

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March, 2017, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("OWNER") and Strand Associates Inc. with offices located at 1525 Bull Lea Road, Suite 100, Lexington, KY 40511 ("CONSULTANT"). OWNER intends to proceed with the Engineering Services for Investigation/Design Services for West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank Improvements as described in the attached EXHIBIT A, Scope of Engineering Services and Related Matters RFP #3-2017 (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 December 2018 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 RFP #3-2017 (Including Addendums 1-3).
3. EXHIBIT B – Certificate of Insurance and Evidence of Insurability.

4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #3-2017).
5. **EXHIBIT D** - NOT USED

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**, and then **EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #3-2017, and **EXHIBIT C** Proposal of Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables as further described in attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #3-2017, and attached **EXHIBIT C**, Proposal of 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 pay **CONSULTANT** a lump sum amount not to exceed **\$149,000.00**.

5.1.2. For Extra Work

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2. **In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.**
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

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

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

Coverage

Limits

General Liability
(Insurance Services Office Form CG 00 01)

\$1 million per occurrence,
\$2 million aggregate or
\$2 million combined single limit

Commercial Automobile Liability
(Insurance Services Office Form CA 0001)

combined single,
\$1 million per occurrence

Professional Liability

\$1 million per occurrence,
\$ 2 million aggregate

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

CONSULTANT:
Strand Associates Inc.

BY: *Jim Gray*
JIM GRAY, MAYOR

BY: *Matthew S. Richards*
Matthew S. Richards
Corporate Secretary

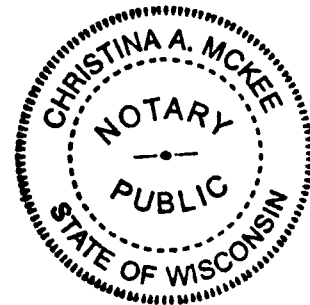
ATTEST:
Sharon A. DePry
URBAN COUNTY COUNCIL CLERK

~~State of Wisconsin~~
COMMONWEALTH OF KENTUCKY)
Dane)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by ~~Christina A. McKee~~ Matthew S. Richards as the duly authorized representative for and on behalf of Strand Associates Inc. on this the 14th day of April, 2017.

My commission expires: 1/26/2021.

Christina A. McKee
NOTARY PUBLIC





ADDITIONAL REMARKS SCHEDULE

AGENCY Ansay & Associates, LLC. MSN		NAMED INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Thirty (30) days advance written notice via certified mail, return receipt requested in the event of cancellation or non-renewal will be given to the Certificate Holder

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #3-2017

**Investigation / Design Services for West Hickman WWTP
Scum Removal Addition and Aerated Sludge Holding Tank Improvements**

Lexington – Fayette Urban County Government (LFUCG) Division of Water Quality

The Lexington-Fayette Urban County Government is accepting proposals from interested consulting engineering firms for the Investigation / Design Services for West Hickman Wastewater Treatment Plant (WWTP) Scum Removal Addition and Aerated Sludge Holding Tank Improvements.

1. General Project Description

The CONSULTANT shall perform professional services as hereinafter stated which shall include but is not limited to customary civil, structural, geotechnical, mechanical, electrical engineering, and programming services as related to the Investigation / Design for West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank Improvements.

Per the Group Two Sanitary Sewer System and WWTP Remedial Measures Plan, the intent of the Scum Removal Addition and Aerated Sludge Holding Tank Improvements Project is to add scum and grease control facilities to the West Hickman WWTP treatment train and to add a geodesic dome to a second Aerated Sludge Holding Tank for additional sludge storage.

Funding for this project is 100% sewer fund revenue, no federal fund involvement is expected.

2. Scope of Work: Scum Removal Addition and Aerated Sludge Holding Tank Improvements

The Scum Removal Addition will add equipment to control/remove scum and grease in the area of the plant determined to attain the best results after review by the consultant. The Aerated Sludge Holding Tank Improvements will add a geodesic dome to a second Aerated Sludge Holding Tank for additional sludge storage. To accompany the new geodesic dome will be odor control piping tie-in to an additional system and the design and construction of a building to contain the existing odor control equipment. The construction of the Scum Removal Addition and Sludge Holding Tank Improvements must be completed by **December 31, 2018**. This is a Consent Decree project.

During the design the CONSULTANT will work to install new equipment that will enhance the process at The West Hickman WWTP. Expected system designs necessary for this project are listed below.

Scum Removal System

- Scum Removal System (one example: DAF system)
- All associated piping/construction needed to route the grease to the system.
- Analysis and design of collection and disposal of grease collected.
- Integration design to add equipment and controls to existing SCADA.
- Electrical design to supply power to the new system.

Aerated Sludge Holding Tank Improvements

- Geodesic Dome Cover
- Design of ductwork to attach to existing odor control.
- Design of building to contain existing odor control unit.
- Integration design to add equipment and controls to existing SCADA.

A. Task 1: Existing Process Performance Review

- (1) Interview West Hickman Wastewater Treatment Plant Operations and Management staff for input regarding the current process as it pertains to scum accumulation and likes/dislikes of the current geodesic dome.
- (2) Collect any supporting data needed for design decisions.

B. Task 2: Develop Equipment/Process Replacement Concepts and Schedules

- (1) Prepare a conceptual layout for each concept evaluated along with design calculations.
- (2) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.
- (3) Prepare preliminary cost estimates and implementation schedules for all conceptual designs.
- (4) Present Preliminary Engineering Report to Treatment Plant Management Staff for a review of all conceptual designs and receive guidance for progress towards the final design.
- (5) LFUCG will respond in writing to the preliminary Engineering Report, providing authorization for work under Task 3.

C. Task 3: Detailed Design

- (1) Conduct detailed design progress meetings at 25%, 50%, and 90% completion. The dates for these progress meetings will be decided on during the first pre-design meeting. Progress reports and drawings will be submitted one week before the Lexington-Fayette Urban County Government review and comment. (3 copies)
- (2) Conduct and present any related design calculations to support the new equipment/process.
- (3) Furnish detailed cost estimates for probable cost and revise the 20-year life cycle and present worth analysis for the 50% review and the final design.
- (4) Update project schedules at 25%, 50%, and 90%.

D. Task 4: Bidding Services

- (1) Prepare final plans and specifications ready for bidding. Plans and specifications are to be provided in both hard copy and standard electronic format compatible with Lexington-Fayette Urban County Government equipment. The most recent plans and specifications have been submitted in PDF format. A minimum of 7 copies will be required.
- (2) Coordinate and submit plans, specifications, and permit application to the Kentucky Division of Water for the purposes of receiving a construction permit.

- (3) Provide customary bidding services including preparation of advertisement, conducting pre-bid meeting(s), issuing required addenda, evaluating bids, and providing a recommendation of award.

E. Task 5: Construction Administration Services

- (1) Track, review and approve all shop drawings.
- (2) Track change orders, review requests, provide recommendation/comments, and prepare the paper work to be submitted to council.
- (3) Track and answer all Request for Information (RFIs)
- (4) Coordinate and lead monthly construction progress meetings.
- (5) Conduct construction inspections and submit weekly reports once construction begins. Please submit estimated hours per week, total hours included for inspections and the hourly rate with your detailed cost estimate.
- (6) Take before and after photos of all stages of construction.
- (7) Review and approve contractor's monthly payment applications.
- (8) Attend and maintain test reports for all equipment start-up for the project.
- (9) Coordinate final inspection of completed work and prepare the final punch list.
- (10) Transfer field notes from the contractor's drawings and submit final as-built drawings to the owner.

NOTE: This outline is not intended to be all inclusive but is intended to be a guide for prospective firms as to the general expectations of the Owner. The Lexington-Fayette Urban County Government will not compensate firms for the cost of proposal preparation.

4. Detailed Cost Estimates

The CONSULTANT shall prepare a detailed cost estimate for this proposal based on the Tasks defined in this Request for Proposal. The estimate shall show a preliminary schedule estimating the time necessary to complete the Tasks outlined with a unit price associated. The intent of this proposal is to show the number of hours associated with a lump sum fee for the Scum Removal Addition and Aerated Sludge Holding Tank Improvements. If your firm has additional Tasks that would be recommended show the new Tasks as separate line items with the scope well defined.

5. Proposal Content

The proposal will contain the following components.

- A. Cover Letter
- B. Scope/fee (Detailed Cost Estimate) – No more than 8 pages. ***The attached Fee Schedule completed with your estimated cost will be the last page in this section.***

- C. Estimated Schedule – No more than 4 pages.
- D. Project Team with One-Page Resumes (Do not submit resumes for individuals contributing less than 10% of total man hours allocated)
- E. A list of 5 similar projects with owner contact information. This section shall be no more than 5 pages total.

6. Schedule and Completion

The proposed timeline for completion of the Scope of Services outlined in the proposal is as follows:

Scum Removal Addition and Sludge Holding Tank Improvements

Award Design Contract	April 2017
Meeting to Review Final Design – 90% Completion	September 2017
Bid Opening	November 2017
Award of GC Contract	December 2017

The CONSULTANT shall coordinate the exact time and location of all meetings with the Plant Engineer, Division of Water Quality.

NOTE: Schedule may be adjusted based on final negotiations. When submitting the schedule with your proposal please indicate if your firm could complete this project any sooner than the estimated time above.

7. Method of Invoice and Payment

The CONSULTANT shall submit monthly for basic services or work rendered, based upon the CONSULTANT'S estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each task for both the billing cycle and the cumulative project period. Also include the percent Disadvantaged Business Enterprise (DBE) cost with each monthly invoice.

The Director of Water Quality or his designee shall respond to the invoice within thirty days of receipt, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

8. Miscellaneous

All plans, specifications, and accompanying documents are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality, Division of Engineering, Division of Risk Management, and Division of Building Inspection. The CONSULTANT shall be responsible for incorporating the comments and requirements of the divisions into all documents.

**Investigation/Design Services for West Hickman WWTP
Scum Removal Addition and Sludge Holding Tank Improvements**

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

Scope of Work: Scum Removal Addition and Sludge Holding Tank Improvements

- A. Task 1: Existing Process Performance Review
Cost Task 1: _____
- B. Task 2: Develop Equipment/Process Replacement Concepts
Cost Task 2: _____
- C. Task 3: Detailed Design
Cost Task 3: _____
- D. Task 4: Bidding Services
Cost Task 4: _____
- E. Task 5: Construction Administration Services
Cost Task 5: _____

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

_____/_____/_____

Section 2 Total Cost:

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #3-2017

Date: February 9, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Consultants may schedule a site visit with Jim Worten at 859-272-1713 or Rick Bowman at 859-425-2475. Beginning Monday February 13, 2017.

Any requests for specific drawings can be requested from Jim Worten & Rick Bowman and these will then be provided at the pre-proposal meeting on February 22, 2017

A handwritten signature in black ink that reads "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: _____



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #3-2017

Date: February 22, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-Bid Sign in sheet is attached.

EPA MBE/WBE forms will be included in addendum#3

Inspections will be required 1-2 times weekly; a resident inspector will not be required.

A handwritten signature in black ink that reads "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: _____



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #3

RFP Number: #3-2017

Date: February 23, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Attached:

**MBE/WBE EPA Forms
Ovivo Shop Drawings
Scum Piping Schematic**

1. The dome that was installed on Aerated Sludge Tank #2 is from Conservatek.
2. Description of Scum Piping - Scum is currently collected in the center wells of the final clarifiers. The scum is pumped from the center wells to the distribution box for each set of four final clarifiers (1-4 share a box and 5-8 share a box). The scum from the distribution boxes are pumped by one pump in the basement through the underground tunnels to the thickeners. All piping in the tunnels is easily accessible. See attached schematic (scum piping) for approximate piping location.

A handwritten signature in black ink that reads "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: _____





OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____

BID DATE: _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Total Contract Amount: _____

2. Total dollar amount/percent of contract of MBE participation: _____

3. Total dollar amount/percent of contract of WBE participation: _____

4. Are certifications* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain: Yes No _____

5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: Yes No _____

6. List of MBE Subcontractors:

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

7. List of WBE Subcontractors:

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

Attach Additional Sheets, If Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

(i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

(ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: _____

Area of work expertise: _____

Date of any follow-ups and person spoke to: _____

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

Name of publication: _____

Date(s) of advertisement: _____

Specific subcontract areas announced: _____

c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of notification: _____

Date(s) of notification: _____

(iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

(iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.

(v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbdg.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to DBEs.

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

(vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. **Signature and date:**

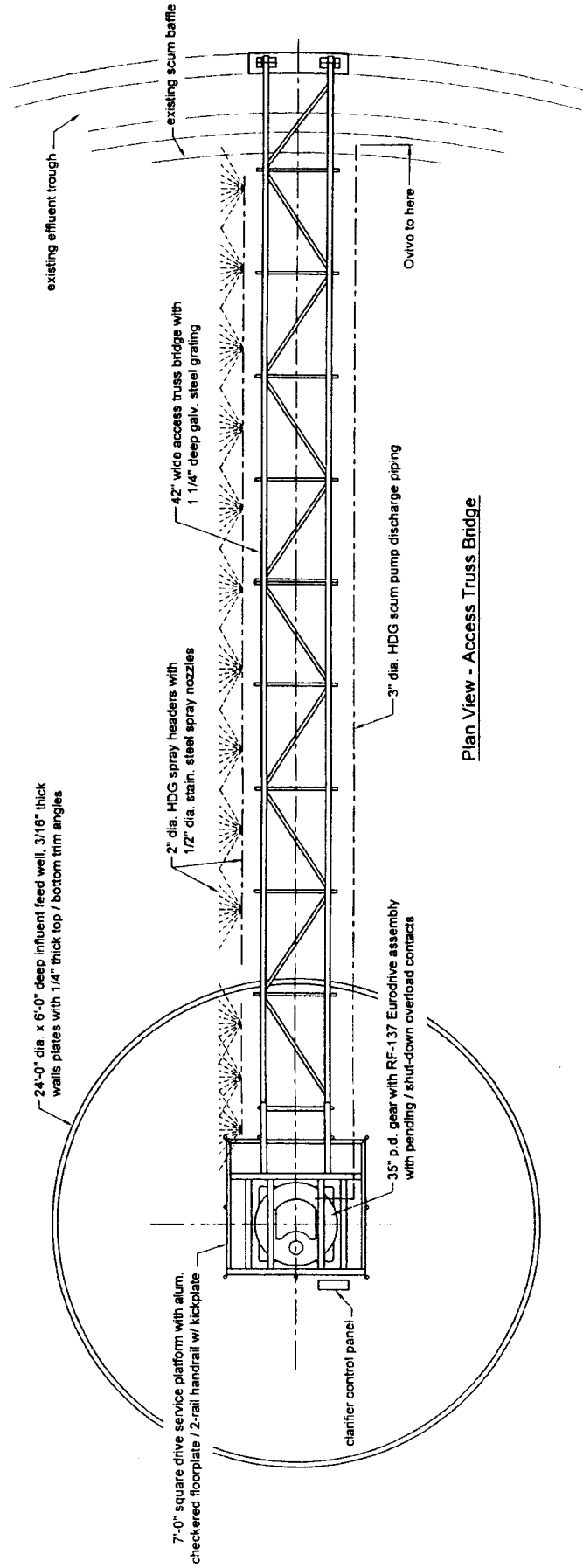
To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

Signature

Print name and title

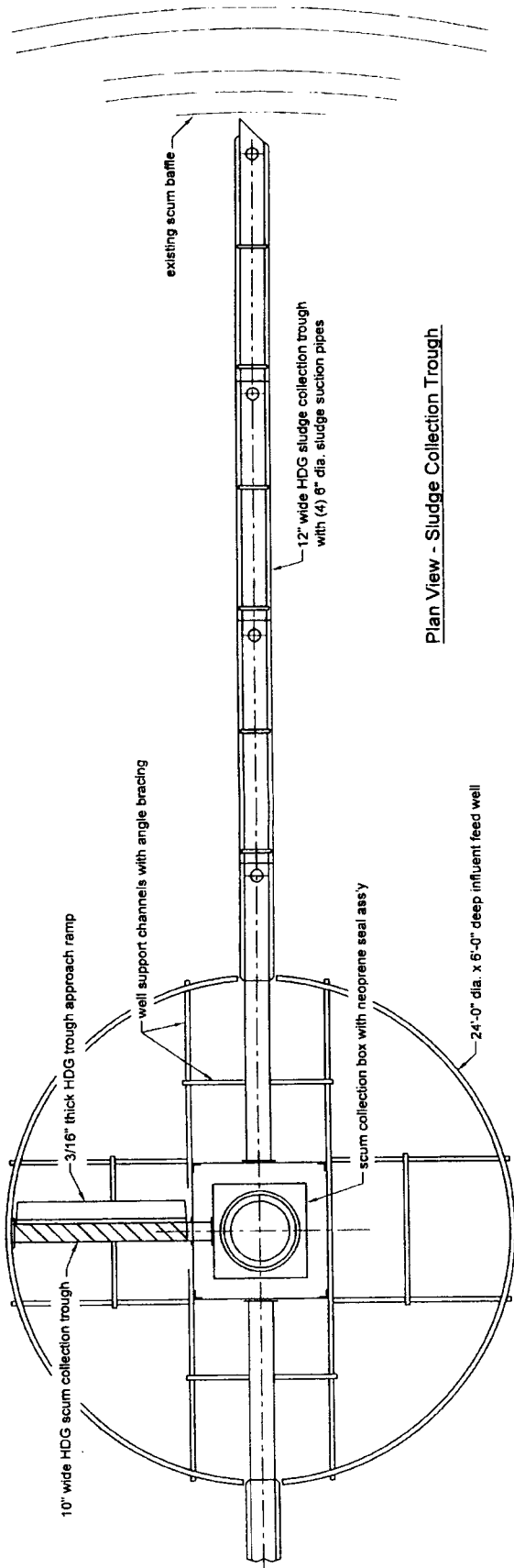
Date

Note: All equipment supplied by Ovivo to be minimum 1/4" thick carbon steel, hot-dip galvanized (HDG) unless noted otherwise.



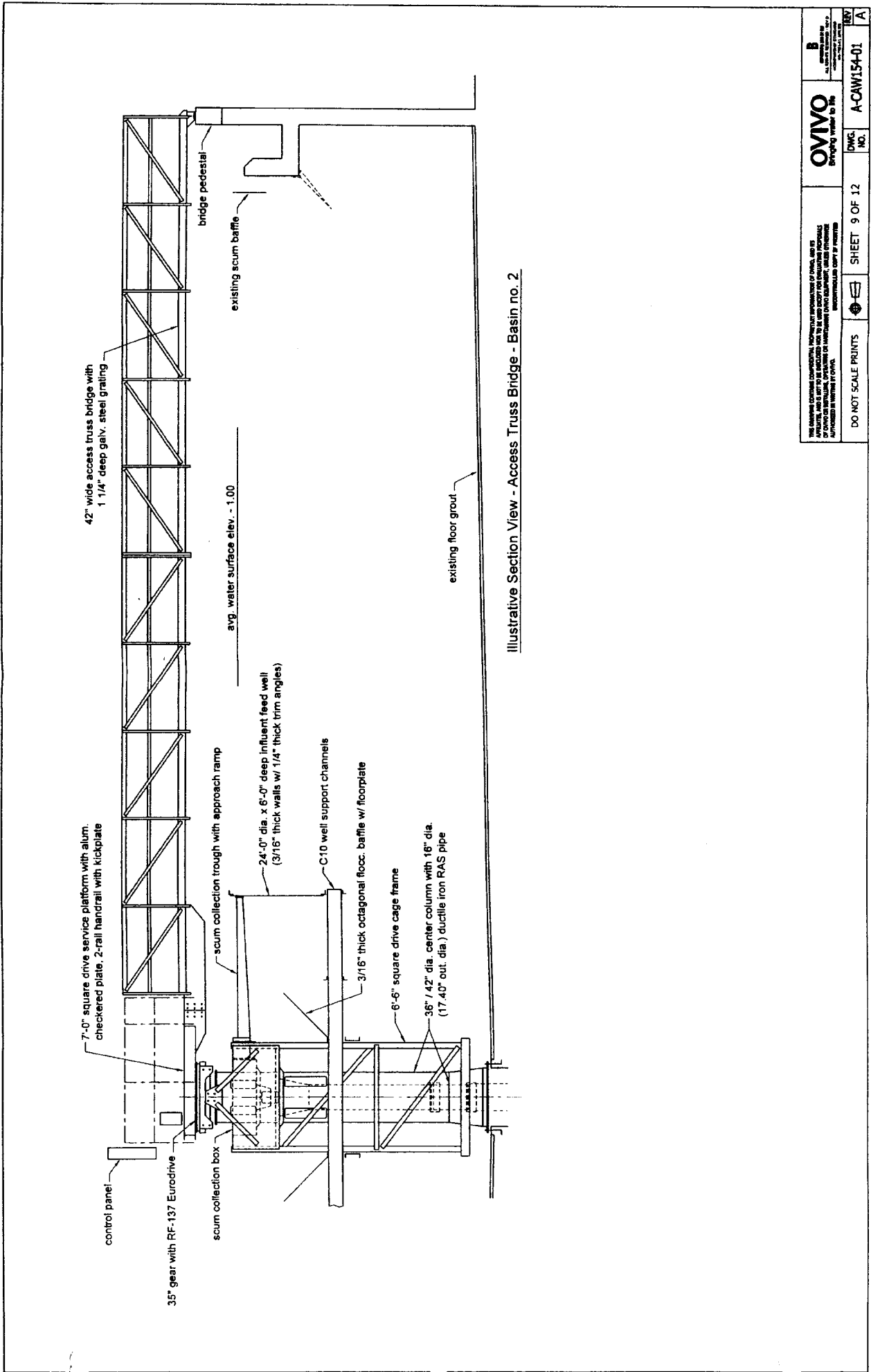
Plan View - Access Truss Bridge

<p>OVIVO Bringing water to life</p> <p><small>OVIVO WATER SYSTEMS, INC. 10000 W. CENTURY BLVD. SUITE 1000 DENVER, CO 80231 TEL: 303.440.1000 FAX: 303.440.1001 WWW.OVIVO.COM</small></p>	<p>B</p>
	<p>DATE: 12/12/11</p>
<p>PROJECT: A-CAW154-01</p>	<p>SHEET: 6 OF 12</p>
<p>DO NOT SCALE PRINTS</p>	<p>10/7</p>
<p>10/7</p>	<p>A</p>



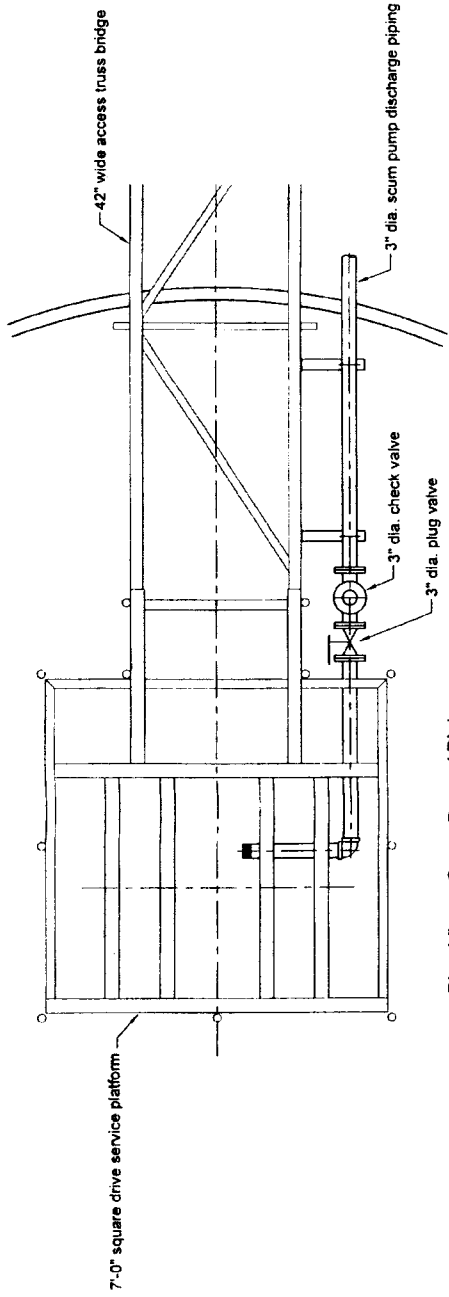
Plan View - Sludge Collection Trough

 OVIVO Engineering water to life	<small>THE ENGINEERING CONSULTING PROFESSIONAL CORPORATION OF CIVIL, MECHANICAL, ELECTRICAL, PLUMBING, SANITARY, AND ENVIRONMENTAL ENGINEERS AND ARCHITECTS. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF CALIFORNIA. LICENSE NO. 40000 AND 40001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF TEXAS. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF FLORIDA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF ILLINOIS. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF INDIANA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF MISSISSIPPI. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF MISSOURI. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF NEBRASKA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF NEVADA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF NEW YORK. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF NORTH CAROLINA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF NORTH DAKOTA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF OHIO. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF OKLAHOMA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF SOUTH CAROLINA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF SOUTH DAKOTA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF TARRANT. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF UTAH. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF VIRGINIA. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF WISCONSIN. LICENSE NO. 10000 AND 10001. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS IN THE STATE OF WYOMING. LICENSE NO. 10000 AND 10001.</small>	SHEET 7 OF 12	DWG. NO. A-CAW154-01	REV. A
		DO NOT SCALE PRINTS		

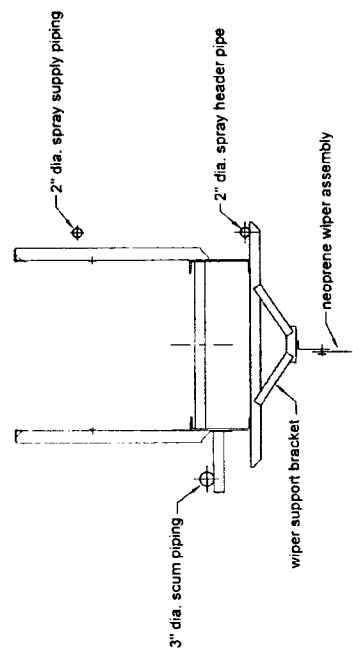
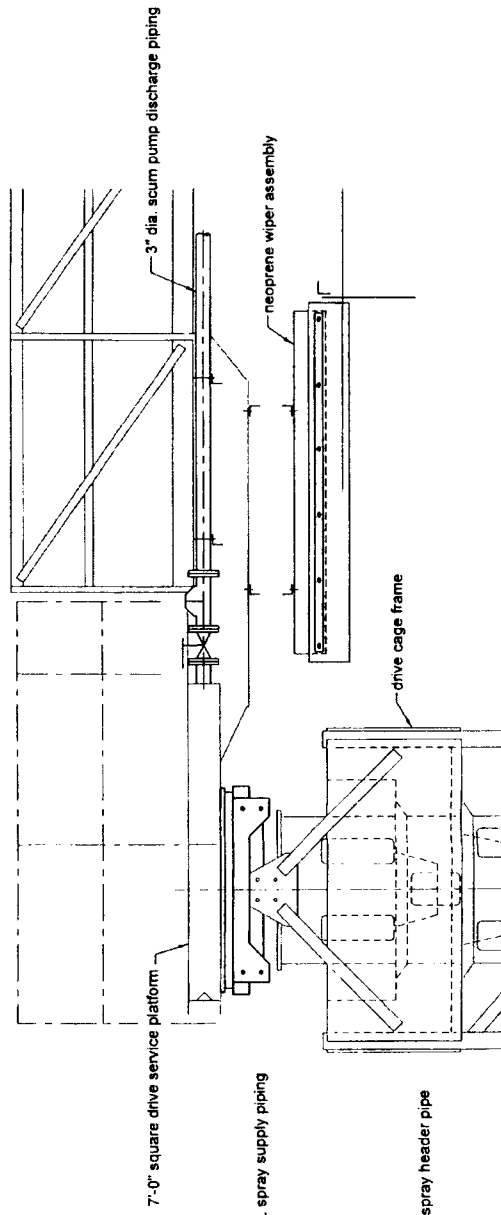


Illustrative Section View - Access Truss Bridge - Basin no. 2

<p>THE ABOVE DRAWING IS THE PROPERTY OF OVIVO INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF OVIVO INC.</p>	<p>OVIVO ENGINEERING & CONSULTING</p>	<p>REV. NO.</p>	<p>REV. NO.</p>
		<p>DO NOT SCALE PRINTS</p>	<p>SHEET 9 OF 12</p>
		<p>DWG. NO.</p>	<p>A-CAW154-01</p>
			<p>A</p>



Plan View - Scum Pump / Piping.



Illustrative Section View - Scum Pump / Piping.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

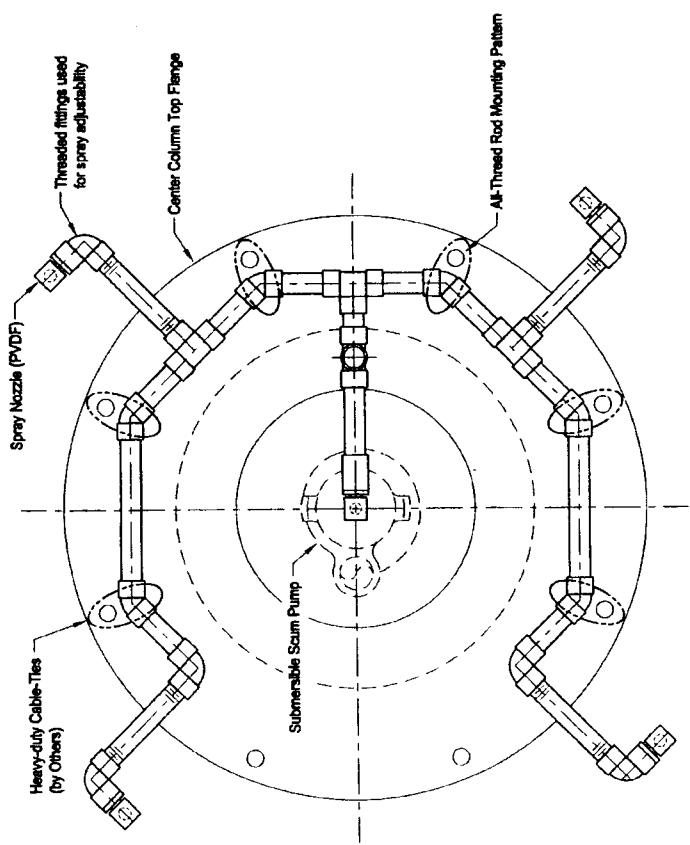
OVIVO
Bringing water to life

DO NOT SCALE PRINTS

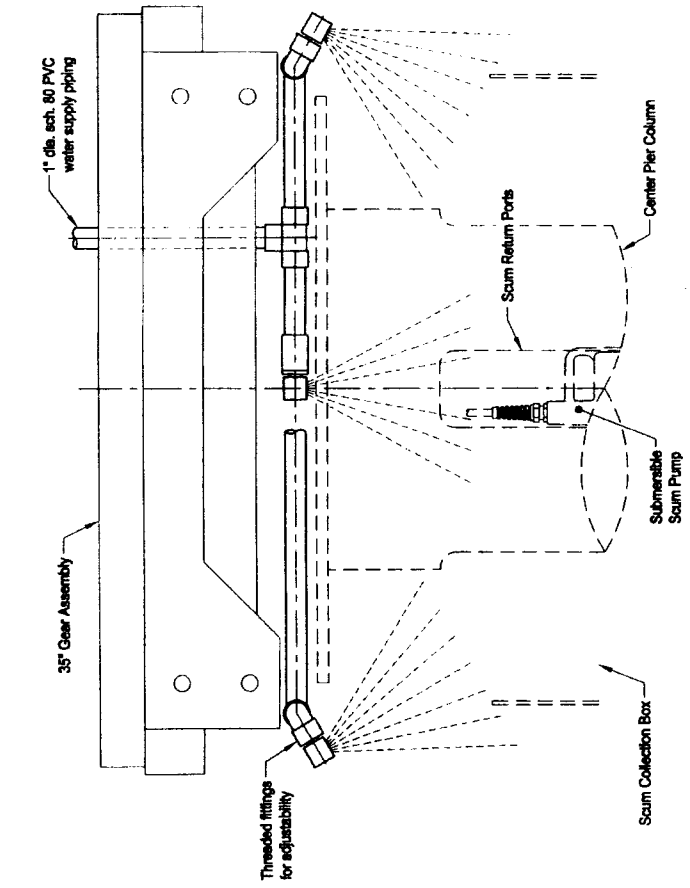
SHEET 12 OF 12

DWG. NO. A-CAW154-01

REV A



Top View - Spray Ring
Items Removed for Clarity



Side View - Spray Ring
Items Removed for Clarity

Typical Arrangement - S.S. 3.5 Clarifier
(Submersible Scum Pump)

- Notes:**
1. All components of spray ring are 1" dia. schedule 80 PVC, excluding spray nozzles.
 2. Spray ring is field cut, glued, and assembled.
 3. Spray nozzles extend beyond edge of center column flange 3" to 4" (as required) for spray pattern.

WEST HICKMAN CREEK WWTP

Scum Piping Schematic

~ Red lines indicate scum piping from final clarifiers.

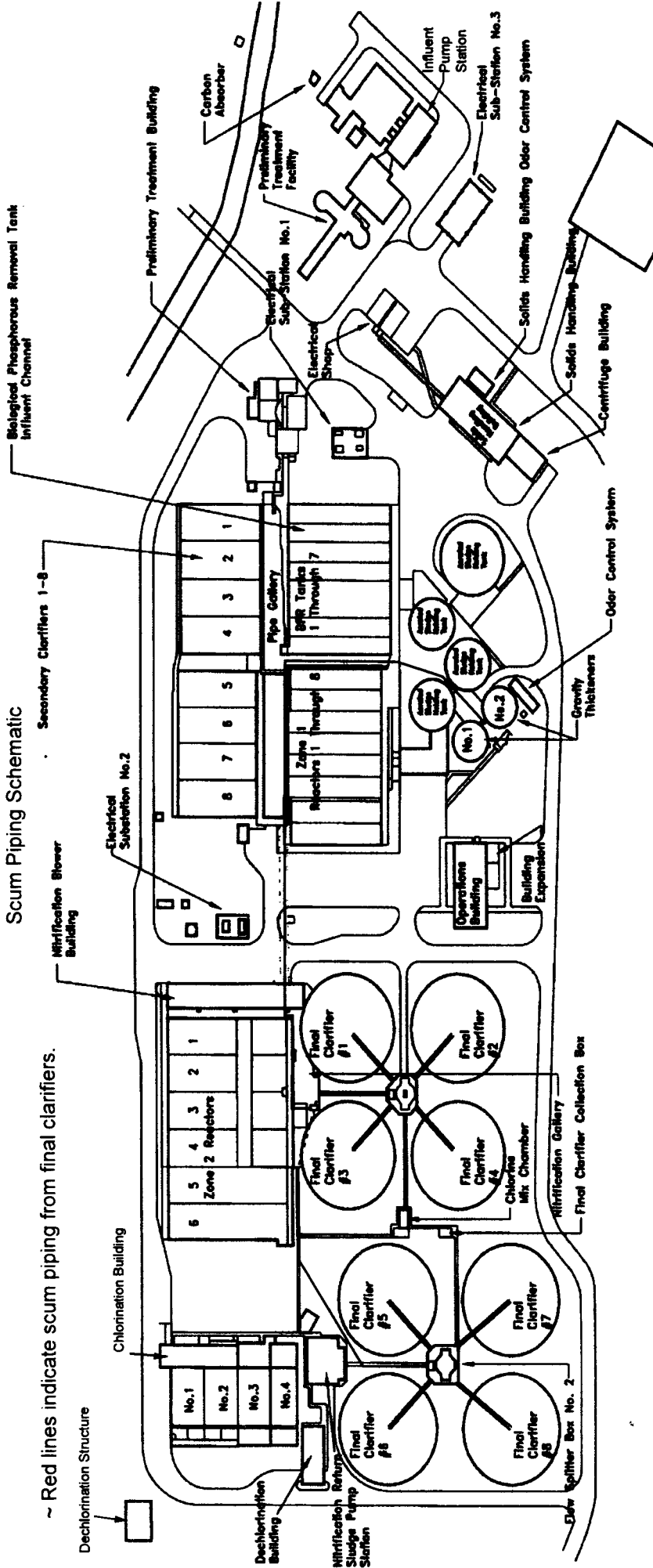


EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2017

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 Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: Susan Simoneau	FAX (A/C, No): 608-831-4777	
	PHONE (A/C, No, Ext): 800-643-6133	E-MAIL ADDRESS: sue.simoneau@ansay.com	
INSURED STRAASS-01 Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CNA Insurance Companies		35289
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 562125056 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bikt.Contractua <input checked="" type="checkbox"/> XCU Cov. Inc. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	5099170076	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$900,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	5099170062	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	5099170059	1/1/2017	1/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC595126844	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	PROFESSIONAL & POLLUTION LIABILITY		AEH113974097	7/11/2016	7/11/2017	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

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

PROJECT: Design Services for West Hickman WWTP Scum Removal Addition
RFP #3-2017

The Lexington Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest are named as Additional Insureds on a primary and non-contributory basis as required by written contract. See Attached...

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
200 E. Main Street
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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Ansay & Associates, LLC. MSN		NAMED INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Thirty (30) days advance written notice via certified mail, return receipt requested in the event of cancellation or non-renewal will be given to the Certificate Holder

EXHIBIT C

Proposal of Engineering Services

and

Related Matters



Design
Services for
West Hickman
WWTP Scum
Removal
Addition

RFP#3 – 2017

Proposal for

Lexington-Fayette
Urban County
Government

March 3, 2017

Firm Submitting Proposal: Strand Associates, Inc.

Complete Address: 1525 Bull Lea Road, Suite 100, Lexington, KY 40511
Street City Zip

Contact Name: Michael Davis Title: Senior Associate

Telephone Number: (859)225-8500 Fax Number: (859)225-8501

Email address: mike.davis@strand.com



Table of Contents

Section
Page No.

Addendums

Addendum #1 dated 2/9/2017
 Addendum #2 dated 2/22/2017
 Addendum #3 dated 2/23/2017

Cover letter

Benefit Statement A.

Scope/Fee

..... B.
 • Fee Schedule..... 8

Estimated Schedule

..... C.
 • Degree of Local Employment..... 2.
 • Capacity for Performance..... 3.

Project Team

..... D.
 • Character, Integrity, Reputation, Judgment, Experience and Efficiency..... 3
 • Resumes 4

Similar Projects

..... E.
 • Past Record of Performance 1.
 • Specialized Experience..... 2.

Appendix

- Affidavit
- General Provisions
- Equal Opportunity Agreement
- Strand Equal Employment Opportunity Policy Statement
- MWDBE Participation Form
- Good Faith Efforts Form
- Work Force Analysis Form
- Certificate of Insurance

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #3-2017

Date: February 9, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Consultants may schedule a site visit with Jim Worten at 859-272-1713 or Rick Bowman at 859-425-2475. Beginning Monday February 13, 2017.

Any requests for specific drawings can be requested from Jim Worten & Rick Bowman and these will then be provided at the pre-proposal meeting on February 22, 2017

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: Strand Associates, Inc.

ADDRESS: 1525 Bull Lea Road, Suite 100, Lexington, KY 40511

SIGNATURE OF BIDDER: Matthew Shickel



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #3-2017

Date: February 22, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-Bid Sign in sheet is attached.

EPA MBE/WBE forms will be included in addendum#3

Inspections will be required 1-2 times weekly; a resident inspector will not be required.

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: Strand Associates, Inc.

ADDRESS: 1525 Bull Lea Road, Suite 100, Lexington, KY 40511

SIGNATURE OF BIDDER: Matthew Schuch



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #3

RFP Number: #3-2017

Date: February 23, 2017

Subject: Design Services for West Hickman WWTP Scum Removal Addition

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Attached:
MBE/WBE EPA Forms
Ovivo Shop Drawings
Scum Piping Schematic

1. The dome that was installed on Aerated Sludge Tank #2 is from Conservatek.
2. Description of Scum Piping - Scum is currently collected in the center wells of the final clarifiers. The scum is pumped from the center wells to the distribution box for each set of four final clarifiers (1-4 share a box and 5-8 share a box). The scum from the distribution boxes are pumped by one pump in the basement through the underground tunnels to the thickeners. All piping in the tunnels is easily accessible. See attached schematic (scum piping) for approximate piping location.

A handwritten signature in black ink that reads "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: Strand Associates, Inc.

ADDRESS: 1525 Bull Lea Road, Suite 100, Lexington, KY 40511

SIGNATURE OF BIDDER: *Matthew Reich*





OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____

BID DATE: _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Total Contract Amount: _____

2. Total dollar amount/percent of contract of MBE participation: _____

3. Total dollar amount/percent of contract of WBE participation: _____

4. Are certifications* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain: _____ Yes No

5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: _____ Yes No

6. List of MBE Subcontractors:

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

7. List of WBE Subcontractors:

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

Attach Additional Sheets, if Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

(i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

(ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: _____

Area of work expertise: _____

Date of any follow-ups and person spoke to: _____

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

Name of publication: _____

Date(s) of advertisement: _____

Specific subcontract areas announced: _____

c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of notification: _____

Date(s) of notification: _____

(iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

(iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.

(v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbdg.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to DBEs.

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

(vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. **Signature and date:**

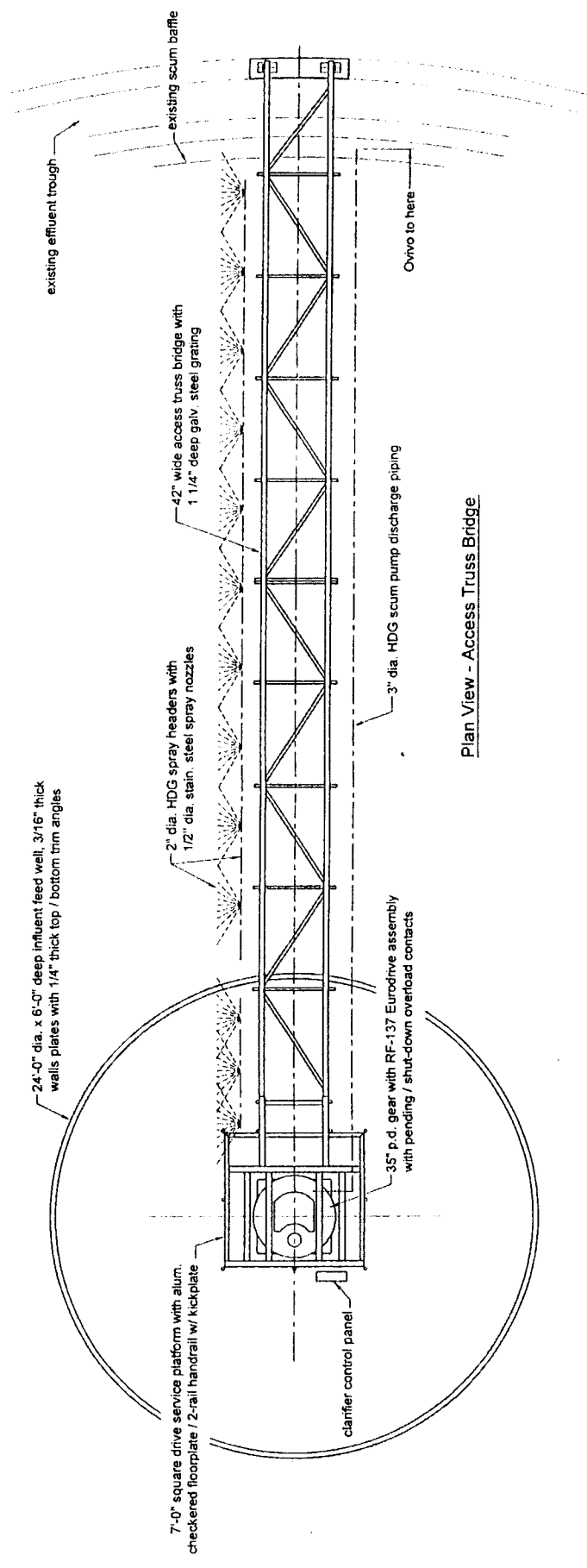
To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

Signature

Print name and title

Date

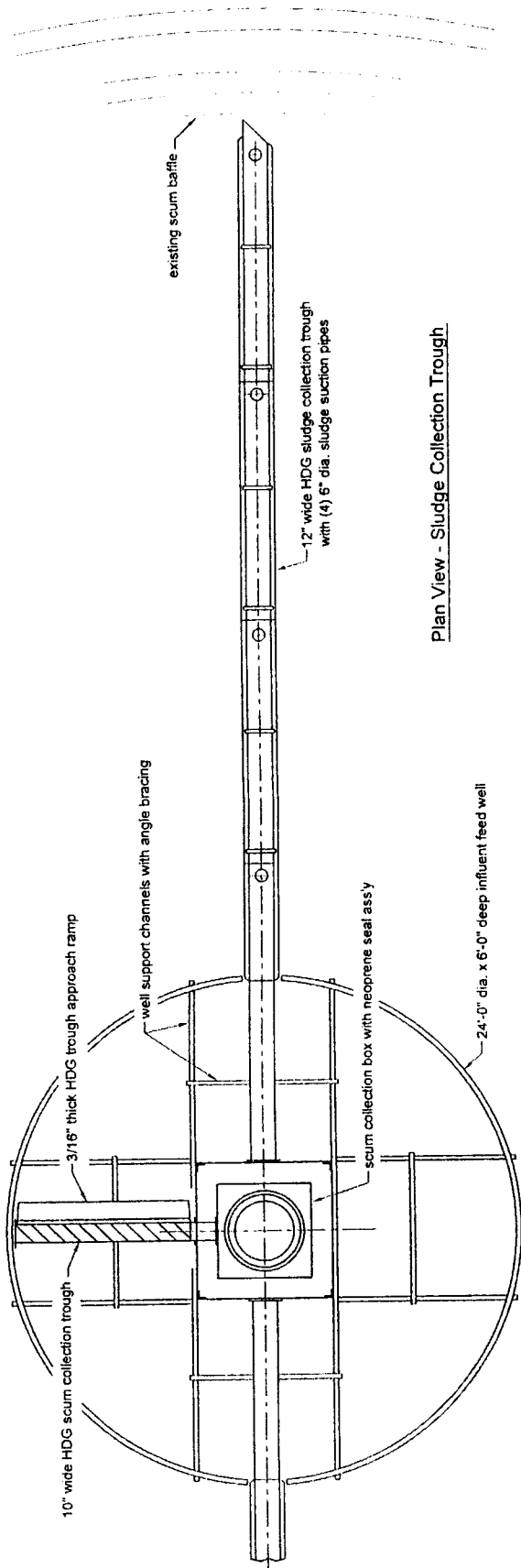
Note: All equipment supplied by Ovivo to be minimum 1/4" thick carbon steel, hot-dip galvanized (HDG) unless noted otherwise.



Plan View - Access Truss Bridge

<p>OVIVO Bringing Water to The</p>	<p>FOR THE DESIGN OF THIS PROJECT, THE PREPARED INFORMATION OF OVIVO, AND ITS AFFILIATES, IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECTS. OVIVO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. OVIVO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION.</p>	<p>DWG. NO. A-CAW154-01</p>	<p>REV. A</p>
		<p>SHEET 6 OF 12</p>	<p>REV. B</p>

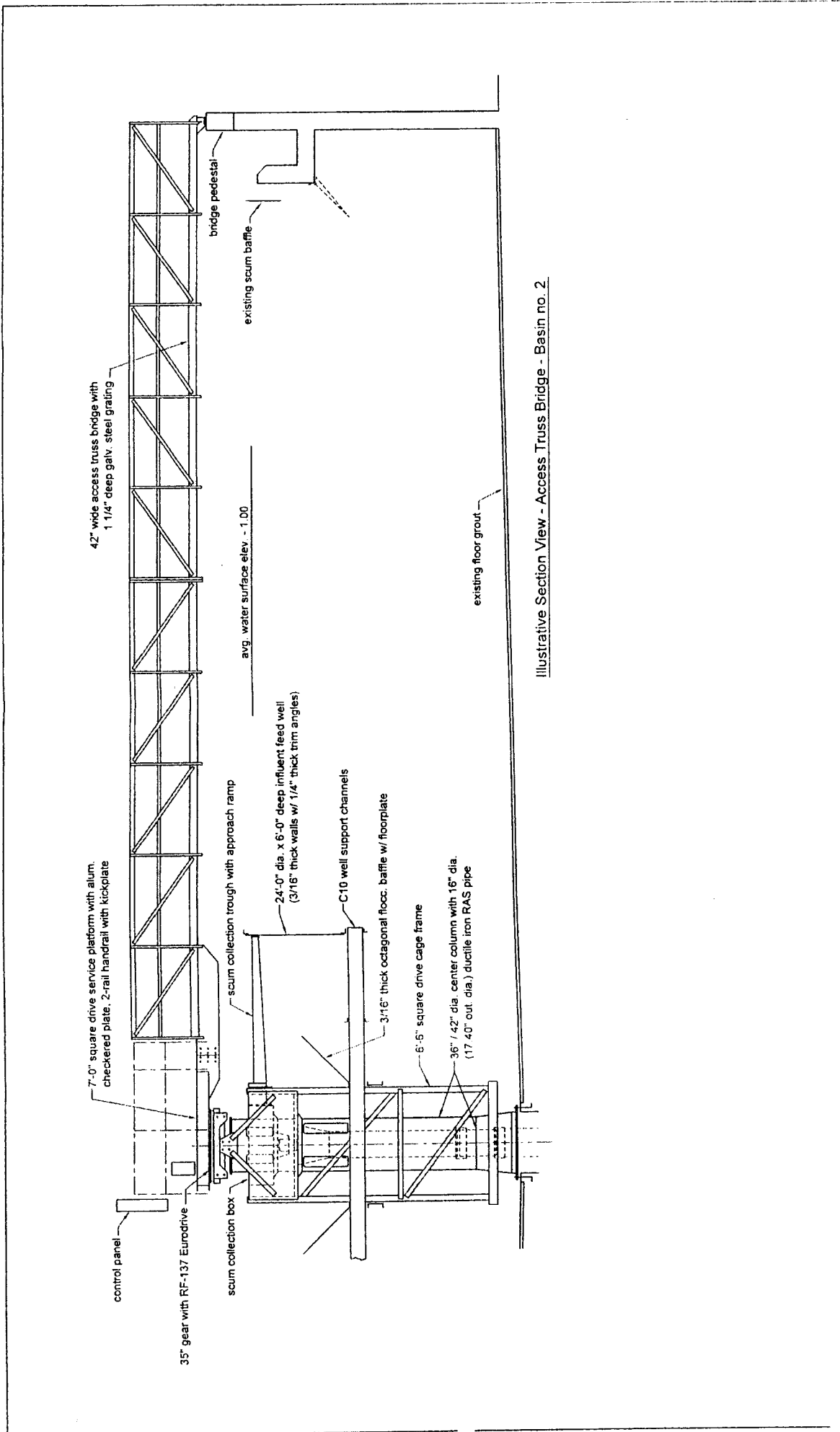
DO NOT SCALE PRINTS



Plan View - Sludge Collection Trough

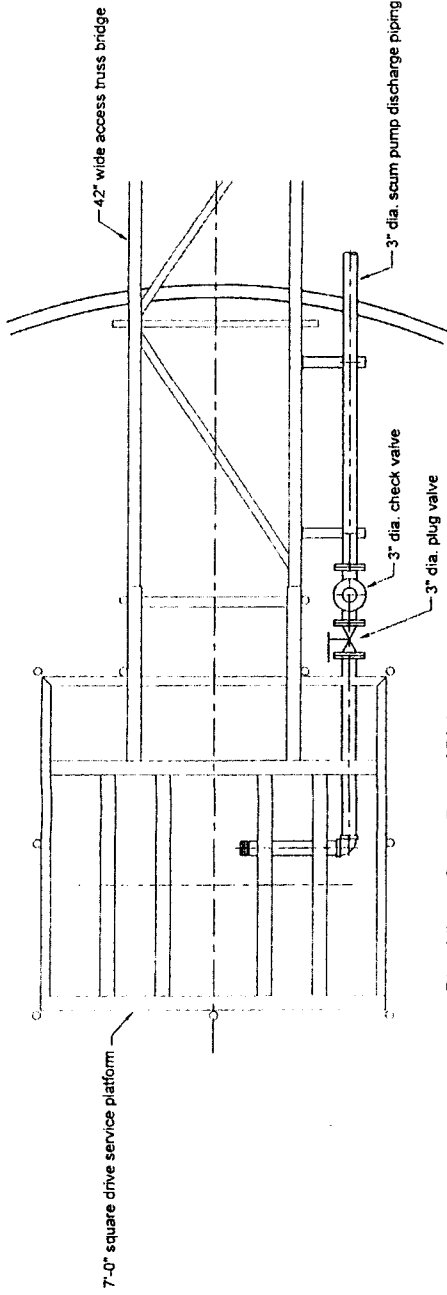
THE OWNERS HEREBY CONTRACTOR, INCORPORATED, PROVIDES INFORMATION OF OWNERS AND ITS AFFILIATES, AND IS NOT TO BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS.	B OVIVO BRIGHTECH WATER TO THE BRIGHTON WATER TREATMENT PLANT	DWG. NO. A-CAW154-01	SHEET 7 OF 12	REV
				A

DO NOT SCALE PRINTS

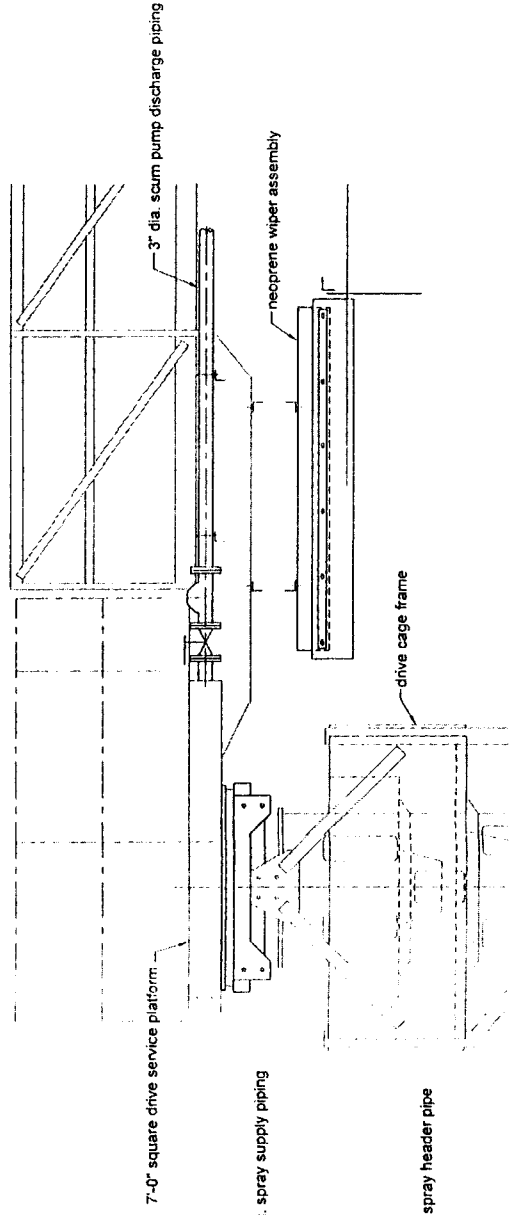


Illustrative Section View - Access Truss Bridge - Basin no. 2

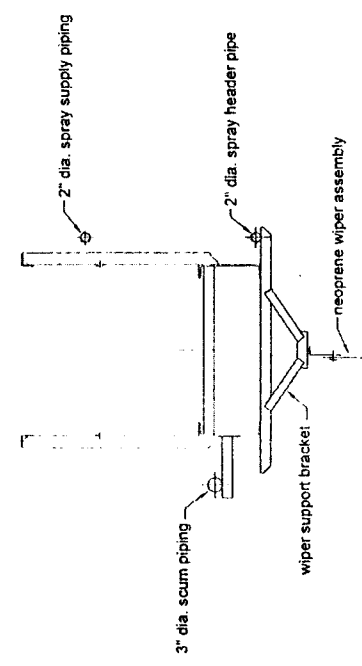
<p>OVIVO <small>BRIDGE DIVISION</small> <small>BRIDGING DIVISION</small></p>	<p>B <small>BRIDGE DIVISION</small> <small>BRIDGING DIVISION</small></p>	DWG. NO.	SHEET	REV.
		A-CAW154-01	9 OF 12	A
<p>DO NOT SCALE PRINTS</p>				
<p><small>THIS DRAWING IS THE PROPERTY OF OVIVO AND ITS AFFILIATES AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ALL RIGHTS ARE RESERVED BY OVIVO.</small></p>				



Plan View - Scum Pump / Piping



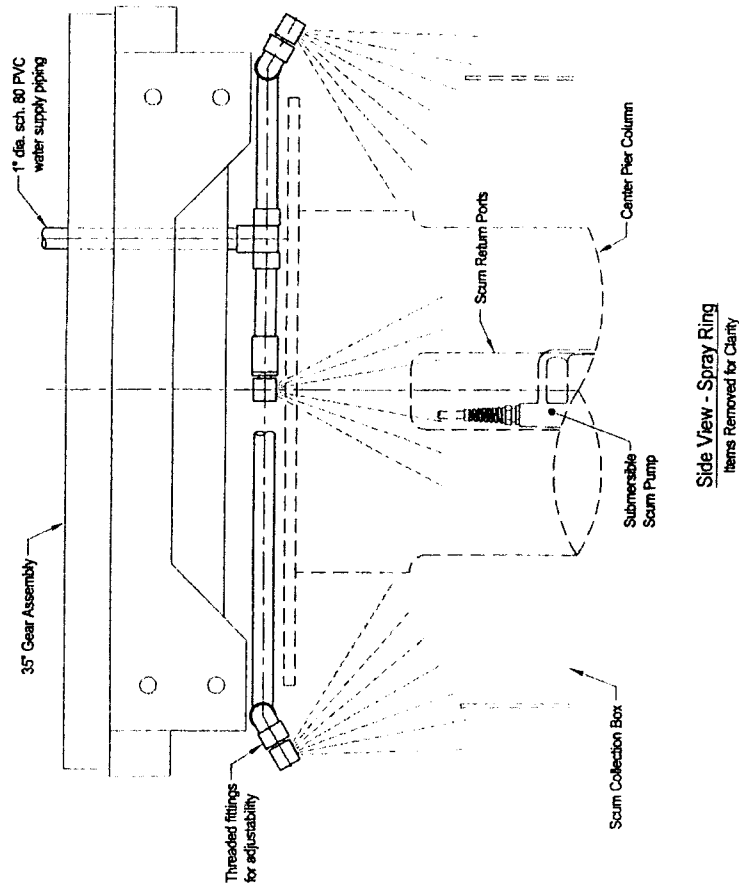
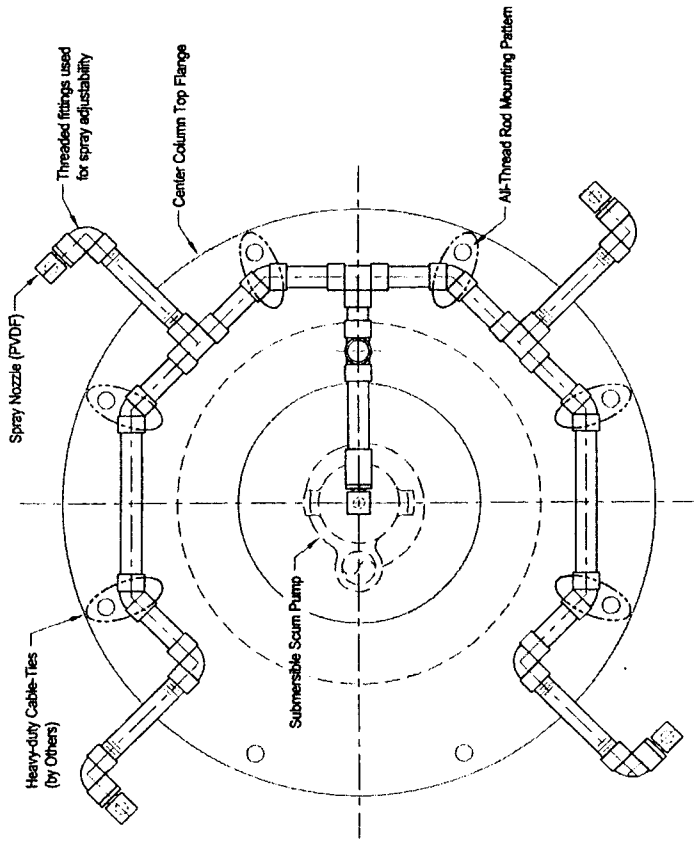
Illustrative Section View - Scum Pump / Piping



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OVIVO
 Bringing water to life

SHEET 12 OF 12
 NO. A-CAW154-01
 REV. A

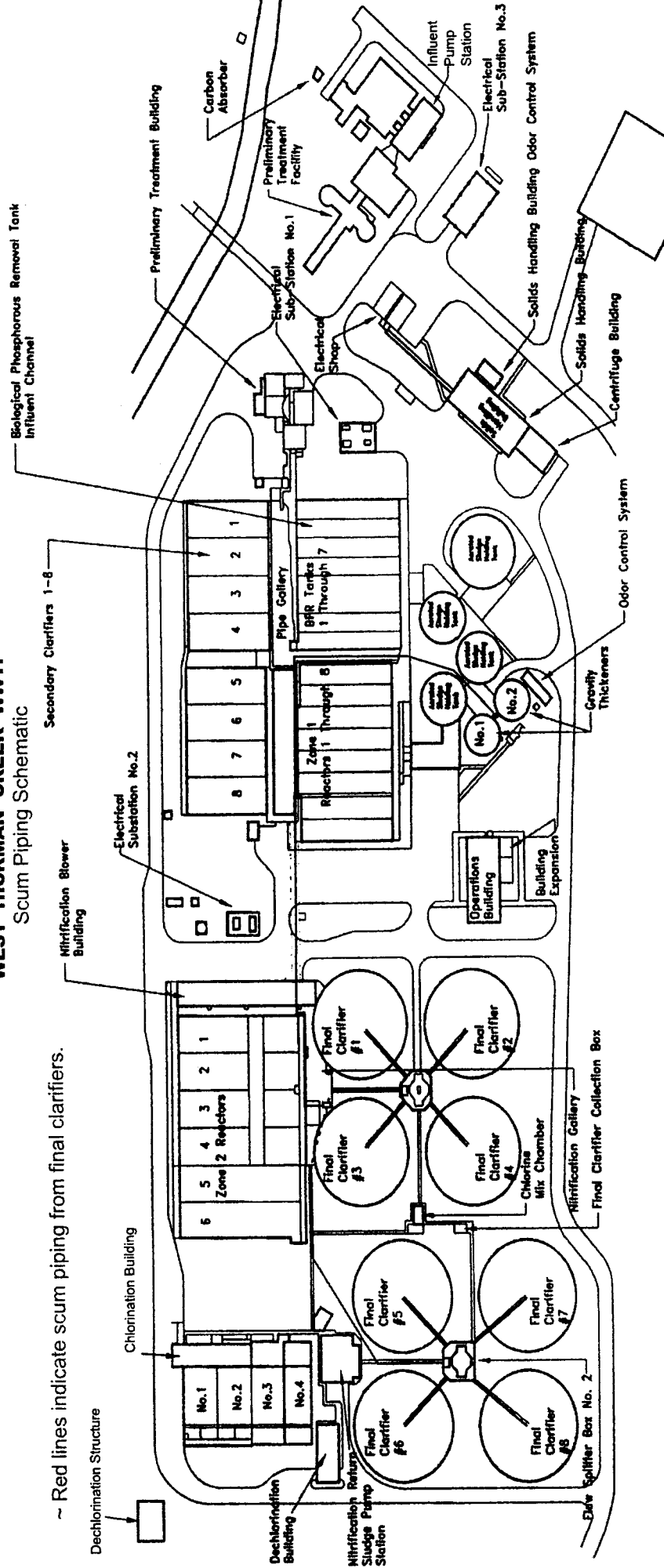


Typical Arrangement - S.S. 3.5 Clarifier
(Submersible Scum Pump)

- Notes:
1. All components of spray ring are 1" dia. schedule 80 PVC, excluding spray nozzles.
 2. Spray ring is field cut, glued, and assembled.
 3. Spray nozzles extend beyond edge of center column flange 3" to 4" (as required) for spray pattern.

WEST HICKMAN CREEK WWTP Scum Piping Schematic

~ Red lines indicate scum piping from final clarifiers.





Strand Associates, Inc.®

1525 Bull Lea Road, Suite 100

Lexington, KY 40511

(P) 859-225-8500

(F) 859-225-8501

March 3, 2017

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

Re: Request for Proposals for RFP#3 – 2017
Design Services for West Hickman WWTP Scum Removal Addition

Dear Mr. Slatin:

Thank you for the opportunity to submit this proposal for the above referenced project. **Selecting Strand Associates, Inc.® for the West Hickman WWTP Scum Removal Addition Project Results in Operator-Friendly Systems that Mitigate Impacts of Scum in Plant Operations.** Listed below are major factors that support this statement and distinguish our Project Team as a perfect match to the project needs.

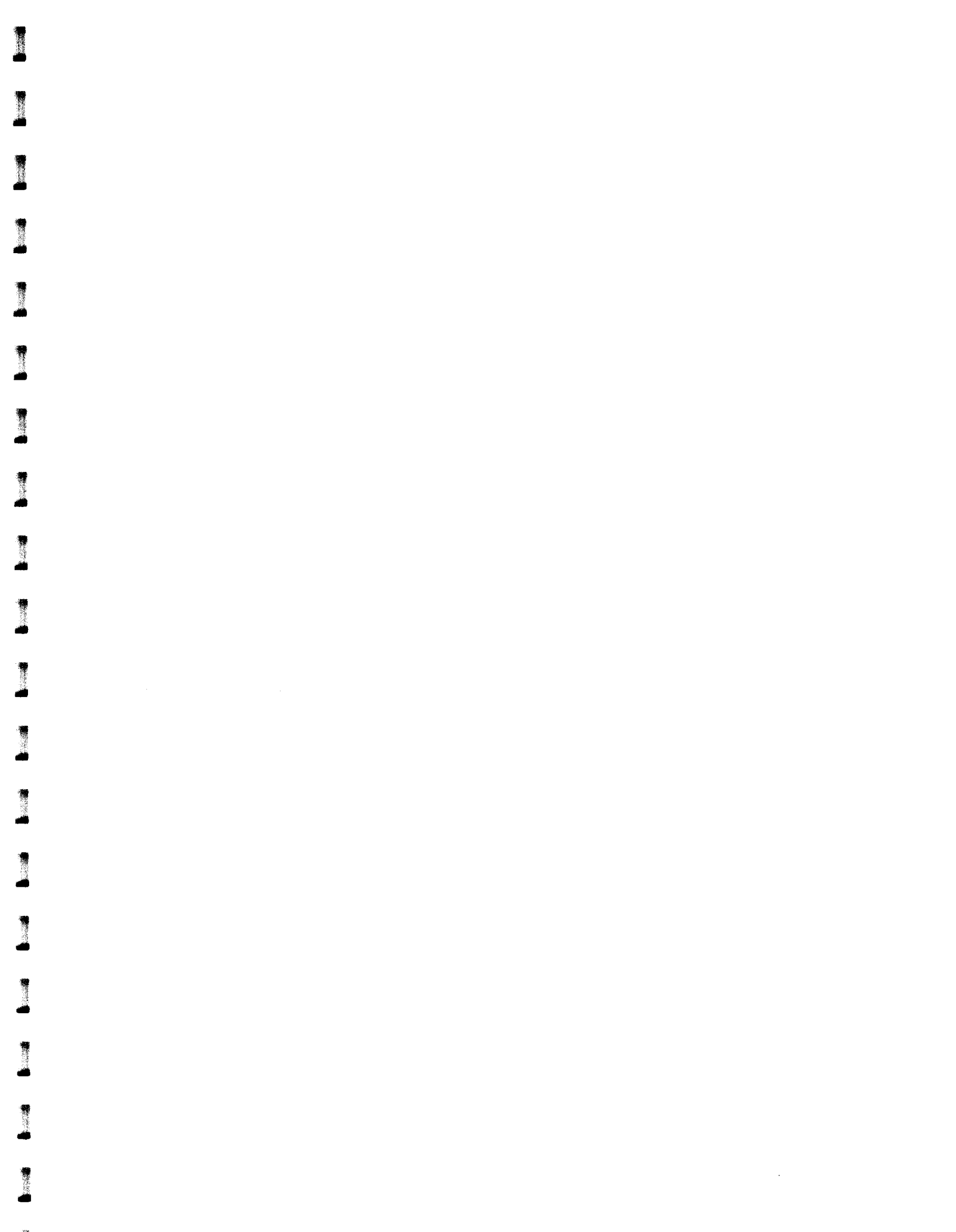
- **Strand's Understanding of West Hickman WWTP Facilities Results in Seamless Incorporation of Scum and ASH Tank Improvements**
- **Our Proven Service and Commitment to LFUCG Demonstrates Our Ability to Serve LFUCG Effectively on this Project**
- **Strand's Collaborative Approach Addresses Operation Staff Concerns for a User-Friendly Facility with Minimal Plant Impacts During Construction**
- **Strand's DBE Participation Provides Project Consistency and Meets LFUCG Goal**

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

Sincerely,

STRAND ASSOCIATES, INC.®

Michael L. Davis, P.E.
Senior Associate



Scope/Fee

Strand's Unmatched Knowledge of Project Requirements and Existing Facilities Results in a Comprehensive Scope that Matches LFUCG's Needs

Strand's project approach is based on over 25 years of experience serving LFUCG on major projects at the West Hickman WWTP, and our understanding of specific operational needs at West Hickman WWTP. In preparing this proposal we visited the plant site and observed operational concerns related to scum handling within the treatment process. Our approach evaluates cost-effective methods to eliminate scum accumulations and move scum to unit processes that allow removal from the process stream for disposal.

Strand's approach relies on our long-term investment in projects at West Hickman WWTP.

The project begins with additional field investigation and performance review of existing process units. Alternatives will be identified and evaluated, with results summarized in an engineering report. This report will document findings and recommendations, and will become the basis for final design.

APPROACH

Scope of Engineering Services

Strand's Scope of Services is tailored to meet the requirements contained within LFUCG's RFP and to address specific project needs that we have identified through our site visits and investigation. The Scope of Services is described below, following the format contained in the RFP. Our approach to project design and implementation includes significant and timely interaction with plant staff. This collaboration starts with the initial operations review and extends through project completion.

Project Overview

The West Hickman WWTP utilizes an activated sludge treatment process, supplemented by biological phosphorus removal. Aeration includes two zones, followed by final clarification. Waste sludge is conveyed to a gravity thickener and then to Aerated Sludge Holding (ASH) tanks prior to dewatering. The West Hickman WWTP has been constructed in multiple construction phases, with the latest major expansion occurring in the early 2000s. This expansion constructed the biological phosphorus removal facilities and converted anaerobic digesters to ASH tanks.

Scum is currently collected in the final clarifiers and conveyed to the ASH tanks. No separate scum concentrating or process facilities are provided. Scum currently collects in the Biological Phosphorus Removal (BPR) tank effluent channel and the Zone 2 Aeration influent channel, resulting in odor production and operational impacts.

LFUCG operations staff desires to eliminate these scum collecting locations and provide a proactive means to remove scum from the treatment process.

One of the existing ASH tanks is presently uncovered. LFUCG desires to add a dome cover to the existing structure. The addition of this structure will require modifications to the existing odor control system serving the ASH tanks.

The ASH odor control system is not housed in an enclosed structure. As part of this project, a structure will be constructed to contain the existing odor control equipment.

The performance of the odor control system should be checked after the increase the air flow rate through the existing system. An upgrade of the odor control system was not requested in the RFP and is not included in our scope, but could be considered in the future.

Scum and Grease Accumulation

During preparation of this proposal, we spent time to investigate the various locations where scum and other floatables can and do accumulate within the West Hickman WWTP. The nature of these floatables may be grease and debris in the influent wastewater or biological foaming from the AO process employed at West Hickman. The table below summarizes the identified grease/scum/floatable traps within the existing WWTP and potential solutions to manage accumulation.

Plant evaluation identifies problem areas to be addressed.

Location	Concern	Possible Remedy
Grit tank Effluent	Primarily grease and other floatables not removed by screening	Check new headworks for potential ability to capture/remove/pump
BPR tanks	Initial location of biological foam accumulation, washed out during peak flows, odor potential when accumulated	Reinstall scum baffle and decant pipes (tip pipes). May need to adjust one mixer to push toward baffle. Deliver scum to decant well, treatment system or pump to central location. This may be a good central treatment location.
Zone 1 Aeration Tanks	Visible accumulation point for biological foam. Spray bars employed to move scum.	Keep foam moving to downstream trap using improved spray system.
Zone 1 Aeration effluent channel	Scum trap caused by submerged outlet. Convenient location to capture and remove scum.	Consider scum decant pipe to small pump station. Pump to central location.
Zone 2 Aeration influent channel	Scum trap caused by dead end channel. Convenient location to capture and remove scum.	Consider scum decant pipe to small pump station. Alternatively, consider adding gates to channel to force floatables into aeration tanks. May require multiple gates and modification to diffusers.
Zone 2 Aeration Tanks	Visible accumulation point for biological foam. Spray bars employed to move scum.	Keep foam moving to downstream trap using improved spray system.
Zone 2 Aeration effluent channel	Scum trap caused by submerged outlet. Convenient location to capture and remove scum.	Consider scum decant pipe to small pump station. Pump to central location. Deliver scum to decant well, treatment system or pump to central location. This may be a good central treatment location.
Final Clarifier splitter boxes	Submerged inlet and outlet trap scum.	Add a small gate to deliver surface scum to adjacent scum wet well.
Final Clarifier center wells and scum pumping facilities	Intentional location or scum accumulation and pumping. Scum is pumped to ASH tanks.	No change, but pump to new centralized treatment location.

Scum blinds the belt presses and is currently difficult to remove from the facility. Some biological scum/foam can re-inoculate the plant (microthrix and nocardia) when not removed. The best solution is to remove this waste product from the site. Plant recycle flows from a scum concentrating or dewatering facility should include chlorination to prevent re-inoculation.

These concepts will be discussed with operations staff and vetted in the Preliminary Engineering Report phase of the project.

Task 1 – Existing Process Performance Review

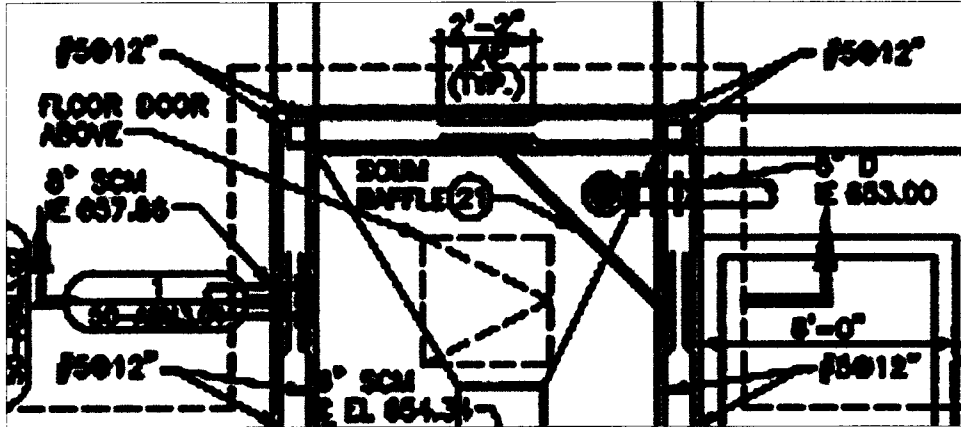
Strand will conduct a kick-off meeting followed by an interview with West Hickman operations and management staff regarding operation and maintenance of the treatment facilities. During these discussions, Strand will obtain information regarding operational experience with the existing geodesic dome and scum collection. Additional field

information will be obtained for evaluation of design concepts. Our kick-off meeting will be attended by Mike Davis, Mark Sneve, Troy Larson and Emily Epperson.

Task 2 – Develop Equipment/Process Replacement Concept

Strand will complete a Preliminary Engineering Report to consider the following scum removal alternatives:

- Collect scum at a central decant collection tank and haul off site for additional treatment or disposal



Strand Scum Decant Structure

- Collect scum at a central concentrator system and haul off site for landfill disposal



Courtesy of Walker Process

- Collect scum at a central DAF system and haul off site for landfill disposal

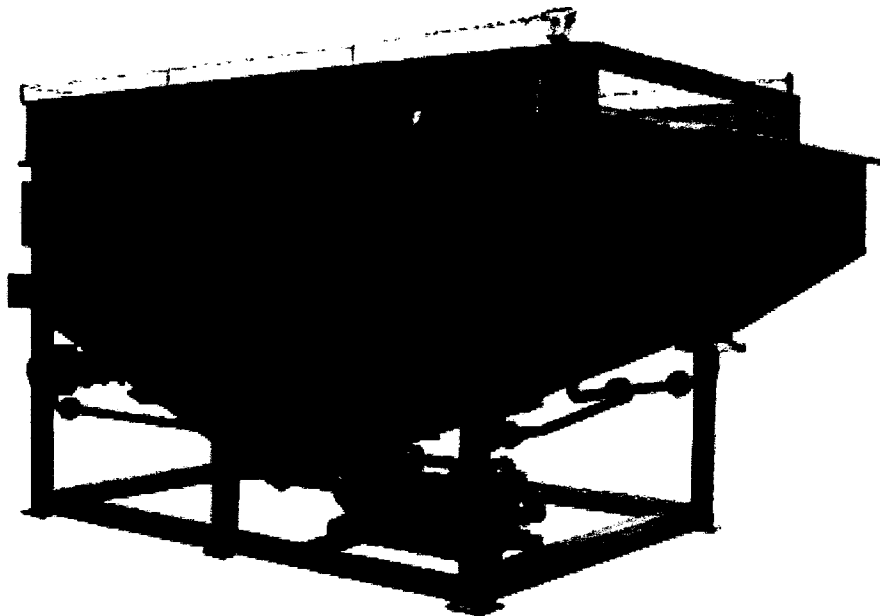
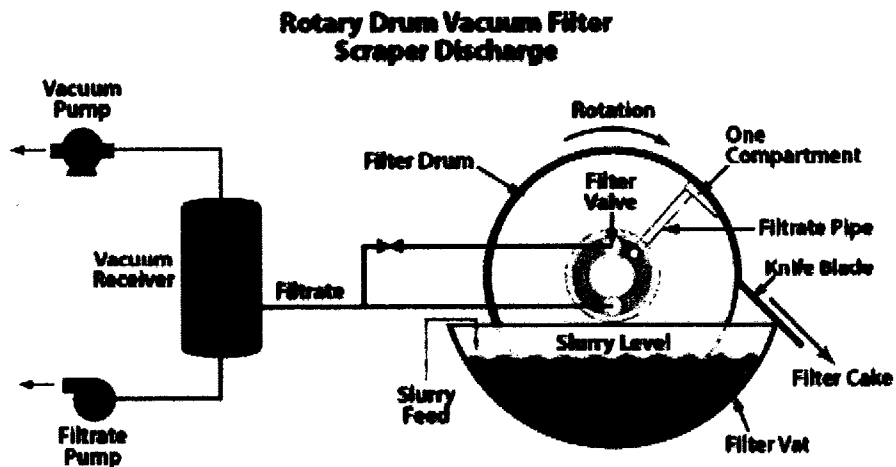


Photo courtesy of P-TEC

- Collect scum at a Vacuum Drum Filter and haul off site for landfill disposal



Courtesy of Komaline-Sanderson

Selected alternatives will be evaluated based on 20-year life cycle cost, ease of operation and maintenance and operator preference. Consideration will be given to concentrating and hauling to Town Branch for digestion or for application to their scum removal system.

The following major concerns will be evaluated related to scum collection and treatment systems: detention time; odor production and management; pump selection; routing piping on the existing site; scum volume determination; return of decant/underflows; and protection from weather.

ASH tank cover options will be evaluated in the Preliminary Engineering Report. The West Hickman staff have operational experience with aluminum geodesic dome construction. This approach will be compared with other cover options, including alternative materials of construction. We have used many cover designs and will establish the most advantageous solution from our wealth of experience.

The existing ASH tank odor control system will be enclosed in a new structure. The Preliminary Engineering Report will evaluate available materials of construction and address NFPA 820 requirements for this type of treatment unit. The capacity of existing odor control system chemical storage tanks will be modified based on LFUCG requirements.

Task 3 – Detailed Design

Design will be based on results from the previous evaluation. Detailed drawings and specifications will be provided for bidding and construction. Where possible, bid alternatives will be identified that will enhance competition among equipment suppliers resulting in lower project costs. Our recent Town Branch/West Hickman WWTP Electrical/SCADA/Blower project is a good example of structuring bid alternatives to maximize project funding.

**Attention to details
and carefully crafted
equipment
alternatives minimize
total project cost.**

We will meet with LFUCG at the 25%, 50% and 90% stages of completion to review the design, solicit input and discuss costs and schedule.

1) Process Equipment Design

The detailed process design will include tank baffles and scum removal devices, pumping and conveyance facilities, and the centralized processing facility. Concepts identified above will be fleshed out during the planning phase and then be advanced to detailed design. Careful attention to pump selection will include consideration of special hydraulic calculations for moving this atypical fluid, adequate velocities, use of glass-lined piping and locating clean-out and flushing facilities for maintenance. We factor these considerations in all of our scum-related designs.

2) Electrical, Control and Instrumentation System

The electrical system will be modified to support the new process equipment. This includes a source of 480-volt power to the new equipment, and modifications to existing control systems. The new systems will be coordinated with the existing plant SCADA system. New I/O points will be connected to the SCADA system through Allen-Bradley PLCs. When feasible, DeviceNet or Ethernet will be utilized for I/O monitoring. The SCADA system graphics will be updated to remove eliminated equipment and to add the new systems. 3-D and 2-D graphics will be modified by the construction contractor's systems integrator. Our knowledge of your existing SCADA system will ensure seamless integration of the new process.

3) Mechanical Improvements

Mechanical improvements include modifying existing ductwork to allow the existing ASH tank odor control system to serve the newly covered ASH tank. The ductwork will allow the odor control system to be switched from one tank to the other. An increase in odor control system capacity is not anticipated based on LFUCG's planned ASH tank operation. The odor control system should be checked during construction to confirm proper system balancing and operation.

Drawings will be developed during the final design phase. We anticipate the drawing set will include approximately 20 sheets, addressing demolition and new construction for process, structural, electrical and instrumentation disciplines.

Specifications will also be developed during the design phase. Strand will provide technical specifications, including Divisions 1 through 16. Division 0, including Parts I through IX will be based on LFUCG standard specifications. Strand is familiar with LFUCG specification requirements, and understands how these documents are interfaced with the technical specifications.

Task 4 – Bidding Services

Strand will assist LFUCG during the bidding phase of this project. Strand understands LFUCG's requirements, and is experienced providing these types of services for LFUCG projects. Bidding phase services include all items contained in the RFP.

Task 5 – Contract Administration Services

Strand will support LFUCG during the construction phase of this project. Strand has recent experience providing these services to LFUCG on other wastewater improvements projects, and has developed good working relationships with staff that complement our ability to provide these services. Construction-phase services include all items contained in the RFP.

Strand's construction-related services will be performed by people you know.

- 1) Track, review and approve all shop drawings.
- 2) Track change orders, review requests, provide recommendation/comments and prepare the paperwork to be submitted to council.
- 3) Track and answer all Request for Information (RFIs)
- 4) Coordinate and lead monthly construction progress meetings.
- 5) Conduct construction observation and submit weekly reports once construction begins.
- 6) Take before and after photos of all stages of construction.
- 7) Review and approve Contractor's monthly payment applications.
- 8) Attend and maintain test reports for all equipment start-up for the project.
- 9) Coordinate final inspection of completed work and prepare the final punch list.
- 10) Transfer field notes from the contractor's drawings and submit final as-built drawings to the owner.

We will provide regular site visits to monitor the progress of construction. The actual number of hours at the site will vary during construction depending on the contractor's activities. We anticipate being on site an average of 2.5 hours per week during the duration of construction, in addition to monthly progress meetings. The proximity of our office to the West Hickman site makes these visits very efficient and flexible.

Strand's overall fee is summarized in the following Fee Schedule. The total effort for all tasks represents approximately 1,100 staff hours.

**Investigation/Design Services for West Hickman WWTP
Scum Removal Addition and Sludge Holding Tank Improvements**

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

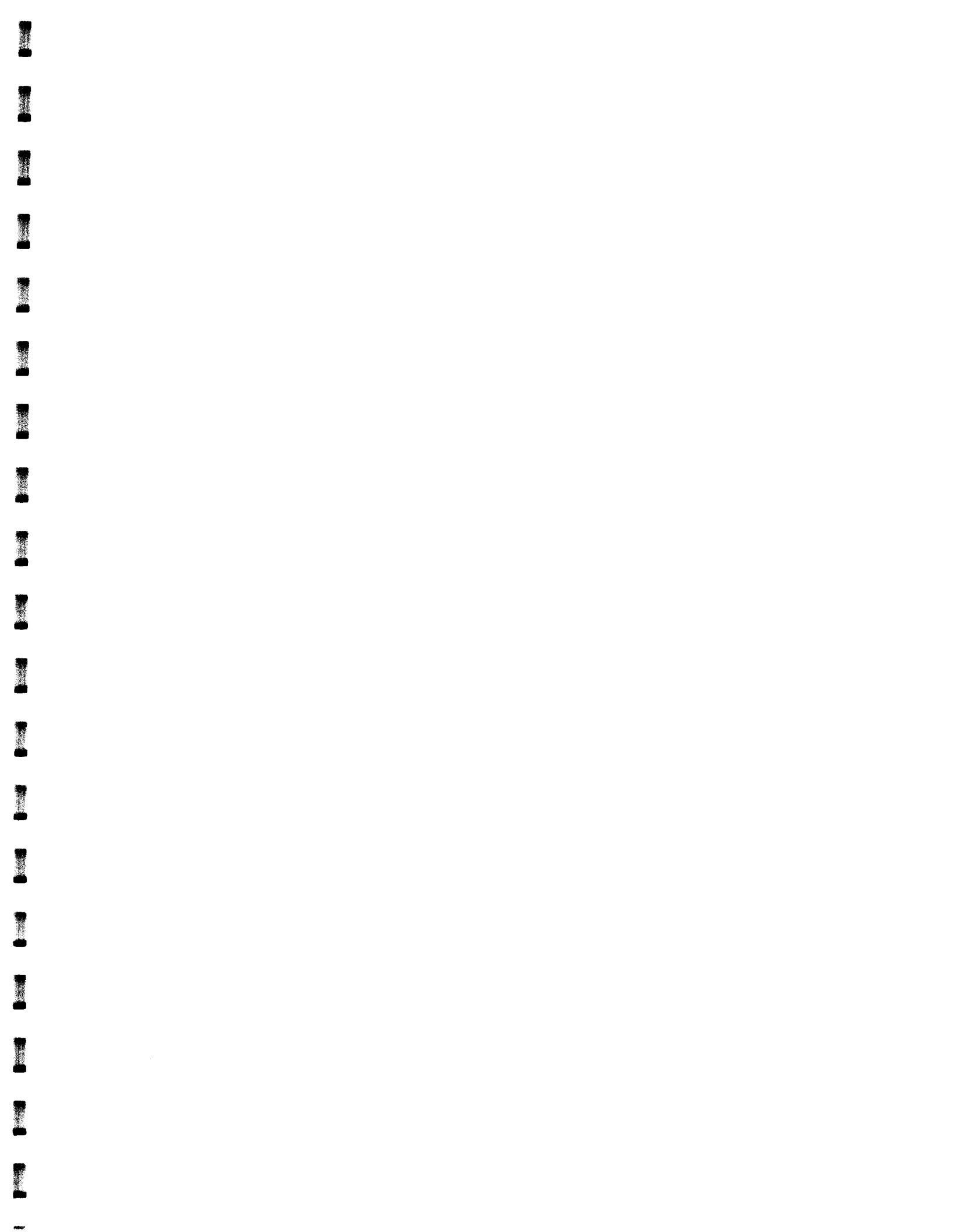
Scope of Work: Scum Removal Addition and Sludge Holding Tank Improvements

A.	Task 1: Existing Process Performance Review	Cost Task 1: _____	8,000
B.	Task 2: Develop Equipment/Process Replacement Concepts	Cost Task 2: _____	14,000
C.	Task 3: Detailed Design	Cost Task 3: _____	68,000
D.	Task 4: Bidding Services	Cost Task 4: _____	10,000
E.	Task 5: Construction Administration Services	Cost Task 5: _____	49,000

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

_____ 2.5 Average / _____ 130 / _____ \$103

Section 2 Total Cost: \$149,000



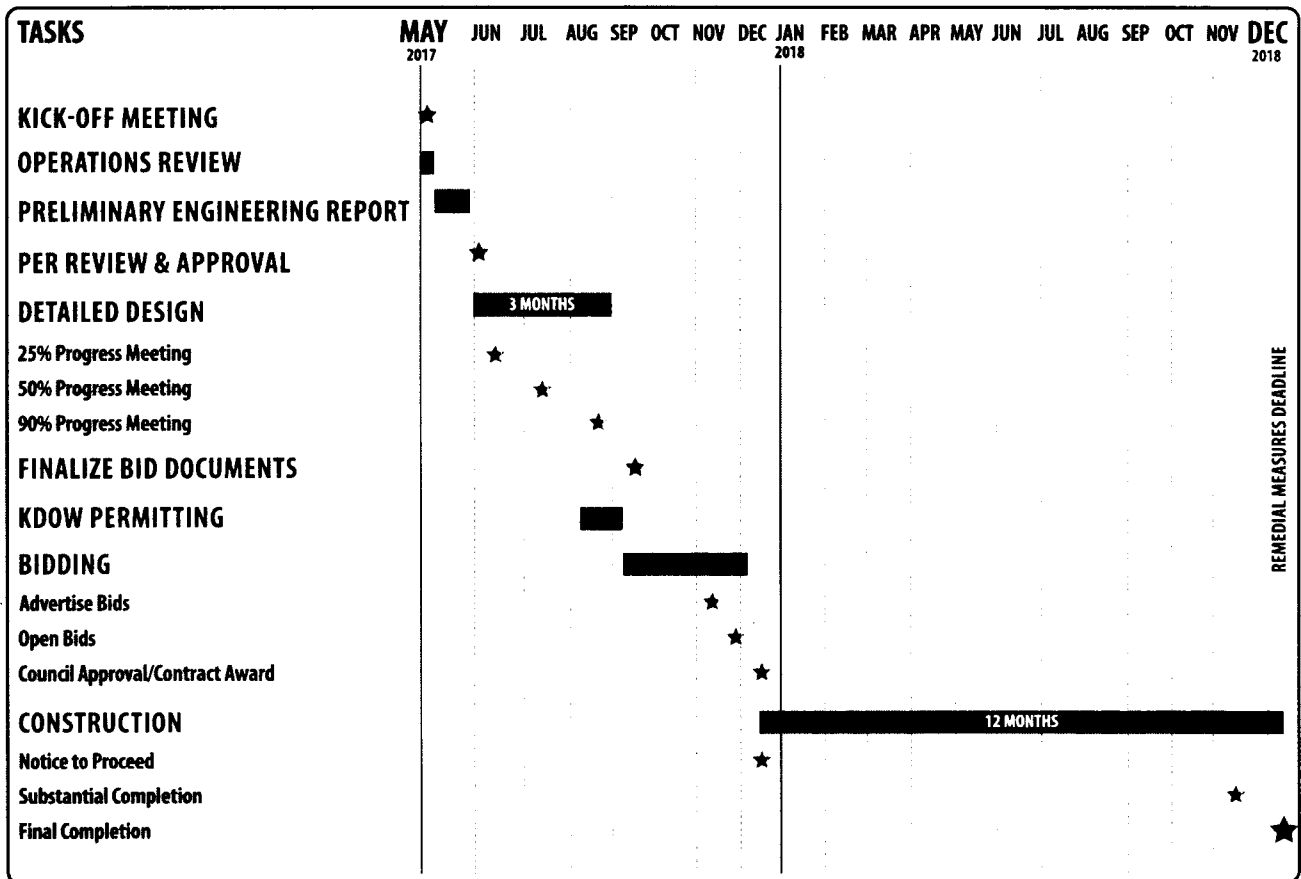
Estimated Schedule

Strand's Project Schedule and Staffing Plan Provide Engineering Support to Meet December 2018 Consent Decree Completion Date

The scum and ASH tank cover improvements project must be completed prior to December 2018 to meet EPA Consent Decree requirements. We understand the critical nature of completing the project on time and have developed a project schedule and staffing plan to meet critical project milestones. Strand's Project Team fully understands project requirements, and is available to begin work immediately.

Strand project schedule meets EPA Remedial Measures Plan completion schedule.

The following schedule shows project substantial completion by November 2018, with engineering evaluation beginning in May 2017. The schedule allows four months to complete operations and review and the Preliminary Engineering Report (PER). The schedule allows four months for design. We anticipate KDOW review and approval is required to add scum processing. Our recent experience with KDOW permitting indicates the approval process will take approximately one month. Once KDOW approval is obtained, bid documents will be issued to solicit bids from contractors. The bid process will take approximately two months to receive bids and obtain LFUCG Council approval. Once awarded, the construction contract duration is 12 months. The 12-month construction period anticipates equipment deliveries within six months of contractor Notice to Proceed.



DEGREE OF LOCAL EMPLOYMENT

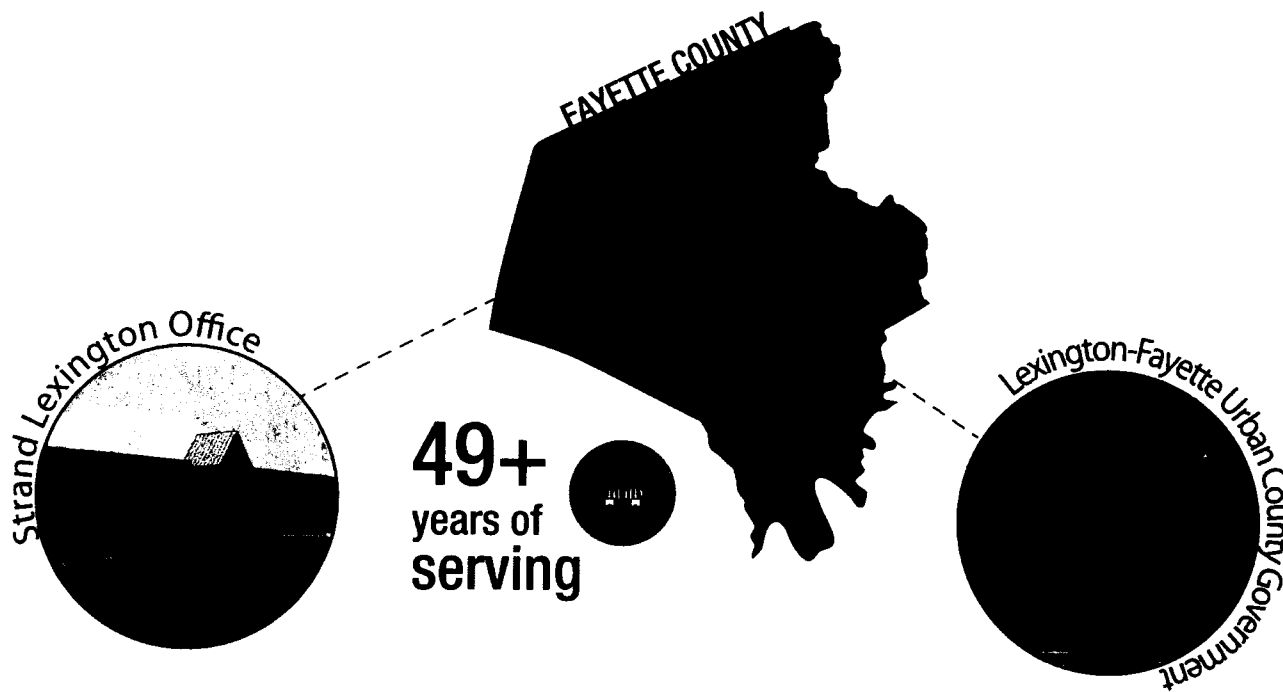
Our Lexington-Based Project Team Will Maximize Local Employment

Selection of Strand for this project will maximize local employment utilizing our Lexington office to manage and deliver the project. Our Project Team is local, and invested in many aspects of our community. We have established working relationships with LFUCG DWQ engineering and plant operations personnel. The following illustrates that our Lexington office and Project Team is local with team members that live in Lexington and have supported LFUCG initiatives for over 30+ years.

Our Lexington-based Project Team maximizes LFUCG's local employment objectives

Our Lexington Office is Local

- Founded in 1968 (6 Years before Lexington and Fayette County Governments merged).
- Provided continuous record of service to Lexington since 1968.
- Local Design Team members have over 30 years of project experience serving LFUCG on major wastewater treatment projects.
- 4 miles from the Lexington Office to Town Branch Wastewater Treatment Plant.



Strand's DBE Participation Provides Project Consistency and Meets LFUCG Goal

As a firm that supports initiatives of our local government, we endeavor, where practical to incorporate MWDBE participation goals in our contracting opportunities. Toward this end, our Project Team includes Cornerstone Engineering (Cornerstone), an MBE firm that has an office in Lexington. Strand frequently works with Cornerstone on projects similar to the West Hickman project. Cornerstone's participation supplements the Strand Project Team's local employment.



Our Project Team is structured to meet LFUCG's DBE participation goal utilizing experienced professionals.

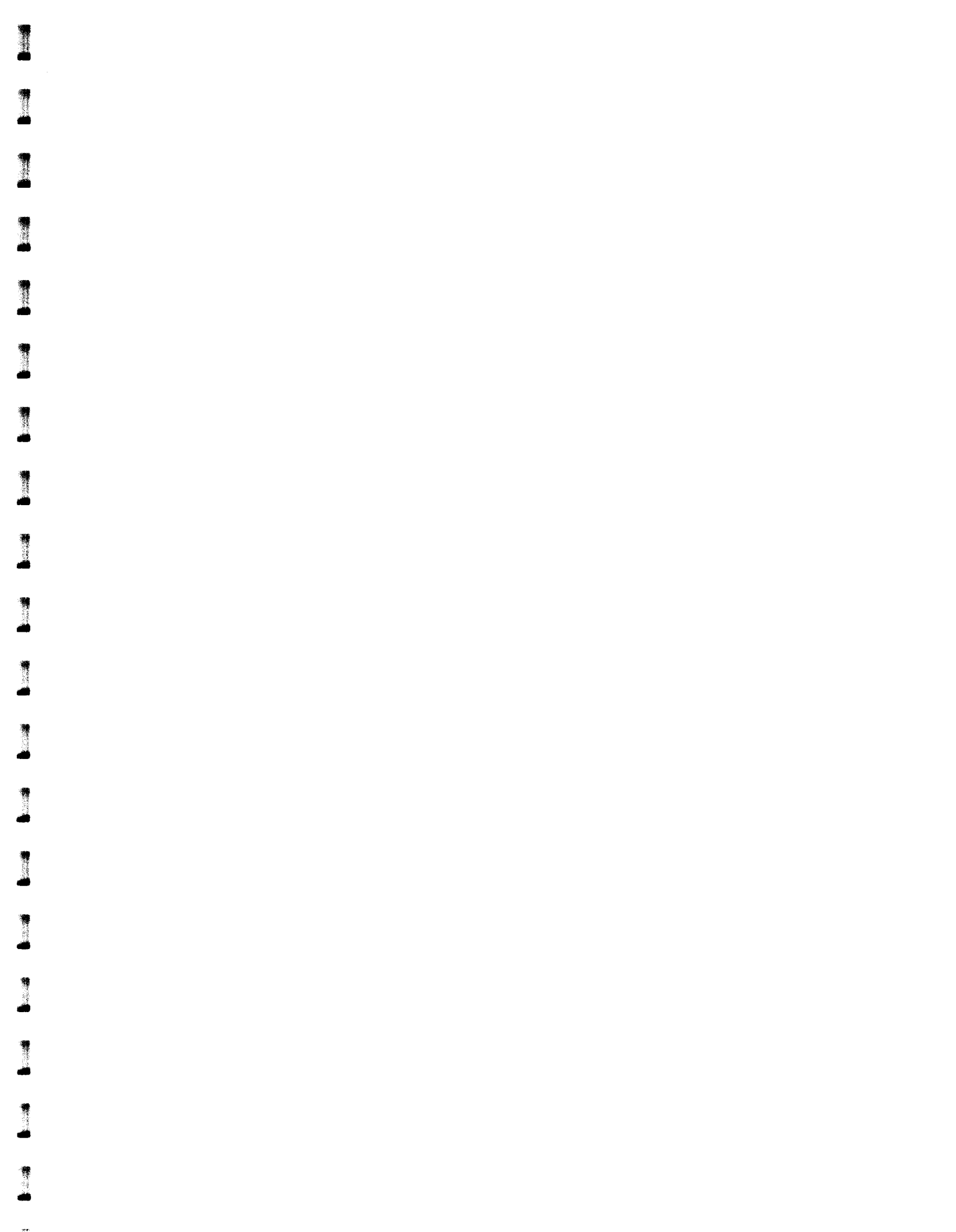
CAPACITY TO PERFORM WORK

Our Team is Available to Start Work Immediately and has Capacity to Meet LFUCG's Schedule

Strand coordinates staff assignments corporatewide through a scheduling system. This allows us to make sure the right staff are available at the right time for each of our projects. The following table shows staff availability and project requirements for the next 12 months beginning in May 2017.

Our Project Team can start work immediately and has the capacity to complete this important project on time.

MONTHS	Mike Davis	Scott Stearns	Mark Sneve	Troy Larson	Emily Epperson					
MAY-17	25	24	67	30	153					
JUN-17	61	34	84	63	171					
JUL-17	80	89	59	89	163					
AUG-17	104	87	122	97	171					
SEP-17	127	49	122	113	155					
OCT-17	118	58	120	143	115					
NOV-17	126	64	120	143	163					
DEC-17	142	71	140	144	163					
JAN-18	132	72	148	150	171					
FEB-18	150	10	136	84	171					
MAR-18	152	7	143	96	171					
APR-18	150	8	62	92	171					
TOTAL	75	1,367	16	573	120	1,323	32	1,244	295	1,938



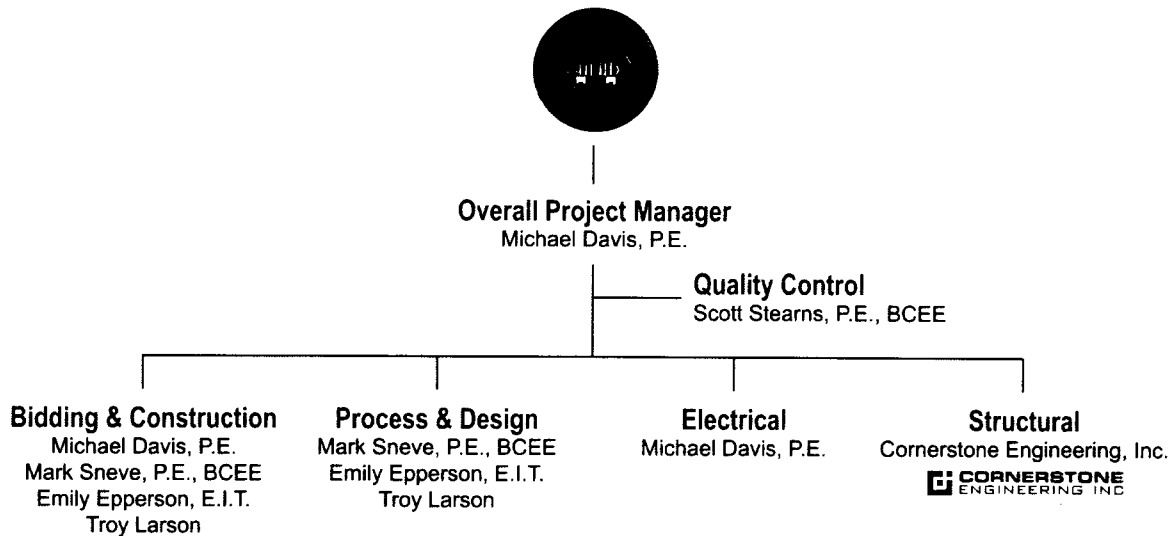
Project Team

Strand's Project Team Provides the Resources Required to Complete This Important Project

Our Project Team was assembled to provide all the technical expertise required to see this project through to a successful completion. Our Team includes individuals who have an overall understanding of wastewater treatment process, have intimate familiarity with the West Hickman treatment plant, and have lengthy professional careers successfully providing these services for Lexington-Fayette Urban County Government (LFUCG) and other municipal utilities.

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

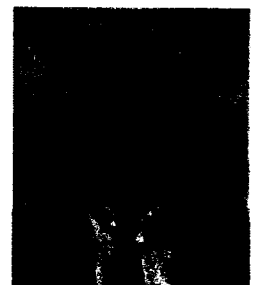
In addition to technical expertise, we selected Team Members that have availability to provide the level of service required in the available project time schedule. Our organization chart is structured to take advantage not only of expertise, but available time. Our Project Team is organized to share tasks in an efficient manner, resulting in on-time project completion. *One-page resumes of key team members, contributing more than 10% of the total man hours, follow after page 3.*



Qualifications of Key Project Team Members

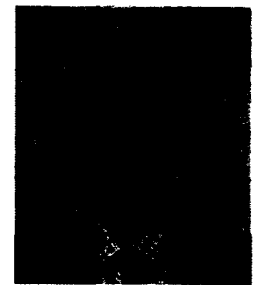
MICHAEL DAVIS, P.E. – OVERALL PROJECT MANAGER

Mike has over 34 years of experience serving LFUCG on numerous wastewater treatment projects. He has served as **Strand Project Manager** for many LFUCG projects, including the Town Branch/West Hickman WWTP Utility Dual Feed Project and the Town Branch/West Hickman WWTP Electrical/SCADA Improvements project. Mike has served as project manager and project engineer on projects at West Hickman WWTP since the early 1990s. Mike will be assisted through design, bidding and construction by Team Members that are familiar with LFUCG project administration. Mike will also serve as the electrical and SCADA project engineer.



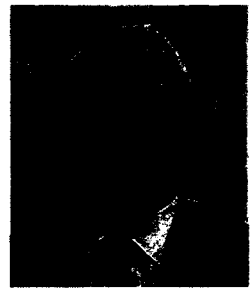
SCOTT STEARNS, P.E., BCEE – QUALITY CONTROL

Scott will be responsible for the **Quality Control** of this project. Scott is a licensed professional engineer with 24 years of project experience. Scott has been responsible for planning, design, and construction projects for wastewater facilities serving populations of 1,000 to 300,000 and with costs ranging from \$10,000 to \$42.5 million. Scott managed grease and scum improvements for the Parkersburg WV, KRMA, IL and many other projects.



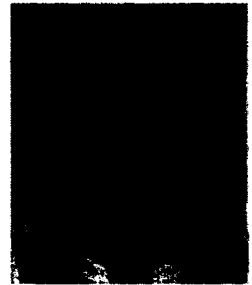
MARK SNEVE, P.E., BCEE – PLANNING & DESIGN PROJECT MANAGER

Mark will manage the **planning and design phases** and serve as a key resource during the **bidding and construction** phases. Mark is a licensed professional engineer, with 28 years of project experience. Mark has extensive experience providing engineering services for major wastewater plant expansions and is very familiar with the West Hickman WWTP. Mark evaluated treatment expansion needs during the last facilities plan update. He also performed a blower/aeration system evaluation to determine modifications that would improve overall plant operation and efficiency. Mark has planned and designed grease and scum handling facilities for many treatment plants, including industrial plants.



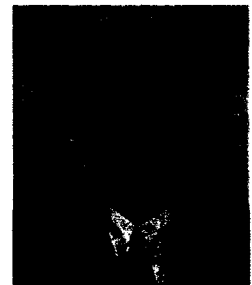
EMILY EPPERSON, E.I.T. – PROCESS DESIGN/CONTRACT ADMINISTRATION

Emily will serve as **Process Engineer** through **design, bidding and construction** on this project. Emily has 4 years of experience, which includes recent LFUCG wastewater experience providing RPR services for the West Hickman Blower Improvements project, and design for the Town Branch Headworks Improvements project. She is currently working with Mark Sneve to design digester complex improvements at Town Branch. She has also completed studies to evaluate operation and treatment efficiencies of water and wastewater treatment facilities. She will assist with drawing and specification development, and will provide on-site services during construction.



TROY LARSON – OPERATIONS

Troy will be the **plant operations specialists** for this project. Troy received his B.S. degree in Biology and has 21 years of broad experience in the wastewater operations field, including plant operations. He has operated treatment facilities, worked as a soils technician, and currently works to support our wastewater treatment facility planning, design, and construction-related projects with input from the operator's perspective. Troy has an extensive background in the optimization and control of wastewater treatment processes. He has performed in a similar role for LFUCG projects, providing operator-focused input for wastewater system design, and providing follow-up services to help optimize treatment operation.



CORNERSTONE ENGINEERING, INC. – STRUCTURAL

Cornerstone Engineering, Inc., will assist our team with structural and architectural engineering services. Cornerstone will participate in planning, design and construction phases. We have partnered with Cornerstone to complete similar improvements on the MSD Hite Creek WQTC project. Cornerstone is a minority owned business based in Louisville, but with an office in Lexington.



Cornerstone provides our Team with DBE subcontracting opportunities in line with LFUCG's 10% participation goal.

**Character, Integrity, Reputation, Judgment, Experience and Efficiency
Strand's History of Success is Fostered by Helping Our Clients Succeed through
Excellence in Engineering**

We are proud of our reputation for quality work, technical expertise, and efficiency of production, which is complemented by the character and integrity of our respective employees. Strict adherence to an attitude of professionalism and objectivity toward all of our clients has brought us success over the years, as evidenced by the longstanding history of our firm. Our record of success is firmly supported by this history and the volume of work we have been entrusted to administer on behalf of our clientele, many of whom we have maintained longstanding relationships spanning decades.

Our work experience includes a wide variety of engineering projects, including wastewater treatment, stormwater management, environmental regulatory compliance, water supply projects, municipal engineering, transportation, structural, electrical, surveying and mechanical projects. As a full-service engineering firm, it is our practice to follow our projects through to construction completion and beyond, providing the necessary staff to perform office and field activities alike.

The table below highlights the volume of construction projects designed and bid by Strand. In addition, Strand provides a large volume of client service that does not result in construction for studies and other related field activities. We remain firm believers that the growth of this volume is indicative of our commitment to meeting client needs. *For calendar year 2016, Strand was ranked in the Engineering News Record as 180th of the Top 500 Design Firms nationally and ranked 15th in the Nation as a Wastewater Design Firm by Engineering News Record Midwest.*

The following list shows, for our designs, the annual value and number of our construction contracts in each of the last 10 years.

Strand-Designed Construction Contracts		
Year	No. of Contracts	Bid Amount
2015	128	\$320,930,600
2014	84	\$144,909,000
2013	120	\$193,000,000
2012	126	\$161,900,000
2011	126	\$193,600,000
2010	84	\$218,800,000
2009	122	\$238,300,000
2008	104	\$101,600,000
2007	128	\$138,300,000
2006	168	\$168,300,000
2005	176	\$229,700,000

Strand has been a part of the Lexington community for more than 49 years. During this time, we have served LFUCG on numerous major wastewater treatment projects. Our *Character, Integrity, Reputation, Judgment, Experience and Efficiency* are demonstrated by our long-standing working relationship with LFUCG, and the interaction of our Project Team members with DWQ and West Hickman WWTP staff.

Excellence in engineering is a hallmark of our business philosophy.

15th

WWTP DESIGN
by Engineering News Record Midwest 2016

Our Character, Integrity, Reputation, Judgment, Experience and Efficiency are demonstrated by our years of consistent services to LFUCG.

Michael L. Davis, P.E.

Senior Associate

AREAS OF EXPERTISE

- Electrical Distribution
- Site Utilities
- Contract Administration
- Instrumentation and Control
- Wastewater Treatment

PROFESSIONAL EXPERIENCE

Wastewater Treatment Facilities experience includes project management and design for treatment plants up to 30 mgd. Responsibilities include management during the design, bidding, and construction administration phases of the project.

Sanitary Sewer Modeling experience includes project management for study and modeling of sanitary sewers within three major water sheds within Fayette County. Activities include setting modeling guidelines, developing field investigation techniques, and reviewing results to make recommendations for system improvements.

Site Utilities experience includes design and construction-phase services in support of municipal and commercial projects. Municipal project responsibilities included design and coordination with utility companies to provide appropriate services for water, sanitary sewer, natural gas, and electric services.

Sewer System Rehabilitation experience includes project management and design to rehabilitate sewer systems using a variety of rehabilitation methods including pipe bursting, slip-lining, and cured-in-place lining, in addition to traditional excavation types of repairs. Responsibilities include project planning, evaluation of existing pipe conditions, applying the different rehabilitation strategies and construction administration.

Electrical Instrumentation and Control experience includes design and construction-phase services for numerous projects including water and wastewater treatment plants, pumping stations, commercial office buildings, signals and lighting. Projects include distribution systems with voltages ranging from 120/240

volts to 12,470 volts. Instrumentation control experience includes PC-based SCADA systems with up to 60 remote sites, and PLC-based control systems and treatment process monitoring/control equipment to provide plant automatic control.

Pumping Station experience includes project management and design experience for wastewater pumping stations and force mains. Pump station sizes range from 35 to 15,000 gpm. Force mains range in diameter up to 30 inches, and lengths up to 24,000 feet.

Lexington-Fayette Urban County Government Town Branch/West Hickman WWTP Electrical, SCADA and Blower Improvements, Lexington, Kentucky – Project Manager and Electrical Engineer for \$17 Million major electrical and SCADA improvements project. Project included SCADA replacement of Town Branch and West Hickman treatment facilities, and major electrical renovation at West Hickman.

Lexington-Fayette Urban County Government Town Branch and West Hickman WWTP Redundant Power, Lexington, Kentucky – Project Manager and Electrical Engineer for \$500,000 electrical upgrade to provide dual electrical services to both wastewater treatment plants.

Lexington-Fayette Urban County Government – South Limestone, West Main Street, Vine Street, and East Main Street Streetscape Design, Lexington, Kentucky – Streetscape design project includes signal replacement, signing, sidewalk, delivery zones, on-street parking, pedestrian amenities, and landscaping. Led efforts for the electrical design for lighting and signal, including photometrics.

YEARS OF EXPERIENCE

34

YEARS WITH FIRM

34

EDUCATION

B. S. Electrical Engineering – University of Kentucky, Lexington, 1984

REGISTRATION

Professional Engineer in Kentucky, Alabama, and Mississippi

Scott W. Stearns, P.E., BCEE

Senior Associate

AREAS OF EXPERTISE

- Water and Wastewater Treatment Unit Processes
- Membrane Bioreactor Systems
- Project and Construction Management
- Biosolids Digestion, Thickening and Handling System
- Conveyance System Evaluations

PROFESSIONAL EXPERIENCE

Water and Wastewater Treatment experience includes facility planning, design, construction, and project management ranging from small plant expansions to a multimillion Greenfield projects. Scott has served as Project Manager for the following:

- Logan Todd Regional Water Treatment Plant, a 10 mgd, \$25 million project.
- Parkersburg Utility Board, West Virginia 10 mgd, \$42.3 million wastewater treatment plant expansion.
- Kankakee River Metropolitan Agency, Illinois 25 mgd, \$65 million wastewater treatment plant expansion.
- City of Waukesha, Wisconsin 14 mgd, \$41 million plant expansion.
- The Morgantown Utility Board, West Virginia, 22 mgd, \$70 million plant expansion.

Specific areas of process expertise include, membrane bioreactors, wastewater treatment processes such as screening, grit removal, sedimentation processes, activated sludge processes, digestion, sludge thickening and dewatering. Water treatment expertise includes membrane filtration piloting and design, flocculation, sedimentation, lime softening, water treatment residuals management. Additional experience in process instrumentation, control strategies, and system commissioning and start-up. Experience in permit and regulatory issues, user-charge development, sludge regulations, operator training and system startup, planning, design and startup for water and wastewater plants. Research experience includes radium and radon fate and transport in water distribution systems.

CSO/SSO Systems experience includes project management, quality control, peak excess flow

treatment, and blending. Scott's project management CSO/SSO-related project includes:

- City of Aurora, IL
- Charleston Sanitary Board – Charleston, WV
- Parkersburg Utility Board – Parkersburg, WV
- Morgantown Utility Board – Morgantown, WV
- Huntington Sanitary Board – Huntington, WV

AWARDS

- Commissioned as a Kentucky Colonel by the Governor of Kentucky for the outstanding service provided during planning, design and construction of the Logan Todd Regional Water Commission WTP. This award honors those who have made significant contributions to the betterment of the Commonwealth of Kentucky.
- The American Council of Engineering Companies of Wisconsin "Best in State" Award for the Logan Todd Regional Water Treatment Plant in the 2004 Engineering Excellence Award Competition.

PRESENTATIONS (Partial Listing)

- Options for meeting stricter, new ammonia limits, presented at Illinois Association of Wastewater Agencies Technical meeting, 2015, Utica, Illinois.
- An aging treatment plant and new neighbors and challenges, presented at the South East Ohio Water Environment Federation meeting, 2015, Athens, Ohio.
- Evaluating equipment with the end in mind - How do we get the equipment we want for an affordable price? presented at WATERCON Total Water Conference 2014, Springfield, Illinois.

YEARS OF EXPERIENCE

24

YEARS WITH FIRM

24

EDUCATION

M.S. Civil/Environmental Engineering – University of Iowa, Iowa City, 1993

B.S. Civil/Environmental Engineering – University of Iowa, Iowa City, 1991

REGISTRATION

Professional Engineer in Wisconsin, West Virginia, Ohio, and Illinois

Mark A. Sneve, P.E., BCEE

AREAS OF EXPERTISE

- Wastewater Collection and Treatment Facilities
- Solids Handling Processes
- Biological Processes
- Combined Sewer System Studies
- Advanced Nutrient Removal
- Infiltration and Inflow Studies

PROFESSIONAL EXPERIENCE

Consulting experience in the field of environmental engineering with emphasis on wastewater treatment process selection, planning, treatment system design, construction coordination, startup and operator training

Wastewater Treatment experience includes serving as project engineer, assistant project manager, or project manager for efforts in facilities planning of major additions and upgrades for municipal wastewater treatment plants, process design for wastewater treatment facilities, additions to wastewater treatment plants with high industrial flows, **activated sludge process**, coordinator of construction efforts, serving as resident project representative, contributing to operation and maintenance manuals for various municipal wastewater treatment facilities, instructing staff on wastewater facility operation, and user charge system studies.

Combined Sewer Systems experience includes preparing CSO Operational Plans, Long-Term Control Plans, investigating solids and floatable control, water quality sampling, monitoring and data evaluation, Citizen Advisory Committees and negotiating Enforcement Actions with Agencies.

Specialized Field Service experience includes efforts in the area of litigation support, managing compliance with enforcement actions, industrial pretreatment permitting, industrial discharge monitoring, groundwater investigations, solids processing equipment evaluations, industrial sampling auditing, priority pollutant sampling, and coordination of WWTP effluent biomonitoring.

Laboratory experience includes serving as Director of Technical Activity for private

laboratory. Responsible for laboratory quality assurance plan, troubleshooting, personnel, and financial aspects.

PUBLICATIONS (Partial Listing)

- Simple Early Steps Toward Meeting Lower Phosphorus Effluent Limits with Randy Wirtz, Ph.D., P.E., presented at Ohio WEA 87th Annual Meeting, June 2013.
- Phosphorus Removal – Planning and Operational Strategies for Biological and Chemical Phosphorus Removal Facilities with Scott Stearns and Troy Larson, presented as a Webinar for Ohio WEA, September 2013.
- West Hickman Creek WWTP Blower Upgrade Reduces Power Consumption with Tiffany Rank, Jane Wornton, and Mike Davis, presented at the Water Professional Conference, July 2013.
- Phosphorus & Nitrogen Removal in Wastewater, presented at the Kentucky Rural Water 33rd Annual Conference, August 2012, and the Central Kentucky Water & Wastewater Operators Association Fall Conference, September 2012.
- Existing Water Quality Standards and Wet Weather Compliance Are Mutually Exclusive, Why? presented at the Water Professionals Conference, July 2011.

YEARS OF EXPERIENCE

28

YEARS WITH FIRM

28

EDUCATION

M.S. Civil/Environmental Engineering – University of Iowa, 1989

B.S. Civil/Environmental Engineering – University of Iowa, 1987

REGISTRATION

Professional Engineer in Kentucky, Indiana, Ohio, Alabama, Mississippi, and Wisconsin

Board Certified Environmental Engineer, American Academy of Environmental Engineers and Scientists

Troy A. Larson

AREAS OF EXPERTISE

- Wastewater Operations Specialist
- Wastewater Treatment Plant Operator Training
- Wastewater Laboratory Analysis
- Wastewater Process Control
- Wastewater System Data Management
- Biological Wastewater Treatment

PROFESSIONAL EXPERIENCE

Operations Specialist experience includes start-up services, operator training, microscopy evaluations, and troubleshooting.

Wastewater Treatment Operator experience includes operating, monitoring, and controlling a high-rate anaerobic and aerobic wastewater treatment system for a high-strength dairy wastewater.

Wastewater Treatment Plant Start-Up and Operator Training experience includes monitoring and controlling a wastewater treatment plant during major upgrades.

Lab Analysis experience includes performing an analysis on wastewater and groundwater including quality control, and reporting of the data following the analysis.

Waste Removal experience includes safe and proper application of wastewater treatment sludge and industrial and crop wastes to farmland.

Wastewater System Data Management experience includes assistance with the organization and set up of data management databases.

Utility Construction Observation on various municipal projects.

Project Management experience related to planning studies, wastewater operations, and groundwater monitoring-related services.

Industrial Wastewater Characterization experience includes evaluation of products, raw materials, cleaning chemicals, and other factors that might impact wastewater treatment and pretreatment systems.

Pollutant Minimization Project experience includes industry and community involvement in mercury source control projects.

PRESENTATIONS (Partial Listing)

- Delivered presentation on Energy Optimization in activated sludge at the 2000 WWOA Annual Conference in Green Bay, Wisconsin.
- Presented an overview of the phosphorous rule updates and the impact expected at municipal wastewater treatment plants to the League of WI Municipalities 2010 Annual Conference.
- Presented Succession Planning at the 2010 WWOA Annual Conference. Wrote an article for the organizations magazine (The Clarifer) at the request.
- Presented an overview of the phosphorus rule updates and he impact expected at municipal wastewater treatment plant to the League of Wisconsin Municipalities 2010 annual conference.
- Presented succession planning presentation at the 2010 WWOA Annual Conference.

CONTRIBUTING AUTHOR

- Biological Nutrient Removal Operation in Wastewater Treatment Plants. Published as Manual of Practice 29 by the Water Environment Federation (WEF), American Society of Civil Engineers (ASCE) and Environmental and Water Resources Initiative (EWRI).

PROFESSIONAL AFFILIATIONS

- Water Environment Federation
- Central States Water Environment Association (Wisconsin Section Operations Chair)
- Wisconsin Wastewater Operators Association (Technical Committee Member)

YEARS OF EXPERIENCE

21

YEARS WITH FIRM

20

EDUCATION

B.S. Biology – University of Wisconsin-Whitewater, 1995

REGISTRATION

Certified Wastewater Operator in Wisconsin

Emily L. Epperson, E.I.T.

AREAS OF EXPERTISE

- Water Distribution Systems
- Wastewater Treatment
- Wastewater Collection Systems
- MicroStation and AutoCAD Drafting
- Intersection Safety

PROFESSIONAL EXPERIENCE

Wastewater Treatment experience includes design and construction related services for LFUCG wastewater improvements at the Town Branch and West Hickman Wastewater Treatment plants.

Water Distribution experience includes design for Jackson Energy Authority in Jackson, Tennessee. She was responsible for plan and profile design of water line extensions and relocations throughout the system.

Wastewater Collection experience includes design for Jackson Energy Authority in Jackson, Tennessee. She was responsible for plan and profile design of sewer line installations throughout the system. Additional experience in Mercer County, Kentucky with design of low pressure sewer systems.

Intersection Safety experience includes recommendation of corrective measures to remedy high-crash counts at stop-controlled intersections. Recommendations were submitted to the Tennessee Department of Transportation.

Field experience includes GPS mapping of existing and proposed water and wastewater mains, and field safety audits of high-crash, stop-controlled intersections.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association

YEARS OF EXPERIENCE

4

YEARS WITH FIRM

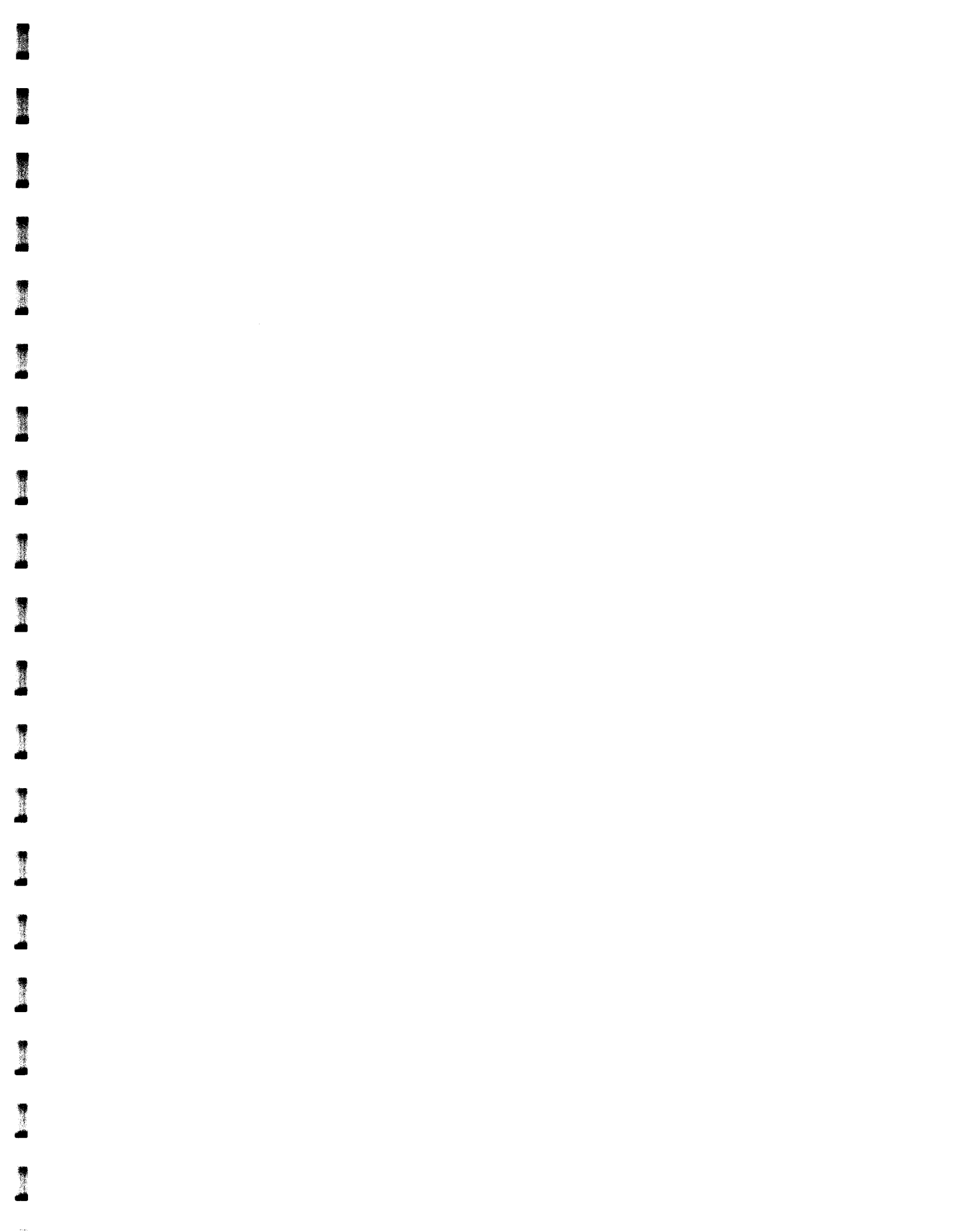
4

EDUCATION

B.S. Civil Engineering –
Tennessee Tech University,
Cookeville, Tennessee, 2013

REGISTRATION

Engineer-in-Training



Similar Projects

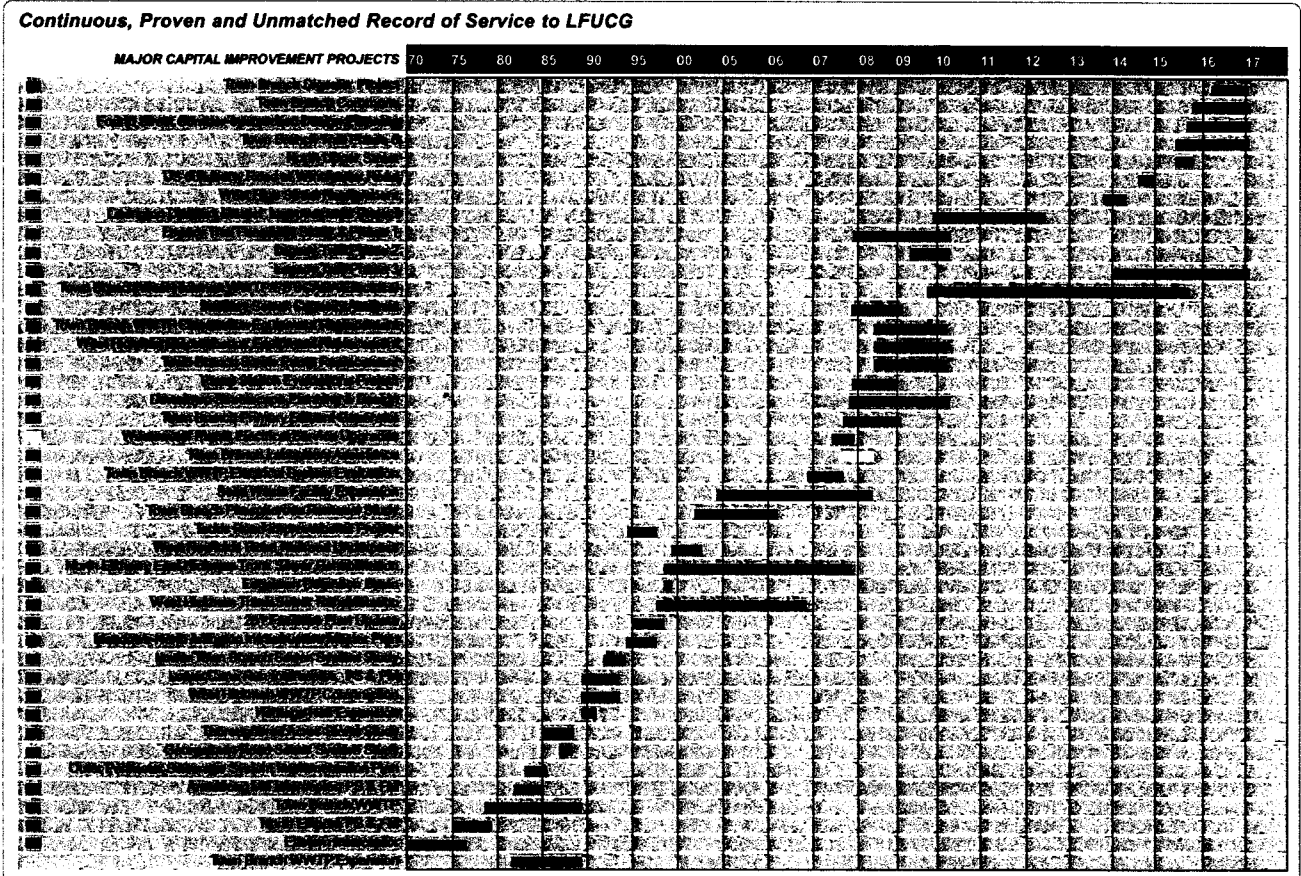
Strand's Proven Service and Commitment to LFUCG Demonstrates Our Ability to Serve LFUCG Effectively on this Project

Strand has been providing consistent and dependable engineering services for public and private sector clients since 1946. To serve our national client base, we have 380+ staff in 11 offices throughout the country, including our office in Lexington, Kentucky. Our Lexington-based staff have an established track record serving LFUCG since 1968. Wastewater is a major area of specialized experience for our company. Wastewater and biosolids engineering has been a core service of ours since the 1940s. After 70 years of success, we have grown into a significant wastewater engineering firm that is ranked among Engineering News Record Midwest as a Top 20 Wastewater Firm, of which we were ranked 15th in 2016. Our Project Team provides the capabilities of a nationally recognized firm, with service from our local Lexington staff. Our Project Team brings the following key attributes to this important LFUCG project.

Strand has provided engineering services for LFUCG WWTP projects for over 32 years.

PAST RECORD OF PERFORMANCE

Strand has served LFUCG continuously and successfully since 1968. We are proud of our record of performance and the privilege to be of service to the Urban County Government and to the community. Strand has provided a broad range of wastewater engineering services from initial planning through design and construction. More recently we provided engineering services for the West Hickman Gravity Thickener upgrade, West Hickman Coarse Bar Screen replacement, Town Branch Primary Effluent Pump Station Improvements project, West Hickman Electrical and SCADA Improvements Project, Town Branch Primary Digester Complex Improvements, and the on-going Grit and Screenings Removal Project.



SPECIALIZED EXPERIENCE

Strand’s Understanding of the West Hickman Treatment Process Systems Results in Seamless Scum and ASH Tank Upgrades

For a project of this nature to be successful, it must incorporate input from LFUCG staff that are responsible for these facilities on a daily basis. Strand’s approach to project development emphasizes owner input. Beginning with the project kick-off meeting and continuing through all phases of project development, Strand will engage LFUCG operations and engineering staff to obtain input regarding equipment and process upgrades. This input, combined with Strand’s engineering expertise, will result in efficient, cost-effective systems. Strand has demonstrated this approach through prior projects completed with the LFUCG Division of Water Quality.

Strand’s working knowledge of West Hickman Treatment facilities and operations results in solutions custom tailored to specific needs.

Strand’s Experience Incorporating Scum Handling and Aerated Sludge Holding Facilities in Wastewater Treatment Design Results in Operator-Friendly and Efficient Systems

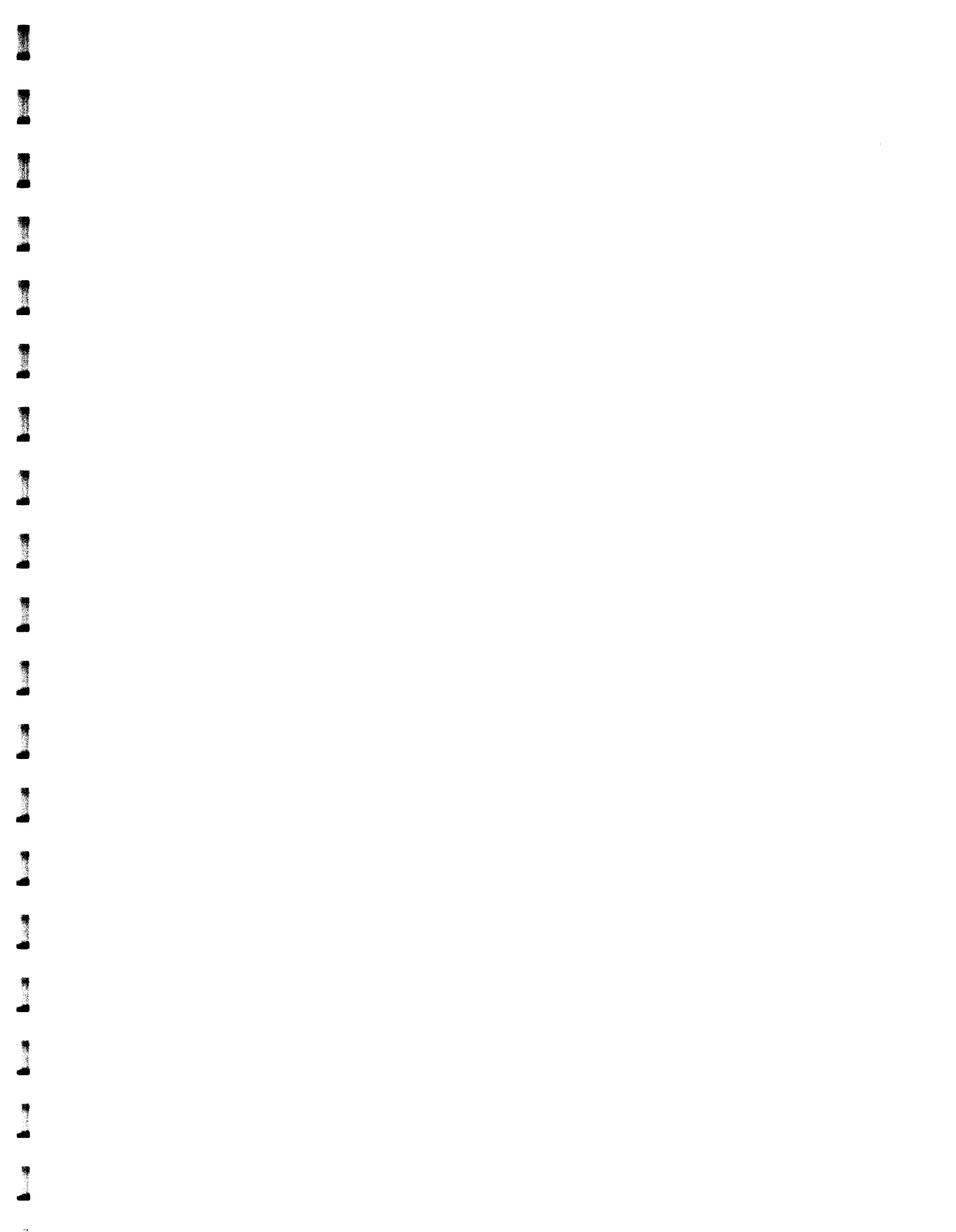
Strand-designed treatment facilities anticipate the need to manage and remove scum produced during treatment. Designing basins and channels to minimize the collection of scum at inconvenient locations, and removing scum at strategic locations results in reduced operation and maintenance, and reduces the negatives of scum collection, such as odor production and detriment to mechanical process equipment. The following table shows similar experience for selected Strand projects, along with contact information for references.

Location	Contact Information	Approximate Year	Facility Description
LaGrange KY WWTP	Zak Yates, WWTP Superintendent (502)396-6734	2015	Install a full-width scum removal system on their oxidation ditch to trap and remove floating debris. Scum is pumped for further processing at the plant.
Brooklyn, WI	Leif Spilde, Utility Superintendent, (608)455-1842	2016	Install a full-width scum removal system on their oxidation ditch to trap and remove floating debris. Scum is pumped for further processing at the plant.
LFUCG, KY Town Branch WWTP	Tiffany Rank, PE (859)425-2406	1990	Scum concentrating facility to dewater scum collected in the primary clarifiers. Facilities include a scum beach and rake system that discharges scum and grease materials into container for transport to nearby roll-off dumpsters.
New Glarus, WI WWTP	Scott Jelle, DPW, (608)558-5771	1991, 2008	Scum collected at final clarifier scum beaches and piped to scum decant manhole. Decant is piped to plant sewer and scum pumped to sludge storage tanks. Second final clarifier added in 2008.
KRMA, IL	Richard Simms, Executive Director, (815)936-1462	2016	Rehabilitated each of the existing six rectangular primary clarifiers with new rotating scum pipe with actuators to periodically collect scum, which is collected in a common scum pit and pumped to dissolved air flotation thickening prior to anaerobic digestion. Rehabilitated each of the existing four 120-ft diameter secondary clarifiers with new scum blade/skimmer assembly, stationary anti-rotation scum baffle, scum trough/beach, and automatic flushing device. Scum from each secondary clarifier is pumped to a common force main with WAS that goes to dissolved air flotation thickening prior to anaerobic digestion.
Confidential Client, Coshocton, OH	Provided upon request and permission of confidential client	2010	Bacon processing plant with 210,000 gpd DAF and 100 mg/L FOG and 700 mg/L effluent limits. Design included screening, dissolved air floatation for FOG and TSS removal, and thermal phase separation of DAF float to concentrate prior to disposal.

Location	Contact Information	Approximate Year	Facility Description
Athens, OH	Lisa Agresti, WWTP Superintendent (740)592-3346	2016	Primary and secondary scum is collected on scum beaches and sent to a scum concentrating tank. Subnatant is sent to the head of the plant and concentrated scum is intermittently pumped to the digesters.
Parkersburg Utility Board, Parkersburg, WV	Eric Bennett, General Manager (304)424-8536 x 102	2016	Primary and secondary scum is collected on scum beaches and sent to a scum concentrating tank. Subnatant is sent to the head of the plant and concentrated scum is intermittently pumped to the digesters.
Morgantown Utility Board, Morgantown, WV	Greg Shellito, Manager of Treatment and Production (304)599-2111	2016	Primary and secondary scum is collected on scum beaches and sent to a scum concentrating tank. Subnatant is sent to the head of the plant and concentrated scum is intermittently pumped to the digesters.
Columbus IN WWTP	Keith Reeves (812)372-8861	2011	Secondary scum is collected with scum beaches and sent to a submersible pumping station. Scum is pumped from the scum pumping station to an aerated solids holding tank.
Clay Township Regional Waste District WWTP (Zionsville, IN)	Wes Merkle, P.E. or Scot Watkins (317)844-9200	2013	Secondary scum is collected with scum beaches and sent to a submersible pumping station. Scum is pumped from the scum pumping station to aerobic digesters.
Fontana/ Walworth WPCF, WI	Doug York, Superintendent (262)736-4473	2010	Secondary scum is collected with on scum beaches and sent to a scum concentrating tank. Subnatant is sent to the head of the plant and concentrated scum is intermittently pumped to the digesters.

Strand projects regularly utilize geodesic domes to cover water holding tanks. The following table lists similar experience implementing dome covers at wastewater and water treatment facilities.

Location	Contact Information	Approximate Year	Application Description	Details
Roselle, IL Devlin WWTP	John LaRocca, Wastewater Superintendent, (630) 980-2024	2014	Installed aluminum dome on new final clarifier.	86 ft. diameter
Lake Mills, WI WWTP	Bill Kiessling, WWTP Foreman, (920) 648-2162	2001	Installed aluminum dome on new sludge storage tank.	55 ft. diameter tank
Fontana/ Walworth WPCF, WI	Doug York, Superintendent (262)736-4473	2010	Base specification included a 65 ft. diameter fiberglass dome cover the new final clarifier and match the existing domes. We included a bid alternative for providing a 65 ft diameter aluminum dome in lieu of the base spec fiberglass dome. The Owner selected the aluminum dome as the fiberglass dome requires periodic gel coating from a specialty contractor.	65 ft. diameter tank. Design included both aluminum and fiberglass structures.
Bargersville, IN WTP	Gregg Henderson (317) 422-5115	2013	Facility has two, 1 million gallon finished water storage tanks with geodesic dome covers.	2 - 73 foot diameter glass lined steel water storage tanks with aluminum geodesic dome covers (provided by TEMCOR).
Bargersville, IN WTP	Gregg Henderson (317)422-5115	2013	Aluminum geodesic dome cover of backwash recycle storage tank.	1 - 70 foot diameter reinforced concrete tank with aluminum geodesic dome cover (provided by RPS Engineering, Inc.)



AFFIDAVIT

Comes the Affiant, Matthew S. Richards, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Matthew S. Richards and he/she is the individual submitting the proposal or is the authorized representative of Strand Associates, Inc.[®], the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Matthew S. Richards

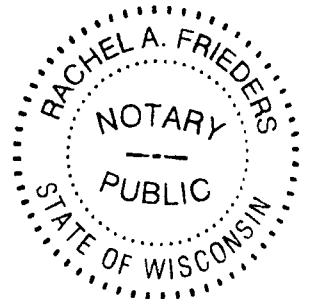
STATE OF Wisconsin

COUNTY OF Dane

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matthew S. Richards on this the 2nd day of March, 2017

My Commission expires: June 20, 2017

Rachel A. Frieders
NOTARY PUBLIC, STATE AT LARGE



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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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, safety 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

3/2/17
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:

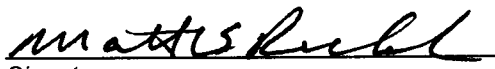
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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



Strand Associates, Inc.†

1525 Bull Lea Road, Suite 100

Lexington, KY 40511

(P) 859-225-8500

(F) 859-225-8501

Equal Employment Opportunity Policy Statement

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFQ/Quote Reference # RFP#3-2017 Design Services for West Hickman WWTP Scum Removal Addition

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. Cornerstone Engineering, Inc. Chella Subram, P.E., SECB 1890 Star Shoot Pkwy. Lexington, KY 40509 (859) 685-2181 chella@cei-engineering.com	MBE & DBE	Structural	* see note below	10%
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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Strand Associates, Inc.
Company

3/3/2017
Date

Matthew Shickel
Company Representative

Corporate Secretary
Title

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

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP#3-2017 Design Services for West Hickman WWTP
Scum Removal Addition

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 MWDBE 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 MWDBE 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.

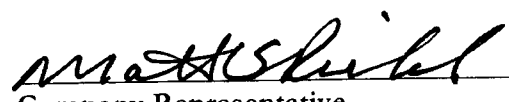
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the 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.

Strand Associates, Inc.

Company
3/3/17

Date



Company Representative
Corporate Secretary

Title

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, 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	11	9	1						1							9	2
Professionals	270	214	47	3		1				5						223	47
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	51	43	5	2		1										46	5
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	50	8	36	1	1		2		1	1						10	40
Skilled Craft	-															-	-
Service/Maintenance	3	1				2									-	3	-
Total:	385	275	89	6	1	4	2	-	2	6	-	-	-	-	-	291	94

Prepared by: Ashley Pekul, H/R Assistant Date: 2 / 28 / 17

(Name and Title)

Revised 2015-Dec-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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 Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: sue.simoneau@ansay.com PHONE (A/C. No. Ext): 800-643-6133 E-MAIL ADDRESS: sue.simoneau@ansay.com	FAX (A/C. No): 608-831-4777
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CNA Insurance Companies	NAIC # 35289
INSURED STRAASS-01 Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1147936127 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU cov. incl. <input checked="" type="checkbox"/> Blkt. Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5099170076	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$900,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099170062	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5099170059	1/1/2016	1/1/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC595126844	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Pollution Liability			AEH113974097	7/1/2016	7/1/2017	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

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

CERTIFICATE HOLDER Blank Certificate	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
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