

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December 8, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and GRW Engineers, Inc. (CONSULTANT). OWNER intends to proceed with the Investigation and Design Services for the Town Branch Wastewater Treatment Plant (WWTP) Dewatering Pump Station Improvements as described in the attached Exhibit A, "RFP #41-2023." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

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. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the Town Branch WWTP Dewatering Pump Station Improvements; RFP #41-2023" (including Appendices), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #41-2023), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

- 1.2.3. To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D**, and then **EXHIBIT C**.
- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. 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**.
- 1.2.5. 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 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 render in writing decisions pertaining thereto 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 with respect to the services to be rendered under this Agreement. 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary 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. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT/Final Task Order** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Task Order** or otherwise adjusting the scope of the services or work and any related fees.
- 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** 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT/Final Task Order** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Task Order** or otherwise adjusting the scope of the services or work and any related fees.

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 fee not exceeding \$347,700.00.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

- 5.2.1. **CONSULTANT** shall submit 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 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 himself with and shall at all times comply with 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 his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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 & Public Works, 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

The **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.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **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 the **OWNER**, the **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 the **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 except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his 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. 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.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Commercial Automobile Liability Policy.

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

6.9.4.2. Renewals

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

6.9.4.3. 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.

6.9.5. 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**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these 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.
- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

GRW ENGINEERS INC.

BY: Michael Jacobs

ATTEST:

Allo
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Michael Jacobs, as the duly authorized representative for and on behalf of GRW Engineers, on this the 4 day of December, 2023.
My commission expires: 8-1-2026.

Louise Adshel
NOTARY PUBLIC



EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES**

AND RELATED MATTERS

RFP#41-2023

A hazardous materials survey shall be conducted during the preliminary engineering phase to determine if lead and asbestos will be encountered during construction. The CONSULTANT shall include the cost of this survey in his/her scope.

MCC-L is a subfeed off MCC-F which is located in the Primary Effluent Pump Station. A diesel generator provides power during emergency situations to MCC-F and, in turn, MCC-L. The pumps in both buildings run via level control. During extreme conditions when levels are high in both wet wells, the PLCs continue to call pumps to run until the level conditions are satisfied. These conditions and consequent power demands can cause breakers to trip, especially when running on generator power. The CONSULTANT shall evaluate the utility power and emergency generator power requirements and make recommendations about logic controls and additional (future) generator capacity to address these conditions.

This project is funded 100% by a grant from the Kentucky Cleaner Water Program (CWP) Round 2 grant funds. The Kentucky Infrastructure Authority (KIA) approved the grant request through the American Rescue Plan Act 2021. The funds must be obligated by December 31, 2024 and fully expended by December 31, 2026. See APPENDIX A for the KIA grant documents already received by LFUCG. The CONSULTANT will be responsible for completing the technical and administrative tasks necessary to prepare all required grant documentation submittals at the direction of LFUCG's Department of Housing Advocacy and Community Development (Grants), beginning with the grant obligations described in November 21, 2022 Conditional Commitment Letter and attachments included in Appendix A.

2. Scope of Work: Dewatering Pump Station Improvements Project

The CONSULTANT will evaluate the existing Dewatering Pump Station. In the Preliminary Engineering Report (PER), the different types of pumps, the capacity and fit for the space will be compared. Motor control center options, SCADA controls, instrumentation equipment, ventilation, lighting, and New PLCs and VFDs will be replaced with this design. All piping, plumbing, electrical conduit, ventilation and heating will be designed for replacement. The hoist and structural components of the hoist will be evaluated to confirm capacity and replaced if needed. Architecturally, doors, windows, painting, brick repair, roof and flashing will be evaluated.

A well-developed sequence of construction will be defined. The plant must continue to operate during construction. Shutdowns will be coordinated with plant staff; limitations will be defined in the design documents. CONSULTANT should assume that the existing valves and check valves in the pump station are not operational because they have not been serviced or exercised consistently since they were installed.

The CONSULTANT will also be responsible for all electrical, instrumentation, mechanical, structural, and plumbing design for equipment related to the project. This is not intended to be an all-inclusive list of items to be addressed.

The PER will summarize the options with detailed construction estimates.

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 hard copies and digital drawings are to be submitted).

- (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, 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, 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 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.

5. Schedule and Completion

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

Dewatering Pump Station Improvements Project

Award Design Contract	November	2023
Final PER	February	2023
Meeting to Review Final Design – 90% Completion	May	2024
Bid Opening	August	2024
Award of GC Contract	September	2024
Construction Completion	September	2026

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

NOTE: Schedule may be adjusted based on final negotiations. When submitting the schedule with your proposals please indicate if your firm could complete this project any sooner than the estimated time above. If your experience indicates a shorter construction period based on shorter equipment lead times, the design period can be adjusted.

6. 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.

7. 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.

APPENDIX A

KIA Grant Package

Linda Gorton
November 21, 2022
Page 2

22CWS008

We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,
Executive Director

Attachments

cc: Robert Peterson, Project Administrator
Charles H Martin, Lexington Fayette Urban County Government
Karyn Leverenz, ADD Coordinator
Don Schierer, KIA Grant Analyst
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.



Accepted

4.27.2023

Date

for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If the grant funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the Cleaner Water Program funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067066) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority as **Exhibit 2**.
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority as **Exhibit 3**.

Exhibits 1 – 3 must be completed and returned to the Authority with this signed Conditional Commitment Letter.

10. The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years as **Exhibit 10**.
11. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator as **Exhibit 11**.

CWP PROJECT BUDGET

Project Title: LFUCG - Town Branch WWTP
Dewatering PS Rehabilitation

WRIS#: SX21067056

Project Budget: Estimated enter date As Bid enter date Revised enter date

Cost Classification	CWP Grant 22CWS008	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 6	Local Funds	Unfunded Costs	Total
1	Administrative Expenses								
2	Legal Expenses								
3	Land, Appraisals, Easements								
4	Relocation Expense & Payments								
5	Planning								
6	Engineering Fees - Design								
7	Engineering Fees - Construction								
8	Engineering Fees - Inspection								
9	Engineering Fees - Other								
10	Construction								
11	Equipment								
12	Miscellaneous								
13	Contingencies								
	Total								

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
	Total	

Local Funding Sources	Amount	Date Committed
1		
2		
	Total	

Total Funding

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

EXHIBIT 1

CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE

The Project Profile was reviewed and updated in the Water Resource Information System
as of _____ by the Grantee's Authorized Official and Project Administrator.
(date)

Project Administrator: _____

Grant Number: 22CWS008

**EXHIBIT 3
TRANSPARENCY ACT REPORTING INFORMATION FORM
CLEANER WATER PROGRAM GRANT**

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a Unique Entity ID or as soon as you receive your Unique Entity ID and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

Grantee Name:	Lexington-Fayette Urban County Government
Unique Entity ID (generated by SAM.gov)*:	
KIA Grant Number:	22CWS008
CWP WRIS Project Number	SX21067066
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	

*If the Unique Entity ID provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

Unique Entity ID Name	
-----------------------	--

*If the recipient has not yet obtained a Unique Entity ID, please do so upon receipt of the Authority's Conditional Commitment letter and provide notification to the Authority of the number once issued. For instructions on the Unique Entity ID registration, please see the link at the bottom of this page.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Unique Entity ID Registration Information: <https://sam.gov>

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 27, 2023.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Lynne Horton

Authorized Signatory

MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

22CWS008

April 6, 2023

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as Exhibit 6A.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires an engineer and will have an engineering contract.
- This project was designed by an in-house engineer and will not have an engineering contract.
- This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

[Link to eClearinghouse](#)

EXHIBIT 9

THE BID PACKAGE

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- Procurement for this project used another procurement type and is described below.

Other Procurement description: _____

EXHIBIT 9B

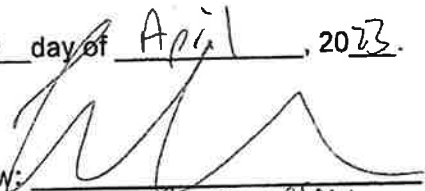
CLEAR SITE CERTIFICATE – Title Attorney

1. Evan P. Thompson, an Attorney at Law, acting as Title Counsel to the Lexington-Fayette Urban County Government (the "Grantee"), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this 6 day of April, 2023.

Attorney at Law:


Evan P. Thompson

Address:

200 E. Main Street
Lexington, KY 40507

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

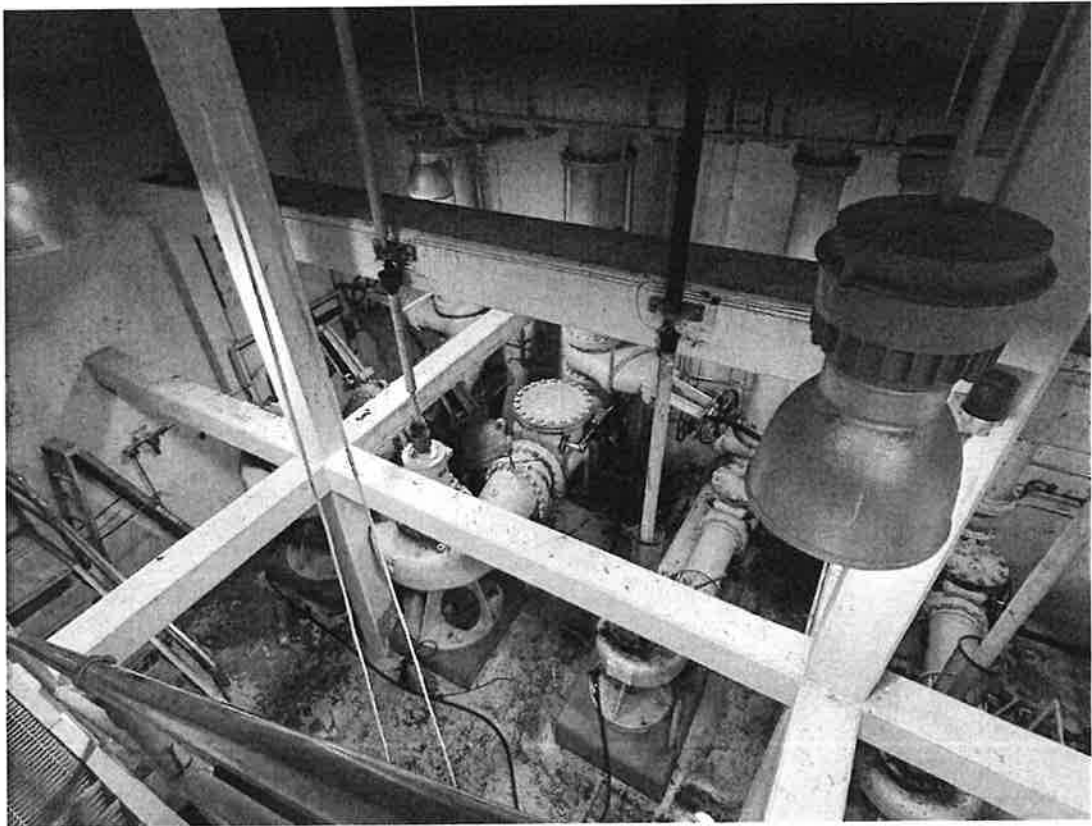
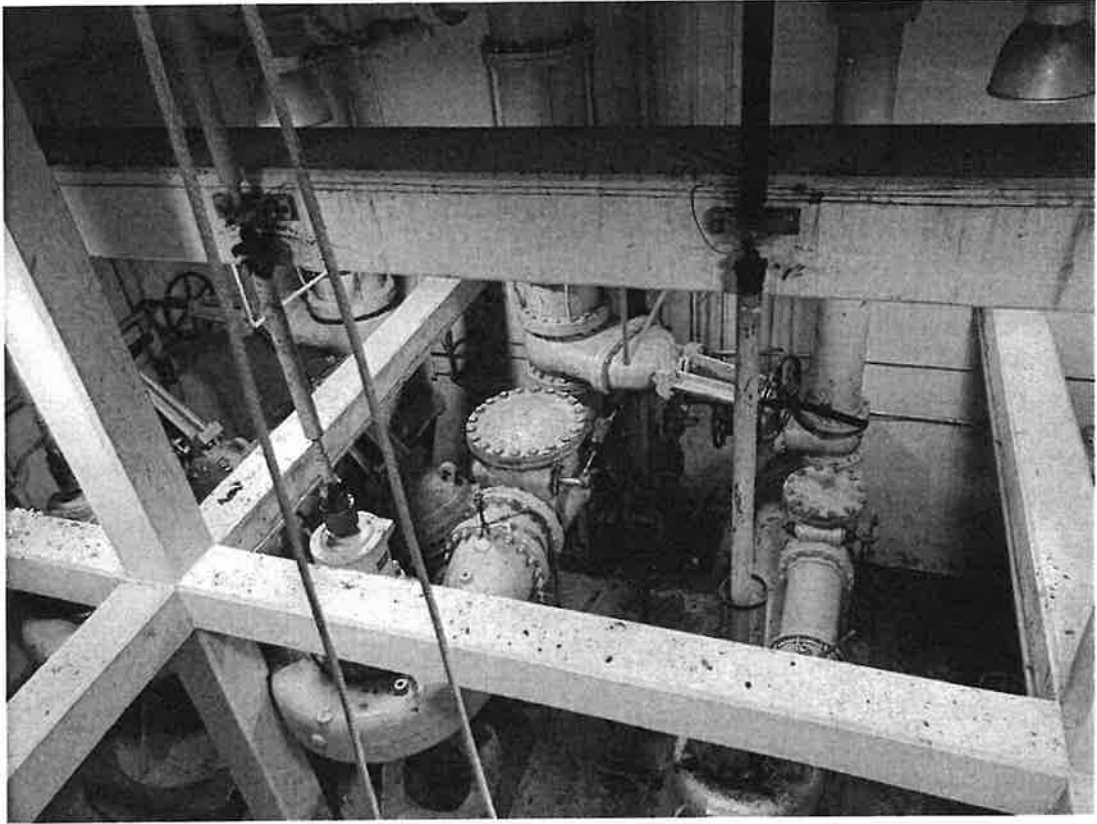
Date: _____

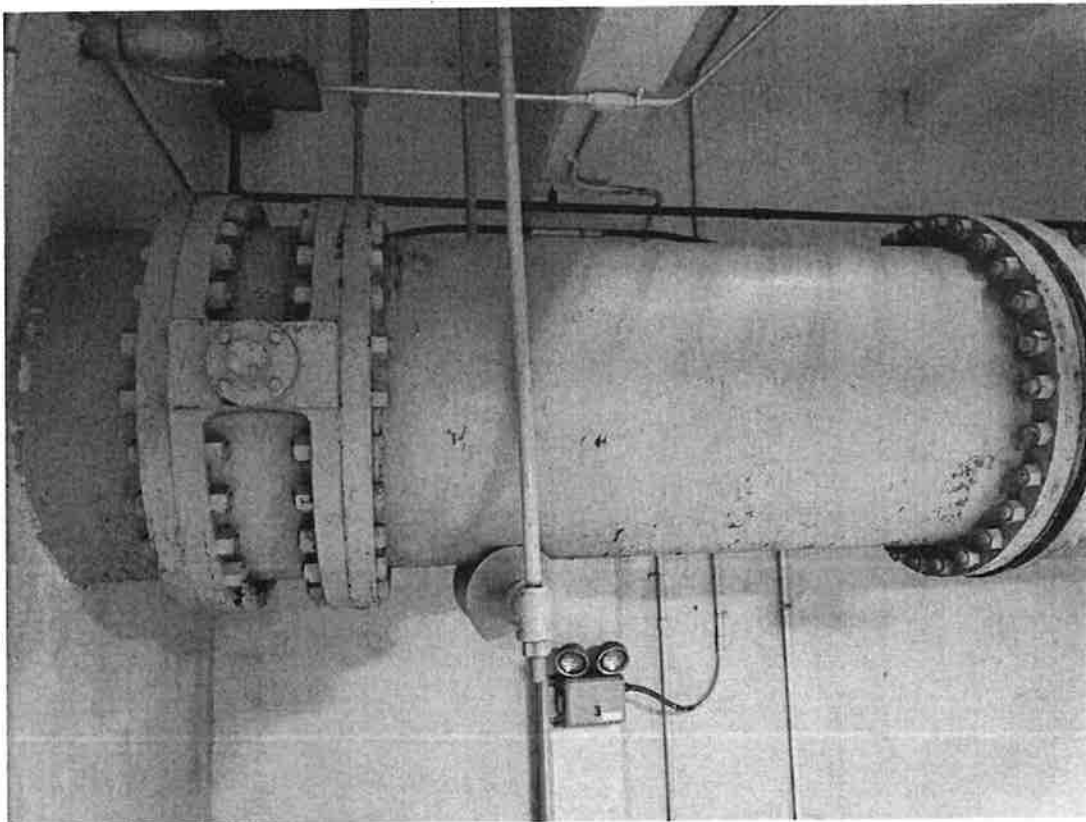
4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

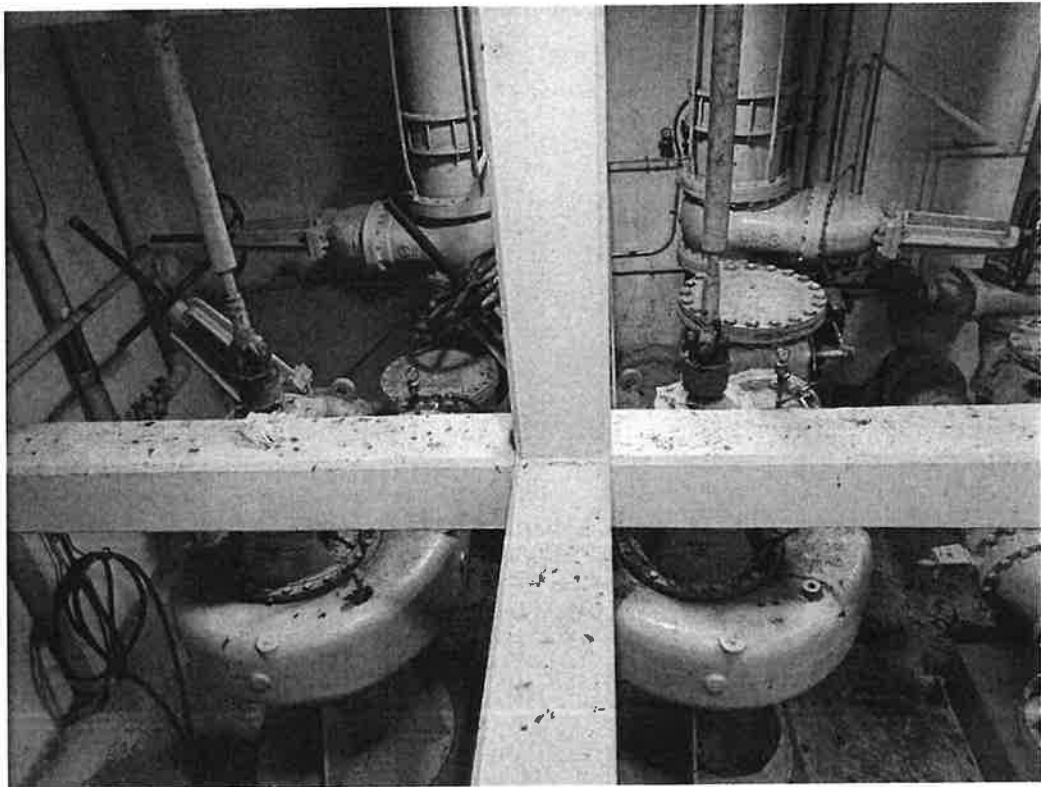
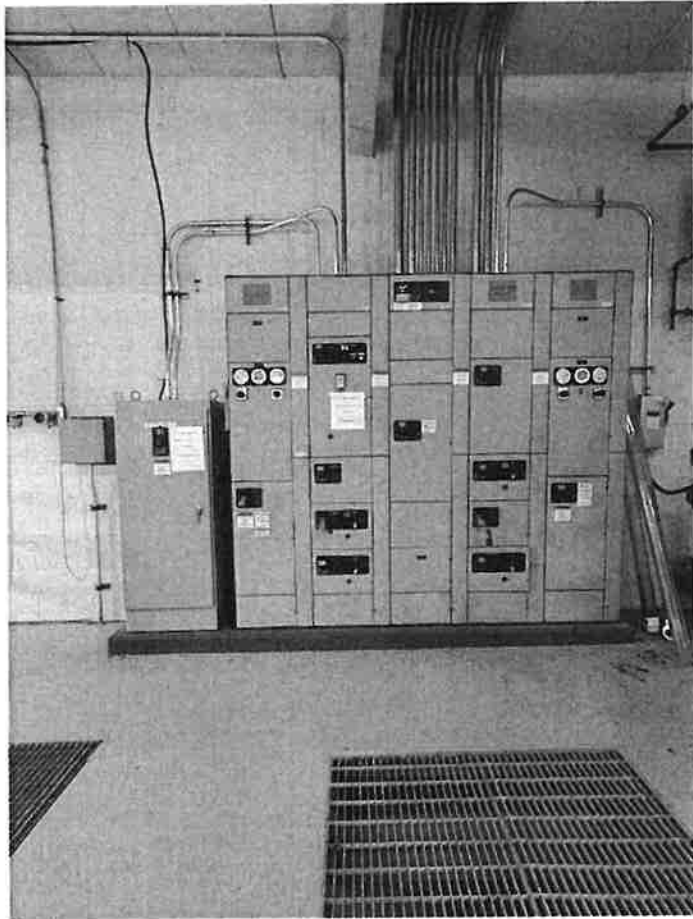
Authorized Official: Linda Borton

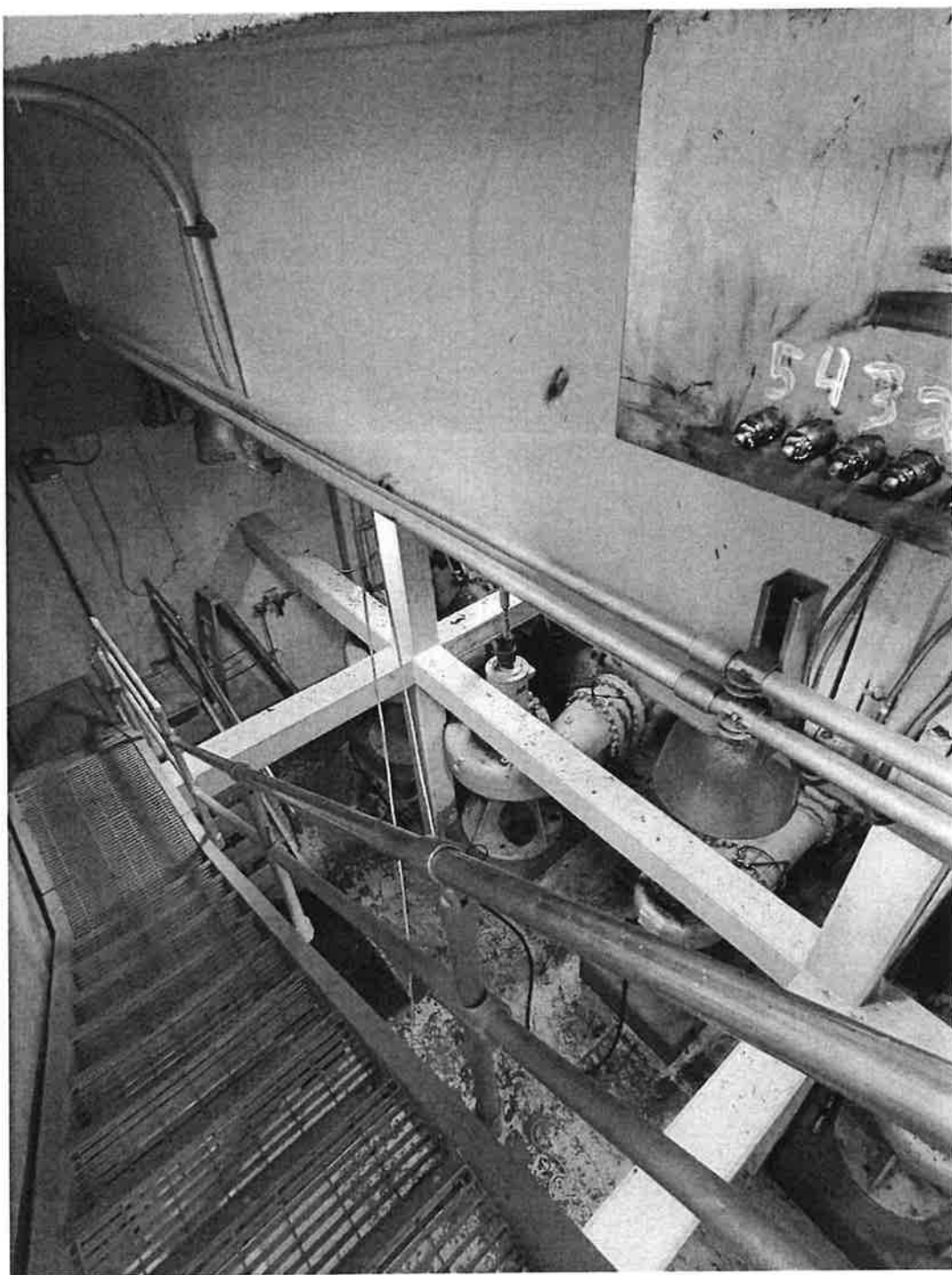
Project Administrator: _____

Date: _____





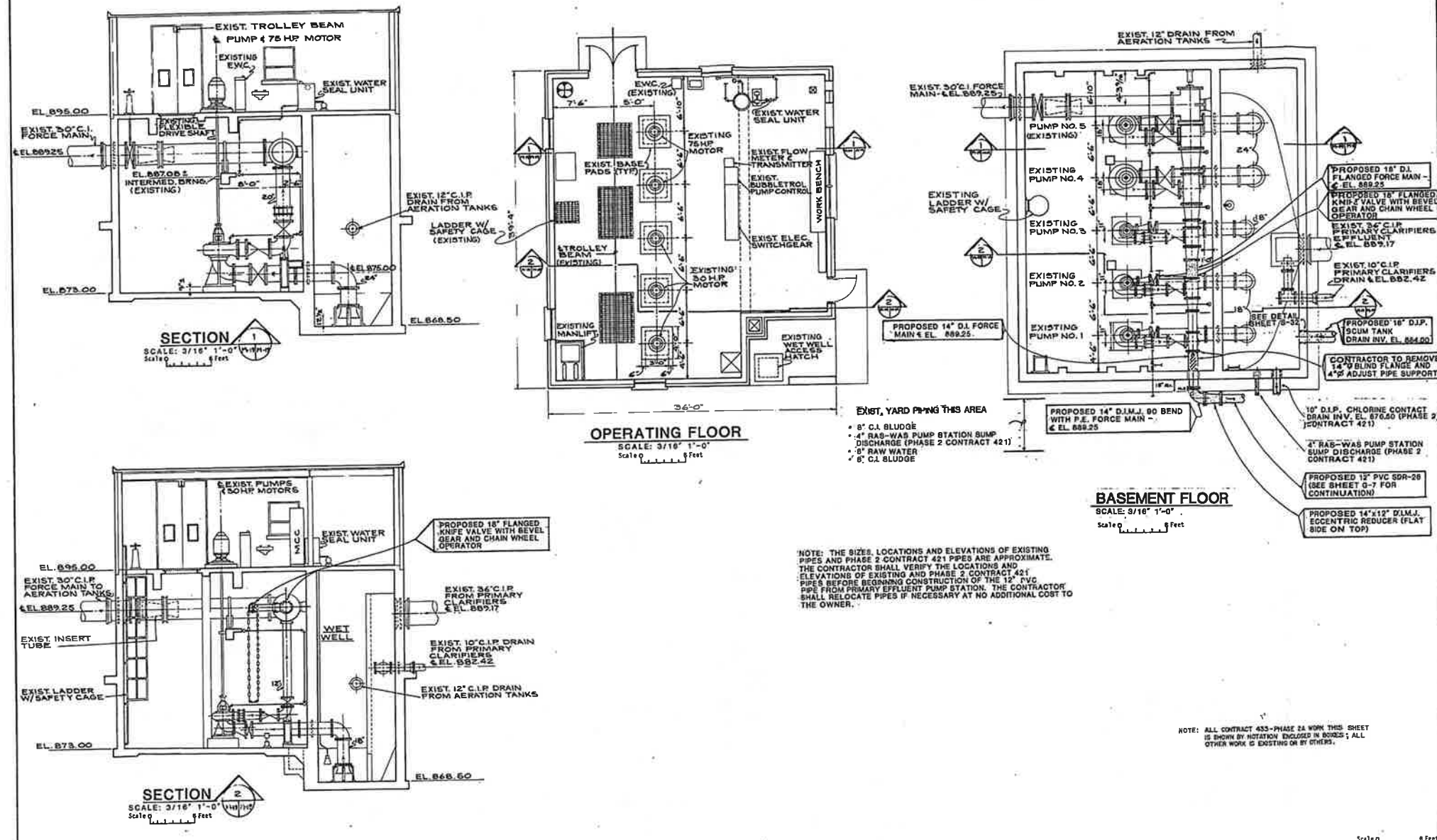




APPENDIX C

Dewatering Pump Station Drawings

NOTE: REFER TO SECTION 0820 OF THE SPECIFICATIONS FOR SPECIAL PROVISIONS REGARDING SCREEN PUMP EQUIPMENT.



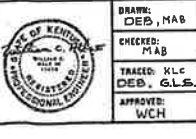
NOTE: THE SIZES, LOCATIONS AND ELEVATIONS OF EXISTING PIPES AND PHASE 2 CONTRACT 421 PIPES ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING AND PHASE 2 CONTRACT 421 PIPES BEFORE BEGINNING CONSTRUCTION OF THE 12" PVC PIPE FROM PRIMARY EFFLUENT PUMP STATION. THE CONTRACTOR SHALL RELOCATE PIPES IF NECESSARY AT NO ADDITIONAL COST TO THE OWNER.

NOTE: ALL CONTRACT 433-PHASE 2A WORK THIS SHEET IS SHOWN BY NOTATION ENCLOSED IN BOXES; ALL OTHER WORK IS EXISTING OR BY OTHERS.

DATE	BY	REVISIONS

RECORD DRAWINGS
 THESE RECORD DRAWINGS PREPARED BY THE LFUGG TOWN BRANCH CONSTRUCTION OFFICE FROM INFORMATION FURNISHED BY THE CONTRACTOR.

Howard K. Bell
 CONSULTING ENGINEERS, P.C.
 A Joint Venture
KKB-PEH
 Lexington, Kentucky
 In Association With
CDM
 CAMP DRESSER & SHANK INC.
 CONSULTING ENGINEERS

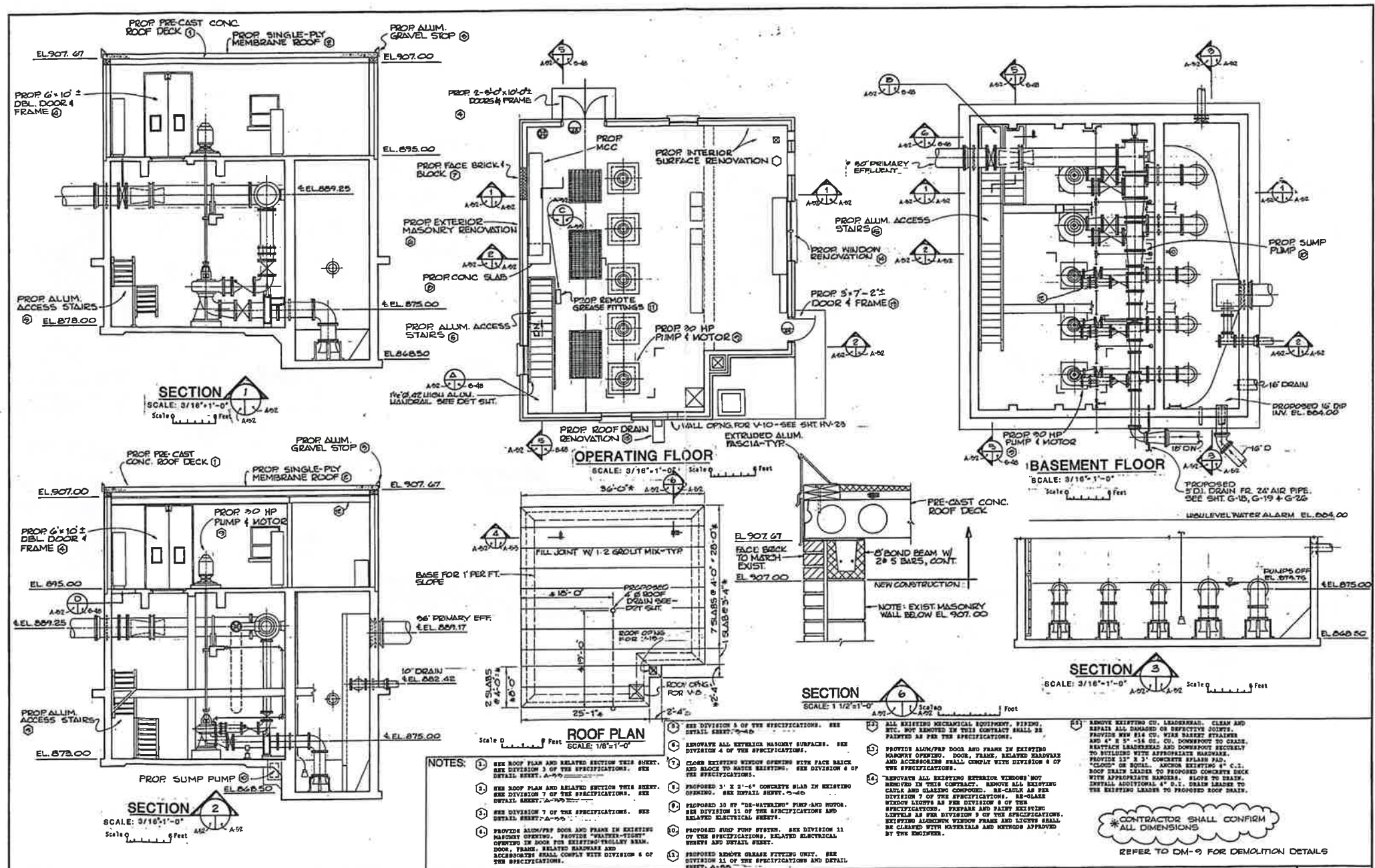


Lexington
 Fayette
 Urban
 County
 Government
**TOWN BRANCH
 WASTEWATER
 TREATMENT
 PLANT**

PHASE 2A
 EXIST. PRIMARY EFFLUENT
 PUMP STATION-PLAN AND SECTION

SCALE: 3/16" = 1'-0"
 DATE: JULY 1988
 SHEET NO.
M-19

CONTRACT 436 DRAWINGS 3-87



0-14-87	DLS	REVISED TO INCORPORATE LFDG AND REVIEW COMMENTS
07-10-87	DLS	REVISED TO INCORPORATE LFDG HOLD REVIEW

RECORD DRAWINGS
 THESE RECORD DRAWINGS PREPARED BY THE LFDG TOWN BRANCH CONSTRUCTION OFFICE FROM INFORMATION FURNISHED BY THE CONTRACTOR.

Howard K. Bell
 Lexington Engineers, PC
 A Joint Venture
HKB-PEH
 Lexington, Kentucky
 In Association With
CDM
 CAMP Dresser & BURCE INC.
 CHARLOTTE, NORTH CAROLINA

Lexington Fayette Urban County Government
 DRAWN: DLS
 CHECKED: DLS
 TRACED: LHM
 APPROVED: DLS

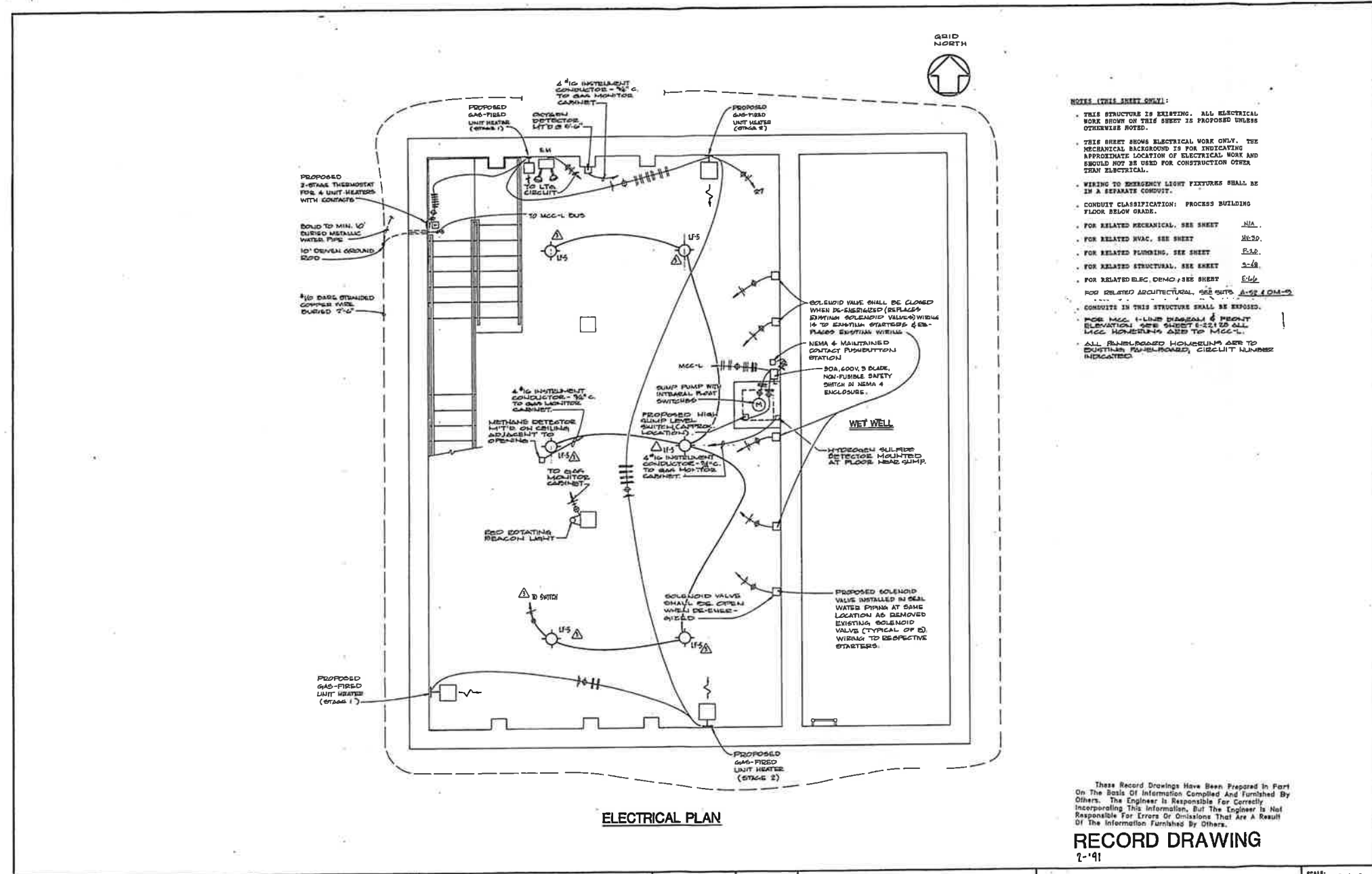
TOWN BRANCH WASTEWATER TREATMENT PLANT

PHASE 3/4
 EXISTING DEWATERING PUMP STATION - REHABILITATION PLAN AND SECTION

SCALE: AS NOTED
 DATE: JUNE 28, 1987
 SHEET NO. A-52

CONTRACTOR SHALL CONFIRM ALL DIMENSIONS
 REFER TO DM-9 FOR DEMOLITION DETAILS

PEH ORIGINAL

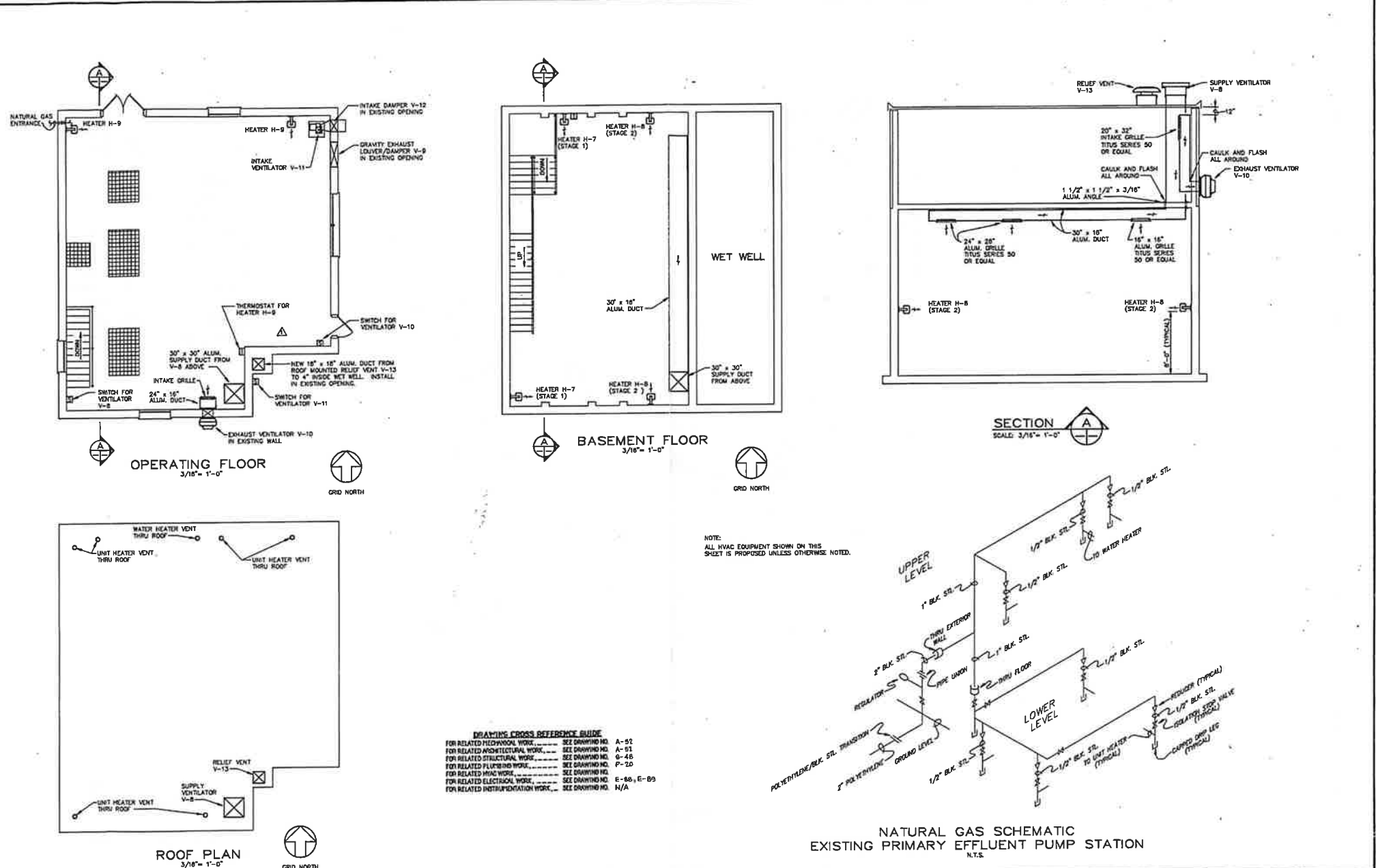


- NOTES (THIS SHEET ONLY):**
- THIS STRUCTURE IS EXISTING. ALL ELECTRICAL WORK SHOWN ON THIS SHEET IS PROPOSED UNLESS OTHERWISE NOTED.
 - THIS SHEET SHOWS ELECTRICAL WORK ONLY. THE MECHANICAL BACKGROUND IS FOR INDICATING APPROXIMATE LOCATION OF ELECTRICAL WORK AND SHOULD NOT BE USED FOR CONSTRUCTION OTHER THAN ELECTRICAL.
 - WIRING TO EMERGENCY LIGHT FIXTURES SHALL BE IN A SEPARATE CONDUIT.
 - CONDUIT CLASSIFICATION: PROCESS BUILDING FLOOR BELOW GRADE.
 - FOR RELATED MECHANICAL, SEE SHEET N/A.
 - FOR RELATED HVAC, SEE SHEET ME-30.
 - FOR RELATED PLUMBING, SEE SHEET PS-8.
 - FOR RELATED STRUCTURAL, SEE SHEET 3-18.
 - FOR RELATED ELEC. DEMO, SEE SHEET EL-6.
 - FOR RELATED ARCHITECTURAL, SEE SHEET AR-1 & AR-2.
 - CONDUITS IN THIS STRUCTURE SHALL BE EXPOSED.
 - FOR MCC-1 LINE DIAGRAM & PHASE ELEVATION, SEE SHEET EL-1. ALL MCC-1 NUMBERING AS TO MCC-1.
 - ALL PANELBOARDS HOMEBOARDS ARE TO BE INSTALLED PANELBOARDS, CIRCUIT NUMBER INDICATED.

These Record Drawings Have Been Prepared In Part On The Basis Of Information Compiled And Furnished By Others. The Engineer Is Responsible For Correctly Incorporating This Information, But The Engineer Is Not Responsible For Errors Or Omissions That Are A Result Of The Information Furnished By Others.

RECORD DRAWING
2-91

<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISIONS													<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISIONS													<p>REVISOR LOCATION & NOTES</p> <p>REVISIONS</p>	<p>Howard K. Bell PEH</p> <p>A Joint Venture K&B-PEH Lexington, Kentucky</p> <p>In Association With: CDM CAMP DRESSER & MERRILL</p>	<p>LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT</p>	<p>DRAWN: WCN CHECKED: MLD TRACE: WCN APPROVED: [Signature]</p>	<p>LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT</p>	<p>TOWN BRANCH WASTEWATER TREATMENT PLANT</p>	<p>PHASE 3/4</p> <p>DEWATER PUMP STATION (EXISTING PRIMARY EFFLUENT PUMP STATION) PROPOSED LOWER FLOOR ELECTRICAL PLAN</p>	<p>SCALE: 3/8"=1'-0"</p> <p>DATE: JUNE 28, 1987</p> <p>SHEET NO. E-88</p>
	NO.	DATE	BY	REVISIONS																																					
NO.	DATE	BY	REVISIONS																																						



NOTE:
ALL HVAC EQUIPMENT SHOWN ON THIS SHEET IS PROPOSED UNLESS OTHERWISE NOTED.

DRAWING CROSS REFERENCE GUIDE
 FOR RELATED MECHANICAL WORK, SEE DRAWING NO. A-52
 FOR RELATED ARCHITECTURAL WORK, SEE DRAWING NO. A-51
 FOR RELATED STRUCTURAL WORK, SEE DRAWING NO. S-40
 FOR RELATED PIPING WORK, SEE DRAWING NO. P-20
 FOR RELATED MISC WORK, SEE DRAWING NO. E-80, E-89
 FOR RELATED ELECTRICAL WORK, SEE DRAWING NO. N/A
 FOR RELATED INSTRUMENTATION WORK, SEE DRAWING NO. N/A

NATURAL GAS SCHEMATIC
 EXISTING PRIMARY EFFLUENT PUMP STATION
 N.T.S.

PLOT TIME 33 min 31 sec

NO.	DATE	BY	REVISIONS
1			REMOVED SWITCH TO V-8

RECORD DRAWINGS
 THESE RECORD DRAWINGS PREPARED BY THE LEADS TOWN BRANCH CONSTRUCTION OFFICE FROM INFORMATION FURNISHED BY THE CONTRACTOR.

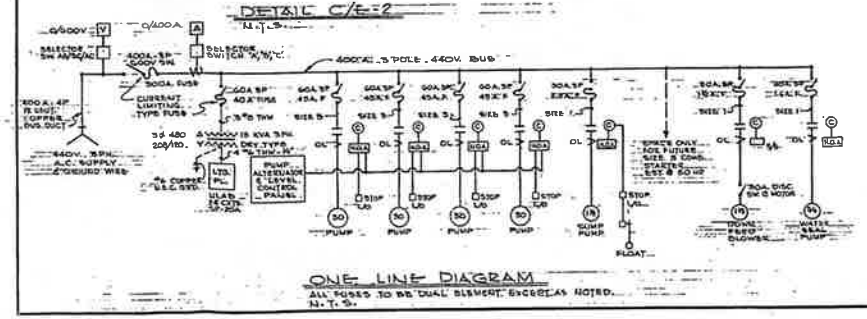
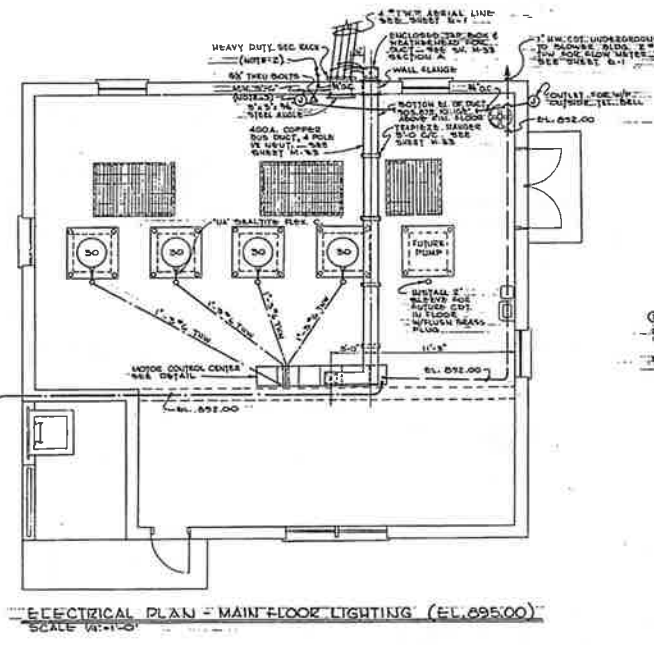
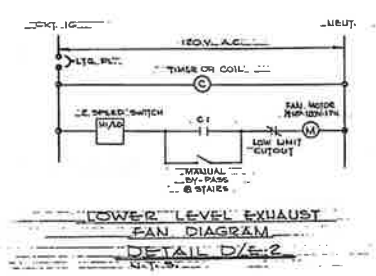
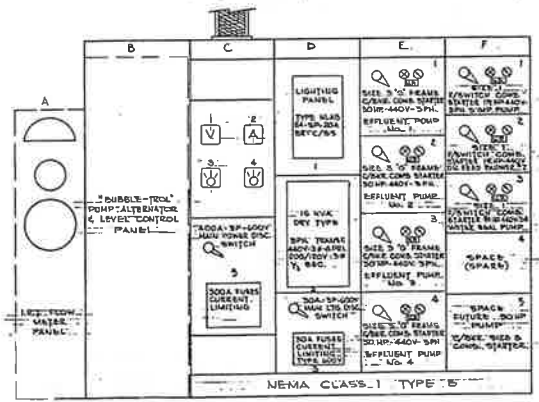
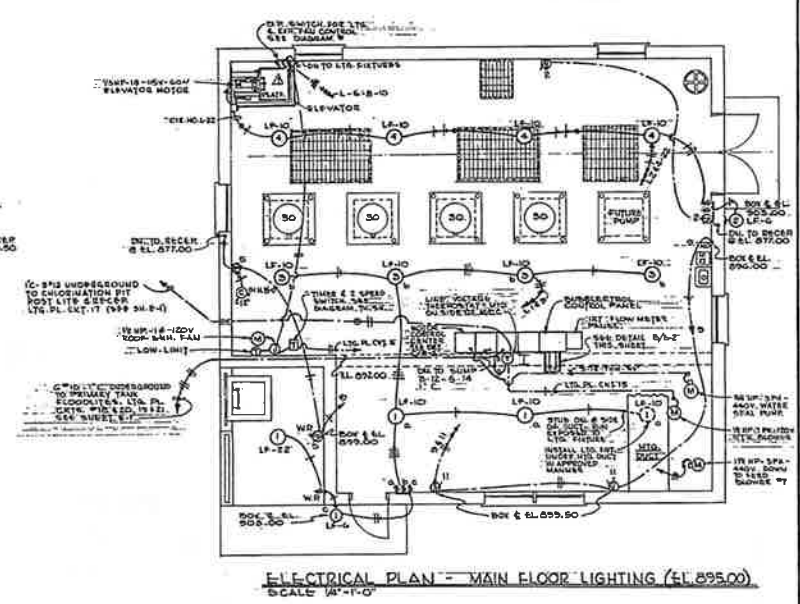
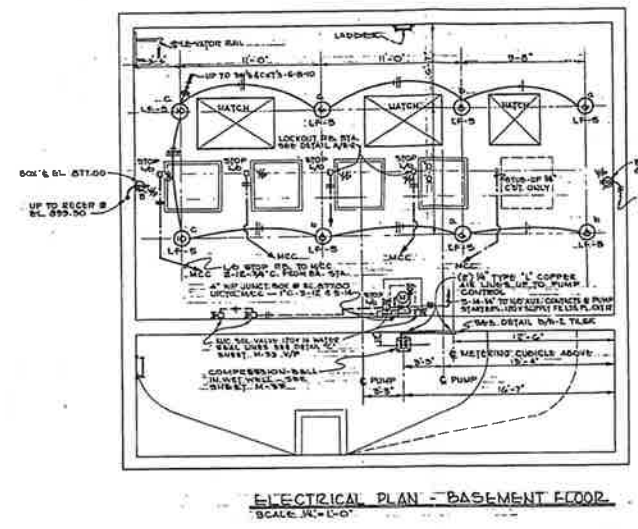
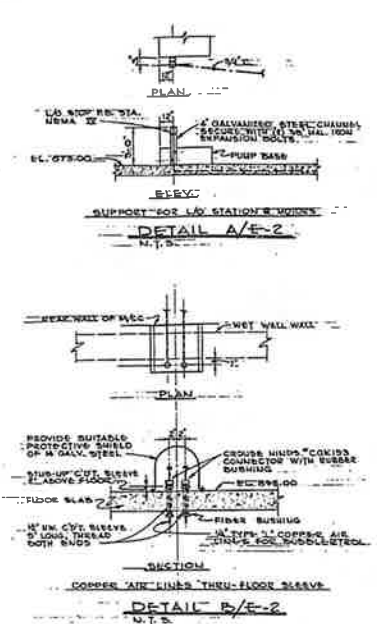
Howard H. Bell
 CONSULTING ENGINEERS, P.C.
 A Joint Venture
LUK B - PEH
 Lexington, Kentucky
 In Association With:
CDM
 CAMP Dresser & MCKEE INC.
 Lexington, Kentucky

Lexington Fayette Urban County Government
 DRAWN: WLM
 CHECKED: JWC
 TRACED: WLM
 APPROVED: [Signature]

TOWN BRANCH WASTEWATER TREATMENT PLANT

PHASE 3/4
DEWATER PUMP STATION-HVAC

SCALE: AS NOTED
DATE: JUNE 20, 1987
SHEET NO. HV-30



ELECTRICAL NOTES:

1. SYMBOLS FOR TELLERIES - REFER TO SHEET E-2
2. ALL CONDUIT FOR TELLERIES - MOUNTED OUT IN WALL OR ABOVE CEILING - SEE SHEET E-2
3. INSTALL 1" DIA. CONDUIT THROUGH WALLS - SEE SHEET E-2
4. INSTALL 1" DIA. CONDUIT THROUGH FLOOR - SEE SHEET E-2
5. INSTALL 1" DIA. CONDUIT THROUGH CEILING - SEE SHEET E-2

REVISIONS		
No.	Description	Date
1	ISSUED TO AS-BUILT CONDITIONS	11-21-65 J.W.B.
2	ISSUED FOR CONSTRUCTION	10-22-61 J.W.B.

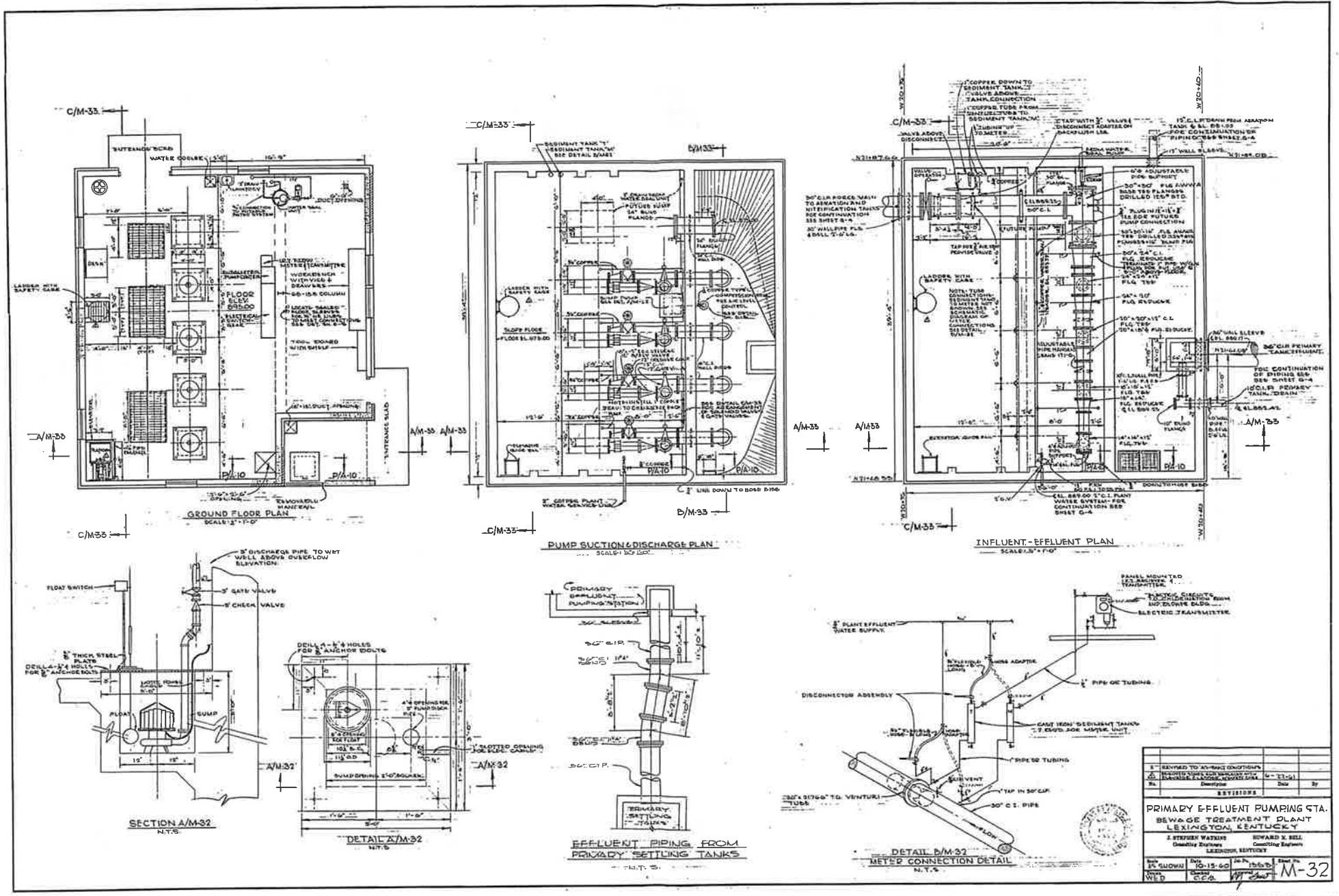
PRIMARY EFFLUENT PUMPING STATION ELECTRICAL PLANS & DETAILS
SEWAGE TREATMENT PLANT
LEXINGTON, KENTUCKY

J. STEPHEN WATSON
Consulting Engineer
LEXINGTON, KENTUCKY

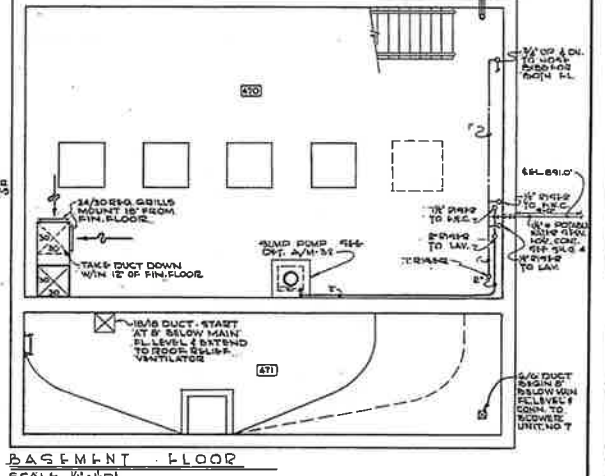
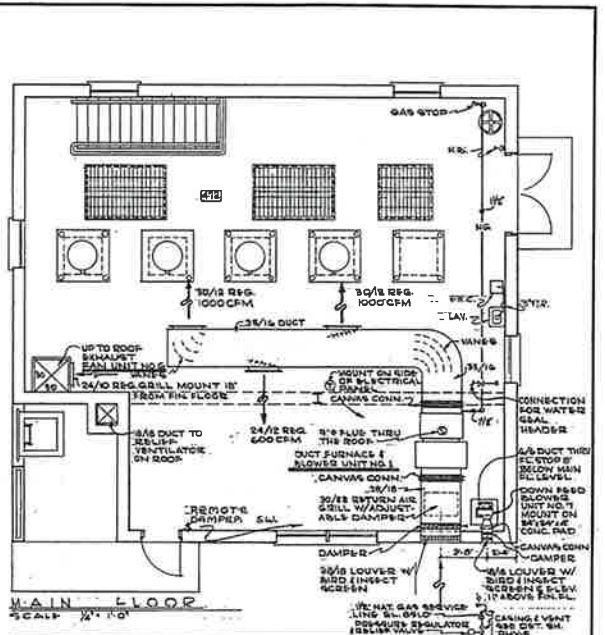
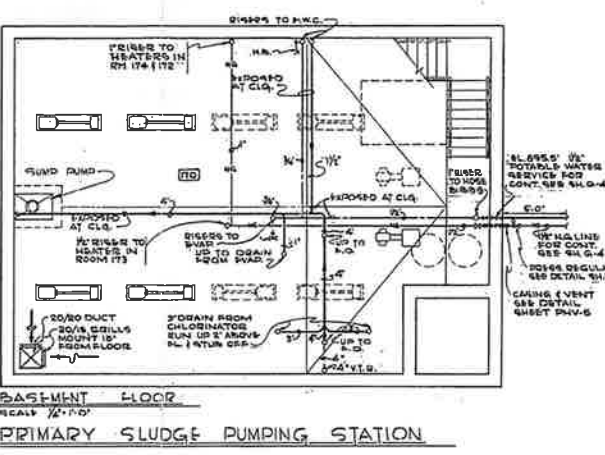
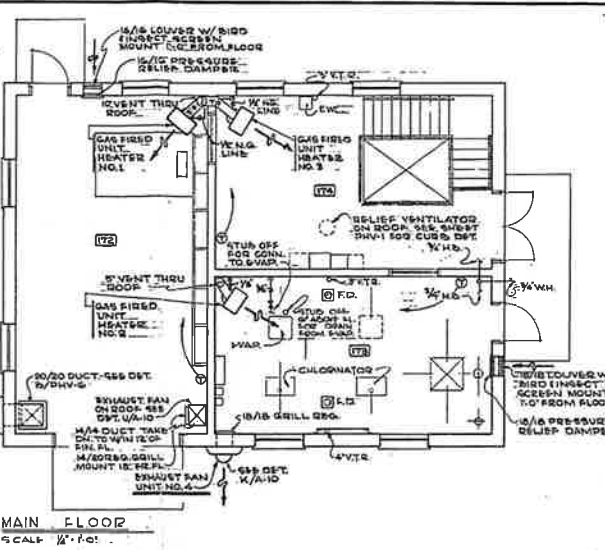
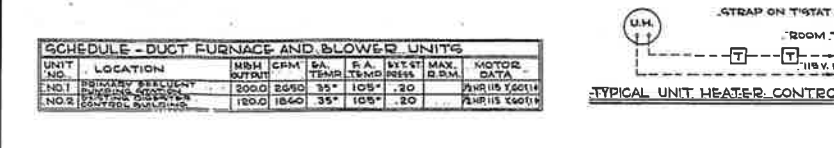
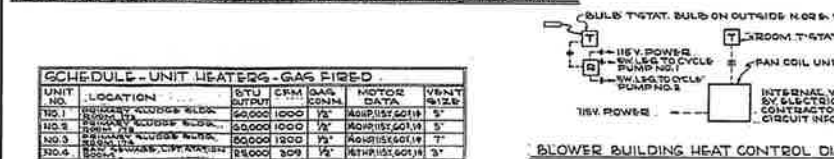
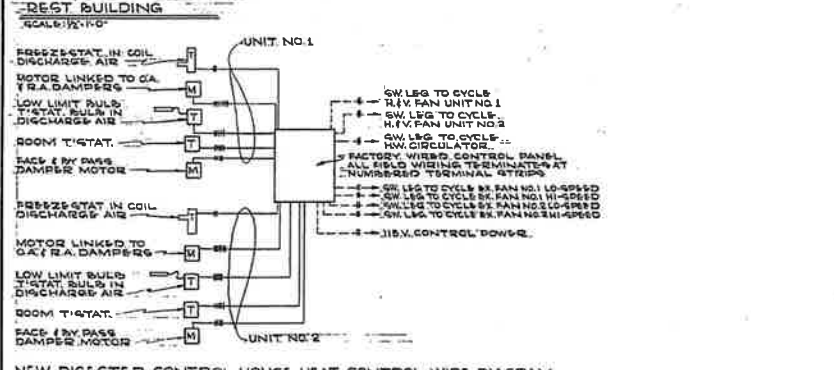
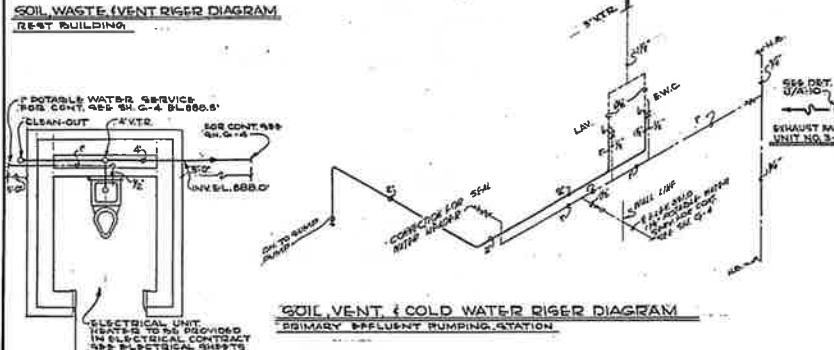
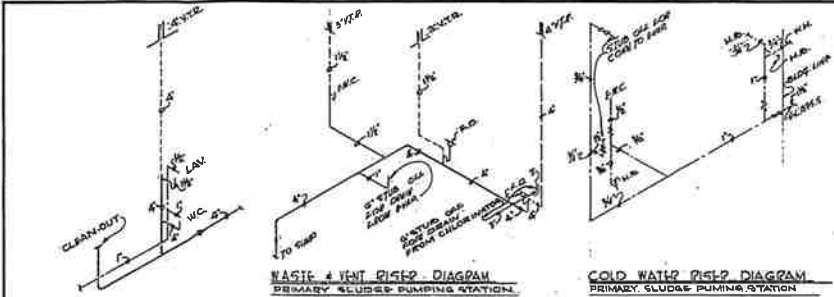
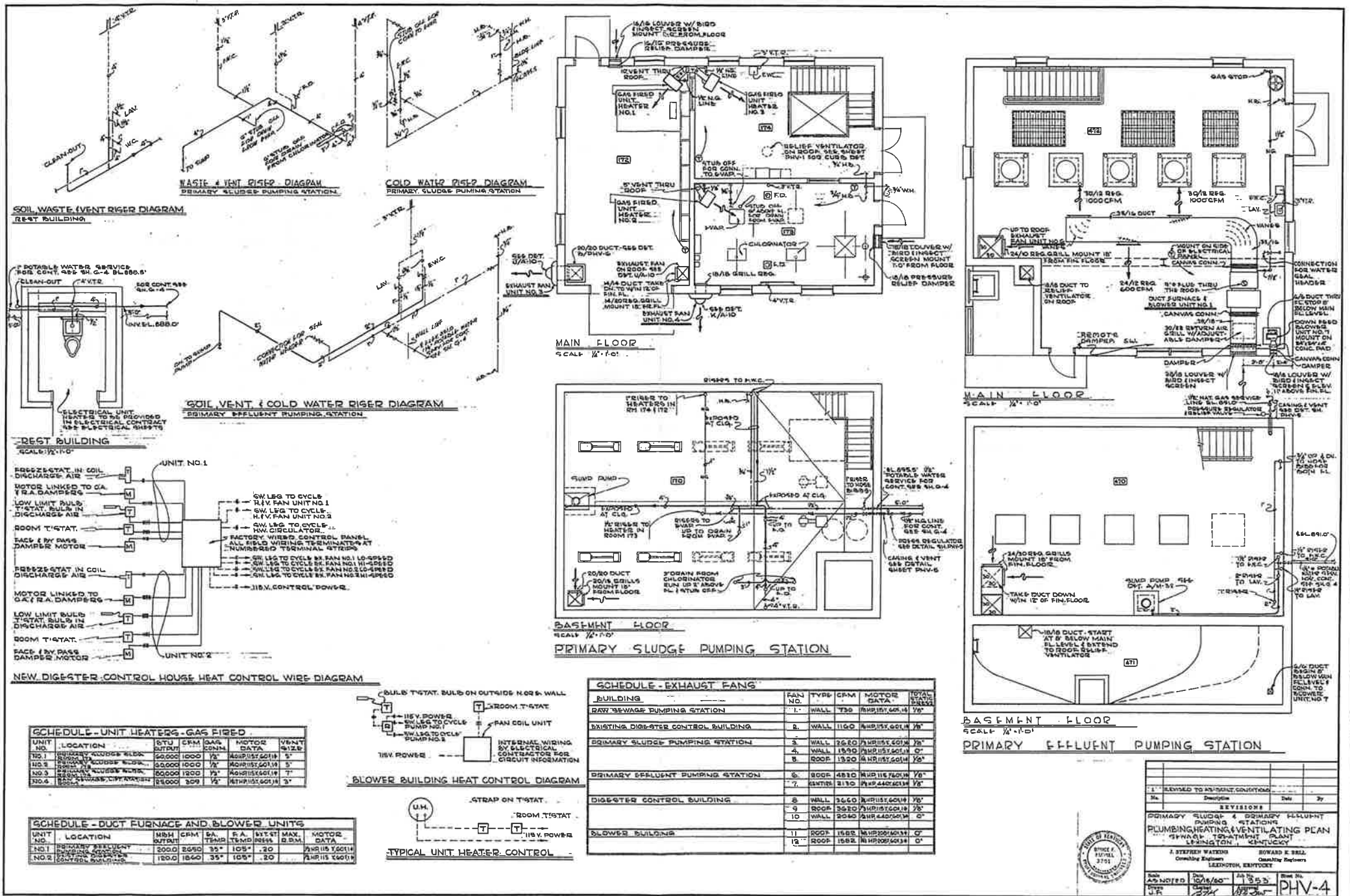
HOWARD K. BELL
Consulting Engineer
LEXINGTON, KENTUCKY

DATE: 10-20-60
DRAWN BY: J.W.B.
CHECKED BY: J.W.B.
SCALE: 1/4" = 1'-0"

E-2



1	REVIEWED TO AS-BUILT CONDITIONS		
2	DESIGNED BY	DATE	BY
3	CHECKED BY	DATE	BY
4	APPROVED BY	DATE	BY
ESTIMATOR			
PRIMARY EFFLUENT PUMPING STA.			
LEXINGTON TREATMENT PLANT			
LEXINGTON, KENTUCKY			
J. STEPHEN WATKINS		EDWARD K. BELL	
Consulting Engineer		Consulting Engineer	
LEEDS, BRIDGES & COMPANY			
DATE	BY	DATE	BY
10-13-60	W.E.D.	10-13-60	W.E.D.
10-13-60	W.E.D.	10-13-60	W.E.D.
10-13-60	W.E.D.	10-13-60	W.E.D.
M-32			



SCHEDULE - EXHAUST FANS

BUILDING	FAN NO.	TYPE	CFM	MOTOR DATA	NOISE DATA
RAW SEWAGE PUMPING STATION	1	WALL	750	1/2 HP	12"
EXISTING DIGESTER CONTROL BUILDING	2	WALL	1100	1/2 HP	12"
PRIMARY SLUDGE PUMPING STATION	3	WALL	1200	1/2 HP	12"
DIGESTER CONTROL BUILDING	4	WALL	1500	1/2 HP	12"
PRIMARY EFFLUENT PUMPING STATION	5	WALL	1800	1/2 HP	12"
DIGESTER CONTROL BUILDING	6	WALL	2000	1/2 HP	12"
DIGESTER CONTROL BUILDING	7	WALL	2500	1/2 HP	12"
DIGESTER CONTROL BUILDING	8	WALL	3000	1/2 HP	12"
DIGESTER CONTROL BUILDING	9	WALL	3500	1/2 HP	12"
DIGESTER CONTROL BUILDING	10	WALL	4000	1/2 HP	12"
BLOWER BUILDING	11	WALL	4500	1/2 HP	12"
BLOWER BUILDING	12	WALL	5000	1/2 HP	12"

REVISIONS

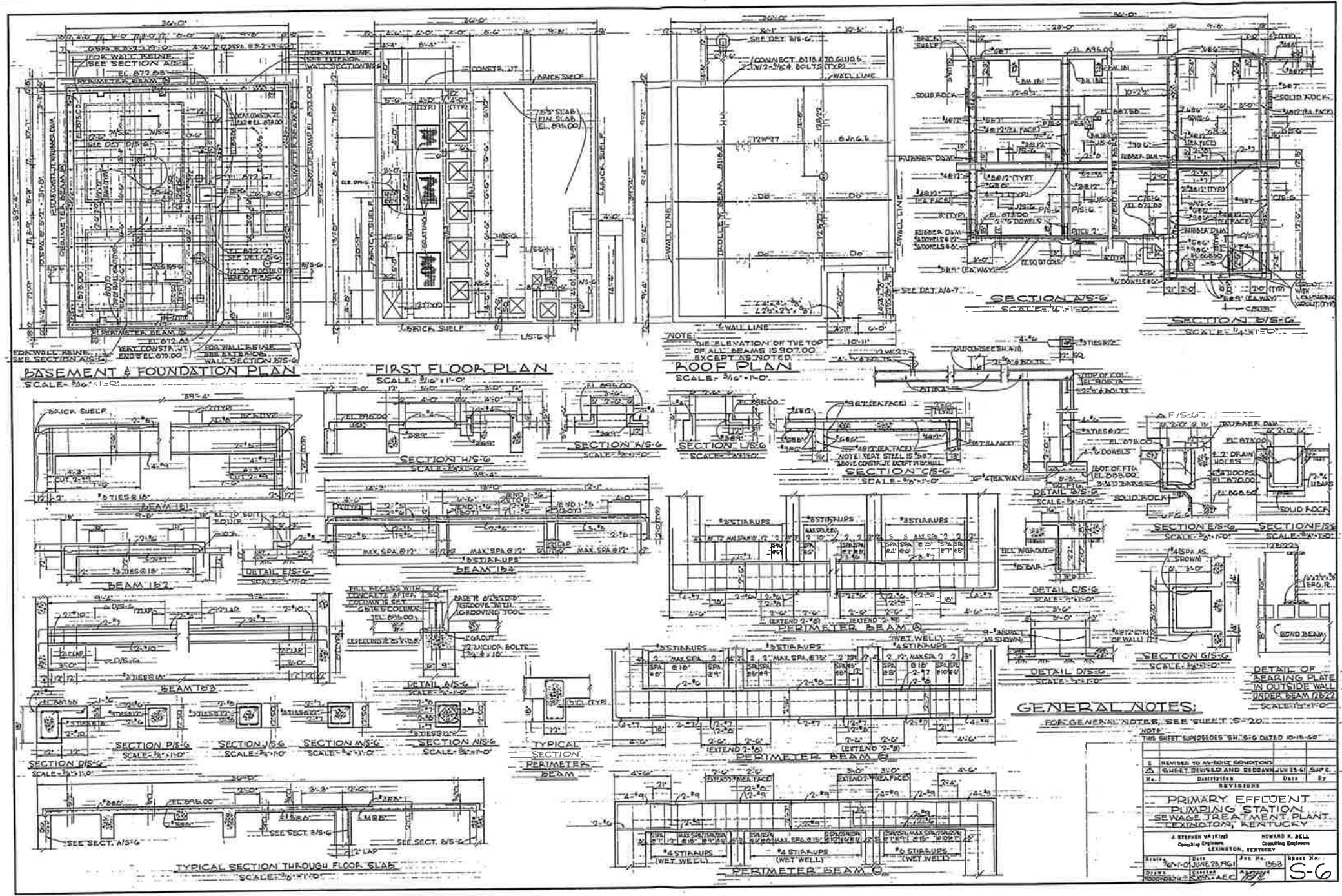
No.	Description	Date	By
1	REVISED TO ADD/REMOVE EQUIPMENT		

PLUMBING, HEATING & VENTILATING PLAN
SEWAGE TREATMENT PLANT
LEWISTON, NEW HAMPSHIRE

J. STEPHEN WATSON
Consulting Engineer

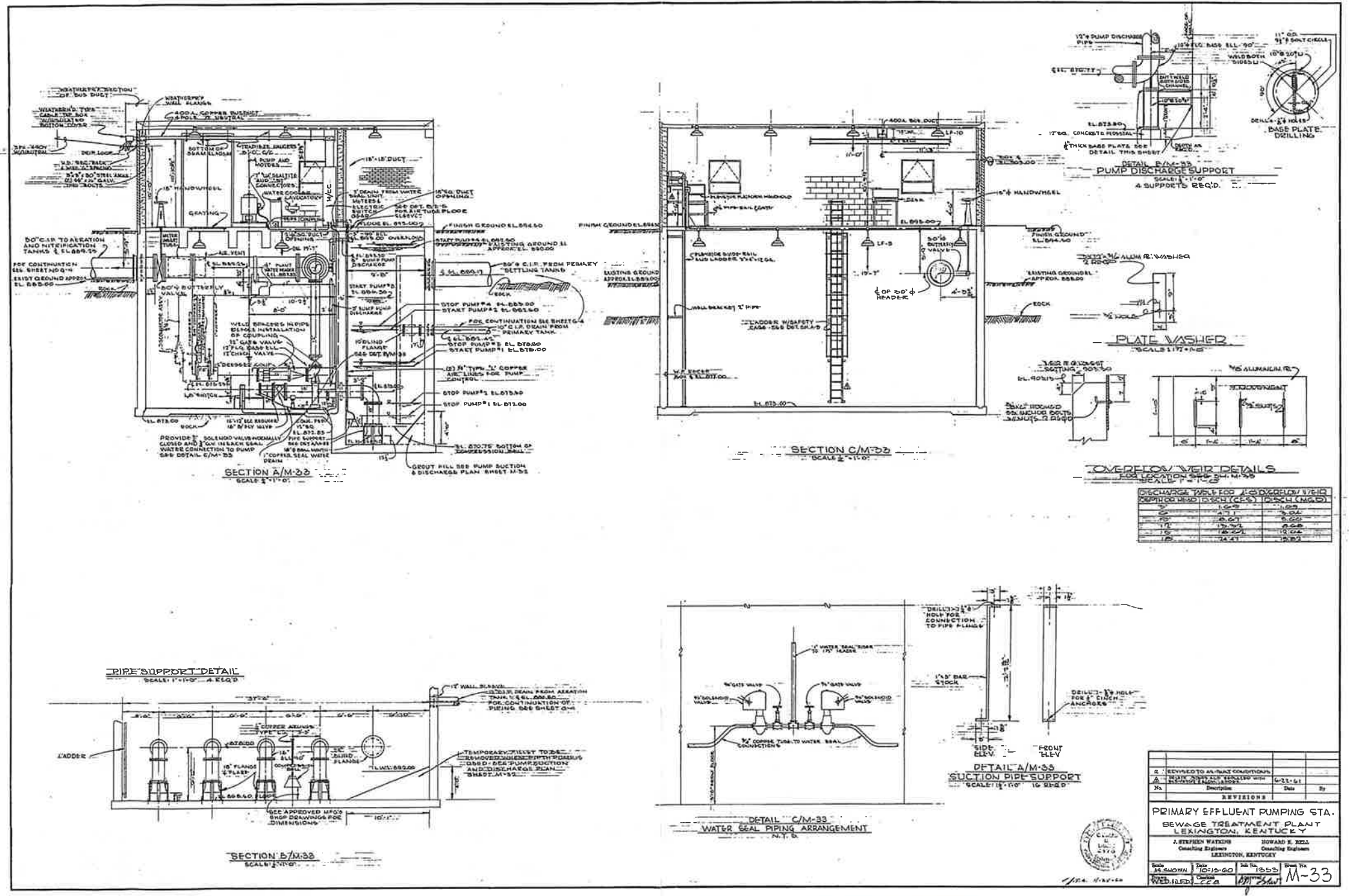
HOWARD E. BELL
Consulting Engineer

DATE: 10/26/60
SCALE: 1/8" = 1'-0"
PHV-4



REVISIONS			
No.	Description	Date	By
1	REVISED TO AS-BUILT CONDITIONS		
2	SHEET DIVULGED AND REDDANN JUN 25 61 SJH/E		

PRIMARY EFFLUENT PUMPING STATION SEWAGE TREATMENT PLANT, LEXINGTON, KENTUCKY			
J. STEFFER MATHEWS		HOWARD H. BELL	
Consulting Engineers		Consulting Engineers	
LEXINGTON, KENTUCKY		LEXINGTON, KENTUCKY	
DATE: 10-15-60	SHEET NO. 068	SHEET NO. S-6	
DRAWN BY: J. STEFFER MATHEWS	CHECKED BY: HOWARD H. BELL		



DISCHARGE TABLE FOR 12" OVERFLOW WEIR

WEIR HEIGHT (FEET)	DISCHARGE (MGD)
1.0	0.15
1.5	0.35
2.0	0.60
2.5	0.90
3.0	1.25
3.5	1.65
4.0	2.10
4.5	2.60
5.0	3.15

REVISIONS

No.	Description	Date	By
1	REVISED TO AS-BUILT CONDITIONS		
2	REVISED TO AS-BUILT CONDITIONS		

PRIMARY EFFLUENT PUMPING STA.
 SEWAGE TREATMENT PLANT
 LEXINGTON, KENTUCKY
 J. STEPHEN WATSON HOWARD E. HELL
 Consulting Engineer Consulting Engineer
 LEXINGTON, KENTUCKY

DRAWN BY: M-33
 CHECKED BY: [Signature]
 DATE: 10/15/60

APPENDIX D

Draft Engineering Services Agreement (ESA)

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the Investigation and Design Services for the Town Branch Wastewater Treatment Plant (WWTP) Dewatering Pump Station Improvements as described in the attached Exhibit A, "RFP #41-2023." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the Town Branch WWTP Dewatering Pump Station Improvements; RFP #41-2023" (including Appendices____ and Addendums____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #____), and amendments to the **CONSULTANT'S** proposal included in

attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. 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**.
- 1.2.5. 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 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 render in writing decisions pertaining thereto 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 with respect to the services to be rendered under this Agreement. 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary 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. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 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** 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

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 fee not exceeding \$ _____.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit 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 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 himself with and shall at all times comply with 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 his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 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 & Public Works, 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

The **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.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **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 the **OWNER**, the **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 the **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 except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his 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. 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.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

6.9.4.2. Renewals

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

6.9.4.3. 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.

6.9.5. 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**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these 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.

- 7.2.1. 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:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2023.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP#

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

DRAFT

EXHIBIT D

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

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

APPENDIX D

Draft Engineering Services Agreement (ESA)

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (name & address) _____ (**CONSULTANT**). **OWNER** intends to proceed with the Investigation and Design Services for the Town Branch Wastewater Treatment Plant (WWTP) Dewatering Pump Station Improvements as described in the attached Exhibit A, "RFP #41-2023." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the Town Branch WWTP Dewatering Pump Station Improvements; RFP #41-2023" (including Appendices____ and Addendums____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #____), and amendments to the **CONSULTANT'S** proposal included in

attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. 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**.
- 1.2.5. 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 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 render in writing decisions pertaining thereto 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 with respect to the services to be rendered under this Agreement. 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary 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. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 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** 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

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 fee not exceeding \$ _____.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit 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 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 himself with and shall at all times comply with 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 his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 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 & Public Works, 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

The **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.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **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 the **OWNER**, the **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 the **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 except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his 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. 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.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

6.9.4.2. Renewals

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

6.9.4.3. 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.

6.9.5. 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**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these 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.

- 7.2.1. 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.

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP#

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

DRAFT

EXHIBIT D

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

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

APPENDIX D

Draft Engineering Services Agreement (ESA)

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (name & address) _____ (**CONSULTANT**). **OWNER** intends to proceed with the Investigation and Design Services for the Town Branch Wastewater Treatment Plant (WWTP) Dewatering Pump Station Improvements as described in the attached Exhibit A, "RFP #41-2023." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the Town Branch WWTP Dewatering Pump Station Improvements; RFP #41-2023" (including Appendices____ and Addendums____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #____), and amendments to the **CONSULTANT'S** proposal included in

attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. 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**.
- 1.2.5. 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 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 render in writing decisions pertaining thereto 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 with respect to the services to be rendered under this Agreement. 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary 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. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 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** 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

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 fee not exceeding \$ _____.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit 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 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 himself with and shall at all times comply with 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 his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 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 & Public Works, 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

The **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.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **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 the **OWNER**, the **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 the **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 except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his 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. 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.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

6.9.4.2. Renewals

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

6.9.4.3. 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.

6.9.5. 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**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these 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.

- 7.2.1. 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:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
_____, as the duly authorized representative for and on
behalf of _____, on this the ___ day of _____, 2023.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP#

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

DRAFT

EXHIBIT D

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

DRAFT

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2023

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No.): 502-244-1411 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: Kentucky Employers' Mutual Insurance</td> <td>10320</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Property and Casualty Ins Co of Hartford	34690	INSURER D: Kentucky Employers' Mutual Insurance	10320	INSURER E: XL Specialty Insurance Company	37885	INSURER F:
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INSURER F:														
INSURED GRW Engineers Inc. 801 Corporate Drive Lexington, KY 40503														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	33UUNOL5417	03/01/2023	03/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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 <input checked="" type="checkbox"/> HCPD	X	X	33UBENOL5418	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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			33RHUOL5419	03/01/2023	03/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	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	33WBOL6H5H Other States	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liability			361580 KY	03/01/2022	03/01/2024	Per Claim \$5,000,000 Aggregate \$5,000,000
E	Professional Liability		X	DPR5009638	03/01/2023	03/01/2024	Per Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER

LFUCG
200 E Main St
Lexington, KY 40507

CANCELLATION

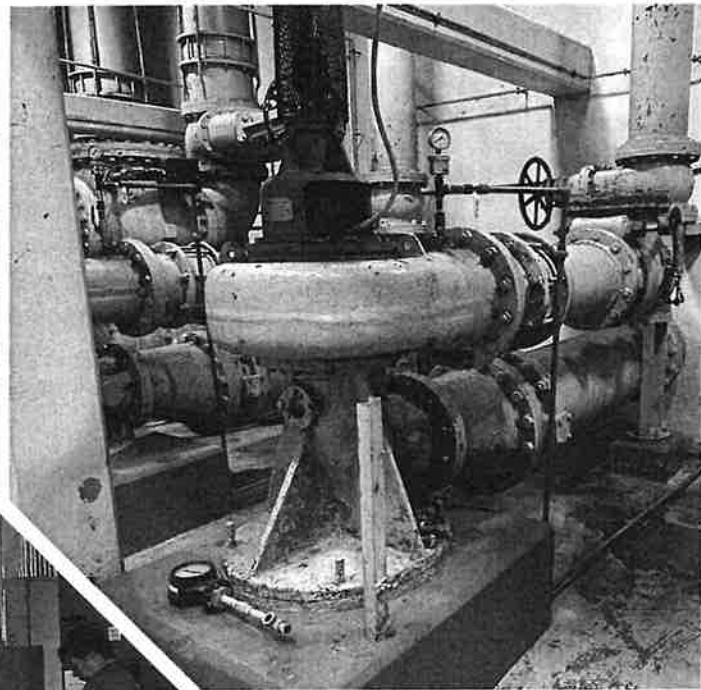
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



ENGINEERING SERVICES PROPOSAL

Town Branch Dewatering Pump Station Improvements RFP #41-2023

Lexington-Fayette Urban County Government

October 18, 2023



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999



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

October 18, 2023

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

Subject: Investigation/Design Services for Town Branch WWTP Dewatering Pump Station Improvements Project | RFP #41-2023

Dear Mr. Slatin and Selection Committee Members:

Working with clients like the Lexington-Fayette Urban County Government (LFUCG) that have set important goals for meeting municipal utility system needs is the kind of consulting GRW has been proud to provide for nearly 60 years. We appreciate the opportunity to respond to your Request for Proposals for the engineering design services needed at LFUCG's Town Branch Wastewater Treatment Plant.

As you move forward with selection of a consultant to complete the investigation and design of the dewatering pump station improvements at this WWTP, GRW would like to express our sincere interest in being that consultant. We offer the following as a summary of our capabilities and commitment to you:

- **LEADERSHIP & EXPERIENCE.** Our Project Team will be led by **Nicholas Gunselman, PE**, who has diverse and extensive experience with wastewater pumping facilities. GRW's overall team – including **Drew Hansen, PE, Todd Cantrell, PE, Cory Sharrard, PE, LEED AP, and Jon Marcum, PE, SE** – is equally skilled to support him in their roles. All have worked together on similar projects. Their resumes are in **Section 1.0**.
- **UNDERSTANDING.** **Section 2.0** includes details about our understanding of the scope and includes our proposed approach and descriptions of five similar projects to your project at Town Branch WWTP.
- **CAPACITY.** The capacity and availability of our Team is described in **Section 3.0**, which also includes a summary of our record of working within project budget and deadlines.
- **PAST PERFORMANCE ON CONTRACTS WITH LFUCG.** GRW has been working with LFUCG for more than 50 years. Our collaborations have resulted in dozens of successful wastewater system and other engineering projects, as listed in **Section 4.0**.
- **LOCAL EMPLOYMENT.** **Section 5.0** indicates that at least 80% of our Team (and possibly as high as 95% when CAD and administrative staff are included) are in our Lexington office, GRW's headquarters office.
- **FEES.** A detailed Fee Proposal is provided in **Section 6.0**. These fees are within the current USDA/RD Fee Guidelines.

We believe GRW is the right choice for this LFUCG project, and we will give this assignment high priority within our firm. We are ready to meet with you at any time to discuss our experience, qualifications, and fee, and look forward to another opportunity to work with you.

Very truly yours,

Chris Hammer, PE
President and COO



engineering | architecture | geospatial

Engineering Services Proposal

Investigation/Design Services – Town Branch WWTP Dewatering Pump Station Improvements

LFUCG RFP #41-2023

Table of Contents *(in the order of the Selection Criteria)*

Section 1.0 Professional Qualifications and Experience of the Team

- 1.1 Introduction to the Firm
- 1.2 Experience of the Project Team
 - Organizational Chart
 - Project Team Resumes

Section 2.0 Demonstrated Understanding of the Project Requirements

- 2.1 Understanding of the Project Scope – GRW’s Approach
- 2.2 Approach to Project Management (Client Communication, Inspection, Scheduling, etc.)
- 2.3 Experience with Similar Projects – 5 Similar Projects

Section 3.0 Capacity of the Team to Perform the Work within the Time Limitations

- 3.1 Demonstrated Project Management Efficiency & Effectiveness
- 3.2 Capacity of Team vs. Current Workload
- 3.3 Ability to Work within Budget & Deadlines

Section 4.0 Past Record of Performance on Contracts with LFUCG & Other Agencies

- 4.1 Past Performance on Projects for LFUCG
- 4.2 Ability to Prepare Accurate Construction Estimates and Complete Designs on Schedule
- 4.3 Performance with Respect to Quality Control
- 4.4 Performance with Respect to Schedule Requirements and Preliminary Project Schedule

Section 5.0 Degree of Local Employment

Section 6.0 Fees (including Detailed Cost Breakdown Estimate)

- 6.1 Certification that the Fee falls within the Range Required by the Most Recent USDA/RD Utility Program Fee Guide
- 6.2 Detailed Cost Breakdown

Appendix LFUCG Forms and Required Documents

SECTION 1.0

Professional Qualifications and
Experience of the Team

1.0 Professional Qualifications & Experience of the Team

1.1 Introduction to the Firm

GRW is an employee-owned, Kentucky-based multidiscipline design consulting firm offering full-service engineering, architectural, and geospatial capabilities. One of GRW's greatest strengths is our capability related to the design of new, upgraded, and expanded wastewater conveyance and treatment facilities of all sizes and types – it's what we do every day. And it's what we've been doing for 60 years. Our experience includes planning and design for more than 200 wastewater treatment projects as well as hundreds of pump stations and thousands of miles of force mains and sewers in Kentucky, West Virginia, Ohio, Indiana, and Tennessee. In fact, many of our team members have worked on various projects at Town Branch through the years including the original design of the facility.

In-House Multidiscipline Services/Teams Promote Collaboration

We have all the professionals required for these projects in-house, without the need to retain the services of other design consultants, outside of specialized services such as for hazardous materials testing and geotechnical investigations. In addition, depending on the new pump station arrangement selected by LFUCG, we may also add a Disadvantaged/Minority Business to the Project Team.

Our project teams offer comprehensive technical expertise for all types of infrastructure design from planning and conceptual phases through design

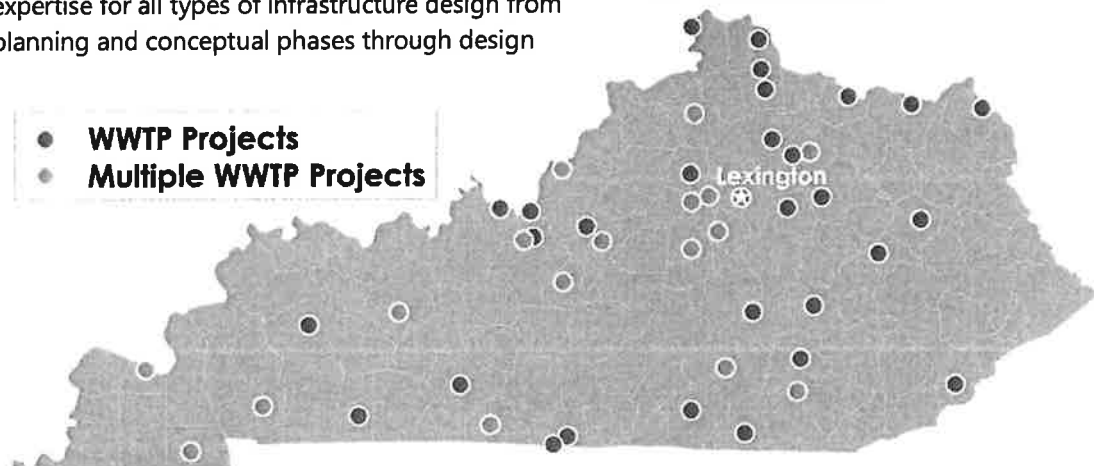
and construction administration/observation. This means our firm serves clients' needs ranging from roads/streets engineering to water, wastewater and stormwater engineering, as well as comprehensive building design and municipal planning.

Our professional services include:

- Water, Wastewater and Stormwater Engineering
- Mechanical Engineering
- Electrical/Instrumentation Engineering
- Architecture
- Structural Engineering
- Construction Administration and Resident Project Representation (Inspection)
- O&M Manual Preparation and Owner's Staff Training
- Sustainable Design
- Civil/Site Engineering
- Transportation Engineering
- Landscape Architecture
- Cost Estimating
- Aerial Mapping and Land Surveying

Most importantly, LFUCG can count on GRW to successfully develop practical and innovative features that ensure regulatory compliance while also performing economically.

The map below shows the general locations of our wastewater treatment plant projects across the Commonwealth.



1.2 Experience of the Project Team

Experience encompasses engineering design capabilities, as well as skilled communication and collaboration with our clients and with the agencies and organizations that impact their projects. It means effective project management and the ability to work within budgets and deadlines.

After our review of the tasks described in the RFP and our familiarity with the Town Branch WWTP, we have selected a GRW team ready to take on your assignment. Resumes with their relevant experience are provided on the following pages.

As the Organizational Chart on the next page depicts, Project Manager **Nick Gunselman** – with support from Principal **Mike Jacobs** and Technical Advisors **Chris Hammer** and **Monty Maynard** – will manage and oversee all tasks from the start of the investigation stage through the end of the construction stage.

Nick will be assisted by other professionals each with personal experience working together– **Drew Hansen** (process design), **Todd Cantrell** (electrical and instrumentation design), **Cory Sharrard** (HVAC and plumbing design), **Jon Marcum** (structural design), and **Aaron Nickerson** (architectural design). We

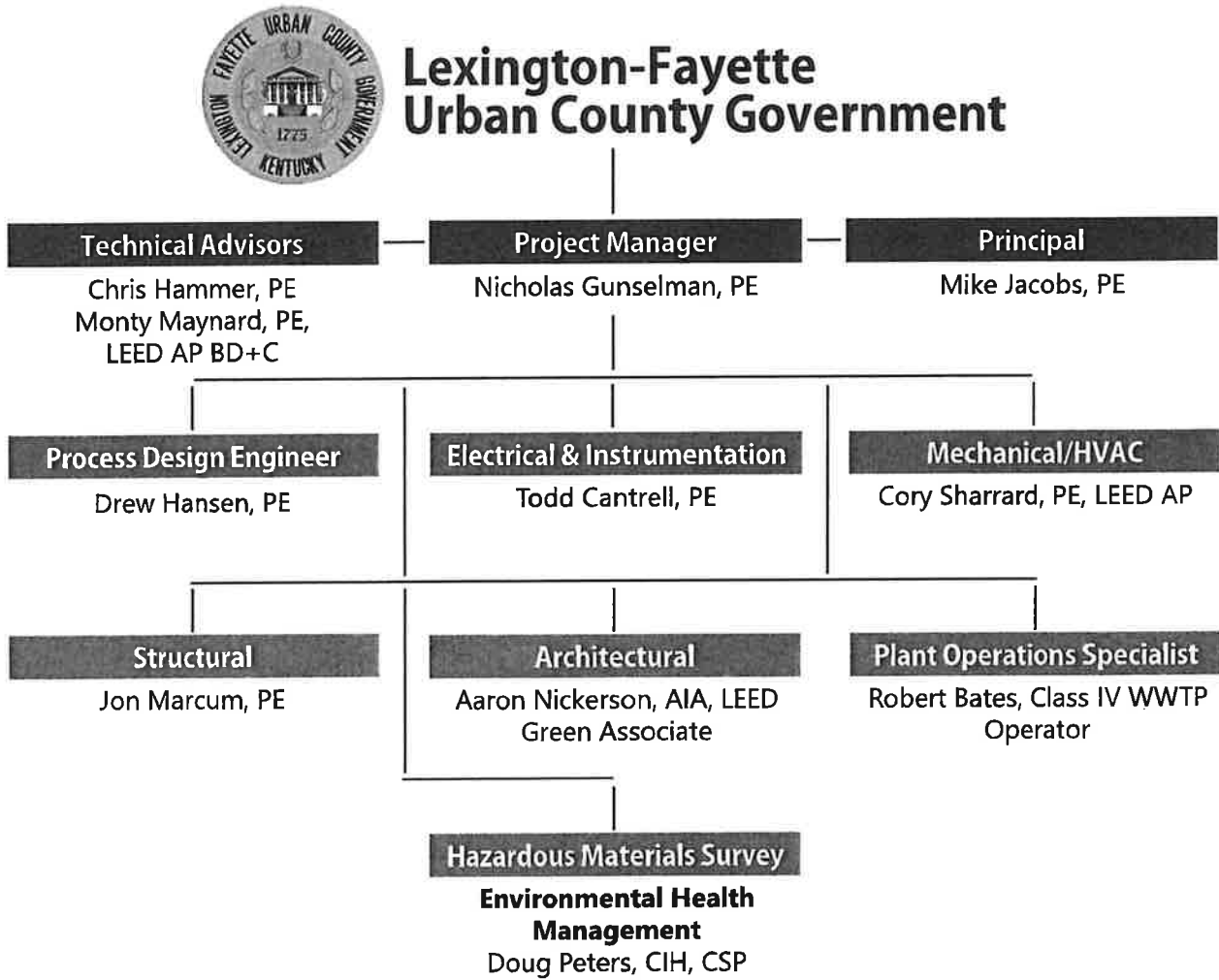


have also included **Robert Bates**, a treatment plant operational specialist (a Kentucky Class IV Certified WWTP Operator), to coordinate closely with your operations staff to convey their ideas to the design team. Inspection and construction administration will also be provided by GRW. In addition, to ensure a smooth transition from the preliminary investigations to design to construction, this team will remain dedicated to this project for its duration. We have found this procedure is essential and beneficial to team coordination, producing a high quality and complete design product.

Douglas W. Peters and Associates, Inc. d.b.a. Environmental Health Management (EHM) was founded in 1996. Environmental Health Management is a consulting company focusing on environmental, industrial hygiene, and safety services.

The staff of Environmental Health Management is composed of Certified Industrial Hygienists, Certified Safety Professionals, a Professional Engineer, and technicians with environmental, health, and safety experience. Douglas W. Peters, CIH, CSP has over twenty-five years of environmental, industrial hygiene, and safety experience in industrial, governmental, and commercial settings.

Organizational Chart for Town Branch WWTP Dewatering Pump Station Improvements – LFUCG RFP #41-2023





Nick Gunselman, PE GRW Project Manager

Nick regularly provides wastewater, drinking water, clean water, and stormwater project management and design services in support of GRW's projects in Indiana, Kentucky, and Tennessee. Over the past decade, he has completed projects encompassing planning, modeling, design, and/or construction phase services for Lexington-Fayette Urban County Government, Kentucky American Water, Indiana American Water, Louisville MSD, and Sanitation District No. 1 of Northern Kentucky.

EDUCATION

B.S., Civil Engineering, 2012,
University of Louisville

M.S., Civil Engineering, 2013,
University of Louisville

REGISTRATION

Professional Engineer: KY

PROFESSIONAL AFFILIATIONS AND TRAINING

American Water Works
Association (AWWA)

Using Asphalt PASER to Evaluate
Your Roads, Public Works
Training Certificate

RELEVANT PROJECT EXPERIENCE

Lexington East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY – Project Engineer

Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities, Lexington, KY – Project Engineer

Lexington South Elkhorn Pump Station Upsizing Improvements, Lexington, KY – Project Engineer

Louisville MSD Clifton Heights Wet Weather Flow Storage (7 MG) and Pumping (9 MGD) Facilities, Louisville, KY – Project Engineer

Louisville MSD Bancroft Wet Weather Flow Storage (0.25 MG) and Pumping (0.33 MGD) Facilities, Louisville, KY – Project Engineer

Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY – Project Engineer

Nashville Ewing Creek - Brick Church Pike Wet Weather Flow Storage (10.6 MG) and Pumping (18 MGD) Facilities, Nashville, TN – Project Engineer

Sanitation District No. 1 Hebron Area Sanitary Sewer Improvements, Hebron, KY – Project Engineer

Sanitation District No. 1 Litton Lane Pump Station Improvements, KY – Project Engineer

Georgetown Municipal Water & Sewer Service Water Reclamation Plant No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Project Engineer

Bluefield Sanitary Board Westside Wastewater Treatment Plant (8.1 MGD) Improvements, Bluefield, WV – Project Engineer

Kentucky Parks Wastewater and Water Treatment Plant Renovations, Multiple Locations, KY – Project Engineer

Hodgenville Wastewater Treatment Plant Improvements, Hodgenville, KY – Project Manager

Frankfort Wet Weather Flow Storage (10 MG) and Pumping (20 MGD) Facilities, Frankfort, KY – CADD Designer

Columbus City Utilities 17th Street Lift Station Relocation and Replacement and Sanitary Sewer Improvements, Columbus, IN – Project Engineer

Brandenburg Wastewater Treatment Plant (0.5 MGD) - P3 Delivery Method, Brandenburg, KY – Deputy Project Manager



Mike Jacobs, PE GRW Principal

Mike's experience with the planning, design and construction administration of water resources projects encompassing clean water system engineering (collection systems, pumping stations, and force mains), as well as planning and design of numerous drinking water transmission projects, pumping stations, treatment plants and storage tanks. He has designed and managed designs for several LFUCG pumping facilities in recent years.

RELEVANT PROJECT EXPERIENCE

Lexington Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY – Project Engineer

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

Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities, Lexington, KY – Project Engineer

Lexington South Elkhorn Pump Station Odor Control Evaluation & Upgrade, Lexington, KY – Principal

Lexington East Hickman Drainage Basin Sanitary Sewer Collection & Conveyance, Lexington, KY – Project Manager

Lexington Downtown Collector Sewer Study, Lexington, KY – Project Engineer

Lexington Wolf Run D & E Trunk Sewers, Lexington, KY – Project Manager

Sanitation District No. 1 Bromley Pump Station Upgrade (53 MGD), KY – Project Manager

Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD), Petersburg, KY – Project Engineer

Frankfort Prevention Park Pump Station Consolidation (P3C) and Conveyance, Frankfort, KY – Principal

Versailles Dan Drive Lift Station Relocation, Versailles, KY – Project Manager

Versailles Methodist Home Pump Station & Wastewater Capacity Improvements, Versailles, KY – Principal

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

Paducah McCracken County Joint Sewer Agency Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY – Project Engineer

Paducah McCracken County Joint Sewer Agency Perkins Creek Watershed 7.5 MGD Pump Station and Force Main, Paducah, KY – Project Engineer

Ashland Roberts Drive Pump Station Bar Screen Replacement 2022 CIP, Ashland, KY – Principal

EDUCATION

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

REGISTRATION

Professional Engineer: KY, OH

PROFESSIONAL AFFILIATIONS AND TRAINING

Kentucky Society of Professional
Engineers (KSPE)

Water Environment Federation
(WEF)

American Water Works
Association (AWWA)



Chris Hammer, PE GRW Technical Advisor

Chris is an experienced senior project manager and professional engineer with a broad range of expertise in wastewater treatment, pumping and storage. He has led multiple teams to successfully complete complex projects across the southeast, including Kentucky. His recent wastewater treatment experience includes project management, design and construction administration for a complex wastewater improvement project involving flow diversion at a facility rated for a capacity of 220 MGD to allow construction of an 84-inch process pipe and flow distribution structure. His recent experience will serve LFUCG well as a Technical Adviser for our team on this assignment.

EDUCATION

B.S., Civil Engineering, 1993,
University of Kentucky

M.B.A., Master of Business
Administration, 2017, Florida
State University

REGISTRATION

Professional Engineer: KY, TN,
OH, SC, AL, FL

PROFESSIONAL AFFILIATIONS AND TRAINING

American Water Works
Association (AWWA)

Water Environment Federation
(WEF)

American Society of Civil
Engineers (ASCE)

Society of American Military
Engineers (SAME)

RELEVANT PROJECT EXPERIENCE

Moccasin Bend Wastewater Treatment Plant, Water Use and Reuse Implementation, Chattanooga, TN - Project Manager

MBWWTP EQ-UNOX & Secondary Clarifier Slide Gate and Flow Meter Replacement, Chattanooga, TN - Project Manager

Ringgold Road Wastewater Improvements, 10 MGD Wastewater Pumping Station & 5 MG Equalization Storage Tank, Clarksville, TN - Project Manager

Sherwood Forest & Ringgold Creek Wastewater Improvements, 6 MGD Wastewater Pumping Station & 20-Inch Force Main, Clarksville, TN - Project Manager

Senior Project Engineer, Guam Waterworks Authority - Agat-Santa Rita Wastewater Treatment Plant, Agat, Guam - Senior Engineer

Clarksville Wastewater Treatment Plant - Various Improvement Projects and Pre-Treatment, Clarksville, TN - Project Manager

Corbin Wastewater Treatment Plant Upgrade, Corbin, KY - Design Engineer

Dry Creek Wastewater Treatment Plant Electrical Substation Improvements, Valve and Actuator Replacement and Coating Repairs, Nashville, TN - Project Manager

Hodgenville Wastewater Treatment Plant Expansion/Upgrade, Hodgenville, KY - Project Manager

Kingsport Wastewater Treatment Plant Upgrade - UV Disinfection, Kingsport, TN - Senior Engineer

Kuwahee Wastewater Treatment Plant Influent Screen Replacement, Knoxville, TN - Senior Engineer

Maysville Wastewater Treatment Plant Expansion, Maysville, KY - Project Manager

South Dearborn Regional Sewer District II - Wastewater Treatment Plant Expansion, Dearborn County, IN - Design Engineer



Monty Maynard, PE, LEED AP BD+C GRW Technical Advisor

Monty has designed instrumentation, controls and SCADA systems for numerous water and sewer systems throughout Kentucky, Indiana, West Virginia, Ohio and Tennessee, as well as provided electrical engineering for more than 100 water and wastewater treatment plants. He has designed state-of-the-art SCADA (Supervisory Control and Data Acquisition) monitoring and control systems for treatment plants, and he specializes in the design of telemetering systems for remote monitoring of facility operations. Monty has designed motor control and power distribution for wastewater treatment plants and large pump stations with motors as large as 1250HP.

EDUCATION

B.S., Electrical Engineering, 1978,
University of Kentucky

REGISTRATION

Professional Engineer
(Electrical): KY, WV, IN, GA, TN,
TX, NV, NC, MS, MI, AL, CA, DC,
FL

NCEES Member allows
reciprocity with other states
LEED Accredited Professional,
Building Design + Construction.

PROFESSIONAL AFFILIATIONS AND TRAINING

Design-Build Institute of
America

National Fire Protection
Association

International Society of
Automation

American Institute of Architects

American Council of
Engineering Companies

National Council of Examiners
for Engineering and Surveying

Air National Guard Civil
Engineering Association Life
Member (Associate)

Society of American Military
Engineers

American Water Works
Association

Kentucky Society of Healthcare
Engineers

RELEVANT PROJECT EXPERIENCE

**Lexington Town Branch Wastewater Treatment Plant (30 MGD),
Lexington, KY** - Chief Electrical Engineer and Instrument Engineer

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

**Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and
Pumping (8.5 MGD) Facilities, Lexington, KY** – Electrical Engineer

**Lexington North Elkhorn Watershed Force Main and Pumping Station
(19 MGD), Lexington, KY** – Electrical Engineer

**Lexington Lower Town Branch Watershed Interceptor Sewers, Force
Main and 5 MGD Pumping Station, Lexington, KY** – Electrical Engineer

**Lexington Expansion Area 2A Watershed Pumping Station (10 MGD)
and Force Mains, Lexington, KY** – Electrical Engineer

**Lexington East Hickman Wet Weather Flow Storage (6.0 MG) and
Pumping Facilities (32.5 MGD), Lexington, KY** – Electrical Engineer

**Lexington South Elkhorn Pump Station Upsizing Improvements,
Lexington, KY** – Electrical Engineer

**Louisville MSD Clifton Heights Wet Weather Flow Storage (7 MG) and
Pumping (9 MGD) Facilities, Louisville, KY** – Electrical Engineer

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

**Murray East Fork Clarks River Pump Station (7 MGD) and Force Main
Improvements, Murray, KY** – Electrical Engineer

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

Sanitation District No. 1 Bromley Pump Station Upgrade (53 MGD), KY
– Electrical Engineer

**East Kentucky Power Cooperative Spurlock Station Pump Station and
Sludge Improvements, Maysville, KY** – Electrical Engineer

**Nashville Ewing Creek - Brick Church Pike Wet Weather Flow Storage
(10.6 MG) and Pumping (18 MGD) Facilities, Nashville, TN** – Electrical
Engineer



Drew Hansen, PE GRW Process Design Engineer

Drew's experience includes wastewater treatment, pumping and conveyance design, CAD modeling and design, clean water process design, hydraulics, report writing, and cost estimating. In addition to numerous municipal clean water and drinking water projects, he has also worked on roadway, parks, commercial development, parking, and paving projects.

RELEVANT PROJECT EXPERIENCE

Kentucky Parks Wastewater and Water Treatment Plant Renovations, Multiple Locations, KY – Project Engineer

Elkton Wastewater Treatment Plant Improvements & North Todd Elementary School Sewer Extension Study, Elkton, KY – Project Manager

Ashland Roberts Drive Pump Station Bar Screen Replacement 2022 CIP, Ashland, KY – Project Engineer

Dam Site Pump Station Design, Howell, MI – Project Engineer

Wixom Tertiary Filter and Electrical Improvements, Wixom, MI – Project Engineer

Cheboygan WWTP Expansion and Improvement Design, Cheboygan, MI – Project Engineer

Wixom Solids Dewatering Improvements, Wixom, MI – Project Engineer

Fowlerville IPP Manual and MAHL Study, Fowlerville, MI – Project Engineer

Howell WWTP Improvements, Howell, MI – Project Engineer

Flint SAW Asset Management Plan and Study, Flint, MI – Project Engineer

Flint SRF Project Plan, Flint, MI – Project Engineer

Flint Sludge Dewatering Design, Flint, MI – Project Engineer

Flint UV Disinfection Retrofit, Flint, MI – Project Engineer

Warren SAW Asset Management Plan and Study, Warren, MI – Project Engineer

Nottawa Township Chemical Feed System, Nottawa TWP, MI – Project Engineer.

Warren Incineration and Dewatering Improvements, Warren, MI – Project Engineer

Hartland Township Iron Removing Filter, Hartland, MI – Project Engineer

EDUCATION

B.S., Civil & Environmental Engineering, 2015, University of Central Florida

REGISTRATION

Professional Engineer: KY, MI

PROFESSIONAL AFFILIATIONS AND TRAINING

Water Environment Federation (WEF)



Todd Cantrell, PE GRW Electrical Engineer

Todd's experience with electrical design has encompassed diverse project types including municipal, educational, and commercial projects. He also has been involved in military projects and design-build projects for the Federal Bureau of Prisons. His areas of expertise include electrical power distribution systems, fire alarm systems, telecommunication distribution systems, lighting and lighting control system design, security systems, instrumentation and motor control systems relating to the water/wastewater industry, lightning protection systems, fault analysis, and sustainable building design.

EDUCATION

B.S., Electrical Engineering, 2004,
University of Kentucky

B.S., Physics, 2004, Morehead
State University

REGISTRATION

Professional Engineer, Electrical:
KY, TN, OH, MO, NY, VA

PROFESSIONAL AFFILIATIONS AND TRAINING

American Council of
Engineering Companies

AGi32 Lighting Software
Roadway Emphasis Class -
Presented by Lighting Analysts,
Inc.

RELEVANT PROJECT EXPERIENCE

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

Lexington West Hickman Wastewater Treatment Plant Solids Processing Building Improvements, Lexington, KY – Electrical Engineer

Louisville MSD Bancroft Wet Weather Flow Storage (0.25 MG) and Pumping (0.33 MGD) Facilities, Louisville, KY – Electrical Engineer

Sanitation District No. 1 PLC Replacements at Major Treatment Plants & Pump Stations, Multiple Locations, KY – Electrical Engineer

Harrodsburg Western Regional Pump Station Upgrade (5.76 MGD), Harrodsburg, KY – Electrical Engineer

Georgetown Municipal Water & Sewer Service Water Reclamation Plant No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Electrical Engineer

TriCo Regional Sewer Utility Lift Station 16 Relocation & Reconstruction, Carmel, IN – Electrical Engineer

TriCo Regional Sewer Utility Lift Station 11 Pumps and Controls Replacement, Zionsville, IN – Electrical Engineer

TriCo Regional Sewer Utility Water Resource Recovery Facility Expansion (5.72 MGD), Zionsville, IN – Electrical Engineer

Bluefield Sanitary Board Westside Wastewater Treatment Plant (8.1 MGD) Improvements, Bluefield, WV – Electrical Engineer

Paducah McCracken County Joint Sewer Agency Wastewater Treatment Plant Improvements (9 MGD), Paducah, KY – Electrical Engineer

Paducah McCracken County Joint Sewer Agency Woodlawn Wastewater Treatment Plant Improvements, Paducah, KY – Electrical Engineer

Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY – Electrical Engineer

Lawrenceburg Wet Weather Flow Storage (2 MG) and Pumping (2.5 MGD) Facilities, Lawrenceburg, KY – Electrical Engineer

Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY – Electrical Engineer

Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY – Electrical Engineer



Cory Sharrard, PE, LEED AP GRW Mechanical Engineer

Cory has more than 20 years of experience with mechanical engineering systems for wastewater pumping and treatment facilities. She has also designed traditional water source heat pump (WSHP), geothermal WSHP, hybrid geothermal WSHP, variable refrigerant flow (VRV), split system, rooftop units, unit ventilators, variable air volume (VAV), and ice storage systems. Her experience includes numerous K-12, higher education, vocation school, detention center, church, and library projects. Cory has completed more than 40 projects in the last five years for schools and more than 15 projects for the Kentucky Division of Engineering and Contract Administration (DECA) during her career.

EDUCATION

B.S., Industrial Technology, 1996,
Murray State University

B.S., Mechanical Engineering,
1998, University of Kentucky

REGISTRATION

Professional Engineer: KY, IN,
OH, WV, NY, FL, TN

NCEES Member allows
reciprocity with other states.

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS AND TRAINING

Kentucky Local Correctional
Facilities Construction Authority
Board (through 2023)

American Society of Heating,
Refrigerating and Air-
Conditioning Engineers
(ASHRAE) - Board of Governors,
Bluegrass Chapter

Kentucky Society of Professional
Engineers (KSPE) - Professional
Development Committee (Vice
Chair), Bylaws & Operational
Procedures Committee, Ethical
Practices Committee

Society of American Military
Engineers (SAME)

Society of Marketing
Professional Services (SMPS) -
Past President

RELEVANT PROJECT EXPERIENCE

**Sanitation District No. 1 Bromley Pump Station Upgrade (53 MGD),
Northern KY – Mechanical Engineer**

**Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and
Pumping (8.5 MGD) Facilities, Lexington, KY – Mechanical Engineer**

**Lexington West Hickman Wastewater Treatment Plant Solids
Processing Building Improvements, Lexington, KY – Mechanical Engineer**

**Frankfort Prevention Park Pump Station Consolidation (P3C) and
Conveyance, Frankfort, KY – Mechanical Engineer**

**Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion
(8.75 MGD), Murray, KY – Construction Administration**

**Georgetown Municipal Water & Sewer Service Water Reclamation Plant
No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Mechanical
Engineer**

**Kentucky Parks Wastewater and Water Treatment Plant Renovations,
Multiple Locations, KY – Mechanical Engineer**

**Kentucky Correctional Institute for Women Wastewater Pump Station
and Force Main, Pewee Valley, KY – Mechanical Engineer**

**Sanitation District No. 1 Dry Creek Wastewater Treatment Plant Solids
Loadout RTU #9, Northern KY – Project Manager**

**TriCo Regional Sewer Utility Water Resource Recovery Facility
Expansion (5.72 MGD), Zionsville, IN – Mechanical Engineer**

**Louisville MSD Morris Forman Water Quality Treatment Center Chiller
Replacement, Louisville, KY – Mechanical Engineer**

**Kentucky School for the Deaf and Kentucky School for the Blind HVAC
Upgrade, Danville & Louisville, KY – Project Manager**

**Elkton Wastewater Treatment Plant Improvements (0.46 MGD), Elkton,
KY – Mechanical Engineer**

**Brandenburg Wastewater Treatment Plant (0.5 MGD) - P3 Delivery
Method, Brandenburg, KY – Mechanical Engineer**



Jon Marcum, PE, SE GRW Structural Engineer

Jon specializes in the design of wastewater and water treatment and pumping facilities. He has two decades of experience with all phases of structural consulting services including contracting, code searching, schematic design, design development, structural design, value engineering, structural evaluations, structural inspections, structural forensics, BIM/drafting production of contract documents, bid reviews, contract administration, as-built drawings, etc. He is experienced with a wide variety of structural design software, as well as drafting and BIM.

EDUCATION

M.S., Civil Engineering, 1996,
University of Kentucky

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

REGISTRATION

Professional Engineer/Structural
Engineer: KY

Professional Engineer: KY, WV,
IN, TN, GA, NY, NC, WA, OH, AZ,
TX, NM, KS

NCEES Member allows
reciprocity with other states.

RELEVANT PROJECT EXPERIENCE

Frankfort Prevention Park Pump Station Consolidation (P3C) and Conveyance, Frankfort, KY – Structural Engineer

Paducah McCracken County Joint Sewer Agency Perkins/Crooked Creek Wet Weather Flow Storage (3 MG) and Pumping (5 MGD) Facilities, Paducah, KY – Structural Engineer

Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY – Structural Engineer

Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY – Structural Engineer

Georgetown Municipal Water & Sewer Service Water Reclamation Plant No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Structural Engineer

Sanitation District No. 1 Highland Heights & Silver Grove Pump Station Improvements, Northern, KY – Structural Engineer

Sanitation District No. 1 Banklick Sewer Improvements, Independence, KY – Construction Administration

Liberty Wastewater Treatment Plant Upgrade (0.64 MGD), Liberty, KY – Construction Administration

Bowling Green Municipal Utilities Veterans Memorial Highway Force Main, Bowling Green, KY – Structural Engineer

Elkton Pump Station and Force Main Improvements, Elkton, KY – Structural Engineer

Silver Grove CSO Equalization Basin, Silver Grove, KY – Structural Engineer

Elkton Wastewater Treatment Plant Improvements (0.46 MGD), Elkton, KY – Structural Engineer

Brandenburg Wastewater Treatment Plant (0.5 MGD) - P3 Delivery Method, Brandenburg, KY – Structural Engineer

Northwest Utility District Membrane Water Treatment Plant (4.0 MGD) and Improvements, Soddy-Daisy, TN – Structural Engineer

East Kentucky Power Cooperative J.K. Smith New Raw Water Intake, Winchester, KY – Structural Engineer

Buffalo Trace Distillery Design-Build Process Building at Wastewater Treatment Plant, Frankfort, KY – Structural Engineer



Aaron Nickerson, AIA, LEED Green Asc. GRW Architect

Aaron is experienced with the full range of architectural services, from programming through construction administration. Focusing on government clients, he regularly provides architectural leadership managing project teams and complex building projects with scopes ranging from correctional facilities, community fire departments, administration facilities, and to public safety campus projects. He has managed teams on projects ranging in scope from \$2.3 million to \$15.7 to as high as \$182 million.

EDUCATION

Bachelor of Architecture (with honors), 2006, University of Kentucky

Master of Architecture, 2007, University of Kentucky

REGISTRATION

Registered Architect: KY, TN, IN, WV, FL, NY, WA, DE, AR, DC, KS

National Council of Architectural Registration Boards (NCARB) Certification

LEED Green Associate

Certified Interior Designer: Kentucky

PROFESSIONAL AFFILIATIONS AND TRAINING

American Institute of Architects (AIA)

U.S. Green Building Council (USGBC)

Society of American Military Engineers (SAME)

RELEVANT PROJECT EXPERIENCE

Lexington West Hickman Wastewater Treatment Plant Solids Processing Building Improvements, Lexington, KY – Architect

Frankfort Prevention Park Pump Station Consolidation (P3C) and Conveyance, Frankfort, KY – Architect

Georgetown Municipal Water & Sewer Service Water Reclamation Plant No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Architect

Kentucky Parks Wastewater and Water Treatment Plant Renovations, Multiple Locations, KY – Architect

Louisville MSD Composting Facility at Central Maintenance Facility, Louisville, KY – Project Manager

Louisville MSD Bullitt County Office Study, Bullitt County, KY – Project Manager

Louisville MSD Central Maintenance Facility Fueling Station, Louisville, KY – Project Manager

Louisville MSD Derek R. Guthrie Water Quality Treatment Center Process Water and Sodium Hypochlorite Roof Replacement, Louisville, KY – Project Manager

Louisville MSD Morris Forman Water Quality Treatment Center Administration Building Improvements, Louisville, KY – Project Manager

Louisville MSD Morris Forman WQTC Administration Building & Computer Room Assessments, Louisville, KY – Project Manager

Louisville MSD Morris Forman WQTC Administration Building Computer Room Upgrades, Louisville, KY – Project Manager

Louisville MSD Morris Forman Water Quality Treatment Center and Central Maintenance Facility Entrance Enhancements, Louisville, KY – Project Manager

Brandenburg Wastewater Treatment Plant (0.5 MGD) - P3 Delivery Method, Brandenburg, KY – Architect

Frankfort Plant Board Administration Building, Frankfort, KY – Project Manager

Frankfort Plant Board Headend Telecommunications Facility, Frankfort, KY – Project Manager

Yazoo City U.S. Penitentiary and Satellite Camp, Yazoo City, MS – Project Manager



Robert Bates GRW Operations Specialist

From 1990 to 2018, Robert held several positions at Louisville and Jefferson County MSD including Operations Special Projects Program Manager, Operations Treatment Facilities Manager, Biosolids Administrator/Biosolids Operations Manager, and Process Control Specialist. He was responsible for a wide variety of projects related to receiving water quality, wastewater collection and treatment, odor control, biosolids management, biosolids marketing and distribution, biosolids EMS, process control evaluations, chemical addition, operation and maintenance manuals, water quality monitoring, planning, design, construction of improvements, and training.

EDUCATION

A.A.S., 1998, Jefferson Community College

REGISTRATION

Class IV Certified WWTP Operator: KY

AWWA Utility Risk and Resilience Certification

National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification

PROFESSIONAL AFFILIATIONS AND TRAINING

Industry Leadership

Kentucky Drinking Water and Clean Water Advisory Council, ACEC-KY Representative - PFAS Subcommittee

Water Environment Federation (WEF)

WEF Quarter Century Operators Club (QCOC)

WEF Residuals and Biosolids Committee (National Vice-Chair Bioenergy Technology Subcommittee, 2011-2013 / Biosolids Drying Task Force Member / National Biosolids Partnership Advisory Committee, 2012)

Clean Water Professionals of Kentucky-Tennessee (Kentucky Chair, Water Re-Use Committee, 2019 to Present / President, 2016-17 / Kentucky Vice-President/President Elect, 2013-16 / Kentucky Chair Wastewater Technology Committee, 2012-14)

RELEVANT PROJECT EXPERIENCE

Sanitation District No. 1 Bromley Pump Station Upgrade (53 MGD), KY – Operations Specialist

Lexington South Elkhorn Pump Station Odor Control Evaluation & Upgrade, Lexington, KY – Project Manager

Frankfort Prevention Park Pump Station Consolidation (P3C) and Conveyance, Frankfort, KY – Operations Specialist

Ashland Roberts Drive Pump Station Bar Screen Replacement 2022 CIP, Ashland, KY – Operations Specialist

Georgetown Municipal Water & Sewer Service Water Reclamation Plant No. 1 Upgrade and Expansion (9 MGD), Georgetown, KY – Operations Specialist

Kentucky Parks Wastewater and Water Treatment Plant Renovations, Multiple Locations, KY – Operations Specialist

Louisville MSD Liquid Sodium Aluminate Automation at Three Water Quality Treatment Centers, Louisville, KY – Project Manager

Louisville MSD Morris Forman WQTC Dewatering Assistance, Louisville, KY – Project Manager

Louisville MSD Morris Forman WQTC Oxygen Generator Area (OGA), Phoenix Thermal Oxidizer (PTO) Chlorine Rail Car Facility Demolition, Louisville, KY – Operations Specialist

Louisville MSD Morris Forman WQTC N2 System Evaluation, Silo Modifications and Solids Transport Site Evaluation, Louisville, KY – Project Manager

Louisville MSD Morris Forman Water Quality Treatment Center Main Equipment Building Concrete Floor Drains, Louisville, KY – Project Manager

Bowling Green Municipal Utilities Veterans Memorial Highway Force Main, Bowling Green, KY – Odor Control Lead

Brandenburg Wastewater Treatment Plant (0.5 MGD) - P3 Delivery Method, Brandenburg, KY – Operations Specialist

SECTION 2.0

Demonstrated Understanding of the
Project Requirements

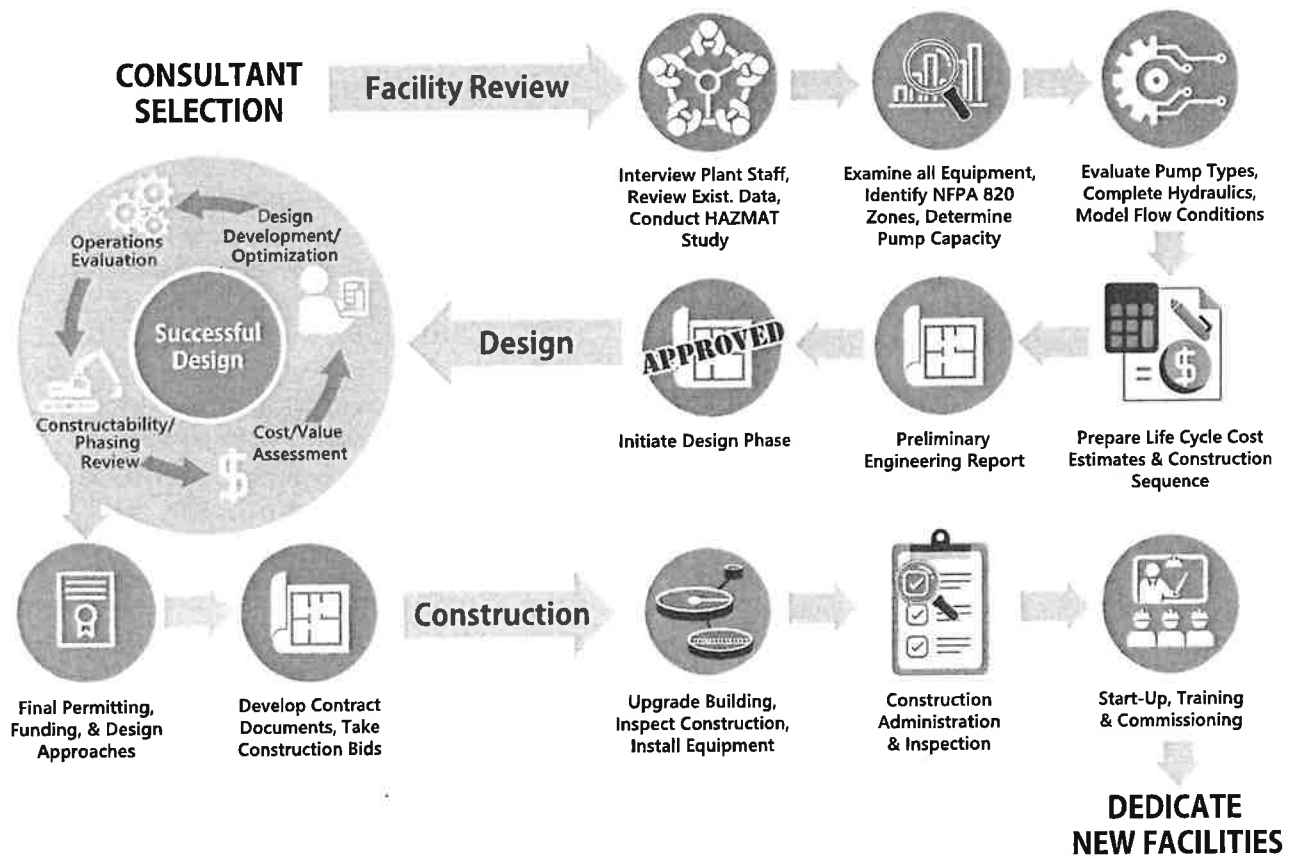
2.0 Demonstrated Understanding of the Project's Requirements

2.1 Understanding the Project Scope - GRW's Approach

GRW has reviewed the request for proposal, attended the September 28 pre-bid meeting, and has prepared a detailed approach related to this project. We understand the project's proposed scope of services includes the upgrade of the existing dewatering pump station that currently includes three 6 MGD and two 12 MGD vertical long-coupled dry pit centrifugal pumps in a dry well adjacent to a common wet well. Replacement of these pumps and motors is needed, as well as the associated motor control center, VFDs, SCADA, PLCs, piping, plumbing, valves, actuators, sump pump,

lighting, ventilation, heating, roof system, doors, and windows in this facility. Interior painting and exterior brick repairs will be considered. The structural capacity of the pump hoist will be confirmed for the chosen pumps. All modifications will be achieved without interruption of plant operations.

The following diagram depicts the approach GRW will follow in completing the tasks needed for this project. A detailed description of our approach is given on the next pages.



Task 1- Preliminary Review and Design

GRW will first gather information and interview LFUCG operation’s personnel to determine the needs and deficiencies of the facility. We will observe the operation of the pump station and collect O&M records to evaluate the performance of the pumps. A Hazardous Materials Survey will also be completed in this Task.

Task 2- Equipment/Process Replacement Concepts/Schedules

This Task will consist of the following:

1. We will evaluate the needed capacity of the existing Dewatering Pump Station to determine if a capacity reduction is justified. This will include the evaluation of three different types of pumps to meet the determined capacity needs. GRW’s Mike Jacobs, Nick Gunselman and Drew Hansen will jointly complete this task. Each has performed similar evaluations (including hydraulic modeling and pump capacity evaluations) for the design of LFUCG’s pump stations for Area 2A Watershed, the East Hickman Wet Weather Flow Storage and Pumping Facilities, and for other large wastewater pump stations.

GRW will evaluate several pump types and configurations for: (a) the daily pumping of recycle streams from routine plant operations with one set of small pumps, and (b) the occasional pumping of flows for draining plant basins with a second set of large pumps.

Each option will be evaluated based on keeping the existing DPS operational during construction. A sequence of construction will be developed for each option. Each option will also identify electrical, instrumentation, HVAC, architectural and structural revisions. The new pumps, piping, and valves will be positioned to improve access for plant staff. Flow meters will be installed on the pump discharge lines so that the SCADA system can monitor this flow in sync with the plant influent flow, ensuring the hydraulic capacity of plant treatment units is not exceeded.

The options to be evaluated may include:

- Replace the five existing pumps with two small and two large, variable speed, vertical, close-coupled, centrifugal pumps in the dry well. The wall penetrations between the wet well and dry well will remain in use to comply with current structural codes. This will provide more space on the ground floor of the DPS to install new equipment (MCC, etc.) before the existing equipment is replaced.
 - Provide a new submersible pump station adjacent to the DPS to serve as the plant’s recycle flow PS. Daily recycle flows will be diverted to this new PS. Install two variable speed, vertical, close-coupled centrifugal pumps in the existing dry well for draining plant basins.
 - Install two submersible pumps in the existing DPS wet well to serve as the daily recycle stream pumps. Access hatches in the wet well above these pumps will allow these pumps to be lifted for inspection and maintenance. In the existing dry well, install two variable speed, vertical, close-coupled centrifugal pumps for draining plant basins.
 - Build a new DPS to replace the existing DPS. The new DPS will be a below-ground structure adjacent to the existing DPS. It will include a deep wet well housing the small and large submersible pumps and their motors and an adjacent dry well containing discharge piping, valves, and flow meters. This option will eliminate the cost of upgrading the existing building’s electrical, architectural, structural, and mechanical features. This will also require an adjustment to the design fee (more structural design, less mechanical and architectural design) compared to the first three options. This option is described in this proposal for the SD1 WRWRF.
2. Evaluation for replacement of the MCC, VFDs, PLCs, SCADA, lighting, and instrumentation will also be performed. All work will be performed within the requirements of the National Electric Code (NEC) and National Fire Protection Association 820 (NFPA 820) requirements.

Facilities such as this will normally fall within NFPA 820's "Class 1 Division 2" requirements, which would typically require 6 air changes per hour ventilation to eliminate the need for an "explosion-proof" installation.

GRW's Todd Cantrell will perform this work. Mr. Cantrell has designed electrical systems for other major pump stations and is very familiar with these design requirements. He was the design electrical engineer for the LFUCG Town Branch WWTP Thickening Process Building Process evaluation and Equipment Upgrades. His design will be reviewed by Monty Maynard, who designed the existing electrical and instrumentation for this pump station in the 1980's.

3. Ventilation facilities will be upgraded under the same requirements as the electrical replacements. GRW's Cory Sharrard will perform this work. Cory has completed numerous installations such as this, including the most recent LFUCG Upper Cane Run Wet Weather Storage and Pumping Facilities and the LFUCG West Hickman WWTP Plant Solids Processing Building Improvements.
4. Opinions of cost will be developed, and a 20-year life cycle cost analysis will be performed for each conceptual design. Each conceptual design will be illustrated with drawings, a construction sequence will be developed, and design calculations will be included in a Preliminary Engineering Report (PER) presented for review by plant staff and the Engineering Group. After review of the PER by LFUCG, GRW will finalize the PER to include final decisions.

Task 3 - Detailed Design

GRW will provide detailed design and provide the services requested in the RFP including:

1. Detailed design progress meetings at 25%, 50%, and 90% milestones. GRW will submit the milestone documents 7 days in advance of the meeting for review by LFUCG. GRW will document all meeting decisions and issue meeting minutes within 7 days of the meeting.

2. GRW will set an allowance for system integration and use LFUCG's choice of firms.
3. GRW will update opinions of cost and 20-year life cycle analysis at the 50% completion milestone and at final design.
4. GRW will keep the project schedule up to date for each design meeting milestone.

Task 4- Bidding Services

GRW will provide the bidding services as provided in the RFP, including:

1. Provide digital bidding documents in PDF format to LFUCG and the plan room for bidding purposes. GRW shall also submit 7 hardcopy sets of bidding documents to LFUCG.
2. GRW shall also prepare and submit a construction permit application to the Kentucky Division of Water for approval. Concurrent KDOW review of the design and bidding may be required to maintain the project schedule.
3. Customary bidding services, including preparation of the advertisement, conducting a pre-bid meeting, issuing required addenda, evaluating bids, and providing a recommendation of award.

Task 5- Construction Administration Services

GRW will provide construction administration services as provided in the RFP, including the following:

1. Track, review, and approve all shop drawings. The work will be managed through a digital database, Newforma. GRW utilizes this software platform which utilizes an info exchange service for the distribution and tracking of the process.
2. Track change orders, review requests, recommendation comments, and prepare the paperwork to be submitted to the LFUCG Council.
3. Track and answer Contractors Requests for Information. (RFI's)
4. Coordinate and lead monthly construction progress meetings. GRW will prepare a

monthly construction meeting agenda that consists of the following key discussion items:

- a. Who participated in the meeting.
- b. Review previous meeting summary.
- c. Review record documents.
- d. Review job progress – work completed, and work scheduled.
- e. The overall project schedule shall also be reviewed. If the Contractor has not been able to maintain the contract completion schedule, GRW work with the Contractor Superintendent to get the project back on track.
- f. Review progress payments and completion to date information.
- g. Review requests for information, field orders and other clarifications. GRW shall prepare a log to track these items for future reference.
- h. Review claims and change orders. GRW shall prepare a log to track these items for future reference.
- i. Reviews status of submittals. GRW shall prepare a monthly summary of the submittals, including what has been submitted, whether it has been approved, or requires resubmittal.
- j. Review quality control on the project, including testing, site visits, O&M, start-ups, etc.
- k. Review job safety and whether safety officers, OSHA, or other safety personnel have been onsite.
- l. Summary of action items. GRW will prepare and maintain a list of action items to determine who and what tasks need to be performed over the next 30 days to

keep the project moving forward and on-schedule.

5. Document before and after construction site conditions with a photographic and/or video record.
6. Review and approve the contractor's monthly pay requests.
7. Attend and maintain test reports for equipment startups.
8. Coordinate final inspection of completed work and prepare a final punch list. The list shall also include up to two additional final inspections to close-out the project.
9. Provide as-built drawings from contractor field mark-ups.
10. Conduct construction inspections and submit weekly reports once construction begins. GRW estimates to be onsite up to three (3) hours per week for a total of 104 weekly reports. The weekly report be prepared onsite and distributed.

GRW understands and accepts the proposed scope of services and LFUCG's associated project schedule. Due to the immediate timeframe of the project and the associated decision-making required, GRW has proposed an all-GRW Project Team to expedite and meet the schedule. We have also provided detailed costing to complete the work.

GRW understands that the funding LFUCG has secured for this project includes strict stipulations for both obligation and expenditure of funds. To that end, our Team will closely monitor the Contractor's progress and schedule.

2.2 Approach to Project Management (Client Communication, Inspection, Scheduling, etc.)

Pivotal to our overall success with you will be our proven ability to collaborate with you, listening to your management staff and plant operators, and reinforced by the strengths of our multidiscipline team of wastewater system experts. **GRW understands that LFUCG has successfully secured funds for this needed upgrade to the Town Branch WWTP facility, and funds must be obligated by December 2024 with all funds fully expended by December 2026 for compliance.**

Our team has prepared a detailed schedule for technical execution and compliance with the funding schedule for the second round of funding.

Our approach provides a management structure in which a single Project Manager (PM) is assigned to a project. While a project may involve different disciplines, or groups within the Project Team, the PM is ultimately in charge. The nature of the responsibility requires that the PM possess a sound technical knowledge of the project requirements and the processes necessary to achieve those requirements.

Nicholas (Nick) Gunselman, PE, our PM, has more than 15 years of experience, is a registered professional engineer in Kentucky, and is one of GRW's go-to Project Managers. He'll be LFUCG's primary contact for questions, notifications, and resolution of technical conflicts and schedule variances.



Our project planning and organizational approach to assuring completion of multiple tasks is based on the centralized development of uniform procedures. This approach assures consistency in the conduct of multiple activities. The elements of this project management approach include:

- Establishment of clear lines of project team responsibility and authority
- Establishment of clear lines of project team communication
- Development and dissemination of project-wide procedures for implementation at individual task levels
- Development and dissemination of procedures for cost and schedule control
- Establishment and implementation of a Total Quality Management program
- Establishment of the project management and technical staffing requirements

Project Team Consistency

GRW's Project Team will remain intact throughout planning, design, and construction. Because of this we can ensure all team members have a clear understanding of project objectives – and deliver the project in the most effective manner.

Risk Register

GRW will develop and implement a Risk Register during design as a project management tool.

A risk register is used to help identify and manage both design and construction risks, the potential impact on project progression, as well as mitigation plans, participant ownership, and follow-up actions. *A simple example Risk Register is shown on the following page.*

Project Risk Register with Mitigating Action

This slide provides the glimpse about the current challenges faced by the organization such as customer churn rate, company's revenues, etc

ID	Date Raised	Risk Description	Likelihood of the Risk Occurring	Impact if the Risk Occurs	Severity Rating Based on Impact & Likelihood	Owner Person who will Manage the Risk	Mitigating Action Action to Mitigate the Risk E.G. Reduce the Likelihood
01	(Enter Date)	Project Purpose and need not well-defined	Medium	High	High	Project Sponsor	Complete a Business Case if not already Provided and Ensure Purpose is well Define on Project Charter and PID.
02	(Enter Date)	Project Design and Deliverable Definition is Incomplete	Low	High	High	Project Sponsor	Define the Scope in Detail Via Design Workshops With Input from Subject Matter Experts.
03	(Enter Date)	Project Schedule is not Clearly Defined or Understood	Low	Medium	High	Project Sponsor	Hold Scheduling Workshop with the Project Team so they Understand the Plan and Likelihood of Missed Tasks is Reduced.

Newforma Project Center



GRW will use Newforma Project Center – a platform for information exchange, including drawings. It is a web-based project information management software employed to successfully manage large and small infrastructure and building design and construction projects.

Newforma is an industry-focused software that improves our ability to rapidly access project data and history. GRW has used this software to manage hundreds of projects.

Newforma supports a wide variety of management functions including submittals, transmittals, email storage and tracking, FTP deliveries and tracking, drawing red-lining, and field observation reports.

Because Newforma is used by all team members – including our RPR – who provide critical construction observation services (inspection) – it promotes immediate cross-team coordination of documents, plans, specifications, reports, and meeting minutes as well as cross-checking of designs between different disciplines.

2.3 Experience with Similar Projects - 5 Similar Projects

Each of the following projects was selected for LFUCG’s review because they required a similar series of services as the Town Branch DPS investigation, design, and construction. GRW provided evaluations of various pumping options, detailed analysis of flows, hydraulics, electrical and control systems, and development of the sequence of construction for the selected design. Each called for a Preliminary Engineering Report, detailed designs, bidding, and construction related services, all of which were provided by GRW. GRW also assisted in the procurement of funds for these projects.

Lexington-Fayette Urban County Government

Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY

GRW completed design and construction phase services for Phase 1 of the Lexington Fayette Urban County Government’s (LFUCG) multi-phase wet weather flow storage facility adjacent to the LFUCG Town Branch Wastewater Treatment Plant. Phase 1 of the project involved the design and construction of a 22 MG wet weather storage tank. Ultimately, a 44 MG storage facility is planned in Phase 2 for the site. Some aspects - such as piping, wet well, concrete, motor controls, etc. – of the project must be designed during Phase 1 to be compatible with all subsequent phases, anticipating the maximum volume.

The 22 MG wet weather storage tank is an above grade, pre-stressed concrete structure with an overflow weir box and a four-plex submersible pumping station – with 56 MGD pumping capacity – to convey peak wet weather flows to the tank. The 22 MG wet weather storage tank has a diameter of 260 feet and a side water depth of 55 feet.

The wet weather storage facility is controlled by two Allen Bradley ControlLogix PLCs connected for hot standby and networked via multi-mode fiber optic cable to the treatment plant Ethernet-based SCADA system. The PLC at the

facility includes an Allen Bradley VersaView OIT for viewing and adjusting the system controls. HMI software is CiTect. Even though the treatment plant is backed up by a redundant power company electrical service, since operation of the flow diversion gates is critical to preventing sanitary sewer overflows, a small (25 KW) natural gas engine-driven generator is provided to power essential controls and gate operators. All local electrical power distribution equipment, motor controls and process controls are housed in a prefabricated electrical building adjacent to the storage facility pump station.

Electrical and instrumentation design, including PLC and I/O requirements were completed by GRW; system integration was by Intellimodus.

CLIENT CONTACT: Charles Martin, PE, Director, Division of Water Quality, Lexington-Fayette Urban County Government, (859) 425-2455, chmartin@lexingtonky.gov



Lexington-Fayette Urban County Government

North Elkhorn Watershed Force Main and Pumping Station (19 MGD), Lexington, KY

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

The long-range study results recognized the available capacity at the Town Branch Wastewater Plant, as well as the need to relieve flow from the West Hickman Creek Wastewater Plant which receives most of the future flows from Lexington's highest growing areas on the northeast, east and south sides of this central Kentucky city.

To divert flows to the Town Branch Wastewater Treatment Plant instead of the West Hickman Creek plant drainage area, GRW designed the North Elkhorn Watershed Pumping Station replacement and new 30-inch and 36-inch force main. With a maximum pumping capacity of 19 MGD, the new pump station includes four 385 HP, wet pit (submersible) pumps with variable frequency drives, a valve vault, a 2,000 KW generator, chemical scrubber odor control, liquid phase odor control, mechanical course bar screens, and flow metering. The station also includes telemetry, controls, lightning protection system, and harmonics mitigation equipment.



Approximately 40,000 linear feet of 30-inch and 36-inch force main was constructed across the center of Lexington in a combination of private easements and crowded city streets. Several miles of force main were installed parallel to Interstate 75 and inside the interstate's right-of-way. GRW coordinated extensively with local politicians, and state and federal agencies including the Kentucky Transportation Cabinet and the Federal Highway Administration.

The LFUCG Sewer User Fee funded the design and construction of this project; therefore, the project costs were spread to all ratepayers.

CLIENT CONTACT: Charles Martin, PE, Director, Division of Water Quality, Lexington-Fayette Urban County Government, (859) 425-2455, chmartin@lexingtonky.gov

Lexington-Fayette Urban County Government

Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY

The Lexington-Fayette Urban County Government (LFUCG) Expansion Area 2A is a region of Fayette County, Kentucky, which has been identified for future development in the LFUCG Comprehensive Plan. Expansion Area 2A is generally located to the east of I-75 and south of Winchester Road (US 60). This sewer shed area consists of proposed developments (Hamburg East), existing developments (including the Hamburg Mall shopping center), and existing residential developments (such as Glenn Eagles, Blackford and part of Greenbriar).

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

The new pump station is classified as a Class A pump station per the *LFUCG Sanitary Sewer and Pumping Station Manual*. The pump station has a divided wet well with the full capacity of pumping delivered by two pumps with two in each wet well. Equipped with mechanical screening, four submersible pumps, standby electric power generator, flow metering, surge protection, odor control scrubber and force main odor control, the Expansion Area 2A pump station will pump to the existing North Elkhorn pump station. The pumps are controlled by VFDs.



The pump station building consists of a screening room, electrical/controls room, odor control room, and bathroom/mechanical room. Also included in the project is a demonstration "green site" design consisting of a pervious paver parking area installation with possible incorporation of a rain garden. The project was designed with the ability to quantify conventional impervious construction vs. pervious pavement design. Separate drain systems with v-notch style weirs were provided prior to site detention.

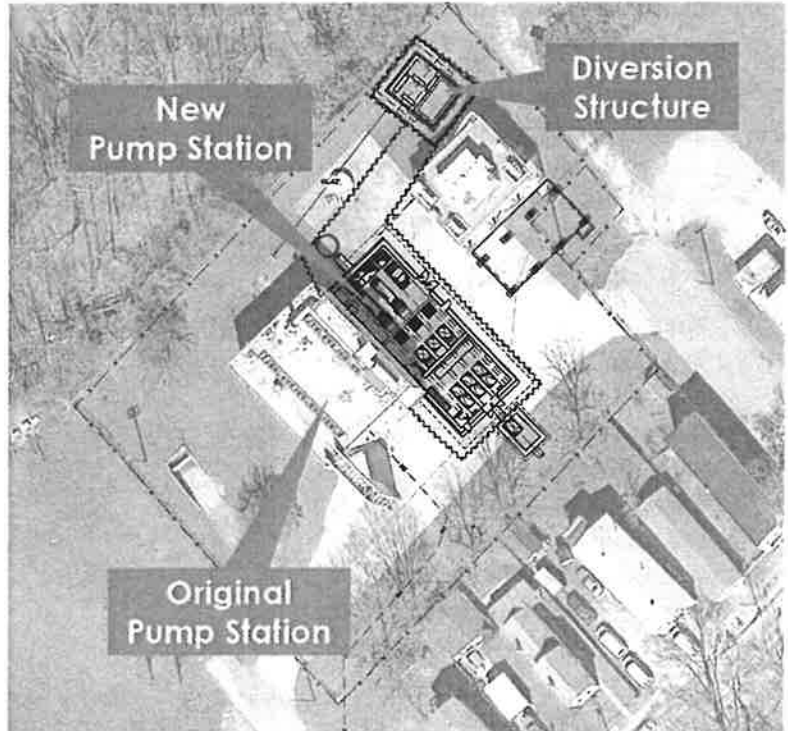
CLIENT CONTACT: Charles Martin, PE, Director, Division of Water Quality, Lexington-Fayette Urban County Government, (859) 425-2455, chmartin@lexingtonky.gov

Sanitation District No. 1

Bromley Pump Station Upgrade (53 MGD), KY

GRW is working with Sanitation District No. 1 (SD1) to complete a major upgrade to its Bromley Pump Station. Originally designed by GRW, the station has been in service since 1977 and is the largest capacity wastewater pump station in SD1's collection system. Construction of the upgrade to this facility, located along the Ohio River, is nearing completion.

For this project GRW is providing engineering design, project management, construction administration, and inspection services. The project includes diverting wastewater from an existing 60-inch interceptor sewer to a new addition to the original PS. This addition will serve as the primary pump station from this area to SD1's Dry Creek Wastewater Treatment Plant. During high flow periods, such as extended wet weather periods, flow will also be diverted to the original PS and both facilities will convey combined wastewater and stormwater to the Dry Creek Plant.



The project includes upgrading pumping capacity from 38 MGD to 53 MGD. This will be accomplished by upsizing the impellers and replacing the two 900 HP motors in the original

station with new 1,000 HP motors and constructing the new parallel pump station with three new parallel submersible 670 HP pumps and new mechanical screens.

New makeup air rooftop units and exhaust fans were designed for this project. Two makeup air rooftop units were replaced on the original pump station and two new makeup air rooftop units were designed for the new expansion of the building. Two exhaust fans were replaced on the original pump station and two new exhaust fans were designed for the new pump station. New rooftop unit platforms were installed for all new equipment, and new ductwork was designed for the interior spaces.

A double-ended electrical substation on an elevated flood proof platform was enlarged to provide full redundancy in power to the two parallel pump stations. Medium voltage switchgear was Eaton using GE Multilin relays. Pumps are all medium voltage (2400-volt and 4160-volt) powered through Eaton variable frequency drives.

An Allen Bradley Control Logix PLC was installed in each pump station for local monitoring and control, networked through Cincinnati Bell using single mode fiber optic cable to the Dry Creek WWTP SCADA system running iFIX HMI software.

The facility also complies with NFPA 820 requirements for Class 1, Group D hazardous locations.

CLIENT CONTACT: Lydia Watkins, PE, Senior Director of Engineering, Sanitation District No. 1, (859) 578-7450, lwatkins@sd1.org

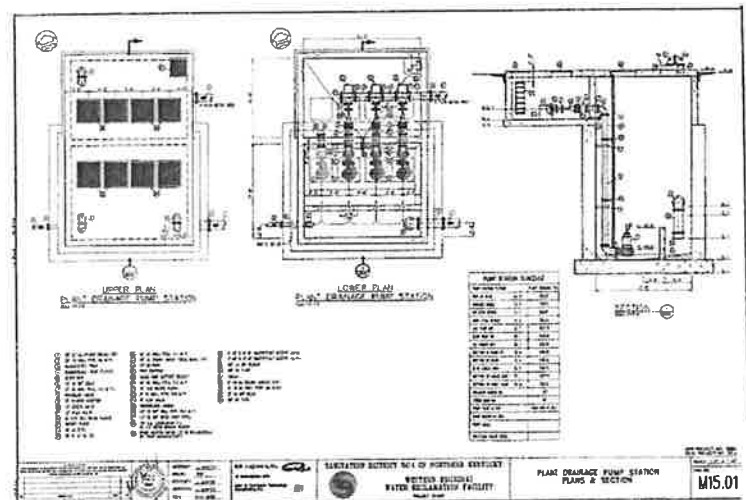
Sanitation District No. 1

Plant Drainage Pump Station (4.7 MGD) for Western Regional Water Reclamation Facility (20 MGD), Petersburg, KY

As part of a new 20 MGD ADF (30 MGD MDF) secondary wastewater treatment plant located on the banks of the Ohio River, GRW designed a plant drainage system to dewater process basins, channels and other wastewater-containing structures that are not needed for use or when they require inspection or maintenance. All major basins in the plant and all plumbing fixtures in the plant buildings are drained to the plant drainage system, which conveys the drainage to a submersible pump station located near the Blower Building from which it is pumped to an influent chamber for the Aeration Basins.



The pump station includes three pumps rated at 2,500 GPM at 45 feet TDH. Each pump is driven by a 60 HP, 1,150 RPM motor. With two pumps in operation, the discharge is 3,300 GPM (4.7 MGD). The pumps are Flygt Model CP-3300-646MT, installed in a 45-foot deep wet well, with vertical discharge pipes leading to an adjacent ground-level valve vault and a magnetic flow meter vault. Watertight hatches are provided at the ground-level slabs for extraction of the pumps, valves, and meters for maintenance and for operator access to the vaults.



The pumps operate in a lead, lag 1, and lag 2 sequence and are capable of manual or automatic alternation using the local/remote selector switch provided at each pump's Local Control Station located at ground elevation on top of the pump station. In automatic alternation, pumps will rotate each time all pumps stop or if the Lead pump is interlocked (failed, out-of-service, etc.). Rotation is 1-2-3, 2-3-1, and 3-1-2 for lead, lag, and standby duty. If a pump is unavailable for automatic control, it will be ignored from the sequence and the alternate pump will be used in its place.



In remote mode, the SCADA system can place the selected pump in PLC manual or PLC auto mode. In PLC manual mode, the pumps can be started and stopped from operator commands at the plant SCADA system. In PLC auto, the pump wet well ultrasonic level detection system is used to control the pumps. Start/Stop level set points for the Lead and Lag pumps can be adjusted at SCADA. In manual mode, the pumps can be started and stopped from operator commands at the plant SCADA system.

In remote mode, the SCADA system can place the selected pump in PLC manual or PLC auto mode. In PLC manual mode, the pumps can be started and stopped from operator commands at the plant SCADA system. In PLC auto, the pump wet well ultrasonic level detection system is used to control the pumps. Start/Stop level set points for the Lead and Lag pumps can be adjusted at SCADA. In manual mode, the pumps can be started and stopped from operator commands at the plant SCADA system.

CLIENT CONTACT: David Koetting, Western Regional Plant Manager, Sanitation District No. 1, (859) 547-1645, dkoetting@sd1.org

SECTION 3.0

Capacity of the Team to Perform the Work
within the Time Limitations

3.0 Capacity of the Team to Perform the Work within the Time Limitations

3.1 Demonstrated Project Management Efficiency & Effectiveness

Our proposed **Project Manager, Nick Gunselman, PE**, is a registered professional engineer in Kentucky with more than 15 years of experience. Over the past decade, he has completed projects encompassing planning, modeling, design, and/or construction phase services for LFUCG, Louisville MSD, and Sanitation District No. 1 of NKY. As his resume indicates, he has successfully completed assignments involving the preparation of Preliminary Engineering Reports, the design of wastewater treatment facilities, pumping stations, force mains and wet weather flow storage projects, and the construction-related services for these projects.

Nick's relevant experience includes:

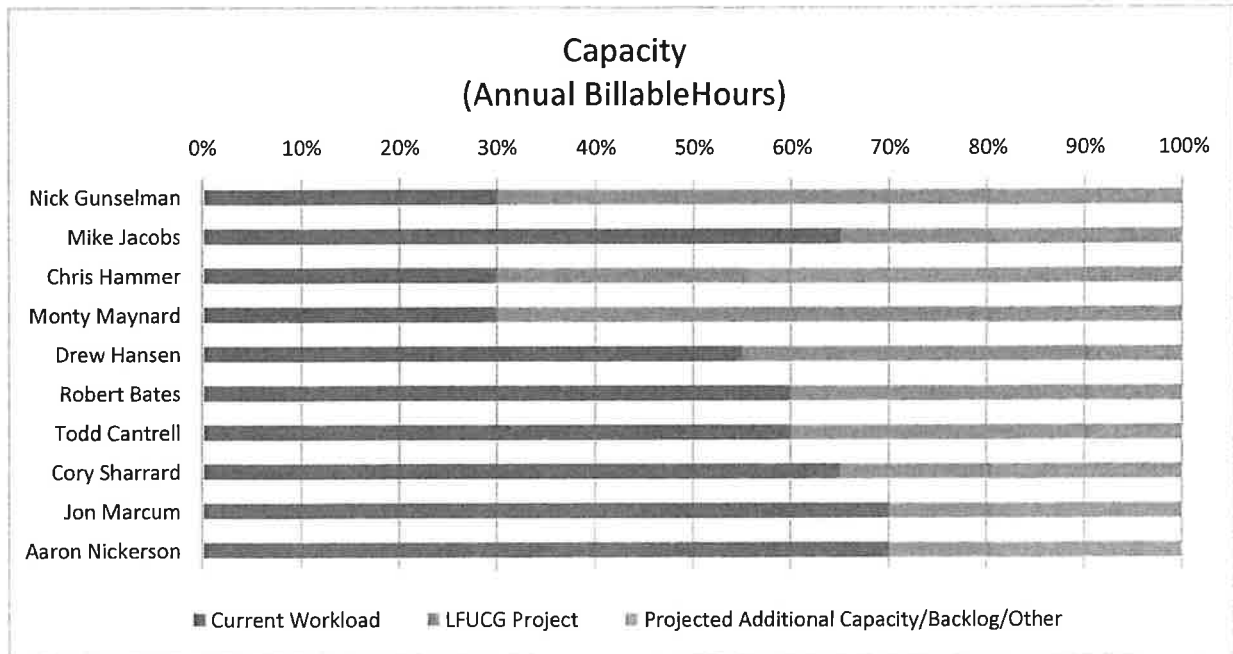
- Lexington East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY – Project Engineer
- Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities, Lexington, KY – Project Engineer
- Lexington South Elkhorn Pump Station Upsizing Improvements, Lexington, KY – Project Engineer

- Louisville MSD Clifton Heights Wet Weather Flow Storage (7 MG) and Pumping (9 MGD) Facilities, Louisville, KY – Project Engineer
- Louisville MSD Bancroft Wet Weather Flow Storage (0.25 MG) and Pumping (0.33 MGD) Facilities, Louisville, KY – Project Engineer
- Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD), Murray, KY – Project Engineer
- Nashville Ewing Creek - Brick Church Pike Wet Weather Flow Storage (10.6 MG) and Pumping (18 MGD) Facilities, Nashville, TN – Project Engineer

Throughout GRW's nearly 60-year history, we have been recognized as leaders using innovative technologies and management approaches to help clients meet regulatory requirements. Our staff and our firm have received hundreds of letters from clients and regulators attesting to their ability to exceed expectations. **GRW designs have been recognized as easy to operate, perform above objectives, conserve energy, and can be easily upgraded or expanded.**

3.2 Capacity of Team vs. Current Workload

GRW has reviewed its current workload and the available capacity of our key personnel for this assignment. The Capacity Chart shown below illustrates their current workload and available capacity. While this project will require the dedication and commitment of time for these professionals, some of whom will be assigned to this project for an extended period, a review of their assignments has determined they will be able to provide the services required as a priority when called upon for the project's duration.



3.3 Ability to Work within Budget & Deadlines

Schedule management and budget control are high priorities to any successful project. GRW shall define and identify the project schedule and schedule milestones based on LFUCG input and the proposed design phases, starting with an initial study of the facility. We'll monitor the schedule regularly for conformance and revisit it during project changes throughout.

The overall budget for the project will be closely observed and maintained through multiple design phases, which are included in the project schedule. At each phase, GRW will review the developed project scope and budgetary estimates with you.

"GRW always has been responsive to the specific needs of the LFUCG Division of Water Quality with respect to its defined scope of services and has readily responded to requests for additional specific project needs. Required services have been completed efficiently, accurately, timely, and within budget. GRW staff is responsive and conducts themselves professionally in all instances." Robert Peterson, PE, Remedial Measures Program Manager, LFUCG Division of Water Quality

If changes in project cost and/or scope occur, options will be clearly defined and reviewed prior to moving forward. This allows all parties to be involved and have a clear understanding of the project's direction and options.

GRW value engineers its projects as the design progresses, continuously striving to achieve the goals of a project as cost-effectively as possible.

As mentioned earlier, GRW uses Newforma® Project Center to manage all project related documents. Tracking of the schedule; budget; construction RFI's, ASI's, CO's; contractor payment applications; GRW's field reports and inspections are maintained and tracked within this software, which centralizes document management. This becomes extremely beneficial to monitor and control the flow of information related to a project.

If appropriate, we will establish bid alternates on selected items to help control the budget. We use a variety of cost estimating methods and keep track of materials and labor cost trends during the design. GRW bases estimates/costs associated construction for both existing and new facilities on the following factors:

- Project Manager's experience with similar previous projects.
- Consultation with local contractors, subcontractors, and suppliers who would be accustomed to bidding on similar projects.
- Industry standard cost guides, such as RS Means. (GRW maintains a subscription to RS Means Online, a regularly updated estimating database used by industry professionals to find reliable cost data on construction materials, equipment, and labor- and to build complete estimates, find and validate construction costs, compare local costs against national averages, or get quick, conceptual estimates for a variety of building types.)

SECTION 4.0

Past Record of Performance on Contracts with
LFUCG & Other Agencies

4.0 Past Record of Performance on Contracts with LFUCG and Other Agencies

We've been partnering with LFUCG on projects since 1970. During those 52-plus years, we have completed

more than 60 assignments, including more than 30 in the last 12 years.

4.1 Past Performance on Projects for LFUCG

A few LFUCG projects of interest are listed here:

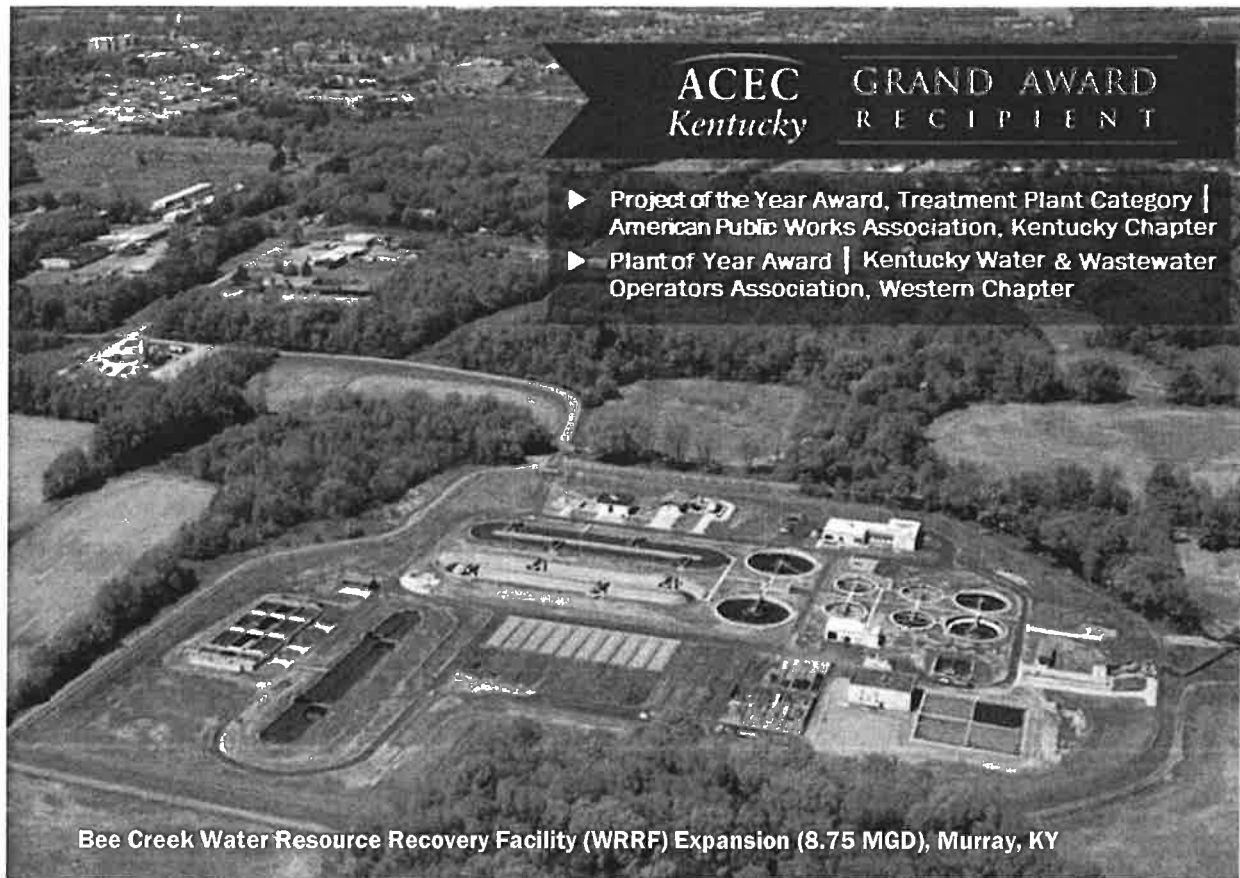
- Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades
- Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities
- South Elkhorn Pump Station (increased capacity, added fire sprinkler system)
- Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains
- North Elkhorn Watershed Force Main and Pumping Station (19 MGD)
- East Hickman Drainage Basin Sanitary Sewer Collection & Conveyance
- Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities
- West Hickman Wastewater Treatment Plant Solids Processing Building Improvements
- West Hickman Wastewater Treatment Plant Administration Building Improvements and Expansion
- Wolf Run D & E Trunk Sewers
- Polo Club Boulevard Connection
- East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD)
- Beaumont YMCA Shared Use Trail and Low Water Crossing
- Sidewalk Improvements at Rosemont Garden
- Sidewalk Improvements at Oxford Circle
- East Hickman Wet Weather Flow Storage (6.0 MG) and Pumping Facilities (32.5 MGD)
- Liberty/Todds Road (KY 1927) Section 2
- Arrowhead Drive Flood Mitigation
- Sidewalk Improvements at Old Todds Road
- Elam Park Area Flood Mitigation
- Intersection Improvements at Lane Allen Road
- Derby Drive Stormwater Improvements
- Man O' War Boulevard Intersection Improvements
- Lancaster Drive Sanitary Sewer Relocation
- West Hickman Wastewater Treatment Plant Masonry Repair
- Phoenix Building and Police Headquarters Elevator System Repair and Upgrade
- Idle Hour North Stormwater Improvements,
- Fort Sumter Area Flood Mitigation
- Rogers Road Area Flood Mitigation
- Downtown Collector Sewer Study
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas
- South Elkhorn Multi-use Trail

4.2 Ability to Prepare Accurate Construction Estimates and Complete Designs on Schedule

At GRW, cost control, scheduling and value engineering are daily concerns. GRW has an excellent record of delivering projects on schedule and of meeting project budgets. We will work with you to maximize the available project funds while maintaining cost control. GRW "Designs to Cost" by matching the design to the funds available for the project and thus eliminating the need for re-designs and re-bids to bring the cost within budget.

The table on the following page illustrates examples of GRW's performance on similar projects.

Project Performance Data				
Project	Schedule	Estimate	Awarded Bid	Final Construction
Lexington (KY) Expansion Area 2A Watershed Gravity, Sewers, Force Main & Pump Station	On Schedule	\$6,865,611	\$7,204,238	\$7,153,808
Fairfield (OH) Wet Weather SSO Relief Project: Gravity Sewers, Wet Weather Flow Storage & Pump Station	On Schedule	\$9,300,000	\$9,127,944	\$9,151,000
Bowling Green (KY) Municipal Utilities Veterans Memorial Highway Force Main	On Schedule	\$8,300,000	\$7,720,400	\$8,025,116
Murray (KY) Bee Creek Interceptor Sewer Replacement and Improvements	On Schedule	\$1,428,490	\$1,370,931	\$1,915,289
Corbin Wastewater Treatment Plant Improvements (4.5 MGD)	On Schedule	\$3,200,000	\$3,288,262	\$3,528,582
Falmouth Sanitary Sewer Extension for Pendleton County High School	On Schedule	\$473,608	\$489,901	\$492,353
West Frankfort Pump Station (7.2 MGD)	On Schedule	\$2,787,851	\$2,860,000	\$2,787,851
Harrodsburg Wastewater Treatment Plant Upgrade (2.68 MGD)	On Schedule	\$1,199,010	\$1,223,000	\$1,303,889
Murray Bee Creek Water Resource Recovery Facility (WRRF) Expansion (8.75 MGD)	On Schedule	\$45,000,000	\$45,138,000	\$47,443,781



4.3 Performance with Respect to Quality Control

A testimony to the quality of GRW's past projects is the continuous selection of the firm again and again by our clients for new projects. More than 90% of GRW's engineering and architectural services are provided to repeat clients – a fact that could not be true if there were quality issues in our designs.

Another indication of the high quality of GRW's work is the detail to which a project's designs are developed – leading to a tight range of construction bids and very few change orders due to conflicts in the design documents.

LFUCG and GRW have an excellent history of collaboration that has resulted in the repeated delivery of the highest quality products for more than 50 years. Our project Team is again committed to this same level of quality in its services and its design products.

GRW takes great pride in the high quality of our finished projects. This high quality is due predominantly to our Total Quality Management (TQM) Concept whereby senior principal members of the firm, together with senior project personnel, meet regularly to review and monitor the progress of the work, both during the planning / design phase and the construction phase. This process enables us to detect any problems in the project before the integrity of the project is impaired.

Quality is measured by our clients and is achieved when a product or service meets mutually agreed upon requirements.

This commitment does not mean that a quality assurance step has been added to the process; it means that quality is a philosophy that is built into a project and is not just the last step. Thus, both management and production staff make a commitment to quality assurance.

The responsibility for carrying out the mandate of the TQM Concept is one of the primary responsibilities of the Project Manager, who will report directly to the Principal in Charge of the Project.

The Project Manager will establish the overall quality control procedures for the project. These procedures are explained in detail to the senior engineering and architectural task managers.

Each individual discipline task manager will assume the responsibility for checking the plans, coordination checking with other disciplines, checking the basis of the calculations, schedule control and the TQM Concept documentation reports.

This responsibility runs from project inception through the execution of contract documents for construction as well as during the post-design services phase during construction activities.

The goal of TQM is to focus on the front-end of the planning / design process, so that these tasks and subsequent tasks are performed correctly the first time, and so that time spent correcting errors is reduced.

4.4 Performance with Respect to Schedule Requirements and Preliminary Project Schedule

In review of the project schedule, GRW notes that all phases of design and construction must be timely completed to enable a successful project completion in September 2026. Our proposed preliminary project schedule is provided at the end of this section. We provide the following detail related to the schedule:

1. The project award is slated for November 2023 and should occur as soon as possible in November 2023. The final version of the Preliminary Engineering Report is due in February 2024. It should be submitted in early February 2024 to enable final design to start on time.
2. The 90% final design submittal is due in May 2024. The final design should be completed by late June 2024 or very early July 2024 to maintain a bid opening in August 2024.
3. Review time for Kentucky Division of Water review has been allotted. GRW would advise an early KDOW submittal of the 90% design documents in late April 2024 to maintain the project schedule. Concurrent KDOW review and bidding will be required to maintain the project schedule. The Project Schedule anticipates the KDOW review may take up to 90 days. It is not normally recommended to award a construction contract until the construction permit has been received; however, this project is more of a

maintenance upgrade contract than a contract for new design and it may be bid prior to receiving the permit.

4. Construction contract award in September 2024 is feasible. Timely decisions and project award will be required.
5. Project completion by September 2026 is achievable. Equipment submittals must be done promptly to enable timely delivery of large pumps, motors, MCC's, ventilators, VFDs, PLCs, valves, and other equipment to provide time to install and construct the improvements. It will be wise to publish a submittal schedule in the bid documents to ensure that the contractor is aware of the issue.

Note: In the event that LFUCG determines there is a need to accelerate this schedule, GRW has the in-house flexibility within its Lexington office to add additional staff to meet modified deadlines for our engineering services.

Additionally, if it is determined that any of the selected equipment items require a long lead time for delivery to the site, GRW can adapt the design documents to provide for an early delivery to reduce costs to LFUCG and avoid delays in meeting the scheduled construction completion date.

SECTION 5.0

Degree of Local Employment

5.0 Degree of Local Employment

GRW understands LFUCG defines a local office as one located in Fayette County, Kentucky, or a county whose border is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford counties).

The following identifies the local office for the GRW team, as well as local office employees and utilization.

Firm: GRW | 801 Corporate Drive
Lexington, KY 40503

Date Established: 1964

Local Office Staffing: GRW has more than 100 employees in its Lexington office. Among the **ten** GRW key team members proposed for this LFUCG project, **eight** are based in Lexington.

Local Office Utilization: At least 80% of key work will be performed locally for LFUCG. GRW support staff (CAD, administrative assistance) are based in Lexington also, which further increases our overall local office utilization to 95%.

MWDBE and VOSB Participation: GRW has included a SBE firm on its team – Environmental Health Management – to provide a Hazardous Materials Survey of the existing Dewatering Pump Station. We have worked with this firm on several previous assignments and are pleased to include EHM as our sub-consultant for this task. If LFUCG selects a pump station option that includes a sufficient percent of new structural design, GRW will recommend adding Cornerstone Engineering to our Team. Cornerstone is an MBE structural design firm with whom we have successfully collaborated on other pump station projects. It is not known at this time if there will be a need for geotechnical investigations to support the selected option, however this may again be an opportunity to include a small firm for this specialty task.

SECTION 6.0

Fees (Detailed Cost Estimate)

6.0 Fees (including Detailed Cost Breakdown)

6.1 Certification that the Fee falls within the Range Required by the Most Recent USDA/RD Utility Program Fee Guide

The May 10, 2022, USDA Rural Development Fee Guide established fee guidelines for these basic engineering services:


1. Design
2. Bidding
3. Construction Administration
4. Inspection

Additional service fees are not included in their basic services, which may include:

1. Site surveys
2. Preliminary Engineering Reports
3. Permitting Services
4. Environmental or other studies/services
5. Geotechnical Engineering Services

LFUCG has identified the construction cost to be \$3,375,000 (\$2,500,000 construction + \$875,000 contingencies). The corresponding RD fee for design, bidding, and construction administration services is \$378,675. GRW's fee for these basic services is \$347,700. The inspection fee provided by GRW is for part-time inspection and does not coincide with the USDA full-time inspection fee. The GRW inspection fee is \$31,200 for 312 hours of inspection at \$100/Hr. The GRW inspection fee is below the RD inspection fee of \$135,000.

GRW hereby certifies that our proposed fee for this project is within the Kentucky USDA/Rural Development Utility Program Fee Guide, as revised May 10, 2022, for professional engineering services for Basic Design Services (Table I) and Inspection Costs (Table II) as a percentage of the Net Construction Cost of the project.

Signed:  Title: Senior Vice President Date: 10/18/2023

**Investigation/Design Services for Town Branch WWTP
Dewatering Pump Station Improvements Project**

Fee Schedule

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

Section 2

Scope of Work: Dewatering Pump Station Improvements Project - Town Branch WWTP

A.	Task 1: Existing Process Performance Review *Includes \$5,500 Hazardous Materials Survey (by consultant)	Cost Task 1:	\$20,660
B.	Task 2: Develop Equipment/Process Replacement Concepts	Cost Task 2:	\$65,965
C.	Task 3: Detailed Design	Cost Task 3:	\$118,710
D.	Task 4: Bidding Services	Cost Task 4:	\$17,670
E.	Task 5: Construction Administration Services	Cost Task 5:	\$124,695

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

3 Hours/Week / 312Hours / \$100/Hour

Section 2 Total Cost: **\$347,700**

6.2 Detailed Cost Breakdown

A two-page Excel spreadsheet is provided on the following pages to provide details of our proposed fee for this project.

Engineer Fee Proposal Dewatering Pump Station Improvements Town Branch WWTP 10/18/2023		Project Principal Engr VII M. Jacobs	Project Manager Engr V N. Gunselman	Process Engineer Engr III D. Hansen	Electrical Engineer Engr VII T. Cantrell	Operations Specialist R.Bates	Mechanical Engineer Engr IV C. Sharrard	Inspector TBD	Architect Arch IV A. Nickerson	Structural Engineer Engr IV J. Marcum	CADD Designer II TBD	Admin TBD	TOTAL HOURS	TOTAL FEE
1	Task 1 - Existing Dewatering Pump Station Review													
	Interview Town Branch WWTP personnel	4		8	8		8						28	\$5,200
	Collect operational data for design decisions			2		4					4		10	\$1,250
	Collect historical maintenance and repair data			2		4					4		10	\$1,250
	Observe trends for the pump station		2	2		2							6	\$1,020
	Conduct Hazardous Materials Survey (consultant)													\$5,500
	Two Meetings/Trips	4	8	4	8		8				4		36	\$6,440
	Total Hours	8	10	18	16	10	16	0	0	0	0	12	90	
	Task 1 - Existing Process Performance Review												\$20,660	
2	Task 2 - Equipment/Process Replacement Concepts/Schedules													
	Evaluate 3 alternative types of pumps to replace existing pumps	8	8	24	8	8							56	\$10,080
	Perform NEPA 820 evaluation/Recommend equipment compliance requirements for each classified area.	2			14		14				2		32	\$5,980
	Confirm capacity of hoist and structural components of hoist	2						8	4				14	\$2,660
	Evaluate replacements for MCC's, SCADA controls, valving, piping, HVAC system, plumbing, sump pump, instrumentation, lighting, PLC's, VFDs, repair of exterior brick, interior wall painting needs and building roof	4	4	8	16	12	8	8	8	4	4		76	\$13,180
	Prepare conceptual layout, construction sequence and calculations	8	4	12	4	4	4			8			44	\$7,260
	Prepare opinions of cost and 20-year life cycle analysis for options	8	4	8	2	8	4	4			4		42	\$7,240
	Prepare and present preliminary engineering report (PER)	18	2	14	8	8	8	4		8	8		78	\$12,940
	Two meetings	4		8		4	4	2			4		26	\$4,110
	After review, revise and resubmit PER	2		4	2		1	1	1	4	2		17	\$2,515
	Total Hours	56	22	78	54	44	43	0	27	13	24	24	385	
	Task 2 - Equipment/Process Replacement Concepts/Schedules												\$65,965	
3	Task 3 - Detailed Design													
	Complete detailed design in accordance with RFP	40	60	160	140	32	40		24		120	12	628	\$103,600
	Design progress meetings - 25%, 50%, and 90%	12	12	12		8						8	52	\$8,720
	Opinions of cost and 20-Year Life - 50% and 100%	4	4	12		8							28	\$4,800
	Project schedule updates - 25%, 50%, and 90%	3		6									9	\$1,590
	Total Hours	59	76	190	140	48	40	0	24	0	120	20	717	
	Task 3 - Detailed Design												\$118,710	
4	Task 4 - Bidding Services													
	Submit final plans, contract docs, and specifications in PDF format and hardcopy. 7 hardcopy sets required.	2	2	6			2				6	2	20	\$2,750
	Prepare and submit permitting documents to the KDOW	2	4	8							4	8	26	\$3,400
	Provide customary bidding services: advertisement, pre-bid-meeting, issue addenda, evaluate bids, and provide award recommendation	8	8	40			2		2		8	8	76	\$11,520
	Total Hours	12	14	54	0	0	4	0	2	0	18	18	122	
	Task 4 - Bidding Services												\$17,670	



APPENDIX
LFUCG Forms and Required Documents

Firm Submitting Proposal: GRW Engineers, Inc.

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

Contact Name: Mike Jacobs, PE Title: Sr. Vice President

Telephone Number: (859) 223-3999 Fax Number: (859) 223-8917

Email address: mjacobs@grwinc.com

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(I). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

October 16, 2023

Date

AFFIDAVIT

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

1. His/her name is Chris Hammer and he/she is the individual submitting the proposal or is the authorized representative of GRW Engineers, 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.

Louise Godshall

STATE OF Kentucky

COUNTY OF Fayette

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

by Chris Hammer on this the 16 day

of October, 2023.

My Commission expires: August 1, 2026

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

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

A. Termination for Cause

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

- 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

10/16/2023
Date

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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


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

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

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

Bidders

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


Signature

GRW Engineers, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: GRW Engineers, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	14	3	11	0	0	0	0	0	0	0	0	0	0	0	0	3	11
Professionals	77	61	14	1	1	0	0	0	0	0	0	0	0	0	0	62	15
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	18	16	2	0	0	0	0	0	0	0	0	0	0	0	0	16	2
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	39	31	8	0	0	0	0	0	0	0	0	0	0	0	0	31	8
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Skilled Craft	30	29	1	0	0	0	0	0	0	0	0	0	0	0	0	29	1
Service/Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	180	140	38	1	1	0	0	0	0	0	0	0	0	0	0	141	39

Prepared by: Jenny Dixon, Human Resources Manager Date: 10/10/2023

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 41-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
Due to the nature and schedule of this project, GRW has elected to use all in-house personnel. No MWDBEs were qualified in this scope of work.				
2.				
3.				
4.				

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

GRW Engineers, Inc.
Company
October 16, 2023
Date

Mike Jacobs, PE
Company Representative
Sr. Vice President
Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 41-2023

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

Company Name GRW Engineers, Inc.	Contact Person Mike Jacobs, PE, Sr. Vice President
Address/Phone/Email 801 Corporate Drive, Lexington, KY 40503 859-223-3999 mjacobs@grwinc.com	Bid Package / Bid Date RFP# 41-2023 / October 18, 2023

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Due to the nature and schedule of this project, GRW has elected to use all in-house personnel. No MWDBEs were qualified in this scope of work.								

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

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

GRW Engineers, Inc.
Company
October 16, 2023
Date

Mike Jacobs, PE
Company Representative
Sr. Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified 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.

GRW Engineers, Inc.
Company
October 16, 2023

Date

Mike Jacobs, PE
Company Representative
Sr. Vice President

Title

**Affirmative Action Program for
Minorities and Women**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
for
Minorities and Women**

**February 1, 2023 through January 31, 2024
Plan Year**

CONFIDENTIAL, TRADE SECRET, and PRIVATE MATERIAL

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

GRW Engineers, Inc.
Headquarters

**AFFIRMATIVE ACTION PROGRAM
FOR
MINORITIES AND WOMEN**

**February 1, 2023 through January 31, 2024
Plan Year**

TABLE OF CONTENTS

INTRODUCTION	1
REAFFIRMING COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY	1
INTERNAL DISSEMINATION OF EEO POLICY	2
EXTERNAL DISSEMINATION OF EEO POLICY	2
ESTABLISHMENT OF RESPONSIBILITY FOR IMPLEMENTATION OF THE AAP	4
IDENTIFICATION OF AREAS FOR DISCUSSION	6
NARRATIVE DISCUSSION OF GOALS	7
DEVELOPMENT AND EXECUTION OF ACTION-ORIENTED PROGRAMS	8
INTERNAL AUDIT AND REPORTING SYSTEM	9
GUIDELINES FOR PREVENTION OF SEX DISCRIMINATION	10

Introduction

GRW Engineers, Inc. (GRW) has prepared this Affirmative Action Program (AAP) for the period of February 1, 2023 through January 31, 2024, reaffirming its commitment to the letter and spirit of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Through the implementation of this AAP, GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

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

Reaffirming Commitment to Equal Employment Opportunity

In setting forth this AAP GRW reaffirms its belief in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment.

Ron Gilkerson, Chairman of the Board of GRW, designated Jennifer Dixon as the Equal Employment Opportunity Administrator (EEO Administrator). Jennifer Dixon oversees the AAP development, modification, implementation, and reporting requirements and conducts management updates. The EEO Administrator also analyzes GRW's selection process to further the principles of equal employment opportunity.

As part of GRW's commitment to this overall process, it will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, sexual orientation, gender identity, and national origin. Regular review by GRW, as described in this AAP, helps ensure compliance with this policy.

Internal Dissemination of EEO Policy

41 C.F.R. § 60-1.42

GRW posts copies of the equal employment opportunity notices that comply with 41 C.F.R. § 60-1.42(a) in conspicuous places (including, where applicable, electronic websites) available to employees, applicants for employment, and (if applicable) representatives of each labor union or other organization representing its employees with which GRW has a collective-bargaining agreement or other contract or understanding. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use each or any of the below methods, and it may use other methods not listed below:

1. Internal employee manuals contain the policy statement.
2. The policy statement is posted on bulletin boards accessible to employees.
3. GRW references the policy and progress in its annual report, newspaper, magazine, and other publications.
4. Orientation meetings for new employees and in-house employment-related training include references to GRW's policy.
5. GRW publications, if any, including those with photographs, generally feature individuals of diverse gender, race, color, and national origin, where feasible.
6. Pertinent portions of GRW's Affirmative Action Program are available during regular business hours for inspection by employees and applicants for employment.

External Dissemination of EEO Policy

41 C.F.R. § 60-1.41; 41 C.F.R. § 60-1.5

1. In solicitations or advertisements for employees placed by or on its behalf, GRW complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
 - a. GRW states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).
 - b. GRW uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(c).

- c. GRW uses a single advertisement in which appears in clearly-distinguishable type the phrase “an equal employment opportunity employer.” 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
 2. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use all of the below methods, and it may use other methods not listed below:
 - a. GRW notifies subcontractors, suppliers, and vendors of the policy about both its obligations to equal employment opportunity and about GRW’s AAP.
 - b. GRW advises recruitment sources, minority and female organizations, community agencies, and colleges of its commitment to this policy and AAP. GRW informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, sexual orientation, gender identity, and national origin.
 - c. GRW communicates with the state employment security office regarding its commitment to the policy.
 3. In addition, GRW incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered federal contracts and subcontracts, including federal agency bills of lading, transportation requests, and such other covered contracts and covered subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41. C.F.R. § 60-1.4 (a) – (c) (unless exempted under 41 C.F.R. § 60-1.5).

Establishment of Responsibility for Implementation of the AAP

41 C.F.R. § 60-2.17(a)

A. Identification and Responsibilities of EEO Administrator

Overall responsibility for GRW's AAP rests with the EEO Administrator, Jennifer Dixon. Jennifer Dixon ensures the AAP complies with all applicable laws, orders, and regulations, including but not limited to Executive Orders 11246, 13496, and their progeny. Specifically, Jennifer Dixon or the designated representative's duties include:

1. Developing, maintaining, and modifying, where appropriate, GRW's AAP to ensure compliance with the EEO/AA law.
2. Developing and modifying, where appropriate procedures for effectively communicating the AAP and its elements both internally and externally.
3. Advising management on EEO/AA progress, reporting potential EEO/AA problem areas, and assisting management in finding equitable solutions, where feasible, to any identifiable EEO/AA problem areas.
4. Evaluating the effectiveness of GRW's AAP on a regular basis and reporting to management.
5. Designing, implementing, and overseeing audit and reporting systems that periodically measure the effectiveness of the total affirmative action program. 41 C.F.R. § 2.17 (d)(1)-(4), identifying need for remedial action, and determining the degree to which objectives have been achieved.
6. Acting as Company representative and liaison with any government agencies regarding this AAP.
7. Monitoring Company policies and procedures with regard to terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
8. Auditing the content of GRW's bulletin board and electronic policies, as appropriate, to ensure compliance information is posted and up to date.
9. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
10. Serving as a liaison between GRW and organizations, such as minority organizations and women's organizations.
11. When necessary, developing sales and management training programs to increase protected-group participation.
12. Assisting in the investigation, handling, and disposition of employee harassment and discrimination complaints.

13. Discussing EEO/AA policies with all personnel, including management, to ensure GRW's policies and the need for their support are understood at all levels.
14. Reviewing GRW's AAP for qualified women and minorities with all managers and supervisors to ensure the policy is understood and followed in all personnel actions.
15. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, comparable facilities for both sexes, and opportunity for participation in Company-sponsored recreational, educational, and social activities.
16. Auditing training programs, hiring, and promotion patterns.

B. Management Responsibilities

Line and upper management share responsibility for the AAP, including but not limited to the following:

1. Assisting in auditing AAP progress, including identifying problem areas, formulating solutions, establishing appropriate goals, and developing necessary training programs.
2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner in hiring, promotion, transfers, and termination actions.
3. Making available career counseling, when appropriate.
4. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee and his or her duties.
5. Reviewing position descriptions of the jobs in the manager's area or department to see that they adequately reflect the job to be performed.
6. Assisting subordinates and upper management in the prevention of harassment.

Identification of Areas for Discussion

41 C.F.R. § 60-2.17(b)

GRW's commitment to fully implement this policy and AAP include periodic reviews of its total employment process to determine whether and where impediments to equal employment opportunity exist. These reviews include:

1. The workforce by organizational unit and job group of minority or female utilization and distribution;
2. Personnel activity to determine whether there are selection disparities;
3. Compensation systems to determine if there are gender-, race-, or ethnicity-based disparities;
4. Selection, recruitment, referral, and other personnel procedures to determine whether they result in employment or placement disparities of minorities or women; and,
5. Any other areas that might impact the success of the affirmative action program. 41 C.F.R. § 2.17 (b)(1)-(5), including, for example, GRW's review of:
 - a. The workforce composition by race and sex to compare it to the availability of these groups;
 - b. GRW's applicant flow compared to the availability for the protected groups;
 - c. A comparison of hires to applicants pertaining to minorities and women;
 - d. Selection forms, such as applications for employment, to ensure they comply with federal and state employment laws;
 - e. Processes to ensure there are no artificially-created barriers or restrictive seniority provisions; and,
 - f. Training opportunities to ensure they are available to minorities and women.

Identification of problem areas are discussed in the next section titled Narrative Discussion of Goals.

Narrative Discussion of Goals

The Headquarters plan has 174 employees, including 3 minorities and 35 females. There were no goals for minorities and/or women in this plan.

- 1.1 - Executive/Senior Level Officials and Managers - This group consists of 12 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 1.2 - First/Mid-Level Officials and Managers - This group consists of 6 employees, of whom none are minorities and 1 is a female. There is no need to set a placement goal at this time for minorities or females.
- 2 - Professionals - This group consists of 75 employees, of whom 3 are minorities and 12 are females. There is no need to set a placement goal at this time for minorities or females.
- 3 - Technicians - This group consists of 36 employees, of whom none are minorities and 8 are females. There is no need to set a placement goal at this time for minorities or females.
- 5 - Administrative Support Workers - This group consists of 14 employees, of whom none are minorities and 13 are females. There is no need to set a placement goal at this time for minorities or females.
- 6 - Craft Workers - This group consists of 22 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 7 - Operatives - This group consists of 9 employees, of whom none are minorities and 1 is a female. There is no need to set a placement goal at this time for minorities or females.

GRW will use alternate recruitment sources, when necessary, to attract more qualified external applicants. In those instances where statistical disparities are indicated, GRW will take action as outlined in the Action-Oriented Programs Section to monitor and eliminate any problem areas, as well as other similar actions.

Development and Execution of Action-Oriented Programs

41 C.F.R. § 60-2.17(c)

GRW has instituted action-oriented programs designed to eliminate any problem areas, should they exist, in accordance with § 60-2.17(b), and to help achieve specific affirmative action goals. GRW will make good-faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. These programs may include items such as:

1. Conducting periodic reviews of job descriptions attempting to ensure they accurately reflect job-related duties and responsibilities.
2. Reviewing job qualifications by department and job title for job-relatedness, and using job performance criteria.
3. Making job descriptions and qualifications available to recruiting sources and to all members of management involved in the recruiting, screening, selection, and promotion processes.
4. Making good-faith efforts to select the most qualified candidates. Accordingly, GRW evaluates its total selection process to ensure selections are made in a nondiscriminatory manner through:
 - a. Annual reviews of job applications and other pre-employment forms to ensure information requested is job-related;
 - b. Annual evaluations of selection methods that may result in statistical disparities to ensure they are non-discriminatory;
 - c. Annual provisions of assistance, such as training and guidance on proper interviewing techniques and EEO training, to employees, management, and supervisory staff, including, but not limited to, those who are involved in the recruitment, selection, discipline, and other related processes, so that personnel actions are made in a nondiscriminatory manner; and
 - d. Annual review of selection techniques and employment standards.
5. GRW employs appropriate methods to attempt to improve recruitment and increase the flow of qualified minorities and women applicants in its recruiting process, including a number of the following actions:
 - a. Disseminating information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur;
 - b. Encouraging all employees to refer qualified applicants;
 - c. Actively recruiting in colleges and universities with predominantly minority or female enrollments where underutilization exists in such areas, and

- d. Requesting employment agencies to refer qualified minorities and women.
 - e. Whenever feasible and appropriate, GRW participates in job fairs, career days, youth-motivation programs, and other programs that foster exposure for qualified minorities and women.
 - f. GRW encourages all employees to participate in Company-sponsored activities and programs.
 - g. GRW utilizes various community organizations and schools as referral sources.
6. GRW reviews promotion criteria and procedures so that job qualifications form the basis for the promotional decisions. GRW monitors promotion rates for minorities and women and, when necessary, may employ one or more of the following procedures:
- a. Providing job training, job-related courses, or certificate programs.
 - b. Reviewing work specifications and job qualifications to ensure job-relatedness.
 - c. Conducting career counseling, where appropriate, during performance evaluations.
 - d. Informing employees about educational programs and other opportunities available to improve their employment prospects.
 - e. Reviewing Company-sponsored social and recreational activities to ensure non-discriminatory participation and availability.
 - f. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
 - 1. Generally posting or otherwise announcing promotional opportunities.
 - 2. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
 - 3. Evaluating job requirements for promotion.

Internal Audit and Reporting System

41 C.F.R. § 60-2.17(d)

- 1. Jennifer Dixon, GRW's EEO Administrator, maintains an internal audit system to attempt to oversee GRW's Affirmative Action Program and assess progress. The EEO Administrator is responsible for ensuring that the formal AAP documents are developed and prepared and for the effective AAP implementation; however, responsibility is likewise vested with each department

manager and supervisor, depending upon the specific responsibility. The audit system is designed and implemented to measure the effectiveness of the total affirmative action program [41 C.F.R. § 2.17 (d)(1)-(4)], including:

- a. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels, to ensure the nondiscriminatory policy is carried out,
 - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained,
 - c. Reviewing reports at all levels of management; and
 - d. Advising top management of the program's effectiveness and submitting recommendations to improve unsatisfactory performance. 41 C.F.R. § 2.17 (d)(1)-(4).
2. GRW reviews various employment decisions, such as job referrals, hiring decisions, transfers, promotions, and terminations. GRW maintains summary data where necessary and feasible, and conducts regular reviews at least annually.
 3. There is no "de facto" (in practice without being officially established) segregation. Further, GRW ensures that facilities, as broadly defined in 41 C.F.R. § 60-1.8, provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result, provided that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.
 4. GRW complies with required records retention provisions set forth in 41 C.F.R. § 60-1.12 and elsewhere in the applicable OFCCP regulations, and maintains a) employment applications (generally for two years); b) summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants, where necessary and feasible, and conducts regular reviews at least annually; c) applicant flow showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for job opportunities, and the relevant applicant/hire decisions; d) summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; and e) records pertaining to its compensation system.
 5. Provide needed reports to managers and supervisors regarding the results of the audit as well as GRW's overall progress in the area of EEO/AA. Any recommended actions should be made as well. Reports shall be made to senior management on at least an annual basis.

Guidelines for Prevention of Sex Discrimination

41 C.F.R. § 60-20.1 et seq.

GRW supports the promotion and ensuring of equal employment opportunity of its employees and applicants without regard to sex, and endorses and complies with the following policy statements:

1. GRW does not discriminate against any employee or applicant for employment because of sex. The term sex includes, but is not limited to, pregnancy, childbirth, or related medical conditions; gender identity; transgender status; and sex stereotyping. 41 C.F.R. §60-20.2(a).
2. GRW maintains gender-neutral personnel policies that expressly indicate that there shall be no unlawful discrimination against employees based on sex. Unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business, GRW will not make any distinction based on sex in recruitment, hiring, firing, promotion, compensation, hours, job assignments, training, benefits, or other terms, conditions, or privileges of employment. The terms and conditions of any written collective bargaining agreements shall not be inconsistent with these guidelines. 41 C.F.R. §60-20.2(b).
3. GRW will not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex; or deny employment to women with children unless it has the same exclusionary policies for men; or steer women into lower-paying or less desirable jobs on the basis of sex; or impose any differences in retirement age or other terms, conditions, or privileges of retirement on the basis of sex. 41 C.F.R. § 60.20.2(b).
4. GRW does not maintain seniority lines and lists on the basis of sex. 41 C.F.R. § 60-20.2(b).
5. GRW's employment advertisements do not express a sex preference nor does GRW place advertisements in columns designated "males" or "females", unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.2(b).
6. All employees at GRW shall have an equal opportunity to any available job that he or she is qualified to perform, unless sex is a bona fide occupational qualification. 41 C.F.R. §60-20.2(b).
7. GRW will not deny transgender employees access to the restrooms or similar facilities designated for use by the gender with which they identify. 41 C.F.R. §60-20.2(b).
8. GRW will not treat employees or applicants adversely because they have received or are planning to receive transition-related medical services designed to facilitate the adoption of a sex or gender other than the individual's designated sex at birth. 41 C.F.R. §60-20.2(b).
9. GRW does not hire or employ employees on the basis of sex unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.3.
10. GRW does not engage in any employment practice that discriminates in wages, benefits, or any other forms of compensation, or denies access to earnings opportunities, because of sex. 41 C.F.R §60-20.4.
11. All employees of GRW have equal opportunity to obtain regular and/or overtime hours, commissions, pay increases, incentive compensation, or any other additions to regular earnings. 41 C.F.R §60-20.4.

12. GRW's wage schedules are not related to or based on sex, but rather are based on job relatedness and are consistent with business necessity. 41 C.F.R §60-20.4.
13. GRW does not discriminate on the basis of pregnancy, childbirth, or related medical conditions, including childbearing capacity. 41 C.F.R. § 60-20.5.
14. Any fringe benefits, which include but are not limited to medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave, etc. that are offered by GRW, are not based on sex. 41 C.F.R. § 60-20.6.
15. GRW does not make employment decisions on the basis of sex-based stereotypes, such as stereotypes about how males and/or females are expected to look, speak, or act. 41 C.F.R. § 60-20.7.
16. GRW has a no tolerance policy regarding harassment and hostile work environments. Harassment on the basis of sex includes unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature. Harassment because of sex includes sexual harassment (including sexual harassment based on gender identity or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes. 41 C.F.R. § 60-20.8.
17. When appropriate, GRW makes affirmative efforts to increase the number and percentage of women in the workforce, including, but not limited to the following:
 - a. GRW recruits women and encourages existing women employees to apply for positions historically labeled by society as "traditionally male".
 - b. GRW guarantees equal, gender-neutral access to training and tuition reimbursement programs, including management training and other types of workplace training programs.
 - c. GRW informs management of its affirmative action responsibilities.

Policy with Respect to Religion/National Origin

41 C.F.R. § 60-50.1 et seq.

Pursuant to the guidelines prohibiting discrimination on the basis of religion and/or national origin, 41 C.F.R. § 60-50.1, et seq., GRW hereby reaffirms that it does not discriminate against employees, or applicants for employment, because of religion or national origin. GRW takes affirmative action to seek to ensure that employees or applicants for employment are treated without regard to their religion or national origin in all aspects of the terms and conditions of employment, such as upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay (or other forms of compensation), and selection for training.

GRW has reviewed its employment practices and determined that its employees, including those who belong to religious or ethnic groups, have received fair consideration for job opportunities. Based upon its review, and depending upon the circumstances, GRW will undertake appropriate actions, which may include one or more of the following activities:

1. Issuing a policy directive to employees reaffirming GRW's obligation to provide equal employment opportunity without regard to religion or national origin. This policy will be communicated in such a manner as to foster understanding, acceptance, and support among executives, managers, supervisors, and other employees, and to encourage such persons to take the necessary action to aid GRW in meeting its obligations.
2. Developing internal procedures to ensure GRW's obligation to provide equal employment opportunity, without regard to religion or national origin, is fully implemented. Specifically, employment activities are reviewed by the EEO Administrator.
3. Informing management annually of its commitment to equal employment opportunity, without regard to religion or national origin.
4. Enlisting the assistance and support of recruitment sources for this commitment.

GRW acknowledges its responsibility to make reasonable accommodations for the religious observances and practices of its existing or prospective employees under the terms of Title VII of the Civil Rights Act of 1964. An accommodation for religious purposes will be denied should GRW determine that the company would have to suffer undue hardship. During this accommodation evaluation, the following factors will continue to be considered by GRW:

1. Business necessity;
2. Financial costs and expenses; and
3. Resulting personnel problems.

Organizational Profile

Contractors and subcontractors are required to include in their AAPs an organizational profile of their workforce using either a “workforce analysis” or “organizational display” that provides detailed data reflecting staffing patterns within the establishment. 41 C.F.R. § 60-2.11. An organizational profile shows the staffing pattern within a contractor’s establishment. This profile assists an employer in identifying where, in the workforce of its site which is the subject of this AAP, women or minorities are underrepresented or concentrated. A workforce analysis is used in this AAP, which lists each job title from the lowest paid to the highest paid within each department or similar organizational unit.

Job Group Analysis

Contractors and subcontractors are required to include in their AAPs a "job group analysis" by combining jobs at the establishment with similar content, wage rates, and opportunities to form job groups. 41 C.F.R. § 60-2.12. The job group analysis is a contractor's first comparison of the representation of minorities and women in its workforce with the estimated availability of minorities and women to be employed. The job group is created by first sorting the various jobs at the establishment into job groups, which is a collection of jobs in an organization with similar job content (field of work and/or skill level), similar promotional opportunities, and similar compensation. The job groups then are developed to fit the unique characteristics of each organizational unit, taking into account the size, type, and complexity of the work performed. Contractors, after combining the job titles for the job group analysis, must then separately provide the percentage of minorities and the percentage of women they employ in each job group.

Availability Analysis

Contractors and covered Federal subcontractors, after aggregating individual jobs into job groups, are then required to determine the availability of women and minorities for those job groups. 41 C.F.R. § 60-2.14. "Availability" is a percentage estimate of the women and minorities who have the skills required to perform the jobs within the job groups. To determine the availability percentages, contractors are required to consider two factors: 1) factors reflecting the availability outside the contractor's workforce (such as people in the immediate labor area or reasonable recruitment area); and, 2) factors affecting the availability inside the contractor's own workforce (such as people who are qualified and available by transfer, promotion, or training). Contractors typically rely on the most current U.S. Census data to develop their external availability factors, and on their own workforce numbers to develop their internal availability factors. Both external and internal factors must be considered, but contractors may "weight" each of the two factors according to each factor's relevance to the job group in question. Such weighting is included in the following availability statistics for each job group.

After a contractor has formulated job groups and determined the minority and female availability percentages for each job group, it must then compare the actual utilization of minorities and women in each job group with their estimated availability, and identify those job groups where the percentage of women and/or minorities employed is less than would reasonably be expected given their availability. 41 C.F.R. § 60-2.15.

Placement Goals

Contractors and subcontractors must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, contractors are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Contractors may use a number of methods to determine whether their actual employment percentage of minorities and/or females is lower than would reasonably be expected, including the need to set a placement goal when: 1) there is "any difference" between the availability percentage and the employment percentage; 2) actual employment is less than 80 percent of calculated availability (which is the expected representation); or, 3) the difference between the actual and expected employment is statistically significant. Any reasonable method, as long as it is uniformly applied, is acceptable to the OFCCP.

Placement goals are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60-2.16. **Although a contractor is required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)**

Progress Toward Goals Report

Contractors and subcontractors must maintain its current affirmative action plan (AAP) and documentation of good faith efforts, and must preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year. 41 C.F.R. § 60-1.12 (b).

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year. As such, this is one of the items requested by OFCCP during a routine compliance evaluation.

To compare progress toward goals, the contractor must measure the employment activity that has occurred during the plan year. The variable here is opportunities which are defined by OFCCP as total placements (hires plus promotions) into the job group.

Disparity Analysis

Contractors and subcontractors are required to include personnel activity (applicant flow, hires, terminations, promotions, and any other personnel actions) to determine whether there are selection disparities. 41 C.F.R. § 60-2.17 (b) (2).

The Disparity Analysis is a tool to measure the statistical relationship between two selected groups. The following report identifies whether the rates of those hired, promoted, or terminated are similar without regard to race or gender.

**Affirmative Action Program for
Protected Veterans**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
For Protected Veterans**

**February 1, 2023 through January 31, 2024
Plan Year**

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GRW Engineers, Inc.
Headquarters

**AFFIRMATIVE ACTION PROGRAM
FOR PROTECTED VETERANS**

**February 1, 2023 through January 31, 2024
Plan Year**

TABLE OF CONTENTS

INTRODUCTION	1
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT	2
REVIEW OF PERSONNEL PROCESSES	3
PHYSICAL AND MENTAL JOB QUALIFICATIONS	3
REASONABLE ACCOMMODATION	5
ANTI-HARASSMENT PROCEDURES	5
EXTERNAL DISSEMINATION OF POLICY, OUTREACH, AND POSITIVE RECRUITMENT	6
ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS	7
INTERNAL DISSEMINATION OF POLICY	8
AUDIT AND REPORTING SYSTEM	9
RESPONSIBILITY FOR IMPLEMENTATION OF THE PLAN	9
AFFIRMATIVE ACTION TRAINING	13

Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program (“AAP”) for the year from February 1, 2023 through January 31, 2024, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity.

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

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

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

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or
2. A person who was discharged or released from active duty because of a service-connected disability.

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

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

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

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-300.44(a)

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

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

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. It is GRW's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. GRW will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;
3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or
4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW's establishment.

Review of Personnel Processes

41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.
3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.
4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.
5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:
 - a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

Physical and Mental Job Qualifications

41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.
2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

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

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act (“ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation

41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.
3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-300.44(e)

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

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:
 - i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;
 - ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;
 - iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
 - iv. The service officers of the national veterans' groups active in the area of GRW's establishment;
 - v. Local veterans' groups and veterans' service centers near GRW's establishment;
 - vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and
 - vii. Any organization listed in the Employer Resources section of the National Resource Directory (<http://www.nrd.gov/>), or any future service that replaces or complements it.
 - b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
 - i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

- ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
 - iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.
 - iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.
 - v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.
 - vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
 - vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
 - viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.
3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.
2. GRW implements and disseminates this policy internally as follows:
 - a. includes it in GRW's policy manual or otherwise make the policy available to employees; and
 - b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.
3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:
 - a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
 - b. Publicizing it in GRW's newspaper, magazine, annual report and other media;
 - c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
 - d. Discussing the policy thoroughly in both employee orientation and management training programs; and
 - e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

Audit and Reporting System

C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:
 - a. Measures the effectiveness of GRW's AAP;
 - b. Indicates any need for remedial action;
 - c. Determines the degree to which GRW's objectives have been attained;
 - d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;
 - e. Measures GRW's compliance with the AAP's specific obligations; and
 - f. Documents the actions taken to comply with the obligations of paragraphs (a) through (e) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.
2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

1. Identification and Responsibilities of EEO/AA Administrator **41 C.F.R. § 60-300.44(i)**

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Jennifer Dixon or the designated representative's duties include:

- a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.
- b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

- c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.
- d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).
- g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).
- h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.
- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and
 - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

- u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

- v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

2. Management Responsibilities
41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.
- e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist subordinates and upper management in the prevention of harassment.
- i. Show support for this AAP.

Affirmative Action Training

41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

**Affirmative Action Program for
Individuals with Disabilities**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
for
Individuals with Disabilities**

**February 1, 2023 through January 31, 2024
Plan Year**

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**GRW Engineers, Inc.
Headquarters**

**AFFIRMATIVE ACTION PROGRAM
FOR
INDIVIDUALS WITH DISABILITIES**

**February 1, 2023 through January 31, 2024
Plan Year**

TABLE OF CONTENTS

INTRODUCTION	1
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT	1
REVIEW OF PERSONNEL PROCESSES	2
REVIEW OF PHYSICAL AND MENTAL JOB QUALIFICATIONS	2
REASONABLE ACCOMMODATION TO PHYSICAL AND MENTAL LIMITATIONS	4
ANTI-HARASSMENT PROCEDURES	4
EXTERNAL DISSEMINATION OF POLICY, OUTREACH, AND POSITIVE RECRUITMENT	4
ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS	6
INTERNAL DISSEMINATION OF POLICY	7
AUDIT AND REPORTING SYSTEM	8
RESPONSIBILITY FOR IMPLEMENTATION OF THE PLAN	8
AFFIRMATIVE ACTION TRAINING	12

Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program (“AAP”) for the year from February 1, 2023 through January 31, 2024, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-741.44(a)

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

GRW provides for an audit and reporting system regarding GRW’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

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

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW's establishment.

Review of Personnel Processes

41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
 - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

Review of Physical and Mental Job Qualifications

41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this

schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

Reasonable Accommodation to Physical and Mental Limitations
41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-741.44(e)

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 60-741.44(f)

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
 - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
 - iii. the Department of Veterans Affairs Regional Office nearest GRW’s establishment (www.va.gov);
 - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (www.earnworks.com);
 - v. local Employment Network (“EN”) organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (www.yourtickettowork.com/endir);
 - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
 - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
 - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on GRW’s premises, with representatives from recruiting sources. GRW’s facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW’s selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW’s official in charge of GRW’s AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
 - iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
 - iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.
 - v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov/>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
 - vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.
 4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-741.44(g)

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. GRW implements and disseminates this policy internally as follows:
 - a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and
 - b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:
 - a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
 - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
 - c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;
 - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;
 - e. discusses the policy thoroughly in both employee orientation and management training meetings;
 - f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and
 - g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

Audit and Reporting System

41 C.F.R. § 60-741.44(h)

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

41 C.F.R. § 60-741.44(i)

1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Jennifer Dixon or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
- f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).
- g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
- h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
- j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
 - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
 - iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

- i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.
- ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.

- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.
- j. Show support for GRW's AAP.

Affirmative Action Training

41 C.F.R. § 60-741.44(j)

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

EXHIBIT D

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

From: [Hammer, Chris](#)
To: [Tiffany Rank](#)
Cc: [Jacobs, Mike](#); [Gunselman, Nick](#); [Emily Epperson](#)
Subject: RE: RFP# 41-2023 Town Branch Dewatering Pump Station Improvements Design
Date: Thursday, November 9, 2023 8:49:56 AM
Attachments: [image001.png](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Tiffany,

Yes, the structural component will be completed within the submitted price. I apologize for the oversight.

Chris Hammer, PE

President, COO

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

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From: Tiffany Rank <tiffanyr@lexingtonky.gov>

Sent: Thursday, November 9, 2023 8:43 AM

To: Hammer, Chris <CHammer@grwinc.com>

Cc: Jacobs, Mike <MJacobs@grwinc.com>; Gunselman, Nick <NGunselman@grwinc.com>; Emily Epperson <eepperson@lexingtonky.gov>

Subject: RE: RFP# 41-2023 Town Branch Dewatering Pump Station Improvements Design

Hi Chris,

I didn't confirm with you that subbing the structural would be completed within the price you have proposed.

Tiffany Rank, P.E.

Plant Engineering Manager

Division of Water Quality

859-425-2406

859-327-9993 Cell

tiffanyr@lexingtonky.gov



LEXINGTON

From: Hammer, Chris <CHammer@grwinc.com>

Sent: Thursday, November 9, 2023 8:26 AM

To: Tiffany Rank <tiffanyr@lexingtonky.gov>

Cc: Jacobs, Mike <MJacobs@grwinc.com>; Gunselman, Nick <NGunselman@grwinc.com>; Emily Epperson <eepperson@lexingtonky.gov>
Subject: RE: RFP# 41-2023 Town Branch Dewatering Pump Station Improvements Design

You don't often get email from chammer@grwinc.com. [Learn why this is important](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Tiffany,

GRW would be glad to subcontract the structural design component for this project. On recent wastewater projects, GRW has subcontracted structural evaluation and design to Cornerstone Engineering, Inc. and would propose the same for the Town Branch Dewatering Pump Station Improvements project. We had a meeting with Cornerstone yesterday to discuss the potential project and they are glad to join our team. Also, Cornerstone is certified as an MBE on LFUCG's Minority Business Enterprise Program.

Chris Hammer, PE

President, COO

GRW | engineering | architecture | geospatial

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From: Tiffany Rank <tiffanyr@lexingtonky.gov>

Sent: Monday, November 6, 2023 11:29 AM

To: Hammer, Chris <CHammer@grwinc.com>

Cc: Jacobs, Mike <MJacobs@grwinc.com>; Gunselman, Nick <NGunselman@grwinc.com>; Emily Epperson <eepperson@lexingtonky.gov>

Subject: RFP# 41-2023 Town Branch Dewatering Pump Station Improvements Design

Chris,

On November 1, 2023, a Selection Committee met to discuss the Proposals for the Town Branch WWTP Dewatering Pump Station Improvements Design. Your firm is being strongly considered for the design of the pump station improvements. There is an area of concern within your submittal and that is the structural design component.

Due to the structural design issues that your firm has experienced recently, LFUCG has concerns, would you consider subcontracting this work? If you agree to this requirement, please respond to this E-Mail with the structural firm/person that you will be using to complete the work. This will need to be completed within the current fee that you have provided within your response to RFP# 41-2023.

Your response is needed by Noon, November 9 to finalize our decision before Council goes on break.

Thank You,

Tiffany Rank, P.E.

Plant Engineering Manager

Division of Water Quality

859-425-2406

859-327-9993 Cell

tiffanyr@lexingtonky.gov



LEXINGTON