed Project Team to manage, including procurement, contracting, directing and processing of invoices, the Contractor selected for any geophysical exploration, to excavate and expose underground utilities and infrastructure and to provide surveying for documenting the location of the exposed underground utilities and infrastructure.

2. One (1) utility locate allocation will be provided to allow for managing a Contractor to excavate /expose / identification / X, Y, and Z location of all underground utilities and other infrastructure, and to confirm the location of all active service locations through CCTV inspection as required by the design process and prior to construction. The Watershed Project Team shall use this allocation to contract with a Contractor to provide any exploration and/or excavation of the utilities and coordinate its surveyors to record actual locations, size, material and other required information. The Watershed Project Team will be required to ensure that the Contractor:

    A Complies with all OSHA regulations.
    B Maintains traffic control per the Manual on Uniform Traffic Control Devices (MUTCD) and approved Department of Transportation traffic control and flagging regulations.
    C Notifies Kentucky Underground Protection (811) in accordance with Kentucky Revised Statutes (KRS) and Kentucky Administrative Regulations (KAR) for each excavation.
    D Repairs/restores all paved and non-paved surfaces excavated for exposure of underground utilities or structures.
    E Provides to LFUCG or the Kentucky Transportation Cabinet (KYTC), in advance of any excavation work, any required Traffic Control Plan necessary to secure a permit for work within a right of way (ROW).
    F Maintains insurance consistent with the contractual insurance expectations of the Watershed Project Team.
    G Documentation of X, Y, and Z location of all underground utilities shall be a part of the design fee and not a part of the utility location allocation.

The tasks described above are not all inclusive of the effort needed to complete any given project. Additional tasks or sub-tasks may be assigned depending on the site specific conditions or circumstances associated with any given project.

**Miscellaneous**

1. Engineering services work for all Consent Decree projects—including RMP, are subject to "Additional Provisions" included in the Consent Decree Task Order of the LFUCG engineering services agreement.

2. Any plans, specifications and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by LFUCG's Division of Water Quality. The selected vendor shall be responsible for incorporating the comments and requirements of the division into all documents.

3. Any plans, specifications, reports and accompanying documents shall be submitted to LFUCG in their original, electronic format, and shall become the property of LFUCG.

4. Any data collection shall be compatible with existing Geographic Information System parameters used by LFUCG. Access Data Base formats will be provided.

5. Brian Marcum, Division of Central Purchasing, is the designated contact person for all questions regarding this scope of work. Contact with any city staff member involved in the selection process other than Mr. Marcum, prior to the issuances of notices of award, is prohibited. Any attempt to discuss this RFQ with city employees other than Mr. Marcum may result in disqualification of the firm's submittal for consideration.

## RMP Implementation Plan - SSO Abatement Projects

All cost estimates are provided in U.S. 2011 dollars. February 2016

| Sewer-shed | No. | Project Name | Design Cost Estimate [8] | Construction Cost Estimate | 2013 Year 0 | 2014 Year 1 | 2015 Year 2 | 2016 Year 3 | 2017 Year 4 | 2018 Year 5 | 2019 Year 6 | 2020 Year 7 | 2021 Year 8 | 2022 Year 9 | 2023 Year 10 | 2024 Year 11 | 2025 Year 12 | 2026 Year 13 | Project Capital Cost Estimate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | DESIGN | | | | | | |
| | | | | | | | | | | | | | CONSTRUCTION | | | | | | |
| East Hickman | 1 | East Hickman FM [1] | $860,000 | $9,210,000 | | | | | $300,000 | $5,045,000 | $3,865,000 | | | | | | | | $10,070,000 |
| | 2 | East Hickman PS | $1,190,000 | $13,110,000 | | | | $565,000 | $565,000 | $5,655,000 | $5,655,000 | | | | | | | | $14,330,000 |
| | 3 | East Hickman WWS Tank | $1,540,000 | $16,520,000 | | | | $770,000 | $770,000 | $8,260,000 | $8,260,000 | | | | | | | | $18,060,000 |
| | 4 | Overbrook Farm FM [1] | $120,000 | $1,080,000 | | | | | | | | | $120,000 | $1,080,000 | | | | | $1,200,000 |
| | 5 | Overbrook Farm PS [1] | $520,000 | $5,300,000 | | | | | | | | $520,000 | $4,780,000 | | | | | | $5,820,000 |
| | 6 | Overbrook Farm Trunk [1] | $420,000 | $4,250,000 | | | | | | | | | $420,000 | $4,250,000 | | | | | $4,670,000 |
| | 7 | Delong Road PS & FM [1] | $290,000 | $2,840,000 | | | | | | | | | | $290,000 | $2,840,000 | | | | $3,130,000 |
| | 8 | Armstrong Mill Trunks [1] | $100,000 | $870,000 | | | | | | | | | | | $100,000 | $870,000 | | | $970,000 |
| | 9 | Hartland 2 & 3 Trunks [1] | $170,000 | $1,580,000 | | | | | | | | | | | $170,000 | $1,580,000 | | | $1,750,000 |
| | 10 | Hartland 1 Trunk [1] | $120,000 | $1,020,000 | | | | | | | | | | | $120,000 | $1,020,000 | | | $1,140,000 |
| | 11 | Eliminate East Lake PS | $70,000 | $560,000 | | | | | | $70,000 | $560,000 | | | | | | | | $630,000 |
| | 12 | Century Hills Trunk Upsize | $150,000 | $1,400,000 | $150,000 | $1,400,000 | | | | | | | | | | | | | $1,550,000 |
| | 13 | East Lake Trunk Upsize | $80,000 | $700,000 | $80,000 | $700,000 | | | | | | | | | | | | | $780,000 |
| | 14 | Autumn Ridge Trunk Upsize | $100,000 | $900,000 | | | | | | | | | | | | | $100,000 | $900,000 | $1,000,000 |
| | 15 | Expansion Area #1 Property Acquisition [1] | $1,110,000 | $- | | | | | | | | $1,110,000 | | | | | | | $1,110,000 |
| | | EH Totals = | $6,840,000 | $59,340,000 | $230,000 | $2,100,000 | $0 | $1,365,000 | $2,225,000 | $19,490,000 | $18,980,000 | $1,630,000 | $3,190,000 | $8,270,000 | $1,810,000 | $4,890,000 | $100,000 | $900,000 | $86,160,000 |
| West Hickman | 1 | WH7 WWS Tank | $1,630,000 | $17,460,000 | | | | $1,630,000 | $8,730,000 | $8,730,000 | | | | | | | | | $19,090,000 |
| | 2 | West Hickman Main Trunk A | $380,000 | $3,800,000 | $380,000 | $3,800,000 | | | | | | | | | | | | | $4,180,000 |
| | 3 | West Hickman Main Trunk B | $560,000 | $5,780,000 | | | | $560,000 | $5,780,000 | | | | | | | | | | $6,340,000 |
| | 4 | West Hickman Main Trunk C | $440,000 | $4,400,000 | | | | $440,000 | $4,400,000 | | | | | | | | | | $4,840,000 |
| | 5 | Landsdowne South Trunk | $330,000 | $3,220,000 | | | | | | $330,000 | $3,220,000 | | | | | | | | $3,550,000 |
| | 6 | West Hickman Main Trunk D | $370,000 | $3,660,000 | | | | | | $370,000 | $3,660,000 | | | | | | | | $4,030,000 |
| | 7 | Merrick Trunk | $350,000 | $3,520,000 | | | | | | | | | | | $350,000 | $3,520,000 | | | $3,880,000 |
| | 8 | Eaton Trunk | $150,000 | $1,400,000 | | | | | | | | | | | | $150,000 | $1,400,000 | | $1,550,000 |
| | 9 | Southeastern Hills Trunk | $210,000 | $1,930,000 | | | | | | | | $210,000 | $1,930,000 | | | | | | $2,140,000 |
| | 10 | West Hickman Main Trunk E | $750,000 | $7,950,000 | | | | | | | | | | $750,000 | $7,950,000 | | | | $8,700,000 |
| | 11 | West Hickman Main Trunk F | $450,000 | $4,500,000 | | | | | | | | | | | $450,000 | $4,500,000 | | | $4,950,000 |
| | 12 | Sutherland Trunk | $160,000 | $1,640,000 | | | | | | | | | | | | | $160,000 | $1,480,000 | $1,820,000 |
| | 13 | Idle Hour Trunk | $80,000 | $700,000 | $80,000 | $700,000 | | | | | | | | | | | | | $780,000 |
| | 14 | Centre Parkway Trunk | $100,000 | $850,000 | | | | | | | | | | | | | $100,000 | $850,000 | $950,000 |
| | 15 | The Island Trunks | $100,000 | $890,000 | | | | | | | | | | | | | $100,000 | $890,000 | $990,000 |
| | 16 | Woodhill Trunk | $290,000 | $2,790,000 | $290,000 | $2,790,000 | $290,000 | | | | | | | | | | | | $3,080,000 |
| | 17 | Prather Road Trunk | $200,000 | $1,870,000 | | | | | | | | | | | | | $200,000 | $1,870,000 | $2,070,000 |
| | 18 | Richmond Road Trunk | $170,000 | $1,530,000 | | | | | | | | | | | | | $170,000 | $1,530,000 | $1,700,000 |
| | 19 | Wildwood Park Trunk | $110,000 | $1,010,000 | | | | | | | | | $110,000 | $1,010,000 | | | | | $1,120,000 |
| | 20 | WH WWTP WWS Tank [2] | $10,130,000 | $108,610,000 | | | $3,000,000 | $3,380,000 | $36,230,000 | $36,230,000 | | | $3,380,000 | $36,230,000 | | | | | $118,740,000 |
| | 21 | WH WWTP Reliability Upgrades [9] | $3,870,000 | $21,889,000 | | $3,415,000 | $75,000 | $0 | $3,889,000 | $5,364,000 | $2,800,000 | $3,761,000 | $2,950,000 | $635,000 | $1,414,000 | $725,000 | $1,115,000 | $625,000 | $26,859,000 |
| | | WH Totals = | $20,960,000 | $199,389,000 | $750,000 | $9,057,500 | $5,082,500 | $5,890,000 | $50,979,000 | $50,994,000 | $9,883,000 | $3,971,000 | $8,370,000 | $20,505,000 | $28,294,000 | $8,896,000 | $3,265,000 | $7,405,000 | $220,559,000 |
| Wolf Run | 1 | Wolf Run Main Trunk A | $210,000 | $1,990,000 | $210,000 | $1,990,000 | $1,990,000 | | | | | | | | | | | | $2,200,000 |
| | 2 | Wolf Run Main Trunk B | $230,000 | $2,180,000 | | | | $230,000 | $2,180,000 | | | | | | | | | | $2,410,000 |
| | 3 | Wolf Run Main Trunk C | $420,000 | $4,140,000 | | | | $420,000 | $4,140,000 | $4,140,000 | | | | | | | | | $4,560,000 |
| | 4 | Wolf Run Main Trunk D | $180,000 | $1,730,000 | | | | | | | | $180,000 | $1,730,000 | | | | | | $1,920,000 |
| | 5 | Wolf Run Main Trunk E | $230,000 | $2,140,000 | | | | | | | | $230,000 | $2,140,000 | | | | | | $2,370,000 |
| | 6 | Wolf Run Main Trunk F | $260,000 | $2,460,000 | | | | | | | | | $260,000 | $2,460,000 | | | | | $2,720,000 |
| | 7 | Wolf Run Main Trunk G | $220,000 | $1,990,000 | | | | | | | | | | $220,000 | $1,990,000 | | | | $2,210,000 |
| | 8 | Wolf Run WWS Tank | $740,000 | $7,940,000 | | $740,000 | $7,940,000 | $3,970,000 | $3,970,000 | | | | | | | | | | $8,680,000 |
| | 9 | Parkers Mill Trunk | $180,000 | $1,770,000 | | | | | | | | | | $180,000 | $1,770,000 | | | | $1,950,000 |
| | 10 | Bob O Link Trunk | $190,000 | $1,650,000 | $190,000 | $1,650,000 | | | | | | | | | | | | | $1,840,000 |
| | 11 | Wolf Run Pump Station | $- | $9,500,000 | $760,000 | $8,740,000 | | | | | | | | | | | | | $9,500,000 |
| | | WR Totals = | $2,880,000 | $37,490,000 | $1,160,000 | $13,120,000 | $4,970,000 | $3,970,000 | $650,000 | $5,180,000 | $1,140,000 | $420,000 | $4,130,000 | $2,970,000 | $3,760,000 | $0 | $0 | $0 | $40,370,000 |
| Cane Run | 1 | Lower Cane Run WWS Tank | $3,120,000 | $33,440,000 | | $740,000 | $11,740,000 | $15,940,000 | $15,940,000 | | | | | | | | | | $36,660,000 |
| | 2 | Expansion Area 3 PS | $720,000 | $6,980,000 | | | | $720,000 | $6,980,000 | | | | | | | | | | $7,700,000 |
| | 3 | Expansion Area 3 FM | $430,000 | $3,370,000 | | | | $430,000 | $3,370,000 | $1,080,000 | | | | | | | | | $3,800,000 |
| | 4 | Expansion Area 3 Trunk | $550,000 | $4,840,000 | | | | | $550,000 | $4,840,000 | | | | | | | | | $5,390,000 |
| | 5 | Shandon Park Trunks | $260,000 | $2,050,000 | | | | | $260,000 | $2,050,000 | | | | | | | | | $2,310,000 |
| | 6 | Winburn Trunk | $140,000 | $980,000 | | | | | $140,000 | $980,000 | | | | | | | | | $1,120,000 |
| | 7 | Thoroughbred Acres Trunk | $170,000 | $1,600,000 | | | | | $170,000 | $1,600,000 | | | | | | | | | $1,770,000 |
| | 8 | Sharon Village PS and FM | $220,000 | $1,900,000 | | | | | | $220,000 | $1,900,000 | | | | | | | | $2,120,000 |
| | 9 | Lower Griffin Gate Trunk | $90,000 | $770,000 | | $90,000 | | | | $770,000 | | | | | | | | | $860,000 |
| | 10 | Upper Cane Run WWS Tank | $500,000 | $3,980,000 | | | | | | | | $500,000 | $3,980,000 | | | | | | $4,480,000 |
| | 11 | Cane Run Trunk | $180,000 | $1,700,000 | | | | | | $180,000 | $1,700,000 | | | | | | | | $1,880,000 |
| | 12 | Lexmark Trunk A | $150,000 | $1,490,000 | | | | | | | | $150,000 | $1,490,000 | | | | | | $1,640,000 |
| | 13 | Lexmark Trunk B | $110,000 | $960,000 | | | | | | | | $110,000 | $960,000 | | | | | | $1,070,000 |
| | 14 | New Circle Trunk A | $390,000 | $3,920,000 | | | | | | | | $390,000 | $3,920,000 | | | | | | $4,310,000 |
| | 15 | New Circle Trunk B | $280,000 | $2,700,000 | | | | | | | | | $280,000 | $2,700,000 | | | | | $2,980,000 |
| | 16 | Griffin Gate Rehab [3] | $- | $- | | | | | | | | | | | | | | | $0 |
| | | CR Totals = | $7,320,000 | $70,670,000 | $0 | $2,090,000 | $11,146,667 | $12,296,667 | $17,441,667 | $15,815,000 | $2,920,000 | $4,280,000 | $6,160,000 | $2,700,000 | $0 | $0 | $0 | $0 | $77,890,000 |
| Town Branch | 1 | Town Branch WWTP WWS Tank [5] | $9,770,000 | $102,130,000 | $2,442,500 | $2,442,500 | $2,442,500 | $2,442,500 | $2,442,500 | | | | | | $4,885,000 | $39,130,000 | $39,130,000 | | $111,000,000 |
| | 2 | Town Branch PS Replacement | $100,000 | $830,000 | | | | | | $100,000 | $830,000 | | | | | | | | $930,000 |
| | 3 | Tie-in Lower Cane Run FM | $20,000 | $160,000 | | $20,000 | $160,000 | | | | | | | | | | | | $180,000 |
| | 4 | UK Trunk A | $270,000 | $2,560,000 | | | | $270,000 | $2,560,000 | | | | | | | | | | $2,830,000 |
| | 5 | UK Trunk B (Newtown Pike Extension) [4] | $- | $- | | | | $- | | | | | | | | | | | $0 |
| | 6 | UK Trunk C | $150,000 | $1,380,000 | | | | | | $150,000 | $1,380,000 | | | | | | | | $1,530,000 |
| | 7 | UK Trunk D | $240,000 | $2,330,000 | | | | | | | $240,000 | $2,330,000 | | | | | | | $2,570,000 |
| | 8 | UK Trunk E | $290,000 | $2,850,000 | | | | | | | $290,000 | $2,850,000 | | | | | | | $3,140,000 |
| | 9 | Georgetown Road Trunk | $10,000 | $100,000 | | | | | | | | | | | | $10,000 | $100,000 | | $110,000 |
| | 10 | Midland Avenue Trunk | $330,000 | $3,120,000 | | | | | | | | | | $330,000 | $3,120,000 | | | | $3,440,000 |
| | 11 | TB WWTP Reliability Upgrades [9] | $2,355,000 | $24,935,000 | | $2,600,000 | $1,491,000 | $2,653,000 | $3,141,000 | $4,045,000 | $2,815,000 | $2,678,000 | $2,900,000 | $556,000 | $441,000 | $1,573,000 | $1,497,000 | $240,000 | $27,350,000 |
| | | TB WWTP Reliability Upgrades [9] | $13,625,000 | $140,455,000 | $2,442,500 | $4,982,500 | $21,781,000 | $23,563,000 | $8,701,000 | $4,895,000 | $5,555,000 | $7,858,000 | $2,900,000 | $886,000 | $8,446,000 | $32,365,000 | $32,382,000 | $240,000 | $153,990,000 |
| North Elkhorn | 1 | North Elkhorn PS WWS Tank | $880,000 | $9,420,000 | | | | | | | | | | | | | $880,000 | $9,420,000 | $10,300,000 |
| | 2 | Eastland Trunk | $160,000 | $1,340,000 | | | | | | | | | | $160,000 | $1,340,000 | | | | $1,500,000 |
| | 3 | Liberty Road Trunk | $290,000 | $2,740,000 | | | | | | | | $290,000 | $2,740,000 | | | | | | $3,030,000 |
| | 4 | Greenbrier #2 PS | $170,000 | $1,040,000 | | | | | | | | | | | | $170,000 | $1,040,000 | | $1,210,000 |
| | 5 | Greenbrier Trunk | $30,000 | $260,000 | | | | | | | | | | | | $30,000 | $260,000 | | $290,000 |
| | 6 | Floyd Drive Rehab [6] | $- | $- | | | | | | | | | | | | | | | $0 |
| | 7 | Expansion Area 2A Projects | $- | $8,810,000 | $4,406,000 | $4,406,000 | | | | | | | | | | | | | $8,810,000 |
| | | NE Totals = | $1,530,000 | $23,610,000 | $4,406,000 | $4,406,000 | $0 | $0 | $0 | $0 | $0 | $290,000 | $2,740,000 | $160,000 | $1,340,000 | $200,000 | $2,180,000 | $9,420,000 | $25,140,000 |
| South Elkhorn | 1 | South Elkhorn PS Upsize [7] | $80,000 | $690,000 | | | | $80,000 | $690,000 | | | | | | | | | | $770,000 |
| | 2 | Muir Lane Trunk | $120,000 | $1,050,000 | | | | | | | | | | | | $120,000 | $1,050,000 | | $1,170,000 |
| | 3 | Muir Lane PS | $490,000 | $3,920,000 | | | | | | | | | | | | $490,000 | $3,920,000 | | $4,410,000 |
| | | SE Totals = | $690,000 | $5,660,000 | $0 | $0 | $0 | $80,000 | $690,000 | $0 | $0 | $0 | $0 | $0 | $0 | $610,000 | $4,970,000 | $0 | $6,350,000 |
| | | **Total (All Groups) =** | **$53,745,000** | **$536,624,000** | **$12,978,000** | **$30,745,000** | **$42,960,000** | **$47,265,000** | **$85,687,000** | **$96,374,000** | **$39,278,000** | **$18,449,000** | **$29,610,000** | **$35,411,000** | **$43,640,000** | **$46,963,000** | **$42,897,000** | **$17,965,000** | **$590,369,000** |

[1] Projects requiring property acquisition in Expansion Area #1 display the preliminary study/easement acquisition to be a separate project. For all other projects, these elements are included in the design cost estimate.

[2] West Hickman WWTP WWS Tank is expected to be constructed in phases (i.e. multiple storage bays) over the 6-year construction period shown in the schedule.

[3] The Griffin Gate Rehab project is being funded through LFUCG's annual rehabilitation program

[4] The Newtown Pike Extension project is being funded as part of the a roadway project and costs are not included in the totals.

[5] The Floyd Drive Rehab project is being funded through LFUCG's annual rehabilitation program.

[6] South Elkhorn Pump Station was recently replaced, RMP project includes additional capacity at the new facility.

[7] Design Cost Estimate includes Admin, Legal, Finance, and Land Acquisition Costs.

[8] See next page for WWTP Reliability project detail

[9] The Town Branch WWTP WWS Tank originally had three phases. This was revised to only have two phases, so the middle phase was deleted. The final completion date of 2025 has remained unchanged.

DRB version

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

To:

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

**Pre-proposal sign in sheets are attached.**

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:_____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

**SIGN-IN SHEET**
**Mandatory Pre-Proposal Meeting #38-2019**
**Engineering Services for Sanitary Sewer Watershed Design Consultants**
**September 16, 2019 @10: 30 AM**

| Representative | Company Name | DBE/MBE/WBE/ Veteran | Phone# | Email Address |
|---|---|---|---|---|
| LAURA DAVIS | CIVIL DESIGN, INC | WBE | 502-592-7854 | ldavis@civildesigninc.com |
| JOHN RICKETTS | AECOM | — | 423-548-0682 | john.ricketts@aecom.com |
| Chris Hammer | AECOM | — | 615.224.2149 | chris.hammer@aecom.com |
| SCOTT HARRIS | KAPUR | MBE | 502.434.4250 | SHARRIS@KAPURINC.COM |
| JON SCHUBARTH | HAZEN AND SAWYER | | 859-219-1126 | jschubarth@hazenandsawyer.com |
| DAVID SCHRADER | BELL | — | 859-278-5412 | DSCHRADER@HKBELL.COM |
| Megan Hogan | Bell Engineering | | 859-278-5412 | mhogan@hkbell.com |
| Kalee Yelton | Bell Engineering | | 859-250-4579 | kyelton@hkbell.com |
| Tom Bradley | Vaughn & Melton | | 859.264.0281 | tbradley@vaughnmelton.com |
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**SIGN-IN SHEET**
**Mandatory Pre-Proposal Meeting #38-2019**
**Engineering Services for Sanitary Sewer Watershed Design Consultants**
**September 16, 2019 @10: 30 AM**

| Representative | Company Name | DBE/MBE/WBE/ Veteran | Phone# | Email Address |
|---|---|---|---|---|
| WORTH ELLIS | PALMER | | 502-750-0726 | wallis@palmernet.com |
| Stephanie Blair | Palmer | | 859-355-1352 | sblair@palmernet.com |
| Bethany Shain | AECOM | | 502-217-1529 | bethany.shain@aecom.com |
| Bill Hatfield | EA Partners | | 859-296-9889 | THATFIELD@EAPARTNERS.COM |
| Joe Henry | GRW | | 859 223 3999 | jhenry@grwinc.com |
| Michael Jacobs | GRW | | 859-223-3999 | MJacobs@grwinc.com |
| Bret Lavey | Stantec | | 859-552-4980 | bret.lavey@stantec.com |
| JASON MAXWELL | STANTEC | | 859.333.9716 | JASON.MAXWELL@STANTEC.COM |
| EDDIE MESTA | INTEGRATED ENGINEERING | ✓ MBE | 859-368-0145 | EDDIE@INT-ENGINEERING.COM |
| Mike Woolum | Strand | | 859-225-8500 | mike.woolum@strand.com |
| Tiffany Rank | LFUCG-DWQ | | 859-425-2406 | tiffanyr@lexingtonky.gov |
| ROD CHERVUS | LFUCG-DWQ | | 859. 425.2406 | RCHERVUS@LEXINGTONKY.GOV |
| Jihad Hallaq | Vising Engineering | ✓ DBE | 859.333-8015 | JHallaq@Visionengr.com |
| Craig Prater | LFUCG | | 859.425.2448 | bprater@lexingtonky.gov |
| | | | | |
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**SIGN-IN SHEET**
**Mandatory Pre-Proposal Meeting #38-2019**
**Engineering Services for Sanitary Sewer Watershed Design Consultants**
**September 16, 2019 @10: 30 AM**

| Representative | Company Name | DBE/MBE/WBE/ Veteran | Phone# | Email Address |
|---|---|---|---|---|
| Rich Smith | HDR Engineering | | 859.629.4844 | rich.smith@hdrinc.com |
| Mike Hansen | HDR Engineering | | 270.564.3446 | Mike.Hansen@hdrinc.com |
| JOHN STEINMETZ | BANKS ENGR | | 881-0020 | JSTEINMETZ@BANKSENGINEERING.NET |
| Tim Hacking | MSE | | 223-5694 | thacking@mselex.com |
| Glen Ross | MSE | | 859-223-5674 | glenrosse mselex.com |
| Herb Lemaster | Tetra Tech | | 859-223-8000 | herb.lemaster@tetratech.com |
| Richard Walker | Tetra Tech | | 859-223-8000 | richard.walker@tetratech.com |
| MICHAEL HESSE | DLZ | MBE | 502.583.6353 | MHESSE@DLZ.com |
| Marcie Matheus | DLZ | MBE | 502.229.3416 | mmatheus@dlz.com |
| Phil Mazador | Kanirons | | 502-695-4357 | pmazador@kanirons.com |
| Derek Motsch | Element Design | WBE | 859-389-6533 | derek@element-site.com |
| Ron Johnson | RMJE | | 859.543.0256 | RJohnson@RMJE.NET |
| SHERRI MILLER | LFUCG | | 859-258-3523 | smiller@lexingtonky.gov |
| Bob Peterson | LFUCG | | 859-425-2438 | RPETERSON@LEXINGTONKY.GOV |
| Brian Mace | LFUCG | | 859-258-3320 | bmace@lexingtonky.gov |
| C Martin | LFUCG | | 859-425-2400 | cmartin@lexingtonky.gov |
| | | | | |

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.

On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 20121 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" ***if*** the company has yet to select

firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

Todd Slatin

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:_____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

# EXHIBIT B

## Certificate of Insurance

## and

## Evidence of Insurability

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2019

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

**PRODUCER**

The Underwriters Group, Inc.
1700 Eastpoint Parkway
P.O. Box 23790
Louisville, KY 40223

**CONTACT NAME:**

PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411

E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Fire Insurance Company | 19682 |
| INSURER B: Hartford Casualty Insurance Company | 29424 |
| INSURER C: Sentinel Insurance Company Ltd | 11000 |
| INSURER D: XL Specialty Insurance Company | 37885 |
| INSURER E: | |
| INSURER F: | |

**INSURED**

GRW Engineers Inc.
GRW Aerial Surveys, Inc.
GRW of Kentucky PSC
801 Corporate Drive
Lexington, KY 40503

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | X | X | 33RHUZB9558 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | X | 33WEIC7873 | 03/01/2019 | 03/01/2020 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| D | Professional Liability | | X | DPR9922461 | 03/01/2019 | 03/01/2020 | Per Claim | 5,000,000 |
| | | | | | | | Aggregate | 5,000,000 |

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

team 2 (East Hickman & Boone Creek) engineering services for sanitary sewer watershed design

**CERTIFICATE HOLDER**

LFUCG

200 E Main St

Lexington, KY 40507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

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DS#6456679

# EXHIBIT C

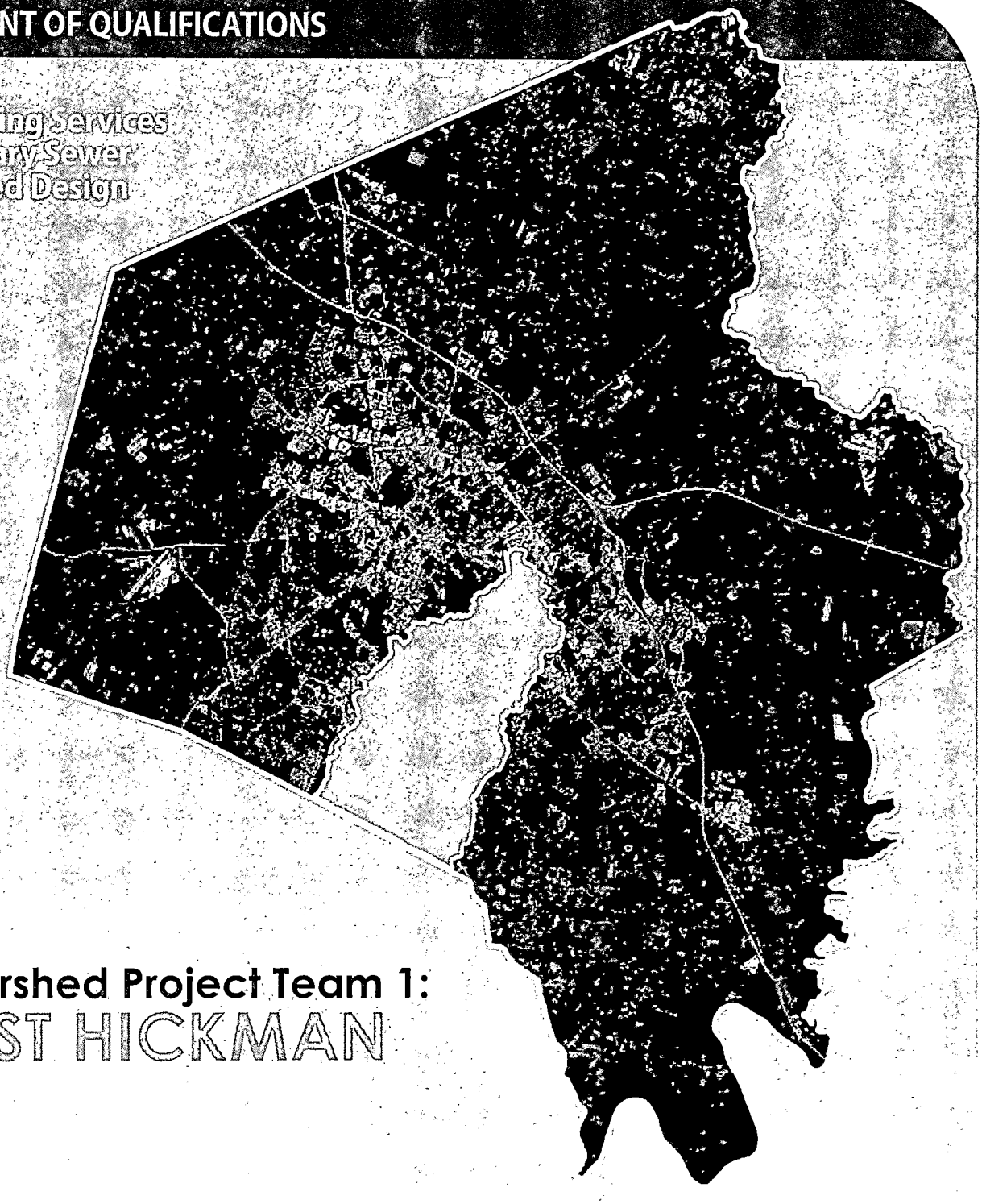
## Proposal of Engineering Services

## and

## Related Matters

# STATEMENT OF QUALIFICATIONS

Engineering Services for Sanitary Sewer Watershed Design



## Watershed Project Team 1:
# WEST HICKMAN

## RFP # 38-2019
## Lexington-Fayette Urban County Government
September 27, 2019

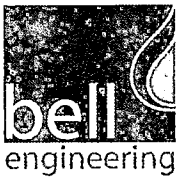
engineering | architecture | geospatial

in association with

bell engineering




*In association with*




# Statement of Qualifications

## Watershed Project Team 1: West Hickman

# Engineering Services
# Sanitary Sewer Watershed Design | RFP # 38-2019
# Lexington-Fayette Urban County Government

## Table of Contents

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**Section 1.0** Firm Qualifications

**Section 2.0** Past Performance/Experience

**Section 3.0** Knowledge of LFUCG

**Section 4.0** Local Resources/Capacity of the Firm & Resumes

**Section 5.0** References

**Section 6.0** Hourly Rates

**Section 7.0** Required Documents

# COVER LETTER

**GRW** | engineering | architecture | geospatial
*801 Corporate Drive | Lexington, KY 40503*
*859.223.3999 | www.grwinc.com*

September 26, 2019

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

**Subject: RFP #38-2019 | Engineering Services for Sanitary Sewer Watershed Design (TEAM 1)**

Dear Mr. Slatin and Selection Committee Members:

Our team appreciates the opportunity to respond to the Lexington-Fayette Urban County Government (LFUCG)'s Request for Proposals for the services you need to complete the remaining RMP wastewater conveyance projects at the identified watersheds in your service area.

As you move forward with selection of consultants, GRW in association with Bell Engineering, would like to express our sincere interest in partnering with you to successfully complete these projects. **We are submitting proposals for ALL FOUR project areas. This SOQ addresses the work at:**

- **Watershed Project Team 1: West Hickman**

## CONTACT INFORMATION

**Main Contact**
Joe Henry, PE
859-223-2999, ext. 213
859-227-0246
jhenry@grwinc.com

**Notification of Results**
Please email:
info@grwinc.com

**The GRW/Bell Team Commitment to LFUCG:** The GRW/Bell Team understands the high expectations of the LFUCG Division of Water Quality and their RMP management consultant. We have assembled an experienced team of Project Managers and staff to complete these projects. Many of these team members have worked closely with you in the past and will provide the high-quality contract documents you expect. See Section 3.0 and 4.0 for information about our project team and our familiarity with your watersheds, as well as information about the GRW/Bell approach to completing your assignments.

**Familiarity/Experience with LFUCG Watersheds & Wastewater Conveyance:** The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget. Sections 2.0 and 3.0 included details about our experience – and well as details about our work with LFUCG. **We're also local:** Our entire team – from all Project Managers to all subconsultants – are located in Lexington, KY.

As you evaluate our submittal, please do not hesitate to contact us if you have any questions. You're embarking on an important project for the community; we're ready to work with you to meet your implementation schedules and required objectives.

Sincerely,

Joe Henry, PE
GRW Vice President

859-223-3999, ext. 213
jhenry@grwinc.com

# SECTION 1.0 | Firm Qualifications

# 1.0 Firm Qualifications

## Growing & Evolving for More than 50 Years

GRW is a multidiscipline design consulting firm offering full-service engineering, architectural, and geospatial capabilities. Founded in 1964 by G. Reynolds Watkins to provide water resources engineering, our employee-owned firm has grown to become nationally recognized and has offices in Indiana, Kentucky, Tennessee, and West Virginia.

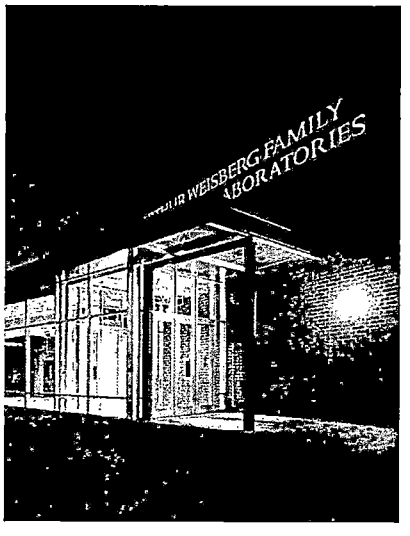


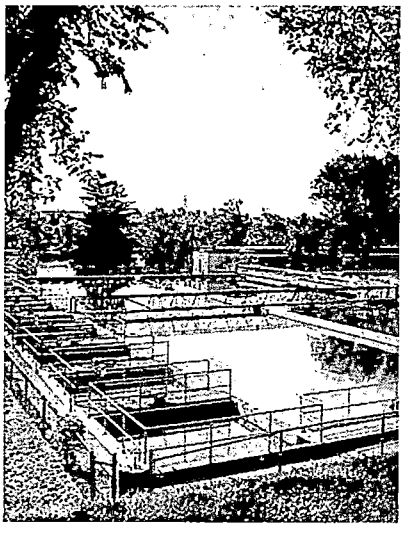

## In-House Multidiscipline Teams Promote Collaboration

Our project teams provide comprehensive technical expertise for all types of infrastructure design from planning and conceptual phases through construction administration and observation. GRW employs experienced water resources, mechanical, electrical, structural, transportation, and site/civil engineers; architects; landscape architects; and planners, as well as geospatial (surveying, GIS) professionals. This means our firm serves clients' needs ranging from roads/streets engineering to water, wastewater and stormwater engineering, as well as comprehensive building design and municipal planning.

### GRW Services Routinely Provided In-House:

- Water, Wastewater & Stormwater Engineering
- Surveying
- Aerial Mapping, GIS
- Construction Administration & Resident Project Representation
- Civil/Site Engineering
- Electrical/Instrumentation
- Engineering
- Architecture
- Mechanical Engineering
- Structural Engineering
- Landscape Architecture
- Funding Assistance from KIA to CDBG
- Transportation Engineering
- Sustainable Design
- Operations & Management Support
- Anti-Terrorist Force Protection / Physical Security
- Permitting

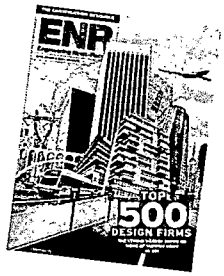






# A Few Things We're Proud Of

- **Award-winning Projects:** To date, 51-plus American Council of Engineering Companies (ACEC) Engineering Excellence Awards.
- **National Recognition:**
  - ✓ Since 1972, ranked in *Engineering News Record's* Top 500 Design Firms in the U.S.



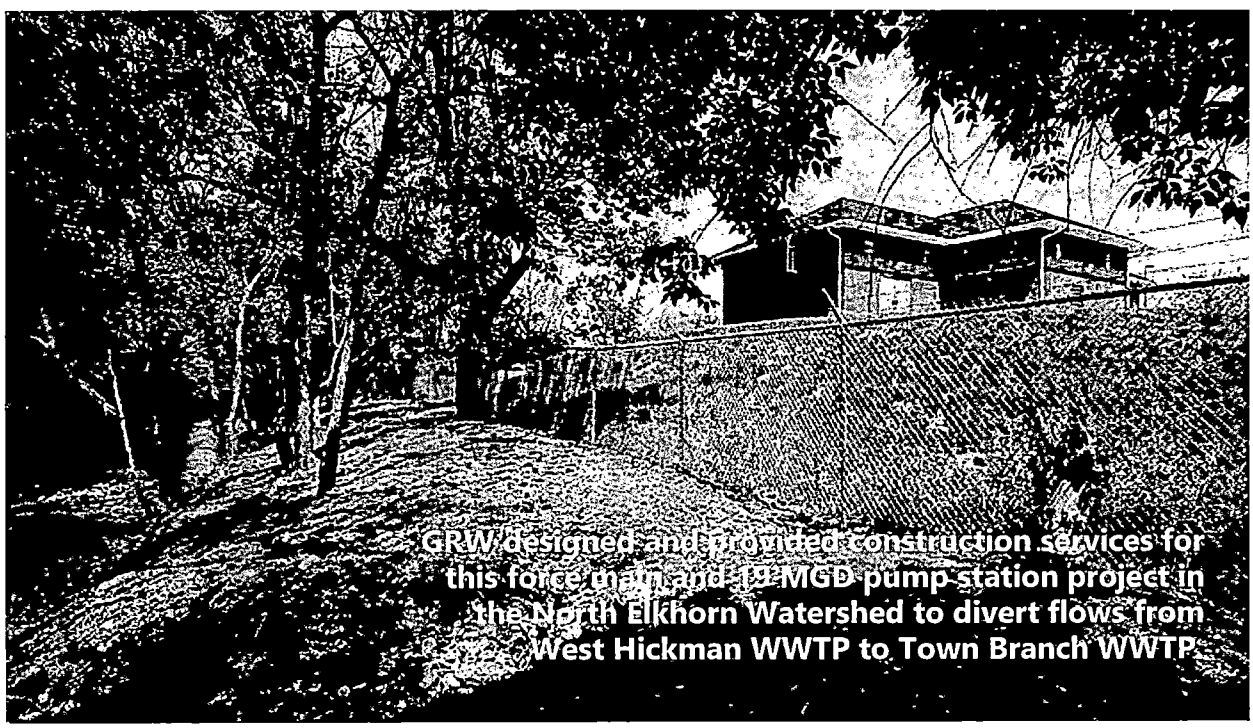

- ✓ Listed among *Building Design and Construction's* Giants 300: the Top Architect-Engineer Firms.
- ✓ **Our Clients:** Approximately 90 percent of our clients are repeat customers.

GRW understands that consulting engineering is a relationship business. We fully understand the importance of gaining your respect, proving our worth, and being there long after the successful project is completed.

# GRW Wastewater System Engineering Services

The planning and design of adequate water resources facilities are essential for communities to grow and attract new business – this is a cornerstone of GRW's service offerings. Whether we're expanding or improving an existing system or implementing a new facility or solution, our in-depth knowledge of applicable laws and regulations, combined with problem-solving design and the latest technology, enable us to optimize the planning, design, construction and startup of our clients' projects.

GRW has successfully completed several hundred sanitary sewer design projects, including collector sewers, interceptor sewers, force mains and pumping stations of all sizes and types. Our fully trained staff of engineers and technicians has worked on projects ranging from small diameter low pressure grinder pump systems (LPGPS) to small 8-inch residential collector sewers, gravity sewers up to 120 inches, force mains up to 48 inches, and wastewater pumping stations as large as 56 MGD. Many of these projects have been designed and constructed on or closely adjacent to private properties in neighborhoods, urban areas, industrial parks, and business districts. GRW is extremely aware of the sensitivity required when working in close proximity to these property owners and the importance of communication and cooperation with the impacted parties. We always aim to deliver high-quality design and specification documents with plans are clear, easy to understand.



GRW designed and provided construction services for this force main and 19 MGD pump station project in the North Elkhorn Watershed to divert flows from West Hickman WWTP to Town Branch WWTP.

We also are pleased to introduce our local teammate for your projects – **BELL ENGINEERING**.

Key professionals from Bell's Lexington, KY, office will be providing project management, project engineering, CADD support, and construction document administration, as well as technical advice and QA/QC assistance.

Founded in Lexington in 1914 by Howard K. Bell, Bell Engineering has earned a solid reputation as a provider of innovative engineering applications that fulfill community and industry needs around the country.

Originally operating as Howard K. Bell Consulting Engineers, Bell was the first consulting engineering firm in Kentucky and specialized primarily in water, wastewater and stormwater engineering. The firm's corporate headquarters remain in Lexington; there are branch offices in Hopkinsville, KY, and Asheville, NC.

From determining the best water quality solutions to finding safe, efficient and environmentally sound ways to manage wastewater resources, Bell offers a full range of engineering services for water and wastewater systems.

**Like GRW, Bell provides comprehensive wastewater engineering systems services**

## Related Design & Construction Services Routinely Provided by GRW & Bell

- Wastewater Facilities Plans and System Master Planning
- Computer Hydraulic Modeling
- Force Mains, Collector & Interceptor Sewers
- Infiltration/Inflow Abatement, Flow Monitoring & SSES Studies
- Sanitary Sewer Evaluation/Rehabilitation
- CSO Plans & Facilities
- Sanitary Sewer Overflow Plan Development
- Odor Control/Abatement
- Pumping Stations
- Public Relations Program Support
- Treatment Facilities
- Industrial Pretreatment & Treatment
- Sludge Treatment & Disposal
- Instrumentation/SCADA
- Capacity Management & Operations & Maintenance (CMOM) Compliance
- Cost Estimating & Financial/Rate Analysis
- O&M Manuals
- Operator Training & Start-Up Assistance
- Construction Administration & Resident Project Representation

# Subconsultants

To assist in meeting project delivery/schedule requirements – as well as to assist LFUCG in meeting its DBE goals – the GRW/Bell team includes the following subconsultants. Firms meeting DBE-certification requirements are noted.

### Geotechnical

- Consulting Services Incorporated (CSI)
- L.E. Gregg Associates
- Geotechnology, Inc.

### Land Surveyor

- Abbie Jones Consulting **(WBE)**
- Vision Engineering **(DBE)**

### Environmental/Cultural

- Third Rock Consultants **(WBE)**

### Tree Survey

- Dave Leonard Tree Specialists

Playing a key role on the team will be **VISION ENGINEERING (DBE).** Vision's team members are supporting our team's services related surveying, as well as project management, project engineering, easements and resident project representation. Located in Lexington since 2003, the firm specializes in water resources, civil, and geotechnical engineering, and surveying.

Vision has worked with LFUCG on numerous RPR projects and recently completed thousands of linear feet of sanitary sewer gravity line (survey, design, final design, easement acquisition, bidding, and construction administration); two of the most relevant projects are West Hickman Trunk B and West Hickman Trunk D, both completed on time and below budgets

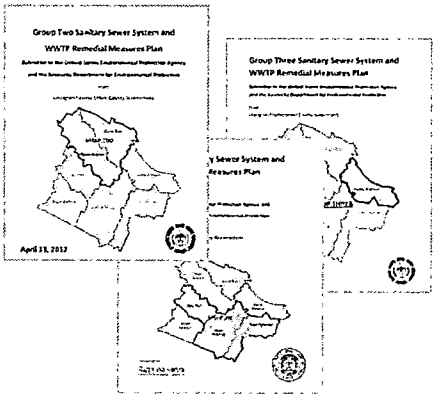
# SECTION 2.0 | Past Performance/ Experience

# 2.0 Past Performance/Experience

This section provides examples of wastewater conveyance projects completed by GRW, Bell and Vision.

**LFUCG RMP Wastewater Conveyance Projects**

- Wolf Run D & E Trunk Sewers
- Wolf Run Trunk A
- Brunswick & Floyd Drive Sanitary Sewers
- West Hickman Trunk B
- West Hickman Trunk C
- Expansion Area 3 Gravity Sewer
- Lansdowne Sanitary Sewer



**LFUCG non-RMP Wastewater Conveyance Projects**

- East Hickman Wet Weather Flow Storage, Pumping & Conveyance
- Expansion Area 2A Watershed Pump Station & Force Mains
- North Elkhorn Watershed Force Main & Pump Station
- Blue Sky Pump Station & Force Main
- Lower Town Branch Watershed Interceptor Sewers, Force Main & PS
- South Elkhorn Trunk Sewers & Force Mains
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

**Non-LFUCG Wastewater Conveyance Projects (last five years)**

- Hebron Area Sanitary Sewer Improvements, Sanitation District No. 1, Ft. Wright, KY
- Master Street Interceptor Relief Sewer, Corbin City Utilities, Corbin, KY
- Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY
- Veterans Memorial Force Main, Bowling Green Municipal Utilities, Bowling Green, KY
- Harrodsburg Corning Glass Forcemain, Harrodsburg, KY

## LFUCG RMP Wastewater Conveyance Projects

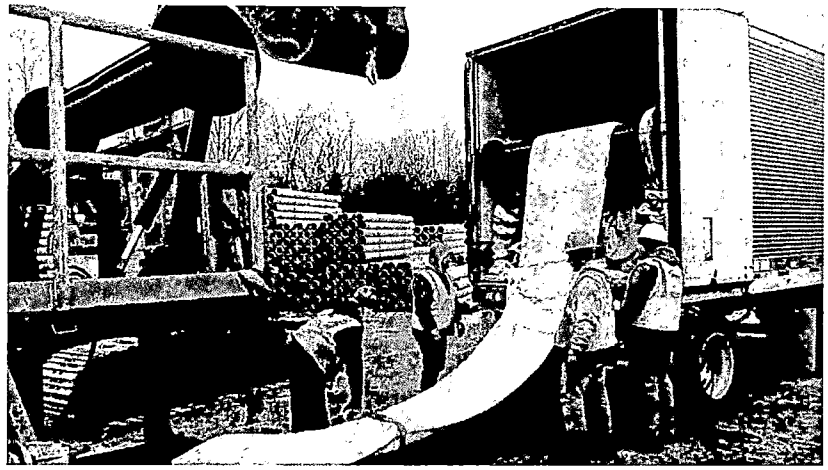
Proposed in LFUCG's Remedial Measures Plan and submitted to USEPA, these projects are deliverables of LFUCG's Consent Decree agreement, entered into with the U.S. Environmental Protection Agency, and the Kentucky Environmental and Public Protection Cabinet. Among the concerns to be resolved by these projects are increased volumes of sewer flows during wet weather events, resulting in overflows from the sewage collection system.

### Wolf Run D & E Trunk Sewers

LFUCG selected GRW to design replacement sewers for the existing Wolf Run trunk sewers D & E that fall under Group 1 outlined by the West Hickman, East Hickman, and Wolf Run watersheds. Wolf Run trunk sewers D & E are addressed as part of this project to help reduce SSOs within the Wolf Run watershed to ensure compliance with the Consent Decree. Wolf Run Trunk D includes installation of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes installation of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer. Construction for this project is planned to be complete by year 2021.

**Client Contact:** Bob Peterson, PE, Project Manager, LFUCG, (859) 425-2438, rpeterson@lexingtonky.gov

## Wolf Run Trunk A Sewer Rehabilitation

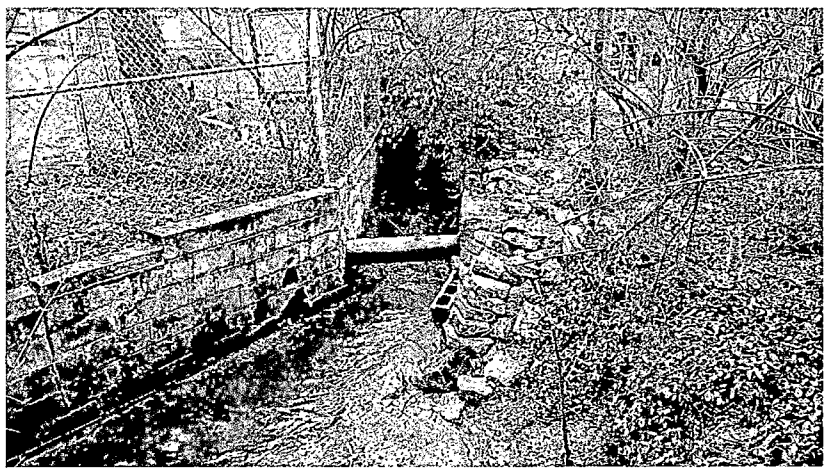


LFUCG selected Bell Engineering to complete the Wolf Run Trunk A sewer rehabilitation project. This was accomplished by cured-in-place-pipe (CIPP) lining of approximately 1,545 LF of 30-inch diameter sanitary sewer, including brick sewer, running from the old Wolf Run Pump Station at 755 Enterprise Drive at manhole WR1_1 to manhole WR1_95. In addition, approximately 165 vertical feet of manhole rehabilitation with Sprayroq lining system for 12 existing manholes. The project was funded through KIA. Based on flow monitoring results, the project reduced I/I by approximately 40%.

The Remedial Measures Plan identified the need for a 1.8 million gallon equalization tank and pump station to be located upstream of this project to alleviate peak flows and allow this section of trunk sewer to remain 30-inch.

**Client Contact**: T.J. Taylor, Project Manager; (859) 425-2400; LFUCG

## Brunswick & Floyd Drive Sanitary Sewers



LFUCG selected Bell Engineering to complete the Brunswick & Floyd Drive Sanitary Sewers rehabilitation project.

In the Floyd Drive area, roughly 600 LF of 8-inch sewer line and 3 manholes with evidence of I/I were eliminated. A new sewer line and manholes were installed which also eliminated two stream crossings, moved the line out of the flood plain and improved the system hydraulics.

At Brunswick Drive, an old pump station wetwell that held several feet of sewage prior to exiting the structure was eliminated by adding a new sewer line and manholes. The new line and manholes rerouted the sewer allowing for removal of the old wetwell. These upgrades also improved system hydraulics.

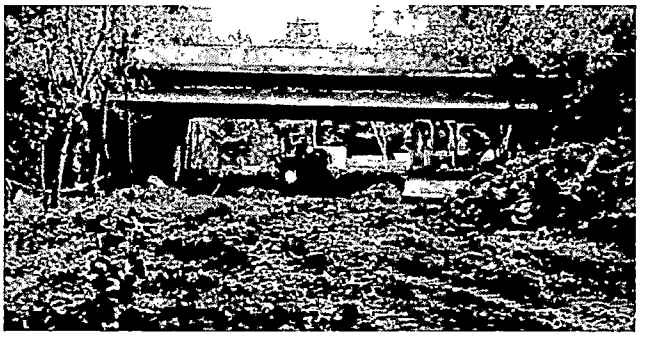
**Client Contact:** Craig Prater, CAP Program Manager; (859) 425-2446; LFUCG

## West Hickman Trunk B (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,900 LF of 48 inch RCP with 60 inch Hobas pipe for this LFUCG project. The project begins at Veteran Park and tie-in point to West Hickman Trunk C is at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 LF of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

## West Hickman Trunk C (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,600 LF of 42 inch RCP with 54 inch Hobas pipe for this LFUCG project. The project begins at tie-in point to West Hickman Trunk B and extends to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 LF of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget.

## Expansion Area 3 Gravity Sewer (RMP: 2017)

Vision Engineering provided preliminary study and design services for the Expansion Area 3 gravity sanitary sewer project for LFUCG. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 LF of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pike.

## Lansdowne Sanitary Sewer (RMP: 2017)

Vision Engineering completed the preliminary study for the Lansdowne sanitary sewer project for LFUCG. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing

**Client Contact for the Above:** Mark Fisher, PE; Project Engineering Coordinator
LFUCG, (859) 425-2400, mfischer@lexingtonky.gov

# LFUCG non-RMP Wastewater Conveyance Projects

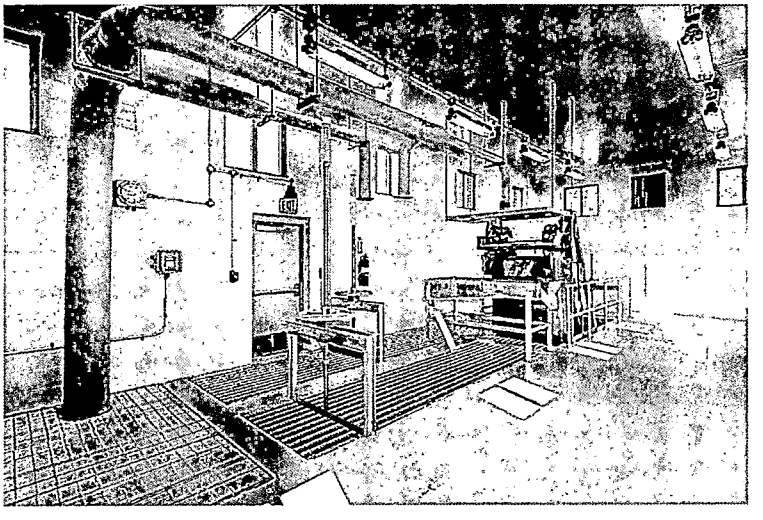
## East Hickman Wet Weather Flow Storage (6.0 MG) Pumping, (32.5 MGD) & Conveyance

GRW provided site assessment, preliminary and final design, easement acquisition, bidding assistance, and construction phase services, as well as KIA funding support services for the East Hickman wet weather storage, pumping facility, and force main project. Environmental services were also included.

GRW designed a 6.0 MG, prestressed concrete, wet weather storage tank, and associated 20.1 MGD dry weather pumping station and 12.4 MGD wet weather pumping station. These facilities allow LFUCG to collect and store a large volume of wastewater – usually during a rainstorm – that overwhelms the capacity of the existing pump station and gravity sewer, and cannot be conveyed immediately for treatment to the LFUCG West Hickman Wastewater Treatment Plant. **In addition to the storage tank and pumping facilities, the project included realignment of 10-inch Blue Sky force main, and connection to 30-inch force main; extension (245 LF) of the existing 48-inch East Hickman Trunk Sewer with Ipex Vortex flow insert for odor control; new 24-inch East Lake trunk sewer (1,060 LF); and miscellaneous 12-inch and 15-inch gravity sewers**

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Expansion Area 2A Watershed Pumping Station & Force Mains

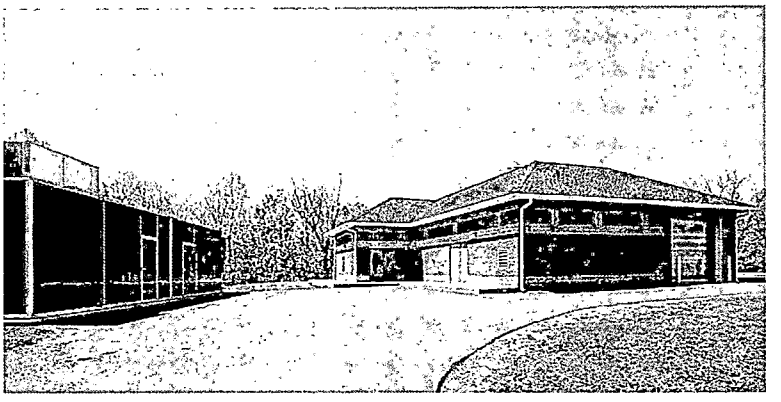


LFUCG's Expansion Area 2A had been identified for future development in the 2000 LFUCG Comprehensive Plan. Expansion Area 2A is generally located to the east of I-75 and south of Winchester Road (US 60). This sewer shed area consists of proposed developments (Hamburg East), existing developments (including the Hamburg Mall shopping center), and existing residential developments (such as Glenn Eagles, Blackford and part of Greenbriar).

The multiphase project includes a new 10 MGD pumping station; 4,800 LF of 24" force main; and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included a bore under I-75 for a 24" force main, and a 30" bore under I-75 for a 16" gravity sewer. The new gravity sewers allowed LFUCG to decommission five existing pump stations (Hamburg Farm, Man O' War, Greenbriar 1, Blackford and Gleneagles) by removing the stations and flowing by gravity to a new 48" gravity trunk sewer (constructed by a developer) which was extended into the new Expansion Area 2 A Pump Station.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## North Elkhorn Watershed Force Main & Pumping Station (19 MGD)

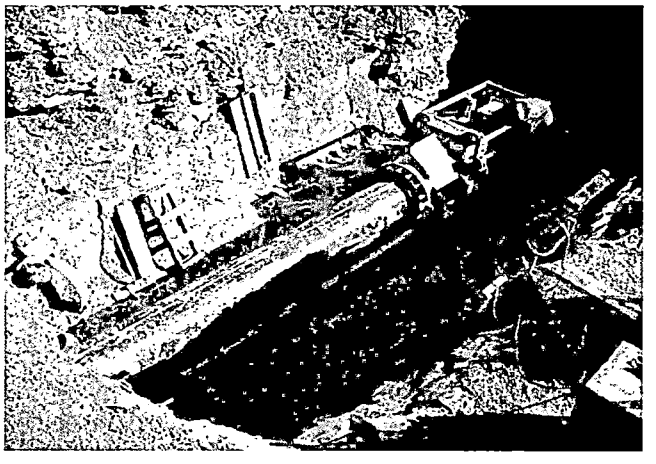


One of the key elements of the Lexington-Fayette County Urban Government's (LFUCG) long-range wastewater master plan is the diversion of existing and future wastewater flows from the high-growth West Hickman Creek Wastewater Plant drainage area to the Town Branch Wastewater Treatment Plant drainage area, which had available capacity.

To divert to the flows, GRW designed the 19 MGD North Elkhorn Watershed Pumping Station replacement and **new 30-inch and 36-inch force main**. Further, approximately 40,000 linear feet of 30-inch and 36-inch force main was constructed across the center of Lexington in a combination of private easements and crowded city streets. Several miles of force main were installed parallel to Interstate 75 and inside the interstate's right-of-way. GRW coordinated extensively with local elected officials, and state and federal agencies including the Kentucky Transportation Cabinet and the Federal Highway Administration.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Blue Sky Pump Station & Force Main



The Blue Sky WWTP Elimination project had been a longstanding environmental concern for Lexington and the Kentucky Division of Water. The Consent Decree provided a mechanism to resolve those concerns without establishing dangerous precedents that would not be in the best interests of ratepayers.

To identify the required capacity of the new Blue Sky Pump Station and Force Main, Bell Engineering completed a detailed evaluation of existing and future flows was conducted. LFUCG's 2011 Sanitary Sewer Remedial Measures Plan (RMP) included construction cost estimates that reflected the hydraulic impact of a pump station at Blue Sky. The peak pump station flow rate used was 435 gpm, which was derived from flow monitoring completed in 2010.

Three alternatives were developed to serve the Blue Sky RAC. Ultimately, LFUCG decided to implement the second alternative which included accommodating the existing flows at two WWTPs and underdeveloped and vacant land within the Blue Sky RAC. This alternative required an 800 gpm pump station at the Blue Sky WWTP site, **26,000 LF of 10-inch force main** and decommissioning two WWTP's. This project was completed with 100% KIA funding and included easement preparation and acquisition assistance for approximately 25 easements.

**Client Contact**: Steve Farmer, Project Manager, LFUCG, (859) 425-2404

## Lower Town Branch Watershed Interceptor Sewers, Force Main & Pumping Station

LFUCG constructed a major wastewater interceptor system and pumping station to serve a large undeveloped tract within its urban service area. This project allowed the existing Blackburn Correctional Complex and Federal Medical Center wastewater treatment plants to be eliminated/decommissioned; the new Lower Town Branch Pump Station now serves these two prisons. The force main of the pumping station also picked up several existing pumping stations in route to the treatment plant.

GRW conducted a land use analysis of the undeveloped land to determine the ultimate load on the interceptors and pumping station based on the zoning of the area. The flows from the existing treatment facilities were also analyzed.

A computerized hydraulic analysis of the entire system, from the interceptors to the treatment plant, was made. This analysis included the lift stations which were to be connected to the force main between the new pumping station and the treatment plant. Based on information from the hydraulic analysis, GRW designed **12-inch to 30-inch gravity lines and a 24-inch force main.** The initial capacity of the pumping station is 5.0 MGD, expandable to 7.5 MGD.

## South Elkhorn Trunk Sewers & Force Mains

The south section of the City of Lexington is the fastest growing area in Fayette County. New homes and subdivisions put increasing pressure on the private wastewater treatment plants that serve these subdivisions.

This project replaces three privately owned and operated wastewater treatment plants -- South Elkhorn Service Company Wastewater Plant, Monticello Estates Wastewater Plant, R.J. Reynolds Wastewater Treatment Plant, as well as three private pumping stations. The project included the construction of **approximately 40,000 LF of 42", 36", 30", 24", 18" and 15" gravity sewers and 21,000 LF of 24" force mains, transferring flow to the West Hickman Wastewater Treatment Plant drainage area.**

## Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

This project consisted of a preliminary study and final design for the provision of sanitary sewer service to the remaining 800 existing unsewered properties within the Urban Service Area of Fayette County. Since 1974, the LFUCG has implemented a program to develop additional sanitary sewer service for the Urban Service Area and near 12,000 properties have been removed from septic tank service through the construction of new facilities. The remaining properties were identified and separated into three phases of design and construction. Phase I design has been completed and consists of **31,500 LF of 8-inch diameter gravity sewer, and 5,000 LF of force main** to connect several portions within the LFUCG Service Area to the existing sanitary sewer system. In addition, six new pump stations were designed and an existing pump station will be decommissioned.

The collector sewer portion of the sanitary sewers will be paid for by the property owners through an Assessment Bond and financed over 20 years. Extensive financial analysis was performed to determine the "fairshare" for the property owners. Construction is pending dependent upon availability of financing by the property owners and the LFUCG.

**Client Contact for the Above:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

# Non-LFUCG Wastewater Conveyance Projects (last five years)

## Hebron Area Sanitary Sewer Improvements

### Sanitation District No. 1 | Ft. Wright, KY

Sanitation District No. 1 (SD1) selected GRW to provide services to evaluate, design, and oversee the construction of improvements to expand wastewater system capacity in the District's Hebron service area, in northern Boone County, near Covington, KY.

The rapidly growing area is served by a series of pump stations (Sand Run PS, Wyndemere PS, Thornwilde PS, IDI PS), which convey flows to the Dry Creek Wastewater Treatment Plant. Several of the pump stations were nearing capacity; GRW designed improvements for all four ranging from new facilities to renovations.

The project also includes major improvements to the existing force main and gravity sewer lines. Force main improvements include **extending an existing force main approximately 2,540 LF and constructing approximately 8,550 LF of new 16" diameter force main.** The improvements to the existing gravity sewer lines include **dig and replacing approximately 3,300 LF of 15" diameter sewer to 30" diameter sewer and approximately 1,600 LF of 8" diameter sewer with 12" diameter sewer**. This work will also include the replacement of approximately 12 manholes with larger 5-foot diameter manholes. GRW's engineering work will ensure the pump stations, along with associated force mains and gravity sewer lines receive improvements that maximize capacity and operational efficiency to better serve the area now and in the future.

**Design Completion:** 04/01/2017

**Client Contact:** Daniel Doss, PE, Project Engineer, Sanitation District No. 1, (859) 578-6755, ddoss@sd1.org

## Master Street Interceptor Relief Sewer

### Corbin City Utilities Commission | Corbin, KY

The City Utilities Commission (CUC) of Corbin, KY selected GRW to provide planning, design, bidding, and construction phase services for improvements to an existing gravity sewer system along Master Street (State Highway 312) in Knox County. The initial plan consisted of installing a new parallel sewer beside the existing 10" clay sewer that is located in the center turning lane of Master Street. The parallel sewer would eliminate the reoccurring sanitary sewer overflows (SSOs) that CUC had been experiencing. Upon initiating the field work it was determined that there would not be enough room, due to existing utilities, to install a parallel sewer. GRW worked with CUC on other route selections but CUC ultimately elected to **dig and replace the approximately 3,000 LF of 10" diameter clay sewer with a new 24" diameter PVC sewer line.** This new sewer line would be installed in the same location as the 10" sewer, in the middle of Master Street, but at a greater depth to eliminate a few shallow manholes. Additionally there will be 11 manholes replaced.

**Design Completion**: 09/01/2019

**Client Contact:** Ron Herd, PE, General Manager, Corbin City Utilities Commission, (606) 528-4026 Ext.100, ron.herd@corbinutilities.com

## Methodist Home Pump Station Basin Wastewater Capacity Improvements

### City of Versailles | Versailles, KY

To prepare for expected commercial and industrial development on the east side of Versailles, the City requested GRW evaluate the capacity of the Methodist Home Pump Station (MHPS) and the Big Sink Road drainage basins. Based on findings from the study, GRW was selected to provide design, construction administration and resident project representation services for wastewater system improvements needed to meet future demands and manage existing peak wet weather flows. Included:

- **Approximately 2,860 LF of new 18-inch gravity sewer along Lexington Road.**
- **Approximately 4,200 LF of 12-inch force main from the new MHPS to the new gravity sewer.**
- **Approximately 2,200 LF of new 24-inch gravity sewer parallel to the existing gravity sewer in order to increase the gravity sewer capacity in the Big Springs Park area.**
- Replace the existing MHPS with a new pump station with an ultimate capacity of 1,900 gpm. The new station will have a duel pump bay wet well allowing for pumping from the primary low flow wetwell with an overflow to a high flow wetwell side.

**Construction Completion:** 08/23/2018

**Client Contact:** Bart Miller, Public Works Director, City of Versailles, (859) 873-2245, bmiller@versaillesky.com

## Veterans Memorial Force Main

### Bowling Green Municipal Utilities | Bowling Green, KY

Bowling Green Municipal Utilities selected GRW to provide planning, design, bidding, construction administration, and resident project representative services for approximately **30,000 LF of new 24-inch PVC force main, including eight road crossings and one railway crossing** installed within bored steel encasement pipe, and seven stream crossings. The new force main will provide conveyance for over 6,000 gallons per minute of wastewater from four existing pump stations, and will include stub outs for future connections. The project also includes design and placement of odor control facilities at appropriate locations along the force main.

**Substantial Completion:** 2020

**Client Contact:** Scott Neighbors, Wastewater Engineering Project Manager, Bowling Green Municipal Utilities, (270) 782-1200, scott.neighbors@bgmu.com

## Harrodsburg Corning Glass Force Main

### City of Harrodsburg | Harrodsburg, KY

GRW provided design, construction administration, and resident project representative services for approximately **8,500 LF of 8-inch PVC force main** to convey process wastewater flows from the Corning glass manufacturing plant to the Western Trunk Interceptor Sewer to mitigate sanitary sewer overflows in the downtown area of Harrodsburg. Existing pumps within the Corning facility are used to pump the wastewater flows.

**Construction Completion:** 05/01/2017

**Client Contact:** Art Freeman, Mayor, City of Harrodsburg, (859) 734-7705 x106, afreeman@harrodsburgcity.org

# 3.0 Knowledge of LFUCG

## Introduction & Familiarity with LFUCG's Division of Water Quality

***Summarize the firm's institutional knowledge of and experience in working with LFUCG's DWQ.***

GRW and Bell Engineering have worked with the City of Lexington and Fayette County since the inception of their companies, 1964 and 1914, respectively. GRW and Bell are both Lexington-based companies with nearly 170 combined employees located in Lexington. Our firms were founded as water and wastewater engineering firms to serve municipal clients such as the LFUCG. Several of our subconsultants, Vision Engineering, Abbie Jones Consulting, and Third Rock Consultants also Lexington-based and have worked with LFUCG on numerous projects. **Exhibit A** on the last page of this section shows a portion of the many medium-, small-, and large-scale LFUCG wastewater conveyance projects GRW and Bell, as well as Vision Engineering, have completed, collectively.



Our **Watershed Team Manager, Joe Henry,** has been working with the LFUCG on wastewater conveyance projects since he began his career with GRW in 1980. His first experience with the LFUCG was the original South Elkhorn Trunk Sewer and Force Main project in the early 1980's. The entire GRW/Bell Team have also worked on numerous LFUCG wastewater conveyance projects and many recent RMP projects, such as the Wolf Run Trunk Sewers, West Hickman Trunk Sewers, and many other non-conveyance RMP projects.

The GRW/Bell Team's – along with Vision Engineering's – recent work history is summarized in **Table A** starting below and continuing on the following page. This table lists projects, key employees that worked on them, and what role the responsible firm had on each.

### Table A | LFUCG Wastewater Conveyance Project Experience

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **1.** Lower Town Branch Trunk Sewer (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **2.** Bracktown Sanitary Sewers (GRW) | J. Henry | P, D, CA |
| **3.** Lower Town Branch Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **4.** Adcolor Dr. Sanitary Sewer (GRW) | J. Henry, B. Goodwin | P, D |
| **5.** North Elkhorn Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **6.** Expansion Area 2A Trunk Sewer & Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **7.** Wilderness Road Gravity Sewer (GRW) | J. Henry | P, D, CA |
| **8.** Cadentown Sanitary Sewer (GRW) | J. Henry | P, D, CA |
| **9.** South Elkhorn Trunk Sewer & Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **10.** Wolf Run D & E Trunk Sewer (GRW) | M. Jacobs, C. Campbell, T. Tong | P, D, CA, RPR |
| **11.** East Hickman Trunk Sewer (GRW) | A Bryan, B. Goodwin, T. Tong | P, D, CA, RPR |
| **12.** Wolf Run Trunk Sewer A (Bell) | D. Schrader, J. Roberts; M. Lile | P, D, CA |

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **13.** Avenue of Champions Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **14.** Floyd Dr. Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **15.** Lakeshore Island Sanitary Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **16.** Brunswick Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **17.** Bluesky Parkway Force Main (Bell) | D. Schrader, S. Caudill, M. Lile | P, D, CA |
| **18.** 4235 Harrodsburg Road Line B (Vision) | M. Carter, R. Newton, T. Lambdin | P, D, CA, RPR |
| **19.** 4235 Harrodsburg Road Line A (Vision) | J. Hallany, R. Newtown | P, D, CA, RPR |
| **20.** Century Hill (Vision) | O. Baker, T. Lambdin | RPR |
| **21.** Costco Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker | P, D, CA, RPR |
| **22.** East Lake RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **23.** Expansion Area 3-Gravity Sewer RPM (Vision) | J. Hallany, R. Newtown | P, D, |
| **24.** Fed EX Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker, T. Lambdin | P, D, CA, RPR |
| **25.** Fountain Sewer Extension (Vision) | J. Hallany, R. Newtown | P, D |
| **26.** Idle Hour (Vision) | O. Baker, T. Lambdin | RPR |
| **27.** Lansdowne Preliminary Design RPM (Vision) | J. Hallany, R. Newton | P |
| **28.** Lower Griffin Gate (Vision) | T. Lambdin, O. Baker | RPR |
| **29.** Overbrook Farm Line b (Vision) | J. Hallany, M. Carter | P |
| **30.** Overbrook Farm (Vision) | J. Hallany, M. Carter | P |
| **31.** Polo Club at Hamburg Place (Vision) | M. Carter, R. Newton, Clay Tackett | P, D, CA, RPR |
| **32.** Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision) | T. Lambdin, O. Baker | RPR |
| **33.** Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision) | T. Lambdin, O. Baker | RPR |
| **34.** West Hickman B & C-RPM (Vision) | J. Hallany, M. Carter, R. Newtown, O. Baker, T. Lambdin | P, D, CA, RPR |
| **35.** West Hickman Trunk D-RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **36.** Woodhill Trunk Sewer (Vision) | O. Baker, T. Lambdin | RPR |

**[1] Key:**
P=Preliminary Study
D=Design
CA=Construction Administration
RPR=Resident Project Representation

# GRW/Bell Team Approach

The GRW/Bell Team understands the high expectations of the LFUCG DWQ and their RMP management consultant. We have assembled a large experienced team of goal-oriented Project Managers and staff to complete these projects in a timely manner. Many of our staff have also worked closely with you in the past and will provide the high-quality contract documents you expect: clear to understand, compliant with regulations and your standards, and realistically constructible for optimum bid prices.

The GRW/Bell Team understands **first**, we must comply with the LFUCG DWQ RMP Implementation Schedule for success. We will coordinate with the LFUCG DWQ early on and identify which watershed projects will require the greatest challenge in right-of-way/easement acquisition. We understand the critical path for successful completion of any conveyance project is the acquisition of all required property and easements in a timely fashion. We will then develop realistic and detailed schedules for your tracking of our progress on these projects.

To achieve success on each project, the GRW/Bell Team will focus on the following:

1. Alignment - Maximize use of available public right-of-way and minimize easements.
2. Identify easements and property acquisitions early on for early preparation and document delivery to LFUCG DWQ.
3. Minimize tree disturbance.
4. Identify and resolve permitting concerns, such as hazardous materials, cultural resource, archeological, endangered species, and aquatic habitat challenges.
5. Provide optional alignments and ultimately, recommend a final route for each project.
6. Technical Memorandum No. 1 is first submitted for approval and then Technical Memorandum No. 2 is submitted for approval.

Coordination and uniform methodology in these steps is critical for timely completion of these design projects. We will establish a schedule at the initiation of an individual project and adhere to the schedule until construction is complete. Once Technical Memorandum No. 2 is approved by the LFUCG DWQ, the GRW/Bell Team will move forward to complete the design. The GRW/Bell Team will work together to provide a uniform product. Our Watershed Manager, Joe Henry, will be responsible for all aspects of coordination, compliance with LFUCG standards, responsiveness, and completion of the work within schedule.

The GRW/Bell Team also understands the importance of maintaining and documenting communication with property owners. We will work with the LFUCG DWQ closely to follow the protocol they have set in place and we will maintain a communication log with property owners to provide record of any contacts, discussions, or requests.



LEXINGTON
*Live Green*

The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget.

# Familiarity with LFUCG's Watersheds

***Summarize the firm's local knowledge of and/or experience with the Fayette County watersheds.***

## Team 1 - West Hickman Watershed

GRW has assembled a large and experienced team of water professionals for this assignment. We have numerous project managers and project engineers identified to enable concurrent completion of the ten (10) anticipated projects. West Hickman, the most highly developed of the watersheds, presents major challenges to complete major construction projects in the highly developed area, especially residential development. Major arterial roadways such as Richmond Road, New Circle Road, Man o' War Boulevard, and Tates Creek Road may all be affected by projects in this watershed. Trenchless technology consideration will be taken full advantage of in the highly developed West Hickman watershed.

Communication with local residents and affected property owners will also be key to the successful completion of these projects. GRW will assign a project engineer as a liaison for property owners to directly contact during the duration of each project, both during the design and construction phase. They will coordinate such issues as gaining entry to property during the design phase, assisting the LFUCG during the easement acquisition process, coordination of road closures and traffic concerns, notifications of construction entry, coordination and communication issues with a contractor, and clean-up issues. The liaison will also follow up with property owners prior to completion of the project to ensure their property has been responsibly restored to original condition.

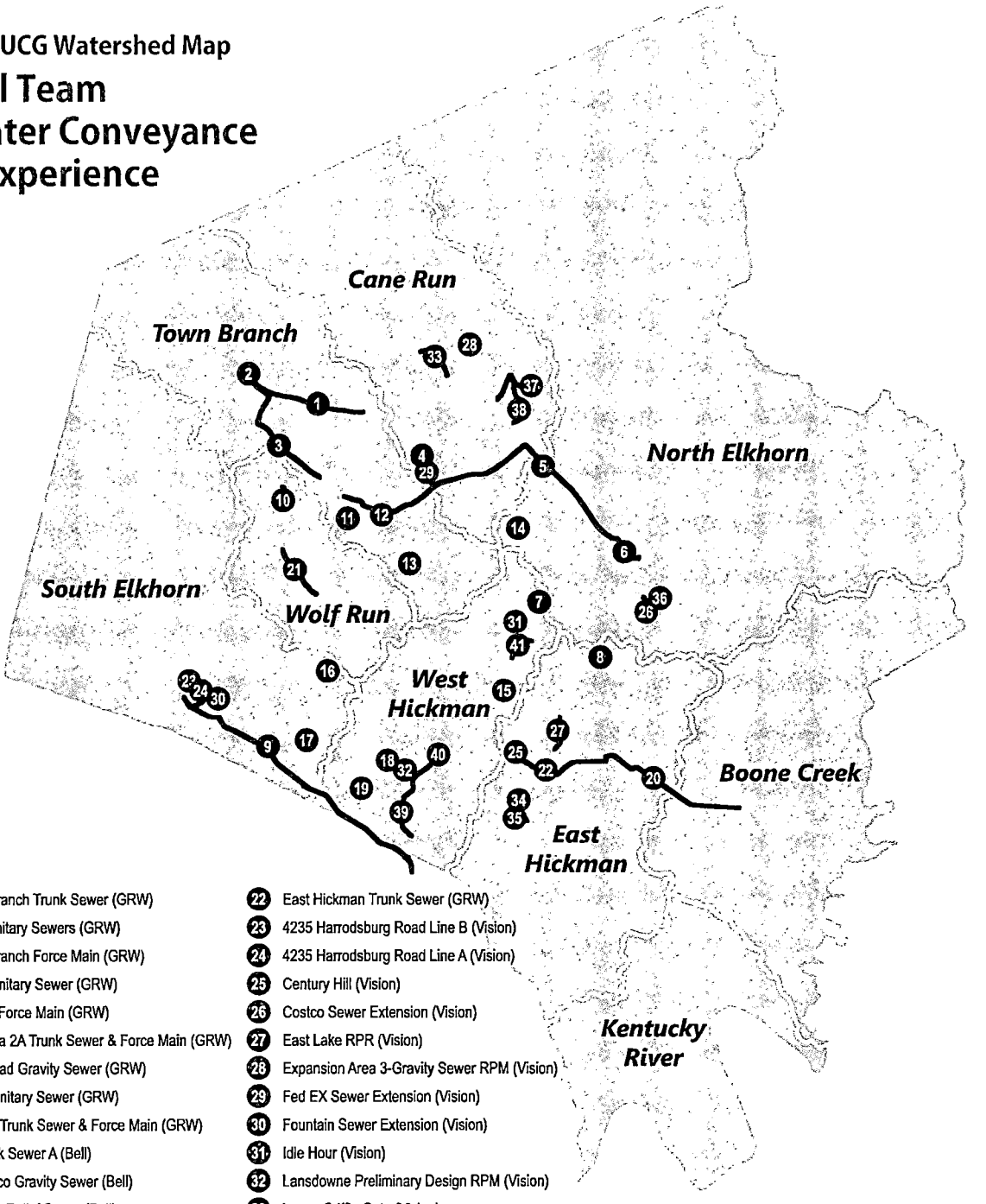
**Exhibit A** on the following page visually summarizes the experience the GRW/Bell Team, including Vision Engineering, have within each of the watersheds. As you can see, many of the projects crossover with large diameter force mains that pump across watershed boundaries.

Our team is 100% local, we know your staff, we know your procedures, we have the expertise on large-scale projects for you, and we have provided the depth of team you desire –All of these combined benefits makes us the best choice for Team 1 - West Hickman Watershed Design project.



## Exhibit A | LFUCG Watershed Map

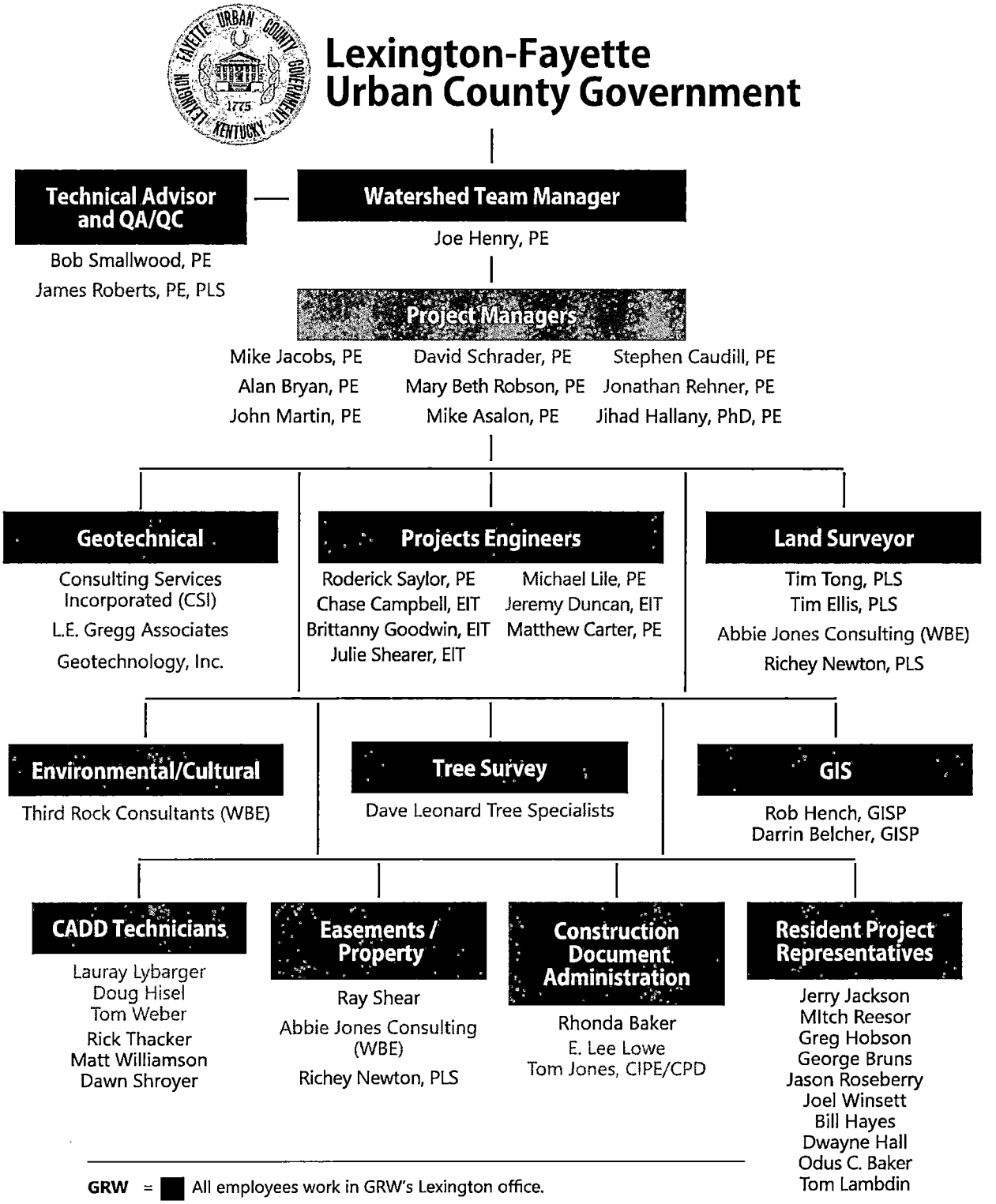
# GRW/Bell Team Wastewater Conveyance Project Experience




1. Lower Town Branch Trunk Sewer (GRW)
2. Bracktown Sanitary Sewers (GRW)
3. Lower Town Branch Force Main (GRW)
4. Adcolor Dr. Sanitary Sewer (GRW)
5. North Elkhorn Force Main (GRW)
6. Expansion Area 2A Trunk Sewer & Force Main (GRW)
7. Wilderness Road Gravity Sewer (GRW)
8. Cadentown Sanitary Sewer (GRW)
9. South Elkhorn Trunk Sewer & Force Main (GRW)
10. Wolf Run Trunk Sewer A (Bell)
11. Vaughn Tobacco Gravity Sewer (Bell)
12. Manchester St. Relief Sewer (Bell)
13. Avenue of Champions Sewer (Bell)
14. Floyd Dr. Sanitary Sewer (Bell)
15. Lakeshore Island Sanitary Sewer(Bell)
16. Open Gates Estates Sanitary Sewer (Bell)
17. Brunswick Sanitary Sewer (Bell)
18. Wilson Downing Trunk Sewer (Bell)
19. Pickway Subdivision Sanitary Sewer (Bell)
20. Bluesky Parkway Force Main (Bell)
21. Wolf Run D & E Trunk Sewer (GRW)
22. East Hickman Trunk Sewer (GRW)
23. 4235 Harrodsburg Road Line B (Vision)
24. 4235 Harrodsburg Road Line A (Vision)
25. Century Hill (Vision)
26. Costco Sewer Extension (Vision)
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37. Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision)
38. Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision)
39. West Hickman B & C-RPM (Vision)
40. West Hickman Trunk D-RPR (Vision)
41. Woodhill Trunk Sewer (Vision)

# SECTION 4.0 | Local Resources/Capacity of the Firm & Resumes

# 4.0 Local Resources/Capacity of the Firm



## Relevant Local Project Team Members

As shown in our Organizational Chart on the previous page, the GRW/Bell team has drawn upon the talents of in-house design engineers – and those from several carefully selected subconsultants – to provide you with a team capable of addressing your project's needs. **The names on the chart serve as a list of the local project team members available for wastewater conveyance projects.**

## Office Locations: Lexington

Our overall Project Manager, Joe Henry, works in GRW's Lexington office. Also as noted on our organizational chart, all team members from GRW, Bell, and all subconsultants (Vision, Abbie Jones Consulting, Third Rock Consultants, David Leonard Tree Specialists, CSI, L.E. Gregg, and Geotechnology) are located in Lexington, KY-based offices.

## Commitment/Availability

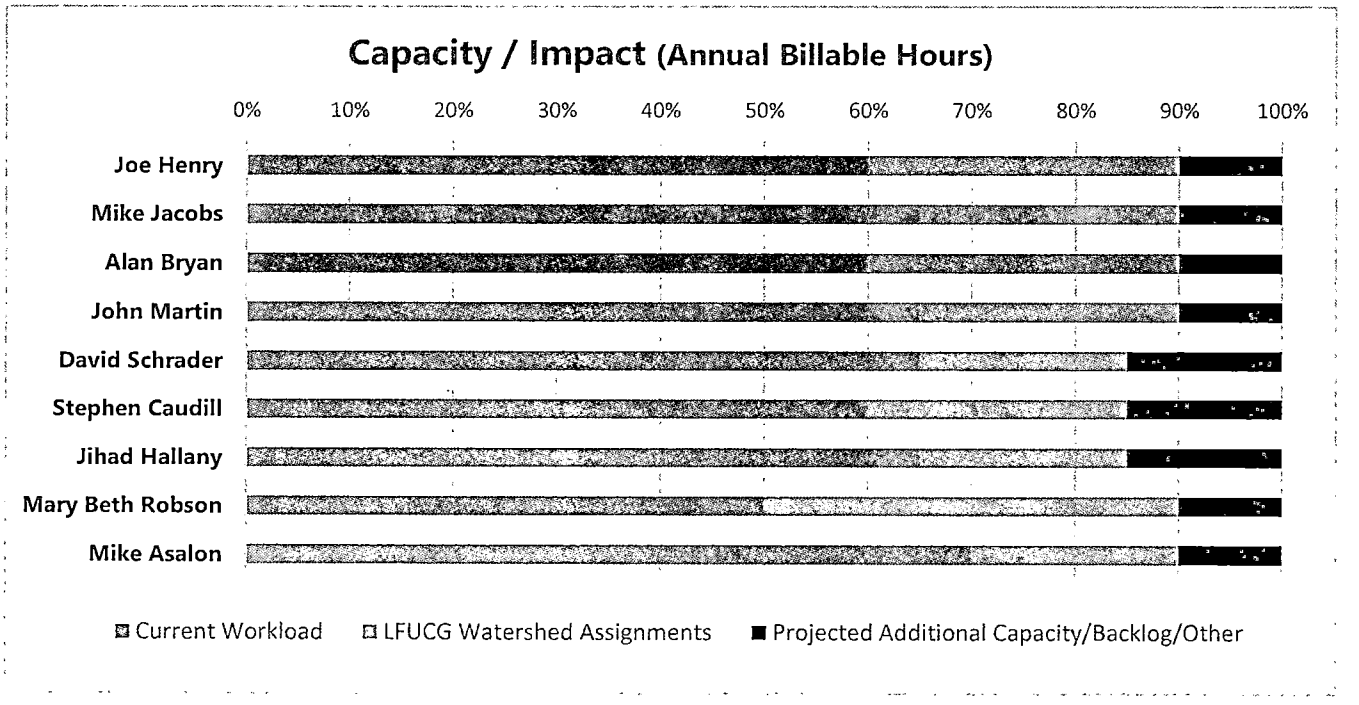
GRW – in association with Bell Engineering and our subconsultants – welcome the opportunity to work with LFUCG on your upcoming watershed projects. This team brings the capacity, commitment, and resources you need to:

- **Perform all the work to your expectations**
- **Complete your projects within the time limitations**

Each member of our assigned team is available to begin working with you immediately. We are prepared to commit the time and resources required for successful completion of your project in a timely manner. We would very much enjoy adding this assignment to our workload.

**The combined forces of GRW and Bell alone give us local resources of nearly 170 people,** representing a wide range of disciplines. Adding our subconsultants, the number of local employees nears 190.

The chart below further illustrates our team's resources and capacity to perform efficiently and effectively. Shown are the Project Managers responsible to LFUCG for getting your work done. They will ensure the critical path for each project is successfully completed. All additional assigned staff will complete their tasks according to schedule.



# Joe Henry, PE | GRW Watershed Team Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 34
Total: 39

**EDUCATION**
B.S., Civil Engineering, 1979, University of Kentucky

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

**REGISTRATION**
Professional Engineer:
KY (#13555), OH, TN, IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
American Water Works Association

Water Environment Federation

Kentucky Rural Water Association

RELEVANT PROJECT EXPERIENCE

**LFUCG North Elkhorn Watershed Force Main and Pumping Station (19 MGD), Lexington, KY** – Project Manager. Included 40,000 LF of new 30" and 36" force main.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Manager. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included two bores under I-75.

**LFUCG Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station, Lexington, KY** – Sr. Engineer. Included 12" to 30" gravity lines and 24" force main.

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Principal. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas, Lexington, KY** – Project Manager. Project included 31,500 LF of 8" gravity sewer; 5,000 LF of force main; and six new pump stations.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Principal. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Principal. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Manager.

**LFUCG South Elkhorn Pump Station Upsizing Improvements, Lexington, KY** – Project Manager.

**LFUCG West Hickman Wastewater Treatment Plant Administration Building Improvements and Expansion, Lexington, KY** – Principal.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Principal.

**LFUCG Sanitary Sewer Capability Study for Rural Service Area, Lexington, KY** – Project Manager.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Manager.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Principal.

**LFUCG Tucson Drive Area Flood Mitigation, Lexington, KY** – Principal.

**LFUCG Elam Park Area Flood Mitigation, Lexington, KY** – Principal.

# Mike Jacobs, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 18
Total: 25

**EDUCATION**
B.S., Civil Engineering, 1994, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#22043), OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

Water Environment Federation (WEA)

American Water Works Association (AWWA)

RELEVANT PROJECT EXPERIENCE

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Manager. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Engineer. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Harrodsburg South Interceptor Sewer, Harrodsburg, KY** – Project Engineer. 410 LF of 24" gravity sewer; 3,130 LF of 21" gravity sewer; 1,400 LF of 15" gravity sewer; 400 LF of 8-inch gravity sewer; and 15 manholes. Work included two highway bore and pavement surface restoration.

**Versailles Interceptor Sewer and Lift Stations, Versailles, KY** – Project Engineer. Provided approximately 30,000 LF of 8" to 30" gravity sewer; 9,939 LF of 14" and 10" PVC force main; 3,850 LF of 14-inch restrained PVC force main; and four new submersible wastewater lift stations.

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Manager. Approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area, as well as new 1,900 gpm pump station.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Manager.

**Versailles Methodist Home Lift Station Capacity Study, Versailles, KY** – Project Manager.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 3, Versailles, KY** – Project Manager. Approximately 32,000 LF of cured-in-place pipe and rehabilitation of 110 manholes.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 2, Versailles, KY** – Project Manager. Cleaning and video inspection of approximately 2,000 LF of 6" to 12" gravity sewer; 17,000 LF of 8" cured-in-place pipe and 69 manholes; and miscellaneous repairs/replacements to an additional 10,000 LF of line.

# Alan Bryan, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 22
Total: 27

**EDUCATION**
A.S., Mathematics and Physics, 1993, Lexington Community College

B.S., Civil Engineering, 1995, University of Kentucky

**REGISTRATION**
Professional Engineer:
KY (#20964), IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
NASSCO Pipeline Assessment & Certification Program

American Water Works Association

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Manager. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Manager. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**Paducah McCracken County Joint Sewer Agency Homewood Wet Weather Flow Equalization Facility, Paducah, KY** – Project Manager. New 0.5 MG wet weather flow equalization facility, 350 gpm pump station, and related gravity sewer (approximately 600 LF, 8"-15") to alleviate I/I flows.

**Paducah McCracken County Joint Sewer Agency Woodlawn Sanitary Sewer System, Paducah, KY** – Project Manager. Improvements to eliminate wet weather infiltration/inflow issues in low lying area with high groundwater. Work included expansion of each pump station to 1,200 gpm (limit of capacity of existing 10" force main), as well as larger wet wells, standby power, flow metering and SCADA instrumentation.

**East Kentucky Power Cooperative Wastewater Collection and Treatment System Improvements, Winchester, KY** – Project Manager. Study included evaluation of inflow and infiltration within collection system, and capacity of current and former treatment systems to determine systems could treat projected wastewater flows, as well as the inflow and infiltration. Selected alternative to upgrade existing below grade anaerobic/aerobic biological treatment system, including additional equalization storage and installation of gravity fed on-site leaching lateral chambers.

**Paducah McCracken County Joint Sewer Agency Woodlawn Wastewater Treatment Plant Improvements, Paducah, KY** – Project Manager.

**Frankfort Wet Weather Flow Storage (10 MG) and Pumping (20 MGD) Facilities, Frankfort, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Wastewater Treatment Plant Improvements (9 MGD), Paducah, KY** – Project Manager.

**Paducah McCracken County Joint Sewer Agency 22 MGD Terrell Street CSO Pump Station/Wastewater Treatment Plant Headworks Improvements, Paducah, KY** – Project Manager.

# John Martin, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 20
Total: 33

**EDUCATION**
B.S., Civil Engineering, 1986, Tennessee Technological University

**REGISTRATION**
Professional Engineer:
KY (#18389), TN, OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Manager.

**Frankfort Pumping Station (4.75 MGD), Force Main and Interceptor Sewer Improvements, Frankfort, KY** – Project Engineer. Included 7,000 LF of 30" gravity interceptor sewer, 14,300 LF of 18" and 20" force main (including two directional drilled crossings) routed through a heavily developed area to tie in with a new gravity sewer, and a 4.75 MGD triplex pumping station.

**LORCO Phase I Collector Sewer Project, Lorain County, OH** – Project Engineer. Approximately 50 miles of 8" and 10" collector sewers; 12" to 3" interceptor sewers; 3" to 16" force mains; 15 pumping stations ranging from 100 gpm to 2,300 gpm in capacity.

**Frankfort Prevention Park Pump Station Consolidation (P3C) Preliminary Engineering Report, Frankfort, KY** – Project Manager. Preliminary engineering report to determine most cost effective option to consolidate up to 9 pump stations in Prevention Park vicinity. Study will evaluate capacity of existing pump stations, location of new P3C, impacted downstream flow capacities, and possible new P3C force main at Kings Daughter Drive and US Highway 127.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Manager. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

**Frankfort West Frankfort Pump Station (7.2 MGD), Frankfort, KY** – Project Manager.

**Georgetown Municipal Water & Sewer Wastewater Treatment Plant No. 1 Upgrade and Expansion, Georgetown, KY** – Project Engineer.

**Kentucky Parks Wastewater Treatment Plant Renovations, Multiple Locations, KY** – Project Manager.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Manager.

**Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY** – Project Manager.

**Lawrenceburg Wet Weather Flow Storage (2 MG) and Pumping (2.5 MGD) Facilities, Lawrenceburg, KY** – Project Manager. A

**Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY** – QA/QC.

**Louisville MSD Derek R. Guthrie Water Quality Treatment Center Expansion (30 MGD), Louisville, KY** – Project Manager.

# Mary Beth Robson, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 31

**EDUCATION**
B.S., Chemical Engineering, 1988, University of Cincinnati

M.S., Environmental Engineering, 1990, University of Notre Dame

**REGISTRATION**
Professional Engineer: KY (#17628)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Stormwater Association

American Council of Engineering Consultants

National Society of Professional Engineers

Kentucky Society of Professional Engineers (past Bluegrass Chapter President)

LEED Green Associate Preparation, June 2010

Karst Stormwater Management, March 2010

Green Stormwater Management, May 2009

Water Surface Profile Computations using HEC-RAS, 2014

401/404 Permitting, 2014

Traffic Management Plan Training (KYTC) 2017

RELEVANT PROJECT EXPERIENCE

**LFUCG Idle Hour North Stormwater Improvements, Lexington, KY** – Project Manager. Approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Engineer. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements to complete critical section of boulevard roadway system.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Project Engineer.

**LFUCG Rogers Road Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Fort Sumter Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Liberty/Todds Road (KY 1927) Section 2, Lexington, KY** – Project Engineer.

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Manager.

**LFUCG Intersection Improvements at Lane Allen Road, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Old Todds Road, Lexington, KY** – Project Manager.

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Manager.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Manager

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer.

**Hodgenville Storm and Sanitary Sewer Improvements - Phase 2, Hodgenville, KY** – Project Engineer. Approximately 720 LF of various sizes of storm sewer pipe, headwalls, as well as approximately 1,280 LF of 6" and 8" gravity sanitary sewer cleaned, video inspected, and rehabilitated via CIPP.

# Mike Asalon, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 4
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2003, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#30322)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

RELEVANT PROJECT EXPERIENCE

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design solution for flooding prone area studied and modified in past with no resolution of flooding. Selected design alternative involved new inlets and storm sewer to bypass existing roadside ditch.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Engineer. Survey and design for 1,200 LF, 12-foot wide, shared-use trail and replacement of a pedestrian bridge with low water crossing to connect the Beaumont YMCA to Harrods Hill Park. Funding through TAP.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Manager. Developed and designed solution to alleviate drainage problems in historic neighborhood. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole. Technical memorandum along with drawings showing existing conditions, proposed site layout, and construction cost estimate were deliverables.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design of solution to alleviate drainage problems. Design of selected alternative involved installation of curb inlet at entrance to Unity Worship Center, surface inlet to capture stormwater from Haggard Court, and storm piping to connect to existing system.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Engineer. Design of approximately 410 feet of sidewalk and header curb to connect the sidewalk network between Cambridge Drive and Versailles Road. Includes surveys, preliminary and final design, preparation of easement and right of way drawings, as well as associated funding and regulatory paperwork. Funding through TAP.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Engineer. Design of approximately 1,400 LF of sidewalk along both sides of Rosemont Garden from Southland Drive to the existing sidewalk between Southport and Cherrybark. Scope includes items such as comprehensive stormwater study and analysis with design of header curb and storm catch basins as needed, intersection study to improve pedestrian access and safety, and retaining walls to minimize front yard disturbance, as well as coordination with another nearby sidewalk project.

**The Jockey Club Parking Lot Expansion, Lexington, KY** – Project Manager. Alternatives and concept design to add approximately 30 new parking spaces. Design required complete revamp of existing parking lot with new landscaping and handicap parking spaces, as well as relocation of one of The Jockey Club's entrances from Corporate Drive.

# Roderick Saylor, PE | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#28004), FL

RELEVANT PROJECT EXPERIENCE

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Engineer. Preliminary and final design, survey, contract documents, and cost estimates for improvements at three intersections: Pink Pigeon Parkway, Richmond Road, and Alumni Drive.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard from Deer Haven Lane to Todds Road. Project included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements.

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer. Involved 12,050 LF of 84" reinforced concrete pipe, including 7 cast-in-place junction manhole structures and a 120" diameter liner plate tunnel under a state highway; 670 LF of 8-inch sewer, 270 LF of 15-inch sewer, 400 LF of 16-inch sewer installed by pipe bursting an existing 12-inch pipe located under a detention basin, and 3340 LF of 21-inch sewer including directional drilling under an existing driveway.

**Asbury Theological Seminary Student Housing Complex, Wilmore, KY** – Project Engineer. Site design services for Asbury Theological Seminary's new multi-phase North Campus Housing Project located on a 31-acre site. Phase 1A storm sewers included 3,207 LF of pipe ranging in size from 15" to 30" in diameter. Phase 1B included 4,805 LF of pipe ranging in size from 8" to 48" in diameter, and Phase 2 consists of 2,915 LF of pipe ranging in size from 12" to 24" in diameter.

**Yazoo City U.S. Penitentiary and Satellite Camp, Yazoo City, MS** – Project Engineer. Design services for design-build delivery of certified LEED Gold, $182 million medium-security main complex (USP) and minimum-security prison camp (FPC). Storm sewer system included 14,781 LF of pipe ranging in size from 8" to 48" in diameter.

**Aliceville Federal Correctional Institution and Satellite Camp, Aliceville, AL** – Project Engineer. Design-build delivery of $196 million, LEED Silver women's medium-security Federal Correctional Institution (70-acre site) and minimum-security Federal Prison Camp (20-acre site). Storm sewer system included 20,521 LF of pipe ranging in size from 12" to 60" in diameter, 11 curb inlets, 115 drop inlets, 6 manholes and 10 headwalls.

**Louisville MSD Western Flood Pump Station Replacement (1.2 BGD), Louisville, KY** – Project Engineer. Design services for $15.9 million fast-track design-build project which replaced existing vertical turbine pumps and trash removal system at 1.2 BGD Western Flood Pump Station. Principle items of work include replacement of four 162,000 gpm pumps, three 54,000 gpm pumps, motor control center, trash removal system, HVAC system, bridge crane and roof.

**Louisville Water Company Conestoga Water Storage Tank (1.5 MG), Shepherdsville, KY** – Project Engineer.

# Chase Campbell, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 1
Total: 2

**EDUCATION**
B.S., Civil Engineering, 2015, University of Kentucky

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Engineer. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**Paducah JSA Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY** – Project Engineer. Wet weather facilities to reduce occurrence of known recurring SSO on Crooked Creek interceptor and reduce occurrence of unknown (modeled) overflows on Perkins Creek interceptor. Project includes above ground 3 MG storage tank; 5 MGD wet weather pump station and valve vault; flow diversion structures; flow control vault; approximately 400 LF of 24" gravity sewer; 1,100 LF of 18" gravity sewer, 100 LF of 16" force main; 700 LF of 2" water service, and corresponding site improvements.

**Liberty Wastewater Treatment Plant Upgrade (0.64 MGD), Liberty, KY** – Project Engineer. Project includes new wet weather overflow pumping station, force main, 1.5 MG wet weather storage basin, replacement of existing chlorine disinfection facilities with new ultraviolet disinfection equipment, replacement of plant's motor control centers, and new SCADA system.

**Morehead State University Water Treatment Plant Residuals Solids Handling System Evaluation, Morehead, KY** – Project Engineer. Review and value engineering alternatives of previous design to improve treatment, handling, and disposal of water treatment plant's residual solids. Three opportunities for improvements, while minimizing construction costs, were identified: reduction in volume of large solids holding basin; reduction in pumping units, and dewatering facility simplification.

# Brittany Goodwin, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 3
Total: 7

**EDUCATION**
M.S., Environmental Engineering, 2016, Old Dominion University

B.S., Chemistry, 2012, Old Dominion University

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Engineer. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Engineer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Project Engineer. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of approximately 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Engineer. InfoWorks ICM model included 12 of City's pump stations; approximately 32,000 LF of force main; and 44,000 LF of gravity sewer main (not including additional pump stations, force main, and gravity sewers required to model improvement alternatives).

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Engineer. Scope includes replacement of existing pump station with new pump station with an ultimate capacity of 1,900 gpm; approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area.

**Harrodsburg Corning Forcemain, Harrodsburg, KY** – Project Engineer. Approximately 8,100 LF of 8" PVC force main to convey process wastewater flows from Corning glass manufacturing plant to different portion of City's system in order to mitigate sanitary sewer overflows in downtown area. Existing pumps within Corning facility pump wastewater flows.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Engineer.

**Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY** – Project Engineer.

**Frankfort Plant Board WTP High Service Pump Station Surge Analysis and Valve Replacement, Frankfort, KY** – Project Engineer.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Engineer. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

# Julie Shearer, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 2
Total: 5

**EDUCATION**
B.S., Civil and Environmental Engineering, 2014, University of Pittsburgh

**REGISTRATION**
Engineer-in-Training

**PROFESSIONAL AFFILIATIONS AND TRAINING**
KYTC Superpave Plant Technologist & Superpave Mix Design Technologist

RELEVANT PROJECT EXPERIENCE

**East Kentucky Power Cooperative Spurlock Power Plant Coal Pile Runoff Pond Supplemental Storage, Maysville, KY** – Project Engineer. Evaluation of existing conditions (storage capacity, watershed area, drainage network, force main capacities, etc.) and design and construction phase services to accommodate 10-year, 24-hour storm without overflow and to pass 100-year, 24-hour storm through combined pumping, storage and emergency spillway overflow.

**Christ Church New Property Conditional Use Permit, Nicholasville, KY** – Project Engineer. Assistance with planning, site preparation, and obtaining conditional use permit for purpose of constructing church facilities on approximately 14 acres of land in Jessamine County, KY. GRW prepared a final plat, as well as conceptual development plan, for submittal to Jessamine County.

**McDonalds Site Evaluation and Design** – Project Engineer. Includes site investigation reports, development plans and construction documents for more than 40 restaurants in Kentucky, Indiana, and Ohio. Many sites include biofiltration or underground detention, including a 5,000 cubic foot underground detention basin for the Harrodsburg Road McDonald's in Lexington.

**NYRA Belmont Park and Aqueduct Racetrack Improvements, Elmont and Queens, NY** – Project Engineer. Improvement projects at Belmont Park include: rebuilding main dirt track and two turf tracks (wider turf track allows for more turf racing and better surfaces); new pump house and complete irrigation system including a new irrigation pond to accommodate wider turf track; widening of training track from approximately 60 feet to range of 70 to 90 feet along with new outside rail and new safety rail on inside; and new three-bay vehicle wash facility. Track work at Aqueduct includes: rehabilitation of main/outer dirt track (5,940 feet/9 furlongs) by replacing existing surface and dirt surface; rebuilding of middle dirt track (5,280 feet/8 furlongs) with new stone base and new turf surface; and improvements at inner turf track (4,663 feet/7 furlongs).

**Rough River Dam State Resort Park Marina Relocation, Falls Of Rough, KY** – Project Engineer. Relocation of Rough River Dam State Resort Park marina (199 slips, head dock building with restrooms, food service, electric service, water and sewer). Construction at new marina includes: site infrastructure, re-establishing ramp access for new shore line; new anchoring system; site lighting for parking lot and access road adjacent to marina, and repairs to the marina structure.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Engineer. Planning and design services for 118,466 SF, mixed-use project. Work included preliminary development plan; cost estimates; zoning amendment submittal; mass grading plan; construction documents for shared access roads, sidewalks, retaining walls needed to create marketable sites, and utilities; and permitting assistance.

# David F. Schrader, PE

## PRINCIPAL-IN-CHARGE/PROJECT MANAGER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 20981
Ohio No. 72615
West Virginia No. 18569
Indiana No. 11011548
North Carolina No. 044733
Pretreatment Coordinator

## PROFESSIONAL AFFILIATIONS

WEF
KMUA

Mr. David F. Schrader, PE is a Principal in the firm and the Assistant Director of Bell's Engineering Department. He offers 26 years of experience serving as a client manager, process designer, project manager, and construction administrator on a variety of projects. Mr. Schrader has managed multi-million dollar water and wastewater treatment, collection and distribution projects and is a licensed Professional Engineer in the State of Kentucky.

## SELECTED PROJECT EXPERIENCE

Project manager for Wolf Run Trunk A sewer rehabilitation project including cured-in-place-pipe (CIPP) lining of 1,545 LF of 30-inch sewer and 165 vertical feet of manhole rehabilitation with Sprayroq lining for 12 manholes – Division of Water Quality (DWQ); Lexington-Fayette Urban County Government (LFUCG), KY

Project manager/lead engineer for the replacement of the 80 gpm Griffin Gate Pump Station on Newtown Pike with a new 225 gpm sanitary sewer pump station to address overflow issues experienced during high rain events – DWQ; LFUCG, KY

Project manager/lead engineer for the refurbishment and replacement of South Elkhorn Sewage Pump station that included a wet well, 5 submersible sewage pumps with room for a sixth for a firm capacity of 15 mgd, design of a new chemical feed system and new diesel backup generator and motor controls – DWQ; LFUCG, KY

Project manager/lead engineer for the Blue Sky Pumping Station Project evaluating and designing force main and pump station needs to serve the Blue Sky Rural Activities Center while eliminating the existing Blue Sky WWTP, included 26,000 LF of 10-inch force main– DWQ; LFUCG, KY

Project manager for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project manager for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project manager for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Engineer for the Midtown Sanitary Sewer Extension Project which included the replacement of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe - City of Somerset; Somerset, KY

Project manager for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

# James K. Roberts, PE, PLS

## QUALITY ASSURANCE/PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky
Value Engineering Training Workshop
CAD Production Technology & Workshop

## LICENSURE

Professional Engineer:
Kentucky No. 15736
West Virginia No. 13391

Professional Land Surveyor:
Kentucky No. 3010
West Virginia No. 1619

NASSCO PACP Certified

Mr. Roberts is a Principal in the firm and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the analysis of sewer collection and pumping systems (SSES) and brings over 41 years of experience in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. Additionally, he is a registered land surveyor and oversees surveying services provided by the firm.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project manager for Gettysburg Road Storm Sewer Improvements including analysis and design of replacement of undersized and collapsed section of trunk sewer – LFUCG; Lexington, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the rehabilitation of 2,320 linear feet of gravity sewer line and five manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

Project engineer for Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project manager for the Hickman SSES project which included a system-wide GPS mapping of manholes and pump stations, physical inspection and capacity testing of pump stations, smoke testing of selected lines, and review of recent smoke testing and closed-circuit television inspection – Hickman, KY

Project manager for Clay City SSES & Sewer Rehab project including repair and replacement of sewer lines and manholes – Clay City, KY

# Stephen H. Caudill, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 19888
Ohio No. 15904

Mr. Stephen H. Caudill, PE 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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

Principal-In-Charge and project manager for the Harmon Court Sanitary Sewer Improvements Project including the installation of 1,165 LF of 4-, 6-, and 8-inch PVC sewer – Georgetown Municipal Sewer & Water; Georgetown, KY

Principal-In-Charge and project manager for the Fairfax Way/Whigg Court Sanitary Sewer Improvement Project including rehabilitation of 2,750 LF of 8-inch sanitary sewer by cleaning, installing a 2.60 mm cured in place PVC liner and reestablishing lateral connections – Georgetown Municipal Sewer & Water; Georgetown, KY

Assistant project manager for the Radcliff Sanitary Sewer Projects which included the rehabilitation of 1,750 LF of new 8-inch PVC force main, 300 LF of new 15-inch gravity sewer, 1,300 LF of new 8-inch gravity sewer and a new 400 gpm station – HCWD No. 1

Project engineer for sanitary sewer rehabilitation project replacing manholes severely deteriorated from exposure to hydrogen sulfide through the construction of manholes cast with the concrete additive xypex and dura plate 100 lining in order to protect from hydrogen sulfide gas – Somerset, KY

# Michael A. Lile, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 32123

NASSCO PACP, MACP & LACP Certified

KYPipe (Basic, Advanced & Surge)

Mr. Michael A. Lile, PE has 8 years of civil and environmental engineering as well as land surveying experience. His background includes experience in planning, design and project management in many water and wastewater applications. Some of these include water and wastewater treatment, water distribution and wastewater collection systems, reservoir modeling and bathymetric surveying, AWWA distribution system water auditing, solids handling, sanitary sewer rehabilitation, and wastewater flow monitoring.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Manager for 7 Phases of sanitary sewer collection system flow monitoring. Phases included systemwide monitoring, individual sewershed monitoring, rehab project verification monitoring, and project design development support monitoring. This project is used as a tool to identify, aid in design and, in some cases, verify construction projects for the Utility – Berea Municipal Utilities; Berea, KY

Project engineer for Powell Addition Sewer Project to eliminate health and sanitation issues by extending the existing collection system to the project area. The project will include approximately 10,500 LF 8-inch gravity sewer, 2,850 LF of 6-inch service line, two new pumping stations, 77 manholes, 150 LF of 6-inch force main and 150 LF of 4-inch force main – Paintsville Utilities Commission; Paintsville, KY

Project Manager for Faristown Industrial Drive Sanitary Sewer Extensions including the extension of 820 LF of 12-inch gravity sewer to a property in the Berea Industrial Park for future industrial use. The project required one road bore (~60 LF), the installation of four new manholes, and tie-in to an existing manhole.

# Jonathan S. Rehner, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

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

## LICENSURE

Professional Engineer:
Kentucky No. 34647

Mr. Rehner is a graduate of the University of Kentucky and Asbury University and has 5 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.

## SELECTED PROJECT EXPERIENCE

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 – Lexington-Fayette Urban County Government; Lexington, KY

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

Assistant project manager/project engineer 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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 Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project engineer for Campton Sewer Rehabilitation project including facilitation of the funding requirements, KYTC encroachment and DOW flood plain permits. The project allowed for point repairs on deteriorating sewers successfully reducing I/I by approximately 20% – Campton, KY

Project engineer for sewer main rehabilitation project including coordinating third party surveying crew along the different sewer rehabilitation corridors, design of gravity and force main sewage lines to increase the capacity of the system, obtaining all the necessary permitting such as KYDOW, KYTC encroachment permits, and floodplain permits – Hardin County Water District No. 1; Radcliff, KY

**Years of Experience:** 20

**Education**
Ph.D., Civil and Environmental Engineering, University of Louisville, Water Resources.
MS, 2009, Biosystems & Agriculture, University of Kentucky
BS, 1997, Civil Engineering, Water Resources and Structural, University of Kentucky

**Professional Qualifications**
Professional Engineer:
Kentucky # 22838
Indiana # 10403666
Ohio # 69566

## Jihad A. Hallany, Ph.D., P.E., Principal

**Principal-in-Charge/Project Manager**

PROFESSIONAL SUMMARY

Dr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. His specialization is in water resources, civil, and geographic information system (GIS) applications. Mr. Hallany has extensive experience in modeling, design, construction of public and private development, as well as regulatory compliance.

REPRESENTATIVE PROJECTS

- West Hickman Trunk B (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,900 linear feet of 48 inch RCP with 60 inch Hobas. Project begin at Veteran Pak and tie in point to West Hickman Trunk C at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 linear feet of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

- West Hickman Trunk C (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,600 linear feet of 42 inch RCP with 54 inch Hobas. Project begin at tie in point to West Hickman Trunk B and extend to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 linear feet of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget

- Expansion Area 3 Gravity Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Expansion Area 3 gravity sanitary sewer. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 linear feet of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pipe.

- Lansdowne Sanitary Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Lansdowne sanitary sewer. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing.

- Oak Grove Gaming and Racing (2018-Present): Served as a project manager and principal-in-charge for 250.4 acres development which consists of 5/8 mile horse track, 200,000 square feet of entertainment facility, 128 unit hotel, 3,000 seats amphitheater, 60,000 square feet of riding arena, RV park, and 560 horse sthals. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 10,800 linear feet of 8 inch and 10 inch sanitary sewer and the replacement of 400 gallons per minutes pump stations.

- Red Mile Development (2014 & 2019): Extension of sanitary sewer to serve 1,100,000 square feet of mixed used development for an area of approximately 65 acres. Services included detail survey, utilities locations, final design, approval from LFUCG and Kentucky Division of Water, construction administration, for approximately 6,200 linear feet of 8 inch and 10 inch sanitary sewer and 550 gallons per minutes pump station and approximately 1,900 linear feet of 10 inch force main.

- Ash Park Subdivision-Richmond (2018-Present): Served as a project manager and principal-in-charge for the development of 160 acres of subdivision, which consist of 18 acres of apartments, 30 acres of duplex, and 112 acres of single family development. Scope of services include detail survey, rock sounding, preliminary engineering design, detail design, resident inspector, and as-built survey for approximately 13,400 linear feet of 8 inch sanitary sewer.

**Years of Experience:** 23
**Education:**

University of Kentucky - B.S. Civil Engineering, 1994
University of Tennessee, Knoxville, Tennessee - Bachelor of Arts in Urban Studies, 1989

**Registration:**

Professional Engineer:
Kentucky (PE#21056), WV, TN, and NC.

## Matthew B. Carter, P.E.

**Project Manager**

PROFESSIONAL SUMMARY.....

Mr. Carter is a project manager at Vision Engineering since 2004 with experience in the areas of civil design, site development, storm sewer design, and construction administration.

REPRESENTATIVE PROJECTS.....

- The Fountain at Palomar (Present), served as the Project Manager for 16.4 acres of which 120,000 square feet of commercial development. Scope of services include detail survey, underground utilities location and depth, rock sounding, and engineering design for the extension of the sanitary sewer from the intersection of Man O War Boulevard with Harrodsburg Road to 4379 Old Harrodsburg Road 1,985 linear feet of 8 inch sewer line, 2,150 linear feet of 10 inch line, and 1,160 linear feet of 12 inch line and the upgrade of approximately 400 linear feet of 8 inch gravity line to 12 inch line
- FedEx Site Development, (2016-2017): Served as a project manager for approximately 52 acres of industrial development which consists of FedEx site and other industrial site at the Lexmark Campus. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 3,950 linear feet of 8 inch and 10 inch sanitary sewer.
- Spring House Development, Richmond (2018-2019), served as a Project Manager for 41 acres development of which 19 acres commercial and 22 acres of multi-family apartment complex (308 units). Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 3,200 linear feet of 8 inch and 900 linear feet of 12 inch sanitary sewer.
- 4235 Harrodsburg Road Development-Lexington (2018-Present): Served as a Project Manager for the 18 acres development of which 6 acres of commercial and 12 acres of single family and townhouses. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12 inch sanitary sewer.
- Polo Club at Hamburg Place, Lexington (2018), serves as a project manager for 5 acres assisted living facility, scope of services consists of the design of the site, infrastructures, sanitary sewer design, construction administration, and resident inspector for 1,300 linear feet of 8 inch sanitary sewer.
- Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2014). Served as project manager for the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex. Services included detail survey, utilities locations, coordination with existing tenant, final design, bidding, construction administration, inspections, construction staking, and as-built survey with easement.
- Wooldridge Garden Apartment, Versailles, (2018), served as a Project Manager for development of 156 units multi-family apartment. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 1,200 linear feet of 8 inch sanitary sewer.

# 5.0 References

Our team's three (3) references for similar work are listed below.

**Sanitation District No. 1**
1045 Eaton Drive
Ft. Wright, KY 41017
**Ralph Johnstone, Director of Design & Construction Management**
(859) 578-7450
rjohnstone@sd1.org
**Rob Schroeder, PE, Senior Project Manager**
(859) 547-1656
rschroeder@sd1.org
**Daniel Doss, PE, Project Engineer**
(859) 578-6755
ddoss@sd1.org

**City of Versailles**
P.O. Box 625
Versailles, KY 40383
**Brian Traugott, Mayor**
(859) 873-4581
btraugott@versaillesky.com
**Bart Miller, Public Works Director**
(859) 873-2245
bmiller@versaillesky.com
**Mitzi Delius, Utilities Manager**
(859) 873-2245
MDelius@cityhall.versaillesky.com

**Corbin City Utilities Commission**
1515 Cumberland Falls Highway
Corbin, KY 40701
**Ron Herd, PE, General Manager**
(606) 528-4026 Ext.100
ron.herd@corbinutilities.com

# SECTION 6.0 | Hourly Rates

# 6.0 Hourly Rates

| Employee Name | Job Title | Hourly Rate |
|---|---|---|
| Joe Henry, PE | Watershed Team Manager | $185.00 |
| David Schrader, PE | Senior Project Manager | $180.00 |
| Jihad Hallany, PE | Senior Project Manager | $180.00 |
| Mike Jacobs, PE | Project Manager | $170.00 |
| Alan Bryan, PE | Project Manager | $170.00 |
| John Martin, PE | Senior Project Manager | $180.00 |
| Mary Beth Robson, PE | Project Manager | $150.00 |
| Stephen Caudill, PE | Senior Project Manager | $180.00 |
| Johnathan Rehner, PE | Project Manager | $130.00 |
| Bob Smallwood, PE | Quality Assurance | $185.00 |
| James Roberts, PE | Quality Assurance | $185.00 |
| Mike Asalon, PE | Project Manager | $130.00 |
| Roderick Saylor, PE | Project Engineer | $130.00 |
| Brittany Goodwin, EIT | Project Engineer | $110.00 |
| Chase Campbell, EIT | Project Engineer | $110.00 |
| Julie Shearer, EIT | Project Engineer | $110.00 |
| Michael Lile, PE | Project Engineer | $130.00 |
| Jeremy Duncan, EIT | Project Engineer | $110.00 |
| Mathew Carter, PE | Project Engineer | $130.00 |
| Tim Tong, PLS | Surveyor Manager | $115.00 |
| Tim Ellis, PLS | Surveyor Manager | $110.00 |
| Abbie Jones, PE, PLS | Surveyor Manager | $115.00 |
| Richey Newton, PLS | Surveyor | $105.00 |
| 2-Man Survey Crew | Surveys | $160.00 |
| Rob Hench, GISP | GIS Manager | $180.00 |
| Darrin Belcher, GISP | GIS Specialist | $110.00. |
| Ray Shear, PLS | Easements | $100.00 |
| Rhonda Baker | Construction Admin | $65.00 |
| E. Lee Lowe | Construction Admin | $105.00 |
| Tom Jones, CIPE/CPD | Construction Admin | $100.00 |
| Lauray Lybarger | CADD | $90.00 |
| Doug Hisel | CADD | $90.00 |
| Tom Weber | CADD | $90.00 |
| Rick Thacker | CADD | $90.00 |
| Matt Williamson | CADD | $90.00 |
| Dawn Shroyer | CADD | $90.00 |
| Jerry Jackson | RPR | $70.00 |
| Mitch Reesor | RPR | $70.00 |
| Greg Hobson | RPR | $70.00 |
| George Bruns | RPR | $65.00 |
| Jason Roseberry | RPR | $70.00 |
| Joel Winsett | RPR | $65.00 |
| Bill Hayes | RPR | $65.00 |
| Dwayne Hall | RPR | $65.00 |
| Odus Baker | RPR | $60.00 |
| Tom Lambdin | RPR | $60.00 |

# 7.0 Required Documents

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- LFUCG Addenda
- Firm Submitting Proposal Form
- Affidavit
- LFUCG MWDBE Participation Form
- LFUCG Statement of Good Faith Efforts?
- General Provisions
- Equal Opportunity Agreement
- Workforce Analysis Form
- GRW Affirmative Action Plan
- Copy of GRW Insurance Certificate

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

**Pre-proposal sign in sheets are attached.**

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.

On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 20121 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" ***if*** the company has yet to select

firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____

Firm Submitting Proposal: GRW

Complete Address: 801 Corporate Drive, Lexington, KY 40503
Street City Zip

Contact Name: Joe Henry, PE Title: Vice President

Telephone Number: 859-223-3999 ext. 213 Fax Number: 859-223-8917

Email address: jhenry@grwinc.com

## AFFIDAVIT

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

1. His/her name is Brad Montgomery, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW, 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.

Brad Montgomery

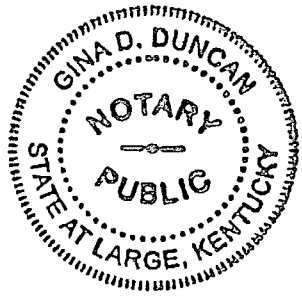
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brad Montgomery on this the 26th day of September, 2016.19

My Commission expires: 09-14-23

Gina D. Duncan
NOTARY PUBLIC, STATE AT LARGE



## LFUCG MWDBE PARTICIPATION FORM

**Bid/RFP/Quote Reference #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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. Abbie Jones Consulting<br>Abbie Jones, PE, PLS<br>1022 Fontaine Rd.<br>Lexington, KY 40502<br>859-559-3443<br>abbie@abbie-jones.com | WBE | Surveying | TBD* | TBD* |
| 2. Third Rock Consultants<br>Gerry Fister, PG<br>2526 Regency Road, Ste 180<br>Lexington, KY 40503<br>859-977-2000<br>gfister@thirdrockconsultants.com | WBE | Environmental | TBD* | TBD* |
| 3. Vision Engineering<br>Jihad A. Hallany, PhD, PE<br>128 E Reynolds Rd, Ste 150<br>Lexington, KY 40517<br>859-559-0516<br>jhallany@visionengr.com | DBE | Engineering & Surveying | TBD* | TBD* |
| 4. *GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms to meet your 10% utilization goal. At this time, we have been unable to find a VOSB firm offering services relevant to LFUCG's known scope of work for this project. If awarded this project and when the scope of work is further clarified after the investigation stage, we will endeavor to use a VOSB firm on your project to meet your goals. | | | | |

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.

GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms

GRW

**Company**

9/26/2019

**Date**

**Company Representative**

Vice President

**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

__X__ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

__X__ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

__X__ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE 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.

GRW
**Company**

9/26/2019
**Date**

**Company Representative**

Vice 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, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

    (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
        (a) Failure to perform the contract according to its terms, conditions and specifications;
        (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

9/26/2019
Date

# EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Brad Montgomery

*Signature*

GRW

*Name of Business*

## WORKFORCE ANALYSIS FORM

**Name of Organization:** GRW Engineers, Inc.

| 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 | 24 | 1 | 21 | | | | 2 | | | | | | | | | 1 | 23 |
| Professionals | 96 | 75 | 17 | | 1 | | | | | 3 | | | | | | 78 | 18 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 38 | 28 | 9 | | | | | | | 1 | | | | | | 29 | 9 |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | 14 | 13 | 1 | | | | | | | | | | | | | 13 | 1 |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | 34 | 34 | | | | | | | | | | | | | | 34 | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 206 | 151 | 48 | | 1 | | 2 | | | 4 | | | | | | 155 | 51 |

**Prepared by:** Gayla Szak, Human Resources Manager **Date:** 9/1/2019

*(Name and Title)*

*Revised 2015-Dec-15*

## DIRECTOR, DIVISION OF CENTRAL PURCHASING

# Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

# GRW Engineers, Inc.

## Lexington, KY

# GRW Affirmative Action Programs

**February 1, 2019 through January 31, 2020**
**Plan Year**

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**For Protected Veterans**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
Lexington, KY

# AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
## 41 C.F.R. § 60-300.44(a)

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;

3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or

4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

**Definitions.** For the purposes of this AAP, the term "Protected Veteran" shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or

2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a "disabled veteran," "recently-separated veteran," "active duty wartime or campaign badge veteran," and/or an "Armed Forces Service Medal Veteran" as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

## Review of Personnel Processes
## 41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.

3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.

4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.

5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:

    a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

## Physical and Mental Job Qualifications
## 41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:

   a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

   b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

   c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act ("ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation
## 41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.

3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
## 41 C.F.R. § 60-300.44(e)

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

## External Dissemination of Policy, Outreach, and Positive Recruitment
## 41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:

        i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;

        ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;

        iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;

        iv. The service officers of the national veterans' groups active in the area of GRW's establishment;

        v. Local veterans' groups and veterans' service centers near GRW's establishment;

        vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and

        vii. Any organization listed in the Employer Resources section of the National Resource Directory (*http://www.nationalresourcedirectory.gov/*), or any future service that replaces or complements it.

    b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:

        i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.

iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.

iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.

v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.

vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.

vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.

viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.

3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts
## 41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

## Internal Dissemination of Policy
## 41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.

2. GRW implements and disseminates this policy internally as follows:

   a. includes it in GRW's policy manual or otherwise make the policy available to employees; and

   b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.

3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:

   a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;

   b. Publicizing it in GRW's newspaper, magazine, annual report and other media;

   c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;

   d. Discussing the policy thoroughly in both employee orientation and management training programs; and

   e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

## Audit and Reporting System
## C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:

   a. Measures the effectiveness of GRW's AAP;

   b. Indicates any need for remedial action;

   c. Determines the degree to which GRW's objectives have been attained;

   d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;

   e. Measures GRW's compliance with the AAP's specific obligations; and

   f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.

2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

### 1. Identification and Responsibilities of EEO/AA Administrator
### 41 C.F.R. § 60-300.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Gayla Szak or the designated representative's duties include:

a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.

b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.

d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).

g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).

h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.

n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and

ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

## 2. Management Responsibilities
## 41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.

e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist subordinates and upper management in the prevention of harassment.

i. Show support for this AAP.

## Affirmative Action Training
## 41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.51% self-identified as a protected veteran. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;

2. The total number of job openings and total number of jobs filled;

3. The total number of applicants for all jobs;

4. The number of protected veteran applicants hired; and

5. The total number of applicants hired.

## See Protected Veterans Three Year Data Collection

## BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45

**Benchmark:** The purpose of establishing benchmarks is to create a quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by GRW on an annual basis. GRW documents the hiring benchmark it has established each year. GRW retains these records for a period of three (3) years.

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**for**
**Individuals with Disabilities**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM
# FOR
# INDIVIDUALS WITH DISABILITIES

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 ("Section 503") and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
**41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;

3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or

4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

## Review of Personnel Processes
## 41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.

3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.

4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:

    a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## Review of Physical and Mental Job Qualifications
## 41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:

    a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

    b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

    c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation to Physical and Mental Limitations
## 41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
**41 C.F.R. § 60-741.44(e)**

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

## External Dissemination of Policy, Outreach, and Positive Recruitment
**41 C.F.R. § 60-741.44(f)**

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.

2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

i. the State Vocational Rehabilitation Service Agency ("SVRA"), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;

ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;

iii. the Department of Veterans Affairs Regional Office nearest GRW's establishment (*www.va.gov*);

iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (*www.earnworks.com*);

v. local Employment Network ("EN") organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (*www.yourtickettowork.com/endir*);

vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;

vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and

viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.

b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.

i. Formal briefing sessions held, preferably on GRW's premises, with representatives from recruiting sources. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW's selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW's official in charge of GRW's AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.

iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.

iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.

v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (*http://rsa.ed.gov/*), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.

vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.

3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.

4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts 41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

## Internal Dissemination of Policy

**41 C.F.R. § 60-741.44(g)**

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.

2. GRW implements and disseminates this policy internally as follows:

    a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and

    b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;

3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:

    a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;

    b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;

    c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;

    d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;

    e. discusses the policy thoroughly in both employee orientation and management training meetings;

    f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and

    g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## Audit and Reporting System

**41 C.F.R. § 60-741.44(h)**

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

**41 C.F.R. § 60-741.44(i)**

### 1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Gayla Szak or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).

f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).

g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.

j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.

n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

   i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);

   ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and

   iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

   Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.

ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## 2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.

e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist employees and other members of management in the prevention of harassment.

i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

j. Show support for GRW's AAP.

## Affirmative Action Training

**41 C.F.R. § 60-741.44(j)**

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.34% self-identified as an individual with disability. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

**See Individuals with Disabilities Three Year Data Collection**

## UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45

**41 CFR § 60-741.45 Utilization goals.** The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

**Goal:** OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in GRW's workforce.

**Purpose.** The purpose of the utilization goal is to establish a benchmark against which GRW measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2019

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

| | |
|---|---|
| **PRODUCER**<br>The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411<br>E-MAIL ADDRESS: |
| **INSURED**<br>GRW Engineers Inc.<br>GRW Aerial Surveys<br>801 Corporate Drive<br>Lexington, KY 40503 | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Fire Insurance Company | 19682 |
| INSURER B: Hartford Casualty Insurance Company | 29424 |
| INSURER C: Sentinel Insurance Company Ltd | 11000 |
| INSURER D: XL Specialty Insurance Company | 37885 |
| INSURER E: Hartford Casualty Insurance Company | 29424 |
| INSURER F: Global Aerospace, Inc | 22480 |

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | 35RHDSB9550 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 35WEIC7872 | 03/01/2019 | 03/01/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Professional Liability | | X | DPR9[illegible]46 | 03/01/2019 | 03/01/2020 | Per Claim/Agg | 5,000,000 |
| E | Equipment - AVC | | | 33MSZL9179 | 03/01/2019 | 03/01/2020 | Scheduled | 2,860,959 |
| F | Aviation Liability | | | 900006317 | 03/01/2019 | 03/01/2020 | Occurrence | 1,000,000 |

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

**CERTIFICATE HOLDER**

For Informational Purposes

**CANCELLATION**

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

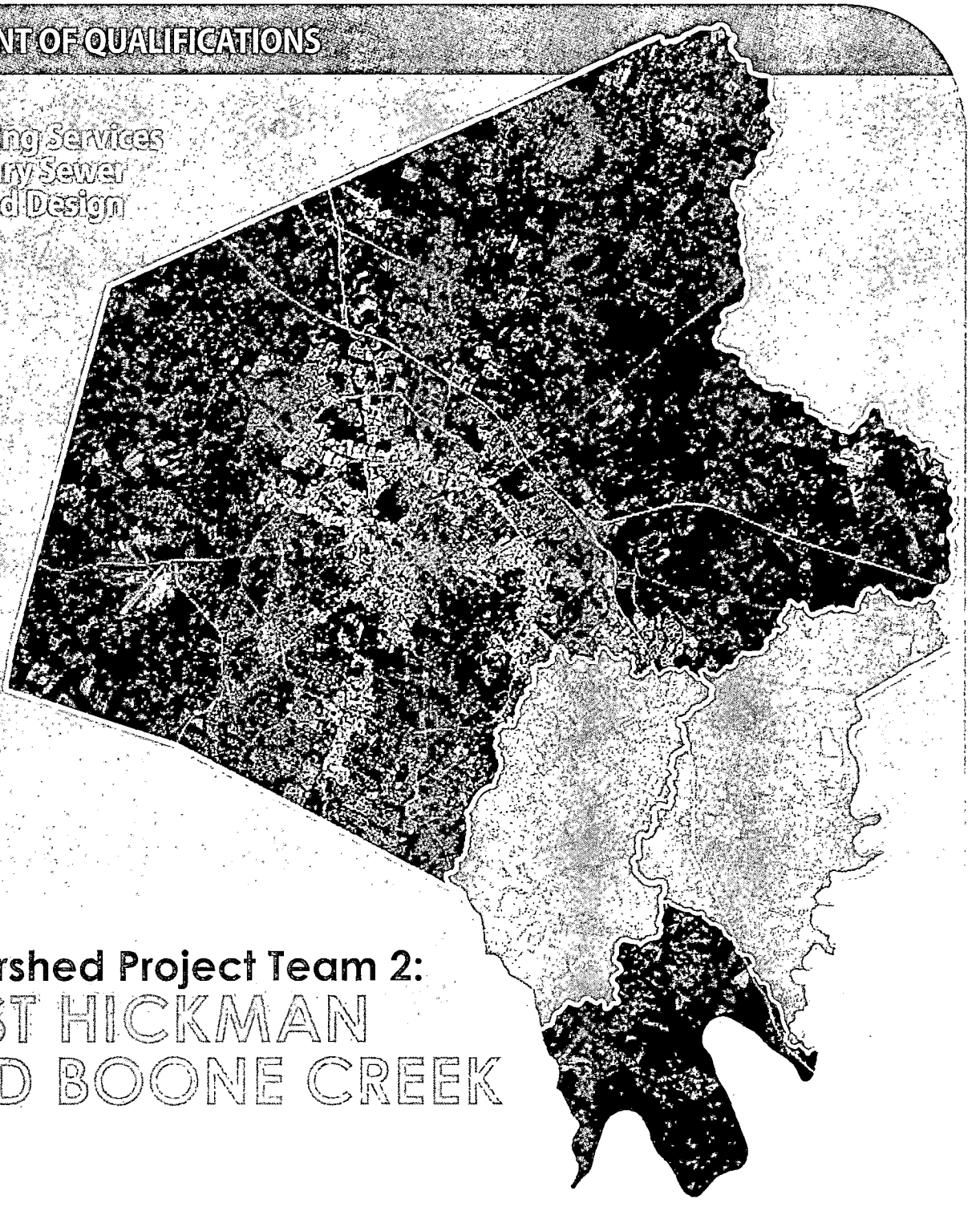
AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

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STATEMENT OF QUALIFICATIONS

Engineering Services for Sanitary Sewer Watershed Design



# Watershed Project Team 2:
# EAST HICKMAN AND BOONE CREEK

## RFP # 38-2019
## Lexington-Fayette Urban County Government
September 27, 2019

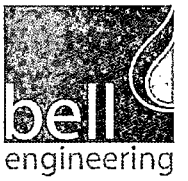
engineering | architecture | geospatial

in association with

bell engineering




*In association with*




# Statement of Qualifications

# Watershed Project Team 2: East Hickman & Boone Creek

# Engineering Services
# Sanitary Sewer Watershed Design | RFP # 38-2019
# Lexington-Fayette Urban County Government

## Table of Contents

**Cover Letter**

**Section 1.0** Firm Qualifications

**Section 2.0** Past Performance/Experience

**Section 3.0** Knowledge of LFUCG

**Section 4.0** Local Resources/Capacity of the Firm & Resumes

**Section 5.0** References

**Section 6.0** Hourly Rates

**Section 7.0** Required Documents

**SIGN-IN SHEET**
**Mandatory Pre-Proposal Meeting #38-2019**
**Engineering Services for Sanitary Sewer Watershed Design Consultants**
**September 16, 2019 @10: 30 AM**

| Representative | Company Name | DBE/MBE/WBE/ Veteran | Phone# | Email Address |
|---|---|---|---|---|
| WORTH ELLIS | PALMER | | 502-750-0726 | wallis@palmernet.com |
| Stephanie Blair | Palmer | | 859-355-1352 | sblair@palmernet.com |
| Bethany Shain | AECOM | | 502-217-1529 | bethany.shain@aecom.com |
| Tom Hatfield | EA Partners | | 859-296-9889 | THatfield@EApartners.com |
| Joe Henry | GRW | | 859 223 3999 | jhenry@grwinc.com |
| Michael Jacobs | GRW | | 859-223-3999 | Mjacobs@grwinc.com |
| Bret Lavey | Stantec | | 859-552-4988 | bret.lavey@stantec.com |
| Jason Maxwell | Stantec | | 859.333.9716 | Jason.Maxwell@stantec.com |
| Eddie Mesta | Integrated Engineering | ✓ MBE | 859-368-0145 | Eddie@Int-Engineering.com |
| Mike Woolum | Strand | | 859-225-8500 | Mike.Woolum@Strand.com |
| Tiffany Rank | LFUCG - DWQ | | 859-425-2406 | tiffanyr@lexingtonky.gov |
| Rod Chervus | LFUCG - DWQ | | 859. 425.2406 | RChervus@lexingtonky.gov |
| Jihad Hallaq | Visions Engineering | ✓ DBE | 859.333-8015 | Jhallaq@Visionengr.com |
| Craig Prater | LFUCG | | 859.425.2441 | bprater@lexingtonky.gov |
| | | | | |
| | | | | |
| | | | | |

**SIGN-IN SHEET**
**Mandatory Pre-Proposal Meeting #38-2019**
**Engineering Services for Sanitary Sewer Watershed Design Consultants**
**September 16, 2019 @10: 30 AM**

| Representative | Company Name | DBE/MBE/WBE/ Veteran | Phone# | Email Address |
|---|---|---|---|---|
| LAURA DAVIS | CIVIL DESIGN, INC | WBE | 502-592-7854 | ldavis@civildesigninc.com |
| JOHN RICKETTS | AECOM | — | 423-548-0682 | john.ricketts@aecom.com |
| Chris Hammer | AECOM | — | 615.224.2149 | chris.hammer@aecom.com |
| SCOTT HARRIS | KAPUR | MBE | 502.434.4250 | SHARRIS@KAPURINC.COM |
| JON SCHUBARTH | HAZEN AND SAWYER | | 859-219-1126 | jschubarth@hazenandsawyer.com |
| DAVID SCHRADER | BELL | — | 859-278-5412 | DSCHRADER@HKBELL.COM |
| Megan Hogan | Bell Engineering | | 859-278-5412 | mhogan@hkbell.com |
| Kalee Yelton | Bell Engineering | | 859-250-4579 | kyelton@hkbell.com |
| Tom Bradley | Vaughn & Melton | | 859.264.0281 | tbradley@vaughnmelton.com |
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**Pre-proposal sign in sheets are attached.**

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:_____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

## RMP Implementation Plan - SSO Abatement Projects

All cost estimates are provided in U.S. 2011 dollars. February 2016

| Sewershed | No. | Project Name | Design Cost Estimate [8] | Construction Cost Estimate | 2013 Year 0 | 2014 Year 1 | 2015 Year 2 | 2016 Year 3 | 2017 Year 4 | 2018 Year 5 | 2019 Year 6 | 2020 Year 7 | 2021 Year 8 | 2022 Year 9 | 2023 Year 10 | 2024 Year 11 | 2025 Year 12 | 2026 Year 13 | Project Capital Cost Estimate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| East Hickman | 1 | East Hickman FM [1] | $850,000 | $9,210,000 | | | | | | | | | | | | | | | $10,070,000 |
| | 2 | East Hickman PS | $1,190,000 | $13,110,000 | | | | | | | | | | | | | | | $14,300,000 |
| | 3 | East Hickman WWS Tank | $1,540,000 | $16,520,000 | | | | | | | | | | | | | | | $18,060,000 |
| | 4 | Overbrook Farm FM [1] | $120,000 | $1,080,000 | | | | | | | | | | | | | | | $1,200,000 |
| | 5 | Overbrook Farm PS [1] | $520,000 | $5,300,000 | | | | | | | | | | | | | | | $5,820,000 |
| | 6 | Overbrook Farm Trunk [1] | $420,000 | $4,250,000 | | | | | | | | | | | | | | | $4,670,000 |
| | 7 | Delong Road PS & FM [1] | $290,000 | $2,840,000 | | | | | | | | | | | | | | | $3,130,000 |
| | 8 | Armstrong Mill Trunks [1] | $100,000 | $870,000 | | | | | | | | | | | | | | | $970,000 |
| | 9 | Hartland 2 & 3 Trunks [1] | $170,000 | $1,580,000 | | | | | | | | | | | | | | | $1,750,000 |
| | 10 | Hartland 1 Trunk [1] | $120,000 | $1,020,000 | | | | | | | | | | | | | | | $1,140,000 |
| | 11 | Eliminate East Lake PS | $70,000 | $560,000 | | | | | | | | | | | | | | | $630,000 |
| | 12 | Century Hills Trunk Upsize | $150,000 | $1,400,000 | | | | | | | | | | | | | | | $1,550,000 |
| | 13 | East Lake Trunk Upsize | $80,000 | $700,000 | | | | | | | | | | | | | | | $780,000 |
| | 14 | Autumn Ridge Trunk Upsize | $100,000 | $900,000 | | | | | | | | | | | | | | | $1,000,000 |
| | 15 | Expansion Area #1 Property Acquisition [1] | $1,110,000 | $- | | | | | | | | | | | | | | | $1,110,000 |
| | | EH Totals = | $6,840,000 | $59,340,000 | $230,000 | $2,100,000 | $0 | $1,305,000 | $2,225,000 | $19,490,000 | $19,990,000 | $1,630,000 | $3,190,000 | $9,270,000 | $1,810,000 | $4,890,000 | $100,000 | $900,000 | $66,180,000 |
| West Hickman | 1 | WH7 WWS Tank | $1,630,000 | $17,460,000 | | | | | | | | | | | | | | | $19,090,000 |
| | 2 | West Hickman Main Trunk A | $380,000 | $3,800,000 | | | | | | | | | | | | | | | $4,180,000 |
| | 3 | West Hickman Main Trunk B | $560,000 | $5,780,000 | | | | | | | | | | | | | | | $6,340,000 |
| | 4 | West Hickman Main Trunk C | $440,000 | $4,400,000 | | | | | | | | | | | | | | | $4,840,000 |
| | 5 | Landsdowne South Trunk | $330,000 | $3,220,000 | | | | | | | | | | | | | | | $3,550,000 |
| | 6 | West Hickman Main Trunk D | $370,000 | $3,660,000 | | | | | | | | | | | | | | | $4,030,000 |
| | 7 | Merrick Trunk | $350,000 | $3,520,000 | | | | | | | | | | | | | | | $3,870,000 |
| | 8 | Eaton Trunk | $150,000 | $1,400,000 | | | | | | | | | | | | | | | $1,550,000 |
| | 9 | Southeastern Hills Trunk | $210,000 | $1,930,000 | | | | | | | | | | | | | | | $2,140,000 |
| | 10 | West Hickman Main Trunk E | $750,000 | $7,950,000 | | | | | | | | | | | | | | | $8,700,000 |
| | 11 | West Hickman Main Trunk F | $450,000 | $4,500,000 | | | | | | | | | | | | | | | $4,950,000 |
| | 12 | Sutherland Trunk | $150,000 | $1,640,000 | | | | | | | | | | | | | | | $1,820,000 |
| | 13 | Ide Haul Trunk | $80,000 | $700,000 | | | | | | | | | | | | | | | $780,000 |
| | 14 | Centre Parkway Trunk | $100,000 | $850,000 | | | | | | | | | | | | | | | $950,000 |
| | 15 | The Island Trunks | $100,000 | $890,000 | | | | | | | | | | | | | | | $990,000 |
| | 16 | Woodmill Trunk | $260,000 | $2,780,000 | | | | | | | | | | | | | | | $3,040,000 |
| | 17 | Palmer Road Trunk | $200,000 | $1,870,000 | | | | | | | | | | | | | | | $2,070,000 |
| | 18 | Richmond Road Trunk | $170,000 | $1,530,000 | | | | | | | | | | | | | | | $1,700,000 |
| | 19 | Wildwood Park Trunk | $110,000 | $1,010,000 | | | | | | | | | | | | | | | $1,120,000 |
| | 20 | WH WWTP WWS Tank [7] | $10,130,000 | $108,610,000 | | | | | | | | | | | | | | | $118,740,000 |
| | 21 | WH WWTP Reliability Upgrades [9] | $3,870,000 | $21,989,000 | | | | | | | | | | | | | | | $25,859,000 |
| | | WH Totals = | $20,900,000 | $199,399,000 | $760,000 | $9,057,500 | $5,082,500 | $6,990,000 | $58,979,000 | $60,894,000 | $9,683,000 | $3,871,000 | $8,370,000 | $20,505,000 | $29,284,000 | $8,895,000 | $3,285,000 | $7,405,000 | $220,359,000 |
| Wolf Run | 1 | Wolf Run Main Trunk A | $210,000 | $1,980,000 | | | | | | | | | | | | | | | $2,190,000 |
| | 2 | Wolf Run Main Trunk B | $230,000 | $2,160,000 | | | | | | | | | | | | | | | $2,390,000 |
| | 3 | Wolf Run Main Trunk C | $420,000 | $4,140,000 | | | | | | | | | | | | | | | $4,560,000 |
| | 4 | Wolf Run Main Trunk D | $190,000 | $1,730,000 | | | | | | | | | | | | | | | $1,920,000 |
| | 5 | Wolf Run Main Trunk E | $230,000 | $2,140,000 | | | | | | | | | | | | | | | $2,370,000 |
| | 6 | Wolf Run Main Trunk F | $260,000 | $2,460,000 | | | | | | | | | | | | | | | $2,720,000 |
| | 7 | Wolf Run Main Trunk G | $220,000 | $1,990,000 | | | | | | | | | | | | | | | $2,210,000 |
| | 8 | Wolf Run WWS Tank | $740,000 | $7,940,000 | | | | | | | | | | | | | | | $8,680,000 |
| | 9 | Parkers Mill Trunk | $190,000 | $1,770,000 | | | | | | | | | | | | | | | $1,960,000 |
| | 10 | Bob O Link Trunk | $180,000 | $1,660,000 | | | | | | | | | | | | | | | $1,840,000 |
| | 11 | Wolf Run Pump Station | $- | $9,500,000 | | | | | | | | | | | | | | | $9,500,000 |
| | | WR Totals = | $2,880,000 | $37,450,000 | $6,150,000 | $8,130,000 | $4,870,000 | $3,970,000 | $650,000 | $5,180,000 | $1,140,000 | $420,000 | $4,130,000 | $2,870,000 | $3,780,000 | $0 | $0 | $0 | $40,370,000 |
| Cane Run | 1 | Lower Cane Run WWS Tank | $3,120,000 | $33,440,000 | | | | | | | | | | | | | | | $36,560,000 |
| | 2 | Expansion Area 3 PS | $720,000 | $6,980,000 | | | | | | | | | | | | | | | $7,700,000 |
| | 3 | Expansion Area 3 FM | $430,000 | $3,370,000 | | | | | | | | | | | | | | | $3,800,000 |
| | 4 | Expansion Area 3 Trunk | $550,000 | $4,840,000 | | | | | | | | | | | | | | | $5,390,000 |
| | 5 | Shannon Park Trunks | $290,000 | $2,050,000 | | | | | | | | | | | | | | | $2,340,000 |
| | 6 | Winburn Trunk | $140,000 | $980,000 | | | | | | | | | | | | | | | $1,120,000 |
| | 7 | Thoroughbred Acres Trunk | $170,000 | $1,600,000 | | | | | | | | | | | | | | | $1,770,000 |
| | 8 | Shumm Village PS and FM | $220,000 | $1,900,000 | | | | | | | | | | | | | | | $2,120,000 |
| | 9 | Lower Griffin Gate Trunk | $90,000 | $770,000 | | | | | | | | | | | | | | | $860,000 |
| | 10 | Upper Cane Run WWS Tank | $500,000 | $3,980,000 | | | | | | | | | | | | | | | $4,480,000 |
| | 11 | Cane Run Trunk | $160,000 | $1,700,000 | | | | | | | | | | | | | | | $1,860,000 |
| | 12 | Lexmark Trunk A | $160,000 | $1,480,000 | | | | | | | | | | | | | | | $1,640,000 |
| | 13 | Lexmark Trunk B | $110,000 | $960,000 | | | | | | | | | | | | | | | $1,070,000 |
| | 14 | New Circle Trunk A | $390,000 | $3,920,000 | | | | | | | | | | | | | | | $4,310,000 |
| | 15 | New Circle Trunk B | $260,000 | $2,700,000 | | | | | | | | | | | | | | | $2,960,000 |
| | 16 | Griffin Gate Retrofit [3] | $- | $- | | | | | | | | | | | | | | | $0 |
| | | CR Totals = | $7,320,000 | $70,670,000 | $0 | $2,090,000 | $11,148,667 | $12,296,667 | $17,441,667 | $16,815,000 | $2,920,000 | $4,290,000 | $8,180,000 | $2,700,000 | $0 | $0 | $0 | $0 | $77,890,000 |
| Town Branch | 1 | Town Branch WWTP WWS Tank [5] | $9,770,000 | $102,150,000 | | | | | | | | | | | | | | | $111,920,000 |
| | 2 | Town Branch PS Replacement | $100,000 | $830,000 | | | | | | | | | | | | | | | $930,000 |
| | 3 | Tiein Lower Cane Run FM | $20,000 | $160,000 | | | | | | | | | | | | | | | $180,000 |
| | 4 | UK Trunk A | $270,000 | $2,560,000 | | | | | | | | | | | | | | | $2,830,000 |
| | 5 | UK Trunk B (Newtown Pike Extension) [4] | $- | $- | | | | | | | | | | | | | | | $0 |
| | 6 | UK Trunk C | $150,000 | $1,380,000 | | | | | | | | | | | | | | | $1,530,000 |
| | 7 | UK Trunk D | $240,000 | $2,330,000 | | | | | | | | | | | | | | | $2,570,000 |
| | 8 | UK Trunk E | $290,000 | $2,850,000 | | | | | | | | | | | | | | | $3,140,000 |
| | 9 | Georgetown Road Trunk | $10,000 | $100,000 | | | | | | | | | | | | | | | $110,000 |
| | 10 | Mustang Avenue Trunk | $320,000 | $3,120,000 | | | | | | | | | | | | | | | $3,440,000 |
| | 11 | TB WWTP Reliability Upgrades [9] | $2,355,000 | $24,895,000 | | | | | | | | | | | | | | | $27,250,000 |
| | | TB Totals = | $13,625,000 | $140,455,000 | $2,442,500 | $4,982,500 | $21,781,000 | $23,563,000 | $6,701,000 | $4,895,000 | $5,555,000 | $7,858,000 | $2,900,000 | $908,000 | $8,448,000 | $32,368,000 | $32,382,000 | $240,000 | $153,990,000 |
| North Elkhorn | 1 | North Elkhorn PS WWS Tank | $880,000 | $9,420,000 | | | | | | | | | | | | | | | $10,300,000 |
| | 2 | Eastland Trunk | $160,000 | $1,340,000 | | | | | | | | | | | | | | | $1,500,000 |
| | 3 | Liberty Road Trunk | $200,000 | $2,740,000 | | | | | | | | | | | | | | | $3,038,000 |
| | 4 | Greenbrier #2 PS | $170,000 | $1,040,000 | | | | | | | | | | | | | | | $1,210,000 |
| | 5 | Greenbrier Trunk | $30,000 | $260,000 | | | | | | | | | | | | | | | $290,000 |
| | 6 | Floyd Drive Rehab [6] | $- | $- | | | | | | | | | | | | | | | $0 |
| | 7 | Expansion Area 2A Projects | $- | $8,810,000 | | | | | | | | | | | | | | | $8,810,000 |
| | | NE Totals = | $1,530,000 | $23,610,000 | $4,405,000 | $4,405,000 | $0 | $0 | $0 | $0 | $0 | $290,000 | $2,740,000 | $160,000 | $1,310,000 | $200,000 | $2,180,000 | $9,420,000 | $25,140,000 |
| South Elkhorn | 1 | South Elkhorn PS Upsize [4] | $80,000 | $690,000 | | | | | | | | | | | | | | | $770,000 |
| | 2 | Mint Lane Trunk | $120,000 | $1,050,000 | | | | | | | | | | | | | | | $1,170,000 |
| | 3 | Mint Lane PS | $490,000 | $3,920,000 | | | | | | | | | | | | | | | $4,410,000 |
| | | SE Totals = | $690,000 | $5,660,000 | $0 | $0 | $0 | $80,000 | $690,000 | $0 | $0 | $0 | $0 | $0 | $0 | $610,000 | $4,970,000 | $0 | $6,350,000 |
| | | **Total (All Groups) =** | **$53,745,000** | **$536,624,000** | **$12,978,000** | **$30,745,000** | **$42,960,000** | **$47,265,000** | **$85,687,000** | **$96,374,000** | **$39,278,000** | **$18,449,000** | **$29,510,000** | **$35,411,000** | **$43,640,000** | **$46,983,000** | **$42,897,000** | **$17,965,000** | **$590,389,000** |

DESIGN

CONSTRUCTION

[1] Projects requiring property acquisition in Expansion Area #1 display the preliminary study/easement acquisition to be a separate project. For all other projects, these elements are included in the design cost estimate

[2] West Hickman WWTP WWS Tank is expected to be constructed in phases (i.e. multiple storage bays) over the 6-year construction period shown in the schedule

[3] The Griffin Gate Retrofit project is being funded through LFUCG's annual rehabilitation program

[4] The Newtown Pike Extension project is being funded as part of the a roadway project and costs are not included in the totals

[5] The Floyd Drive Rehab project is being funded through LFUCG's annual rehabilitation program

[6] South Elkhorn Pump Station was recently replaced. RMP project includes additional capacity at the new facility.

[7] Design Cost Estimate includes Admin, Legal, Finance, and Land Acquisition Costs

[8] See next page for WWTP Reliability project detail

[9] The Town Branch WWTP WWS Tank originally had three phases. This was revised to only have two phases, so the middle phase was deleted. The final completion date of 2025 has remained unchanged

DRB version

The tasks described above are not all inclusive of the effort needed to complete any given project. Additional tasks or sub-tasks may be assigned depending on the site specific conditions or circumstances associated with any given project.

**Miscellaneous**

1. Engineering services work for all Consent Decree projects—including RMP, are subject to "Additional Provisions" included in the Consent Decree Task Order of the LFUCG engineering services agreement.

2. Any plans, specifications and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by LFUCG's Division of Water Quality. The selected vendor shall be responsible for incorporating the comments and requirements of the division into all documents.

3. Any plans, specifications, reports and accompanying documents shall be submitted to LFUCG in their original, electronic format, and shall become the property of LFUCG.

4. Any data collection shall be compatible with existing Geographic Information System parameters used by LFUCG. Access Data Base formats will be provided.

5. Brian Marcum, Division of Central Purchasing, is the designated contact person for all questions regarding this scope of work. Contact with any city staff member involved in the selection process other than Mr. Marcum, prior to the issuances of notices of award, is prohibited. Any attempt to discuss this RFQ with city employees other than Mr. Marcum may result in disqualification of the firm's submittal for consideration.

2. RPR shall utilize Construction Supervisor software. All hardware and software necessary to use Construction Supervisor shall be supplied by the Watershed Design Consultant.
3. The Watershed Project Team shall provide to the RPR all equipment necessary to fulfill project needs.
4. Conduct monthly ESC inspections (twice-monthly if a targeted site). Attend LFUCG's annual ESC inspector training.

**Project Schedule**
After execution of a Task Order the Watershed Project Team shall prepare a project schedule detailing all design and construction milestones. Project schedules shall be updated at each progress meeting.

**Specific Design Cost Allocations**
Two (2) specific design cost allocations will be included for each design project.

1. One (1) geotechnical allocation will be provided to allow for the Watershed Project Team to manage, including procurement, contracting, directing and processing of invoices, the Contractor selected for any geophysical exploration, to excavate and expose underground utilities and infrastructure and to provide surveying for documenting the location of the exposed underground utilities and infrastructure.

2. One (1) utility locate allocation will be provided to allow for managing a Contractor to excavate /expose / identification / X, Y, and Z location of all underground utilities and other infrastructure, and to confirm the location of all active service locations through CCTV inspection as required by the design process and prior to construction. The Watershed Project Team shall use this allocation to contract with a Contractor to provide any exploration and/or excavation of the utilities and coordinate its surveyors to record actual locations, size, material and other required information. The Watershed Project Team will be required to ensure that the Contractor:

    A Complies with all OSHA regulations.
    B Maintains traffic control per the Manual on Uniform Traffic Control Devices (MUTCD) and approved Department of Transportation traffic control and flagging regulations.
    C Notifies Kentucky Underground Protection (811) in accordance with Kentucky Revised Statutes (KRS) and Kentucky Administrative Regulations (KAR) for each excavation.
    D Repairs/restores all paved and non-paved surfaces excavated for exposure of underground utilities or structures.
    E Provides to LFUCG or the Kentucky Transportation Cabinet (KYTC), in advance of any excavation work, any required Traffic Control Plan necessary to secure a permit for work within a right of way (ROW).
    F Maintains insurance consistent with the contractual insurance expectations of the Watershed Project Team.
    G Documentation of X, Y, and Z location of all underground utilities shall be a part of the design fee and not a part of the utility location allocation.

6. Task 5 Deliverables:
    a. Pre-Bid meeting agenda
    b. Pre-Bid meeting notes
    c. Bid addenda
    d. Letter of recommendation.

Task 6: Construction Administration Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 6:

1. In coordination with the DWQ Project Manager, conduct the Pre-Construction Conference and prepare the summary of the conference.
2. Services During Construction may include but is not limited to:
    a. Coordination with the Resident Project Representative (RPR) which may or may not be employed by the Watershed Project Team
    b. Review and processing of Shop Drawings
    c. Review and respond to Requests for Information (RFIs)
    d. Issue Field Orders and Work Change Directives as needed
    e. Evaluate and provide recommendations for Change Requests
    f. Regular site visits to maintain knowledge of construction activity and progress, assume once per month
    g. Monthly Progress Meetings for which the Watershed Project Team shall be responsible for meeting agendas, handouts, and summaries
    h. Processing of Pay Requests for DWQ
    i. Final Inspection and preparation of punch list
    j. Project Certification
3. Prepare a record survey of the constructed improvements indicating the coordinates for each manhole and the rim and invert elevations for each manhole.
4. Prepare Record Drawings, in both hard copy (reproducible format) and electronic format. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Task 6 Deliverables:
    a. Record Survey and Record Drawings in electronic and hard copy formats
    b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
    c. Project Certification
    d. Project Closeout Documents

Task 7: Resident Project Representative (RPR)

The Watershed Project Team may be directed to provide full-time Resident Observation.

1. The recommended Watershed Project Team's RPR must be approved by DWQ.

3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
4. The Watershed Project Team is not responsible for the hydraulic evaluation of upstream or downstream portions of the sanitary sewer system.
5. All plan and profiles shall be on the same sheet.
6. Contract Drawings shall include Project Benchmarks. An associated summary table identifying each benchmark description, elevation, and Kentucky State Plane Coordinates shall be included in the Project Specific Notes.

Task 4: Easement Acquisition

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 4:

1. Prepare a metes and bounds description of each required easement to be procured or released, and a plat of the parcel indicating the easement locations. The Watershed Project Team shall prepare and submit to DWQ an easement acquisition summary spreadsheet detailing the following:
   a. Property Owner
   b. Property Address
   c. Deed book and page number for the property deed
   d. Plat references, if any
   e. Area in square feet of temporary and permanent easements to be acquired and area in square feet of easements to be released. The spreadsheet shall include descriptions of easements for which only prescriptive easement(s) exist.
2. The Watershed Project Team shall prepare the LFUCG Memorandum of Understanding (MOU) for each required easement.
3. The Watershed Project Team is not responsible for negotiating or acquiring easements. The Watershed Project Team may be expected to make timely edits to Task 4 deliverables in response to direction from DWQ's easement acquisition team and RMP Program Manager.
4. Task 4 Deliverables: easement descriptions and plats; easement summary spreadsheet and easement MOUs

Task 5: Bidding Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 5:

1. The Watershed Project Team shall submit reproducible Drawings and Specifications (Contract Documents) to the official bid document distributer, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (www.lynnimaging.com).
2. In coordination with the DWQ Project Manager, conduct the Pre-Bid Conference and prepare the summary of the conference.
3. Respond to Bidder, vendor, and subcontractor questions.
4. Prepare and distribute necessary Addenda.
5. Attend the bid opening. Verify capacity (financial, workforce, experience per Bid Documents) of the apparent low Bidder to perform the specified work and provide a Recommendation of Award.

8. Prepare, submit, revise as required the Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPPs should be sent to DWQ Stormwater Section Manager Greg Lubeck. Final approval of the SWPPP must be obtained prior to Task 5.
9. Prepare, and submit applications to secure all required permits including, but not limited to, those listed in TM No. 2. Application fees will be paid from the Permit Application Allowance included in the Task Order.
10. Prepare Project Specific Notes and any project specific details.
11. Complete the Bid Proposal form and any additional required Contract Specifications of the Contract Documents. DWQ shall provide Standard Form Contract Documents indicating sections requiring completion by the Watershed Project Team. All revisions to Standard Form Contract Specifications shall be brought to the attention of DWQ for final approval.
12. Prepare a Final Opinion of Probable Construction Costs per DWQ unit cost schedule.
13. Prepare for and attend one (1) Final Review meeting. The Final Review meetings are one (1) day meetings in which the Watershed Project Team must respond to questions regarding the project Contract Documents. The Watershed Project Team shall provide five (5) full size sets of Drawings and three (3) sets of Specifications to DWQ for review a minimum of two weeks prior to the Final Review Meeting.
14. Correspond and meet with all other utility companies and regulatory agencies as required for this project.
15. Task 3 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
    a. Kickoff Meeting (Agenda prepared by DWQ)
    b. Monthly Progress Meetings (one per month minimum)
    c. Final Review Meeting – one (1)
    d. One (1) meeting, outside of standard business hours, to present the project to the public
    e. Unscheduled, unidentified meetings – as directed
    f. Attendance at the Task 3 meetings is limited to those Watershed Project Team members that are making a substantive contribution to the design effort.

16. Task 3 Deliverables:
    a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification
    b. Project Benchmarks at intervals of not more than 1,000 ft. along the project alignment
    c. Geotechnical Investigation – TM No. 3: Phase II Geotechnical Report
    d. Geotechnical Investigation – TM No. 4: Phase III Geotechnical Report (if required)
    e. Final Design Contract Documents
    f. Preliminary and Final Opinions of Construction Costs

    Notes:
    1. The Watershed Project Team shall adhere to the General Plan Format and Guidance Document and Guidelines for Project Specific Notes developed for DWQ Remedial Measures Program projects.
    2. Drawings shall be prepared in AutoCAD Civil 3D 2017 or newer format.

Notes:

1. Watershed Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the preliminary alignment submitted in TM No. 2, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".
3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. DWQ will provide recommendations for tunneling methods to the Watershed Project Team. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Watershed Project Team will be responsible for incorporating into the Contract Documents.

Task 3: Detailed Design

At the conclusion of Task 2, DWQ's RMP Program Manager will direct the team as to which Alternative Alignment will be authorized for final design, thus, final design shall not be initiated until written authorization is received from DWQ's RMP Program Manager. Most capital construction projects will be bid as a Unit Price Contract (UPC) with specific line item quantities and allocations to establish unit prices for variable quantity items, while select projects will be bid as lump sum. The Watershed Project Team will receive clear direction on the bidding approach prior to initiating detailed design. The Watershed Project Team's Scope of Work with respect to Task 3 includes but is not limited to the following:

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.
2. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 3.
3. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60%, 90% and 100% (Bid documents) milestones.
4. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
5. Watershed Project Team will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
6. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
7. Contract Drawings shall include the design and preparation of Project Specific Notes, details for any stream bank restorations of stream or ditch crossings, and all other notes and details.

2. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.
3. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
4. Research all deeds, plats, and other property records to identify all sanitary sewer and drainage easements in favor of LFUCG and all other recorded easements.
5. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
6. Develop two (2) preliminary alignments that fully consider the alignment of existing sanitary sewer(s), existing buildings, existing utilities/utility conflicts, streams, roadways and/or other features or improvements, and their impacts to construction costs. Alternative Alignment 1 should prioritize utilization of the existing alignment to the maximum extent practical by incorporating by-pass pumping combined with dig and replace or pipe bursting solutions. Alternative Alignment 2 should reflect a constructible, relief sewer alternative.
7. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable is a memorandum.
8. Prepare Technical Memorandum (TM) No. 2: Preliminary Design documenting the following for each Alternative Alignment presented:
    a. Proposed plan for horizontal/vertical alignment identifying all potential utility conflicts.
    b. List of impacted properties and property owners.
    c. List of required temporary (construction and/or access) and permanent easements.
    d. List of easements to be released.
    e. List of required permits and respective agencies from which the permit(s) will be secured.
    f. List of agencies that will require notifications and/or approvals.
    g. Memorandum from the Phase I geotechnical review.
    h. An Alignment Recommendation and Preliminary Opinion of Construction Cost per unit cost schedule provided by DWQ.
9. Task 2 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
    a. Kickoff Meeting (Agenda prepared by DWQ)
    b. Monthly Progress Meetings (one per month minimum)
    c. Plan Review Meeting – one (1)
    d. One (1) meeting, outside of standard business hours, to present the project to the public
    e. One (1) unscheduled, unidentified meeting
10. Task 2 Deliverables:
    a. 30% Drawings for DWQ review and Capacity Assurance model verification
    b. Geotechnical Investigation – Phase I Memorandum
    c. TM No. 2: Preliminary Design Document

**RMP Watershed Design Consultants**
**Scope of Services**

## Scope of Services

In accordance with the approved Remedial Measures Plan (RMP) schedule (Attachment A), and after the execution of the Engineering Services Agreements, Task Orders will be issued for the remaining individual collection and conveyance projects to each respective Watershed Project Team (consultant). Task Orders will be issued as needed by the Division of Water Quality (DWQ) and schedules for each Task Order will be negotiated. Each Watershed Project Team shall provide the adequate staff to meet the required schedule. Said Task Orders will generally include one or more of the following services for one or more RMP project(s): site evaluations, preliminary design, detailed design, services during bidding, Resident Project Representative (RPR), and services during construction. A generalized description of deliverables for each Task Order category is provided below.

Task 1: Site Evaluation – Tree Survey

The Watershed Project Team shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffeetree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees.

Task 2: Preliminary Design

DWQ will provide the Watershed Project Team all current and applicable General Notes, Standard Details, and standard form Contract Documents, as well as mapping as follows:

1. Mapping coverage will be 200' each side of the pipeline alignment.
2. Digital aerial color photography at a negative scale of 1" = 300'.
3. Field control surveys – horizontal and vertical ground control surveys as necessary for precise orientation of stereo models used for topographic mapping. Horizontal control shall be based on the Kentucky State Plan North Zone NAD 83 coordinate system. Vertical Control shall be based on NAVD 88 vertical datum.
4. Digital planimetric and topographic mapping at 1" = 20' scale, with a 1' contour interval.
5. All mapping will use standard mapping symbols and be in accordance with National Map Accuracy Standards. Mapping will be provided in AutoCAD 2017 and will include a digital terrain model (DTM) with break lines and mass points.
6. Digital raster orthophotography at a resolution of 0.50' pixels in TIF format suitable for use with imaging software.

The Watershed Project Team shall:

1. Conduct a design kick-off meeting and project site walk through with DWQ.

**Method of Billing, Invoice and Payment**

1. Prime consultant will be responsible for coordinating the billing for the team.

2. Hourly rates are inclusive; therefore, no incidental expenses can be billed to this contract—including mileage and travel—unless it is outside of the Bluegrass Area Development District member counties at the request of LFUCG.

3. No multiplier will be allowed, bill by hourly rate only.

4. The selected consultant may submit monthly invoices for basic services or work rendered, based upon the selected consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle.
    a. Each invoice shall be accompanied by a breakdown of hours attributed to each sub-task for both the billing cycle and the cumulative project period.
    b. LFUCG shall respond to monthly invoice within thirty days, either denying or approving payment.

Specific project time sheets and other payroll information may be subject to reviews and audits by LFUCG.

| | | | | |
|---|---|---|---|---|
| | | Managers and other key employees of the Firm to be assigned to the projects with their prospective roles. | | |
| **References** | Results from the Reference checks. | • Contact information from three (3) municipal clients for which the Firm has provided design and/or construction-related services. | 1 | 10 |
| **Hourly Rates** | | • Provide the employee name, job title, and hourly rate for all employees expected to provide services if awarded a Watershed Project Team contract.<br>• | 1 | 20 |
| **Required Documents** | All required Forms, Plans, Affidavits, and Reports are complete and submitted | • All Forms, Plans, Affidavits, and Reports required in this RFQ. | | Pass/Fail |
| | | | Possible Total | **100** |

**Selection Process**

LFUCG will use a Selection Workgroup process to review the submitted SOQs. Awards for each Watershed Project Team will be based on the quality and content of their SOQ along with a best value determination made by the Workgroup. To be considered for a Watershed Project Team, responders should submit an SOQ for that specific watershed team as defined in Table 1 (Examples: If requesting consideration for all four watershed teams, four separate watershed team-targeted SOQs should be submitted. If requesting consideration for one watershed team, submit one watershed team-specific SOQ.) The best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects. From a review of the SOQs received, LFUCG intends to execute an Engineering Services Agreement with four (4) firms (one (1) for each Watershed Project Team). It is intended that the Selection Workgroup will select the most qualified Firm for each watershed by following the order that the Watershed Project Teams are listed in Table 1. For example, all Firms proposing to be the West Hickman Watershed Project Team will be evaluated based on the contents of their SOQs and their best value determinations in order to select the most qualified Firm for that Watershed Project Team. The process will continue with the East Hickman Watershed Project Team and continue through the remaining teams (with previously selected Firms being removed from consideration for subsequent team selections.

| | | | | |
|---|---|---|---|---|
| | | experience in working with LFUCG's DWQ; note both the key employees and the roles the Firm had in the listed projects above.<br>• Summarize the Firm's local knowledge of and/or experience with Fayette County watersheds. Firms are encouraged to propose on watersheds that best correspond with their experience and capacity. | | |
| **Local Resources/ Capacity of the Firm** | Key employees are located locally, available to, and of a sufficient quantity to provide the required services. | • An organizational chart to depict responsibilities of key employees of the Firm; listing the locations of the employees.<br>• List of relevant local project team members for wastewater conveyance projects.<br>• Indicate location of office(s) which will provide services to DWQ including office location of overall Project Manager for your team.<br>• Commitment and availability of qualified Project Managers and staff to provide services requested in this RFQ.<br>• Resumes (1-page limit each) for proposed Project | 2, excluding resumes | 20 |

maximum of two (2) pages and shall include a single point of contact, including phone number and email address, for notification of selection results. A table of contents should follow the cover letter, following by tabbed dividers separating each of the sections listed in the table below.

**Table 2 – Contents of SOQ and SOQ Scoring Criteria**

| Criteria | Description | SOQ to include the following information in this order: | Total Pages Allocated for Response | Possible Points |
|---|---|---|---|---|
| **Firm Qualifications** | Description of qualifications as required by the RFQ. | • Brief history of the Firm and the related services routinely provided in-house.<br>• List of related design and construction services provided by the Firm. | 3 | 15 |
| **Past Performance/ Experience** | Familiarity/Experience with wastewater conveyance projects. | • List of LFUCG RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.<br>• List of LFUCG non-RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.<br>• List of non-LFUCG wastewater conveyance projects, completed within the last five years, for which the Firm designed and/or provided construction-related services. | 10 | 20 |
| **Knowledge of LFUCG** | Familiarity/Knowledge with LFUCG's DWQ and select watersheds. | • Summarize the Firm's institutional knowledge of and | 5 | 15 |

## Background

In accordance with its Consent Decree, Lexington has prepared, submitted, and received approval from the Environmental Protection Agency (EPA) and the Kentucky Division of Water (DOW) for all implementation schedules associated with the required Remedial Measures Plans (RMPs). To date, DWQ has completed, or has underway, approximately one-half of the approved RMP projects by awarding design/bid/construction management contracts on a project-by-project basis. Because this process has introduced previously unanticipated RMP schedule challenges, Lexington's Division of Water Quality (DWQ) is changing its project delivery approach by recruiting and selecting individual consulting teams to manage and direct the completion of the remaining RMP Wastewater Conveyance Projects by watershed(s) as follows.

**Table 1 – Projects per Watershed Project Team**

| Consultant | Watershed(s) | Anticipated Number of Projects |
|---|---|---|
| Watershed Project Team 1 | West Hickman | 10 |
| Watershed Project Team 2 | East Hickman and Boone Creek | 5 |
| Watershed Project Team 3 | Town Branch and Wolf Run | 5 |
| Watershed Project Team 4 | Cane Run, North Elkhorn, and South Elkhorn | 4 |

DWQ's baseline selection criteria for the prime consultant is as follows:

- That a different prime consultant be selected for each of the four (4) teams.
- That a selected prime consultant be limited to teaming on only one (1) other team as a sub consultant.
- That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**Work is not limited to RMP projects. Selected teams may be issued Task Orders for future, non-RMP wastewater conveyance projects within an assign watershed group as determined by LFUCG.**

## Contents of Statement of Qualifications (SOQ)

Each SOQ shall be submitted as outlined in this section. **Firms may propose on all Watershed Project Team groups with award recommendations based on best fit as determined by the Selection Workgroup using the selection criteria stated in this document. A separate SOQ should be submitted for each Watershed Project Team proposed by the firm, with each SOQ emphasizing the firm's qualifications pertaining to that Watershed team.** Each submitted SOQ must include a cover letter containing the name of the Firm, the submittal date, and the Watershed Project Teams for which the Firm is proposing. The cover letter shall be a

**Request for Qualifications for**
**Sanitary Sewer Watershed Design Consultants**

## Request for Qualifications

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), hereby issues this Request for Qualifications (RFQ) for professional engineering services as a Sanitary Sewer Collection and Conveyance System Watershed Design Consultant. The services required are to be provided in accordance with the terms, conditions, and specifications established herein. Required engineering services include Preliminary Design, Detailed Design, Bidding Services, and Construction Administration Services for multiple Wastewater Conveyance Projects in an assigned group of watersheds located in Fayette County, Kentucky. Wastewater Conveyance Projects shall be defined as gravity sewers and interceptors only and do not include wastewater treatment plants, sanitary pump stations, or wet weather storage facilities.

**A Mandatory Pre-Proposal Conference will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511.**

**The Firm must submit one (1) master (hardcopy), one (1) electronic version in PDF format on a flash drive, and five (5) duplicates (hardcopies) of their RFQ for evaluation purposes.**

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:**

_____
Consultant's Authorized Signature

_____
Date Signed

**AUTHORIZED BY:**

_____
Owner's Authorized Signature

_____
Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner_____.*
*A fully executed copy will be returned to the Consultant.*

**LFUCG TASK ORDER NO. _____**
**UNDER LFUCG AGREEMENT WITH_____FOR**

_____

| | CONSULTANT | OWNER |
|---|---|---|
| | _____ | Lexington Fayette Urban County Government |
| **Street Address** | _____ | 200 East Main Street |
| **City, State, Zip** | _____ | Lexington, KY 40507 |
| **Contact Person** | _____ | Charles Martin |
| **Telephone** | _____ | 859-425-2400 |
| **Fax** | _____ | 859-254-7787 |
| **E-Mail** | _____ | cmartin@lexingtonky.gov |

**Task Order Date:** _____

**Task Name:** _____

**Task ID:** _____

**SCOPE OF WORK/DELIVERABLES**

**See Attached**

**SCHEDULE OF WORK**

**See Attached**

**FEE**

**See Attached**

**ADDITIONAL PROVISIONS**

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

# EXHIBIT D

## Further Description of Basic Engineering Services

## and

## Related Services

# EXHIBIT B

## Certificate of Insurance

## and

## Evidence of Insurability

# EXHIBIT A

## Scope of Engineering

## Services and Related Matters

## RFQ #38-2019

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

**OWNER:**
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

**CONSULTANT:**
_____

BY: _____

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2019.

My commission expires: _____.

_____
NOTARY PUBLIC

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 documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4** **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.5.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

i. 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

| Coverage | Limits |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence,<br>$2 million aggregate or<br>$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single,<br>$1 million per occurrence |
| Professional Liability | $1 million per occurrence,<br>$ 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 Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

**f.** 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).

**g.** **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.

**h.** 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**.

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:

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

**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

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 Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

**6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and 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.

**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

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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** 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.

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

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 RFQ #38-2019, **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 RFQ #38-2019, 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 it 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

# ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of_____, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and _____ with offices located at_____ ("**CONSULTANT**"). **OWNER** intends to proceed with the Sanitary Sewer Collection and Conveyance System Watershed Design Consulting Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019 (the "**PROJECT**"). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, 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 obligations and 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 civil, geotechnical, structural, mechanical, electrical 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 RFQ #38-2019 (Including 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 RFQ #38-2019).

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

CONSULANT 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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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.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

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 LFUCG.

Verification of Coverage

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence, $2 million aggregate<br>or $2 million combined single limit |
| Professional Liability | $1 million per occurrence, $2 million aggregate |
| Worker's Compensation | Statutory |
| Commercial Automobile Liability | $1,000,000 per occurrence |
| Employer's Liability | $500,000 |

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.

**RISK MANAGEMENT PROVISIONS**
**INSURANCE AND INDEMNIFICATION**

## INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) 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.

(2) 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 "LFUCG") 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 LFUCG.

(3) 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 LFUCG 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.

(4) In the event LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

(5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

## FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

_____ _____

Signature Date

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

    (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
        (a) Failure to perform the contract according to its terms, conditions and specifications;
        (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

contract goals. This includes, where appropriate, breaking out contract work items 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 |

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #_____**

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

# 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_____**

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

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

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

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**




# MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

**The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.**

| Company Name | Contact Person |
|---|---|
| Address/Phone/Email | Bid Package / Bid Date |

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

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

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

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

## LFUCG 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 MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #_____**

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. | | | | |
| 2. | | | | |
| 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.

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

*construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."*

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)

| Business | Contact | Email Address | Phone |
|---|---|---|---|
| **LFUCG** | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| **Commerce Lexington – Minority Business Development** | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| **Tri-State Minority Supplier Diversity Council** | Susan Marston | smarston@tsmsdc.com | 502-365-9762 |
| **Small Business Development Council** | Shirie Hawkins UK SBDC | smack@uky.edu | 859-257-7666 |
| **Community Ventures Corporation** | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| **KY Transportation Cabinet (KYTC)** | Melvin Bynes | Melvin.bynes2@ky.gov | 502-564-3601 |
| **KYTC Pre-Qualification** | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| **Ohio River Valley Women's Business Council (WBENC)** | Sheila Mixon | smixon@orvwbc.org | 513-487-6537 |
| **Kentucky MWBE Certification Program** | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| **National Women Business Owner's Council (NWBOC)** | Janet Harris-Lange | janet@nwboc.org | 800-675-5066 |
| **Small Business Administration** | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| **LaVoz de Kentucky** | Andres Cruz | lavozdeky@yahoo.com | 859-621-2106 |
| **The Key News Journal** | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |

# COVER LETTER

**GRW** | engineering | architecture | geospatial
*801 Corporate Drive | Lexington, KY 40503*
*859.223.3999 | www.grwinc.com*

September 26, 2019

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

**Subject: RFP #38-2019 | Engineering Services for Sanitary Sewer Watershed Design (TEAM 2)**

Dear Mr. Slatin and Selection Committee Members:

Our team appreciates the opportunity to respond to the Lexington-Fayette Urban County Government (LFUCG)'s Request for Proposals for the services you need to complete the remaining RMP wastewater conveyance projects at the identified watersheds in your service area.

As you move forward with selection of consultants, GRW in association with Bell Engineering, would like to express our sincere interest in partnering with you to successfully complete these projects. **We are submitting proposals for ALL FOUR project areas. This SOQ addresses the work at:**

- **Watershed Project Team 2: East Hickman & Boone Creek**

**The GRW/Bell Team Commitment to LFUCG:** The GRW/Bell Team understands the high expectations of the LFUCG Division of Water Quality and their RMP management consultant. We have assembled an experienced team of Project Managers and staff to complete these projects. Many of these team members have worked closely with you in the past and will provide the high-quality contract documents you expect. See Section 3.0 and 4.0 for information about our project team and our familiarity with your watersheds, as well as information about the GRW/Bell approach to completing your assignments.

**Familiarity/Experience with LFUCG Watersheds & Wastewater Conveyance:** The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget. Sections 2.0 and 3.0 included details about our experience – and well as details about our work with LFUCG. **We're also local:** Our entire team – from all Project Managers to all subconsultants – are located in Lexington, KY.

As you evaluate our submittal, please do not hesitate to contact us if you have any questions. You're embarking on an important project for the community; we're ready to work with you to meet your implementation schedules and required objectives.

Sincerely,

Joe Henry, PE
GRW Vice President

859-223-3999, ext. 213
jhenry@grwinc.com

## CONTACT INFORMATION

**Main Contact**
Joe Henry, PE
859-223-2999, ext. 213
859-227-0246
jhenry@grwinc.com

**Notification of Results**
Please email:
info@grwinc.com

# SECTION 1.0 | Firm Qualifications

# 1.0 Firm Qualifications

## Growing & Evolving for More than 50 Years

GRW is a multidiscipline design consulting firm offering full-service engineering, architectural, and geospatial capabilities. Founded in 1964 by G. Reynolds Watkins to provide water resources engineering, our employee-owned firm has grown to become nationally recognized and has offices in Indiana, Kentucky, Tennessee, and West Virginia.

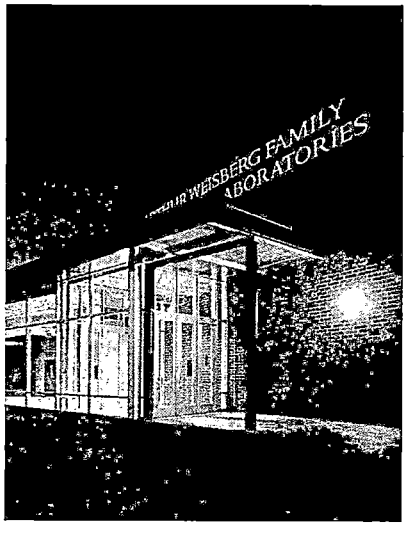


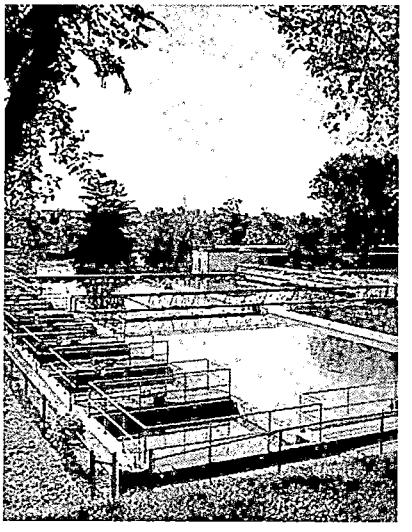

## In-House Multidiscipline Teams Promote Collaboration

Our project teams provide comprehensive technical expertise for all types of infrastructure design from planning and conceptual phases through construction administration and observation. GRW employs experienced water resources, mechanical, electrical, structural, transportation, and site/civil engineers; architects; landscape architects; and planners, as well as geospatial (surveying, GIS) professionals. This means our firm serves clients' needs ranging from roads/streets engineering to water, wastewater and stormwater engineering, as well as comprehensive building design and municipal planning.

### GRW Services Routinely Provided In-House:

- Water, Wastewater & Stormwater Engineering
- Surveying
- Aerial Mapping, GIS
- Construction Administration & Resident Project Representation
- Civil/Site Engineering
- Electrical/Instrumentation
- Engineering
- Architecture
- Mechanical Engineering
- Structural Engineering
- Landscape Architecture
- Funding Assistance from KIA to CDBG
- Transportation Engineering
- Sustainable Design
- Operations & Management Support
- Anti-Terrorist Force Protection / Physical Security
- Permitting

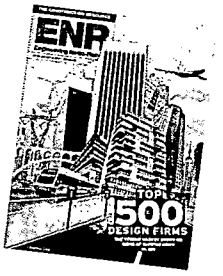




# A Few Things We're Proud Of

- **Award-winning Projects:** To date, 51-plus American Council of Engineering Companies (ACEC) Engineering Excellence Awards.
- **National Recognition:**
  - ✓ Since 1972, ranked in *Engineering News Record's* Top 500 Design Firms in the U.S.



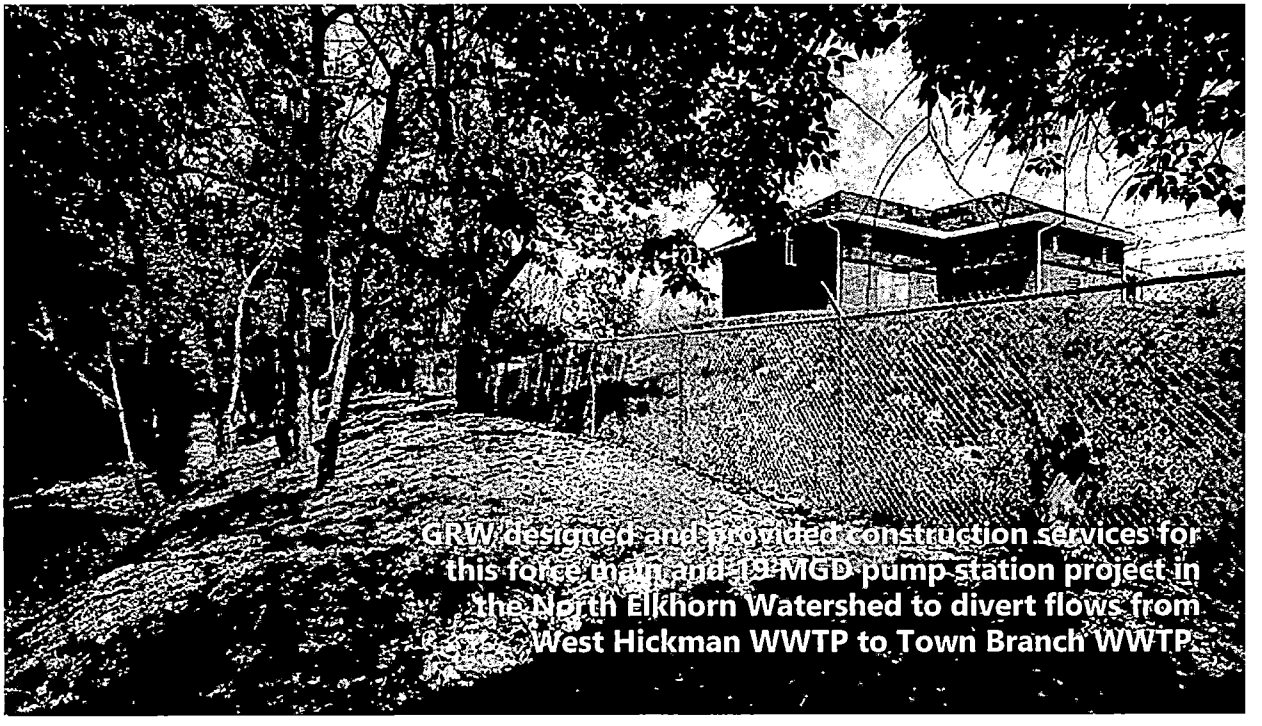

- ✓ Listed among *Building Design and Construction's* Giants 300: the Top Architect-Engineer Firms.
- ✓ **Our Clients:** Approximately 90 percent of our clients are repeat customers.

GRW understands that consulting engineering is a relationship business. We fully understand the importance of gaining your respect, proving our worth, and being there long after the successful project is completed.

# GRW Wastewater System Engineering Services

The planning and design of adequate water resources facilities are essential for communities to grow and attract new business – this is a cornerstone of GRW's service offerings. Whether we're expanding or improving an existing system or implementing a new facility or solution, our in-depth knowledge of applicable laws and regulations, combined with problem-solving design and the latest technology, enable us to optimize the planning, design, construction and startup of our clients' projects.

GRW has successfully completed several hundred sanitary sewer design projects, including collector sewers, interceptor sewers, force mains and pumping stations of all sizes and types. Our fully trained staff of engineers and technicians has worked on projects ranging from small diameter low pressure grinder pump systems (LPGPS) to small 8-inch residential collector sewers, gravity sewers up to 120 inches, force mains up to 48 inches, and wastewater pumping stations as large as 56 MGD. Many of these projects have been designed and constructed on or closely adjacent to private properties in neighborhoods, urban areas, industrial parks, and business districts. GRW is extremely aware of the sensitivity required when working in close proximity to these property owners and the importance of communication and cooperation with the impacted parties. We always aim to deliver high-quality design and specification documents with plans are clear, easy to understand.


GRW designed and provided construction services for this force main and 19-MGD pump station project in the North Elkhorn Watershed to divert flows from West Hickman WWTP to Town Branch WWTP.

We also are pleased to introduce our local teammate for your projects – **BELL ENGINEERING.**

Key professionals from Bell's Lexington, KY, office will be providing project management, project engineering, CADD support, and construction document administration, as well as technical advice and QA/QC assistance.

Founded in Lexington in 1914 by Howard K. Bell, Bell Engineering has earned a solid reputation as a provider of innovative engineering applications that fulfill community and industry needs around the country.

Originally operating as Howard K. Bell Consulting Engineers, Bell was the first consulting engineering firm in Kentucky and specialized primarily in water, wastewater and stormwater engineering. The firm's corporate headquarters remain in Lexington; there are branch offices in Hopkinsville, KY, and Asheville, NC.

From determining the best water quality solutions to finding safe, efficient and environmentally sound ways to manage wastewater resources, Bell offers a full range of engineering services for water and wastewater systems.

**Like GRW, Bell provides comprehensive wastewater engineering systems services**

## Related Design & Construction Services Routinely Provided by GRW & Bell

- Wastewater Facilities Plans and System Master Planning
- Computer Hydraulic Modeling
- Force Mains, Collector & Interceptor Sewers
- Infiltration/Inflow Abatement, Flow Monitoring & SSES Studies
- Sanitary Sewer Evaluation/Rehabilitation
- CSO Plans & Facilities
- Sanitary Sewer Overflow Plan Development
- Odor Control/Abatement
- Pumping Stations
- Public Relations Program Support
- Treatment Facilities
- Industrial Pretreatment & Treatment
- Sludge Treatment & Disposal
- Instrumentation/SCADA
- Capacity Management & Operations & Maintenance (CMOM) Compliance
- Cost Estimating & Financial/Rate Analysis
- O&M Manuals
- Operator Training & Start-Up Assistance
- Construction Administration & Resident Project Representation

# Subconsultants

To assist in meeting project delivery/schedule requirements – as well as to assist LFUCG in meeting its DBE goals – the GRW/Bell team includes the following subconsultants. Firms meeting DBE-certification requirements are noted.

### Geotechnical

- Consulting Services Incorporated (CSI)
- L.E. Gregg Associates
- Geotechnology, Inc.

### Land Surveyor

- Abbie Jones Consulting **(WBE)**
- Vision Engineering **(DBE)**

### Environmental/Cultural

- Third Rock Consultants **(WBE)**

### Tree Survey

- Dave Leonard Tree Specialists

Playing a key role on the team will be **VISION ENGINEERING (DBE).** Vision's team members are supporting our team's services related surveying, as well as project management, project engineering, easements and resident project representation. Located in Lexington since 2003, the firm specializes in water resources, civil, and geotechnical engineering, and surveying.

Vision has worked with LFUCG on numerous RPR projects and recently completed thousands of linear feet of sanitary sewer gravity line (survey, design, final design, easement acquisition, bidding, and construction administration); two of the most relevant projects are West Hickman Trunk B and West Hickman Trunk D, both completed on time and below budgets

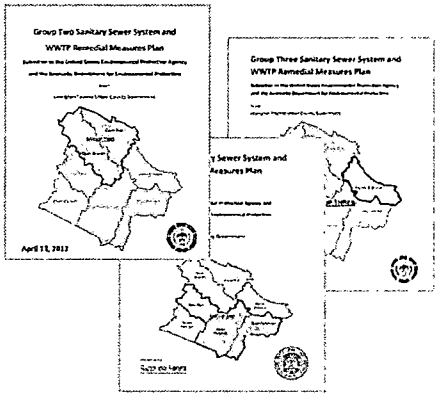
# SECTION 2.0 | Past Performance/ Experience

# 2.0 Past Performance/Experience

This section provides examples of wastewater conveyance projects completed by GRW, Bell and Vision.

**LFUCG RMP Wastewater Conveyance Projects**

- Wolf Run D & E Trunk Sewers
- Wolf Run Trunk A
- Brunswick & Floyd Drive Sanitary Sewers
- West Hickman Trunk B
- West Hickman Trunk C
- Expansion Area 3 Gravity Sewer
- Lansdowne Sanitary Sewer



**LFUCG non-RMP Wastewater Conveyance Projects**

- East Hickman Wet Weather Flow Storage, Pumping & Conveyance
- Expansion Area 2A Watershed Pump Station & Force Mains
- North Elkhorn Watershed Force Main & Pump Station
- Blue Sky Pump Station & Force Main
- Lower Town Branch Watershed Interceptor Sewers, Force Main & PS
- South Elkhorn Trunk Sewers & Force Mains
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

**Non-LFUCG Wastewater Conveyance Projects (last five years)**

- Hebron Area Sanitary Sewer Improvements, Sanitation District No. 1, Ft. Wright, KY
- Master Street Interceptor Relief Sewer, Corbin City Utilities, Corbin, KY
- Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY
- Veterans Memorial Force Main, Bowling Green Municipal Utilities, Bowling Green, KY
- Harrodsburg Corning Glass Forcemain, Harrodsburg, KY

## LFUCG RMP Wastewater Conveyance Projects

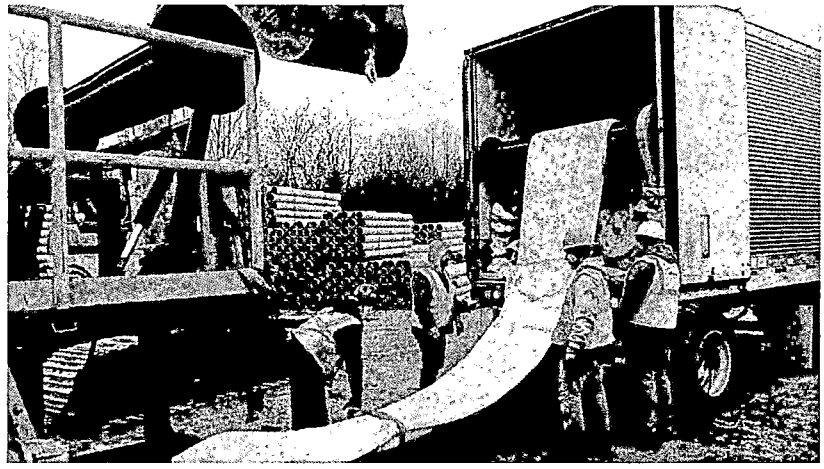
Proposed in LFUCG's Remedial Measures Plan and submitted to USEPA, these projects are deliverables of LFUCG's Consent Decree agreement, entered into with the U.S. Environmental Protection Agency, and the Kentucky Environmental and Public Protection Cabinet. Among the concerns to be resolved by these projects are increased volumes of sewer flows during wet weather events, resulting in overflows from the sewage collection system.

### Wolf Run D & E Trunk Sewers

LFUCG selected GRW to design replacement sewers for the existing Wolf Run trunk sewers D & E that fall under Group 1 outlined by the West Hickman, East Hickman, and Wolf Run watersheds. Wolf Run trunk sewers D & E are addressed as part of this project to help reduce SSOs within the Wolf Run watershed to ensure compliance with the Consent Decree. Wolf Run Trunk D includes installation of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes installation of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer. Construction for this project is planned to be complete by year 2021.

**Client Contact:** Bob Peterson, PE, Project Manager, LFUCG, (859) 425-2438, rpeterson@lexingtonky.gov

## Wolf Run Trunk A Sewer Rehabilitation

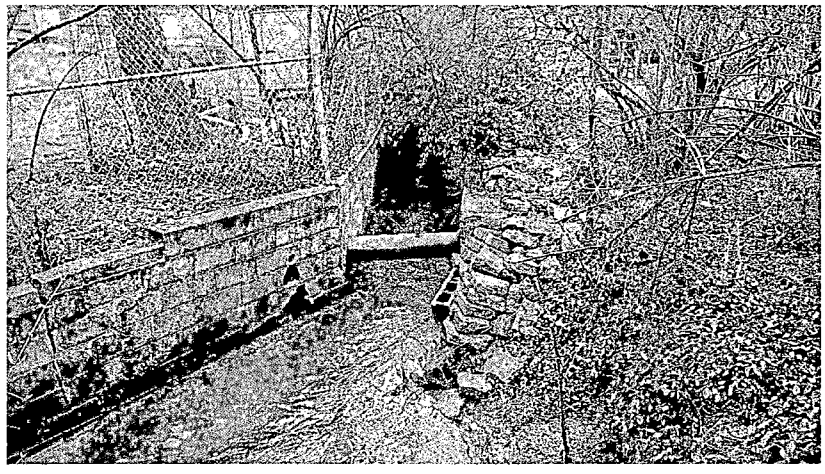


LFUCG selected Bell Engineering to complete the Wolf Run Trunk A sewer rehabilitation project. This was accomplished by cured-in-place-pipe (CIPP) lining of approximately 1,545 LF of 30-inch diameter sanitary sewer, including brick sewer, running from the old Wolf Run Pump Station at 755 Enterprise Drive at manhole WR1_1 to manhole WR1_95. In addition, approximately 165 vertical feet of manhole rehabilitation with Sprayroq lining system for 12 existing manholes. The project was funded through KIA. Based on flow monitoring results, the project reduced I/I by approximately 40%.

The Remedial Measures Plan identified the need for a 1.8 million gallon equalization tank and pump station to be located upstream of this project to alleviate peak flows and allow this section of trunk sewer to remain 30-inch.

**Client Contact**: T.J. Taylor, Project Manager; (859) 425-2400; LFUCG

## Brunswick & Floyd Drive Sanitary Sewers



LFUCG selected Bell Engineering to complete the Brunswick & Floyd Drive Sanitary Sewers rehabilitation project.

In the Floyd Drive area, roughly 600 LF of 8-inch sewer line and 3 manholes with evidence of I/I were eliminated. A new sewer line and manholes were installed which also eliminated two stream crossings, moved the line out of the flood plain and improved the system hydraulics.

At Brunswick Drive, an old pump station wetwell that held several feet of sewage prior to exiting the structure was eliminated by adding a new sewer line and manholes. The new line and manholes rerouted the sewer allowing for removal of the old wetwell. These upgrades also improved system hydraulics.

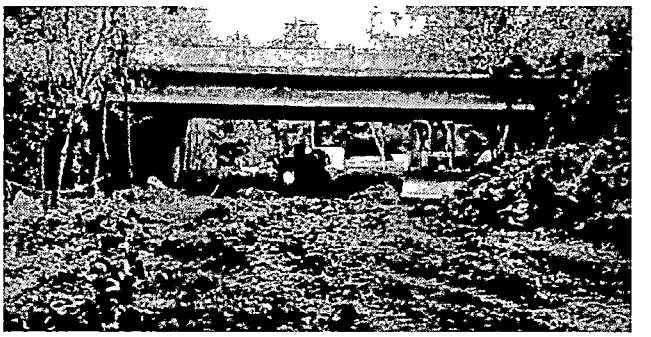
**Client Contact:** Craig Prater, CAP Program Manager; (859) 425-2446; LFUCG

## West Hickman Trunk B (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,900 LF of 48 inch RCP with 60 inch Hobas pipe for this LFUCG project. The project begins at Veteran Park and tie-in point to West Hickman Trunk C is at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 LF of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

## West Hickman Trunk C (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,600 LF of 42 inch RCP with 54 inch Hobas pipe for this LFUCG project. The project begins at tie-in point to West Hickman Trunk B and extends to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 LF of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget.

## Expansion Area 3 Gravity Sewer (RMP: 2017)

Vision Engineering provided preliminary study and design services for the Expansion Area 3 gravity sanitary sewer project for LFUCG. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 LF of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pike.

## Lansdowne Sanitary Sewer (RMP: 2017)

Vision Engineering completed the preliminary study for the Lansdowne sanitary sewer project for LFUCG. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing

**Client Contact for the Above:** Mark Fisher, PE; Project Engineering Coordinator
LFUCG, (859) 425-2400, mfischer@lexingtonky.gov

# LFUCG non-RMP Wastewater Conveyance Projects

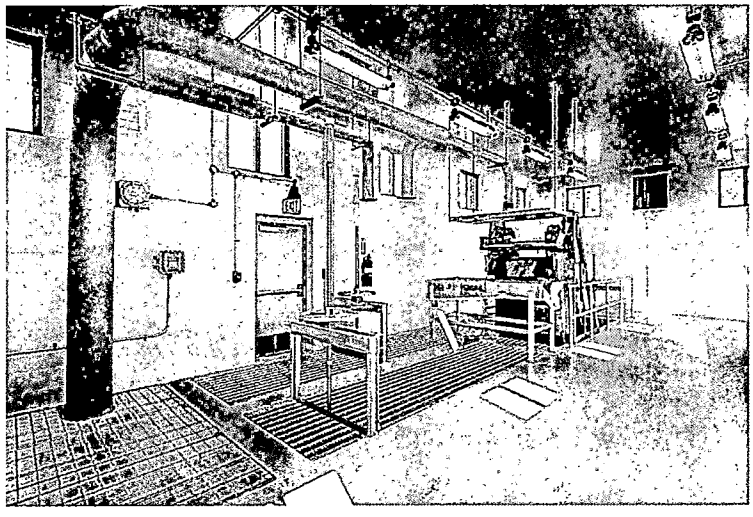
## East Hickman Wet Weather Flow Storage (6.0 MG) Pumping, (32.5 MGD) & Conveyance

GRW provided site assessment, preliminary and final design, easement acquisition, bidding assistance, and construction phase services, as well as KIA funding support services for the East Hickman wet weather storage, pumping facility, and force main project. Environmental services were also included.

GRW designed a 6.0 MG, prestressed concrete, wet weather storage tank, and associated 20.1 MGD dry weather pumping station and 12.4 MGD wet weather pumping station. These facilities allow LFUCG to collect and store a large volume of wastewater – usually during a rainstorm – that overwhelms the capacity of the existing pump station and gravity sewer, and cannot be conveyed immediately for treatment to the LFUCG West Hickman Wastewater Treatment Plant. **In addition to the storage tank and pumping facilities, the project included realignment of 10-inch Blue Sky force main, and connection to 30-inch force main; extension (245 LF) of the existing 48-inch East Hickman Trunk Sewer with Ipex Vortex flow insert for odor control; new 24-inch East Lake trunk sewer (1,060 LF); and miscellaneous 12-inch and 15-inch gravity sewers**

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Expansion Area 2A Watershed Pumping Station & Force Mains

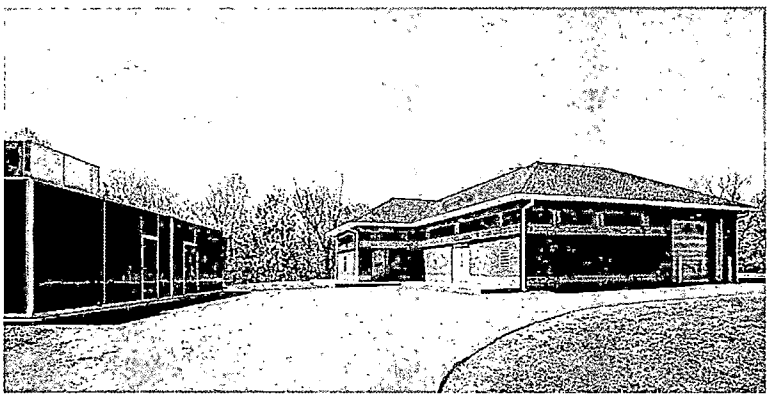


LFUCG's Expansion Area 2A had been identified for future development in the 2000 LFUCG Comprehensive Plan. Expansion Area 2A is generally located to the east of I-75 and south of Winchester Road (US 60). This sewer shed area consists of proposed developments (Hamburg East), existing developments (including the Hamburg Mall shopping center), and existing residential developments (such as Glenn Eagles, Blackford and part of Greenbriar).

The multiphase project includes a new 10 MGD pumping station; 4,800 LF of 24" force main; and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included a bore under I-75 for a 24" force main, and a 30" bore under I-75 for a 16" gravity sewer. The new gravity sewers allowed LFUCG to decommission five existing pump stations (Hamburg Farm, Man O' War, Greenbriar 1, Blackford and Gleneagles) by removing the stations and flowing by gravity to a new 48" gravity trunk sewer (constructed by a developer) which was extended into the new Expansion Area 2 A Pump Station.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## North Elkhorn Watershed Force Main & Pumping Station (19 MGD)

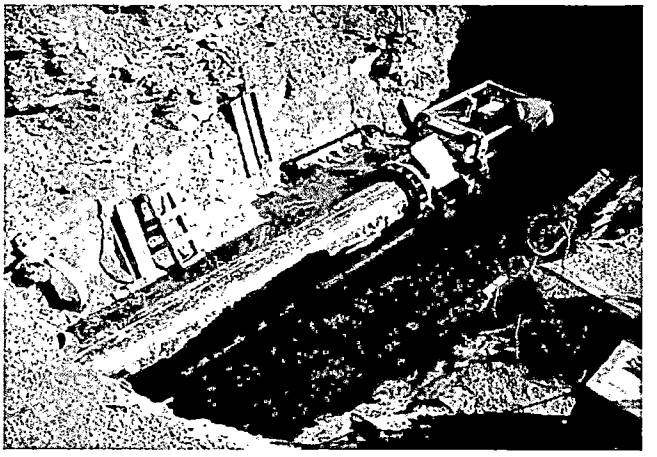


One of the key elements of the Lexington-Fayette County Urban Government's (LFUCG) long-range wastewater master plan is the diversion of existing and future wastewater flows from the high-growth West Hickman Creek Wastewater Plant drainage area to the Town Branch Wastewater Treatment Plant drainage area, which had available capacity.

To divert to the flows, GRW designed the 19 MGD North Elkhorn Watershed Pumping Station replacement and **new 30-inch and 36-inch force main.** Further, approximately 40,000 linear feet of 30-inch and 36-inch force main was constructed across the center of Lexington in a combination of private easements and crowded city streets. Several miles of force main were installed parallel to Interstate 75 and inside the interstate's right-of-way. GRW coordinated extensively with local elected officials, and state and federal agencies including the Kentucky Transportation Cabinet and the Federal Highway Administration.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Blue Sky Pump Station & Force Main



The Blue Sky WWTP Elimination project had been a longstanding environmental concern for Lexington and the Kentucky Division of Water. The Consent Decree provided a mechanism to resolve those concerns without establishing dangerous precedents that would not be in the best interests of ratepayers.

To identify the required capacity of the new Blue Sky Pump Station and Force Main, Bell Engineering completed a detailed evaluation of existing and future flows was conducted. LFUCG's 2011 Sanitary Sewer Remedial Measures Plan (RMP) included construction cost estimates that reflected the hydraulic impact of a pump station at Blue Sky. The peak pump station flow rate used was 435 gpm, which was derived from flow monitoring completed in 2010.

Three alternatives were developed to serve the Blue Sky RAC. Ultimately, LFUCG decided to implement the second alternative which included accommodating the existing flows at two WWTPs and underdeveloped and vacant land within the Blue Sky RAC. This alternative required an 800 gpm pump station at the Blue Sky WWTP site, **26,000 LF of 10-inch force main** and decommissioning two WWTP's. This project was completed with 100% KIA funding and included easement preparation and acquisition assistance for approximately 25 easements.

**Client Contact**: Steve Farmer, Project Manager, LFUCG, (859) 425-2404

## Lower Town Branch Watershed Interceptor Sewers, Force Main & Pumping Station

LFUCG constructed a major wastewater interceptor system and pumping station to serve a large undeveloped tract within its urban service area. This project allowed the existing Blackburn Correctional Complex and Federal Medical Center wastewater treatment plants to be eliminated/decommissioned; the new Lower Town Branch Pump Station now serves these two prisons. The force main of the pumping station also picked up several existing pumping stations in route to the treatment plant.

GRW conducted a land use analysis of the undeveloped land to determine the ultimate load on the interceptors and pumping station based on the zoning of the area. The flows from the existing treatment facilities were also analyzed.

A computerized hydraulic analysis of the entire system, from the interceptors to the treatment plant, was made. This analysis included the lift stations which were to be connected to the force main between the new pumping station and the treatment plant. Based on information from the hydraulic analysis, GRW designed **12-inch to 30-inch gravity lines and a 24-inch force main.** The initial capacity of the pumping station is 5.0 MGD, expandable to 7.5 MGD.

## South Elkhorn Trunk Sewers & Force Mains

The south section of the City of Lexington is the fastest growing area in Fayette County. New homes and subdivisions put increasing pressure on the private wastewater treatment plants that serve these subdivisions.

This project replaces three privately owned and operated wastewater treatment plants -- South Elkhorn Service Company Wastewater Plant, Monticello Estates Wastewater Plant, R.J. Reynolds Wastewater Treatment Plant, as well as three private pumping stations. The project included the construction of **approximately 40,000 LF of 42", 36", 30", 24", 18" and 15" gravity sewers and 21,000 LF of 24" force mains, transferring flow to the West Hickman Wastewater Treatment Plant drainage area.**

## Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

This project consisted of a preliminary study and final design for the provision of sanitary sewer service to the remaining 800 existing unsewered properties within the Urban Service Area of Fayette County. Since 1974, the LFUCG has implemented a program to develop additional sanitary sewer service for the Urban Service Area and near 12,000 properties have been removed from septic tank service through the construction of new facilities. The remaining properties were identified and separated into three phases of design and construction. Phase I design has been completed and consists of **31,500 LF of 8-inch diameter gravity sewer, and 5,000 LF of force main** to connect several portions within the LFUCG Service Area to the existing sanitary sewer system. In addition, six new pump stations were designed and an existing pump station will be decommissioned.

The collector sewer portion of the sanitary sewers will be paid for by the property owners through an Assessment Bond and financed over 20 years. Extensive financial analysis was performed to determine the "fairshare" for the property owners. Construction is pending dependent upon availability of financing by the property owners and the LFUCG.

**Client Contact for the Above:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

# Non-LFUCG Wastewater Conveyance Projects (last five years)

## Hebron Area Sanitary Sewer Improvements

### Sanitation District No. 1 | Ft. Wright, KY

Sanitation District No. 1 (SD1) selected GRW to provide services to evaluate, design, and oversee the construction of improvements to expand wastewater system capacity in the District's Hebron service area, in northern Boone County, near Covington, KY.

The rapidly growing area is served by a series of pump stations (Sand Run PS, Wyndemere PS, Thornwilde PS, IDI PS), which convey flows to the Dry Creek Wastewater Treatment Plant. Several of the pump stations were nearing capacity; GRW designed improvements for all four ranging from new facilities to renovations.

The project also includes major improvements to the existing force main and gravity sewer lines. Force main improvements include **extending an existing force main approximately 2,540 LF and constructing approximately 8,550 LF of new 16" diameter force main.** The improvements to the existing gravity sewer lines include **dig and replacing approximately 3,300 LF of 15" diameter sewer to 30" diameter sewer and approximately 1,600 LF of 8" diameter sewer with 12" diameter sewer.** This work will also include the replacement of approximately 12 manholes with larger 5-foot diameter manholes. GRW's engineering work will ensure the pump stations, along with associated force mains and gravity sewer lines receive improvements that maximize capacity and operational efficiency to better serve the area now and in the future.

**Design Completion:** 04/01/2017

**Client Contact:** Daniel Doss, PE, Project Engineer, Sanitation District No. 1, (859) 578-6755, ddoss@sd1.org

## Master Street Interceptor Relief Sewer

### Corbin City Utilities Commission | Corbin, KY

The City Utilities Commission (CUC) of Corbin, KY selected GRW to provide planning, design, bidding, and construction phase services for improvements to an existing gravity sewer system along Master Street (State Highway 312) in Knox County. The initial plan consisted of installing a new parallel sewer beside the existing 10" clay sewer that is located in the center turning lane of Master Street. The parallel sewer would eliminate the reoccurring sanitary sewer overflows (SSOs) that CUC had been experiencing. Upon initiating the field work it was determined that there would not be enough room, due to existing utilities, to install a parallel sewer. GRW worked with CUC on other route selections but CUC ultimately elected to **dig and replace the approximately 3,000 LF of 10" diameter clay sewer with a new 24" diameter PVC sewer line**. This new sewer line would be installed in the same location as the 10" sewer, in the middle of Master Street, but at a greater depth to eliminate a few shallow manholes. Additionally there will be 11 manholes replaced.

**Design Completion**: 09/01/2019

**Client Contact:** Ron Herd, PE, General Manager, Corbin City Utilities Commission, (606) 528-4026 Ext.100, ron.herd@corbinutilities.com

## Methodist Home Pump Station Basin Wastewater Capacity Improvements

### City of Versailles | Versailles, KY

To prepare for expected commercial and industrial development on the east side of Versailles, the City requested GRW evaluate the capacity of the Methodist Home Pump Station (MHPS) and the Big Sink Road drainage basins. Based on findings from the study, GRW was selected to provide design, construction administration and resident project representation services for wastewater system improvements needed to meet future demands and manage existing peak wet weather flows. Included:

- **Approximately 2,860 LF of new 18-inch gravity sewer along Lexington Road.**
- **Approximately 4,200 LF of 12-inch force main from the new MHPS to the new gravity sewer.**
- **Approximately 2,200 LF of new 24-inch gravity sewer parallel to the existing gravity sewer in order to increase the gravity sewer capacity in the Big Springs Park area.**
- Replace the existing MHPS with a new pump station with an ultimate capacity of 1,900 gpm. The new station will have a duel pump bay wet well allowing for pumping from the primary low flow wetwell with an overflow to a high flow wetwell side.

**Construction Completion:** 08/23/2018

**Client Contact:** Bart Miller, Public Works Director, City of Versailles, (859) 873-2245, bmiller@versaillesky.com

## Veterans Memorial Force Main

### Bowling Green Municipal Utilities | Bowling Green, KY

Bowling Green Municipal Utilities selected GRW to provide planning, design, bidding, construction administration, and resident project representative services for approximately **30,000 LF of new 24-inch PVC force main, including eight road crossings and one railway crossing** installed within bored steel encasement pipe, and seven stream crossings. The new force main will provide conveyance for over 6,000 gallons per minute of wastewater from four existing pump stations, and will include stub outs for future connections. The project also includes design and placement of odor control facilities at appropriate locations along the force main.

**Substantial Completion:** 2020

**Client Contact:** Scott Neighbors, Wastewater Engineering Project Manager, Bowling Green Municipal Utilities, (270) 782-1200, scott.neighbors@bgmu.com

## Harrodsburg Corning Glass Force Main

### City of Harrodsburg | Harrodsburg, KY

GRW provided design, construction administration, and resident project representative services for approximately **8,500 LF of 8-inch PVC force main** to convey process wastewater flows from the Corning glass manufacturing plant to the Western Trunk Interceptor Sewer to mitigate sanitary sewer overflows in the downtown area of Harrodsburg. Existing pumps within the Corning facility are used to pump the wastewater flows.

**Construction Completion:** 05/01/2017

**Client Contact:** Art Freeman, Mayor, City of Harrodsburg, (859) 734-7705 x106, afreeman@harrodsburgcity.org

# SECTION 3.0 | Knowledge of LFUCG

# 3.0 Knowledge of LFUCG

## Introduction & Familiarity with LFUCG's Division of Water Quality

***Summarize the firm's institutional knowledge of and experience in working with LFUCG's DWQ.***

GRW and Bell Engineering have worked with the City of Lexington and Fayette County since the inception of their companies, 1964 and 1914, respectively. GRW and Bell are both Lexington-based companies with nearly 170 combined employees located in Lexington. Our firms were founded as water and wastewater engineering firms to serve municipal clients such as the LFUCG. Several of our subconsultants, Vision Engineering, Abbie Jones Consulting, and Third Rock Consultants also Lexington-based and have worked with LFUCG on numerous projects. **Exhibit A** on the last page of this section shows a portion of the many medium-, small-, and large-scale LFUCG wastewater conveyance projects GRW and Bell, as well as Vision Engineering, have completed, collectively.



Our **Watershed Team Manager, Joe Henry**, has been working with the LFUCG on wastewater conveyance projects since he began his career with GRW in 1980. His first experience with the LFUCG was the original South Elkhorn Trunk Sewer and Force Main project in the early 1980's. The entire GRW/Bell Team have also worked on numerous LFUCG wastewater conveyance projects and many recent RMP projects, such as the Wolf Run Trunk Sewers, West Hickman Trunk Sewers, and many other non-conveyance RMP projects.

The GRW/Bell Team's – along with Vision Engineering's – recent work history is summarized in **Table A** starting below and continuing on the following page. This table lists projects, key employees that worked on them, and what role the responsible firm had on each.

### Table A | LFUCG Wastewater Conveyance Project Experience

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **1.** Lower Town Branch Trunk Sewer (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **2.** Bracktown Sanitary Sewers (GRW) | J. Henry | P, D, CA |
| **3.** Lower Town Branch Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **4.** Adcolor Dr. Sanitary Sewer (GRW) | J. Henry, B. Goodwin | P, D |
| **5.** North Elkhorn Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **6.** Expansion Area 2A Trunk Sewer & Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **7.** Wilderness Road Gravity Sewer (GRW) | J. Henry | P, D, CA |
| **8.** Cadentown Sanitary Sewer (GRW) | J. Henry | P, D, CA |
| **9.** South Elkhorn Trunk Sewer & Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **10.** Wolf Run D & E Trunk Sewer (GRW) | M. Jacobs, C. Campbell, T. Tong | P, D, CA, RPR |
| **11.** East Hickman Trunk Sewer (GRW) | A Bryan, B. Goodwin, T. Tong | P, D, CA, RPR |
| **12.** Wolf Run Trunk Sewer A (Bell) | D. Schrader, J. Roberts; M. Lile | P, D, CA |

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **13.** Avenue of Champions Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **14.** Floyd Dr. Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **15.** Lakeshore Island Sanitary Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **16.** Brunswick Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **17.** Blue Sky Parkway Force Main (Bell) | D. Schrader, S. Caudill, M. Lile | P, D, CA |
| **18.** 4235 Harrodsburg Road Line B (Vision) | M. Carter, R. Newton, T. Lambdin | P, D, CA, RPR |
| **19.** 4235 Harrodsburg Road Line A (Vision) | J. Hallany, R. Newtown | P, D, CA, RPR |
| **20.** Century Hill (Vision) | O. Baker, T. Lambdin | RPR |
| **21.** Costco Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker | P, D, CA, RPR |
| **22.** East Lake RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **23.** Expansion Area 3-Gravity Sewer RPM (Vision) | J. Hallany, R. Newtown | P, D, |
| **24.** Fed EX Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker, T. Lambdin | P, D, CA, RPR |
| **25.** Fountain Sewer Extension (Vision) | J. Hallany, R. Newtown | P, D |
| **26.** Idle Hour (Vision) | O. Baker, T. Lambdin | RPR |
| **27.** Lansdowne Preliminary Design RPM (Vision) | J. Hallany, R. Newton | P |
| **28.** Lower Griffin Gate (Vision) | T. Lambdin, O. Baker | RPR |
| **29.** Overbrook Farm Line b (Vision) | J. Hallany, M. Carter | P |
| **30.** Overbrook Farm (Vision) | J. Hallany, M. Carter | P |
| **31.** Polo Club at Hamburg Place (Vision) | M. Carter, R. Newton, Clay Tackett | P, D, CA, RPR |
| **32.** Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision) | T. Lambdin, O. Baker | RPR |
| **33.** Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision) | T. Lambdin, O. Baker | RPR |
| **34.** West Hickman B & C-RPM (Vision) | J. Hallany, M. Carter, R. Newtown, O. Baker, T. Lambdin | P, D, CA, RPR |
| **35.** West Hickman Trunk D-RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **36.** Woodhill Trunk Sewer (Vision) | O. Baker, T. Lambdin | RPR |

[1] **Key:**
P=Preliminary Study
D=Design
CA=Construction Administration
RPR=Resident Project Representation

# GRW/Bell Team Approach

The GRW/Bell Team understands the high expectations of the LFUCG DWQ and their RMP management consultant. We have assembled a large experienced team of goal-oriented Project Managers and staff to complete these projects in a timely manner. Many of our staff have also worked closely with you in the past and will provide the high-quality contract documents you expect: clear to understand, compliant with regulations and your standards, and realistically constructible for optimum bid prices.

The GRW/Bell Team understands **first**, we must comply with the LFUCG DWQ RMP Implementation Schedule for success. We will coordinate with the LFUCG DWQ early on and identify which watershed projects will require the greatest challenge in right-of-way/easement acquisition. We understand the critical path for successful completion of any conveyance project is the acquisition of all required property and easements in a timely fashion. We will then develop realistic and detailed schedules for your tracking of our progress on these projects.

To achieve success on each project, the GRW/Bell Team will focus on the following:

1. Alignment - Maximize use of available public right-of-way and minimize easements.
2. Identify easements and property acquisitions early on for early preparation and document delivery to LFUCG DWQ.
3. Minimize tree disturbance.
4. Identify and resolve permitting concerns, such as hazardous materials, cultural resource, archeological, endangered species, and aquatic habitat challenges.
5. Provide optional alignments and ultimately, recommend a final route for each project.
6. Technical Memorandum No. 1 is first submitted for approval and then Technical Memorandum No. 2 is submitted for approval.

Coordination and uniform methodology in these steps is critical for timely completion of these design projects. We will establish a schedule at the initiation of an individual project and adhere to the schedule until construction is complete. Once Technical Memorandum No. 2 is approved by the LFUCG DWQ, the GRW/Bell Team will move forward to complete the design. The GRW/Bell Team will work together to provide a uniform product. Our Watershed Manager, Joe Henry, will be responsible for all aspects of coordination, compliance with LFUCG standards, responsiveness, and completion of the work within schedule.

The GRW/Bell Team also understands the importance of maintaining and documenting communication with property owners. We will work with the LFUCG DWQ closely to follow the protocol they have set in place and we will maintain a communication log with property owners to provide record of any contacts, discussions, or requests.



LEXINGTON
*Live Green*

The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget.

# Familiarity with LFUCG's Watersheds

***Summarize the firm's local knowledge of and/or experience with the Fayette County watersheds.***

## Team 2 - East Hickman & Boone Creek Watersheds

GRW has assembled a large and experienced team of water professionals for this assignment. We have numerous project managers and project engineers identified to enable concurrent completion of the five (5) anticipated projects. East Hickman, located in the southern region of Fayette County, is developed, however, considerable green space and expansion area do exist in this watershed. The Boone Creek Watershed is largely undeveloped, but, it is locally developed along the Richmond Road corridor and I-75 area adjacent to Athens, KY. The Blue Sky Parkway development is within the Boone Creek Watershed. Great potential exists for development in both watersheds; however, a significant portion of the East Hickman Watershed is outside of the LFUCG Urban Service Area. A majority of the Boone Creek Watershed is outside of the LFUCG Urban Service Area. Major arterial roadways in the watershed are Richmond Road, I-75, and Man o' War Boulevard. Trenchless technology consideration will be taken full advantage of in the highly developed watershed area.

Communication with local residents and affected property owners will also be key to the successful completion of these projects. GRW will assign a project engineer as a liaison for property owners to directly contact during the duration of each project, both during the design and construction phase. They will coordinate such issues as gaining entry to property during the design phase, assisting the LFUCG during the easement acquisition process, coordination of road closures and traffic concerns, notifications of construction entry, coordination and communication issues with a contractor, and clean-up issues. The liaison will also follow up with property owners prior to completion of the project to ensure their property has been responsibly restored to original condition.

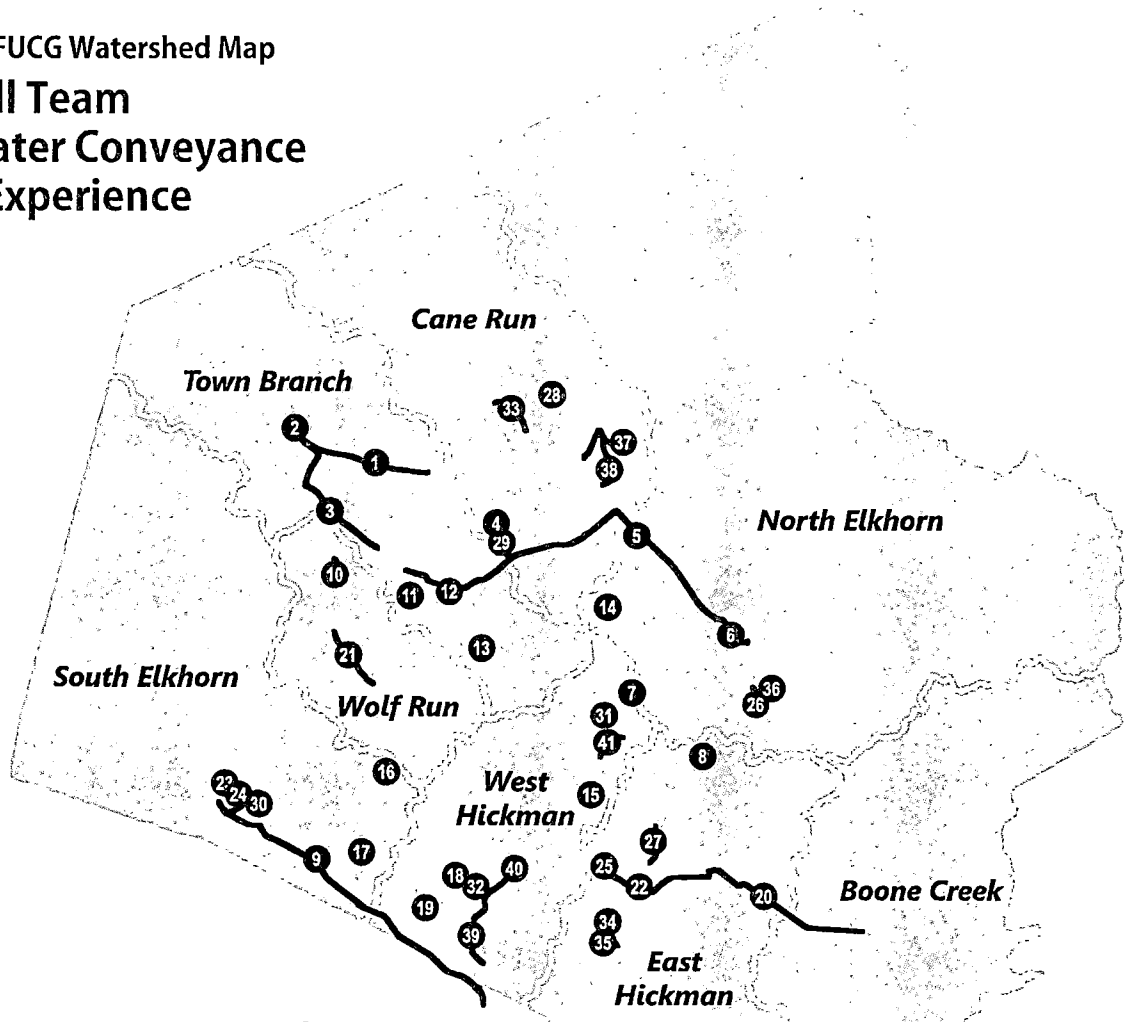
**Exhibit A** on the following page visually summarizes the experience the GRW/Bell Team, including Vision Engineering, have within each of the watersheds. As you can see, many of the projects crossover with large diameter force mains that pump across watershed boundaries.

Our team is 100% local, we know your staff, we know your procedures, we have the expertise on large-scale projects for you, and we have provided the depth of team you desire –All of these combined benefits makes us the best choice for the Team 2 - East Hickman and Boone Creek Watershed Design projects.



## Exhibit A | LFUCG Watershed Map

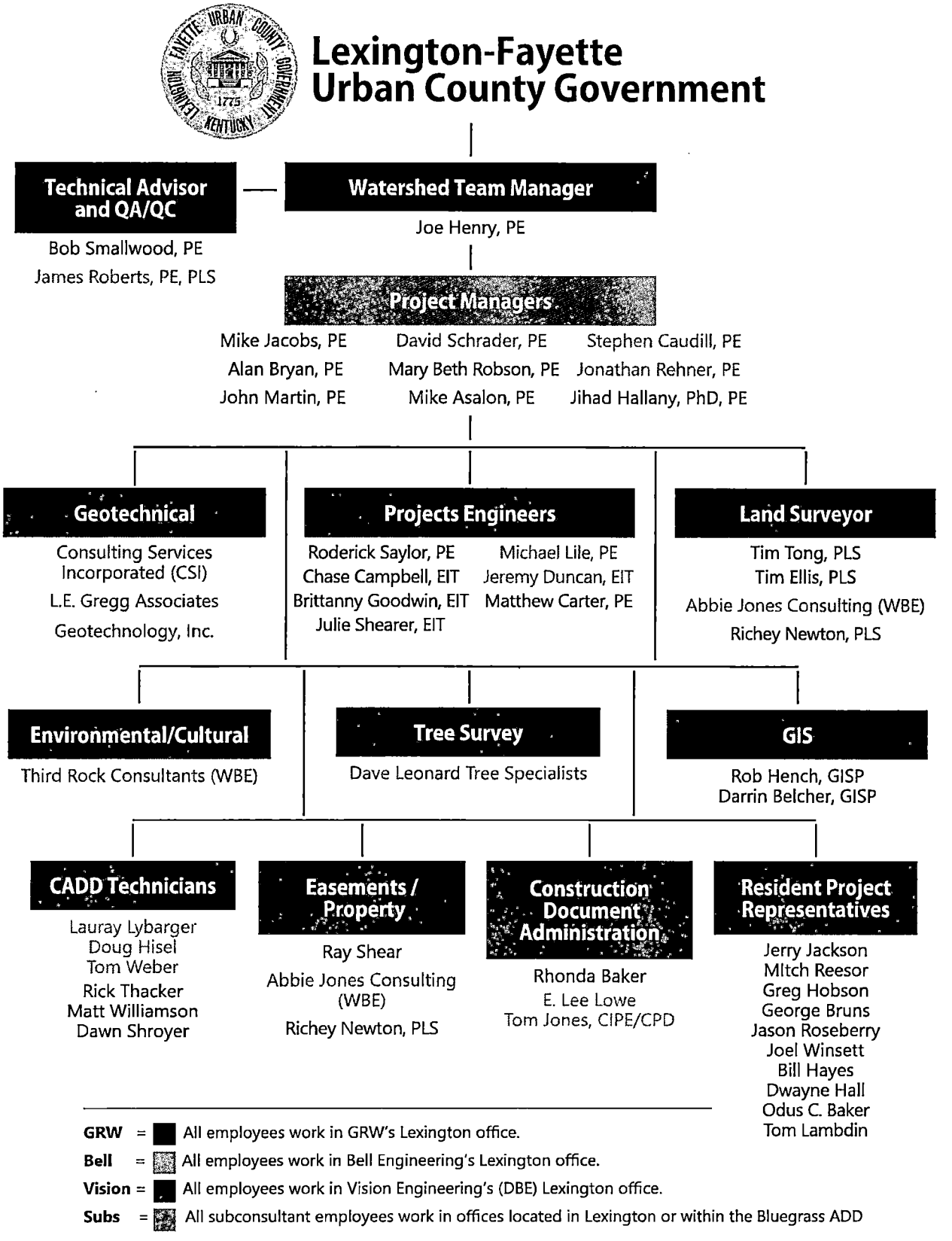
# GRW/Bell Team Wastewater Conveyance Project Experience




1. Lower Town Branch Trunk Sewer (GRW)
2. Bracktown Sanitary Sewers (GRW)
3. Lower Town Branch Force Main (GRW)
4. Adcolor Dr. Sanitary Sewer (GRW)
5. North Elkhorn Force Main (GRW)
6. Expansion Area 2A Trunk Sewer & Force Main (GRW)
7. Wilderness Road Gravity Sewer (GRW)
8. Cadentown Sanitary Sewer (GRW)
9. South Elkhorn Trunk Sewer & Force Main (GRW)
10. Wolf Run Trunk Sewer A (Bell)
11. Vaughn Tobacco Gravity Sewer (Bell)
12. Manchester St. Relief Sewer (Bell)
13. Avenue of Champions Sewer (Bell)
14. Floyd Dr. Sanitary Sewer (Bell)
15. Lakeshore Island Sanitary Sewer(Bell)
16. Open Gates Estates Sanitary Sewer (Bell)
17. Brunswick Sanitary Sewer (Bell)
18. Wilson Downing Trunk Sewer (Bell)
19. Pickway Subdivision Sanitary Sewer (Bell)
20. Bluesky Parkway Force Main (Bell)
21. Wolf Run D & E Trunk Sewer (GRW)
22. East Hickman Trunk Sewer (GRW)
23. 4235 Harrodsburg Road Line B (Vision)
24. 4235 Harrodsburg Road Line A (Vision)
25. Century Hill (Vision)
26. Costco Sewer Extension (Vision)
27. East Lake RPR (Vision)
28. Expansion Area 3-Gravity Sewer RPM (Vision)
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30. Fountain Sewer Extension (Vision)
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32. Lansdowne Preliminary Design RPM (Vision)
33. Lower Griffin Gate (Vision)
34. Overbrook Farm Line b (Vision)
35. Overbrook Farm (Vision)
36. Polo Club at Hamburg Place (Vision)
37. Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision)
38. Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision)
39. West Hickman B & C-RPM (Vision)
40. West Hickman Trunk D-RPR (Vision)
41. Woodhill Trunk Sewer (Vision)

# SECTION 4.0 | Local Resources/Capacity of the Firm & Resumes

# 4.0 Local Resources/Capacity of the Firm



## Relevant Local Project Team Members

As shown in our Organizational Chart on the previous page, the GRW/Bell team has drawn upon the talents of in-house design engineers – and those from several carefully selected subconsultants – to provide you with a team capable of addressing your project's needs. **The names on the chart serve as a list of the local project team members available for wastewater conveyance projects.**

## Office Locations: Lexington

Our overall Project Manager, Joe Henry, works in GRW's Lexington office. Also as noted on our organizational chart, all team members from GRW, Bell, and all subconsultants (Vision, Abbie Jones Consulting, Third Rock Consultants, David Leonard Tree Specialists, CSI, L.E. Gregg, and Geotechnology) are located in Lexington, KY-based offices.

## Commitment/Availability

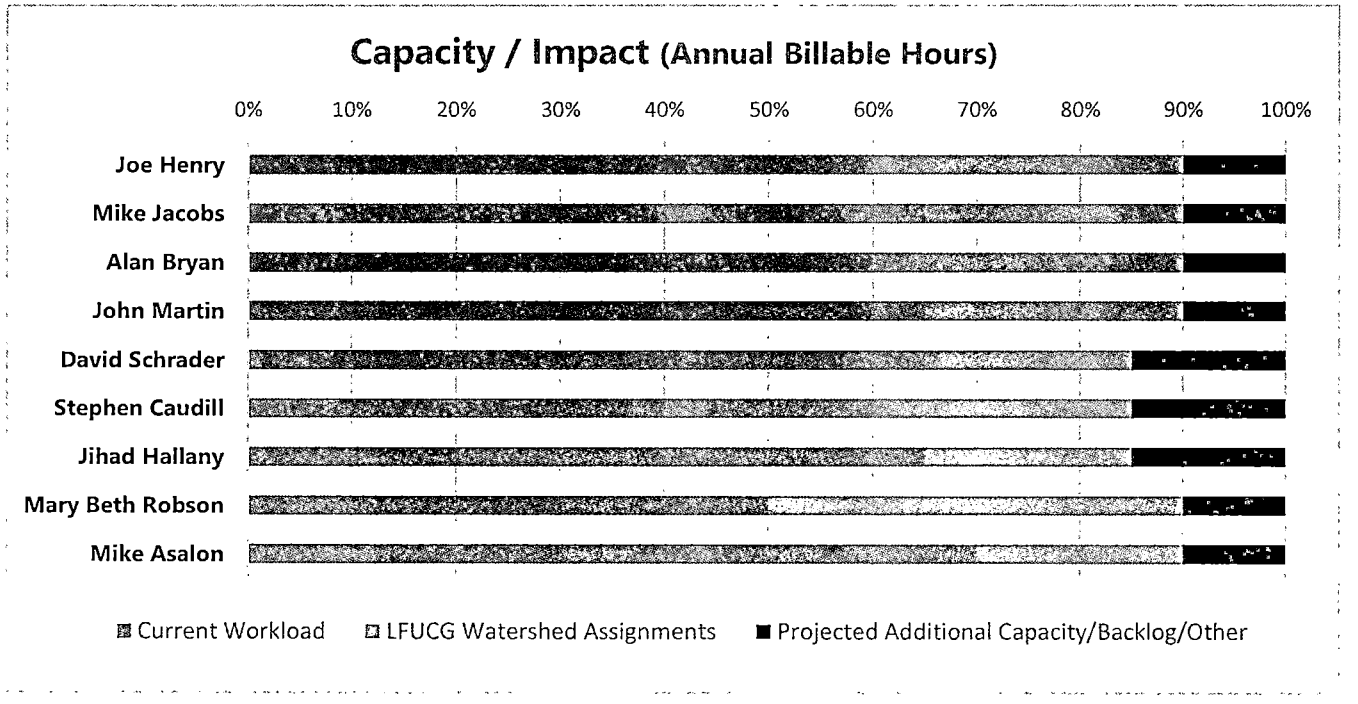
GRW – in association with Bell Engineering and our subconsultants – welcome the opportunity to work with LFUCG on your upcoming watershed projects. This team brings the capacity, commitment, and resources you need to:

- **Perform all the work to your expectations**
- **Complete your projects within the time limitations**

Each member of our assigned team is available to begin working with you immediately. We are prepared to commit the time and resources required for successful completion of your project in a timely manner. We would very much enjoy adding this assignment to our workload.

**The combined forces of GRW and Bell alone give us local resources of nearly 170 people,** representing a wide range of disciplines. Adding our subconsultants, the number of local employees nears 190.

The chart below further illustrates our team's resources and capacity to perform efficiently and effectively. Shown are the Project Managers responsible to LFUCG for getting your work done. They will ensure the critical path for each project is successfully completed. All additional assigned staff will complete their tasks according to schedule.



# Joe Henry, PE | GRW Watershed Team Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 34
Total: 39

**EDUCATION**
B.S., Civil Engineering, 1979, University of Kentucky

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

**REGISTRATION**
Professional Engineer:
KY (#13555), OH, TN, IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
American Water Works Association

Water Environment Federation

Kentucky Rural Water Association

RELEVANT PROJECT EXPERIENCE

**LFUCG North Elkhorn Watershed Force Main and Pumping Station (19 MGD), Lexington, KY** – Project Manager. Included 40,000 LF of new 30" and 36" force main.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Manager. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included two bores under I-75.

**LFUCG Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station, Lexington, KY** – Sr. Engineer. Included 12" to 30" gravity lines and 24" force main.

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Principal. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas, Lexington, KY** – Project Manager. Project included 31,500 LF of 8" gravity sewer; 5,000 LF of force main; and six new pump stations.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Principal. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Principal. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Manager.

**LFUCG South Elkhorn Pump Station Upsizing Improvements, Lexington, KY** – Project Manager.

**LFUCG West Hickman Wastewater Treatment Plant Administration Building Improvements and Expansion, Lexington, KY** – Principal.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Principal.

**LFUCG Sanitary Sewer Capability Study for Rural Service Area, Lexington, KY** – Project Manager.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Manager.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Principal.

**LFUCG Tucson Drive Area Flood Mitigation, Lexington, KY** – Principal.

**LFUCG Elam Park Area Flood Mitigation, Lexington, KY** – Principal.

# Mike Jacobs, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 18
Total: 25

**EDUCATION**
B.S., Civil Engineering, 1994, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#22043), OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

Water Environment Federation (WEA)

American Water Works Association (AWWA)

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Manager. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Engineer. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Harrodsburg South Interceptor Sewer, Harrodsburg, KY** – Project Engineer. 410 LF of 24" gravity sewer; 3,130 LF of 21" gravity sewer; 1,400 LF of 15" gravity sewer; 400 LF of 8-inch gravity sewer; and 15 manholes. Work included two highway bore and pavement surface restoration.

**Versailles Interceptor Sewer and Lift Stations, Versailles, KY** – Project Engineer. Provided approximately 30,000 LF of 8" to 30" gravity sewer; 9,939 LF of 14" and 10" PVC force main; 3,850 LF of 14-inch restrained PVC force main; and four new submersible wastewater lift stations.

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Manager. Approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area, as well as new 1,900 gpm pump station.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Manager.

**Versailles Methodist Home Lift Station Capacity Study, Versailles, KY** – Project Manager.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 3, Versailles, KY** – Project Manager. Approximately 32,000 LF of cured-in-place pipe and rehabilitation of 110 manholes.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 2, Versailles, KY** – Project Manager. Cleaning and video inspection of approximately 2,000 LF of 6" to 12" gravity sewer; 17,000 LF of 8" cured-in-place pipe and 69 manholes; and miscellaneous repairs/replacements to an additional 10,000 LF of line.

# Alan Bryan, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 22
Total: 27

**EDUCATION**
A.S., Mathematics and Physics, 1993, Lexington Community College

B.S., Civil Engineering, 1995, University of Kentucky

**REGISTRATION**
Professional Engineer:
KY (#20964), IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
NASSCO Pipeline Assessment & Certification Program

American Water Works Association

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Manager. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Manager. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**Paducah McCracken County Joint Sewer Agency Homewood Wet Weather Flow Equalization Facility, Paducah, KY** – Project Manager. New 0.5 MG wet weather flow equalization facility, 350 gpm pump station, and related gravity sewer (approximately 600 LF, 8"-15") to alleviate I/I flows.

**Paducah McCracken County Joint Sewer Agency Woodlawn Sanitary Sewer System, Paducah, KY** – Project Manager. Improvements to eliminate wet weather infiltration/inflow issues in low lying area with high groundwater. Work included expansion of each pump station to 1,200 gpm (limit of capacity of existing 10" force main), as well as larger wet wells, standby power, flow metering and SCADA instrumentation.

**East Kentucky Power Cooperative Wastewater Collection and Treatment System Improvements, Winchester, KY** – Project Manager. Study included evaluation of inflow and infiltration within collection system, and capacity of current and former treatment systems to determine systems could treat projected wastewater flows, as well as the inflow and infiltration. Selected alternative to upgrade existing below grade anaerobic/aerobic biological treatment system, including additional equalization storage and installation of gravity fed on-site leaching lateral chambers.

**Paducah McCracken County Joint Sewer Agency Woodlawn Wastewater Treatment Plant Improvements, Paducah, KY** – Project Manager.

**Frankfort Wet Weather Flow Storage (10 MG) and Pumping (20 MGD) Facilities, Frankfort, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Wastewater Treatment Plant Improvements (9 MGD), Paducah, KY** – Project Manager.

**Paducah McCracken County Joint Sewer Agency 22 MGD Terrell Street CSO Pump Station/Wastewater Treatment Plant Headworks Improvements, Paducah, KY** – Project Manager.

# John Martin, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 20
Total: 33

**EDUCATION**
B.S., Civil Engineering, 1986, Tennessee Technological University

**REGISTRATION**
Professional Engineer: KY (#18389), TN, OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Manager.

**Frankfort Pumping Station (4.75 MGD), Force Main and Interceptor Sewer Improvements, Frankfort, KY** – Project Engineer. Included 7,000 LF of 30" gravity interceptor sewer, 14,300 LF of 18" and 20" force main (including two directional drilled crossings) routed through a heavily developed area to tie in with a new gravity sewer, and a 4.75 MGD triplex pumping station.

**LORCO Phase I Collector Sewer Project, Lorain County, OH** – Project Engineer. Approximately 50 miles of 8" and 10" collector sewers; 12" to 3" interceptor sewers; 3" to 16" force mains; 15 pumping stations ranging from 100 gpm to 2,300 gpm in capacity.

**Frankfort Prevention Park Pump Station Consolidation (P3C) Preliminary Engineering Report, Frankfort, KY** – Project Manager. Preliminary engineering report to determine most cost effective option to consolidate up to 9 pump stations in Prevention Park vicinity. Study will evaluate capacity of existing pump stations, location of new P3C, impacted downstream flow capacities, and possible new P3C force main at Kings Daughter Drive and US Highway 127.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Manager. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

**Frankfort West Frankfort Pump Station (7.2 MGD), Frankfort, KY** – Project Manager.

**Georgetown Municipal Water & Sewer Wastewater Treatment Plant No. 1 Upgrade and Expansion, Georgetown, KY** – Project Engineer.

**Kentucky Parks Wastewater Treatment Plant Renovations, Multiple Locations, KY** – Project Manager.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Manager.

**Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY** – Project Manager.

**Lawrenceburg Wet Weather Flow Storage (2 MG) and Pumping (2.5 MGD) Facilities, Lawrenceburg, KY** – Project Manager. A

**Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY** – QA/QC.

**Louisville MSD Derek R. Guthrie Water Quality Treatment Center Expansion (30 MGD), Louisville, KY** – Project Manager.

# Mary Beth Robson, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 31

**EDUCATION**
B.S., Chemical Engineering, 1988, University of Cincinnati

M.S., Environmental Engineering, 1990, University of Notre Dame

**REGISTRATION**
Professional Engineer: KY (#17628)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Stormwater Association

American Council of Engineering Consultants

National Society of Professional Engineers

Kentucky Society of Professional Engineers (past Bluegrass Chapter President)

LEED Green Associate Preparation, June 2010

Karst Stormwater Management, March 2010

Green Stormwater Management, May 2009

Water Surface Profile Computations using HEC-RAS, 2014

401/404 Permitting, 2014

Traffic Management Plan Training (KYTC) 2017

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Idle Hour North Stormwater Improvements, Lexington, KY** – Project Manager. Approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Engineer. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements to complete critical section of boulevard roadway system.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Project Engineer.

**LFUCG Rogers Road Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Fort Sumter Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Liberty/Todds Road (KY 1927) Section 2, Lexington, KY** – Project Engineer.

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Manager.

**LFUCG Intersection Improvements at Lane Allen Road, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Old Todds Road, Lexington, KY** – Project Manager.

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Manager.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Manager

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer.

**Hodgenville Storm and Sanitary Sewer Improvements - Phase 2, Hodgenville, KY** – Project Engineer. Approximately 720 LF of various sizes of storm sewer pipe, headwalls, as well as approximately 1,280 LF of 6" and 8" gravity sanitary sewer cleaned, video inspected, and rehabilitated via CIPP.

# Mike Asalon, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 4
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2003, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#30322)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design solution for flooding prone area studied and modified in past with no resolution of flooding. Selected design alternative involved new inlets and storm sewer to bypass existing roadside ditch.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Engineer. Survey and design for 1,200 LF, 12-foot wide, shared-use trail and replacement of a pedestrian bridge with low water crossing to connect the Beaumont YMCA to Harrods Hill Park. Funding through TAP.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Manager. Developed and designed solution to alleviate drainage problems in historic neighborhood. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole. Technical memorandum along with drawings showing existing conditions, proposed site layout, and construction cost estimate were deliverables.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design of solution to alleviate drainage problems. Design of selected alternative involved installation of curb inlet at entrance to Unity Worship Center, surface inlet to capture stormwater from Haggard Court, and storm piping to connect to existing system.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Engineer. Design of approximately 410 feet of sidewalk and header curb to connect the sidewalk network between Cambridge Drive and Versailles Road. Includes surveys, preliminary and final design, preparation of easement and right of way drawings, as well as associated funding and regulatory paperwork. Funding through TAP.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Engineer. Design of approximately 1,400 LF of sidewalk along both sides of Rosemont Garden from Southland Drive to the existing sidewalk between Southport and Cherrybark. Scope includes items such as comprehensive stormwater study and analysis with design of header curb and storm catch basins as needed, intersection study to improve pedestrian access and safety, and retaining walls to minimize front yard disturbance, as well as coordination with another nearby sidewalk project.

**The Jockey Club Parking Lot Expansion, Lexington, KY** – Project Manager. Alternatives and concept design to add approximately 30 new parking spaces. Design required complete revamp of existing parking lot with new landscaping and handicap parking spaces, as well as relocation of one of The Jockey Club's entrances from Corporate Drive.

# Roderick Saylor, PE | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#28004), FL

RELEVANT PROJECT EXPERIENCE

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Engineer. Preliminary and final design, survey, contract documents, and cost estimates for improvements at three intersections: Pink Pigeon Parkway, Richmond Road, and Alumni Drive.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard from Deer Haven Lane to Todds Road. Project included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements.

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer. Involved 12,050 LF of 84" reinforced concrete pipe, including 7 cast-in-place junction manhole structures and a 120" diameter liner plate tunnel under a state highway; 670 LF of 8-inch sewer, 270 LF of 15-inch sewer, 400 LF of 16-inch sewer installed by pipe bursting an existing 12-inch pipe located under a detention basin, and 3340 LF of 21-inch sewer including directional drilling under an existing driveway.

**Asbury Theological Seminary Student Housing Complex, Wilmore, KY** – Project Engineer. Site design services for Asbury Theological Seminary's new multi-phase North Campus Housing Project located on a 31-acre site. Phase 1A storm sewers included 3,207 LF of pipe ranging in size from 15" to 30" in diameter. Phase 1B included 4,805 LF of pipe ranging in size from 8" to 48" in diameter, and Phase 2 consists of 2,915 LF of pipe ranging in size from 12" to 24" in diameter.

**Yazoo City U.S. Penitentiary and Satellite Camp, Yazoo City, MS** – Project Engineer. Design services for design-build delivery of certified LEED Gold, $182 million medium-security main complex (USP) and minimum-security prison camp (FPC). Storm sewer system included 14,781 LF of pipe ranging in size from 8" to 48" in diameter.

**Aliceville Federal Correctional Institution and Satellite Camp, Aliceville, AL** – Project Engineer. Design-build delivery of $196 million, LEED Silver women's medium-security Federal Correctional Institution (70-acre site) and minimum-security Federal Prison Camp (20-acre site). Storm sewer system included 20,521 LF of pipe ranging in size from 12" to 60" in diameter, 11 curb inlets, 115 drop inlets, 6 manholes and 10 headwalls.

**Louisville MSD Western Flood Pump Station Replacement (1.2 BGD), Louisville, KY** – Project Engineer. Design services for $15.9 million fast-track design-build project which replaced existing vertical turbine pumps and trash removal system at 1.2 BGD Western Flood Pump Station. Principle items of work include replacement of four 162,000 gpm pumps, three 54,000 gpm pumps, motor control center, trash removal system, HVAC system, bridge crane and roof.

**Louisville Water Company Conestoga Water Storage Tank (1.5 MG), Shepherdsville, KY** – Project Engineer.

# Chase Campbell, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 1
Total: 2

**EDUCATION**
B.S., Civil Engineering, 2015, University of Kentucky

**REGISTRATION**
Engineer-in-Training: KY

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Engineer. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**Paducah JSA Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY** – Project Engineer. Wet weather facilities to reduce occurrence of known recurring SSO on Crooked Creek interceptor and reduce occurrence of unknown (modeled) overflows on Perkins Creek interceptor. Project includes above ground 3 MG storage tank; 5 MGD wet weather pump station and valve vault; flow diversion structures; flow control vault; approximately 400 LF of 24" gravity sewer; 1,100 LF of 18" gravity sewer, 100 LF of 16" force main; 700 LF of 2" water service, and corresponding site improvements.

**Liberty Wastewater Treatment Plant Upgrade (0.64 MGD), Liberty, KY** – Project Engineer. Project includes new wet weather overflow pumping station, force main, 1.5 MG wet weather storage basin, replacement of existing chlorine disinfection facilities with new ultraviolet disinfection equipment, replacement of plant's motor control centers, and new SCADA system.

**Morehead State University Water Treatment Plant Residuals Solids Handling System Evaluation, Morehead, KY** – Project Engineer. Review and value engineering alternatives of previous design to improve treatment, handling, and disposal of water treatment plant's residual solids. Three opportunities for improvements, while minimizing construction costs, were identified: reduction in volume of large solids holding basin; reduction in pumping units, and dewatering facility simplification.

# Brittany Goodwin, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 3
Total: 7

**EDUCATION**
M.S., Environmental Engineering, 2016, Old Dominion University

B.S., Chemistry, 2012, Old Dominion University

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Engineer. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Engineer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Project Engineer. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of approximately 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Engineer. InfoWorks ICM model included 12 of City's pump stations; approximately 32,000 LF of force main; and 44,000 LF of gravity sewer main (not including additional pump stations, force main, and gravity sewers required to model improvement alternatives).

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Engineer. Scope includes replacement of existing pump station with new pump station with an ultimate capacity of 1,900 gpm; approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area.

**Harrodsburg Corning Forcemain, Harrodsburg, KY** – Project Engineer. Approximately 8,100 LF of 8" PVC force main to convey process wastewater flows from Corning glass manufacturing plant to different portion of City's system in order to mitigate sanitary sewer overflows in downtown area. Existing pumps within Corning facility pump wastewater flows.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Engineer.

**Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY** – Project Engineer.

**Frankfort Plant Board WTP High Service Pump Station Surge Analysis and Valve Replacement, Frankfort, KY** – Project Engineer.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Engineer. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

# Julie Shearer, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 2
Total: 5

**EDUCATION**
B.S., Civil and Environmental Engineering, 2014, University of Pittsburgh

**REGISTRATION**
Engineer-in-Training

**PROFESSIONAL AFFILIATIONS AND TRAINING**
KYTC Superpave Plant Technologist & Superpave Mix Design Technologist

RELEVANT PROJECT EXPERIENCE

**East Kentucky Power Cooperative Spurlock Power Plant Coal Pile Runoff Pond Supplemental Storage, Maysville, KY** – Project Engineer. Evaluation of existing conditions (storage capacity, watershed area, drainage network, force main capacities, etc.) and design and construction phase services to accommodate 10-year, 24-hour storm without overflow and to pass 100-year, 24-hour storm through combined pumping, storage and emergency spillway overflow.

**Christ Church New Property Conditional Use Permit, Nicholasville, KY** – Project Engineer. Assistance with planning, site preparation, and obtaining conditional use permit for purpose of constructing church facilities on approximately 14 acres of land in Jessamine County, KY. GRW prepared a final plat, as well as conceptual development plan, for submittal to Jessamine County.

**McDonalds Site Evaluation and Design** – Project Engineer. Includes site investigation reports, development plans and construction documents for more than 40 restaurants in Kentucky, Indiana, and Ohio. Many sites include biofiltration or underground detention, including a 5,000 cubic foot underground detention basin for the Harrodsburg Road McDonald's in Lexington.

**NYRA Belmont Park and Aqueduct Racetrack Improvements, Elmont and Queens, NY** – Project Engineer. Improvement projects at Belmont Park include: rebuilding main dirt track and two turf tracks (wider turf track allows for more turf racing and better surfaces); new pump house and complete irrigation system including a new irrigation pond to accommodate wider turf track; widening of training track from approximately 60 feet to range of 70 to 90 feet along with new outside rail and new safety rail on inside; and new three-bay vehicle wash facility. Track work at Aqueduct includes: rehabilitation of main/outer dirt track (5,940 feet/9 furlongs) by replacing existing surface and dirt surface; rebuilding of middle dirt track (5,280 feet/8 furlongs) with new stone base and new turf surface; and improvements at inner turf track (4,663 feet/7 furlongs).

**Rough River Dam State Resort Park Marina Relocation, Falls Of Rough, KY** – Project Engineer. Relocation of Rough River Dam State Resort Park marina (199 slips, head dock building with restrooms, food service, electric service, water and sewer). Construction at new marina includes: site infrastructure, re-establishing ramp access for new shore line; new anchoring system; site lighting for parking lot and access road adjacent to marina, and repairs to the marina structure.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Engineer. Planning and design services for 118,466 SF, mixed-use project. Work included preliminary development plan; cost estimates; zoning amendment submittal; mass grading plan; construction documents for shared access roads, sidewalks, retaining walls needed to create marketable sites, and utilities; and permitting assistance.

# David F. Schrader, PE

## PRINCIPAL-IN-CHARGE/PROJECT MANAGER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 20981
Ohio No. 72615
West Virginia No. 18569
Indiana No. 11011548
North Carolina No. 044733
Pretreatment Coordinator

## PROFESSIONAL AFFILIATIONS

WEF
KMUA

Mr. David F. Schrader, PE is a Principal in the firm and the Assistant Director of Bell's Engineering Department. He offers 26 years of experience serving as a client manager, process designer, project manager, and construction administrator on a variety of projects. Mr. Schrader has managed multi-million dollar water and wastewater treatment, collection and distribution projects and is a licensed Professional Engineer in the State of Kentucky.

## SELECTED PROJECT EXPERIENCE

Project manager for Wolf Run Trunk A sewer rehabilitation project including cured-in-place-pipe (CIPP) lining of 1,545 LF of 30-inch sewer and 165 vertical feet of manhole rehabilitation with Sprayroq lining for 12 manholes – Division of Water Quality (DWQ); Lexington-Fayette Urban County Government (LFUCG), KY

Project manager/lead engineer for the replacement of the 80 gpm Griffin Gate Pump Station on Newtown Pike with a new 225 gpm sanitary sewer pump station to address overflow issues experienced during high rain events – DWQ; LFUCG, KY

Project manager/lead engineer for the refurbishment and replacement of South Elkhorn Sewage Pump station that included a wet well, 5 submersible sewage pumps with room for a sixth for a firm capacity of 15 mgd, design of a new chemical feed system and new diesel backup generator and motor controls – DWQ; LFUCG, KY

Project manager/lead engineer for the Blue Sky Pumping Station Project evaluating and designing force main and pump station needs to serve the Blue Sky Rural Activities Center while eliminating the existing Blue Sky WWTP, included 26,000 LF of 10-inch force main– DWQ; LFUCG, KY

Project manager for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project manager for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project manager for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Engineer for the Midtown Sanitary Sewer Extension Project which included the replacement of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe - City of Somerset; Somerset, KY

Project manager for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

# James K. Roberts, PE, PLS

## QUALITY ASSURANCE/PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky
Value Engineering Training Workshop
CAD Production Technology & Workshop

## LICENSURE

Professional Engineer:
Kentucky No. 15736
West Virginia No. 13391

Professional Land Surveyor:
Kentucky No. 3010
West Virginia No. 1619

NASSCO PACP Certified

Mr. Roberts is a Principal in the firm and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the analysis of sewer collection and pumping systems (SSES) and brings over 41 years of experience in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. Additionally, he is a registered land surveyor and oversees surveying services provided by the firm.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project manager for Gettysburg Road Storm Sewer Improvements including analysis and design of replacement of undersized and collapsed section of trunk sewer – LFUCG; Lexington, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the rehabilitation of 2,320 linear feet of gravity sewer line and five manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

Project engineer for Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project manager for the Hickman SSES project which included a system-wide GPS mapping of manholes and pump stations, physical inspection and capacity testing of pump stations, smoke testing of selected lines, and review of recent smoke testing and closed-circuit television inspection – Hickman, KY

Project manager for Clay City SSES & Sewer Rehab project including repair and replacement of sewer lines and manholes – Clay City, KY

# Stephen H. Caudill, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 19888
Ohio No. 15904

Mr. Stephen H. Caudill, PE 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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

Principal-In-Charge and project manager for the Harmon Court Sanitary Sewer Improvements Project including the installation of 1,165 LF of 4-, 6-, and 8-inch PVC sewer – Georgetown Municipal Sewer & Water; Georgetown, KY

Principal-In-Charge and project manager for the Fairfax Way/Whigg Court Sanitary Sewer Improvement Project including rehabilitation of 2,750 LF of 8-inch sanitary sewer by cleaning, installing a 2.60 mm cured in place PVC liner and reestablishing lateral connections – Georgetown Municipal Sewer & Water; Georgetown, KY

Assistant project manager for the Radcliff Sanitary Sewer Projects which included the rehabilitation of 1,750 LF of new 8-inch PVC force main, 300 LF of new 15-inch gravity sewer, 1,300 LF of new 8-inch gravity sewer and a new 400 gpm station – HCWD No. 1

Project engineer for sanitary sewer rehabilitation project replacing manholes severely deteriorated from exposure to hydrogen sulfide through the construction of manholes cast with the concrete additive xypex and dura plate 100 lining in order to protect from hydrogen sulfide gas – Somerset, KY

# Michael A. Lile, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 32123

NASSCO PACP, MACP & LACP Certified

KYPipe (Basic, Advanced & Surge)

Mr. Michael A. Lile, PE has 8 years of civil and environmental engineering as well as land surveying experience. His background includes experience in planning, design and project management in many water and wastewater applications. Some of these include water and wastewater treatment, water distribution and wastewater collection systems, reservoir modeling and bathymetric surveying, AWWA distribution system water auditing, solids handling, sanitary sewer rehabilitation, and wastewater flow monitoring.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Manager for 7 Phases of sanitary sewer collection system flow monitoring. Phases included systemwide monitoring, individual sewershed monitoring, rehab project verification monitoring, and project design development support monitoring. This project is used as a tool to identify, aid in design and, in some cases, verify construction projects for the Utility – Berea Municipal Utilities; Berea, KY

Project engineer for Powell Addition Sewer Project to eliminate health and sanitation issues by extending the existing collection system to the project area. The project will include approximately 10,500 LF 8-inch gravity sewer, 2,850 LF of 6-inch service line, two new pumping stations, 77 manholes, 150 LF of 6-inch force main and 150 LF of 4-inch force main – Paintsville Utilities Commission; Paintsville, KY

Project Manager for Faristown Industrial Drive Sanitary Sewer Extensions including the extension of 820 LF of 12-inch gravity sewer to a property in the Berea Industrial Park for future industrial use. The project required one road bore (~60 LF), the installation of four new manholes, and tie-in to an existing manhole.

# Jonathan S. Rehner, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

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

## LICENSURE

Professional Engineer:
Kentucky No. 34647

Mr. Rehner is a graduate of the University of Kentucky and Asbury University and has 5 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.

## SELECTED PROJECT EXPERIENCE

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 – Lexington-Fayette Urban County Government; Lexington, KY

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

Assistant project manager/project engineer 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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 Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project engineer for Campton Sewer Rehabilitation project including facilitation of the funding requirements, KYTC encroachment and DOW flood plain permits. The project allowed for point repairs on deteriorating sewers successfully reducing I/I by approximately 20% – Campton, KY

Project engineer for sewer main rehabilitation project including coordinating third party surveying crew along the different sewer rehabilitation corridors, design of gravity and force main sewage lines to increase the capacity of the system, obtaining all the necessary permitting such as KYDOW, KYTC encroachment permits, and floodplain permits – Hardin County Water District No. 1; Radcliff, KY

**Years of Experience:** 20

**Education**
Ph.D., Civil and Environmental Engineering, University of Louisville, Water Resources.
MS, 2009, Biosystems & Agriculture, University of Kentucky
BS, 1997, Civil Engineering, Water Resources and Structural, University of Kentucky

**Professional Qualifications**
Professional Engineer:
Kentucky # 22838
Indiana # 10403666
Ohio # 69566

## Jihad A. Hallany, Ph.D., P.E., Principal

**Principal-in-Charge/Project Manager**

PROFESSIONAL SUMMARY

Dr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. His specialization is in water resources, civil, and geographic information system (GIS) applications. Mr. Hallany has extensive experience in modeling, design, construction of public and private development, as well as regulatory compliance.

REPRESENTATIVE PROJECTS

- West Hickman Trunk B (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,900 linear feet of 48 inch RCP with 60 inch Hobas. Project begin at Veteran Pak and tie in point to West Hickman Trunk C at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 linear feet of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

- West Hickman Trunk C (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,600 linear feet of 42 inch RCP with 54 inch Hobas. Project begin at tie in point to West Hickman Trunk B and extend to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 linear feet of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget

- Expansion Area 3 Gravity Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Expansion Area 3 gravity sanitary sewer. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 linear feet of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pipe.

- Lansdowne Sanitary Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Lansdowne sanitary sewer. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing.

- Oak Grove Gaming and Racing (2018-Present): Served as a project manager and principal-in-charge for 250.4 acres development which consists of 5/8 mile horse track, 200,000 square feet of entertainment facility, 128 unit hotel, 3,000 seats amphitheater, 60,000 square feet of riding arena, RV park, and 560 horse sthals. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 10,800 linear feet of 8 inch and 10 inch sanitary sewer and the replacement of 400 gallons per minutes pump stations.

- Red Mile Development (2014 & 2019): Extension of sanitary sewer to serve 1,100,000 square feet of mixed used development for an area of approximately 65 acres. Services included detail survey, utilities locations, final design, approval from LFUCG and Kentucky Division of Water, construction administration, for approximately 6,200 linear feet of 8 inch and 10 inch sanitary sewer and 550 gallons per minutes pump station and approximately 1,900 linear feet of 10 inch force main.

- Ash Park Subdivision-Richmond (2018-Present): Served as a project manager and principal-in-charge for the development of 160 acres of subdivision, which consist of 18 acres of apartments, 30 acres of duplex, and 112 acres of single family development. Scope of services include detail survey, rock sounding, preliminary engineering design, detail design, resident inspector, and as-built survey for approximately 13,400 linear feet of 8 inch sanitary sewer.

**Years of Experience:** 23
**Education:**

University of Kentucky - B.S. Civil Engineering, 1994
University of Tennessee, Knoxville, Tennessee - Bachelor of Arts in Urban Studies, 1989

**Registration:**

Professional Engineer: Kentucky (PE#21056), WV, TN, and NC.

## Matthew B. Carter, P.E.

**Project Manager**

PROFESSIONAL SUMMARY.....

Mr. Carter is a project manager at Vision Engineering since 2004 with experience in the areas of civil design, site development, storm sewer design, and construction administration.

REPRESENTATIVE PROJECTS.....

» The Fountain at Palomar (Present), served as the Project Manager for 16.4 acres of which 120,000 square feet of commercial development. Scope of services include detail survey, underground utilities location and depth, rock sounding, and engineering design for the extension of the sanitary sewer from the intersection of Man O War Boulevard with Harrodsburg Road to 4379 Old Harrodsburg Road 1,985 linear feet of 8 inch sewer line, 2,150 linear feet of 10 inch line, and 1,160 linear feet of 12 inch line and the upgrade of approximately 400 linear feet of 8 inch gravity line to 12 inch line

» FedEx Site Development, (2016-2017): Served as a project manager for approximately 52 acres of industrial development which consists of FedEx site and other industrial site at the Lexmark Campus. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 3,950 linear feet of 8 inch and 10 inch sanitary sewer.

» Spring House Development, Richmond (2018-2019), served as a Project Manager for 41 acres development of which 19 acres commercial and 22 acres of multi-family apartment complex (308 units). Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 3,200 linear feet of 8 inch and 900 linear feet of 12 inch sanitary sewer.

» 4235 Harrodsburg Road Development-Lexington (2018-Present): Served as a Project Manager for the 18 acres development of which 6 acres of commercial and 12 acres of single family and townhouses. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12 inch sanitary sewer.

» Polo Club at Hamburg Place, Lexington (2018), serves as a project manager for 5 acres assisted living facility, scope of services consists of the design of the site, infrastructures, sanitary sewer design, construction administration, and resident inspector for 1,300 linear feet of 8 inch sanitary sewer.

» Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2014). Served as project manager for the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex. Services included detail survey, utilities locations, coordination with existing tenant, final design, bidding, construction administration, inspections, construction staking, and as-built survey with easement.

» Wooldridge Garden Apartment, Versailles, (2018), served as a Project Manager for development of 156 units multi-family apartment. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 1,200 linear feet of 8 inch sanitary sewer.

# 5.0 References

Our team's three (3) references for similar work are listed below.

**Sanitation District No. 1**
1045 Eaton Drive
Ft. Wright, KY 41017
**Ralph Johnstone, Director of Design & Construction Management**
(859) 578-7450
rjohnstone@sd1.org
**Rob Schroeder, PE, Senior Project Manager**
(859) 547-1656
rschroeder@sd1.org
**Daniel Doss, PE, Project Engineer**
(859) 578-6755
ddoss@sd1.org

**City of Versailles**
P.O. Box 625
Versailles, KY 40383
**Brian Traugott, Mayor**
(859) 873-4581
btraugott@versaillesky.com
**Bart Miller, Public Works Director**
(859) 873-2245
bmiller@versaillesky.com
**Mitzi Delius, Utilities Manager**
(859) 873-2245
MDelius@cityhall.versaillesky.com

**Corbin City Utilities Commission**
1515 Cumberland Falls Highway
Corbin, KY 40701
**Ron Herd, PE, General Manager**
(606) 528-4026 Ext.100
ron.herd@corbinutilities.com

# SECTION 6.0 | Hourly Rates

# 6.0 Hourly Rates

| Employee Name | Job Title | Hourly Rate |
|---|---|---|
| Joe Henry, PE | Watershed Team Manager | $185.00 |
| David Schrader, PE | Senior Project Manager | $180.00 |
| Jihad Hallany, PE | Senior Project Manager | $180.00 |
| Mike Jacobs, PE | Project Manager | $170.00 |
| Alan Bryan, PE | Project Manager | $170.00 |
| John Martin, PE | Senior Project Manager | $180.00 |
| Mary Beth Robson, PE | Project Manager | $150.00 |
| Stephen Caudill, PE | Senior Project Manager | $180.00 |
| Johnathan Rehner, PE | Project Manager | $130.00 |
| Bob Smallwood, PE | Quality Assurance | $185.00 |
| James Roberts, PE | Quality Assurance | $185.00 |
| Mike Asalon, PE | Project Manager | $130.00 |
| Roderick Saylor, PE | Project Engineer | $130.00 |
| Brittany Goodwin, EIT | Project Engineer | $110.00 |
| Chase Campbell, EIT | Project Engineer | $110.00 |
| Julie Shearer, EIT | Project Engineer | $110.00 |
| Michael Lile, PE | Project Engineer | $130.00 |
| Jeremy Duncan, EIT | Project Engineer | $110.00 |
| Mathew Carter, PE | Project Engineer | $130.00 |
| Tim Tong, PLS | Surveyor Manager | $115.00 |
| Tim Ellis, PLS | Surveyor Manager | $110.00 |
| Abbie Jones, PE, PLS | Surveyor Manager | $115.00 |
| Richey Newton, PLS | Surveyor | $105.00 |
| 2-Man Survey Crew | Surveys | $160.00 |
| Rob Hench, GISP | GIS Manager | $180.00 |
| Darrin Belcher, GISP | GIS Specialist | $110.00. |
| Ray Shear, PLS | Easements | $100.00 |
| Rhonda Baker | Construction Admin | $65.00 |
| E. Lee Lowe | Construction Admin | $105.00 |
| Tom Jones, CIPE/CPD | Construction Admin | $100.00 |
| Lauray Lybarger | CADD | $90.00 |
| Doug Hisel | CADD | $90.00 |
| Tom Weber | CADD | $90.00 |
| Rick Thacker | CADD | $90.00 |
| Matt Williamson | CADD | $90.00 |
| Dawn Shroyer | CADD | $90.00 |
| Jerry Jackson | RPR | $70.00 |
| Mitch Reesor | RPR | $70.00 |
| Greg Hobson | RPR | $70.00 |
| George Bruns | RPR | $65.00 |
| Jason Roseberry | RPR | $70.00 |
| Joel Winsett | RPR | $65.00 |
| Bill Hayes | RPR | $65.00 |
| Dwayne Hall | RPR | $65.00 |
| Odus Baker | RPR | $60.00 |
| Tom Lambdin | RPR | $60.00 |

# SECTION 7.0 | Required Documents

# 7.0 Required Documents

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- LFUCG Addenda
- Firm Submitting Proposal Form
- Affidavit
- LFUCG MWDBE Participation Form
- LFUCG Statement of Good Faith Efforts?
- General Provisions
- Equal Opportunity Agreement
- Workforce Analysis Form
- GRW Affirmative Action Plan
- Copy of GRW Insurance Certificate

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

**Pre-proposal sign in sheets are attached.**

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019 Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.

On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 20121 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" ***if*** the company has yet to select

firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

Todd Slatin

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: Joseph Buttermore

Firm Submitting Proposal: GRW

Complete Address: 801 Corporate Drive, Lexington, KY 40503
Street City Zip

Contact Name: Joe Henry, PE Title: Vice President

Telephone Number: 859-223-3999 ext. 213 Fax Number: 859-223-8917

Email address: jhenry@grwinc.com

# AFFIDAVIT

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

1. His/her name is Brad Montgomery, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW, 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.

Brad Montgomery

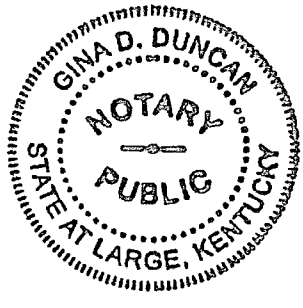
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brad Montgomery on this the 26th day of September, 2016.19

My Commission expires: 09-14-23

Gina D. Duncan
NOTARY PUBLIC, STATE AT LARGE



## LFUCG MWDBE PARTICIPATION FORM

**Bid/RFP/Quote Reference #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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. Abbie Jones Consulting<br>Abbie Jones, PE, PLS<br>1022 Fontaine Rd.<br>Lexington, KY 40502<br>859-559-3443<br>abbie@abbie-jones.com | WBE | Surveying | TBD* | TBD* |
| 2. Third Rock Consultants<br>Gerry Fister, PG<br>2526 Regency Road, Ste 180<br>Lexington, KY 40503<br>859-977-2000<br>gfister@thirdrockconsultants.com | WBE | Environmental | TBD* | TBD* |
| 3. Vision Engineering<br>Jihad A. Hallany, PhD, PE<br>128 E Reynolds Rd, Ste 150<br>Lexington, KY 40517<br>859-559-0516<br>jhallany@visionengr.com | DBE | Engineering & Surveying | TBD* | TBD* |
| 4. *GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms to meet your 10% utilization goal. At this time, we have been unable to find a VOSB firm offering services relevant to LFUCG's known scope of work for this project. If awarded this project and when the scope of work is further clarified after the investigation stage, we will endeavor to use a VOSB firm on your project to meet your goals. | | | | |

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.

GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms

GRW

**Company**

9/26/2019

**Date**

**Company Representative**

Vice President

**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

__X__ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

__X__ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

__X__ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE 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.

GRW
**Company**

**Company Representative**

9/26/2019
**Date**

Vice 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, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

    (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
        (a) Failure to perform the contract according to its terms, conditions and specifications;
        (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

9/26/2019
Date

# EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Brad Montgomery — *Signature*

GRW — *Name of Business*

## WORKFORCE ANALYSIS FORM

**Name of Organization:** GRW Engineers, Inc.

| 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 | 24 | 1 | 21 | | | | 2 | | | | | | | | | 1 | 23 |
| Professionals | 96 | 75 | 17 | | 1 | | | | | 3 | | | | | | 78 | 18 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 38 | 28 | 9 | | | | | | | 1 | | | | | | 29 | 9 |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | 14 | 13 | 1 | | | | | | | | | | | | | 13 | 1 |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | 34 | 34 | | | | | | | | | | | | | | 34 | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 206 | 151 | 48 | | 1 | | 2 | | | 4 | | | | | | 155 | 51 |

**Prepared by:** Gayla Szak, Human Resources Manager **Date:** 9/1/2019

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING**

# Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

# GRW Engineers, Inc.

## Lexington, KY

# GRW Affirmative Action Programs

**February 1, 2019 through January 31, 2020**
**Plan Year**

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**For Protected Veterans**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
## 41 C.F.R. § 60-300.44(a)

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;

3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or

4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

**Definitions.** For the purposes of this AAP, the term "Protected Veteran" shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or

2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a "disabled veteran," "recently-separated veteran," "active duty wartime or campaign badge veteran," and/or an "Armed Forces Service Medal Veteran" as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

## Review of Personnel Processes
## 41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.

3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.

4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.

5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:

    a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

## Physical and Mental Job Qualifications
## 41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:

   a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

   b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

   c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act ("ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation
## 41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.

3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
## 41 C.F.R. § 60-300.44(e)

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

## External Dissemination of Policy, Outreach, and Positive Recruitment
## 41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:

        i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;

        ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;

        iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;

        iv. The service officers of the national veterans' groups active in the area of GRW's establishment;

        v. Local veterans' groups and veterans' service centers near GRW's establishment;

        vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and

        vii. Any organization listed in the Employer Resources section of the National Resource Directory (*http://www.nationalresourcedirectory.gov/*), or any future service that replaces or complements it.

    b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:

        i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.

iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.

iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.

v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.

vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.

vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.

viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.

3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts
## 41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

## Internal Dissemination of Policy
## 41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.

2. GRW implements and disseminates this policy internally as follows:

   a. includes it in GRW's policy manual or otherwise make the policy available to employees; and

   b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.

3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:

   a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;

   b. Publicizing it in GRW's newspaper, magazine, annual report and other media;

   c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;

   d. Discussing the policy thoroughly in both employee orientation and management training programs; and

   e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

## Audit and Reporting System
## C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:

   a. Measures the effectiveness of GRW's AAP;

   b. Indicates any need for remedial action;

   c. Determines the degree to which GRW's objectives have been attained;

   d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;

   e. Measures GRW's compliance with the AAP's specific obligations; and

   f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.

2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

### 1. Identification and Responsibilities of EEO/AA Administrator
### 41 C.F.R. § 60-300.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Gayla Szak or the designated representative's duties include:

a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.

b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.

d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).

g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).

h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.

n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and

ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

## 2. Management Responsibilities
**41 C.F.R. § 60-300.44(i)**

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.

e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist subordinates and upper management in the prevention of harassment.

i. Show support for this AAP.

## Affirmative Action Training
## 41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.51% self-identified as a protected veteran. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;

2. The total number of job openings and total number of jobs filled;

3. The total number of applicants for all jobs;

4. The number of protected veteran applicants hired; and

5. The total number of applicants hired.

**See Protected Veterans Three Year Data Collection**

## BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45

**Benchmark:** The purpose of establishing benchmarks is to create a quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by GRW on an annual basis. GRW documents the hiring benchmark it has established each year. GRW retains these records for a period of three (3) years.

# GRW Engineers, Inc.

## Lexington, KY

## Affirmative Action Program for Individuals with Disabilities

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM
# FOR
# INDIVIDUALS WITH DISABILITIES

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 ("Section 503") and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
**41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;

3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or

4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

## Review of Personnel Processes
## 41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.

3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.

4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:

    a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## Review of Physical and Mental Job Qualifications
## 41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:

    a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

    b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

    c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation to Physical and Mental Limitations
## 41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
### 41 C.F.R. § 60-741.44(e)

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

## External Dissemination of Policy, Outreach, and Positive Recruitment
### 41 C.F.R. § 60-741.44(f)

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.

2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

i. the State Vocational Rehabilitation Service Agency ("SVRA"), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;

ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;

iii. the Department of Veterans Affairs Regional Office nearest GRW's establishment (*www.va.gov*);

iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (*www.earnworks.com*);

v. local Employment Network ("EN") organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (*www.yourtickettowork.com/endir*);

vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;

vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and

viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.

b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.

i. Formal briefing sessions held, preferably on GRW's premises, with representatives from recruiting sources. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW's selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW's official in charge of GRW's AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.

iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.

iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.

v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (*http://rsa.ed.gov/*), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.

vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.

3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.

4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts 41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

## Internal Dissemination of Policy

**41 C.F.R. § 60-741.44(g)**

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.

2. GRW implements and disseminates this policy internally as follows:

    a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and

    b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;

3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:

    a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;

    b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;

    c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;

    d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;

    e. discusses the policy thoroughly in both employee orientation and management training meetings;

    f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and

    g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## Audit and Reporting System

**41 C.F.R. § 60-741.44(h)**

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

**41 C.F.R. § 60-741.44(i)**

### 1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Gayla Szak or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).

f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).

g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.

j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.

n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

   i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);

   ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and

   iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

   Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.

ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## 2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.

e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist employees and other members of management in the prevention of harassment.

i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

j. Show support for GRW's AAP.

## Affirmative Action Training

**41 C.F.R. § 60-741.44(j)**

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.34% self-identified as an individual with disability. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

**See Individuals with Disabilities Three Year Data Collection**

## UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45

**41 CFR § 60-741.45 Utilization goals.** The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

**Goal:** OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in GRW's workforce.

**Purpose.** The purpose of the utilization goal is to establish a benchmark against which GRW measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2019

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

| | |
|---|---|
| PRODUCER<br>The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411<br>E-MAIL ADDRESS: |
| INSURED<br>GRW Engineers Inc.<br>GRW Aerial Surveys<br>801 Corporate Drive<br>Lexington, KY 40503 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: Hartford Fire Insurance Company 19682<br>INSURER B: Hartford Casualty Insurance Company 29424<br>INSURER C: Sentinel Insurance Company Ltd 11000<br>INSURER D: XL Specialty Insurance Company 37885<br>INSURER E: Hartford Casualty Insurance Company 29424<br>INSURER F: Global Aerospace, Inc 22480 |

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | 35RHUZB9550 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 7WBIC7 | 03/01/2019 | 03/01/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Professional Liability | | X | DPR | 03/01/2019 | 03/01/2020 | Per Claim/Agg | 5,000,000 |
| E | Equipment - AVC | | | 33MSZL9179 | 03/01/2019 | 03/01/2020 | Scheduled | 2,860,959 |
| F | Aviation Liability | | | 900006317 | 03/01/2019 | 03/01/2020 | Occurrence | 1,000,000 |

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

**CERTIFICATE HOLDER**

For Informational Purposes

**CANCELLATION**

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

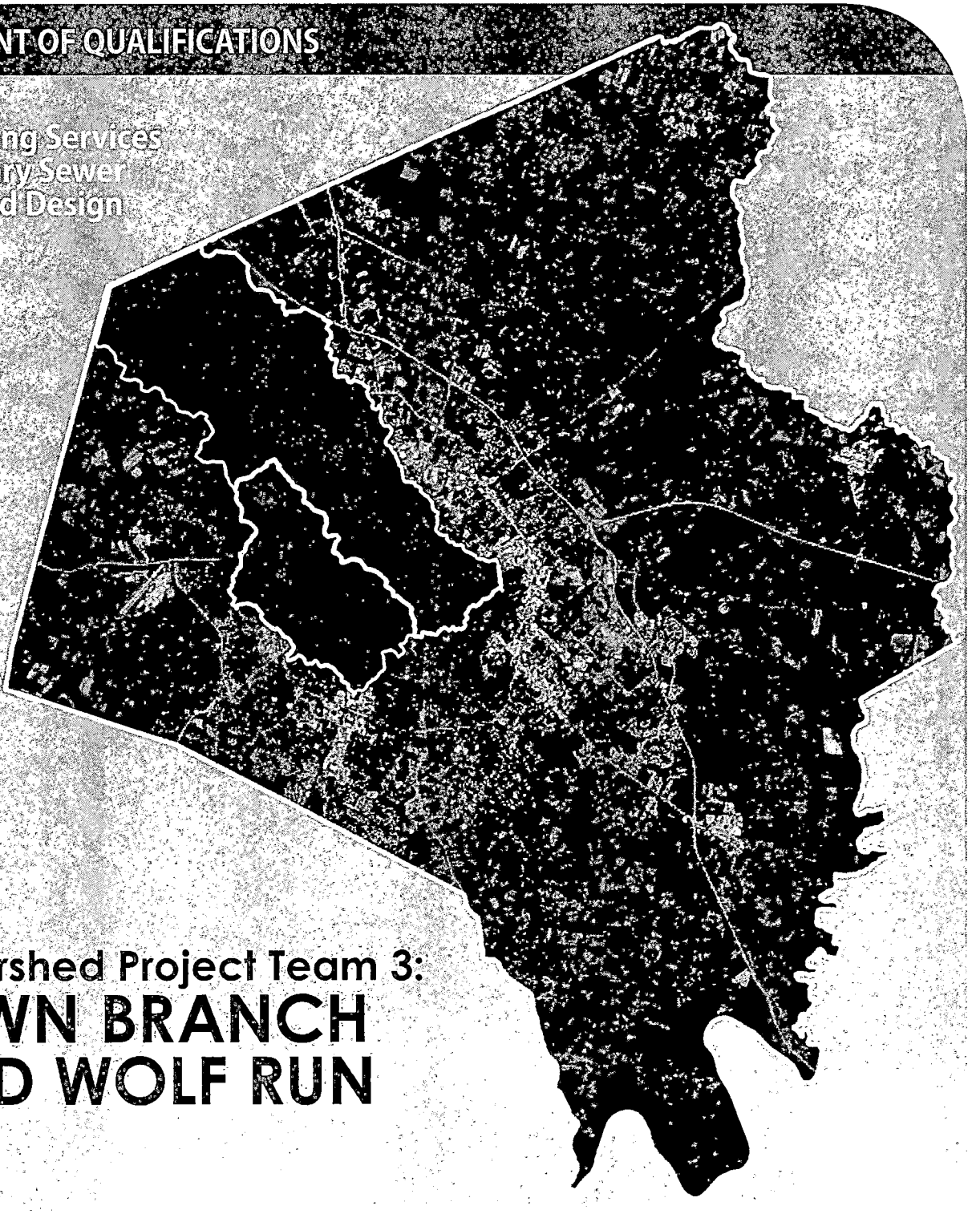
AUTHORIZED REPRESENTATIVE

Bruce W Farnsworth

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STATEMENT OF QUALIFICATIONS

Engineering Services
for Sanitary Sewer
Watershed Design



## Watershed Project Team 3:

# TOWN BRANCH AND WOLF RUN

**RFP # 38-2019**
**Lexington-Fayette Urban County Government**
September 27, 2019

engineering | architecture | geospatial

in association with

bell engineering

engineering | architecture | geospatial

*In association with*

bell engineering

# Statement of Qualifications

# Watershed Project Team 3: Town Branch & Wolf Run

# Engineering Services
# Sanitary Sewer Watershed Design | RFP # 38-2019
# Lexington-Fayette Urban County Government

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**Section 3.0** Knowledge of LFUCG

**Section 4.0** Local Resources/Capacity of the Firm & Resumes

**Section 5.0** References

**Section 6.0** Hourly Rates

**Section 7.0** Required Documents

# COVER LETTER

**GRW** | engineering | architecture | geospatial
*801 Corporate Drive | Lexington, KY 40503*
*859.223.3999 | www.grwinc.com*

September 26, 2019

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

**Subject: RFP #38-2019 | Engineering Services for Sanitary Sewer Watershed Design (TEAM 3)**

Dear Mr. Slatin and Selection Committee Members:

Our team appreciates the opportunity to respond to the Lexington-Fayette Urban County Government (LFUCG)'s Request for Proposals for the services you need to complete the remaining RMP wastewater conveyance projects at the identified watersheds in your service area.

As you move forward with selection of consultants, GRW in association with Bell Engineering, would like to express our sincere interest in partnering with you to successfully complete these projects. **We are submitting proposals for ALL FOUR project areas. This SOQ addresses the work at:**

- **Watershed Project Team 3: Town Branch & Wolf Run**

**The GRW/Bell Team Commitment to LFUCG:** The GRW/Bell Team understands the high expectations of the LFUCG Division of Water Quality and their RMP management consultant. We have assembled an experienced team of Project Managers and staff to complete these projects. Many of these team members have worked closely with you in the past and will provide the high-quality contract documents you expect. See Section 3.0 and 4.0 for information about our project team and our familiarity with your watersheds, as well as information about the GRW/Bell approach to completing your assignments.

**Familiarity/Experience with LFUCG Watersheds & Wastewater Conveyance:** The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget. Sections 2.0 and 3.0 included details about our experience – and well as details about our work with LFUCG. **We're also local:** Our entire team – from all Project Managers to all subconsultants – are located in Lexington, KY.

As you evaluate our submittal, please do not hesitate to contact us if you have any questions. You're embarking on an important project for the community; we're ready to work with you to meet your implementation schedules and required objectives.

Sincerely,

Joe Henry, PE
GRW Vice President
859-223-3999, ext. 213
jhenry@grwinc.com

## CONTACT INFORMATION

**Main Contact**
Joe Henry, PE
859-223-2999, ext. 213
859-227-0246
jhenry@grwinc.com

**Notification of Results**
Please email:
info@grwinc.com

# SECTION 1.0 | Firm Qualifications

# 1.0 Firm Qualifications

## Growing & Evolving for More than 50 Years

GRW is a multidiscipline design consulting firm offering full-service engineering, architectural, and geospatial capabilities. Founded in 1964 by G. Reynolds Watkins to provide water resources engineering, our employee-owned firm has grown to become nationally recognized and has offices in Indiana, Kentucky, Tennessee, and West Virginia.

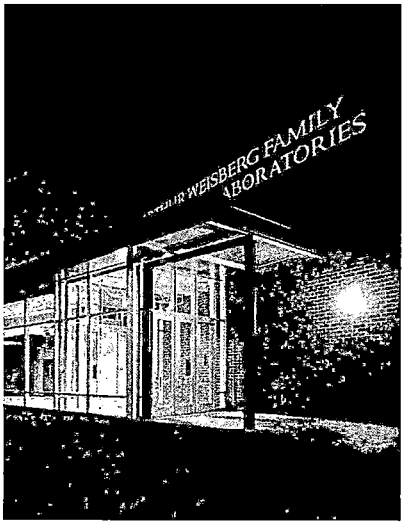


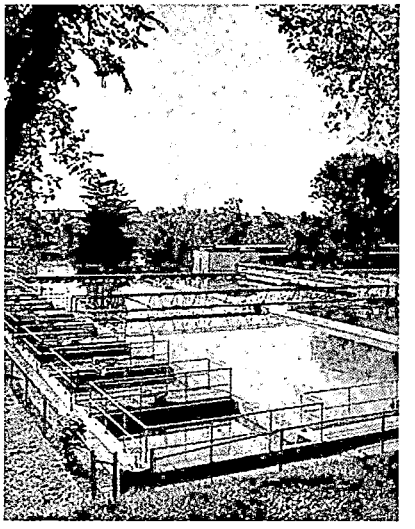

## In-House Multidiscipline Teams Promote Collaboration

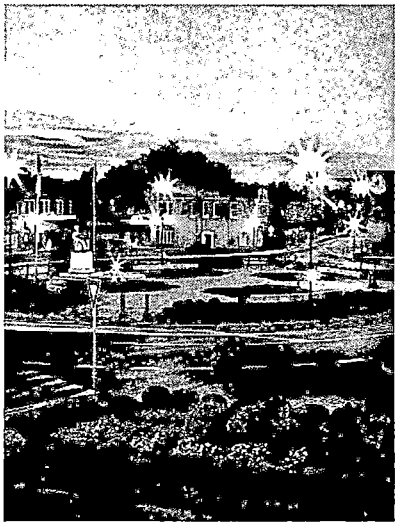
Our project teams provide comprehensive technical expertise for all types of infrastructure design from planning and conceptual phases through construction administration and observation. GRW employs experienced water resources, mechanical, electrical, structural, transportation, and site/civil engineers; architects; landscape architects; and planners, as well as geospatial (surveying, GIS) professionals. This means our firm serves clients' needs ranging from roads/streets engineering to water, wastewater and stormwater engineering, as well as comprehensive building design and municipal planning.

### GRW Services Routinely Provided In-House:

- Water, Wastewater & Stormwater Engineering
- Surveying
- Aerial Mapping, GIS
- Construction Administration & Resident Project Representation
- Civil/Site Engineering
- Electrical/Instrumentation
- Engineering
- Architecture
- Mechanical Engineering
- Structural Engineering
- Landscape Architecture
- Funding Assistance from KIA to CDBG
- Transportation Engineering
- Sustainable Design
- Operations & Management Support
- Anti-Terrorist Force Protection / Physical Security
- Permitting

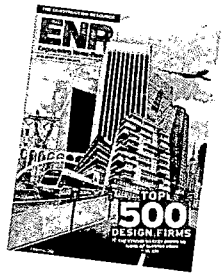




# A Few Things We're Proud Of

- **Award-winning Projects:** To date, 51-plus American Council of Engineering Companies (ACEC) Engineering Excellence Awards.
- **National Recognition:**
  - ✓ Since 1972, ranked in *Engineering News Record's* Top 500 Design Firms in the U.S.



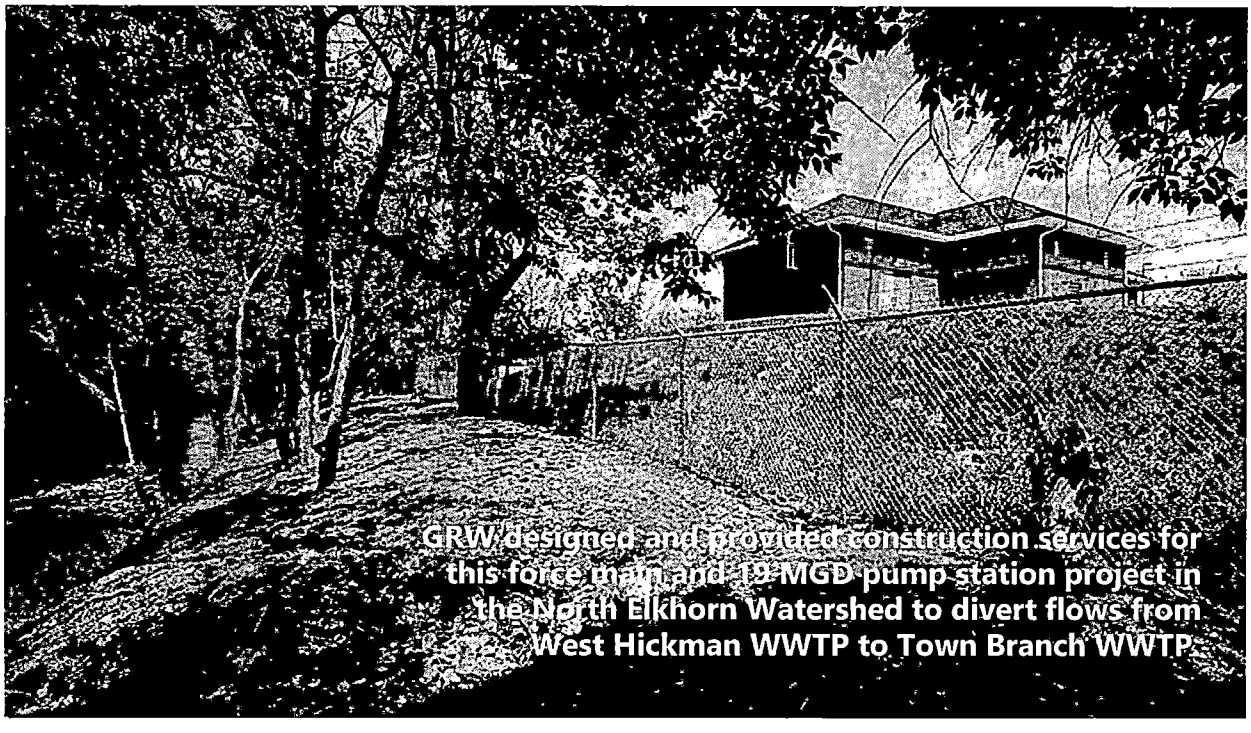

  - ✓ Listed among *Building Design and Construction's* Giants 300: the Top Architect-Engineer Firms.
  - ✓ **Our Clients:** Approximately 90 percent of our clients are repeat customers.

GRW understands that consulting engineering is a relationship business. We fully understand the importance of gaining your respect, proving our worth, and being there long after the successful project is completed.

# GRW Wastewater System Engineering Services

The planning and design of adequate water resources facilities are essential for communities to grow and attract new business – this is a cornerstone of GRW's service offerings. Whether we're expanding or improving an existing system or implementing a new facility or solution, our in-depth knowledge of applicable laws and regulations, combined with problem-solving design and the latest technology, enable us to optimize the planning, design, construction and startup of our clients' projects.

GRW has successfully completed several hundred sanitary sewer design projects, including collector sewers, interceptor sewers, force mains and pumping stations of all sizes and types. Our fully trained staff of engineers and technicians has worked on projects ranging from small diameter low pressure grinder pump systems (LPGPS) to small 8-inch residential collector sewers, gravity sewers up to 120 inches, force mains up to 48 inches, and wastewater pumping stations as large as 56 MGD. Many of these projects have been designed and constructed on or closely adjacent to private properties in neighborhoods, urban areas, industrial parks, and business districts. GRW is extremely aware of the sensitivity required when working in close proximity to these property owners and the importance of communication and cooperation with the impacted parties. We always aim to deliver high-quality design and specification documents with plans are clear, easy to understand.



GRW designed and provided construction services for this force main and 19 MGD pump station project in the North Elkhorn Watershed to divert flows from West Hickman WWTP to Town Branch WWTP.

We also are pleased to introduce our local teammate for your projects – **BELL ENGINEERING**.

Key professionals from Bell's Lexington, KY, office will be providing project management, project engineering, CADD support, and construction document administration, as well as technical advice and QA/QC assistance.

Founded in Lexington in 1914 by Howard K. Bell, Bell Engineering has earned a solid reputation as a provider of innovative engineering applications that fulfill community and industry needs around the country.

Originally operating as Howard K. Bell Consulting Engineers, Bell was the first consulting engineering firm in Kentucky and specialized primarily in water, wastewater and stormwater engineering. The firm's corporate headquarters remain in Lexington; there are branch offices in Hopkinsville, KY, and Asheville, NC.

From determining the best water quality solutions to finding safe, efficient and environmentally sound ways to manage wastewater resources, Bell offers a full range of engineering services for water and wastewater systems.

**Like GRW, Bell provides comprehensive wastewater engineering systems services**

## Related Design & Construction Services Routinely Provided by GRW & Bell

- Wastewater Facilities Plans and System Master Planning
- Computer Hydraulic Modeling
- Force Mains, Collector & Interceptor Sewers
- Infiltration/Inflow Abatement, Flow Monitoring & SSES Studies
- Sanitary Sewer Evaluation/Rehabilitation
- CSO Plans & Facilities
- Sanitary Sewer Overflow Plan Development
- Odor Control/Abatement
- Pumping Stations
- Public Relations Program Support
- Treatment Facilities
- Industrial Pretreatment & Treatment
- Sludge Treatment & Disposal
- Instrumentation/SCADA
- Capacity Management & Operations & Maintenance (CMOM) Compliance
- Cost Estimating & Financial/Rate Analysis
- O&M Manuals
- Operator Training & Start-Up Assistance
- Construction Administration & Resident Project Representation

# Subconsultants

To assist in meeting project delivery/schedule requirements – as well as to assist LFUCG in meeting its DBE goals – the GRW/Bell team includes the following subconsultants. Firms meeting DBE-certification requirements are noted.

### Geotechnical

- Consulting Services Incorporated (CSI)
- L.E. Gregg Associates
- Geotechnology, Inc.

### Land Surveyor

- Abbie Jones Consulting **(WBE)**
- Vision Engineering **(DBE)**

### Environmental/Cultural

- Third Rock Consultants **(WBE)**

### Tree Survey

- Dave Leonard Tree Specialists

Playing a key role on the team will be **VISION ENGINEERING (DBE).** Vision's team members are supporting our team's services related surveying, as well as project management, project engineering, easements and resident project representation. Located in Lexington since 2003, the firm specializes in water resources, civil, and geotechnical engineering, and surveying.

Vision has worked with LFUCG on numerous RPR projects and recently completed thousands of linear feet of sanitary sewer gravity line (survey, design, final design, easement acquisition, bidding, and construction administration); two of the most relevant projects are West Hickman Trunk B and West Hickman Trunk D, both completed on time and below budgets

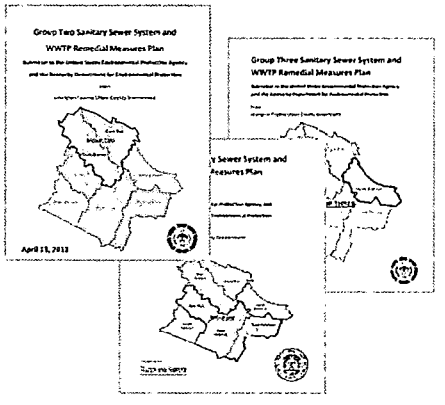
# SECTION 2.0 | Past Performance/ Experience

# 2.0 Past Performance/Experience

This section provides examples of wastewater conveyance projects completed by GRW, Bell and Vision.

**LFUCG RMP Wastewater Conveyance Projects**

- Wolf Run D & E Trunk Sewers
- Wolf Run Trunk A
- Brunswick & Floyd Drive Sanitary Sewers
- West Hickman Trunk B
- West Hickman Trunk C
- Expansion Area 3 Gravity Sewer
- Lansdowne Sanitary Sewer



**LFUCG non-RMP Wastewater Conveyance Projects**

- East Hickman Wet Weather Flow Storage, Pumping & Conveyance
- Expansion Area 2A Watershed Pump Station & Force Mains
- North Elkhorn Watershed Force Main & Pump Station
- Blue Sky Pump Station & Force Main
- Lower Town Branch Watershed Interceptor Sewers, Force Main & PS
- South Elkhorn Trunk Sewers & Force Mains
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

**Non-LFUCG Wastewater Conveyance Projects (last five years)**

- Hebron Area Sanitary Sewer Improvements, Sanitation District No. 1, Ft. Wright, KY
- Master Street Interceptor Relief Sewer, Corbin City Utilities, Corbin, KY
- Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY
- Veterans Memorial Force Main, Bowling Green Municipal Utilities, Bowling Green, KY
- Harrodsburg Corning Glass Forcemain, Harrodsburg, KY

## LFUCG RMP Wastewater Conveyance Projects

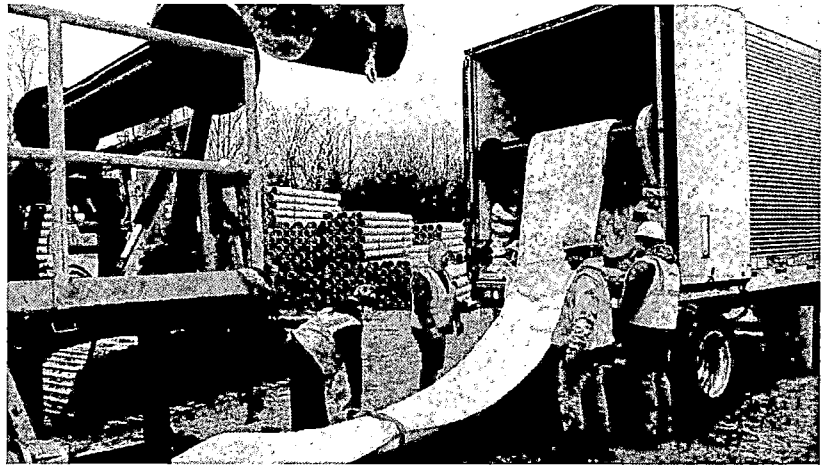
Proposed in LFUCG's Remedial Measures Plan and submitted to USEPA, these projects are deliverables of LFUCG's Consent Decree agreement, entered into with the U.S. Environmental Protection Agency, and the Kentucky Environmental and Public Protection Cabinet. Among the concerns to be resolved by these projects are increased volumes of sewer flows during wet weather events, resulting in overflows from the sewage collection system.

### Wolf Run D & E Trunk Sewers

LFUCG selected GRW to design replacement sewers for the existing Wolf Run trunk sewers D & E that fall under Group 1 outlined by the West Hickman, East Hickman, and Wolf Run watersheds. Wolf Run trunk sewers D & E are addressed as part of this project to help reduce SSOs within the Wolf Run watershed to ensure compliance with the Consent Decree. Wolf Run Trunk D includes installation of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes installation of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer. Construction for this project is planned to be complete by year 2021.

**Client Contact:** Bob Peterson, PE, Project Manager, LFUCG, (859) 425-2438, rpeterson@lexingtonky.gov

## Wolf Run Trunk A Sewer Rehabilitation

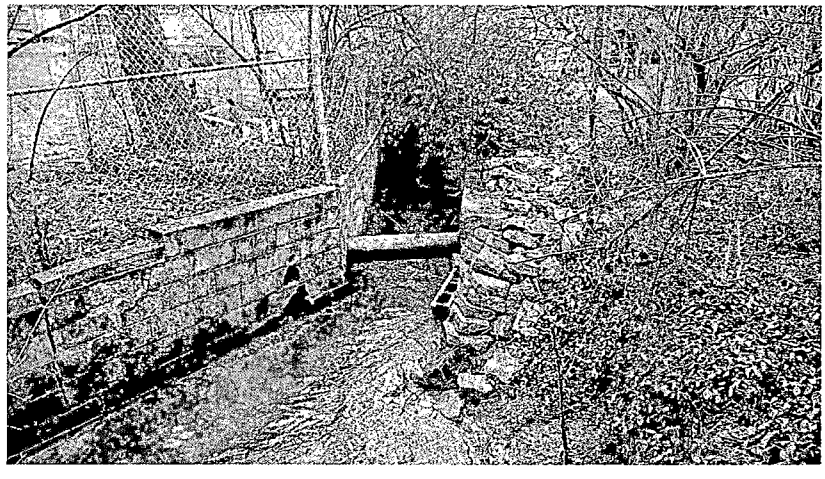


LFUCG selected Bell Engineering to complete the Wolf Run Trunk A sewer rehabilitation project. This was accomplished by cured-in-place-pipe (CIPP) lining of approximately 1,545 LF of 30-inch diameter sanitary sewer, including brick sewer, running from the old Wolf Run Pump Station at 755 Enterprise Drive at manhole WR1_1 to manhole WR1_95. In addition, approximately 165 vertical feet of manhole rehabilitation with Sprayroq lining system for 12 existing manholes. The project was funded through KIA. Based on flow monitoring results, the project reduced I/I by approximately 40%.

The Remedial Measures Plan identified the need for a 1.8 million gallon equalization tank and pump station to be located upstream of this project to alleviate peak flows and allow this section of trunk sewer to remain 30-inch.

**Client Contact**: T.J. Taylor, Project Manager; (859) 425-2400; LFUCG

## Brunswick & Floyd Drive Sanitary Sewers



LFUCG selected Bell Engineering to complete the Brunswick & Floyd Drive Sanitary Sewers rehabilitation project.

In the Floyd Drive area, roughly 600 LF of 8-inch sewer line and 3 manholes with evidence of I/I were eliminated. A new sewer line and manholes were installed which also eliminated two stream crossings, moved the line out of the flood plain and improved the system hydraulics.

At Brunswick Drive, an old pump station wetwell that held several feet of sewage prior to exiting the structure was eliminated by adding a new sewer line and manholes. The new line and manholes rerouted the sewer allowing for removal of the old wetwell. These upgrades also improved system hydraulics.

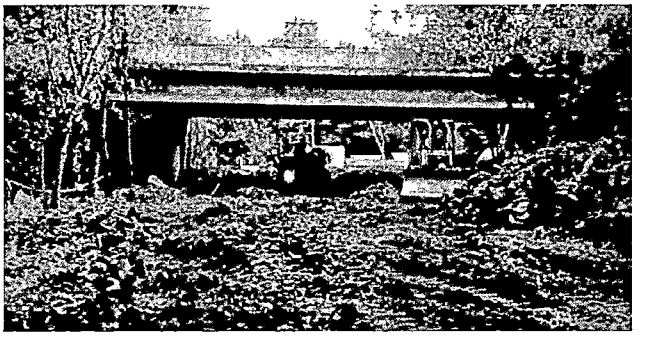
**Client Contact:** Craig Prater, CAP Program Manager; (859) 425-2446; LFUCG

## West Hickman Trunk B (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,900 LF of 48 inch RCP with 60 inch Hobas pipe for this LFUCG project. The project begins at Veteran Park and tie-in point to West Hickman Trunk C is at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 LF of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

## West Hickman Trunk C (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,600 LF of 42 inch RCP with 54 inch Hobas pipe for this LFUCG project. The project begins at tie-in point to West Hickman Trunk B and extends to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 LF of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget.

## Expansion Area 3 Gravity Sewer (RMP: 2017)

Vision Engineering provided preliminary study and design services for the Expansion Area 3 gravity sanitary sewer project for LFUCG. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 LF of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pike.

## Lansdowne Sanitary Sewer (RMP: 2017)

Vision Engineering completed the preliminary study for the Lansdowne sanitary sewer project for LFUCG. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing

**Client Contact for the Above:** Mark Fisher, PE; Project Engineering Coordinator
LFUCG, (859) 425-2400, mfischer@lexingtonky.gov

# LFUCG non-RMP Wastewater Conveyance Projects

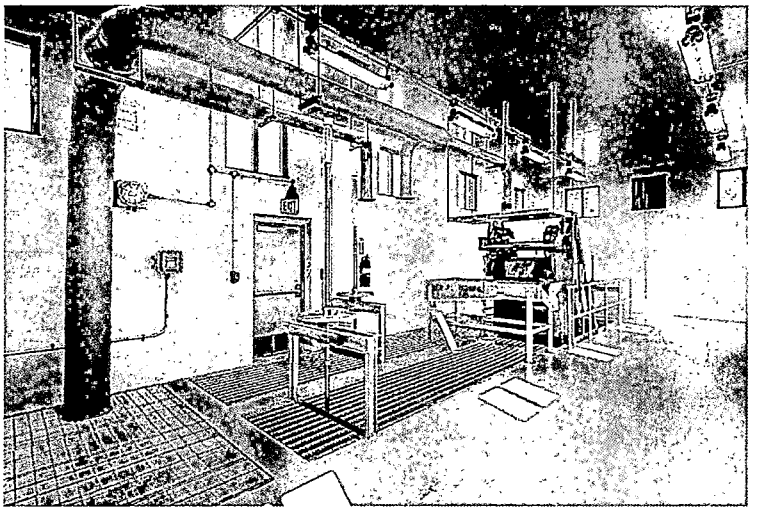
## East Hickman Wet Weather Flow Storage (6.0 MG) Pumping, (32.5 MGD) & Conveyance

GRW provided site assessment, preliminary and final design, easement acquisition, bidding assistance, and construction phase services, as well as KIA funding support services for the East Hickman wet weather storage, pumping facility, and force main project. Environmental services were also included.

GRW designed a 6.0 MG, prestressed concrete, wet weather storage tank, and associated 20.1 MGD dry weather pumping station and 12.4 MGD wet weather pumping station. These facilities allow LFUCG to collect and store a large volume of wastewater – usually during a rainstorm – that overwhelms the capacity of the existing pump station and gravity sewer, and cannot be conveyed immediately for treatment to the LFUCG West Hickman Wastewater Treatment Plant. **In addition to the storage tank and pumping facilities, the project included realignment of 10-inch Blue Sky force main, and connection to 30-inch force main; extension (245 LF) of the existing 48-inch East Hickman Trunk Sewer with Ipex Vortex flow insert for odor control; new 24-inch East Lake trunk sewer (1,060 LF); and miscellaneous 12-inch and 15-inch gravity sewers**

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Expansion Area 2A Watershed Pumping Station & Force Mains

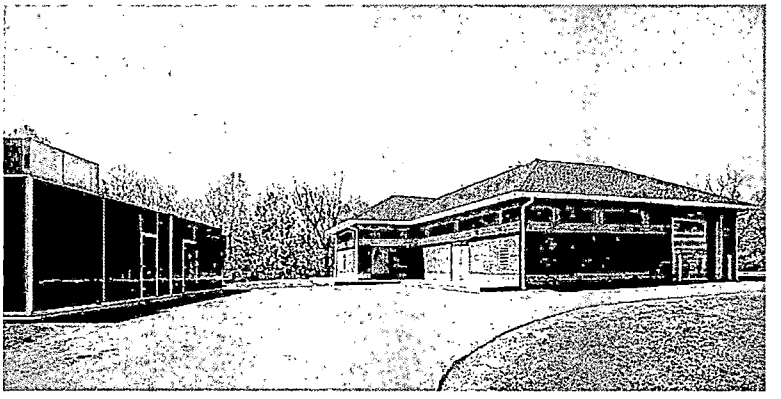


LFUCG's Expansion Area 2A had been identified for future development in the 2000 LFUCG Comprehensive Plan. Expansion Area 2A is generally located to the east of I-75 and south of Winchester Road (US 60). This sewer shed area consists of proposed developments (Hamburg East), existing developments (including the Hamburg Mall shopping center), and existing residential developments (such as Glenn Eagles, Blackford and part of Greenbriar).

The multiphase project includes a new 10 MGD pumping station; 4,800 LF of 24" force main; and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included a bore under I-75 for a 24" force main, and a 30" bore under I-75 for a 16" gravity sewer. The new gravity sewers allowed LFUCG to decommission five existing pump stations (Hamburg Farm, Man O' War, Greenbriar 1, Blackford and Gleneagles) by removing the stations and flowing by gravity to a new 48" gravity trunk sewer (constructed by a developer) which was extended into the new Expansion Area 2 A Pump Station.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## North Elkhorn Watershed Force Main & Pumping Station (19 MGD)

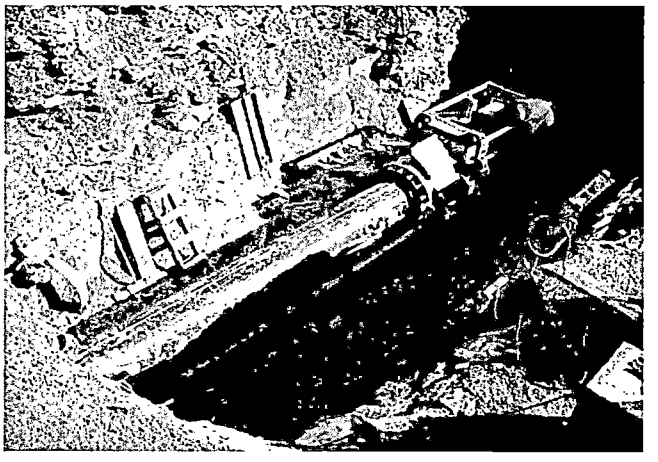


One of the key elements of the Lexington-Fayette County Urban Government's (LFUCG) long-range wastewater master plan is the diversion of existing and future wastewater flows from the high-growth West Hickman Creek Wastewater Plant drainage area to the Town Branch Wastewater Treatment Plant drainage area, which had available capacity.

To divert to the flows, GRW designed the 19 MGD North Elkhorn Watershed Pumping Station replacement and **new 30-inch and 36-inch force main**. Further, approximately 40,000 linear feet of 30-inch and 36-inch force main was constructed across the center of Lexington in a combination of private easements and crowded city streets. Several miles of force main were installed parallel to Interstate 75 and inside the interstate's right-of-way. GRW coordinated extensively with local elected officials, and state and federal agencies including the Kentucky Transportation Cabinet and the Federal Highway Administration.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Blue Sky Pump Station & Force Main



The Blue Sky WWTP Elimination project had been a longstanding environmental concern for Lexington and the Kentucky Division of Water. The Consent Decree provided a mechanism to resolve those concerns without establishing dangerous precedents that would not be in the best interests of ratepayers.

To identify the required capacity of the new Blue Sky Pump Station and Force Main, Bell Engineering completed a detailed evaluation of existing and future flows was conducted. LFUCG's 2011 Sanitary Sewer Remedial Measures Plan (RMP) included construction cost estimates that reflected the hydraulic impact of a pump station at Blue Sky. The peak pump station flow rate used was 435 gpm, which was derived from flow monitoring completed in 2010.

Three alternatives were developed to serve the Blue Sky RAC. Ultimately, LFUCG decided to implement the second alternative which included accommodating the existing flows at two WWTPs and underdeveloped and vacant land within the Blue Sky RAC. This alternative required an 800 gpm pump station at the Blue Sky WWTP site, **26,000 LF of 10-inch force main** and decommissioning two WWTP's. This project was completed with 100% KIA funding and included easement preparation and acquisition assistance for approximately 25 easements.

**Client Contact**: Steve Farmer, Project Manager, LFUCG, (859) 425-2404

## Lower Town Branch Watershed Interceptor Sewers, Force Main & Pumping Station

LFUCG constructed a major wastewater interceptor system and pumping station to serve a large undeveloped tract within its urban service area. This project allowed the existing Blackburn Correctional Complex and Federal Medical Center wastewater treatment plants to be eliminated/decommissioned; the new Lower Town Branch Pump Station now serves these two prisons. The force main of the pumping station also picked up several existing pumping stations in route to the treatment plant.

GRW conducted a land use analysis of the undeveloped land to determine the ultimate load on the interceptors and pumping station based on the zoning of the area. The flows from the existing treatment facilities were also analyzed.

A computerized hydraulic analysis of the entire system, from the interceptors to the treatment plant, was made. This analysis included the lift stations which were to be connected to the force main between the new pumping station and the treatment plant. Based on information from the hydraulic analysis, GRW designed **12-inch to 30-inch gravity lines and a 24-inch force main.** The initial capacity of the pumping station is 5.0 MGD, expandable to 7.5 MGD.

## South Elkhorn Trunk Sewers & Force Mains

The south section of the City of Lexington is the fastest growing area in Fayette County. New homes and subdivisions put increasing pressure on the private wastewater treatment plants that serve these subdivisions.

This project replaces three privately owned and operated wastewater treatment plants -- South Elkhorn Service Company Wastewater Plant, Monticello Estates Wastewater Plant, R.J. Reynolds Wastewater Treatment Plant, as well as three private pumping stations. The project included the construction of **approximately 40,000 LF of 42", 36", 30", 24", 18" and 15" gravity sewers and 21,000 LF of 24" force mains, transferring flow to the West Hickman Wastewater Treatment Plant drainage area.**

## Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

This project consisted of a preliminary study and final design for the provision of sanitary sewer service to the remaining 800 existing unsewered properties within the Urban Service Area of Fayette County. Since 1974, the LFUCG has implemented a program to develop additional sanitary sewer service for the Urban Service Area and near 12,000 properties have been removed from septic tank service through the construction of new facilities. The remaining properties were identified and separated into three phases of design and construction. Phase I design has been completed and consists of **31,500 LF of 8-inch diameter gravity sewer, and 5,000 LF of force main** to connect several portions within the LFUCG Service Area to the existing sanitary sewer system. In addition, six new pump stations were designed and an existing pump station will be decommissioned.

The collector sewer portion of the sanitary sewers will be paid for by the property owners through an Assessment Bond and financed over 20 years. Extensive financial analysis was performed to determine the "fairshare" for the property owners. Construction is pending dependent upon availability of financing by the property owners and the LFUCG.

**Client Contact for the Above:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

# Non-LFUCG Wastewater Conveyance Projects (last five years)

## Hebron Area Sanitary Sewer Improvements

### Sanitation District No. 1 | Ft. Wright, KY

Sanitation District No. 1 (SD1) selected GRW to provide services to evaluate, design, and oversee the construction of improvements to expand wastewater system capacity in the District's Hebron service area, in northern Boone County, near Covington, KY.

The rapidly growing area is served by a series of pump stations (Sand Run PS, Wyndemere PS, Thornwilde PS, IDI PS), which convey flows to the Dry Creek Wastewater Treatment Plant. Several of the pump stations were nearing capacity; GRW designed improvements for all four ranging from new facilities to renovations.

The project also includes major improvements to the existing force main and gravity sewer lines. Force main improvements include **extending an existing force main approximately 2,540 LF and constructing approximately 8,550 LF of new 16" diameter force main.** The improvements to the existing gravity sewer lines include **dig and replacing approximately 3,300 LF of 15" diameter sewer to 30" diameter sewer and approximately 1,600 LF of 8" diameter sewer with 12" diameter sewer.** This work will also include the replacement of approximately 12 manholes with larger 5-foot diameter manholes. GRW's engineering work will ensure the pump stations, along with associated force mains and gravity sewer lines receive improvements that maximize capacity and operational efficiency to better serve the area now and in the future.

**Design Completion:** 04/01/2017

**Client Contact:** Daniel Doss, PE, Project Engineer, Sanitation District No. 1, (859) 578-6755, ddoss@sd1.org

## Master Street Interceptor Relief Sewer

### Corbin City Utilities Commission | Corbin, KY

The City Utilities Commission (CUC) of Corbin, KY selected GRW to provide planning, design, bidding, and construction phase services for improvements to an existing gravity sewer system along Master Street (State Highway 312) in Knox County. The initial plan consisted of installing a new parallel sewer beside the existing 10" clay sewer that is located in the center turning lane of Master Street. The parallel sewer would eliminate the reoccurring sanitary sewer overflows (SSOs) that CUC had been experiencing. Upon initiating the field work it was determined that there would not be enough room, due to existing utilities, to install a parallel sewer. GRW worked with CUC on other route selections but CUC ultimately elected to **dig and replace the approximately 3,000 LF of 10" diameter clay sewer with a new 24" diameter PVC sewer line.** This new sewer line would be installed in the same location as the 10" sewer, in the middle of Master Street, but at a greater depth to eliminate a few shallow manholes. Additionally there will be 11 manholes replaced.

**Design Completion**: 09/01/2019

**Client Contact:** Ron Herd, PE, General Manager, Corbin City Utilities Commission, (606) 528-4026 Ext.100, ron.herd@corbinutilities.com

## Methodist Home Pump Station Basin Wastewater Capacity Improvements

### City of Versailles | Versailles, KY

To prepare for expected commercial and industrial development on the east side of Versailles, the City requested GRW evaluate the capacity of the Methodist Home Pump Station (MHPS) and the Big Sink Road drainage basins. Based on findings from the study, GRW was selected to provide design, construction administration and resident project representation services for wastewater system improvements needed to meet future demands and manage existing peak wet weather flows. Included:

- **Approximately 2,860 LF of new 18-inch gravity sewer along Lexington Road.**
- **Approximately 4,200 LF of 12-inch force main from the new MHPS to the new gravity sewer.**
- **Approximately 2,200 LF of new 24-inch gravity sewer parallel to the existing gravity sewer in order to increase the gravity sewer capacity in the Big Springs Park area.**
- Replace the existing MHPS with a new pump station with an ultimate capacity of 1,900 gpm. The new station will have a duel pump bay wet well allowing for pumping from the primary low flow wetwell with an overflow to a high flow wetwell side.

**Construction Completion:** 08/23/2018

**Client Contact:** Bart Miller, Public Works Director, City of Versailles, (859) 873-2245, bmiller@versaillesky.com

## Veterans Memorial Force Main

### Bowling Green Municipal Utilities | Bowling Green, KY

Bowling Green Municipal Utilities selected GRW to provide planning, design, bidding, construction administration, and resident project representative services for approximately **30,000 LF of new 24-inch PVC force main, including eight road crossings and one railway crossing** installed within bored steel encasement pipe, and seven stream crossings. The new force main will provide conveyance for over 6,000 gallons per minute of wastewater from four existing pump stations, and will include stub outs for future connections. The project also includes design and placement of odor control facilities at appropriate locations along the force main.

**Substantial Completion:** 2020

**Client Contact:** Scott Neighbors, Wastewater Engineering Project Manager, Bowling Green Municipal Utilities, (270) 782-1200, scott.neighbors@bgmu.com

## Harrodsburg Corning Glass Force Main

### City of Harrodsburg | Harrodsburg, KY

GRW provided design, construction administration, and resident project representative services for approximately **8,500 LF of 8-inch PVC force main** to convey process wastewater flows from the Corning glass manufacturing plant to the Western Trunk Interceptor Sewer to mitigate sanitary sewer overflows in the downtown area of Harrodsburg. Existing pumps within the Corning facility are used to pump the wastewater flows.

**Construction Completion:** 05/01/2017

**Client Contact:** Art Freeman, Mayor, City of Harrodsburg, (859) 734-7705 x106, afreeman@harrodsburgcity.org

# 3.0 Knowledge of LFUCG

## Introduction & Familiarity with LFUCG's Division of Water Quality

***Summarize the firm's institutional knowledge of and experience in working with LFUCG's DWQ.***

GRW and Bell Engineering have worked with the City of Lexington and Fayette County since the inception of their companies, 1964 and 1914, respectively. GRW and Bell are both Lexington-based companies with nearly 170 combined employees located in Lexington. Our firms were founded as water and wastewater engineering firms to serve municipal clients such as the LFUCG. Several of our subconsultants, Vision Engineering, Abbie Jones Consulting, and Third Rock Consultants also Lexington-based and have worked with LFUCG on numerous projects. **Exhibit A** on the last page of this section shows a portion of the many medium-, small-, and large-scale LFUCG wastewater conveyance projects GRW and Bell, as well as Vision Engineering, have completed, collectively.



Our **Watershed Team Manager, Joe Henry**, has been working with the LFUCG on wastewater conveyance projects since he began his career with GRW in 1980. His first experience with the LFUCG was the original South Elkhorn Trunk Sewer and Force Main project in the early 1980's. The entire GRW/Bell Team have also worked on numerous LFUCG wastewater conveyance projects and many recent RMP projects, such as the Wolf Run Trunk Sewers, West Hickman Trunk Sewers, and many other non-conveyance RMP projects.

The GRW/Bell Team's – along with Vision Engineering's – recent work history is summarized in **Table A** starting below and continuing on the following page. This table lists projects, key employees that worked on them, and what role the responsible firm had on each.

### Table A | LFUCG Wastewater Conveyance Project Experience

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **1.** Lower Town Branch Trunk Sewer (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **2.** Bracktown Sanitary Sewers (GRW) | J. Henry | P, D, CA |
| **3.** Lower Town Branch Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **4.** Adcolor Dr. Sanitary Sewer (GRW) | J. Henry, B. Goodwin | P, D |
| **5.** North Elkhorn Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **6.** Expansion Area 2A Trunk Sewer & Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **7.** Wilderness Road Gravity Sewer (GRW) | J. Henry | P, D, CA |
| **8.** Cadentown Sanitary Sewer (GRW) | J. Henry | P, D, CA |
| **9.** South Elkhorn Trunk Sewer & Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **10.** Wolf Run D & E Trunk Sewer (GRW) | M. Jacobs, C. Campbell, T. Tong | P, D, CA, RPR |
| **11.** East Hickman Trunk Sewer (GRW) | A Bryan, B. Goodwin, T. Tong | P, D, CA, RPR |
| **12.** Wolf Run Trunk Sewer A (Bell) | D. Schrader, J. Roberts; M. Lile | P, D, CA |

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **13.** Avenue of Champions Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **14.** Floyd Dr. Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **15.** Lakeshore Island Sanitary Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **16.** Brunswick Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **17.** Blue Sky Parkway Force Main (Bell) | D. Schrader, S. Caudill, M. Lile | P, D, CA |
| **18.** 4235 Harrodsburg Road Line B (Vision) | M. Carter, R. Newton, T. Lambdin | P, D, CA, RPR |
| **19.** 4235 Harrodsburg Road Line A (Vision) | J. Hallany, R. Newtown | P, D, CA, RPR |
| **20.** Century Hill (Vision) | O. Baker, T. Lambdin | RPR |
| **21.** Costco Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker | P, D, CA, RPR |
| **22.** East Lake RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **23.** Expansion Area 3-Gravity Sewer RPM (Vision) | J. Hallany, R. Newtown | P, D, |
| **24.** Fed EX Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker, T. Lambdin | P, D, CA, RPR |
| **25.** Fountain Sewer Extension (Vision) | J. Hallany, R. Newtown | P, D |
| **26.** Idle Hour (Vision) | O. Baker, T. Lambdin | RPR |
| **27.** Lansdowne Preliminary Design RPM (Vision) | J. Hallany, R. Newton | P |
| **28.** Lower Griffin Gate (Vision) | T. Lambdin, O. Baker | RPR |
| **29.** Overbrook Farm Line b (Vision) | J. Hallany, M. Carter | P |
| **30.** Overbrook Farm (Vision) | J. Hallany, M. Carter | P |
| **31.** Polo Club at Hamburg Place (Vision) | M. Carter, R. Newton, Clay Tackett | P, D, CA, RPR |
| **32.** Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision) | T. Lambdin, O. Baker | RPR |
| **33.** Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision) | T. Lambdin, O. Baker | RPR |
| **34.** West Hickman B & C-RPM (Vision) | J. Hallany, M. Carter, R. Newtown, O. Baker, T. Lambdin | P, D, CA, RPR |
| **35.** West Hickman Trunk D-RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **36.** Woodhill Trunk Sewer (Vision) | O. Baker, T. Lambdin | RPR |

**[1] Key:**
P=Preliminary Study
D=Design
CA=Construction Administration
RPR=Resident Project Representation

# GRW/Bell Team Approach

The GRW/Bell Team understands the high expectations of the LFUCG DWQ and their RMP management consultant. We have assembled a large experienced team of goal-oriented Project Managers and staff to complete these projects in a timely manner. Many of our staff have also worked closely with you in the past and will provide the high-quality contract documents you expect: clear to understand, compliant with regulations and your standards, and realistically constructible for optimum bid prices.

The GRW/Bell Team understands **first**, we must comply with the LFUCG DWQ RMP Implementation Schedule for success. We will coordinate with the LFUCG DWQ early on and identify which watershed projects will require the greatest challenge in right-of-way/easement acquisition. We understand the critical path for successful completion of any conveyance project is the acquisition of all required property and easements in a timely fashion. We will then develop realistic and detailed schedules for your tracking of our progress on these projects.

To achieve success on each project, the GRW/Bell Team will focus on the following:

1. Alignment - Maximize use of available public right-of-way and minimize easements.
2. Identify easements and property acquisitions early on for early preparation and document delivery to LFUCG DWQ.
3. Minimize tree disturbance.
4. Identify and resolve permitting concerns, such as hazardous materials, cultural resource, archeological, endangered species, and aquatic habitat challenges.
5. Provide optional alignments and ultimately, recommend a final route for each project.
6. Technical Memorandum No. 1 is first submitted for approval and then Technical Memorandum No. 2 is submitted for approval.

Coordination and uniform methodology in these steps is critical for timely completion of these design projects. We will establish a schedule at the initiation of an individual project and adhere to the schedule until construction is complete. Once Technical Memorandum No. 2 is approved by the LFUCG DWQ, the GRW/Bell Team will move forward to complete the design. The GRW/Bell Team will work together to provide a uniform product. Our Watershed Manager, Joe Henry, will be responsible for all aspects of coordination, compliance with LFUCG standards, responsiveness, and completion of the work within schedule.

The GRW/Bell Team also understands the importance of maintaining and documenting communication with property owners. We will work with the LFUCG DWQ closely to follow the protocol they have set in place and we will maintain a communication log with property owners to provide record of any contacts, discussions, or requests.



LEXINGTON
*Live Green*

The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget.

# Familiarity with LFUCG's Watersheds

***Summarize the firm's local knowledge of and/or experience with the Fayette County watersheds.***

## Team 3 - Town Branch & Wolf Run Watersheds

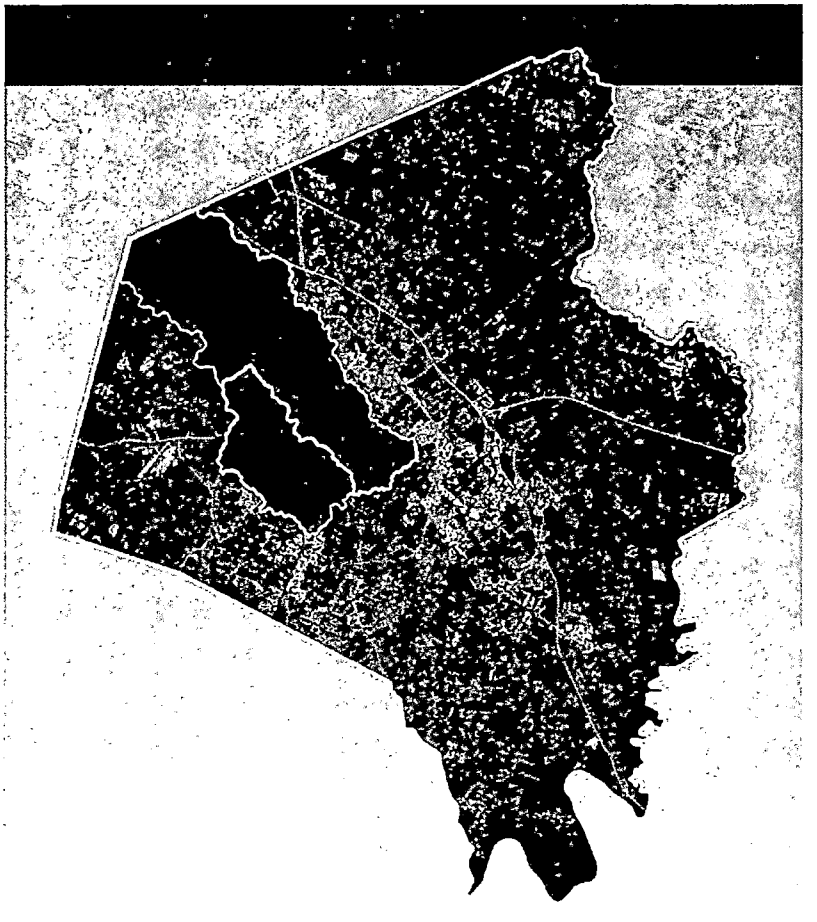
GRW has assembled a large and experienced team of water professionals for this assignment. We have numerous project managers and project engineers identified to enable concurrent completion of the five (5) anticipated projects. The Wolf Run and Town Branch Watersheds are largely developed inside the Urban Service Area, with some space along the corridor of Citation Boulevard remaining. Major construction challenges exist for projects in the upstream area of this watershed. Major arterial roadways in the watershed are Leestown Road, Citation Boulevard, and New Circle Road. Trenchless technology consideration will be taken full advantage of in the highly developed watershed area.

Communication with local residents and affected property owners will also be key to the successful completion of these projects. GRW will assign a project engineer as a liaison for property owners to directly contact during the duration of each project, both during the design and construction phase. They will coordinate such issues as gaining entry to property during the design phase, assisting the LFUCG during the easement acquisition process, coordination of road closures and traffic concerns, notifications of construction entry, coordination and communication issues with a contractor, and clean-up issues.

The liaison will also follow up with property owners prior to completion of the project to ensure their property has been responsibly restored to original condition.

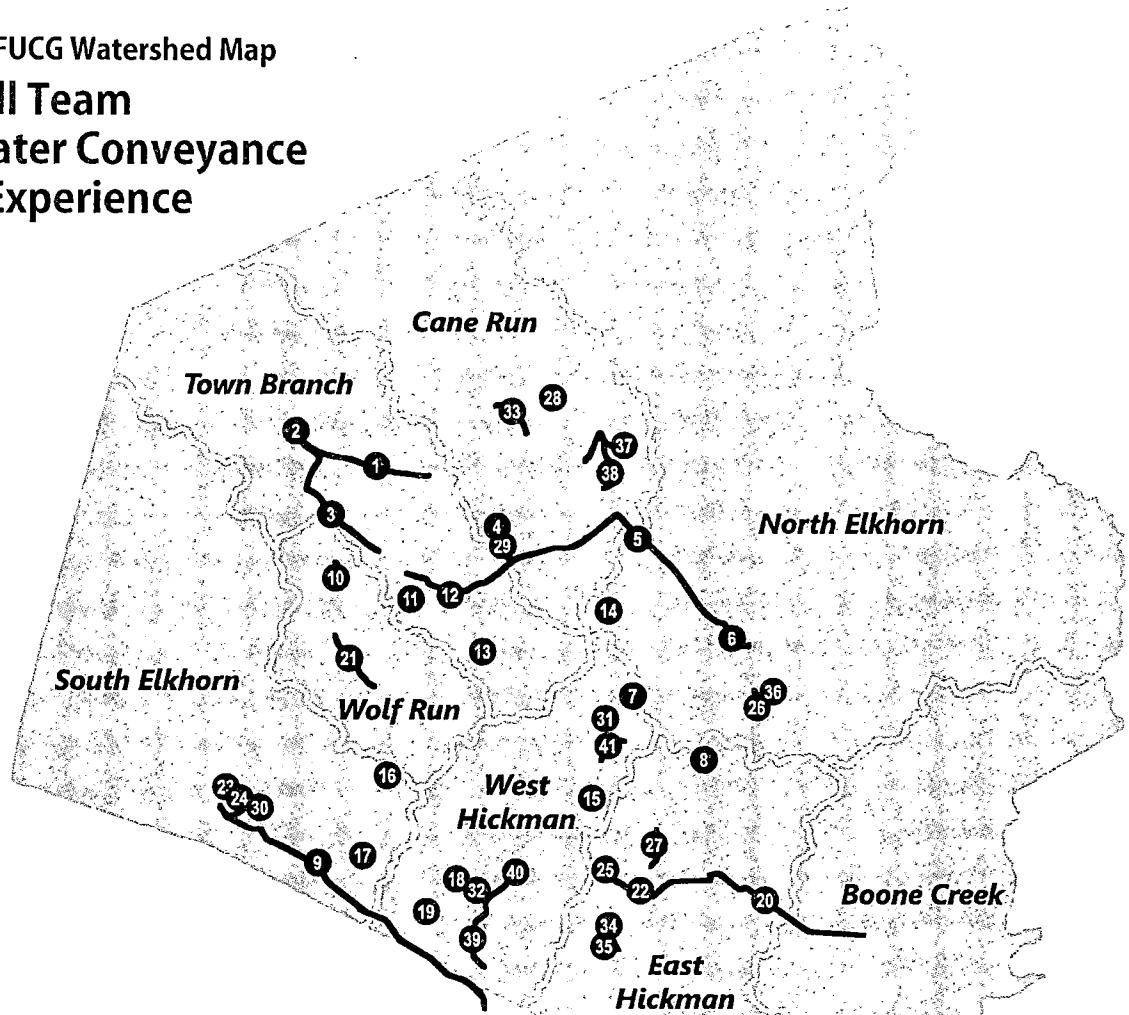
**Exhibit A** on the following page visually summarizes the experience the GRW/Bell Team, including Vision Engineering, have within each of the watersheds. As you can see, many of the projects crossover with large diameter force mains that pump across watershed boundaries.

Our team is 100% local, we know your staff, we know your procedures, we have the expertise on large-scale projects for you, and we have provided the depth of team you desire –All of these combined benefits makes us the best choice for the Team 3 - Town Branch and Wolf Run Watershed Design projects.



## Exhibit A | LFUCG Watershed Map

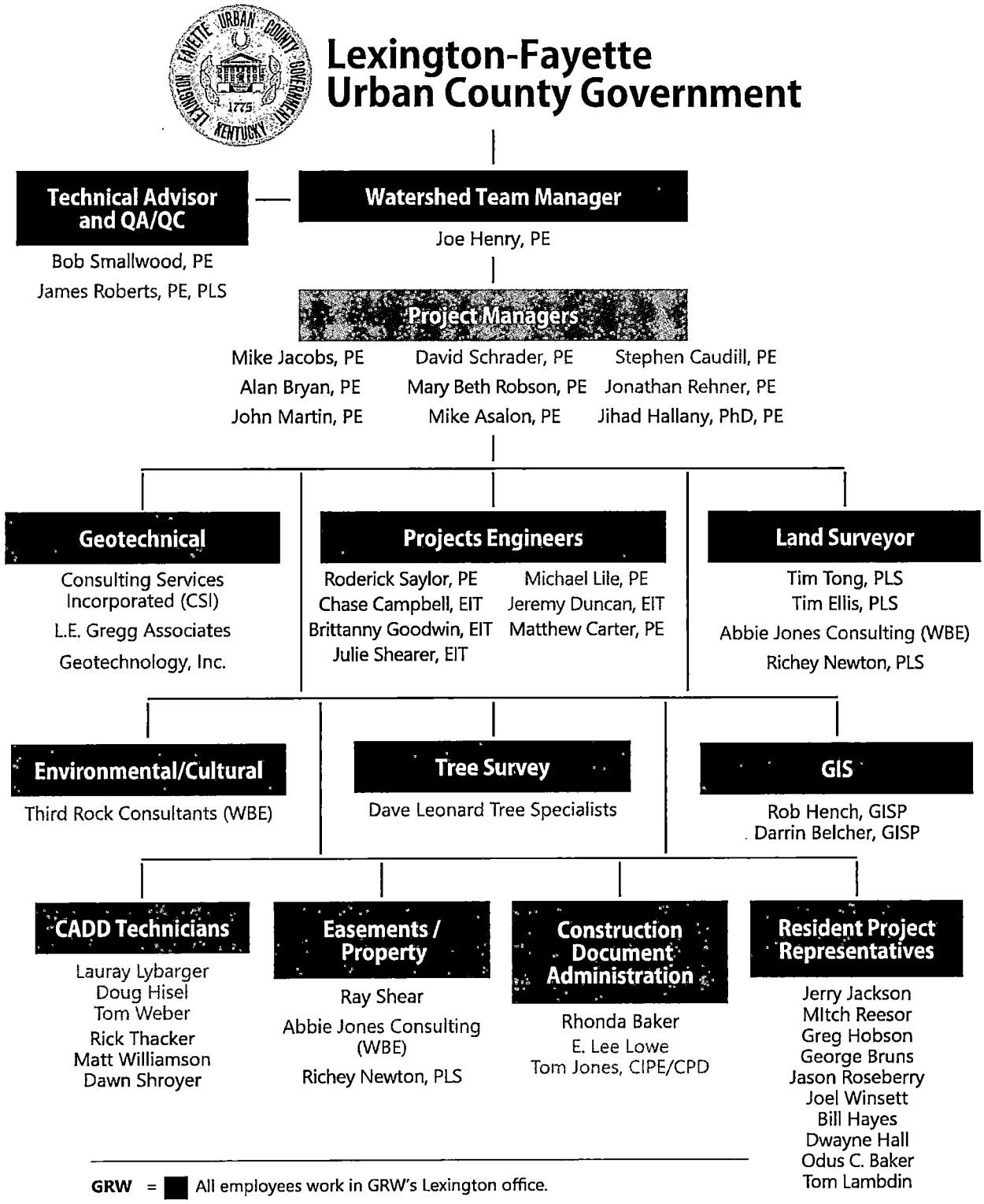
# GRW/Bell Team Wastewater Conveyance Project Experience




1. Lower Town Branch Trunk Sewer (GRW)
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5. North Elkhorn Force Main (GRW)
6. Expansion Area 2A Trunk Sewer & Force Main (GRW)
7. Wilderness Road Gravity Sewer (GRW)
8. Cadentown Sanitary Sewer (GRW)
9. South Elkhorn Trunk Sewer & Force Main (GRW)
10. Wolf Run Trunk Sewer A (Bell)
11. Vaughn Tobacco Gravity Sewer (Bell)
12. Manchester St. Relief Sewer (Bell)
13. Avenue of Champions Sewer (Bell)
14. Floyd Dr. Sanitary Sewer (Bell)
15. Lakeshore Island Sanitary Sewer(Bell)
16. Open Gates Estates Sanitary Sewer (Bell)
17. Brunswick Sanitary Sewer (Bell)
18. Wilson Downing Trunk Sewer (Bell)
19. Pickway Subdivision Sanitary Sewer (Bell)
20. Bluesky Parkway Force Main (Bell)
21. Wolf Run D & E Trunk Sewer (GRW)
22. East Hickman Trunk Sewer (GRW)
23. 4235 Harrodsburg Road Line B (Vision)
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28. Expansion Area 3-Gravity Sewer RPM (Vision)
29. Fed EX Sewer Extension (Vision)
30. Fountain Sewer Extension (Vision)
31. Idle Hour (Vision)
32. Lansdowne Preliminary Design RPM (Vision)
33. Lower Griffin Gate (Vision)
34. Overbrook Farm Line b (Vision)
35. Overbrook Farm (Vision)
36. Polo Club at Hamburg Place (Vision)
37. Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision)
38. Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision)
39. West Hickman B & C-RPM (Vision)
40. West Hickman Trunk D-RPR (Vision)
41. Woodhill Trunk Sewer (Vision)

# SECTION 4.0 | Local Resources/Capacity of the Firm & Resumes

# 4.0 Local Resources/Capacity of the Firm



## Relevant Local Project Team Members

As shown in our Organizational Chart on the previous page, the GRW/Bell team has drawn upon the talents of in-house design engineers – and those from several carefully selected subconsultants – to provide you with a team capable of addressing your project's needs. **The names on the chart serve as a list of the local project team members available for wastewater conveyance projects.**

## Office Locations: Lexington

Our overall Project Manager, Joe Henry, works in GRW's Lexington office. Also as noted on our organizational chart, all team members from GRW, Bell, and all subconsultants (Vision, Abbie Jones Consulting, Third Rock Consultants, David Leonard Tree Specialists, CSI, L.E. Gregg, and Geotechnology) are located in Lexington, KY-based offices.

## Commitment/Availability

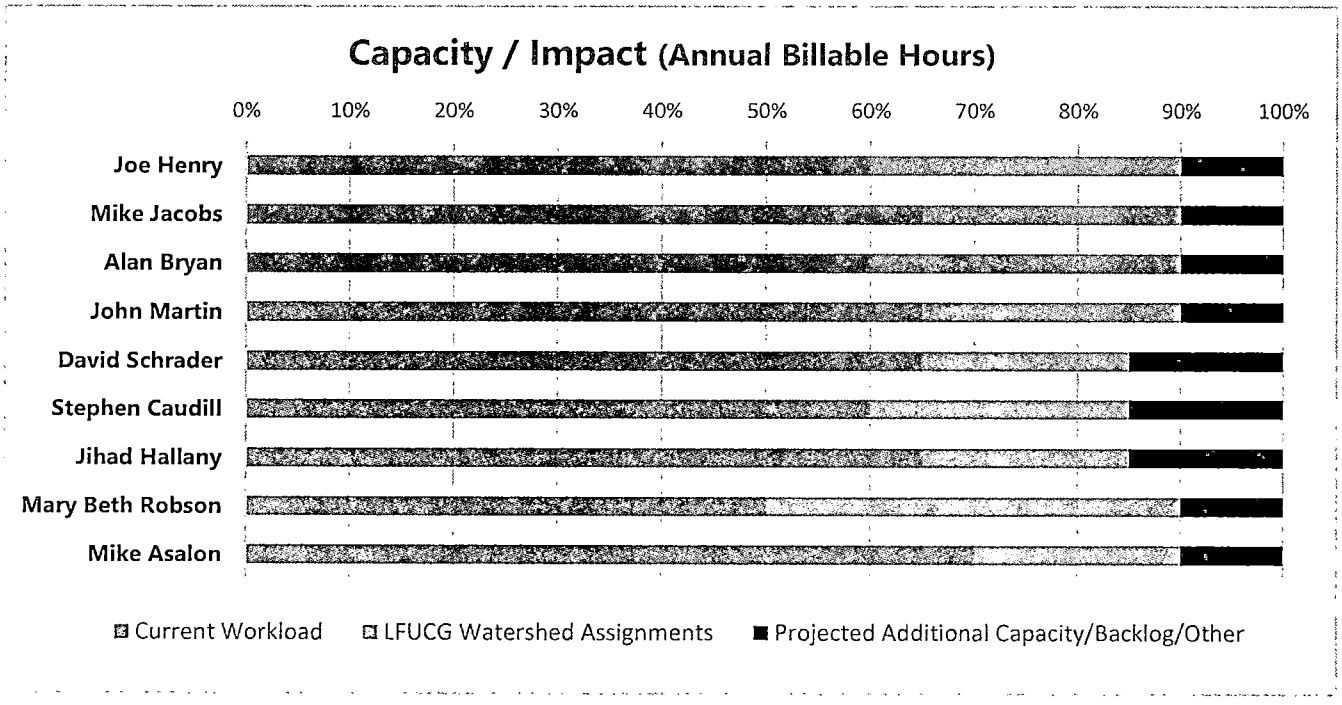
GRW – in association with Bell Engineering and our subconsultants – welcome the opportunity to work with LFUCG on your upcoming watershed projects. This team brings the capacity, commitment, and resources you need to:

- **Perform all the work to your expectations**
- **Complete your projects within the time limitations**

Each member of our assigned team is available to begin working with you immediately. We are prepared to commit the time and resources required for successful completion of your project in a timely manner. We would very much enjoy adding this assignment to our workload.

**The combined forces of GRW and Bell alone give us local resources of nearly 170 people,** representing a wide range of disciplines. Adding our subconsultants, the number of local employees nears 190.

The chart below further illustrates our team's resources and capacity to perform efficiently and effectively. Shown are the Project Managers responsible to LFUCG for getting your work done. They will ensure the critical path for each project is successfully completed. All additional assigned staff will complete their tasks according to schedule.



# Joe Henry, PE | GRW Watershed Team Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 34
Total: 39

**EDUCATION**
B.S., Civil Engineering, 1979, University of Kentucky

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

**REGISTRATION**
Professional Engineer:
KY (#13555), OH, TN, IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
American Water Works Association

Water Environment Federation

Kentucky Rural Water Association

RELEVANT PROJECT EXPERIENCE

**LFUCG North Elkhorn Watershed Force Main and Pumping Station (19 MGD), Lexington, KY** – Project Manager. Included 40,000 LF of new 30" and 36" force main.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Manager. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included two bores under I-75.

**LFUCG Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station, Lexington, KY** – Sr. Engineer. Included 12" to 30" gravity lines and 24" force main.

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Principal. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas, Lexington, KY** – Project Manager. Project included 31,500 LF of 8" gravity sewer; 5,000 LF of force main; and six new pump stations.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Principal. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Principal. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Manager.

**LFUCG South Elkhorn Pump Station Upsizing Improvements, Lexington, KY** – Project Manager.

**LFUCG West Hickman Wastewater Treatment Plant Administration Building Improvements and Expansion, Lexington, KY** – Principal.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Principal.

**LFUCG Sanitary Sewer Capability Study for Rural Service Area, Lexington, KY** – Project Manager.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Manager.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Principal.

**LFUCG Tucson Drive Area Flood Mitigation, Lexington, KY** – Principal.

**LFUCG Elam Park Area Flood Mitigation, Lexington, KY** – Principal.

# Mike Jacobs, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 18
Total: 25

**EDUCATION**
B.S., Civil Engineering, 1994, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#22043), OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

Water Environment Federation (WEA)

American Water Works Association (AWWA)

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Manager. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Engineer. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Harrodsburg South Interceptor Sewer, Harrodsburg, KY** – Project Engineer. 410 LF of 24" gravity sewer; 3,130 LF of 21" gravity sewer; 1,400 LF of 15" gravity sewer; 400 LF of 8-inch gravity sewer; and 15 manholes. Work included two highway bore and pavement surface restoration.

**Versailles Interceptor Sewer and Lift Stations, Versailles, KY** – Project Engineer. Provided approximately 30,000 LF of 8" to 30" gravity sewer; 9,939 LF of 14" and 10" PVC force main; 3,850 LF of 14-inch restrained PVC force main; and four new submersible wastewater lift stations.

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Manager. Approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area, as well as new 1,900 gpm pump station.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Manager.

**Versailles Methodist Home Lift Station Capacity Study, Versailles, KY** – Project Manager.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 3, Versailles, KY** – Project Manager. Approximately 32,000 LF of cured-in-place pipe and rehabilitation of 110 manholes.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 2, Versailles, KY** – Project Manager. Cleaning and video inspection of approximately 2,000 LF of 6" to 12" gravity sewer; 17,000 LF of 8" cured-in-place pipe and 69 manholes; and miscellaneous repairs/replacements to an additional 10,000 LF of line.

# Alan Bryan, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 22
Total: 27

**EDUCATION**
A.S., Mathematics and Physics, 1993, Lexington Community College

B.S., Civil Engineering, 1995, University of Kentucky

**REGISTRATION**
Professional Engineer:
KY (#20964), IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
NASSCO Pipeline Assessment & Certification Program

American Water Works Association

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Manager. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Manager. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**Paducah McCracken County Joint Sewer Agency Homewood Wet Weather Flow Equalization Facility, Paducah, KY** – Project Manager. New 0.5 MG wet weather flow equalization facility, 350 gpm pump station, and related gravity sewer (approximately 600 LF, 8"-15") to alleviate I/I flows.

**Paducah McCracken County Joint Sewer Agency Woodlawn Sanitary Sewer System, Paducah, KY** – Project Manager. Improvements to eliminate wet weather infiltration/inflow issues in low lying area with high groundwater. Work included expansion of each pump station to 1,200 gpm (limit of capacity of existing 10" force main), as well as larger wet wells, standby power, flow metering and SCADA instrumentation.

**East Kentucky Power Cooperative Wastewater Collection and Treatment System Improvements, Winchester, KY** – Project Manager. Study included evaluation of inflow and infiltration within collection system, and capacity of current and former treatment systems to determine systems could treat projected wastewater flows, as well as the inflow and infiltration. Selected alternative to upgrade existing below grade anaerobic/aerobic biological treatment system, including additional equalization storage and installation of gravity fed on-site leaching lateral chambers.

**Paducah McCracken County Joint Sewer Agency Woodlawn Wastewater Treatment Plant Improvements, Paducah, KY** – Project Manager.

**Frankfort Wet Weather Flow Storage (10 MG) and Pumping (20 MGD) Facilities, Frankfort, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Wastewater Treatment Plant Improvements (9 MGD), Paducah, KY** – Project Manager.

**Paducah McCracken County Joint Sewer Agency 22 MGD Terrell Street CSO Pump Station/Wastewater Treatment Plant Headworks Improvements, Paducah, KY** – Project Manager.

# John Martin, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 20
Total: 33

**EDUCATION**
B.S., Civil Engineering, 1986, Tennessee Technological University

**REGISTRATION**
Professional Engineer:
KY (#18389), TN, OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Manager.

**Frankfort Pumping Station (4.75 MGD), Force Main and Interceptor Sewer Improvements, Frankfort, KY** – Project Engineer. Included 7,000 LF of 30" gravity interceptor sewer, 14,300 LF of 18" and 20" force main (including two directional drilled crossings) routed through a heavily developed area to tie in with a new gravity sewer, and a 4.75 MGD triplex pumping station.

**LORCO Phase I Collector Sewer Project, Lorain County, OH** – Project Engineer. Approximately 50 miles of 8" and 10" collector sewers; 12" to 3" interceptor sewers; 3" to 16" force mains; 15 pumping stations ranging from 100 gpm to 2,300 gpm in capacity.

**Frankfort Prevention Park Pump Station Consolidation (P3C) Preliminary Engineering Report, Frankfort, KY** – Project Manager. Preliminary engineering report to determine most cost effective option to consolidate up to 9 pump stations in Prevention Park vicinity. Study will evaluate capacity of existing pump stations, location of new P3C, impacted downstream flow capacities, and possible new P3C force main at Kings Daughter Drive and US Highway 127.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Manager. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

**Frankfort West Frankfort Pump Station (7.2 MGD), Frankfort, KY** – Project Manager.

**Georgetown Municipal Water & Sewer Wastewater Treatment Plant No. 1 Upgrade and Expansion, Georgetown, KY** – Project Engineer.

**Kentucky Parks Wastewater Treatment Plant Renovations, Multiple Locations, KY** – Project Manager.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Manager.

**Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY** – Project Manager.

**Lawrenceburg Wet Weather Flow Storage (2 MG) and Pumping (2.5 MGD) Facilities, Lawrenceburg, KY** – Project Manager. A

**Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY** – QA/QC.

**Louisville MSD Derek R. Guthrie Water Quality Treatment Center Expansion (30 MGD), Louisville, KY** – Project Manager.

# Mary Beth Robson, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 31

**EDUCATION**
B.S., Chemical Engineering, 1988, University of Cincinnati

M.S., Environmental Engineering, 1990, University of Notre Dame

**REGISTRATION**
Professional Engineer: KY (#17628)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Stormwater Association

American Council of Engineering Consultants

National Society of Professional Engineers

Kentucky Society of Professional Engineers (past Bluegrass Chapter President)

LEED Green Associate Preparation, June 2010

Karst Stormwater Management, March 2010

Green Stormwater Management, May 2009

Water Surface Profile Computations using HEC-RAS, 2014

401/404 Permitting, 2014

Traffic Management Plan Training (KYTC) 2017

RELEVANT PROJECT EXPERIENCE

**LFUCG Idle Hour North Stormwater Improvements, Lexington, KY** – Project Manager. Approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Engineer. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements to complete critical section of boulevard roadway system.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Project Engineer.

**LFUCG Rogers Road Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Fort Sumter Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Liberty/Todds Road (KY 1927) Section 2, Lexington, KY** – Project Engineer.

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Manager.

**LFUCG Intersection Improvements at Lane Allen Road, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Old Todds Road, Lexington, KY** – Project Manager.

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Manager.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Manager

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer.

**Hodgenville Storm and Sanitary Sewer Improvements - Phase 2, Hodgenville, KY** – Project Engineer. Approximately 720 LF of various sizes of storm sewer pipe, headwalls, as well as approximately 1,280 LF of 6" and 8" gravity sanitary sewer cleaned, video inspected, and rehabilitated via CIPP.

# Mike Asalon, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 4
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2003, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#30322)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design solution for flooding prone area studied and modified in past with no resolution of flooding. Selected design alternative involved new inlets and storm sewer to bypass existing roadside ditch.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Engineer. Survey and design for 1,200 LF, 12-foot wide, shared-use trail and replacement of a pedestrian bridge with low water crossing to connect the Beaumont YMCA to Harrods Hill Park. Funding through TAP.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Manager. Developed and designed solution to alleviate drainage problems in historic neighborhood. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole. Technical memorandum along with drawings showing existing conditions, proposed site layout, and construction cost estimate were deliverables.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design of solution to alleviate drainage problems. Design of selected alternative involved installation of curb inlet at entrance to Unity Worship Center, surface inlet to capture stormwater from Haggard Court, and storm piping to connect to existing system.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Engineer. Design of approximately 410 feet of sidewalk and header curb to connect the sidewalk network between Cambridge Drive and Versailles Road. Includes surveys, preliminary and final design, preparation of easement and right of way drawings, as well as associated funding and regulatory paperwork. Funding through TAP.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Engineer. Design of approximately 1,400 LF of sidewalk along both sides of Rosemont Garden from Southland Drive to the existing sidewalk between Southport and Cherrybark. Scope includes items such as comprehensive stormwater study and analysis with design of header curb and storm catch basins as needed, intersection study to improve pedestrian access and safety, and retaining walls to minimize front yard disturbance, as well as coordination with another nearby sidewalk project.

**The Jockey Club Parking Lot Expansion, Lexington, KY** – Project Manager. Alternatives and concept design to add approximately 30 new parking spaces. Design required complete revamp of existing parking lot with new landscaping and handicap parking spaces, as well as relocation of one of The Jockey Club's entrances from Corporate Drive.

# Roderick Saylor, PE | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#28004), FL

RELEVANT PROJECT EXPERIENCE

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Engineer. Preliminary and final design, survey, contract documents, and cost estimates for improvements at three intersections: Pink Pigeon Parkway, Richmond Road, and Alumni Drive.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard from Deer Haven Lane to Todds Road. Project included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements.

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer. Involved 12,050 LF of 84" reinforced concrete pipe, including 7 cast-in-place junction manhole structures and a 120" diameter liner plate tunnel under a state highway; 670 LF of 8-inch sewer, 270 LF of 15-inch sewer, 400 LF of 16-inch sewer installed by pipe bursting an existing 12-inch pipe located under a detention basin, and 3340 LF of 21-inch sewer including directional drilling under an existing driveway.

**Asbury Theological Seminary Student Housing Complex, Wilmore, KY** – Project Engineer. Site design services for Asbury Theological Seminary's new multi-phase North Campus Housing Project located on a 31-acre site. Phase 1A storm sewers included 3,207 LF of pipe ranging in size from 15" to 30" in diameter. Phase 1B included 4,805 LF of pipe ranging in size from 8" to 48" in diameter, and Phase 2 consists of 2,915 LF of pipe ranging in size from 12" to 24" in diameter.

**Yazoo City U.S. Penitentiary and Satellite Camp, Yazoo City, MS** – Project Engineer. Design services for design-build delivery of certified LEED Gold, $182 million medium-security main complex (USP) and minimum-security prison camp (FPC). Storm sewer system included 14,781 LF of pipe ranging in size from 8" to 48" in diameter.

**Aliceville Federal Correctional Institution and Satellite Camp, Aliceville, AL** – Project Engineer. Design-build delivery of $196 million, LEED Silver women's medium-security Federal Correctional Institution (70-acre site) and minimum-security Federal Prison Camp (20-acre site). Storm sewer system included 20,521 LF of pipe ranging in size from 12" to 60" in diameter, 11 curb inlets, 115 drop inlets, 6 manholes and 10 headwalls.

**Louisville MSD Western Flood Pump Station Replacement (1.2 BGD), Louisville, KY** – Project Engineer. Design services for $15.9 million fast-track design-build project which replaced existing vertical turbine pumps and trash removal system at 1.2 BGD Western Flood Pump Station. Principle items of work include replacement of four 162,000 gpm pumps, three 54,000 gpm pumps, motor control center, trash removal system, HVAC system, bridge crane and roof.

**Louisville Water Company Conestoga Water Storage Tank (1.5 MG), Shepherdsville, KY** – Project Engineer.

# Chase Campbell, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 1
Total: 2

**EDUCATION**
B.S., Civil Engineering, 2015,
University of Kentucky

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Engineer. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**Paducah JSA Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY** – Project Engineer. Wet weather facilities to reduce occurrence of known recurring SSO on Crooked Creek interceptor and reduce occurrence of unknown (modeled) overflows on Perkins Creek interceptor. Project includes above ground 3 MG storage tank; 5 MGD wet weather pump station and valve vault; flow diversion structures; flow control vault; approximately 400 LF of 24" gravity sewer; 1,100 LF of 18" gravity sewer, 100 LF of 16" force main; 700 LF of 2" water service, and corresponding site improvements.

**Liberty Wastewater Treatment Plant Upgrade (0.64 MGD), Liberty, KY** – Project Engineer. Project includes new wet weather overflow pumping station, force main, 1.5 MG wet weather storage basin, replacement of existing chlorine disinfection facilities with new ultraviolet disinfection equipment, replacement of plant's motor control centers, and new SCADA system.

**Morehead State University Water Treatment Plant Residuals Solids Handling System Evaluation, Morehead, KY** – Project Engineer. Review and value engineering alternatives of previous design to improve treatment, handling, and disposal of water treatment plant's residual solids. Three opportunities for improvements, while minimizing construction costs, were identified: reduction in volume of large solids holding basin; reduction in pumping units, and dewatering facility simplification.

# Brittany Goodwin, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 3
Total: 7

**EDUCATION**
M.S., Environmental Engineering, 2016, Old Dominion University

B.S., Chemistry, 2012, Old Dominion University

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Engineer. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Engineer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Project Engineer. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of approximately 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Engineer. InfoWorks ICM model included 12 of City's pump stations; approximately 32,000 LF of force main; and 44,000 LF of gravity sewer main (not including additional pump stations, force main, and gravity sewers required to model improvement alternatives).

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Engineer. Scope includes replacement of existing pump station with new pump station with an ultimate capacity of 1,900 gpm; approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area.

**Harrodsburg Corning Forcemain, Harrodsburg, KY** – Project Engineer. Approximately 8,100 LF of 8" PVC force main to convey process wastewater flows from Corning glass manufacturing plant to different portion of City's system in order to mitigate sanitary sewer overflows in downtown area. Existing pumps within Corning facility pump wastewater flows.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Engineer.

**Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY** – Project Engineer.

**Frankfort Plant Board WTP High Service Pump Station Surge Analysis and Valve Replacement, Frankfort, KY** – Project Engineer.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Engineer. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

# Julie Shearer, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 2
Total: 5

**EDUCATION**
B.S., Civil and Environmental Engineering, 2014, University of Pittsburgh

**REGISTRATION**
Engineer-in-Training

**PROFESSIONAL AFFILIATIONS AND TRAINING**
KYTC Superpave Plant Technologist & Superpave Mix Design Technologist

RELEVANT PROJECT EXPERIENCE

**East Kentucky Power Cooperative Spurlock Power Plant Coal Pile Runoff Pond Supplemental Storage, Maysville, KY** – Project Engineer. Evaluation of existing conditions (storage capacity, watershed area, drainage network, force main capacities, etc.) and design and construction phase services to accommodate 10-year, 24-hour storm without overflow and to pass 100-year, 24-hour storm through combined pumping, storage and emergency spillway overflow.

**Christ Church New Property Conditional Use Permit, Nicholasville, KY** – Project Engineer. Assistance with planning, site preparation, and obtaining conditional use permit for purpose of constructing church facilities on approximately 14 acres of land in Jessamine County, KY. GRW prepared a final plat, as well as conceptual development plan, for submittal to Jessamine County.

**McDonalds Site Evaluation and Design** – Project Engineer. Includes site investigation reports, development plans and construction documents for more than 40 restaurants in Kentucky, Indiana, and Ohio. Many sites include biofiltration or underground detention, including a 5,000 cubic foot underground detention basin for the Harrodsburg Road McDonald's in Lexington.

**NYRA Belmont Park and Aqueduct Racetrack Improvements, Elmont and Queens, NY** – Project Engineer. Improvement projects at Belmont Park include: rebuilding main dirt track and two turf tracks (wider turf track allows for more turf racing and better surfaces); new pump house and complete irrigation system including a new irrigation pond to accommodate wider turf track; widening of training track from approximately 60 feet to range of 70 to 90 feet along with new outside rail and new safety rail on inside; and new three-bay vehicle wash facility. Track work at Aqueduct includes: rehabilitation of main/outer dirt track (5,940 feet/9 furlongs) by replacing existing surface and dirt surface; rebuilding of middle dirt track (5,280 feet/8 furlongs) with new stone base and new turf surface; and improvements at inner turf track (4,663 feet/7 furlongs).

**Rough River Dam State Resort Park Marina Relocation, Falls Of Rough, KY** – Project Engineer. Relocation of Rough River Dam State Resort Park marina (199 slips, head dock building with restrooms, food service, electric service, water and sewer). Construction at new marina includes: site infrastructure, re-establishing ramp access for new shore line; new anchoring system; site lighting for parking lot and access road adjacent to marina, and repairs to the marina structure.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Engineer. Planning and design services for 118,466 SF, mixed-use project. Work included preliminary development plan; cost estimates; zoning amendment submittal; mass grading plan; construction documents for shared access roads, sidewalks, retaining walls needed to create marketable sites, and utilities; and permitting assistance.

# David F. Schrader, PE

## PRINCIPAL-IN-CHARGE/PROJECT MANAGER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 20981
Ohio No. 72615
West Virginia No. 18569
Indiana No. 11011548
North Carolina No. 044733
Pretreatment Coordinator

## PROFESSIONAL AFFILIATIONS

WEF
KMUA

Mr. David F. Schrader, PE is a Principal in the firm and the Assistant Director of Bell's Engineering Department. He offers 26 years of experience serving as a client manager, process designer, project manager, and construction administrator on a variety of projects. Mr. Schrader has managed multi-million dollar water and wastewater treatment, collection and distribution projects and is a licensed Professional Engineer in the State of Kentucky.

## SELECTED PROJECT EXPERIENCE

Project manager for Wolf Run Trunk A sewer rehabilitation project including cured-in-place-pipe (CIPP) lining of 1,545 LF of 30-inch sewer and 165 vertical feet of manhole rehabilitation with Sprayroq lining for 12 manholes – Division of Water Quality (DWQ); Lexington-Fayette Urban County Government (LFUCG), KY

Project manager/lead engineer for the replacement of the 80 gpm Griffin Gate Pump Station on Newtown Pike with a new 225 gpm sanitary sewer pump station to address overflow issues experienced during high rain events – DWQ; LFUCG, KY

Project manager/lead engineer for the refurbishment and replacement of South Elkhorn Sewage Pump station that included a wet well, 5 submersible sewage pumps with room for a sixth for a firm capacity of 15 mgd, design of a new chemical feed system and new diesel backup generator and motor controls – DWQ; LFUCG, KY

Project manager/lead engineer for the Blue Sky Pumping Station Project evaluating and designing force main and pump station needs to serve the Blue Sky Rural Activities Center while eliminating the existing Blue Sky WWTP, included 26,000 LF of 10-inch force main– DWQ; LFUCG, KY

Project manager for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project manager for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project manager for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Engineer for the Midtown Sanitary Sewer Extension Project which included the replacement of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe - City of Somerset; Somerset, KY

Project manager for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

# James K. Roberts, PE, PLS

## QUALITY ASSURANCE/PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky
Value Engineering Training Workshop
CAD Production Technology & Workshop

## LICENSURE

Professional Engineer:
Kentucky No. 15736
West Virginia No. 13391

Professional Land Surveyor:
Kentucky No. 3010
West Virginia No. 1619

NASSCO PACP Certified

Mr. Roberts is a Principal in the firm and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the analysis of sewer collection and pumping systems (SSES) and brings over 41 years of experience in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. Additionally, he is a registered land surveyor and oversees surveying services provided by the firm.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project manager for Gettysburg Road Storm Sewer Improvements including analysis and design of replacement of undersized and collapsed section of trunk sewer – LFUCG; Lexington, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the rehabilitation of 2,320 linear feet of gravity sewer line and five manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

Project engineer for Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project manager for the Hickman SSES project which included a system-wide GPS mapping of manholes and pump stations, physical inspection and capacity testing of pump stations, smoke testing of selected lines, and review of recent smoke testing and closed-circuit television inspection – Hickman, KY

Project manager for Clay City SSES & Sewer Rehab project including repair and replacement of sewer lines and manholes – Clay City, KY

# Stephen H. Caudill, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 19888
Ohio No. 15904

Mr. Stephen H. Caudill, PE 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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

Principal-In-Charge and project manager for the Harmon Court Sanitary Sewer Improvements Project including the installation of 1,165 LF of 4-, 6-, and 8-inch PVC sewer – Georgetown Municipal Sewer & Water; Georgetown, KY

Principal-In-Charge and project manager for the Fairfax Way/Whigg Court Sanitary Sewer Improvement Project including rehabilitation of 2,750 LF of 8-inch sanitary sewer by cleaning, installing a 2.60 mm cured in place PVC liner and reestablishing lateral connections – Georgetown Municipal Sewer & Water; Georgetown, KY

Assistant project manager for the Radcliff Sanitary Sewer Projects which included the rehabilitation of 1,750 LF of new 8-inch PVC force main, 300 LF of new 15-inch gravity sewer, 1,300 LF of new 8-inch gravity sewer and a new 400 gpm station – HCWD No. 1

Project engineer for sanitary sewer rehabilitation project replacing manholes severely deteriorated from exposure to hydrogen sulfide through the construction of manholes cast with the concrete additive xypex and dura plate 100 lining in order to protect from hydrogen sulfide gas – Somerset, KY

# Michael A. Lile, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 32123

NASSCO PACP, MACP & LACP Certified

KYPipe (Basic, Advanced & Surge)

Mr. Michael A. Lile, PE has 8 years of civil and environmental engineering as well as land surveying experience. His background includes experience in planning, design and project management in many water and wastewater applications. Some of these include water and wastewater treatment, water distribution and wastewater collection systems, reservoir modeling and bathymetric surveying, AWWA distribution system water auditing, solids handling, sanitary sewer rehabilitation, and wastewater flow monitoring.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WRI_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Manager for 7 Phases of sanitary sewer collection system flow monitoring. Phases included systemwide monitoring, individual sewershed monitoring, rehab project verification monitoring, and project design development support monitoring. This project is used as a tool to identify, aid in design and, in some cases, verify construction projects for the Utility – Berea Municipal Utilities; Berea, KY

Project engineer for Powell Addition Sewer Project to eliminate health and sanitation issues by extending the existing collection system to the project area. The project will include approximately 10,500 LF 8-inch gravity sewer, 2,850 LF of 6-inch service line, two new pumping stations, 77 manholes, 150 LF of 6-inch force main and 150 LF of 4-inch force main – Paintsville Utilities Commission; Paintsville, KY

Project Manager for Faristown Industrial Drive Sanitary Sewer Extensions including the extension of 820 LF of 12-inch gravity sewer to a property in the Berea Industrial Park for future industrial use. The project required one road bore (-60 LF), the installation of four new manholes, and tie-in to an existing manhole.

# Jonathan S. Rehner, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

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

## LICENSURE

Professional Engineer:
Kentucky No. 34647

Mr. Rehner is a graduate of the University of Kentucky and Asbury University and has 5 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.

## SELECTED PROJECT EXPERIENCE

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 – Lexington-Fayette Urban County Government; Lexington, KY

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

Assistant project manager/project engineer 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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 Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project engineer for Campton Sewer Rehabilitation project including facilitation of the funding requirements, KYTC encroachment and DOW flood plain permits. The project allowed for point repairs on deteriorating sewers successfully reducing I/I by approximately 20% – Campton, KY

Project engineer for sewer main rehabilitation project including coordinating third party surveying crew along the different sewer rehabilitation corridors, design of gravity and force main sewage lines to increase the capacity of the system, obtaining all the necessary permitting such as KYDOW, KYTC encroachment permits, and floodplain permits – Hardin County Water District No. 1; Radcliff, KY

**Years of Experience:** 20

**Education**
Ph.D., Civil and Environmental Engineering, University of Louisville, Water Resources.
MS, 2009, Biosystems & Agriculture, University of Kentucky
BS, 1997, Civil Engineering, Water Resources and Structural, University of Kentucky

**Professional Qualifications**
Professional Engineer:
Kentucky # 22838
Indiana # 10403666
Ohio # 69566

# Jihad A. Hallany, Ph.D., P.E., Principal

**Principal-in-Charge/Project Manager**

PROFESSIONAL SUMMARY

Dr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. His specialization is in water resources, civil, and geographic information system (GIS) applications. Mr. Hallany has extensive experience in modeling, design, construction of public and private development, as well as regulatory compliance.

REPRESENTATIVE PROJECTS

- West Hickman Trunk B (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,900 linear feet of 48 inch RCP with 60 inch Hobas. Project begin at Veteran Pak and tie in point to West Hickman Trunk C at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 linear feet of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

- West Hickman Trunk C (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,600 linear feet of 42 inch RCP with 54 inch Hobas. Project begin at tie in point to West Hickman Trunk B and extend to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 linear feet of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget

- Expansion Area 3 Gravity Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Expansion Area 3 gravity sanitary sewer. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 linear feet of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pipe.

- Lansdowne Sanitary Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Lansdowne sanitary sewer. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing.

- Oak Grove Gaming and Racing (2018-Present): Served as a project manager and principal-in-charge for 250.4 acres development which consists of 5/8 mile horse track, 200,000 square feet of entertainment facility, 128 unit hotel, 3,000 seats amphitheater, 60,000 square feet of riding arena, RV park, and 560 horse sthals. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 10,800 linear feet of 8 inch and 10 inch sanitary sewer and the replacement of 400 gallons per minutes pump stations.

- Red Mile Development (2014 & 2019): Extension of sanitary sewer to serve 1,100,000 square feet of mixed used development for an area of approximately 65 acres. Services included detail survey, utilities locations, final design, approval from LFUCG and Kentucky Division of Water, construction administration, for approximately 6,200 linear feet of 8 inch and 10 inch sanitary sewer and 550 gallons per minutes pump station and approximately 1,900 linear feet of 10 inch force main.

- Ash Park Subdivision-Richmond (2018-Present): Served as a project manager and principal-in-charge for the development of 160 acres of subdivision, which consist of 18 acres of apartments, 30 acres of duplex, and 112 acres of single family development. Scope of services include detail survey, rock sounding, preliminary engineering design, detail design, resident inspector, and as-built survey for approximately 13,400 linear feet of 8 inch sanitary sewer.

**Years of Experience:** 23
**Education:**

University of Kentucky - B.S. Civil Engineering, 1994
University of Tennessee, Knoxville, Tennessee - Bachelor of Arts in Urban Studies, 1989

**Registration:**

Professional Engineer:
Kentucky (PE#21056), WV, TN, and NC.

# Matthew B. Carter, P.E.

**Project Manager**

PROFESSIONAL SUMMARY.....

Mr. Carter is a project manager at Vision Engineering since 2004 with experience in the areas of civil design, site development, storm sewer design, and construction administration.

REPRESENTATIVE PROJECTS.....

» The Fountain at Palomar (Present), served as the Project Manager for 16.4 acres of which 120,000 square feet of commercial development. Scope of services include detail survey, underground utilities location and depth, rock sounding, and engineering design for the extension of the sanitary sewer from the intersection of Man O War Boulevard with Harrodsburg Road to 4379 Old Harrodsburg Road 1,985 linear feet of 8 inch sewer line, 2,150 linear feet of 10 inch line, and 1,160 linear feet of 12 inch line and the upgrade of approximately 400 linear feet of 8 inch gravity line to 12 inch line

» FedEx Site Development, (2016-2017): Served as a project manager for approximately 52 acres of industrial development which consists of FedEx site and other industrial site at the Lexmark Campus. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 3,950 linear feet of 8 inch and 10 inch sanitary sewer.

» Spring House Development, Richmond (2018-2019), served as a Project Manager for 41 acres development of which 19 acres commercial and 22 acres of multi-family apartment complex (308 units). Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 3,200 linear feet of 8 inch and 900 linear feet of 12 inch sanitary sewer.

» 4235 Harrodsburg Road Development-Lexington (2018-Present): Served as a Project Manager for the 18 acres development of which 6 acres of commercial and 12 acres of single family and townhouses. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12 inch sanitary sewer.

» Polo Club at Hamburg Place, Lexington (2018), serves as a project manager for 5 acres assisted living facility, scope of services consists of the design of the site, infrastructures, sanitary sewer design, construction administration, and resident inspector for 1,300 linear feet of 8 inch sanitary sewer.

» Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2014). Served as project manager for the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex. Services included detail survey, utilities locations, coordination with existing tenant, final design, bidding, construction administration, inspections, construction staking, and as-built survey with easement.

» Wooldridge Garden Apartment, Versailles, (2018), served as a Project Manager for development of 156 units multi-family apartment. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 1,200 linear feet of 8 inch sanitary sewer.

# 5.0 References

Our team's three (3) references for similar work are listed below.

**Sanitation District No. 1**
1045 Eaton Drive
Ft. Wright, KY 41017
**Ralph Johnstone, Director of Design & Construction Management**
(859) 578-7450
rjohnstone@sd1.org
**Rob Schroeder, PE, Senior Project Manager**
(859) 547-1656
rschroeder@sd1.org
**Daniel Doss, PE, Project Engineer**
(859) 578-6755
ddoss@sd1.org

**City of Versailles**
P.O. Box 625
Versailles, KY 40383
**Brian Traugott, Mayor**
(859) 873-4581
btraugott@versaillesky.com
**Bart Miller, Public Works Director**
(859) 873-2245
bmiller@versaillesky.com
**Mitzi Delius, Utilities Manager**
(859) 873-2245
MDelius@cityhall.versaillesky.com

**Corbin City Utilities Commission**
1515 Cumberland Falls Highway
Corbin, KY 40701
**Ron Herd, PE, General Manager**
(606) 528-4026 Ext.100
ron.herd@corbinutilities.com

# SECTION 6.0 | Hourly Rates

# 6.0 Hourly Rates

| Employee Name | Job Title | Hourly Rate |
|---|---|---|
| Joe Henry, PE | Watershed Team Manager | $185.00 |
| David Schrader, PE | Senior Project Manager | $180.00 |
| Jihad Hallany, PE | Senior Project Manager | $180.00 |
| Mike Jacobs, PE | Project Manager | $170.00 |
| Alan Bryan, PE | Project Manager | $170.00 |
| John Martin, PE | Senior Project Manager | $180.00 |
| Mary Beth Robson, PE | Project Manager | $150.00 |
| Stephen Caudill, PE | Senior Project Manager | $180.00 |
| Johnathan Rehner, PE | Project Manager | $130.00 |
| Bob Smallwood, PE | Quality Assurance | $185.00 |
| James Roberts, PE | Quality Assurance | $185.00 |
| Mike Asalon, PE | Project Manager | $130.00 |
| Roderick Saylor, PE | Project Engineer | $130.00 |
| Brittany Goodwin, EIT | Project Engineer | $110.00 |
| Chase Campbell, EIT | Project Engineer | $110.00 |
| Julie Shearer, EIT | Project Engineer | $110.00 |
| Michael Lile, PE | Project Engineer | $130.00 |
| Jeremy Duncan, EIT | Project Engineer | $110.00 |
| Mathew Carter, PE | Project Engineer | $130.00 |
| Tim Tong, PLS | Surveyor Manager | $115.00 |
| Tim Ellis, PLS | Surveyor Manager | $110.00 |
| Abbie Jones, PE, PLS | Surveyor Manager | $115.00 |
| Richey Newton, PLS | Surveyor | $105.00 |
| 2-Man Survey Crew | Surveys | $160.00 |
| Rob Hench, GISP | GIS Manager | $180.00 |
| Darrin Belcher, GISP | GIS Specialist | $110.00. |
| Ray Shear, PLS | Easements | $100.00 |
| Rhonda Baker | Construction Admin | $65.00 |
| E. Lee Lowe | Construction Admin | $105.00 |
| Tom Jones, CIPE/CPD | Construction Admin | $100.00 |
| Lauray Lybarger | CADD | $90.00 |
| Doug Hisel | CADD | $90.00 |
| Tom Weber | CADD | $90.00 |
| Rick Thacker | CADD | $90.00 |
| Matt Williamson | CADD | $90.00 |
| Dawn Shroyer | CADD | $90.00 |
| Jerry Jackson | RPR | $70.00 |
| Mitch Reesor | RPR | $70.00 |
| Greg Hobson | RPR | $70.00 |
| George Bruns | RPR | $65.00 |
| Jason Roseberry | RPR | $70.00 |
| Joel Winsett | RPR | $65.00 |
| Bill Hayes | RPR | $65.00 |
| Dwayne Hall | RPR | $65.00 |
| Odus Baker | RPR | $60.00 |
| Tom Lambdin | RPR | $60.00 |

# SECTION 7.0 | Required Documents

# 7.0 Required Documents

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- LFUCG Addenda
- Firm Submitting Proposal Form
- Affidavit
- LFUCG MWDBE Participation Form
- LFUCG Statement of Good Faith Efforts?
- General Provisions
- Equal Opportunity Agreement
- Workforce Analysis Form
- GRW Affirmative Action Plan
- Copy of GRW Insurance Certificate

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

**Pre-proposal sign in sheets are attached.**

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER:

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019 Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.

On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 20121 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" ***if*** the company has yet to select

firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER:

Firm Submitting Proposal: GRW

Complete Address: 801 Corporate Drive, Lexington, KY 40503
Street City Zip

Contact Name: Joe Henry, PE Title: Vice President

Telephone Number: 859-223-3999 ext. 213 Fax Number: 859-223-8917

Email address: jhenry@grwinc.com

## AFFIDAVIT

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

1. His/her name is Brad Montgomery, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW, 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.

Brad Montgomery

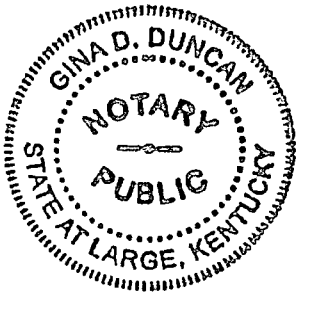
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brad Montgomery on this the 26th day of September, 2016.19

My Commission expires: 09-14-23

Gina D. Duncan
NOTARY PUBLIC, STATE AT LARGE



## LFUCG MWDBE PARTICIPATION FORM

**Bid/RFP/Quote Reference #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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. Abbie Jones Consulting<br>Abbie Jones, PE, PLS<br>1022 Fontaine Rd.<br>Lexington, KY 40502<br>859-559-3443<br>abbie@abbie-jones.com | WBE | Surveying | TBD* | TBD* |
| 2. Third Rock Consultants<br>Gerry Fister, PG<br>2526 Regency Road, Ste 180<br>Lexington, KY 40503<br>859-977-2000<br>gfister@thirdrockconsultants.com | WBE | Environmental | TBD* | TBD* |
| 3. Vision Engineering<br>Jihad A. Hallany, PhD, PE<br>128 E Reynolds Rd, Ste 150<br>Lexington, KY 40517<br>859-559-0516<br>jhallany@visionengr.com | DBE | Engineering & Surveying | TBD* | TBD* |
| 4. *GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms to meet your 10% utilization goal. At this time, we have been unable to find a VOSB firm offering services relevant to LFUCG's known scope of work for this project. If awarded this project and when the scope of work is further clarified after the investigation stage, we will endeavor to use a VOSB firm on your project to meet your goals. | | | | |

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.

GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms

GRW

**Company**

9/26/2019

**Date**

**Company Representative**

Vice President

**Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

__X__ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

__X__ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

__X__ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE 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.

GRW
**Company**

9/26/2019
**Date**

**Company Representative**

Vice 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, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

9/26/2019
Date

# EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Brad Montgomery

*Signature*

GRW

*Name of Business*

## WORKFORCE ANALYSIS FORM

**Name of Organization:** GRW Engineers, Inc.

| 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 | 24 | 1 | 21 | | | | 2 | | | | | | | | | 1 | 23 |
| Professionals | 96 | 75 | 17 | | 1 | | | | | 3 | | | | | | 78 | 18 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 38 | 28 | 9 | | | | | | | 1 | | | | | | 29 | 9 |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | 14 | 13 | 1 | | | | | | | | | | | | | 13 | 1 |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | 34 | 34 | | | | | | | | | | | | | | 34 | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 206 | 151 | 48 | | 1 | | 2 | | | 4 | | | | | | 155 | 51 |

**Prepared by:** Gayla Szak, Human Resources Manager **Date:** 9/1/2019

*(Name and Title)*

*Revised 2015-Dec-15*

DIRECTOR, DIVISION OF CENTRAL PURCHASING

# Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

# GRW Engineers, Inc.

## Lexington, KY

# GRW Affirmative Action Programs

**February 1, 2019 through January 31, 2020**
**Plan Year**

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**For Protected Veterans**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

## AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
## 41 C.F.R. § 60-300.44(a)

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;

3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or

4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

**Definitions.** For the purposes of this AAP, the term "Protected Veteran" shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or

2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a "disabled veteran," "recently-separated veteran," "active duty wartime or campaign badge veteran," and/or an "Armed Forces Service Medal Veteran" as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

## Review of Personnel Processes
## 41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.

3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.

4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.

5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:

    a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

## Physical and Mental Job Qualifications
## 41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:

   a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

   b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

   c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act ("ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation
## 41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.

3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
## 41 C.F.R. § 60-300.44(e)

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

## External Dissemination of Policy, Outreach, and Positive Recruitment
## 41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:

        i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;

        ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;

        iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;

        iv. The service officers of the national veterans' groups active in the area of GRW's establishment;

        v. Local veterans' groups and veterans' service centers near GRW's establishment;

        vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and

        vii. Any organization listed in the Employer Resources section of the National Resource Directory (*http://www.nationalresourcedirectory.gov/*), or any future service that replaces or complements it.

    b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:

        i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.

iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.

iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.

v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.

vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.

vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.

viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.

3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts
## 41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

## Internal Dissemination of Policy
## 41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.

2. GRW implements and disseminates this policy internally as follows:

   a. includes it in GRW's policy manual or otherwise make the policy available to employees; and

   b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.

3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:

   a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;

   b. Publicizing it in GRW's newspaper, magazine, annual report and other media;

   c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;

   d. Discussing the policy thoroughly in both employee orientation and management training programs; and

   e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

## Audit and Reporting System
## C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:

   a. Measures the effectiveness of GRW's AAP;

   b. Indicates any need for remedial action;

   c. Determines the degree to which GRW's objectives have been attained;

   d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;

   e. Measures GRW's compliance with the AAP's specific obligations; and

   f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.

2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

### 1. Identification and Responsibilities of EEO/AA Administrator
### 41 C.F.R. § 60-300.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Gayla Szak or the designated representative's duties include:

a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.

b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.

d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).

g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).

h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.

n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and

ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

## 2. Management Responsibilities
## 41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.

e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist subordinates and upper management in the prevention of harassment.

i. Show support for this AAP.

## Affirmative Action Training
## 41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.51% self-identified as a protected veteran. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;

2. The total number of job openings and total number of jobs filled;

3. The total number of applicants for all jobs;

4. The number of protected veteran applicants hired; and

5. The total number of applicants hired.

**See Protected Veterans Three Year Data Collection**

## BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45

**Benchmark:** The purpose of establishing benchmarks is to create a quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by GRW on an annual basis. GRW documents the hiring benchmark it has established each year. GRW retains these records for a period of three (3) years.

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**for**
**Individuals with Disabilities**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM
# FOR
# INDIVIDUALS WITH DISABILITIES

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 ("Section 503") and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
**41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;

3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or

4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

## Review of Personnel Processes
## 41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.

3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.

4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:

    a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## Review of Physical and Mental Job Qualifications
## 41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:

    a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

    b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

    c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation to Physical and Mental Limitations
## 41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
**41 C.F.R. § 60-741.44(e)**

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

## External Dissemination of Policy, Outreach, and Positive Recruitment
**41 C.F.R. § 60-741.44(f)**

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.

2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

i. the State Vocational Rehabilitation Service Agency ("SVRA"), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;

ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;

iii. the Department of Veterans Affairs Regional Office nearest GRW's establishment (*www.va.gov*);

iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (*www.earnworks.com*);

v. local Employment Network ("EN") organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (*www.yourtickettowork.com/endir*);

vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;

vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and

viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.

b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.

i. Formal briefing sessions held, preferably on GRW's premises, with representatives from recruiting sources. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW's selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW's official in charge of GRW's AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.

iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.

iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.

v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (*http://rsa.ed.gov/*), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.

vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.

3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.

4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts 41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

## Internal Dissemination of Policy

**41 C.F.R. § 60-741.44(g)**

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.

2. GRW implements and disseminates this policy internally as follows:

    a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and

    b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;

3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:

    a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;

    b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;

    c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;

    d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;

    e. discusses the policy thoroughly in both employee orientation and management training meetings;

    f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and

    g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## Audit and Reporting System

**41 C.F.R. § 60-741.44(h)**

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

**41 C.F.R. § 60-741.44(i)**

### 1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Gayla Szak or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).

f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).

g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.

j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.

n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

   i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);

   ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and

   iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

   Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.

ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## 2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.

e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist employees and other members of management in the prevention of harassment.

i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

j. Show support for GRW's AAP.

## Affirmative Action Training

**41 C.F.R. § 60-741.44(j)**

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.34% self-identified as an individual with disability. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

**See Individuals with Disabilities Three Year Data Collection**

## UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45

**41 CFR § 60-741.45 Utilization goals.** The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

**Goal:** OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in GRW's workforce.

**Purpose.** The purpose of the utilization goal is to establish a benchmark against which GRW measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2019

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

| PRODUCER | CONTACT NAME: |
|---|---|
| The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223 | PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Fire Insurance Company | 19682 |
| INSURER B: Hartford Casualty Insurance Company | 29424 |
| INSURER C: Sentinel Insurance Company Ltd | 11000 |
| INSURER D: XL Specialty Insurance Company | 37885 |
| INSURER E: Hartford Casualty Insurance Company | 29424 |
| INSURER F: Global Aerospace, Inc | 22480 |

INSURED
GRW Engineers Inc.
GRW Aerial Surveys
801 Corporate Drive
Lexington, KY 40503

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | 53RHUX00550 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 7WEIC7[illegible] | 03/01/2019 | 03/01/2020 | X PER STATUTE OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Professional Liability | | X | DPR9972461 | 03/01/2019 | 03/01/2020 | Per Claim/Agg | 5,000,000 |
| E | Equipment - AVC | | | 33MSZL9179 | 03/01/2019 | 03/01/2020 | Scheduled | 2,860,959 |
| F | Aviation Liability | | | 900006317 | 03/01/2019 | 03/01/2020 | Occurrence | 1,000,000 |

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

**CERTIFICATE HOLDER**

For Informational Purposes

**CANCELLATION**

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

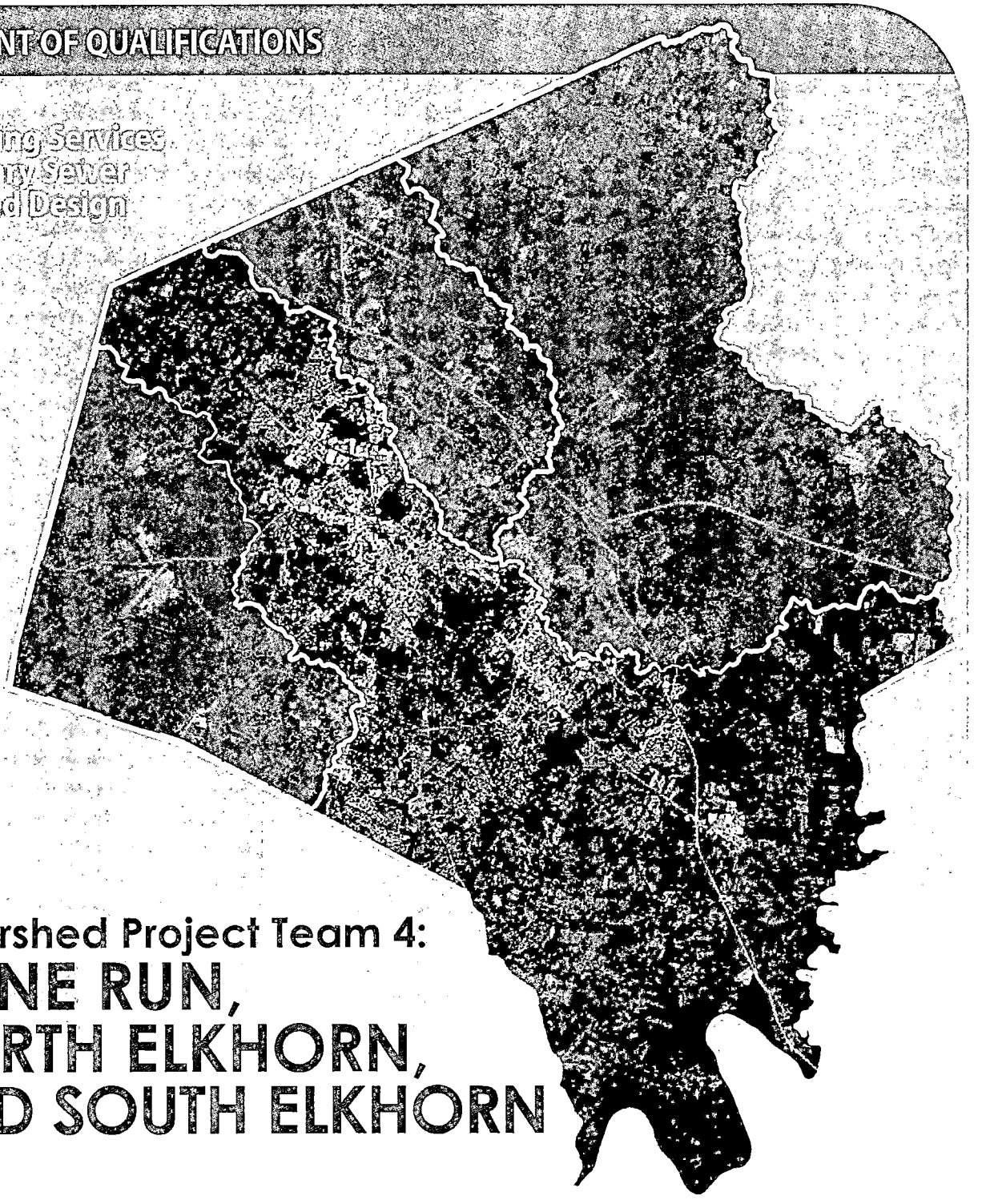
AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

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STATEMENT OF QUALIFICATIONS

Engineering Services for Sanitary Sewer Watershed Design



## Watershed Project Team 4:

# CANE RUN, NORTH ELKHORN, AND SOUTH ELKHORN

**RFP # 38-2019**

**Lexington-Fayette Urban County Government**

September 27, 2019

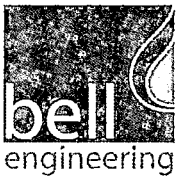
engineering | architecture | geospatial

in association with

bell engineering




*In association with*




# Statement of Qualifications

# Watershed Project Team 4: Cane Run, North Elkhorn & South Elkhorn

# Engineering Services
# Sanitary Sewer Watershed Design | RFP # 38-2019
# Lexington-Fayette Urban County Government

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**Section 4.0** Local Resources/Capacity of the Firm & Resumes

**Section 5.0** References

**Section 6.0** Hourly Rates

**Section 7.0** Required Documents

# COVER LETTER

**GRW** | engineering | architecture | geospatial
*801 Corporate Drive | Lexington, KY 40503*
*859.223.3999 | www.grwinc.com*

September 26, 2019

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

**Subject: RFP #38-2019 | Engineering Services for Sanitary Sewer Watershed Design (TEAM 4)**

Dear Mr. Slatin and Selection Committee Members:

Our team appreciates the opportunity to respond to the Lexington-Fayette Urban County Government (LFUCG)'s Request for Proposals for the services you need to complete the remaining RMP wastewater conveyance projects at the identified watersheds in your service area.

As you move forward with selection of consultants, GRW in association with Bell Engineering, would like to express our sincere interest in partnering with you to successfully complete these projects. **We are submitting proposals for ALL FOUR project areas. This SOQ addresses the work at:**

- **Watershed Project Team 4: Cane Run, North Elkhorn & South Elkhorn**

## CONTACT INFORMATION

**Main Contact**
Joe Henry, PE
859-223-2999, ext. 213
859-227-0246
jhenry@grwinc.com

**Notification of Results**
Please email:
info@grwinc.com

**The GRW/Bell Team Commitment to LFUCG:** The GRW/Bell Team understands the high expectations of the LFUCG Division of Water Quality and their RMP management consultant. We have assembled an experienced team of Project Managers and staff to complete these projects. Many of these team members have worked closely with you in the past and will provide the high-quality contract documents you expect. See Section 3.0 and 4.0 for information about our project team and our familiarity with your watersheds, as well as information about the GRW/Bell approach to completing your assignments.

**Familiarity/Experience with LFUCG Watersheds & Wastewater Conveyance:** The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget. Sections 2.0 and 3.0 included details about our experience – and well as details about our work with LFUCG. **We're also local:** Our entire team – from all Project Managers to all subconsultants – are located in Lexington, KY.

As you evaluate our submittal, please do not hesitate to contact us if you have any questions. You're embarking on an important project for the community; we're ready to work with you to meet your implementation schedules and required objectives.

Sincerely,

Joe Henry, PE
GRW Vice President

859-223-3999, ext. 213
jhenry@grwinc.com

# SECTION 1.0 | Firm Qualifications

# 1.0 Firm Qualifications

## Growing & Evolving for More than 50 Years

GRW is a multidiscipline design consulting firm offering full-service engineering, architectural, and geospatial capabilities. Founded in 1964 by G. Reynolds Watkins to provide water resources engineering, our employee-owned firm has grown to become nationally recognized and has offices in Indiana, Kentucky, Tennessee, and West Virginia.

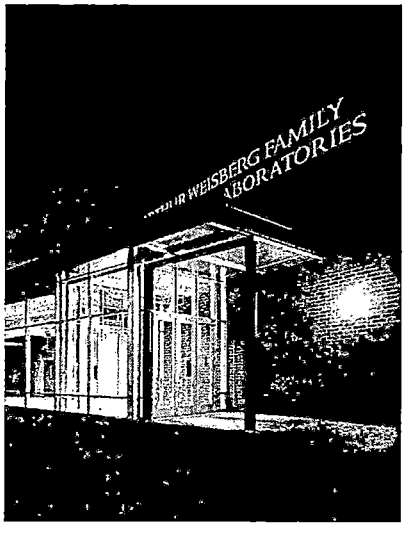


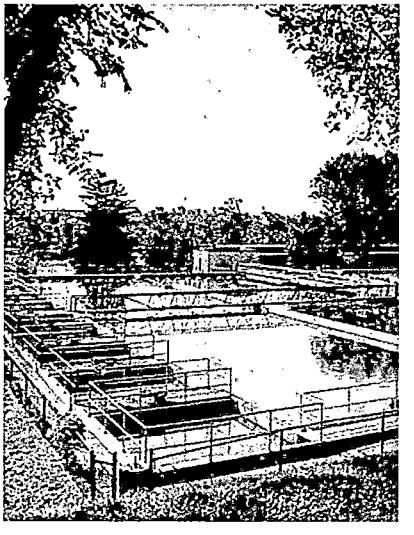

## In-House Multidiscipline Teams Promote Collaboration

Our project teams provide comprehensive technical expertise for all types of infrastructure design from planning and conceptual phases through construction administration and observation. GRW employs experienced water resources, mechanical, electrical, structural, transportation, and site/civil engineers; architects; landscape architects; and planners, as well as geospatial (surveying, GIS) professionals. This means our firm serves clients' needs ranging from roads/streets engineering to water, wastewater and stormwater engineering, as well as comprehensive building design and municipal planning.

### GRW Services Routinely Provided In-House:

- Water, Wastewater & Stormwater Engineering
- Surveying
- Aerial Mapping, GIS
- Construction Administration & Resident Project Representation
- Civil/Site Engineering
- Electrical/Instrumentation
- Engineering
- Architecture
- Mechanical Engineering
- Structural Engineering
- Landscape Architecture
- Funding Assistance from KIA to CDBG
- Transportation Engineering
- Sustainable Design
- Operations & Management Support
- Anti-Terrorist Force Protection / Physical Security
- Permitting

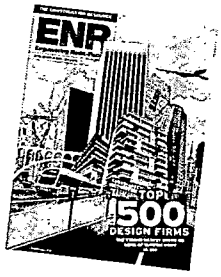






# A Few Things We're Proud Of

- **Award-winning Projects:** To date, 51-plus American Council of Engineering Companies (ACEC) Engineering Excellence Awards.
- **National Recognition:**
  - ✓ Since 1972, ranked in *Engineering News Record's* Top 500 Design Firms in the U.S.



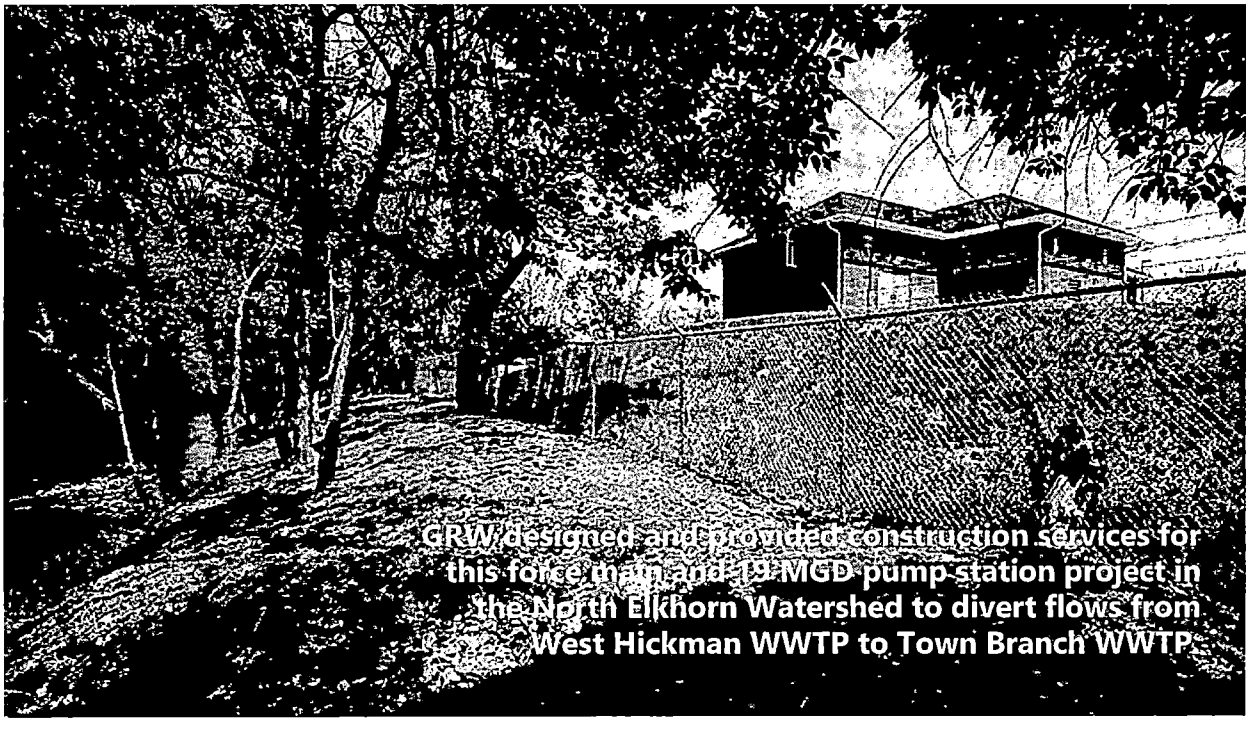

  - ✓ Listed among *Building Design and Construction's* Giants 300: the Top Architect-Engineer Firms.
  - ✓ **Our Clients:** Approximately 90 percent of our clients are repeat customers.

GRW understands that consulting engineering is a relationship business. We fully understand the importance of gaining your respect, proving our worth, and being there long after the successful project is completed.

# GRW Wastewater System Engineering Services

The planning and design of adequate water resources facilities are essential for communities to grow and attract new business – this is a cornerstone of GRW's service offerings. Whether we're expanding or improving an existing system or implementing a new facility or solution, our in-depth knowledge of applicable laws and regulations, combined with problem-solving design and the latest technology, enable us to optimize the planning, design, construction and startup of our clients' projects.

GRW has successfully completed several hundred sanitary sewer design projects, including collector sewers, interceptor sewers, force mains and pumping stations of all sizes and types. Our fully trained staff of engineers and technicians has worked on projects ranging from small diameter low pressure grinder pump systems (LPGPS) to small 8-inch residential collector sewers, gravity sewers up to 120 inches, force mains up to 48 inches, and wastewater pumping stations as large as 56 MGD. Many of these projects have been designed and constructed on or closely adjacent to private properties in neighborhoods, urban areas, industrial parks, and business districts. GRW is extremely aware of the sensitivity required when working in close proximity to these property owners and the importance of communication and cooperation with the impacted parties. We always aim to deliver high-quality design and specification documents with plans are clear, easy to understand.



GRW designed and provided construction services for this force main and 19 MGD pump station project in the North Elkhorn Watershed to divert flows from West Hickman WWTP to Town Branch WWTP.

We also are pleased to introduce our local teammate for your projects – **BELL ENGINEERING.**

Key professionals from Bell's Lexington, KY, office will be providing project management, project engineering, CADD support, and construction document administration, as well as technical advice and QA/QC assistance.

Founded in Lexington in 1914 by Howard K. Bell, Bell Engineering has earned a solid reputation as a provider of innovative engineering applications that fulfill community and industry needs around the country.

Originally operating as Howard K. Bell Consulting Engineers, Bell was the first consulting engineering firm in Kentucky and specialized primarily in water, wastewater and stormwater engineering. The firm's corporate headquarters remain in Lexington; there are branch offices in Hopkinsville, KY, and Asheville, NC.

From determining the best water quality solutions to finding safe, efficient and environmentally sound ways to manage wastewater resources, Bell offers a full range of engineering services for water and wastewater systems.

**Like GRW, Bell provides comprehensive wastewater engineering systems services**

## Related Design & Construction Services Routinely Provided by GRW & Bell

- Wastewater Facilities Plans and System Master Planning
- Computer Hydraulic Modeling
- Force Mains, Collector & Interceptor Sewers
- Infiltration/Inflow Abatement, Flow Monitoring & SSES Studies
- Sanitary Sewer Evaluation/Rehabilitation
- CSO Plans & Facilities
- Sanitary Sewer Overflow Plan Development
- Odor Control/Abatement
- Pumping Stations
- Public Relations Program Support
- Treatment Facilities
- Industrial Pretreatment & Treatment
- Sludge Treatment & Disposal
- Instrumentation/SCADA
- Capacity Management & Operations & Maintenance (CMOM) Compliance
- Cost Estimating & Financial/Rate Analysis
- O&M Manuals
- Operator Training & Start-Up Assistance
- Construction Administration & Resident Project Representation

# Subconsultants

To assist in meeting project delivery/schedule requirements – as well as to assist LFUCG in meeting its DBE goals – the GRW/Bell team includes the following subconsultants. Firms meeting DBE-certification requirements are noted.

### Geotechnical

- Consulting Services Incorporated (CSI)
- L.E. Gregg Associates
- Geotechnology, Inc.

### Land Surveyor

- Abbie Jones Consulting **(WBE)**
- Vision Engineering **(DBE)**

### Environmental/Cultural

- Third Rock Consultants **(WBE)**

### Tree Survey

- Dave Leonard Tree Specialists

Playing a key role on the team will be **VISION ENGINEERING (DBE).** Vision's team members are supporting our team's services related surveying, as well as project management, project engineering, easements and resident project representation. Located in Lexington since 2003, the firm specializes in water resources, civil, and geotechnical engineering, and surveying.

Vision has worked with LFUCG on numerous RPR projects and recently completed thousands of linear feet of sanitary sewer gravity line (survey, design, final design, easement acquisition, bidding, and construction administration); two of the most relevant projects are West Hickman Trunk B and West Hickman Trunk D, both completed on time and below budgets

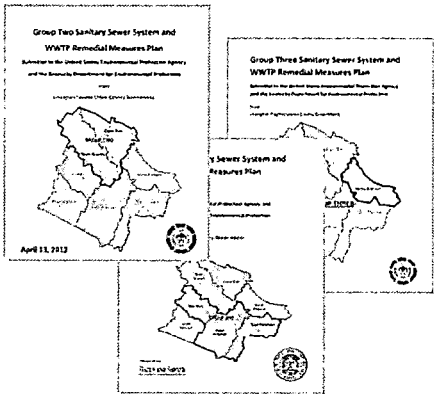
# SECTION 2.0 | Past Performance/ Experience

# 2.0 Past Performance/Experience

This section provides examples of wastewater conveyance projects completed by GRW, Bell and Vision.

**LFUCG RMP Wastewater Conveyance Projects**

- Wolf Run D & E Trunk Sewers
- Wolf Run Trunk A
- Brunswick & Floyd Drive Sanitary Sewers
- West Hickman Trunk B
- West Hickman Trunk C
- Expansion Area 3 Gravity Sewer
- Lansdowne Sanitary Sewer




**LFUCG non-RMP Wastewater Conveyance Projects**

- East Hickman Wet Weather Flow Storage, Pumping & Conveyance
- Expansion Area 2A Watershed Pump Station & Force Mains
- North Elkhorn Watershed Force Main & Pump Station
- Blue Sky Pump Station & Force Main
- Lower Town Branch Watershed Interceptor Sewers, Force Main & PS
- South Elkhorn Trunk Sewers & Force Mains
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

**Non-LFUCG Wastewater Conveyance Projects (last five years)**

- Hebron Area Sanitary Sewer Improvements, Sanitation District No. 1, Ft. Wright, KY
- Master Street Interceptor Relief Sewer, Corbin City Utilities, Corbin, KY
- Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY
- Veterans Memorial Force Main, Bowling Green Municipal Utilities, Bowling Green, KY
- Harrodsburg Corning Glass Forcemain, Harrodsburg, KY

## LFUCG RMP Wastewater Conveyance Projects

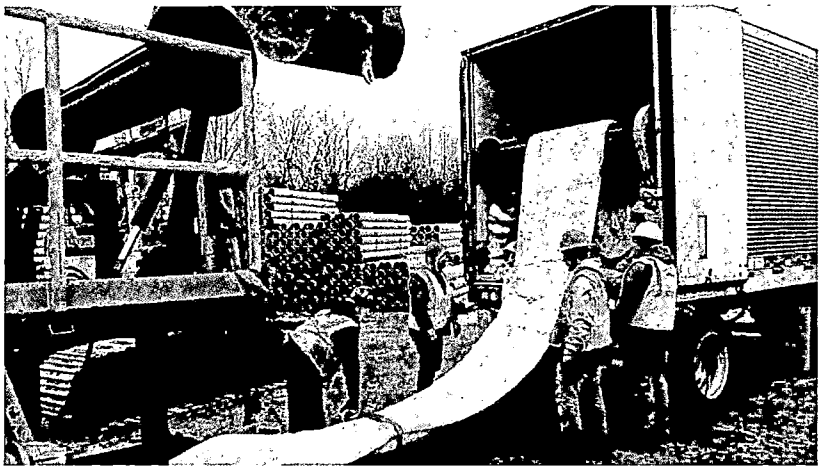
Proposed in LFUCG's Remedial Measures Plan and submitted to USEPA, these projects are deliverables of LFUCG's Consent Decree agreement, entered into with the U.S. Environmental Protection Agency, and the Kentucky Environmental and Public Protection Cabinet. Among the concerns to be resolved by these projects are increased volumes of sewer flows during wet weather events, resulting in overflows from the sewage collection system.

### Wolf Run D & E Trunk Sewers

LFUCG selected GRW to design replacement sewers for the existing Wolf Run trunk sewers D & E that fall under Group 1 outlined by the West Hickman, East Hickman, and Wolf Run watersheds. Wolf Run trunk sewers D & E are addressed as part of this project to help reduce SSOs within the Wolf Run watershed to ensure compliance with the Consent Decree. Wolf Run Trunk D includes installation of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes installation of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer. Construction for this project is planned to be complete by year 2021.

**Client Contact:** Bob Peterson, PE, Project Manager, LFUCG, (859) 425-2438, rpeterson@lexingtonky.gov

## Wolf Run Trunk A Sewer Rehabilitation

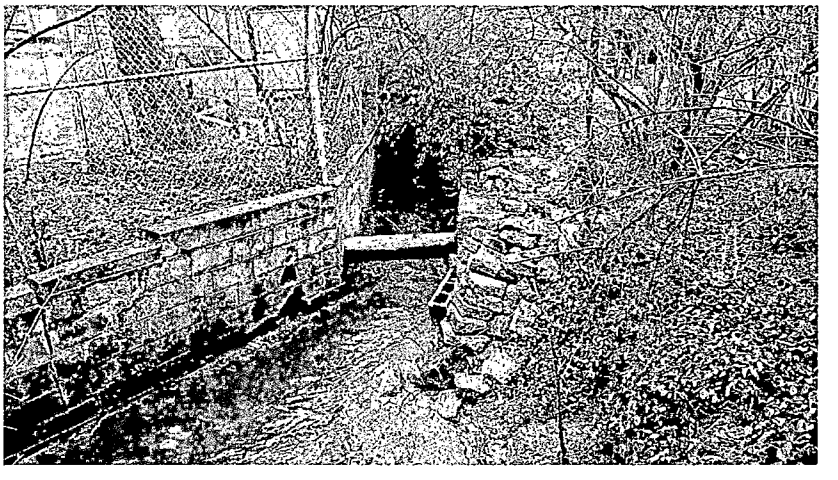


LFUCG selected Bell Engineering to complete the Wolf Run Trunk A sewer rehabilitation project. This was accomplished by cured-in-place-pipe (CIPP) lining of approximately 1,545 LF of 30-inch diameter sanitary sewer, including brick sewer, running from the old Wolf Run Pump Station at 755 Enterprise Drive at manhole WR1_1 to manhole WR1_95. In addition, approximately 165 vertical feet of manhole rehabilitation with Sprayroq lining system for 12 existing manholes. The project was funded through KIA. Based on flow monitoring results, the project reduced I/I by approximately 40%.

The Remedial Measures Plan identified the need for a 1.8 million gallon equalization tank and pump station to be located upstream of this project to alleviate peak flows and allow this section of trunk sewer to remain 30-inch.

**Client Contact**: T.J. Taylor, Project Manager; (859) 425-2400; LFUCG

## Brunswick & Floyd Drive Sanitary Sewers



LFUCG selected Bell Engineering to complete the Brunswick & Floyd Drive Sanitary Sewers rehabilitation project.

In the Floyd Drive area, roughly 600 LF of 8-inch sewer line and 3 manholes with evidence of I/I were eliminated. A new sewer line and manholes were installed which also eliminated two stream crossings, moved the line out of the flood plain and improved the system hydraulics.

At Brunswick Drive, an old pump station wetwell that held several feet of sewage prior to exiting the structure was eliminated by adding a new sewer line and manholes. The new line and manholes rerouted the sewer allowing for removal of the old wetwell. These upgrades also improved system hydraulics.

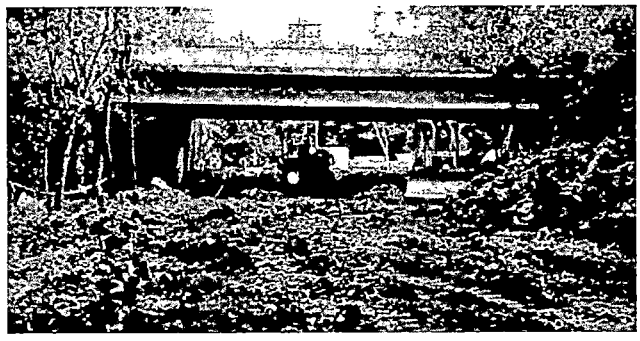
**Client Contact:** Craig Prater, CAP Program Manager; (859) 425-2446; LFUCG

## West Hickman Trunk B (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,900 LF of 48 inch RCP with 60 inch Hobas pipe for this LFUCG project. The project begins at Veteran Park and tie-in point to West Hickman Trunk C is at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 LF of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

## West Hickman Trunk C (RMP: 2017-2018)



Vision Engineering provided preliminary study, design, construction administration, and resident project representation services for the replacement of approximately 3,600 LF of 42 inch RCP with 54 inch Hobas pipe for this LFUCG project. The project begins at tie-in point to West Hickman Trunk B and extends to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 LF of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget.

## Expansion Area 3 Gravity Sewer (RMP: 2017)

Vision Engineering provided preliminary study and design services for the Expansion Area 3 gravity sanitary sewer project for LFUCG. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 LF of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pike.

## Lansdowne Sanitary Sewer (RMP: 2017)

Vision Engineering completed the preliminary study for the Lansdowne sanitary sewer project for LFUCG. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing

**Client Contact for the Above:** Mark Fisher, PE; Project Engineering Coordinator
LFUCG, (859) 425-2400, mfischer@lexingtonky.gov

# LFUCG non-RMP Wastewater Conveyance Projects

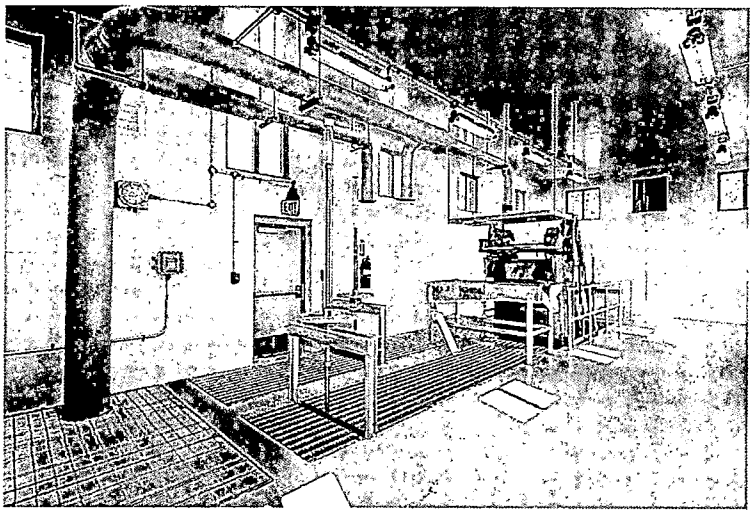
## East Hickman Wet Weather Flow Storage (6.0 MG) Pumping, (32.5 MGD) & Conveyance

GRW provided site assessment, preliminary and final design, easement acquisition, bidding assistance, and construction phase services, as well as KIA funding support services for the East Hickman wet weather storage, pumping facility, and force main project. Environmental services were also included.

GRW designed a 6.0 MG, prestressed concrete, wet weather storage tank, and associated 20.1 MGD dry weather pumping station and 12.4 MGD wet weather pumping station. These facilities allow LFUCG to collect and store a large volume of wastewater – usually during a rainstorm – that overwhelms the capacity of the existing pump station and gravity sewer, and cannot be conveyed immediately for treatment to the LFUCG West Hickman Wastewater Treatment Plant. **In addition to the storage tank and pumping facilities, the project included realignment of 10-inch Blue Sky force main, and connection to 30-inch force main; extension (245 LF) of the existing 48-inch East Hickman Trunk Sewer with Ipex Vortex flow insert for odor control; new 24-inch East Lake trunk sewer (1,060 LF); and miscellaneous 12-inch and 15-inch gravity sewers**

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Expansion Area 2A Watershed Pumping Station & Force Mains

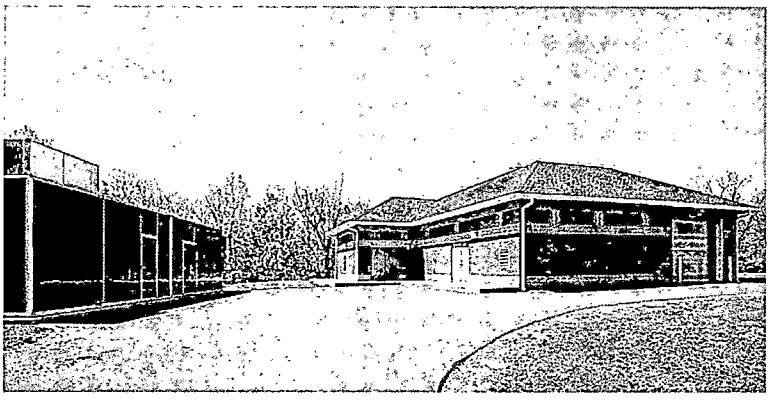


LFUCG's Expansion Area 2A had been identified for future development in the 2000 LFUCG Comprehensive Plan. Expansion Area 2A is generally located to the east of I-75 and south of Winchester Road (US 60). This sewer shed area consists of proposed developments (Hamburg East), existing developments (including the Hamburg Mall shopping center), and existing residential developments (such as Glenn Eagles, Blackford and part of Greenbriar).

The multiphase project includes a new 10 MGD pumping station; 4,800 LF of 24" force main; and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included a bore under I-75 for a 24" force main, and a 30" bore under I-75 for a 16" gravity sewer. The new gravity sewers allowed LFUCG to decommission five existing pump stations (Hamburg Farm, Man O' War, Greenbriar 1, Blackford and Gleneagles) by removing the stations and flowing by gravity to a new 48" gravity trunk sewer (constructed by a developer) which was extended into the new Expansion Area 2 A Pump Station.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## North Elkhorn Watershed Force Main & Pumping Station (19 MGD)

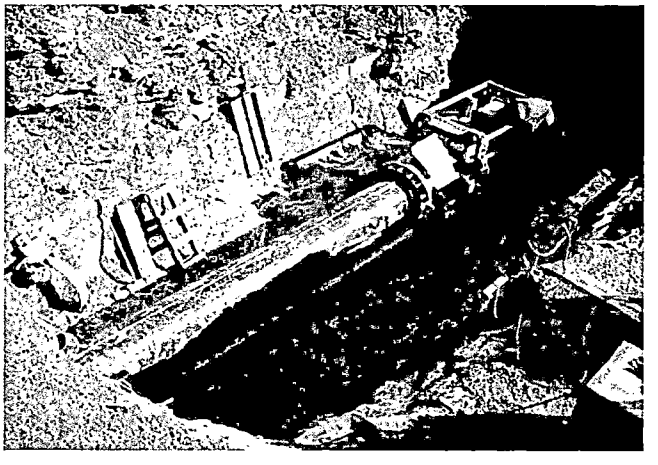


One of the key elements of the Lexington-Fayette County Urban Government's (LFUCG) long-range wastewater master plan is the diversion of existing and future wastewater flows from the high-growth West Hickman Creek Wastewater Plant drainage area to the Town Branch Wastewater Treatment Plant drainage area, which had available capacity.

To divert to the flows, GRW designed the 19 MGD North Elkhorn Watershed Pumping Station replacement and **new 30-inch and 36-inch force main.** Further, approximately 40,000 linear feet of 30-inch and 36-inch force main was constructed across the center of Lexington in a combination of private easements and crowded city streets. Several miles of force main were installed parallel to Interstate 75 and inside the interstate's right-of-way. GRW coordinated extensively with local elected officials, and state and federal agencies including the Kentucky Transportation Cabinet and the Federal Highway Administration.

**Client Contact:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

## Blue Sky Pump Station & Force Main



The Blue Sky WWTP Elimination project had been a longstanding environmental concern for Lexington and the Kentucky Division of Water. The Consent Decree provided a mechanism to resolve those concerns without establishing dangerous precedents that would not be in the best interests of ratepayers.

To identify the required capacity of the new Blue Sky Pump Station and Force Main, Bell Engineering completed a detailed evaluation of existing and future flows was conducted. LFUCG's 2011 Sanitary Sewer Remedial Measures Plan (RMP) included construction cost estimates that reflected the hydraulic impact of a pump station at Blue Sky. The peak pump station flow rate used was 435 gpm, which was derived from flow monitoring completed in 2010.

Three alternatives were developed to serve the Blue Sky RAC. Ultimately, LFUCG decided to implement the second alternative which included accommodating the existing flows at two WWTPs and underdeveloped and vacant land within the Blue Sky RAC. This alternative required an 800 gpm pump station at the Blue Sky WWTP site, **26,000 LF of 10-inch force main** and decommissioning two WWTP's. This project was completed with 100% KIA funding and included easement preparation and acquisition assistance for approximately 25 easements.

**Client Contact**: Steve Farmer, Project Manager, LFUCG, (859) 425-2404

## Lower Town Branch Watershed Interceptor Sewers, Force Main & Pumping Station

LFUCG constructed a major wastewater interceptor system and pumping station to serve a large undeveloped tract within its urban service area. This project allowed the existing Blackburn Correctional Complex and Federal Medical Center wastewater treatment plants to be eliminated/decommissioned; the new Lower Town Branch Pump Station now serves these two prisons. The force main of the pumping station also picked up several existing pumping stations in route to the treatment plant.

GRW conducted a land use analysis of the undeveloped land to determine the ultimate load on the interceptors and pumping station based on the zoning of the area. The flows from the existing treatment facilities were also analyzed.

A computerized hydraulic analysis of the entire system, from the interceptors to the treatment plant, was made. This analysis included the lift stations which were to be connected to the force main between the new pumping station and the treatment plant. Based on information from the hydraulic analysis, GRW designed **12-inch to 30-inch gravity lines and a 24-inch force main.** The initial capacity of the pumping station is 5.0 MGD, expandable to 7.5 MGD.

## South Elkhorn Trunk Sewers & Force Mains

The south section of the City of Lexington is the fastest growing area in Fayette County. New homes and subdivisions put increasing pressure on the private wastewater treatment plants that serve these subdivisions.

This project replaces three privately owned and operated wastewater treatment plants -- South Elkhorn Service Company Wastewater Plant, Monticello Estates Wastewater Plant, R.J. Reynolds Wastewater Treatment Plant, as well as three private pumping stations. The project included the construction of **approximately 40,000 LF of 42", 36", 30", 24", 18" and 15" gravity sewers and 21,000 LF of 24" force mains, transferring flow to the West Hickman Wastewater Treatment Plant drainage area.**

## Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas

This project consisted of a preliminary study and final design for the provision of sanitary sewer service to the remaining 800 existing unsewered properties within the Urban Service Area of Fayette County. Since 1974, the LFUCG has implemented a program to develop additional sanitary sewer service for the Urban Service Area and near 12,000 properties have been removed from septic tank service through the construction of new facilities. The remaining properties were identified and separated into three phases of design and construction. Phase I design has been completed and consists of **31,500 LF of 8-inch diameter gravity sewer, and 5,000 LF of force main** to connect several portions within the LFUCG Service Area to the existing sanitary sewer system. In addition, six new pump stations were designed and an existing pump station will be decommissioned.

The collector sewer portion of the sanitary sewers will be paid for by the property owners through an Assessment Bond and financed over 20 years. Extensive financial analysis was performed to determine the "fairshare" for the property owners. Construction is pending dependent upon availability of financing by the property owners and the LFUCG.

**Client Contact for the Above:** Charles Martin, PE, Director, Division of Water Quality, LFUCG, (859) 425-2455, chmartin@lexingtonky.gov

# Non-LFUCG Wastewater Conveyance Projects (last five years)

## Hebron Area Sanitary Sewer Improvements

### Sanitation District No. 1 | Ft. Wright, KY

Sanitation District No. 1 (SD1) selected GRW to provide services to evaluate, design, and oversee the construction of improvements to expand wastewater system capacity in the District's Hebron service area, in northern Boone County, near Covington, KY.

The rapidly growing area is served by a series of pump stations (Sand Run PS, Wyndemere PS, Thornwilde PS, IDI PS), which convey flows to the Dry Creek Wastewater Treatment Plant. Several of the pump stations were nearing capacity; GRW designed improvements for all four ranging from new facilities to renovations.

The project also includes major improvements to the existing force main and gravity sewer lines. Force main improvements include **extending an existing force main approximately 2,540 LF and constructing approximately 8,550 LF of new 16" diameter force main.** The improvements to the existing gravity sewer lines include **dig and replacing approximately 3,300 LF of 15" diameter sewer to 30" diameter sewer and approximately 1,600 LF of 8" diameter sewer with 12" diameter sewer.** This work will also include the replacement of approximately 12 manholes with larger 5-foot diameter manholes. GRW's engineering work will ensure the pump stations, along with associated force mains and gravity sewer lines receive improvements that maximize capacity and operational efficiency to better serve the area now and in the future.

**Design Completion:** 04/01/2017

**Client Contact:** Daniel Doss, PE, Project Engineer, Sanitation District No. 1, (859) 578-6755, ddoss@sd1.org

## Master Street Interceptor Relief Sewer

### Corbin City Utilities Commission | Corbin, KY

The City Utilities Commission (CUC) of Corbin, KY selected GRW to provide planning, design, bidding, and construction phase services for improvements to an existing gravity sewer system along Master Street (State Highway 312) in Knox County. The initial plan consisted of installing a new parallel sewer beside the existing 10" clay sewer that is located in the center turning lane of Master Street. The parallel sewer would eliminate the reoccurring sanitary sewer overflows (SSOs) that CUC had been experiencing. Upon initiating the field work it was determined that there would not be enough room, due to existing utilities, to install a parallel sewer. GRW worked with CUC on other route selections but CUC ultimately elected to **dig and replace the approximately 3,000 LF of 10" diameter clay sewer with a new 24" diameter PVC sewer line.** This new sewer line would be installed in the same location as the 10" sewer, in the middle of Master Street, but at a greater depth to eliminate a few shallow manholes. Additionally there will be 11 manholes replaced.

**Design Completion:** 09/01/2019

**Client Contact:** Ron Herd, PE, General Manager, Corbin City Utilities Commission, (606) 528-4026 Ext.100, ron.herd@corbinutilities.com

## Methodist Home Pump Station Basin Wastewater Capacity Improvements

### City of Versailles | Versailles, KY

To prepare for expected commercial and industrial development on the east side of Versailles, the City requested GRW evaluate the capacity of the Methodist Home Pump Station (MHPS) and the Big Sink Road drainage basins. Based on findings from the study, GRW was selected to provide design, construction administration and resident project representation services for wastewater system improvements needed to meet future demands and manage existing peak wet weather flows. Included:

- **Approximately 2,860 LF of new 18-inch gravity sewer along Lexington Road.**
- **Approximately 4,200 LF of 12-inch force main from the new MHPS to the new gravity sewer.**
- **Approximately 2,200 LF of new 24-inch gravity sewer parallel to the existing gravity sewer in order to increase the gravity sewer capacity in the Big Springs Park area.**
- Replace the existing MHPS with a new pump station with an ultimate capacity of 1,900 gpm. The new station will have a duel pump bay wet well allowing for pumping from the primary low flow wetwell with an overflow to a high flow wetwell side.

**Construction Completion:** 08/23/2018

**Client Contact:** Bart Miller, Public Works Director, City of Versailles, (859) 873-2245, bmiller@versaillesky.com

## Veterans Memorial Force Main

### Bowling Green Municipal Utilities | Bowling Green, KY

Bowling Green Municipal Utilities selected GRW to provide planning, design, bidding, construction administration, and resident project representative services for approximately **30,000 LF of new 24-inch PVC force main, including eight road crossings and one railway crossing** installed within bored steel encasement pipe, and seven stream crossings. The new force main will provide conveyance for over 6,000 gallons per minute of wastewater from four existing pump stations, and will include stub outs for future connections. The project also includes design and placement of odor control facilities at appropriate locations along the force main.

**Substantial Completion:** 2020

**Client Contact:** Scott Neighbors, Wastewater Engineering Project Manager, Bowling Green Municipal Utilities, (270) 782-1200, scott.neighbors@bgmu.com

## Harrodsburg Corning Glass Force Main

### City of Harrodsburg | Harrodsburg, KY

GRW provided design, construction administration, and resident project representative services for approximately **8,500 LF of 8-inch PVC force main** to convey process wastewater flows from the Corning glass manufacturing plant to the Western Trunk Interceptor Sewer to mitigate sanitary sewer overflows in the downtown area of Harrodsburg. Existing pumps within the Corning facility are used to pump the wastewater flows.

**Construction Completion:** 05/01/2017

**Client Contact:** Art Freeman, Mayor, City of Harrodsburg, (859) 734-7705 x106, afreeman@harrodsburgcity.org

# 3.0 Knowledge of LFUCG

## Introduction & Familiarity with LFUCG's Division of Water Quality

***Summarize the firm's institutional knowledge of and experience in working with LFUCG's DWQ.***

GRW and Bell Engineering have worked with the City of Lexington and Fayette County since the inception of their companies, 1964 and 1914, respectively. GRW and Bell are both Lexington-based companies with nearly 170 combined employees located in Lexington. Our firms were founded as water and wastewater engineering firms to serve municipal clients such as the LFUCG. Several of our subconsultants, Vision Engineering, Abbie Jones Consulting, and Third Rock Consultants also Lexington-based and have worked with LFUCG on numerous projects. **Exhibit A** on the last page of this section shows a portion of the many medium-, small-, and large-scale LFUCG wastewater conveyance projects GRW and Bell, as well as Vision Engineering, have completed, collectively.



Our **Watershed Team Manager, Joe Henry**, has been working with the LFUCG on wastewater conveyance projects since he began his career with GRW in 1980. His first experience with the LFUCG was the original South Elkhorn Trunk Sewer and Force Main project in the early 1980's. The entire GRW/Bell Team have also worked on numerous LFUCG wastewater conveyance projects and many recent RMP projects, such as the Wolf Run Trunk Sewers, West Hickman Trunk Sewers, and many other non-conveyance RMP projects.

The GRW/Bell Team's – along with Vision Engineering's – recent work history is summarized in **Table A** starting below and continuing on the following page. This table lists projects, key employees that worked on them, and what role the responsible firm had on each.

### Table A | LFUCG Wastewater Conveyance Project Experience

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **1.** Lower Town Branch Trunk Sewer (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **2.** Bracktown Sanitary Sewers (GRW) | J. Henry | P, D, CA |
| **3.** Lower Town Branch Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **4.** Adcolor Dr. Sanitary Sewer (GRW) | J. Henry, B. Goodwin | P, D |
| **5.** North Elkhorn Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **6.** Expansion Area 2A Trunk Sewer & Force Main (GRW) | J. Henry, A. Bryan | P, D, CA |
| **7.** Wilderness Road Gravity Sewer (GRW) | J. Henry | P, D, CA |
| **8.** Cadentown Sanitary Sewer (GRW) | J. Henry | P, D, CA |
| **9.** South Elkhorn Trunk Sewer & Force Main (GRW) | J. Henry, B. Smallwood | P, D, CA |
| **10.** Wolf Run D & E Trunk Sewer (GRW) | M. Jacobs, C. Campbell, T. Tong | P, D, CA, RPR |
| **11.** East Hickman Trunk Sewer (GRW) | A Bryan, B. Goodwin, T. Tong | P, D, CA, RPR |
| **12.** Wolf Run Trunk Sewer A (Bell) | D. Schrader, J. Roberts; M. Lile | P, D, CA |

| Project (Firm Responsible) | Key Employees | Firm Role/Services Provided [1] |
|---|---|---|
| **13.** Avenue of Champions Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **14.** Floyd Dr. Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **15.** Lakeshore Island Sanitary Sewer (Bell) | J. Roberts | P, D, CA, RPR |
| **16.** Brunswick Sanitary Sewer (Bell) | J. Roberts , D. Schrader, J. Rehner | P, D, CA |
| **17.** Blue Sky Parkway Force Main (Bell) | D. Schrader, S. Caudill, M. Lile | P, D, CA |
| **18.** 4235 Harrodsburg Road Line B (Vision) | M. Carter, R. Newton, T. Lambdin | P, D, CA, RPR |
| **19.** 4235 Harrodsburg Road Line A (Vision) | J. Hallany, R. Newtown | P, D, CA, RPR |
| **20.** Century Hill (Vision) | O. Baker, T. Lambdin | RPR |
| **21.** Costco Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker | P, D, CA, RPR |
| **22.** East Lake RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **23.** Expansion Area 3-Gravity Sewer RPM (Vision) | J. Hallany, R. Newtown | P, D, |
| **24.** Fed EX Sewer Extension (Vision) | M. Carter, R. Newton, O. Baker, T. Lambdin | P, D, CA, RPR |
| **25.** Fountain Sewer Extension (Vision) | J. Hallany, R. Newtown | P, D |
| **26.** Idle Hour (Vision) | O. Baker, T. Lambdin | RPR |
| **27.** Lansdowne Preliminary Design RPM (Vision) | J. Hallany, R. Newton | P |
| **28.** Lower Griffin Gate (Vision) | T. Lambdin, O. Baker | RPR |
| **29.** Overbrook Farm Line b (Vision) | J. Hallany, M. Carter | P |
| **30.** Overbrook Farm (Vision) | J. Hallany, M. Carter | P |
| **31.** Polo Club at Hamburg Place (Vision) | M. Carter, R. Newton, Clay Tackett | P, D, CA, RPR |
| **32.** Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision) | T. Lambdin, O. Baker | RPR |
| **33.** Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision) | T. Lambdin, O. Baker | RPR |
| **34.** West Hickman B & C-RPM (Vision) | J. Hallany, M. Carter, R. Newtown, O. Baker, T. Lambdin | P, D, CA, RPR |
| **35.** West Hickman Trunk D-RPR (Vision) | O. Baker, T. Lambdin | RPR |
| **36.** Woodhill Trunk Sewer (Vision) | O. Baker, T. Lambdin | RPR |

**[1] Key:**
P=Preliminary Study
D=Design
CA=Construction Administration
RPR=Resident Project Representation

# GRW/Bell Team Approach

The GRW/Bell Team understands the high expectations of the LFUCG DWQ and their RMP management consultant. We have assembled a large experienced team of goal-oriented Project Managers and staff to complete these projects in a timely manner. Many of our staff have also worked closely with you in the past and will provide the high-quality contract documents you expect: clear to understand, compliant with regulations and your standards, and realistically constructible for optimum bid prices.

The GRW/Bell Team understands **first**, we must comply with the LFUCG DWQ RMP Implementation Schedule for success. We will coordinate with the LFUCG DWQ early on and identify which watershed projects will require the greatest challenge in right-of-way/easement acquisition. We understand the critical path for successful completion of any conveyance project is the acquisition of all required property and easements in a timely fashion. We will then develop realistic and detailed schedules for your tracking of our progress on these projects.

To achieve success on each project, the GRW/Bell Team will focus on the following:

1. Alignment - Maximize use of available public right-of-way and minimize easements.
2. Identify easements and property acquisitions early on for early preparation and document delivery to LFUCG DWQ.
3. Minimize tree disturbance.
4. Identify and resolve permitting concerns, such as hazardous materials, cultural resource, archeological, endangered species, and aquatic habitat challenges.
5. Provide optional alignments and ultimately, recommend a final route for each project.
6. Technical Memorandum No. 1 is first submitted for approval and then Technical Memorandum No. 2 is submitted for approval.

Coordination and uniform methodology in these steps is critical for timely completion of these design projects. We will establish a schedule at the initiation of an individual project and adhere to the schedule until construction is complete. Once Technical Memorandum No. 2 is approved by the LFUCG DWQ, the GRW/Bell Team will move forward to complete the design. The GRW/Bell Team will work together to provide a uniform product. Our Watershed Manager, Joe Henry, will be responsible for all aspects of coordination, compliance with LFUCG standards, responsiveness, and completion of the work within schedule.

The GRW/Bell Team also understands the importance of maintaining and documenting communication with property owners. We will work with the LFUCG DWQ closely to follow the protocol they have set in place and we will maintain a communication log with property owners to provide record of any contacts, discussions, or requests.



LEXINGTON
*Live Green*

The GRW/Bell Team members have worked very closely on high profile projects with the LFUCG DWQ in the past. We have a high degree of knowledge of your programs, the project requirements, and your expectations. The GRW/Bell Team of highly skilled professionals will deliver the quality you demand and in a timely manner and within the projected budget.

# Familiarity with LFUCG's Watersheds

***Summarize the firm's local knowledge of and/or experience with the Fayette County watersheds.***

## Team 4 - Cane Run, North Elkhorn & South Elkhorn Watersheds

GRW has assembled a large and experienced team of water professionals for this assignment. We have numerous project managers and project engineers identified to enable concurrent completion of the four (4) anticipated projects. The Cane Run Watershed has significant space for continued development inside the Urban Service Area. The North Elkhorn Watershed is largely developed to the west, however, room for development does exist outside of I-75. A large portion of the North Elkhorn Watershed is in the Rural Service Area. The South Elkhorn Watershed is heavily developed inside the Urban Service Area.

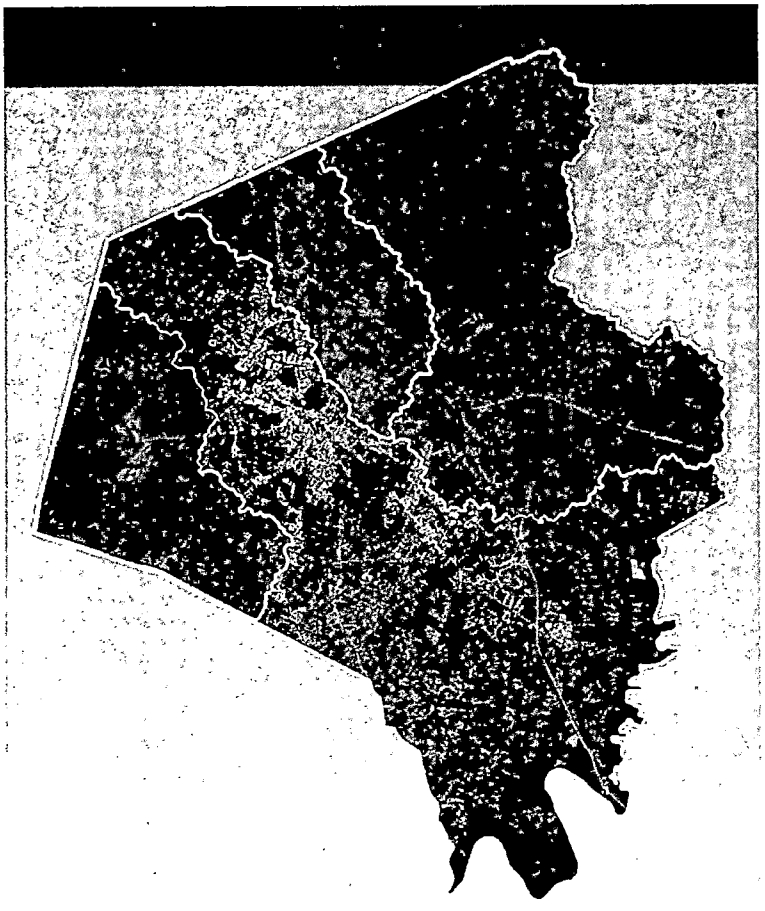
- Major construction challenges exist for projects in these highly developed areas. Trenchless technology consideration will be taken full advantage of in the highly developed watershed area.

Communication with local residents and affected property owners will also be key to the successful completion of these projects. GRW will assign a project engineer as a liaison for property owners to directly contact during the duration of each project, both during the design and construction phase. They will coordinate such issues as gaining entry to property during the design phase, assisting the LFUCG during the easement acquisition process, coordination of road closures and traffic concerns, notifications of construction entry, coordination and communication issues with a contractor, and clean-up issues.

The liaison will also follow up with property owners prior to completion of the project to ensure their property has been responsibly restored to original condition.

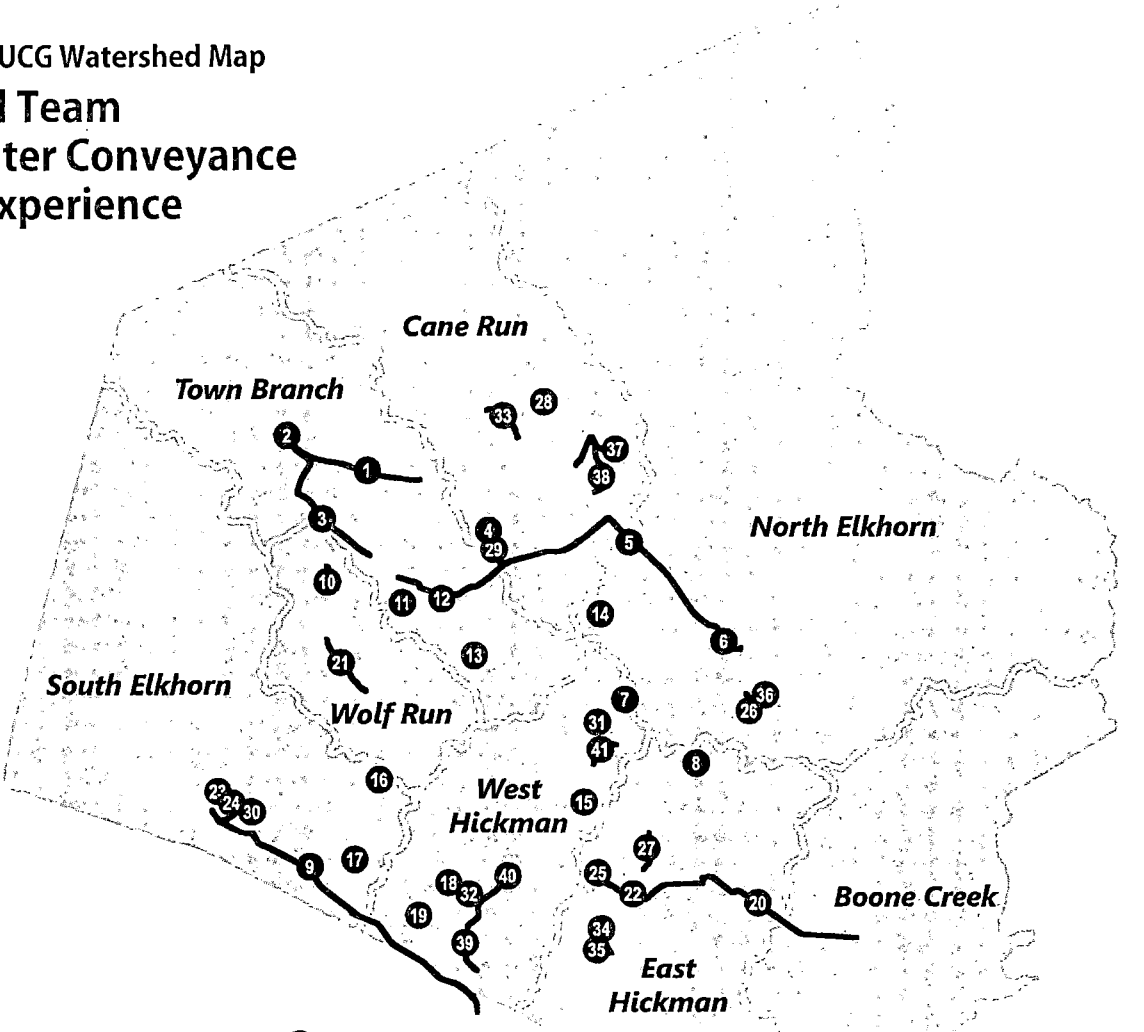
**Exhibit A** on the following page visually summarizes the experience the GRW/Bell Team, including Vision Engineering, have within each of the watersheds. As you can see, many of the projects crossover with large diameter force mains that pump across watershed boundaries.

Our team is 100% local, we know your staff, we know your procedures, we have the expertise on large-scale projects for you, and we have provided the depth of team you desire –All of these combined benefits makes us the best choice for the Team 3 - Town Branch and Wolf Run Watershed Design projects.



## Exhibit A | LFUCG Watershed Map

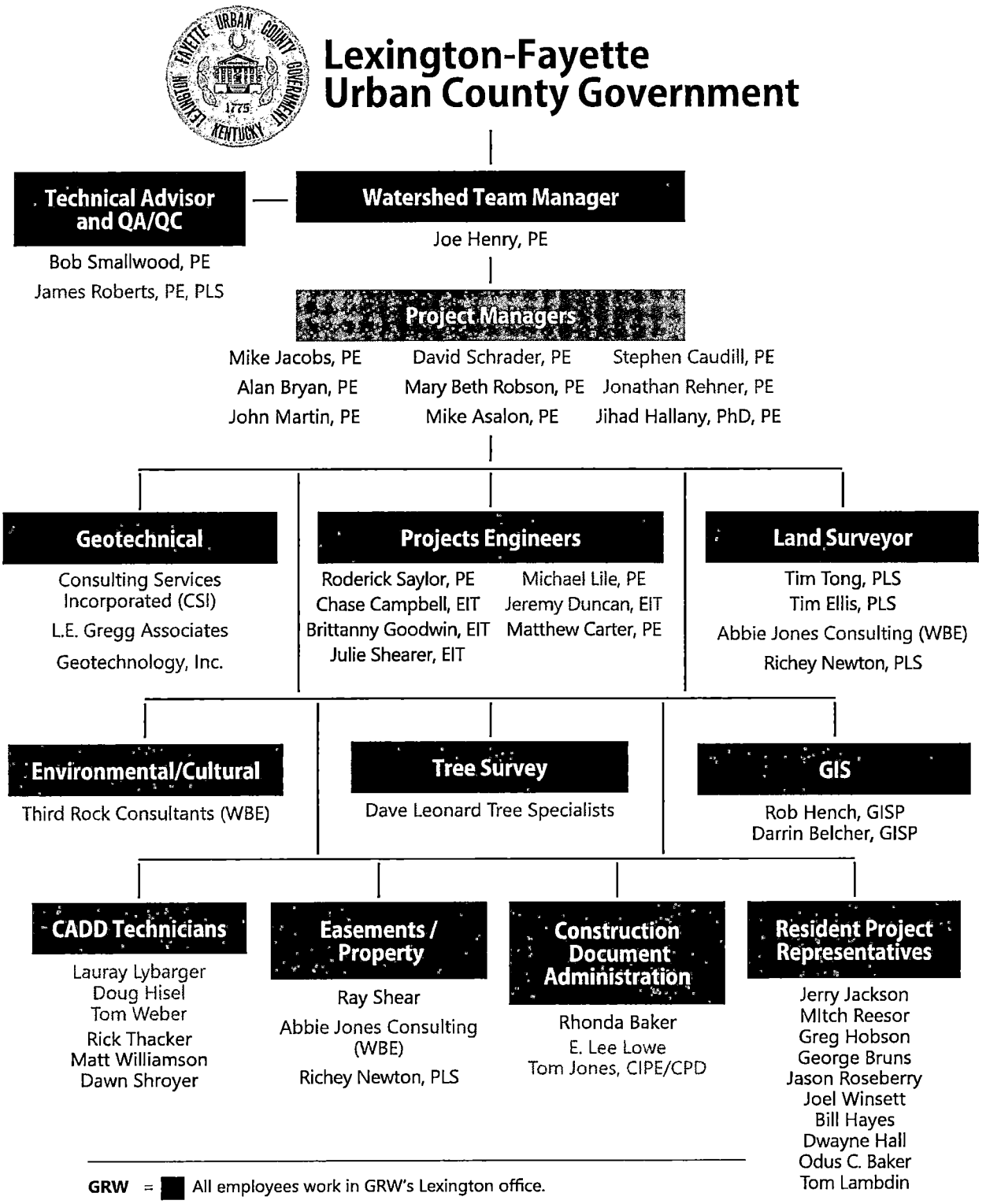
# GRW/Bell Team Wastewater Conveyance Project Experience




1. Lower Town Branch Trunk Sewer (GRW)
2. Bracktown Sanitary Sewers (GRW)
3. Lower Town Branch Force Main (GRW)
4. Adcolor Dr. Sanitary Sewer (GRW)
5. North Elkhorn Force Main (GRW)
6. Expansion Area 2A Trunk Sewer & Force Main (GRW)
7. Wilderness Road Gravity Sewer (GRW)
8. Cadentown Sanitary Sewer (GRW)
9. South Elkhorn Trunk Sewer & Force Main (GRW)
10. Wolf Run Trunk Sewer A (Bell)
11. Vaughn Tobacco Gravity Sewer (Bell)
12. Manchester St. Relief Sewer (Bell)
13. Avenue of Champions Sewer (Bell)
14. Floyd Dr. Sanitary Sewer (Bell)
15. Lakeshore Island Sanitary Sewer(Bell)
16. Open Gates Estates Sanitary Sewer (Bell)
17. Brunswick Sanitary Sewer (Bell)
18. Wilson Downing Trunk Sewer (Bell)
19. Pickway Subdivision Sanitary Sewer (Bell)
20. Bluesky Parkway Force Main (Bell)
21. Wolf Run D & E Trunk Sewer (GRW)
22. East Hickman Trunk Sewer (GRW)
23. 4235 Harrodsburg Road Line B (Vision)
24. 4235 Harrodsburg Road Line A (Vision)
25. Century Hill (Vision)
26. Costco Sewer Extension (Vision)
27. East Lake RPR (Vision)
28. Expansion Area 3-Gravity Sewer RPM (Vision)
29. Fed EX Sewer Extension (Vision)
30. Fountain Sewer Extension (Vision)
31. Idle Hour (Vision)
32. Lansdowne Preliminary Design RPM (Vision)
33. Lower Griffin Gate (Vision)
34. Overbrook Farm Line b (Vision)
35. Overbrook Farm (Vision)
36. Polo Club at Hamburg Place (Vision)
37. Shandon Park Trunks, Winburn Trunk, & Thoroughbred Acres LINE C (Vision)
38. Shandon Park Trunks, Winburn Trunk, &Thoroughbred Acres LINE A (Vision)
39. West Hickman B & C-RPM (Vision)
40. West Hickman Trunk D-RPR (Vision)
41. Woodhill Trunk Sewer (Vision)

# SECTION 4.0 | Local Resources/Capacity of the Firm & Resumes

# 4.0 Local Resources/Capacity of the Firm



## Relevant Local Project Team Members

As shown in our Organizational Chart on the previous page, the GRW/Bell team has drawn upon the talents of in-house design engineers – and those from several carefully selected subconsultants – to provide you with a team capable of addressing your project's needs. **The names on the chart serve as a list of the local project team members available for wastewater conveyance projects.**

## Office Locations: Lexington

Our overall Project Manager, Joe Henry, works in GRW's Lexington office. Also as noted on our organizational chart, all team members from GRW, Bell, and all subconsultants (Vision, Abbie Jones Consulting, Third Rock Consultants, David Leonard Tree Specialists, CSI, L.E. Gregg, and Geotechnology) are located in Lexington, KY-based offices.

## Commitment/Availability

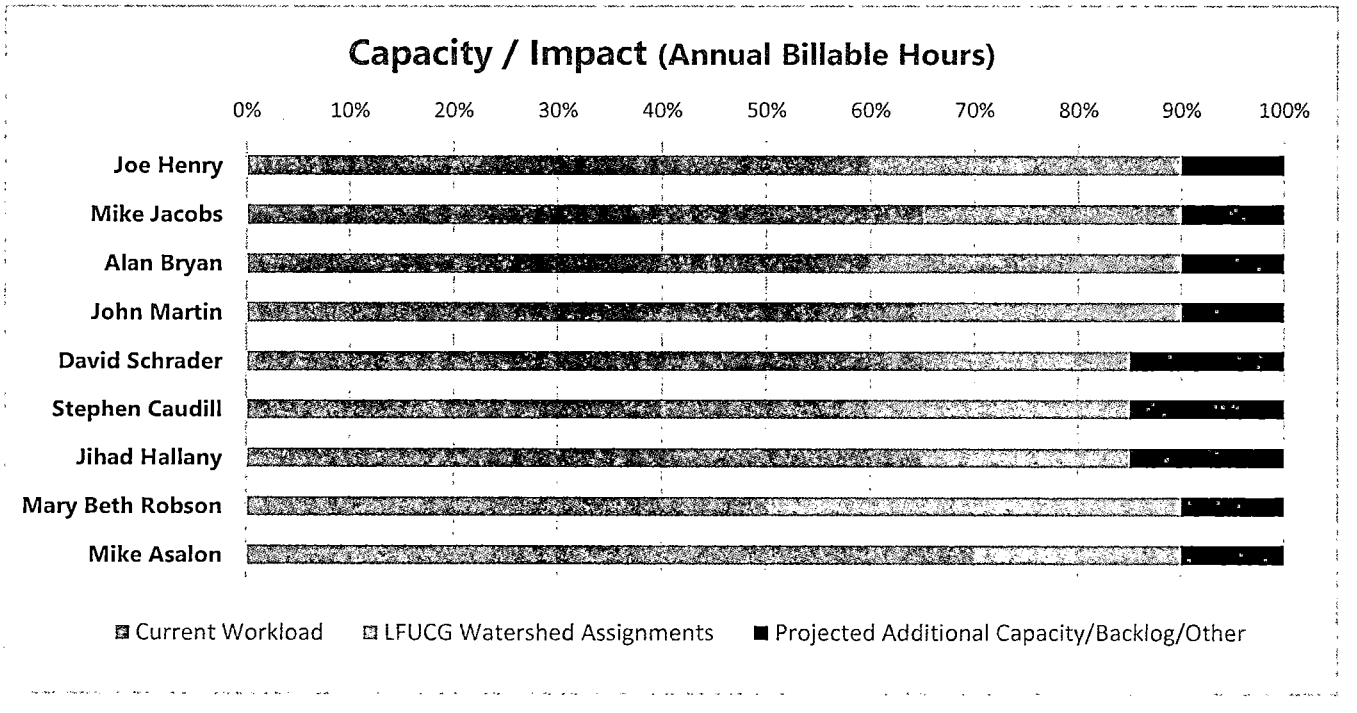
GRW – in association with Bell Engineering and our subconsultants – welcome the opportunity to work with LFUCG on your upcoming watershed projects. This team brings the capacity, commitment, and resources you need to:

- **Perform all the work to your expectations**
- **Complete your projects within the time limitations**

Each member of our assigned team is available to begin working with you immediately. We are prepared to commit the time and resources required for successful completion of your project in a timely manner. We would very much enjoy adding this assignment to our workload.

**The combined forces of GRW and Bell alone give us local resources of nearly 170 people,** representing a wide range of disciplines. Adding our subconsultants, the number of local employees nears 190.

The chart below further illustrates our team's resources and capacity to perform efficiently and effectively. Shown are the Project Managers responsible to LFUCG for getting your work done. They will ensure the critical path for each project is successfully completed. All additional assigned staff will complete their tasks according to schedule.



# Joe Henry, PE | GRW Watershed Team Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 34
Total: 39

**EDUCATION**
B.S., Civil Engineering, 1979, University of Kentucky

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

**REGISTRATION**
Professional Engineer:
KY (#13555), OH, TN, IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
American Water Works Association

Water Environment Federation

Kentucky Rural Water Association

RELEVANT PROJECT EXPERIENCE

**LFUCG North Elkhorn Watershed Force Main and Pumping Station (19 MGD), Lexington, KY** – Project Manager. Included 40,000 LF of new 30" and 36" force main.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Manager. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers. Pipe installation included two bores under I-75.

**LFUCG Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station, Lexington, KY** – Sr. Engineer. Included 12" to 30" gravity lines and 24" force main.

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Principal. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas, Lexington, KY** – Project Manager. Project included 31,500 LF of 8" gravity sewer; 5,000 LF of force main; and six new pump stations.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Principal. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Principal. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Manager.

**LFUCG South Elkhorn Pump Station Upsizing Improvements, Lexington, KY** – Project Manager.

**LFUCG West Hickman Wastewater Treatment Plant Administration Building Improvements and Expansion, Lexington, KY** – Principal.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Principal.

**LFUCG Sanitary Sewer Capability Study for Rural Service Area, Lexington, KY** – Project Manager.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Manager.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Principal.

**LFUCG Tucson Drive Area Flood Mitigation, Lexington, KY** – Principal.

**LFUCG Elam Park Area Flood Mitigation, Lexington, KY** – Principal.

# Mike Jacobs, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 18
Total: 25

**EDUCATION**
B.S., Civil Engineering, 1994, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#22043), OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

Water Environment Federation (WEA)

American Water Works Association (AWWA)

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Manager. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**LFUCG Downtown Collector Sewer Study, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Engineer. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Harrodsburg South Interceptor Sewer, Harrodsburg, KY** – Project Engineer. 410 LF of 24" gravity sewer; 3,130 LF of 21" gravity sewer; 1,400 LF of 15" gravity sewer; 400 LF of 8-inch gravity sewer; and 15 manholes. Work included two highway bore and pavement surface restoration.

**Versailles Interceptor Sewer and Lift Stations, Versailles, KY** – Project Engineer. Provided approximately 30,000 LF of 8" to 30" gravity sewer; 9,939 LF of 14" and 10" PVC force main; 3,850 LF of 14-inch restrained PVC force main; and four new submersible wastewater lift stations.

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Manager. Approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area, as well as new 1,900 gpm pump station.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Manager.

**Versailles Methodist Home Lift Station Capacity Study, Versailles, KY** – Project Manager.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 3, Versailles, KY** – Project Manager. Approximately 32,000 LF of cured-in-place pipe and rehabilitation of 110 manholes.

**Versailles Sanitary Sewer and Lift Station Rehabilitation, Phase 2, Versailles, KY** – Project Manager. Cleaning and video inspection of approximately 2,000 LF of 6" to 12" gravity sewer; 17,000 LF of 8" cured-in-place pipe and 69 manholes; and miscellaneous repairs/replacements to an additional 10,000 LF of line.

# Alan Bryan, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 22
Total: 27

**EDUCATION**
A.S., Mathematics and Physics, 1993, Lexington Community College

B.S., Civil Engineering, 1995, University of Kentucky

**REGISTRATION**
Professional Engineer:
KY (#20964), IN

**PROFESSIONAL AFFILIATIONS AND TRAINING**
NASSCO Pipeline Assessment & Certification Program

American Water Works Association

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Project Engineer. Included 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers to serve new development. Pipe installation included two bores under I-75.

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Manager. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY** – Project Manager. Included dual 16" sewage force mains (6,236 LF and 6,610 LF), and a third 20" sewage force main (6,948 LF).

**Sanitation District No. 1 Ash Street Pump Station (7 MGD) and Force Mains, Silver Grove, KY** – Project Engineer. Included 28,000 LF of 20" force main; 6,000 LF of 12" force main, and low pressure sewer system.

**Paducah McCracken County Joint Sewer Agency Homewood Wet Weather Flow Equalization Facility, Paducah, KY** – Project Manager. New 0.5 MG wet weather flow equalization facility, 350 gpm pump station, and related gravity sewer (approximately 600 LF, 8"-15") to alleviate I/I flows.

**Paducah McCracken County Joint Sewer Agency Woodlawn Sanitary Sewer System, Paducah, KY** – Project Manager. Improvements to eliminate wet weather infiltration/inflow issues in low lying area with high groundwater. Work included expansion of each pump station to 1,200 gpm (limit of capacity of existing 10" force main), as well as larger wet wells, standby power, flow metering and SCADA instrumentation.

**East Kentucky Power Cooperative Wastewater Collection and Treatment System Improvements, Winchester, KY** – Project Manager. Study included evaluation of inflow and infiltration within collection system, and capacity of current and former treatment systems to determine systems could treat projected wastewater flows, as well as the inflow and infiltration. Selected alternative to upgrade existing below grade anaerobic/aerobic biological treatment system, including additional equalization storage and installation of gravity fed on-site leaching lateral chambers.

**Paducah McCracken County Joint Sewer Agency Woodlawn Wastewater Treatment Plant Improvements, Paducah, KY** – Project Manager.

**Frankfort Wet Weather Flow Storage (10 MG) and Pumping (20 MGD) Facilities, Frankfort, KY** – Project Engineer.

**Paducah McCracken County Joint Sewer Agency Wastewater Treatment Plant Improvements (9 MGD), Paducah, KY** – Project Manager.

**Paducah McCracken County Joint Sewer Agency 22 MGD Terrell Street CSO Pump Station/Wastewater Treatment Plant Headworks Improvements, Paducah, KY** – Project Manager.

# John Martin, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 20
Total: 33

**EDUCATION**
B.S., Civil Engineering, 1986, Tennessee Technological University

**REGISTRATION**
Professional Engineer:
KY (#18389), TN, OH

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers

Water Environment Federation

RELEVANT PROJECT EXPERIENCE

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Manager.

**Frankfort Pumping Station (4.75 MGD), Force Main and Interceptor Sewer Improvements, Frankfort, KY** – Project Engineer. Included 7,000 LF of 30" gravity interceptor sewer, 14,300 LF of 18" and 20" force main (including two directional drilled crossings) routed through a heavily developed area to tie in with a new gravity sewer, and a 4.75 MGD triplex pumping station.

**LORCO Phase I Collector Sewer Project, Lorain County, OH** – Project Engineer. Approximately 50 miles of 8" and 10" collector sewers; 12" to 3" interceptor sewers; 3" to 16" force mains; 15 pumping stations ranging from 100 gpm to 2,300 gpm in capacity.

**Frankfort Prevention Park Pump Station Consolidation (P3C) Preliminary Engineering Report, Frankfort, KY** – Project Manager. Preliminary engineering report to determine most cost effective option to consolidate up to 9 pump stations in Prevention Park vicinity. Study will evaluate capacity of existing pump stations, location of new P3C, impacted downstream flow capacities, and possible new P3C force main at Kings Daughter Drive and US Highway 127.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Manager. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

**Frankfort West Frankfort Pump Station (7.2 MGD), Frankfort, KY** – Project Manager.

**Georgetown Municipal Water & Sewer Wastewater Treatment Plant No. 1 Upgrade and Expansion, Georgetown, KY** – Project Engineer.

**Kentucky Parks Wastewater Treatment Plant Renovations, Multiple Locations, KY** – Project Manager.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Manager.

**Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY** – Project Manager.

**Lawrenceburg Wet Weather Flow Storage (2 MG) and Pumping (2.5 MGD) Facilities, Lawrenceburg, KY** – Project Manager. A

**Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY** – QA/QC.

**Louisville MSD Derek R. Guthrie Water Quality Treatment Center Expansion (30 MGD), Louisville, KY** – Project Manager.

# Mary Beth Robson, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 31

**EDUCATION**
B.S., Chemical Engineering, 1988, University of Cincinnati

M.S., Environmental Engineering, 1990, University of Notre Dame

**REGISTRATION**
Professional Engineer: KY (#17628)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Stormwater Association

American Council of Engineering Consultants

National Society of Professional Engineers

Kentucky Society of Professional Engineers (past Bluegrass Chapter President)

LEED Green Associate Preparation, June 2010

Karst Stormwater Management, March 2010

Green Stormwater Management, May 2009

Water Surface Profile Computations using HEC-RAS, 2014

401/404 Permitting, 2014

Traffic Management Plan Training (KYTC) 2017

**RELEVANT PROJECT EXPERIENCE**

**LFUCG Idle Hour North Stormwater Improvements, Lexington, KY** – Project Manager. Approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Engineer. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements to complete critical section of boulevard roadway system.

**LFUCG Stormwater Supplemental Environmental Project, Lexington, KY** – Project Engineer.

**LFUCG Rogers Road Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Fort Sumter Area Flood Mitigation, Lexington, KY** – Project Engineer.

**LFUCG Liberty/Todds Road (KY 1927) Section 2, Lexington, KY** – Project Engineer.

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Manager.

**LFUCG Intersection Improvements at Lane Allen Road, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Old Todds Road, Lexington, KY** – Project Manager.

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Manager.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Manager.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Manager

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer.

**Hodgenville Storm and Sanitary Sewer Improvements - Phase 2, Hodgenville, KY** – Project Engineer. Approximately 720 LF of various sizes of storm sewer pipe, headwalls, as well as approximately 1,280 LF of 6" and 8" gravity sanitary sewer cleaned, video inspected, and rehabilitated via CIPP.

# Mike Asalon, PE | GRW Project Manager



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 4
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2003, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#30322)

**PROFESSIONAL AFFILIATIONS AND TRAINING**
Kentucky Society of Professional Engineers (KSPE)

RELEVANT PROJECT EXPERIENCE

**LFUCG Arrowhead Drive Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design solution for flooding prone area studied and modified in past with no resolution of flooding. Selected design alternative involved new inlets and storm sewer to bypass existing roadside ditch.

**LFUCG Beaumont YMCA Shared Use Trail and Low Water Crossing, Lexington, KY** – Project Engineer. Survey and design for 1,200 LF, 12-foot wide, shared-use trail and replacement of a pedestrian bridge with low water crossing to connect the Beaumont YMCA to Harrods Hill Park. Funding through TAP.

**LFUCG Fincastle/McDowell Drive Flood Mitigation, Lexington, KY** – Project Manager. Developed and designed solution to alleviate drainage problems in historic neighborhood. Improvements included new curb, new curb inlet and 170 LF of 15" storm pipe to convey stormwater to existing storm manhole. Technical memorandum along with drawings showing existing conditions, proposed site layout, and construction cost estimate were deliverables.

**LFUCG Haggard Court Flood Mitigation, Lexington, KY** – Project Engineer. Evaluation and design of solution to alleviate drainage problems. Design of selected alternative involved installation of curb inlet at entrance to Unity Worship Center, surface inlet to capture stormwater from Haggard Court, and storm piping to connect to existing system.

**LFUCG Sidewalk Improvements at Oxford Circle, Lexington, KY** – Project Engineer. Design of approximately 410 feet of sidewalk and header curb to connect the sidewalk network between Cambridge Drive and Versailles Road. Includes surveys, preliminary and final design, preparation of easement and right of way drawings, as well as associated funding and regulatory paperwork. Funding through TAP.

**LFUCG Sidewalk Improvements at Rosemont Garden, Lexington, KY** – Project Engineer. Design of approximately 1,400 LF of sidewalk along both sides of Rosemont Garden from Southland Drive to the existing sidewalk between Southport and Cherrybark. Scope includes items such as comprehensive stormwater study and analysis with design of header curb and storm catch basins as needed, intersection study to improve pedestrian access and safety, and retaining walls to minimize front yard disturbance, as well as coordination with another nearby sidewalk project.

**The Jockey Club Parking Lot Expansion, Lexington, KY** – Project Manager. Alternatives and concept design to add approximately 30 new parking spaces. Design required complete revamp of existing parking lot with new landscaping and handicap parking spaces, as well as relocation of one of The Jockey Club's entrances from Corporate Drive.

# Roderick Saylor, PE | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 14
Total: 14

**EDUCATION**
B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION**
Professional Engineer: KY (#28004), FL

RELEVANT PROJECT EXPERIENCE

**LFUCG Man O' War Boulevard Intersection Improvements, Lexington, KY** – Project Engineer. Preliminary and final design, survey, contract documents, and cost estimates for improvements at three intersections: Pink Pigeon Parkway, Richmond Road, and Alumni Drive.

**LFUCG Polo Club Boulevard Connection, Lexington, KY** – Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard from Deer Haven Lane to Todds Road. Project included new 200'-long, double 16' x 4' box culvert to convey existing stream and runoff of 350-acre watershed; curb/gutter; and landscaping enhancements.

**Louisville MSD Northern Ditch 84" Interceptor Sewer, Louisville, KY** – Project Engineer. Involved 12,050 LF of 84" reinforced concrete pipe, including 7 cast-in-place junction manhole structures and a 120" diameter liner plate tunnel under a state highway; 670 LF of 8-inch sewer, 270 LF of 15-inch sewer, 400 LF of 16-inch sewer installed by pipe bursting an existing 12-inch pipe located under a detention basin, and 3340 LF of 21-inch sewer including directional drilling under an existing driveway.

**Asbury Theological Seminary Student Housing Complex, Wilmore, KY** – Project Engineer. Site design services for Asbury Theological Seminary's new multi-phase North Campus Housing Project located on a 31-acre site. Phase 1A storm sewers included 3,207 LF of pipe ranging in size from 15" to 30" in diameter. Phase 1B included 4,805 LF of pipe ranging in size from 8" to 48" in diameter, and Phase 2 consists of 2,915 LF of pipe ranging in size from 12" to 24" in diameter.

**Yazoo City U.S. Penitentiary and Satellite Camp, Yazoo City, MS** – Project Engineer. Design services for design-build delivery of certified LEED Gold, $182 million medium-security main complex (USP) and minimum-security prison camp (FPC). Storm sewer system included 14,781 LF of pipe ranging in size from 8" to 48" in diameter.

**Aliceville Federal Correctional Institution and Satellite Camp, Aliceville, AL** – Project Engineer. Design-build delivery of $196 million, LEED Silver women's medium-security Federal Correctional Institution (70-acre site) and minimum-security Federal Prison Camp (20-acre site). Storm sewer system included 20,521 LF of pipe ranging in size from 12" to 60" in diameter, 11 curb inlets, 115 drop inlets, 6 manholes and 10 headwalls.

**Louisville MSD Western Flood Pump Station Replacement (1.2 BGD), Louisville, KY** – Project Engineer. Design services for $15.9 million fast-track design-build project which replaced existing vertical turbine pumps and trash removal system at 1.2 BGD Western Flood Pump Station. Principle items of work include replacement of four 162,000 gpm pumps, three 54,000 gpm pumps, motor control center, trash removal system, HVAC system, bridge crane and roof.

**Louisville Water Company Conestoga Water Storage Tank (1.5 MG), Shepherdsville, KY** – Project Engineer.

# Chase Campbell, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 1
Total: 2

**EDUCATION**
B.S., Civil Engineering, 2015, University of Kentucky

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG Wolf Run D & E Trunk Sewers, Lexington, KY** – Project Engineer. Wolf Run Trunk D includes replacement of approximately 2,100 LF of 30" sewer and 630 LF of 27" sewer, and Wolf Run Trunk E includes replacement of approximately 2,700 LF of 27" gravity sewer and 900 LF of 24" gravity sewer.

**Paducah JSA Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY** – Project Engineer. Wet weather facilities to reduce occurrence of known recurring SSO on Crooked Creek interceptor and reduce occurrence of unknown (modeled) overflows on Perkins Creek interceptor. Project includes above ground 3 MG storage tank; 5 MGD wet weather pump station and valve vault; flow diversion structures; flow control vault; approximately 400 LF of 24" gravity sewer; 1,100 LF of 18" gravity sewer, 100 LF of 16" force main; 700 LF of 2" water service, and corresponding site improvements.

**Liberty Wastewater Treatment Plant Upgrade (0.64 MGD), Liberty, KY** – Project Engineer. Project includes new wet weather overflow pumping station, force main, 1.5 MG wet weather storage basin, replacement of existing chlorine disinfection facilities with new ultraviolet disinfection equipment, replacement of plant's motor control centers, and new SCADA system.

**Morehead State University Water Treatment Plant Residuals Solids Handling System Evaluation, Morehead, KY** – Project Engineer. Review and value engineering alternatives of previous design to improve treatment, handling, and disposal of water treatment plant's residual solids. Three opportunities for improvements, while minimizing construction costs, were identified: reduction in volume of large solids holding basin; reduction in pumping units, and dewatering facility simplification.

# Brittany Goodwin, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 3
Total: 7

**EDUCATION**
M.S., Environmental Engineering, 2016, Old Dominion University

B.S., Chemistry, 2012, Old Dominion University

**REGISTRATION**
Engineer-in-Training: KY

RELEVANT PROJECT EXPERIENCE

**LFUCG East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Engineer. Included realignment of 10" Blue Sky force main; 245 LF extension of 48" East Hickman Trunk Sewer; 1,060 LF of new 24" East Lake trunk sewer.

**LFUCG Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades, Lexington, KY** – Project Engineer.

**Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY** – Project Engineer. Included approximately 2,540 LF of force main extension; 8,550 LF of new 16" force main; and dig and replacement of approximately 3,330 LF of 15" gravity sewer with 30" gravity sewer and 1,700 LF of 8" gravity sewer with 12" gravity sewer, as well as renovations and/or expansions to four pump stations.

**Versailles Interceptor Sewer Capacity Evaluation, Versailles, KY** – Project Engineer. InfoWorks ICM model included 12 of City's pump stations; approximately 32,000 LF of force main; and 44,000 LF of gravity sewer main (not including additional pump stations, force main, and gravity sewers required to model improvement alternatives).

**Versailles Methodist Home Pump Station Basin Wastewater Capacity Improvements, Versailles, KY** – Project Engineer. Scope includes replacement of existing pump station with new pump station with an ultimate capacity of 1,900 gpm; approximately 2,860 LF of new 18" gravity sewer along Lexington Road; 4,200 LF of 12" force main; and 2,200 LF of new 24" gravity sewer to increase capacity in Big Springs Park area.

**Harrodsburg Corning Forcemain, Harrodsburg, KY** – Project Engineer. Approximately 8,100 LF of 8" PVC force main to convey process wastewater flows from Corning glass manufacturing plant to different portion of City's system in order to mitigate sanitary sewer overflows in downtown area. Existing pumps within Corning facility pump wastewater flows.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Engineer.

**Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY** – Project Engineer.

**Frankfort Plant Board WTP High Service Pump Station Surge Analysis and Valve Replacement, Frankfort, KY** – Project Engineer.

**East Kentucky Power Cooperative Cooper Water System Additions, Somerset, KY** – Project Engineer. Improvements to Cooper Station wastewater treatment plant, coal pile runoff pond, and effluent force main to meet permit limits and minimize/eliminate overflows. Main improvements include addition of floating intake within Coal Pile Runoff Pond; pumping and force main improvements; addition of lining system and submersible mixers in equalization tanks; new acid feed system; new clarifier feed pump and 42' diameter clarifier; and new effluent submersible pump station.

# Julie Shearer, EIT | GRW Project Engineer



**OFFICE LOCATION**
Lexington, KY

**YEARS OF EXPERIENCE:**
With GRW: 2
Total: 5

**EDUCATION**
B.S., Civil and Environmental Engineering, 2014, University of Pittsburgh

**REGISTRATION**
Engineer-in-Training

**PROFESSIONAL AFFILIATIONS AND TRAINING**
KYTC Superpave Plant Technologist & Superpave Mix Design Technologist

RELEVANT PROJECT EXPERIENCE

**East Kentucky Power Cooperative Spurlock Power Plant Coal Pile Runoff Pond Supplemental Storage, Maysville, KY** – Project Engineer. Evaluation of existing conditions (storage capacity, watershed area, drainage network, force main capacities, etc.) and design and construction phase services to accommodate 10-year, 24-hour storm without overflow and to pass 100-year, 24-hour storm through combined pumping, storage and emergency spillway overflow.

**Christ Church New Property Conditional Use Permit, Nicholasville, KY** – Project Engineer. Assistance with planning, site preparation, and obtaining conditional use permit for purpose of constructing church facilities on approximately 14 acres of land in Jessamine County, KY. GRW prepared a final plat, as well as conceptual development plan, for submittal to Jessamine County.

**McDonalds Site Evaluation and Design** – Project Engineer. Includes site investigation reports, development plans and construction documents for more than 40 restaurants in Kentucky, Indiana, and Ohio. Many sites include biofiltration or underground detention, including a 5,000 cubic foot underground detention basin for the Harrodsburg Road McDonald's in Lexington.

**NYRA Belmont Park and Aqueduct Racetrack Improvements, Elmont and Queens, NY** – Project Engineer. Improvement projects at Belmont Park include: rebuilding main dirt track and two turf tracks (wider turf track allows for more turf racing and better surfaces); new pump house and complete irrigation system including a new irrigation pond to accommodate wider turf track; widening of training track from approximately 60 feet to range of 70 to 90 feet along with new outside rail and new safety rail on inside; and new three-bay vehicle wash facility. Track work at Aqueduct includes: rehabilitation of main/outer dirt track (5,940 feet/9 furlongs) by replacing existing surface and dirt surface; rebuilding of middle dirt track (5,280 feet/8 furlongs) with new stone base and new turf surface; and improvements at inner turf track (4,663 feet/7 furlongs).

**Rough River Dam State Resort Park Marina Relocation, Falls Of Rough, KY** – Project Engineer. Relocation of Rough River Dam State Resort Park marina (199 slips, head dock building with restrooms, food service, electric service, water and sewer). Construction at new marina includes: site infrastructure, re-establishing ramp access for new shore line; new anchoring system; site lighting for parking lot and access road adjacent to marina, and repairs to the marina structure.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Engineer. Planning and design services for 118,466 SF, mixed-use project. Work included preliminary development plan; cost estimates; zoning amendment submittal; mass grading plan; construction documents for shared access roads, sidewalks, retaining walls needed to create marketable sites, and utilities; and permitting assistance.

# David F. Schrader, PE

## PRINCIPAL-IN-CHARGE/PROJECT MANAGER | BELL ENGINEERING

*LEXINGTON, KY*

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 20981
Ohio No. 72615
West Virginia No. 18569
Indiana No. 11011548
North Carolina No. 044733
Pretreatment Coordinator

## PROFESSIONAL AFFILIATIONS

WEF
KMUA

Mr. David F. Schrader, PE is a Principal in the firm and the Assistant Director of Bell's Engineering Department. He offers 26 years of experience serving as a client manager, process designer, project manager, and construction administrator on a variety of projects. Mr. Schrader has managed multi-million dollar water and wastewater treatment, collection and distribution projects and is a licensed Professional Engineer in the State of Kentucky.

## SELECTED PROJECT EXPERIENCE

Project manager for Wolf Run Trunk A sewer rehabilitation project including cured-in-place-pipe (CIPP) lining of 1,545 LF of 30-inch sewer and 165 vertical feet of manhole rehabilitation with Sprayroq lining for 12 manholes – Division of Water Quality (DWQ); Lexington-Fayette Urban County Government (LFUCG), KY

Project manager/lead engineer for the replacement of the 80 gpm Griffin Gate Pump Station on Newtown Pike with a new 225 gpm sanitary sewer pump station to address overflow issues experienced during high rain events – DWQ; LFUCG, KY

Project manager/lead engineer for the refurbishment and replacement of South Elkhorn Sewage Pump station that included a wet well, 5 submersible sewage pumps with room for a sixth for a firm capacity of 15 mgd, design of a new chemical feed system and new diesel backup generator and motor controls – DWQ; LFUCG, KY

Project manager/lead engineer for the Blue Sky Pumping Station Project evaluating and designing force main and pump station needs to serve the Blue Sky Rural Activities Center while eliminating the existing Blue Sky WWTP, included 26,000 LF of 10-inch force main– DWQ; LFUCG, KY

Project manager for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project manager for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project manager for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Engineer for the Midtown Sanitary Sewer Extension Project which included the replacement of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe - City of Somerset; Somerset, KY

Project manager for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

# James K. Roberts, PE, PLS

## QUALITY ASSURANCE/PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky
Value Engineering Training Workshop
CAD Production Technology & Workshop

## LICENSURE

Professional Engineer:
Kentucky No. 15736
West Virginia No. 13391

Professional Land Surveyor:
Kentucky No. 3010
West Virginia No. 1619

NASSCO PACP Certified

Mr. Roberts is a Principal in the firm and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the analysis of sewer collection and pumping systems (SSES) and brings over 41 years of experience in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. Additionally, he is a registered land surveyor and oversees surveying services provided by the firm.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project manager for Gettysburg Road Storm Sewer Improvements including analysis and design of replacement of undersized and collapsed section of trunk sewer – LFUCG; Lexington, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the rehabilitation of 2,320 linear feet of gravity sewer line and five manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Flanagan and Madison SSO Elimination Project which included replacing and upsizing existing sewers with approximately 6,800 LF of 30-inch, 1,600 LF of 24-inch, 3,800 LF of 21-inch and 2,300 LF of 15- inch sewer - Winchester Municipal Utilities; Winchester, KY

Project engineer for Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project manager for the Hickman SSES project which included a system-wide GPS mapping of manholes and pump stations, physical inspection and capacity testing of pump stations, smoke testing of selected lines, and review of recent smoke testing and closed-circuit television inspection – Hickman, KY

Project manager for Clay City SSES & Sewer Rehab project including repair and replacement of sewer lines and manholes – Clay City, KY

# Stephen H. Caudill, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 19888
Ohio No. 15904

Mr. Stephen H. Caudill, PE 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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

Principal-In-Charge and project manager for the Harmon Court Sanitary Sewer Improvements Project including the installation of 1,165 LF of 4-, 6-, and 8-inch PVC sewer – Georgetown Municipal Sewer & Water; Georgetown, KY

Principal-In-Charge and project manager for the Fairfax Way/Whigg Court Sanitary Sewer Improvement Project including rehabilitation of 2,750 LF of 8-inch sanitary sewer by cleaning, installing a 2.60 mm cured in place PVC liner and reestablishing lateral connections – Georgetown Municipal Sewer & Water; Georgetown, KY

Assistant project manager for the Radcliff Sanitary Sewer Projects which included the rehabilitation of 1,750 LF of new 8-inch PVC force main, 300 LF of new 15-inch gravity sewer, 1,300 LF of new 8-inch gravity sewer and a new 400 gpm station – HCWD No. 1

Project engineer for sanitary sewer rehabilitation project replacing manholes severely deteriorated from exposure to hydrogen sulfide through the construction of manholes cast with the concrete additive xypex and dura plate 100 lining in order to protect from hydrogen sulfide gas – Somerset, KY

# Michael A. Lile, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

B.S. Civil Engineering, University of Kentucky

## LICENSURE

Professional Engineer:
Kentucky No. 32123

NASSCO PACP, MACP & LACP Certified

KYPipe (Basic, Advanced & Surge)

Mr. Michael A. Lile, PE has 8 years of civil and environmental engineering as well as land surveying experience. His background includes experience in planning, design and project management in many water and wastewater applications. Some of these include water and wastewater treatment, water distribution and wastewater collection systems, reservoir modeling and bathymetric surveying, AWWA distribution system water auditing, solids handling, sanitary sewer rehabilitation, and wastewater flow monitoring.

## SELECTED PROJECT EXPERIENCE

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for the Silver Creek Outfall Sewer Phase I which included the design of a new 4.5 mgd pump station, approximately 4,400 LF of new 15" and 12" PVC gravity sewer and approximately 4,600 LF of new 12" PVC force main - Richmond Utilities Board; Richmond, KY

Project engineer for the Clay Drive & Woodford Avenue Sanitary Sewer Rehabilitation project which included the lining rehab of approximately 2,500 LF of 8-Inch gravity sewer line, replacement of six (6) manholes, and rehabilitation of seven (7) manholes - Berea Municipal Utilities; Berea, KY

Project engineer for the Central Park North Pump Station and Force Main project which included rerouting discharge flows from a 12-inch gravity trunk sewer to a 30-inch gravity trunk sewer, increasing capacity from 1150 gpm to 1900 gpm and installing 11,630 LF of 12-inch force main –Berea Municipal Utilities; Berea, KY

Project Manager for 7 Phases of sanitary sewer collection system flow monitoring. Phases included systemwide monitoring, individual sewershed monitoring, rehab project verification monitoring, and project design development support monitoring. This project is used as a tool to identify, aid in design and, in some cases, verify construction projects for the Utility – Berea Municipal Utilities; Berea, KY

Project engineer for Powell Addition Sewer Project to eliminate health and sanitation issues by extending the existing collection system to the project area. The project will include approximately 10,500 LF 8-inch gravity sewer, 2,850 LF of 6-inch service line, two new pumping stations, 77 manholes, 150 LF of 6-inch force main and 150 LF of 4-inch force main – Paintsville Utilities Commission; Paintsville, KY

Project Manager for Faristown Industrial Drive Sanitary Sewer Extensions including the extension of 820 LF of 12-inch gravity sewer to a property in the Berea Industrial Park for future industrial use. The project required one road bore (-60 LF), the installation of four new manholes, and tie-in to an existing manhole.

# Jonathan S. Rehner, PE

PROJECT ENGINEER | BELL ENGINEERING

*LEXINGTON, KY*

bell engineering

## EDUCATION

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

## LICENSURE

Professional Engineer:
Kentucky No. 34647

Mr. Rehner is a graduate of the University of Kentucky and Asbury University and has 5 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.

## SELECTED PROJECT EXPERIENCE

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 – Lexington-Fayette Urban County Government; Lexington, KY

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

Assistant project manager/project engineer 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 LF of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - 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 Eddyville Sanitary Sewer Evaluation including authoring the PER, evaluating cost effective alternatives that fit the city's budget. Also included manhole inspection, sewer line survey, sewer rehabilitation design, and pump station replacement design – Eddyville, KY

Project engineer for Campton Sewer Rehabilitation project including facilitation of the funding requirements, KYTC encroachment and DOW flood plain permits. The project allowed for point repairs on deteriorating sewers successfully reducing I/I by approximately 20% – Campton, KY

Project engineer for sewer main rehabilitation project including coordinating third party surveying crew along the different sewer rehabilitation corridors, design of gravity and force main sewage lines to increase the capacity of the system, obtaining all the necessary permitting such as KYDOW, KYTC encroachment permits, and floodplain permits – Hardin County Water District No. 1; Radcliff, KY

**Years of Experience:** 20

**Education**
Ph.D., Civil and Environmental Engineering, University of Louisville, Water Resources.
MS, 2009, Biosystems & Agriculture, University of Kentucky
BS, 1997, Civil Engineering, Water Resources and Structural, University of Kentucky

**Professional Qualifications**
Professional Engineer:
Kentucky # 22838
Indiana # 10403666
Ohio # 69566

# Jihad A. Hallany, Ph.D., P.E., Principal

**Principal-in-Charge/Project Manager**

PROFESSIONAL SUMMARY

Dr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. His specialization is in water resources, civil, and geographic information system (GIS) applications. Mr. Hallany has extensive experience in modeling, design, construction of public and private development, as well as regulatory compliance.

REPRESENTATIVE PROJECTS

- West Hickman Trunk B (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,900 linear feet of 48 inch RCP with 60 inch Hobas. Project begin at Veteran Pak and tie in point to West Hickman Trunk C at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 linear feet of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was complete on-time and under budget.

- West Hickman Trunk C (RMP: 2017-2018): Served as a project manager and principal-in-charge for the replacement of approximately 3,600 linear feet of 42 inch RCP with 54 inch Hobas. Project begin at tie in point to West Hickman Trunk B and extend to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 linear feet of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was complete on-time and under budget

- Expansion Area 3 Gravity Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Expansion Area 3 gravity sanitary sewer. Scope of services include detail survey, easement, preliminary, and final design for approximately 700 linear feet of 10 inch sewer line that serve the Hospice property and 2300 Newtown Pipe.

- Lansdowne Sanitary Sewer (RMP: 2017): Served as a project manager and principal-in-charge for Lansdowne sanitary sewer. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing.

- Oak Grove Gaming and Racing (2018-Present): Served as a project manager and principal-in-charge for 250.4 acres development which consists of 5/8 mile horse track, 200,000 square feet of entertainment facility, 128 unit hotel, 3,000 seats amphitheater, 60,000 square feet of riding arena, RV park, and 560 horse sthals. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 10,800 linear feet of 8 inch and 10 inch sanitary sewer and the replacement of 400 gallons per minutes pump stations.

- Red Mile Development (2014 & 2019): Extension of sanitary sewer to serve 1,100,000 square feet of mixed used development for an area of approximately 65 acres. Services included detail survey, utilities locations, final design, approval from LFUCG and Kentucky Division of Water, construction administration, for approximately 6,200 linear feet of 8 inch and 10 inch sanitary sewer and 550 gallons per minutes pump station and approximately 1,900 linear feet of 10 inch force main.

- Ash Park Subdivision-Richmond (2018-Present): Served as a project manager and principal-in-charge for the development of 160 acres of subdivision, which consist of 18 acres of apartments, 30 acres of duplex, and 112 acres of single family development. Scope of services include detail survey, rock sounding, preliminary engineering design, detail design, resident inspector, and as-built survey for approximately 13,400 linear feet of 8 inch sanitary sewer.

**Years of Experience:** 23
**Education:**

University of Kentucky - B.S. Civil Engineering, 1994
University of Tennessee, Knoxville, Tennessee - Bachelor of Arts in Urban Studies, 1989

**Registration:**

Professional Engineer: Kentucky (PE#21056), WV, TN, and NC.

# Matthew B. Carter, P.E.

**Project Manager**

PROFESSIONAL SUMMARY.....

Mr. Carter is a project manager at Vision Engineering since 2004 with experience in the areas of civil design, site development, storm sewer design, and construction administration.

REPRESENTATIVE PROJECTS.....

» The Fountain at Palomar (Present), served as the Project Manager for 16.4 acres of which 120,000 square feet of commercial development. Scope of services include detail survey, underground utilities location and depth, rock sounding, and engineering design for the extension of the sanitary sewer from the intersection of Man O War Boulevard with Harrodsburg Road to 4379 Old Harrodsburg Road 1,985 linear feet of 8 inch sewer line, 2,150 linear feet of 10 inch line, and 1,160 linear feet of 12 inch line and the upgrade of approximately 400 linear feet of 8 inch gravity line to 12 inch line

» FedEx Site Development, (2016-2017): Served as a project manager for approximately 52 acres of industrial development which consists of FedEx site and other industrial site at the Lexmark Campus. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 3,950 linear feet of 8 inch and 10 inch sanitary sewer.

» Spring House Development, Richmond (2018-2019), served as a Project Manager for 41 acres development of which 19 acres commercial and 22 acres of multi-family apartment complex (308 units). Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 3,200 linear feet of 8 inch and 900 linear feet of 12 inch sanitary sewer.

» 4235 Harrodsburg Road Development-Lexington (2018-Present): Served as a Project Manager for the 18 acres development of which 6 acres of commercial and 12 acres of single family and townhouses. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12 inch sanitary sewer.

» Polo Club at Hamburg Place, Lexington (2018), serves as a project manager for 5 acres assisted living facility, scope of services consists of the design of the site, infrastructures, sanitary sewer design, construction administration, and resident inspector for 1,300 linear feet of 8 inch sanitary sewer.

» Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2014). Served as project manager for the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex. Services included detail survey, utilities locations, coordination with existing tenant, final design, bidding, construction administration, inspections, construction staking, and as-built survey with easement.

» Wooldridge Garden Apartment, Versailles, (2018), served as a Project Manager for development of 156 units multi-family apartment. Scope of services include detail survey, underground utilities location and depth, rock sounding, detail design, construction administration, resident inspector, and as-built survey for approximately 1,200 linear feet of 8 inch sanitary sewer.

# 5.0 References

Our team's three (3) references for similar work are listed below.

**Sanitation District No. 1**
1045 Eaton Drive
Ft. Wright, KY 41017
**Ralph Johnstone, Director of Design & Construction Management**
(859) 578-7450
rjohnstone@sd1.org
**Rob Schroeder, PE, Senior Project Manager**
(859) 547-1656
rschroeder@sd1.org
**Daniel Doss, PE, Project Engineer**
(859) 578-6755
ddoss@sd1.org

**City of Versailles**
P.O. Box 625
Versailles, KY 40383
**Brian Traugott, Mayor**
(859) 873-4581
btraugott@versaillesky.com
**Bart Miller, Public Works Director**
(859) 873-2245
bmiller@versaillesky.com
**Mitzi Delius, Utilities Manager**
(859) 873-2245
MDelius@cityhall.versaillesky.com

**Corbin City Utilities Commission**
1515 Cumberland Falls Highway
Corbin, KY 40701
**Ron Herd, PE, General Manager**
(606) 528-4026 Ext.100
ron.herd@corbinutilities.com

# SECTION 6.0 | Hourly Rates

# 6.0 Hourly Rates

| Employee Name | Job Title | Hourly Rate |
|---|---|---|
| Joe Henry, PE | Watershed Team Manager | $185.00 |
| David Schrader, PE | Senior Project Manager | $180.00 |
| Jihad Hallany, PE | Senior Project Manager | $180.00 |
| Mike Jacobs, PE | Project Manager | $170.00 |
| Alan Bryan, PE | Project Manager | $170.00 |
| John Martin, PE | Senior Project Manager | $180.00 |
| Mary Beth Robson, PE | Project Manager | $150.00 |
| Stephen Caudill, PE | Senior Project Manager | $180.00 |
| Johnathan Rehner, PE | Project Manager | $130.00 |
| Bob Smallwood, PE | Quality Assurance | $185.00 |
| James Roberts, PE | Quality Assurance | $185.00 |
| Mike Asalon, PE | Project Manager | $130.00 |
| Roderick Saylor, PE | Project Engineer | $130.00 |
| Brittany Goodwin, EIT | Project Engineer | $110.00 |
| Chase Campbell, EIT | Project Engineer | $110.00 |
| Julie Shearer, EIT | Project Engineer | $110.00 |
| Michael Lile, PE | Project Engineer | $130.00 |
| Jeremy Duncan, EIT | Project Engineer | $110.00 |
| Mathew Carter, PE | Project Engineer | $130.00 |
| Tim Tong, PLS | Surveyor Manager | $115.00 |
| Tim Ellis, PLS | Surveyor Manager | $110.00 |
| Abbie Jones, PE, PLS | Surveyor Manager | $115.00 |
| Richey Newton, PLS | Surveyor | $105.00 |
| 2-Man Survey Crew | Surveys | $160.00 |
| Rob Hench, GISP | GIS Manager | $180.00 |
| Darrin Belcher, GISP | GIS Specialist | $110.00. |
| Ray Shear, PLS | Easements | $100.00 |
| Rhonda Baker | Construction Admin | $65.00 |
| E. Lee Lowe | Construction Admin | $105.00 |
| Tom Jones, CIPE/CPD | Construction Admin | $100.00 |
| Lauray Lybarger | CADD | $90.00 |
| Doug Hisel | CADD | $90.00 |
| Tom Weber | CADD | $90.00 |
| Rick Thacker | CADD | $90.00 |
| Matt Williamson | CADD | $90.00 |
| Dawn Shroyer | CADD | $90.00 |
| Jerry Jackson | RPR | $70.00 |
| Mitch Reesor | RPR | $70.00 |
| Greg Hobson | RPR | $70.00 |
| George Bruns | RPR | $65.00 |
| Jason Roseberry | RPR | $70.00 |
| Joel Winsett | RPR | $65.00 |
| Bill Hayes | RPR | $65.00 |
| Dwayne Hall | RPR | $65.00 |
| Odus Baker | RPR | $60.00 |
| Tom Lambdin | RPR | $60.00 |

# SECTION 7.0 | Required Documents

# 7.0 Required Documents

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- LFUCG Addenda
- Firm Submitting Proposal Form
- Affidavit
- LFUCG MWDBE Participation Form
- LFUCG Statement of Good Faith Efforts?
- General Provisions
- Equal Opportunity Agreement
- Workforce Analysis Form
- GRW Affirmative Action Plan
- Copy of GRW Insurance Certificate

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

**Change requirement from:**
That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.
The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??

Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current resolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.

**Pre-proposal sign in sheets are attached.**

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design 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:**

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.

On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 20121 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" ***if*** the company has yet to select

firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

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: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____

Firm Submitting Proposal: GRW

Complete Address: 801 Corporate Drive, Lexington, KY 40503

Street City Zip

Contact Name: Joe Henry, PE Title: Vice President

Telephone Number: 859-223-3999 ext. 213 Fax Number: 859-223-8917

Email address: jhenry@grwinc.com

## AFFIDAVIT

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

1. His/her name is Brad Montgomery, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW, 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.

Brad Montgomery

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brad Montgomery on this the 26th day of September, 2016.19

My Commission expires: 09-14-23

Gina D. Duncan
NOTARY PUBLIC, STATE AT LARGE

GINA D. DUNCAN NOTARY PUBLIC STATE AT LARGE, KENTUCKY

## LFUCG MWDBE PARTICIPATION FORM

**Bid/RFP/Quote Reference #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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. Abbie Jones Consulting<br>Abbie Jones, PE, PLS<br>1022 Fontaine Rd.<br>Lexington, KY 40502<br>859-559-3443<br>abbie@abbie-jones.com | WBE | Surveying | TBD* | TBD* |
| 2. Third Rock Consultants<br>Gerry Fister, PG<br>2526 Regency Road, Ste 180<br>Lexington, KY 40503<br>859-977-2000<br>gfister@thirdrockconsultants.com | WBE | Environmental | TBD* | TBD* |
| 3. Vision Engineering<br>Jihad A. Hallany, PhD, PE<br>128 E Reynolds Rd, Ste 150<br>Lexington, KY 40517<br>859-559-0516<br>jhallany@visionengr.com | DBE | Engineering & Surveying | TBD* | TBD* |
| 4. *GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms to meet your 10% utilization goal. At this time, we have been unable to find a VOSB firm offering services relevant to LFUCG's known scope of work for this project. If awarded this project and when the scope of work is further clarified after the investigation stage, we will endeavor to use a VOSB firm on your project to meet your goals. | | | | |

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.

GRW has reviewed LFUCG's list of MBE, WBE, and VOSB firms, and we have selected DBE and WBE firms

GRW

**Company**

9/26/2019

**Date**

**Company Representative**

Vice President

**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #** 38-2019 Engineering Services for Sanitary Sewer Watershed Design

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

__X__ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

__X__ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

__X__ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE 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.

GRW

**Company**

9/26/2019

**Date**

**Company Representative**

Vice 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, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

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

    (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
        (a) Failure to perform the contract according to its terms, conditions and specifications;
        (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

9/26/2019
Date

# EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Brad Montgomery

*Signature*

GRW

*Name of Business*

## WORKFORCE ANALYSIS FORM

**Name of Organization:** GRW Engineers, Inc.

| 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 | 24 | 1 | 21 | | | | 2 | | | | | | | | | 1 | 23 |
| Professionals | 96 | 75 | 17 | | 1 | | | | | 3 | | | | | | 78 | 18 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 38 | 28 | 9 | | | | | | | 1 | | | | | | 29 | 9 |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | 14 | 13 | 1 | | | | | | | | | | | | | 13 | 1 |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | 34 | 34 | | | | | | | | | | | | | | 34 | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 206 | 151 | 48 | | 1 | | 2 | | | 4 | | | | | | 155 | 51 |

**Prepared by:** Gayla Szak, Human Resources Manager **Date:** 9/1/2019

*(Name and Title)*

*Revised 2015-Dec-15*

DIRECTOR, DIVISION OF CENTRAL PURCHASING

# Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

# GRW Engineers, Inc.

## Lexington, KY

# GRW Affirmative Action Programs

**February 1, 2019 through January 31, 2020**
**Plan Year**

# GRW Engineers, Inc.

## Lexington, KY

**Affirmative Action Program**
**For Protected Veterans**

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
## 41 C.F.R. § 60-300.44(a)

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;

3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or

4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

**Definitions.** For the purposes of this AAP, the term "Protected Veteran" shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or

2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a "disabled veteran," "recently-separated veteran," "active duty wartime or campaign badge veteran," and/or an "Armed Forces Service Medal Veteran" as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

## Review of Personnel Processes
## 41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.

3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.

4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.

5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:

    a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

## Physical and Mental Job Qualifications
## 41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:

   a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

   b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

   c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act ("ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation
## 41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.

3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
## 41 C.F.R. § 60-300.44(e)

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

## External Dissemination of Policy, Outreach, and Positive Recruitment
## 41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:

        i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;

        ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;

        iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;

        iv. The service officers of the national veterans' groups active in the area of GRW's establishment;

        v. Local veterans' groups and veterans' service centers near GRW's establishment;

        vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and

        vii. Any organization listed in the Employer Resources section of the National Resource Directory (*http://www.nationalresourcedirectory.gov/*), or any future service that replaces or complements it.

    b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:

        i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.

iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.

iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.

v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.

vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.

vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.

viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.

3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts
## 41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

## Internal Dissemination of Policy
## 41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.

2. GRW implements and disseminates this policy internally as follows:

   a. includes it in GRW's policy manual or otherwise make the policy available to employees; and

   b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.

3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:

   a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;

   b. Publicizing it in GRW's newspaper, magazine, annual report and other media;

   c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;

   d. Discussing the policy thoroughly in both employee orientation and management training programs; and

   e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

## Audit and Reporting System
## C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:

   a. Measures the effectiveness of GRW's AAP;

   b. Indicates any need for remedial action;

   c. Determines the degree to which GRW's objectives have been attained;

   d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;

   e. Measures GRW's compliance with the AAP's specific obligations; and

   f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.

2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

### 1. Identification and Responsibilities of EEO/AA Administrator
### 41 C.F.R. § 60-300.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Gayla Szak or the designated representative's duties include:

a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.

b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.

d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).

g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).

h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.

n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and

ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

## 2. Management Responsibilities
## 41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.

e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist subordinates and upper management in the prevention of harassment.

i. Show support for this AAP.

## Affirmative Action Training
## 41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.51% self-identified as a protected veteran. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;

2. The total number of job openings and total number of jobs filled;

3. The total number of applicants for all jobs;

4. The number of protected veteran applicants hired; and

5. The total number of applicants hired.

**See Protected Veterans Three Year Data Collection**

## BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45

**Benchmark:** The purpose of establishing benchmarks is to create a quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by GRW on an annual basis. GRW documents the hiring benchmark it has established each year. GRW retains these records for a period of three (3) years.

# GRW Engineers, Inc.

## Lexington, KY

# Affirmative Action Program
# for
# Individuals with Disabilities

**February 1, 2019 through January 31, 2020**
**Plan Year**

# CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

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# GRW Engineers, Inc.
## Lexington, KY

# AFFIRMATIVE ACTION PROGRAM
# FOR
# INDIVIDUALS WITH DISABILITIES

**February 1, 2019 through January 31, 2020**
**Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program ("AAP") for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 ("Section 503") and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

## Equal Employment Opportunity Policy Statement
**41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;

2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;

3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or

4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at GRW's establishment at GRW's Human Resources Office.

## Review of Personnel Processes
## 41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.

2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.

3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.

4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:

    a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.

    b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## Review of Physical and Mental Job Qualifications
## 41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.

4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.

5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:

   a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;

   b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,

   c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

## Reasonable Accommodation to Physical and Mental Limitations
## 41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).

2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

## Anti-Harassment Procedures
**41 C.F.R. § 60-741.44(e)**

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

## External Dissemination of Policy, Outreach, and Positive Recruitment
**41 C.F.R. § 60-741.44(f)**

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.

2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.

    a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

i. the State Vocational Rehabilitation Service Agency ("SVRA"), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;

ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;

iii. the Department of Veterans Affairs Regional Office nearest GRW's establishment (*www.va.gov*);

iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (*www.earnworks.com*);

v. local Employment Network ("EN") organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (*www.yourtickettowork.com/endir*);

vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;

vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and

viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.

b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.

i. Formal briefing sessions held, preferably on GRW's premises, with representatives from recruiting sources. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW's selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW's official in charge of GRW's AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.

iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.

iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.

v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (*http://rsa.ed.gov/*), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.

vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.

3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.

4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

## Assessment of External Outreach and Recruitment Efforts 41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

## Internal Dissemination of Policy

**41 C.F.R. § 60-741.44(g)**

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.

2. GRW implements and disseminates this policy internally as follows:

    a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and

    b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;

3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:

    a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;

    b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;

    c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;

    d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;

    e. discusses the policy thoroughly in both employee orientation and management training meetings;

    f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and

    g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## Audit and Reporting System

**41 C.F.R. § 60-741.44(h)**

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

## Responsibility for Implementation of the Plan

**41 C.F.R. § 60-741.44(i)**

### 1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Gayla Szak or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.

d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.

e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).

f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of $15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).

g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.

i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.

j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).

k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.

n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.

o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.

p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.

q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.

r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.

s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.

t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:

   i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);

   ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and

   iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

   Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.

ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## 2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.

b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.

c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.

d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.

e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.

f. Review position descriptions to see that they adequately reflect the job to be performed.

g. Audit training programs, hiring, and promotion patterns.

h. Assist employees and other members of management in the prevention of harassment.

i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

j. Show support for GRW's AAP.

## Affirmative Action Training

**41 C.F.R. § 60-741.44(j)**

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

## ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.34% self-identified as an individual with disability. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

**See Individuals with Disabilities Three Year Data Collection**

## UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45

**41 CFR § 60-741.45 Utilization goals.** The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

**Goal:** OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in GRW's workforce.

**Purpose.** The purpose of the utilization goal is to establish a benchmark against which GRW measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2019

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

| | |
|---|---|
| PRODUCER<br>The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411<br>E-MAIL ADDRESS: |
| INSURED<br>GRW Engineers Inc.<br>GRW Aerial Surveys<br>801 Corporate Drive<br>Lexington, KY 40503 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: Hartford Fire Insurance Company 19682<br>INSURER B: Hartford Casualty Insurance Company 29424<br>INSURER C: Sentinel Insurance Company Ltd 11000<br>INSURER D: XL Specialty Insurance Company 37885<br>INSURER E: Hartford Casualty Insurance Company 29424<br>INSURER F: Global Aerospace, Inc 22480 |

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | X | 33UUNZB9755 | 03/01/2019 | 03/01/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | 33RHUZB9550 | 03/01/2019 | 03/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 33WEIC7893 | 03/01/2019 | 03/01/2020 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Professional Liability | | X | DPR9934462 | 03/01/2019 | 03/01/2020 | Per Claim/Agg | 5,000,000 |
| E | Equipment - AVC | | | 33MSZL9179 | 03/01/2019 | 03/01/2020 | Scheduled | 2,860,959 |
| F | Aviation Liability | | | 900006317 | 03/01/2019 | 03/01/2020 | Occurrence | 1,000,000 |

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

**CERTIFICATE HOLDER**

For Informational Purposes

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

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# EXHIBIT D

## Further Description of Basic Engineering Services

## and

## Related Services

**LFUCG TASK ORDER NO. _____**
**UNDER LFUCG AGREEMENT WITH_____FOR**

_____

| | CONSULTANT | OWNER |
|---|---|---|
| | _____ | Lexington Fayette Urban County Government |
| **Street Address** | _____ | 200 East Main Street |
| **City, State, Zip** | _____ | Lexington, KY 40507 |
| **Contact Person** | _____ | Charles Martin |
| **Telephone** | _____ | 859-425-2400 |
| **Fax** | _____ | 859-254-7787 |
| **E-Mail** | _____ | cmartin@lexingtonky.gov |

**Task Order Date:** _____

**Task Name:** _____

**Task ID:** _____

**SCOPE OF WORK/DELIVERABLES**

**See Attached**

**SCHEDULE OF WORK**

**See Attached**

**FEE**

**See Attached**

**ADDITIONAL PROVISIONS**

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

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

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

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

**ACCEPTED BY:**

_____
Consultant's Authorized Signature

_____
Date Signed

**AUTHORIZED BY:**

_____
Owner's Authorized Signature

_____
Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner_____.*
*A fully executed copy will be returned to the Consultant.*

MAYOR LINDA GORTON

LEXINGTON

CHARLES H MARTIN
DIRECTOR
WATER QUALITY

**TO:** Mayor Linda Gorton
Urban County Council

**FROM:** Charles H. Martin, P.E., Director
Division of Water Quality

**DATE:** November 15, 2019

**SUBJECT:** Engineering Design Services Contract – RFP #38-2019
Team 2: GRW Engineering

**Request**

The Division of Water Quality recommends the award of an indefinite services engineering contract to GRW Engineering for professional services needed to complete various sanitary sewer pipeline projects in the East Hickman sewershed.

**Why are you requesting?**

The division continues to aggressively implement all phases of the Consent Decree. An important component of this implementation is the timely completion of EPA and state approved pipeline projects that are more often than not hydraulically dependent on each other. Due to the technical relationship between pipeline projects located within the same drainage basin, the division recommends designing future sanitary pipeline projects within a specific watershed using the recommended design team.

GRW was the top ranked submission out of six remaining proposals received for the Team 2: East Hickman sewershed. The reviews and ranking were compiled by a review team that included staff representing the Division of Central Purchasing and the Division of Water Quality.

**What is the cost in this budget year and future budget years?**

While there is no guarantee of future work, the annual design contract value, per the EPA approved RMP schedule, is expected to range from $0 to $420,000 annually.

**Are funds budgeted?**

Future funding dependent to future budget decisions made by Urban County Council

**File Number:** RMP #38-2019

**Director/Commissioner:** Martin/Albright