

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 21, 2024, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and WEBSTER ENVIRONMENTAL ASSOCIATES, 13121 Eastpoint Park Blvd #E, Louisville, KY 40223 (CONSULTANT). OWNER intends to proceed with the project as described in the attached Exhibit A, "RFP #51-2023 RFQ for ODOR CONTROL MASTER PLANNING". The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports, deliverables, design documents and construction management as described in Exhibits A and C, detailing the broad responsibilities of 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 objectives described in attached Exhibit A "RFQ for Odor Control Master Planning; RFP #51-2023" (including all associated Appendices and Addendums), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT'S response to RFP #51-2023), 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 one (1) pdf copy of all initial draft final work products for this **PROJECT** to the email distribution list provided by the **OWNER** Project Manager.
- 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 revised final work products on the project document management portal. If the project document management portal is not functional on the revision posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) and one (1) pdf version via email to the **OWNER** Project Manager. The **OWNER** shall have ten (10) business days within which to accept or deny each such revision. If accepted, the revision shall become final. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts a revision as final, one (1) pdf version shall be emailed to the **OWNER** Project Manager with same final pdf versions emailed to the distribution list provided by the **OWNER** Project Manager.
- 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 ten (10) 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 work products or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work is not considered "Extra Work" because the requested effort is consistent with work previously authorized by an executed Task Order and shall be paid in a manner consistent with any new Task Order issued under this contract.

- 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 A for the projected duration of services and Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the initial 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 and applicable approved Task Orders 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 an issued Task Order within ninety (90) days of the time specified by the Task Order, **OWNER** shall have the option of cancelling the 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 ten (10) 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 an approved Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the 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 issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT A**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT C** or as amended in accordance with provisions of **EXHIBIT D**.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

### **5.2. Times of Payment**



**5.2.1.** **CONSULTANT** shall submit monthly statements for Basic Services and any approved 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. The **CONSULTANT** will be required to clearly document, in writing, what portion of the requested fee is compensation for an DBE subcontractors working on the **PROJECT**. **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:

**Coverage**

**Limits**

General Liability

\$1 million per

(Insurance Services Office Form CG 00 01)	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**

Webster Environmental Associates, Inc

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

BY: *Jim Ross*  
*Jim Ross, President*

ATTEST:

*Deputy* *Mackenzie Stock*  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Jim Ross*, as the duly authorized representative for and on behalf of *Webster*, on this the *7th* day of *February*, 2024.

My commission expires: *4/10/2027*.

*Grant Thompson*  
NOTARY PUBLIC



**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES  
AND RELATED MATTERS  
RFP#51-2023**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #51-2023 RFQ for Odor Control Master Planning** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 11, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

## 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.

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Signature

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Date

## **SELECTION CRITERIA:**

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 20
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 20

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

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

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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



**Bidders**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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



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

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

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

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

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

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

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

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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

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



**LFUCG MWDBE PARTICIPATION FORM**

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

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

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

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

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

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

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

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



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

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

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

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

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

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **GENERAL PROVISIONS**

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

## **FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most

current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

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

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### **DEFAULT**

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

**Scope of Services RFP #51-2023  
Request for Qualifications (RFQ) and Hourly Rates for  
2024 - 2029 Odor Control Master Planning  
Lexington-Fayette Urban County**

**Background**

Over the last several years, the Lexington-Fayette Urban County Government (LFUCG) has experienced escalating sanitary sewer odor complaints. Complaints occur year-round but escalate dramatically between the months of August and November. Complaints often focus on the two wastewater treatment plants but can also be attributable to the collection and conveyance system due to long detention times in the system. Relevant facts about LFUCG's sanitary sewer system are listed in Appendix A.

**Goals and Objectives**

LFUCG is focused on developing and implementing a continuously proactive odor control program that ensures the following:

1. That the air quality treatment control processes we are currently using are working effectively.
2. That the program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities.
3. That performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained.
4. That program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved.

The following questions, once examined, should also be incorporated into the long-term plan as applicable.

1. Are seasonal temperature inversions contributing to the escalation in complaints and are there programmatic changes that can be implemented to mitigate the impact?
2. What changes can be made to the collection and conveyance system that mitigate the impact of seasonal low flows at the treatment plants and large pumping stations?

**It is Lexington's intention to select a professional team of engineers and scientists that can help Lexington achieve its sewer odor control goals and objectives. Selection of this team will be qualifications based, so the proposer is strongly encouraged to demonstrate practical experience in meeting the stated goals and objectives. The proposer's estimate fee for providing design, bidding assistance and construction management services for fast-track capital improvements, as described in Appendix B, will also be a contributing factor in recommending award.**



## Odor Risk Summary

Responses to this RFQ should be responsive to the stated goals and objectives and describe, in greater detail, how the responder would be responsive to the site-specific odor risks discussed below:

**Site Specific Risk # 1**  
**Town Branch WWTP**  
**301 Jimmy Campbell Lane**  
**(Refer to Exhibit 1)**

Odor control in the form of activated carbon is provided at five locations within the campus:

- Headworks – Calgon Type IVP granular activated carbon unit, in service for approximately 25 years.
- North Primaries – ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- South Primaries - ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- Scum Facility - ECS Environmental Solutions, no model name plate, 1500 CFM. unit in service for approximately 6 months.
- Gravity Thickeners - ECS Environmental Solutions VX Carbon Adsorber unit in service for approximately 4 years.

The plant is largely surrounded by industrial property but does have two residential neighborhoods located within a mile radius of the facility. The closest residential unit is less than 500 feet away from the aeration basins. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the solids processing building.
5. Complete an odor risk assessment for the primary effluent pump station discharge channel.
6. Other investigations and analysis as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the North and South Primaries odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a “weak link” in providing improved performance in 2024.

**Site Specific Risk #2**  
**West Hickman WWTP**  
**272 West Hickman Plant Road**  
**Nicholasville, Kentucky**  
**(Refer to Exhibit 2)**

Odor control in the form of activated carbon is provided at two locations within the campus:

- Headworks – Dual ECS units, in service for approximately 3 years
- Gravity Thickeners – Dual Calgon units, in service for over 25 years

Odor control in the form of wet scrubbers is provided at two locations within the campus:

- Aerated Sludge Holding (ASH) tanks- Siemans LP-3500 wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is no longer functioning as a dual stage caustic / chlorine scrubber.
- Solids Processing - Siemans LP-7080-XL wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is also no longer functioning as a dual stage caustic / chlorine scrubber.

The plant is located in a rural area that continues to experience residential growth. The closest residential unit is now approximately 1,000 feet away from the Solids Processing Building. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the recycle pump station.
5. Other analysis and investigations as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the gravity thickener and ASH tank odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

**Site Specific Risk #3**  
**Town Branch WWTP Service Area Hot Spots**  
**(Refer to Exhibit 3)**

Odor complaints in the Town Branch WWTP service area come from multiple sources but three specific areas are considered hot spots requiring unique attention.

1. Townley neighborhood – constructed in the last 20 years, odor complaints from this neighborhood are most attributable to its proximity to the WWTP. Odor risk abatement is believed to WWTP driven with minimal risk of cross connections within the collection system.
2. Meadowthorpe neighborhood – the neighborhood dates back to the 1940's, with homes originally served by on-site septic systems. Public sewers were installed in the 1970's. Proximity to the treatment plant is a concern but, given the post development installation of public sewers, the existence of improper sewer connections should be investigated in addition to odor control improvements at Town Branch WWTP.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Meadowthorpe neighborhood.

3. Lisle Industrial / Forbes Road Industrial Area – multiple parcels within this area are not listed as having public sewer service and the city does not fully understand if and how sanitary sewer service exists for these structures. A better understanding of how these buildings function is necessary to validate their potential contribution to odor complaints.

The consultant will be required to coordinate assessments of all occupied parcels currently not connected to the public sewer system.

**Site Specific Risk #4**  
**Cumberland Hill and Woodfield Neighborhood Collection System**  
**(Refer to Exhibit 4)**

Odor complaints in the West Hickman WWTP service area come from multiple sources but two specific areas are considered hot spots requiring unique attention.

1. Woodfield neighborhood – multiple addresses near Hobbs Way and Forest Lake Drive have reported odor issues in 2023. On at least two separate occasions, state air quality inspectors using Nasal Ranger equipment have detected odor exceeding the secondary ambient air quality standard. This neighborhood has been constructed in the last 20 years, odor complaints from this neighborhood are likely most attributable to its proximity to the WWTP but cross-connection potential should not be ruled out.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Woodfield neighborhood.

2. Cumberland Hill neighborhood – multiple addresses in the 900 block of Charwood Drive have reported odor issues in 2023. Over the years, Cumberland Hill has had an extensive history with odors, likely due to their proximity to West Hickman WWTP and the West Hickman 1 Trunk Sewer. This neighborhood was developed over 25 years ago, odor complaints from this neighborhood could be attributable to a variety of sources.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Cumberland Hill neighborhood. The selected consultant will also be tasked with evaluating the feasibility of installing “P traps” on the 8-inch collector sewers serving the neighborhood.

**Site Specific Risk #5  
West Hickman 1 Trunk Sewer System  
(Refer to Exhibit 5)**

The West Hickman 1 Trunk Sewer System is the primary sewer trunk upstream from West Hickman WWTP. It receives flow from two Class A pumping stations and a gravity service area of nearly 870 acres. Aside from the West Hickman WWTP, this trunk sewer system and the pumping stations directly discharging to it are potentially the greatest source of odors impacting densely populated areas between Man O War Blvd. and the plant.

Lexington is concerned that this trunk sewer “breathes” in such a way that odors escape multiple points and becomes trapped in the valley beginning at the plant and extending upstream. The selected consultant will be required to evaluate this “theory” and provide recommendations of how to maintain a negative pressure on the system to the point of delivering odorous air to a treatment point.

**Site Specific Risk #6  
Various Class A Sanitary Pump Stations  
(Refer to Exhibit 6)**

The following Class A pump stations have the most “history” as odor sources and/or odor generators. A complete list of Lexington pump stations is provided as Exhibit 6.

Pump Station	Address	Station Odors	ARV / Discharge Odors
East Hickman	3316 Buckhorn Drive	X	X
Lower Town Branch	3231 Leestown Road	X	
South Elkhorn	2500 Bowman Mill Road	X	X

The consultant will be tasked with evaluating the odor contribution of these stations with the primary early emphasis on chemical treatment of station effluent and its impact on air release valve discharges for all Class A sanitary pumping stations.

**Site Specific Risk #7**  
**Key Sanitary Manhole Carbon Inserts Locations**  
**(Refer to Exhibit 7)**

Lexington has historically utilized CHEMTREAT as an odor control method at key manholes and air release valves (ARVs). The current list of these locations is provided in Exhibit 7. The origin of this list is uncertain and is assumed to be complaint driven.

The consultant will be tasked with evaluating each of these sites and examining:

- The likely purpose of treating each location.
- The viability of continued treatment of each location.
- The benefit of adding or relocating treatment locations.
- Alternative treatment options for each location.

**Other Odor Risk Factors Requiring Evaluation**

During the fall of 2023, Lexington staff engaged numerous citizens who are experiencing either occasional or frequent sewer odor problems. Those engagements led to questions that remain unanswered because they require more detailed evaluation. In addition to work associated with the Site-Specific Risk locations described above, the consultant will be tasked with evaluating and responding to the following questions.

1. If low flows and the lack of rain are the root cause of seasonal odor complaints, why doesn't the city add more fresh water to the sewer system by:
  - a. Purchasing water from Kentucky American Water Company (KAWC) and adding it at key locations during key times of the day?
  - b. Working with KAWC to integrate the hydrant flushing program with adding fresh water to the system?
  - c. Sending reclaimed plant effluent back up into the system to augment low flows?
2. How does typical fall weather impact the escalation of complaints?
  - a. What can be done at the treatment plants to overcome the impacts of temperature inversions?
  - b. Are exhaust stacks too low and trapping odor in the valleys when winds subside and the surface temperature cools at night?
  - c. Can odorous air be stored at night and then treated for release during the warmer daylight hours?
3. What is the odor impact of pump station discharges, are pumps stopping and starting so frequently that the air release valves are constantly discharging odorous air?
4. How is Lexington adding chemicals at key pump stations and is it effective in reducing / preventing odors?

### **Odor Control Communication Plan**

Working with Lexington's Government Communication staff, the consultant will be expected to participate in the development of an Odor Control Communications Plan.

### **Minimum First Year Meetings and Presentations Schedule**

1. One in person system orientation / project kick-off session (one to three day period).
2. Monthly virtual progress meetings with Division of Water Quality staff.
3. Four (4) recorded project update presentations suitable for posting on YouTube.
4. Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

### **Fee Considerations**

- Fees for services rendered under the executed contract should be based on the fee schedule provided with the proposal.
- Consultant travel cost is capped at \$250 per day per team member and is applicable only to those team members located more than 100 miles from Lexington. Coach air fare costs will be approved on a case-by-case basis. Expenses above the cap are the responsibility of the consultant. Lexington reserves the right to limit the travel of team members who are not substantively contributing to a specific outcome.
- A travel budget for Lexington team members will be established during the contract award phase. The purpose of this budget will be to make site visits, when necessary, to better understand applicable technology used by other odor generating facilities.

### **List of Exhibits**

1. Town Branch WWTP layout
2. West Hickman WWTP layout
3. Collection System Map – Meadowthorpe and areas in direct proximity to TW WWTP
4. Collection System Map – Woodfield and Cumberland Hill
5. West Hickman 1 Trunk Map
6. Key Class A Pumping Stations
7. Key Manhole Carbon Inserts List
8. Statement of hourly rates form
9. Task Order form

### **General Submittal Requirements**

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than forty – five (45) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (fifteen pages maximum)

- Provide an executive summary explaining why the team should be selected to provide services for this project, along with general information about the team (prime and subconsultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated Goals and Objectives stated in the advertisement. **Emphasis on the Project Manager’s experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.** Individuals offered as subject matter experts will be expected to actively participate in the success of the program. Substitution is lesser qualified individuals could lead to termination of the contract.
3. Project Team (fifteen pages maximum)
    - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
  4. List of Three (3) Clients for which similar work has been performed (one page maximum)
    - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.
  5. Four (4) Firm Reference Projects (eight pages maximum)
    - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
  6. Local Office (one page maximum)
    - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). **“Local office” shall be defined as being located in Fayette County Kentucky or a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties).**
  7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
    - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).
  8. Statement of Hourly Rates (one page maximum - format provided)
    - Provide detailed information regarding the hourly rate for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly

assigned to all position titles that are identified on the Project Team section. This hourly rates will be the fee basis for any additional work requested by LFUCG.

9. Lump Sum Fee Estimate Appendix B Scope (one page maximum)

**Contract Duration**

The contract term will be for 365 days as measured from the Mayor's signature date on the contract. There will be no more than four (4) annual renewals following the initial 365 day term. Renewals must be approved by the Urban County Council.

**Method of Invoice and Payment**

The Consultant shall submit monthly invoices for basic services or work rendered. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged and note the portion of the amount invoiced that is for work performed by a DBE subcontractor. The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

**Stop Work Notice**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing, and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

**Disadvantaged Business Enterprise (DBE) Notice**

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

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



are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalification submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

## APPENDIX A

Lexington's sanitary sewer system is a separate system (no combined sewers) serving a population of approximately 322,000 within a service area of 85 square miles. The service area includes two wastewater treatment plants serving eight geographic sewersheds.

Town Branch WWTP – 30 MGD organic capacity serving the following sewersheds

- Town Branch
- Wolf Run
- Cane Run
- North Elkhorn

West Hickman WWTP – 33.8 MGD organic capacity serving the following sewersheds

- West Hickman
- East Hickman
- South Elkhorn
- Boone Creek

The collection and conveyance system is composed of the following LFUCG maintained assets (all quantities are approximate):

- 1,320 miles of gravity sewer lines, 4-inch to 96-inch in size
- 69 miles of sanitary force mains, 2-inch to 36-inch in size
- 37,417 manholes
- 75 pumping stations
- Five (5) Wet Weather Storage (WWS) Complexes (tank / diversion pump station)
- One (1) WWS tank at Town Branch WWTP
- Two (2) WWS tanks at West Hickman WWTP

LFUCG wastewater pumping stations are divided into four (4) classes based on the pumping capacity. The numbers of wastewater pumping stations in each class are as follows:

- Class A – 3,000 GPM and greater (8 pumping stations)
- Class B – 1,000 GPM to 2,999 GPM (6 pumping stations)
- Class C – 75 GPM to 999 GPM (47 pumping stations)
- Class D – less than 75 GPM (14 pumping stations)

**APPENDIX B**  
**Professional Engineering Services**  
**West Hickman WWTP Solids Storage Odor Control**  
**Town Branch WWTP Primary Clarifier Odor Control**  
**Upgrades**

**Background**

Lexington's West Hickman Wastewater Treatment Plant (WH WWTP) is located at 645 W. Hickman Plant Road., Nicholasville, Kentucky. The plant has a history of odor complaints, likely due to its proximity to residential properties and the topography of the area.

Lexington's Town Branch Wastewater Treatment Plant (TB WWTP) is located at 301 Jimmy Campbell Lane, Lexington Kentucky and has also experienced an escalation in odor complaints.

Lexington is in the beginning stages of a system wide overhaul of its municipal wastewater odor control systems and has identified the West Hickman solids storage complex and the Town Branch primary clarifiers as productive early action projects for the near-term reduction in odor releases that generate complaints.

**WH WWTP Gravity Thickeners**



The existing gravity thickener odor control system is activated carbon installed around 1990 with 29,585 pound (max.) dual vessels containing Hetrion 922 resin. The condition of the carbon is unknown other than replacement for one vessel reportedly occurred about 18 months ago.

## WH WWTP Aerated Sludge Holding (ASH) Tanks



The ASH tanks came into service around 2002 but were not regularly used due to alleged odor issues. Two ASH tanks were equipped with aluminum covers around 2015, with odor control provided by a dual stage wet scrubber manufactured by Siemens Corporation. The dual stage design using bleach and caustic soda has been compromised and now the unit appears to be operating as a single stage using the Evergreen process provided by Source Technologies.

## TB WWTP Primary Clarifiers



The primary clarifiers at TB WWTP are configured as follows:

South Bank – units 1 thru 6  
North Bank – units 7 thru 12

The influent and effluent channels for each bank are covered with solid aluminum panels. Odorous air from each bank is collected and treated by one (1) ECS Environmental Solutions VX-4800 activated carbon unit (south bank in photo). Recent data collection has revealed that these units lack the capacity to effectively remove the hydrogen sulfide levels that exist under the channel covers.

The objective of this project is to design and install replacement equipment for the equipment identified above that is capable of reliably removing the expected hydrogen sulfide (H<sub>2</sub>S) levels. The target performance is to:

- Maintain a constant negative pressure on the covered tanks and channels,
- Collect 100% of the odorous air for subsequent treatment by an odor control system operating year-round.
- Be equipped with system performance measures (inlet and outlet hydrogen sulfide concentrations, pressure differentials, etc.) that can be easily monitored / recorded, at a minimum, on a daily basis.
- Achieve 99% removal of hydrogen sulfide.

Samples collected on November 28, 2023 recorded hydrogen sulfide levels at these locations.

Table 1

Location	H <sub>2</sub> S Concentration (ppm)
WH WWTP Gravity Thickeners	10
WH WWTP ASH Tanks	29
TB WWTP N Primaries	36
TB WWTP S Primaries	31

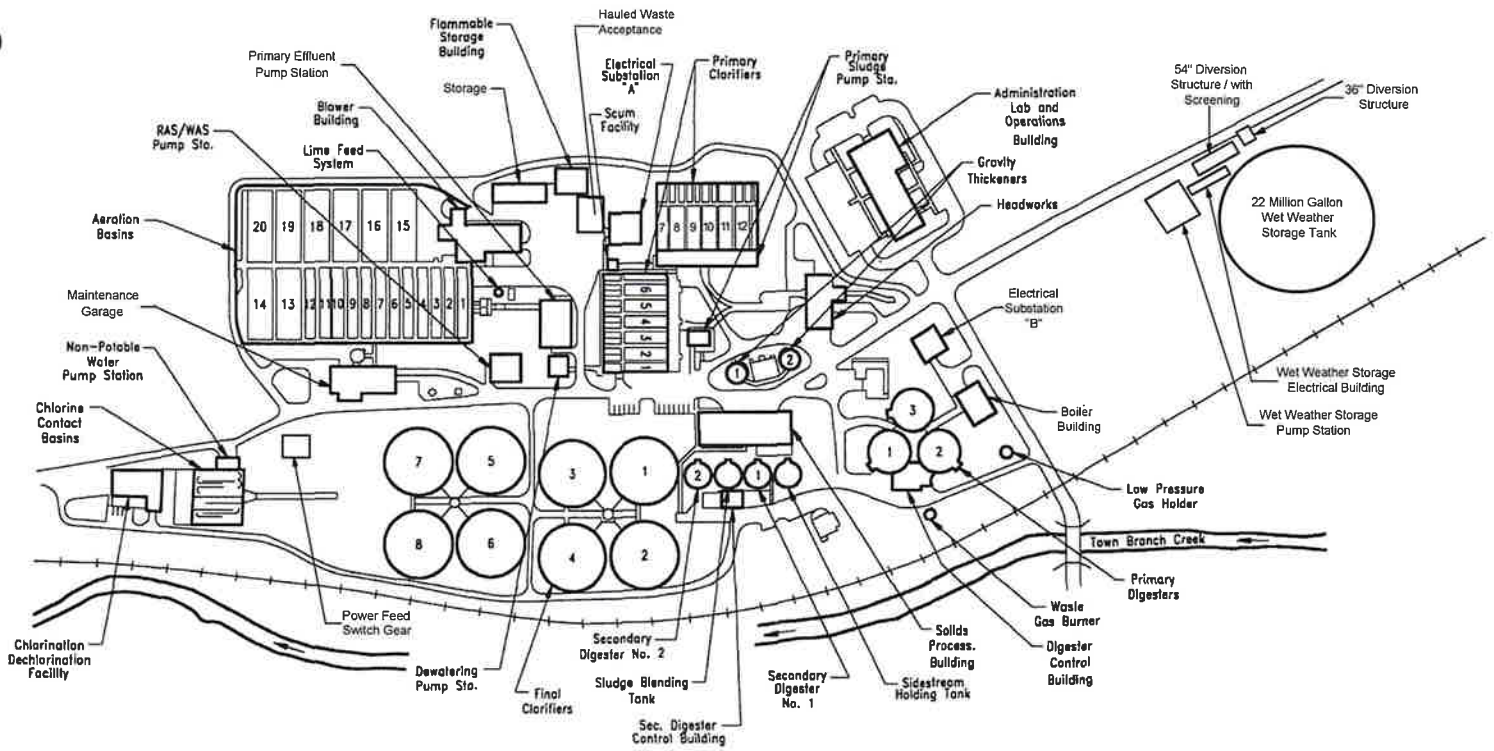
The original design criteria for the N and S Primaries contained both an average and peak loadings recorded in 2021.

- B. Performance Requirements:** Provide two systems which shall be designed for the following operating conditions and shall meet the following performance criteria:
1. Maximum air flow rate: 4,800 cfm each.
  2. Average inlet H<sub>2</sub>S concentration: 38 ppm.
  3. Peak inlet H<sub>2</sub>S concentration: 257 ppm.
  4. Minimum removal efficiency: 99.0% removal of H<sub>2</sub>S, 90% removal of odor units (OU).

## Scope of Services

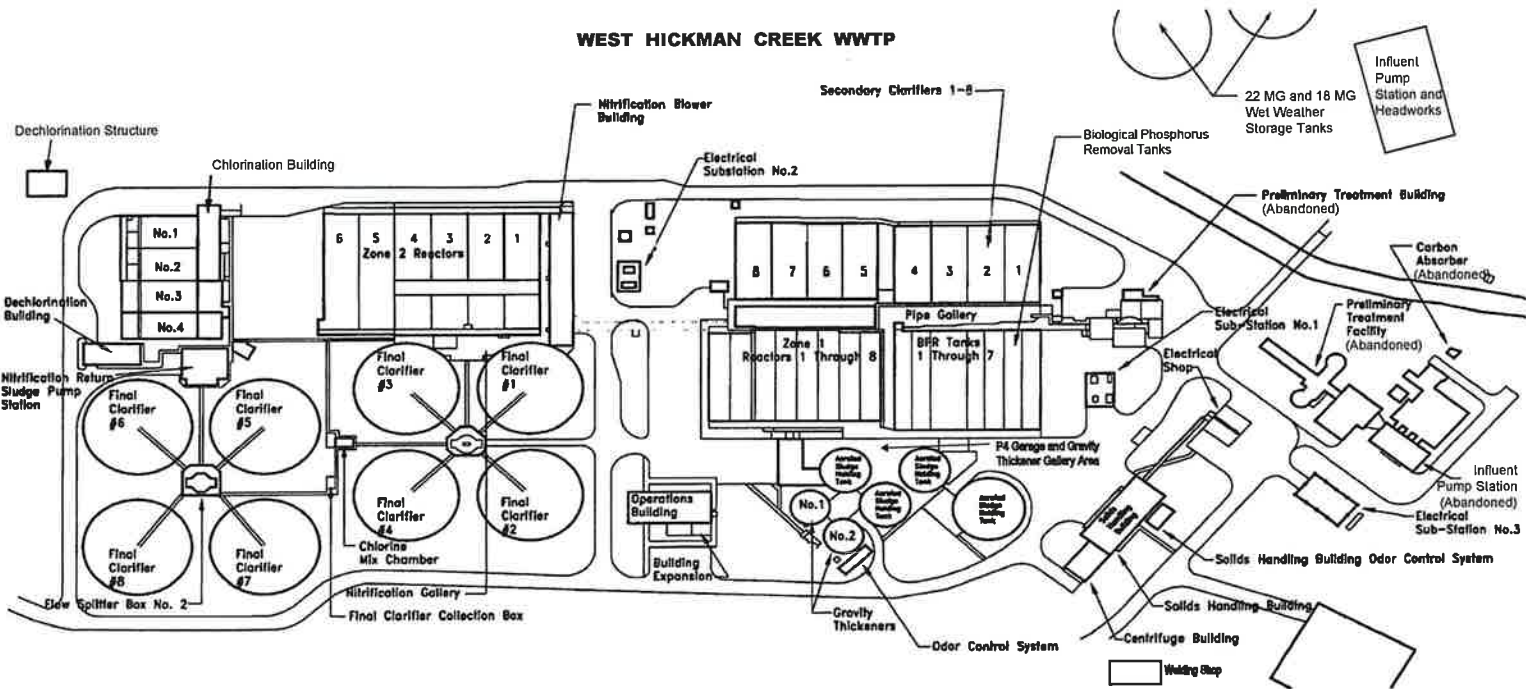
1. **TASK 1:** Meet with the project team to develop and refine a project approach strategy that should include:
  - a. Completing a thorough review of available record drawings to establish baseline operational data.
  - b. Completing geometric measurements to verify that record drawing data matches actual field conditions.
  - c. Reviewing any additional sampling results obtained by LFUCG.
  - d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H<sub>2</sub>S and 90% removal of odor units (OU).
  - e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.
  
2. **TASK 2:** Using the letter report contents, the hourly rates provided in the Statement of Qualifications and direction provided by the DWQ project manager, execute all design, bidding and construction management services necessary for the installation of LFUCG approved odor control alternatives serving the four (4) locations listed in Table 1.

# TOWN BRANCH WWTP





# WEST HICKMAN CREEK WWTP





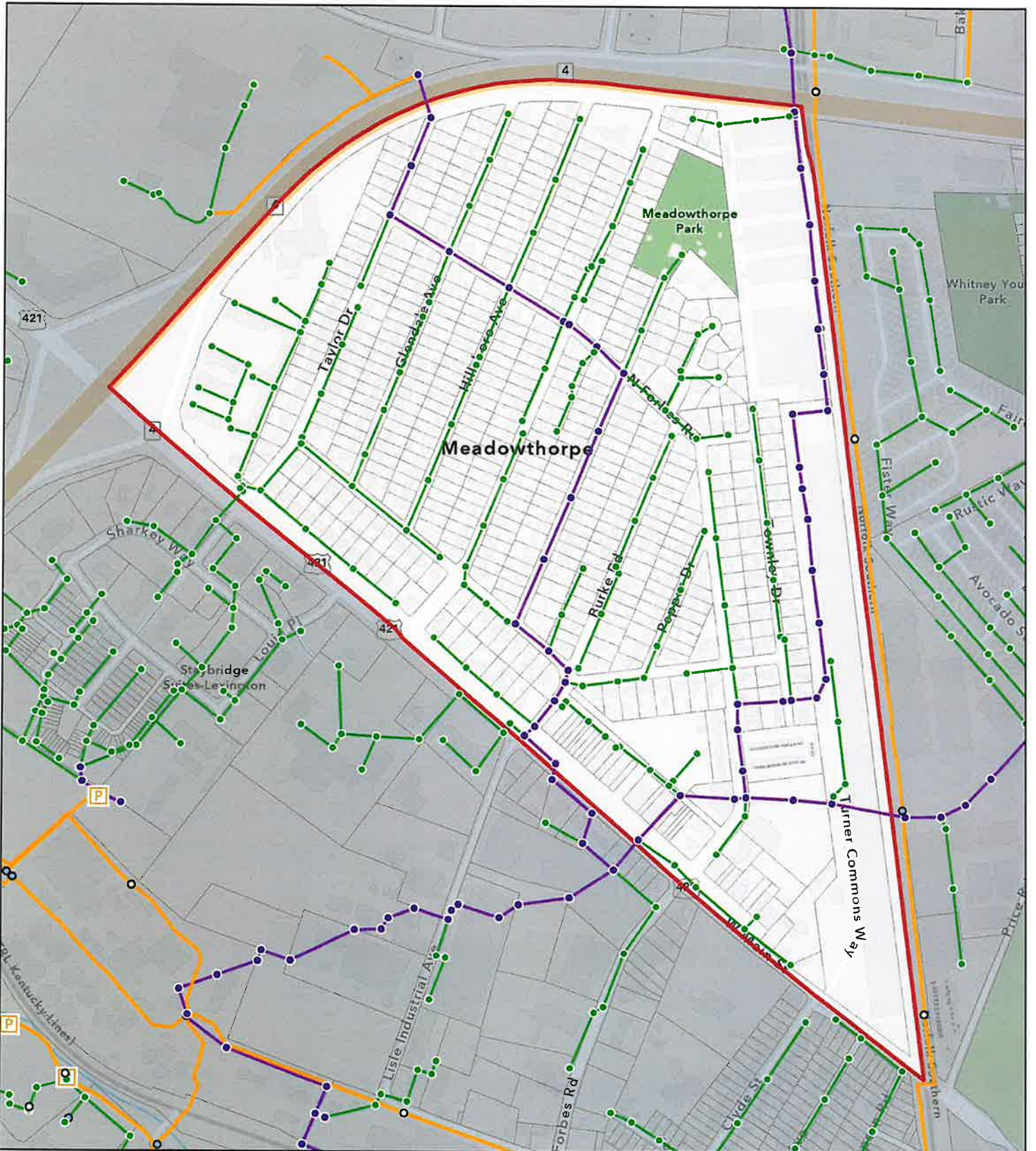


Exhibit 3

# Smoke Testing RPQ Areas

**Project Area:** Meadowthorpe Neighborhood (267 Acres)

— Collection Pipe — Trunk Sewer — Force Main



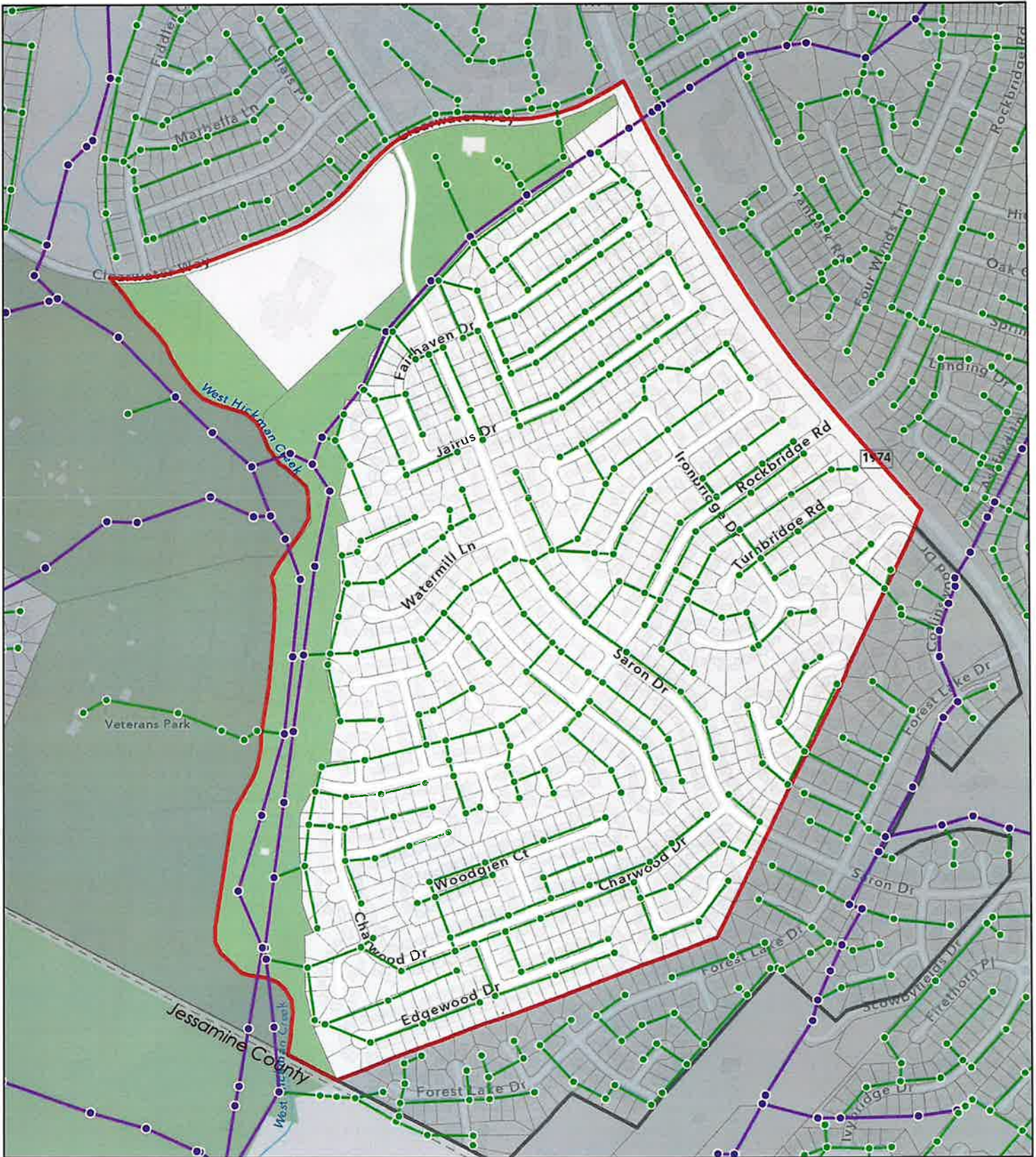


Exhibit 4

## Smoke Testing RPQ Areas

Project Area: Cumberland Hill Neighborhood (296.9 Acres)

— Collection Pipe — Trunk Sewer



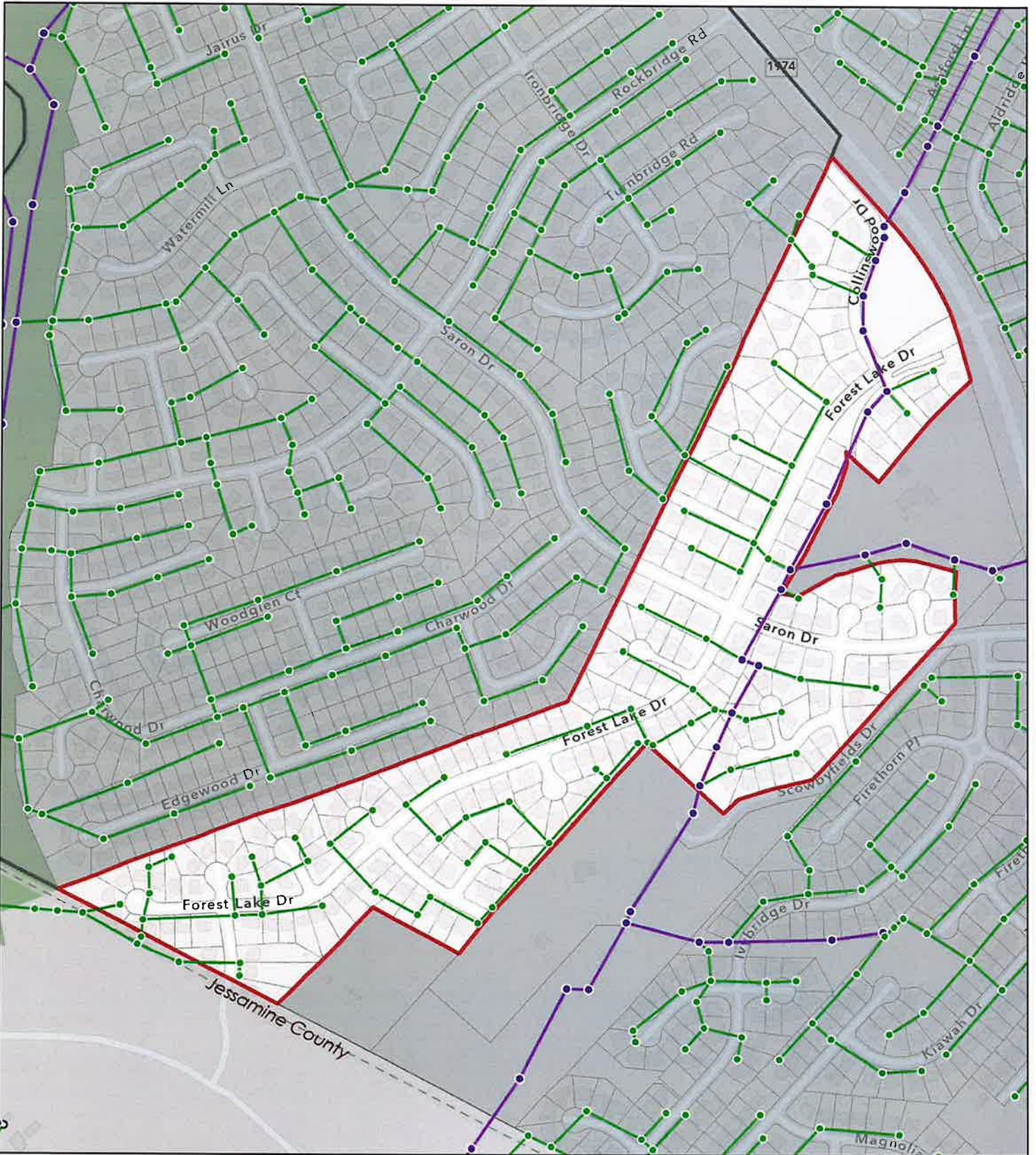


Exhibit 4

## Smoke Testing RPQ Areas

Project Area: Woodfield Neighborhood (72 Acres)

— Collection Pipe — Trunk Sewer



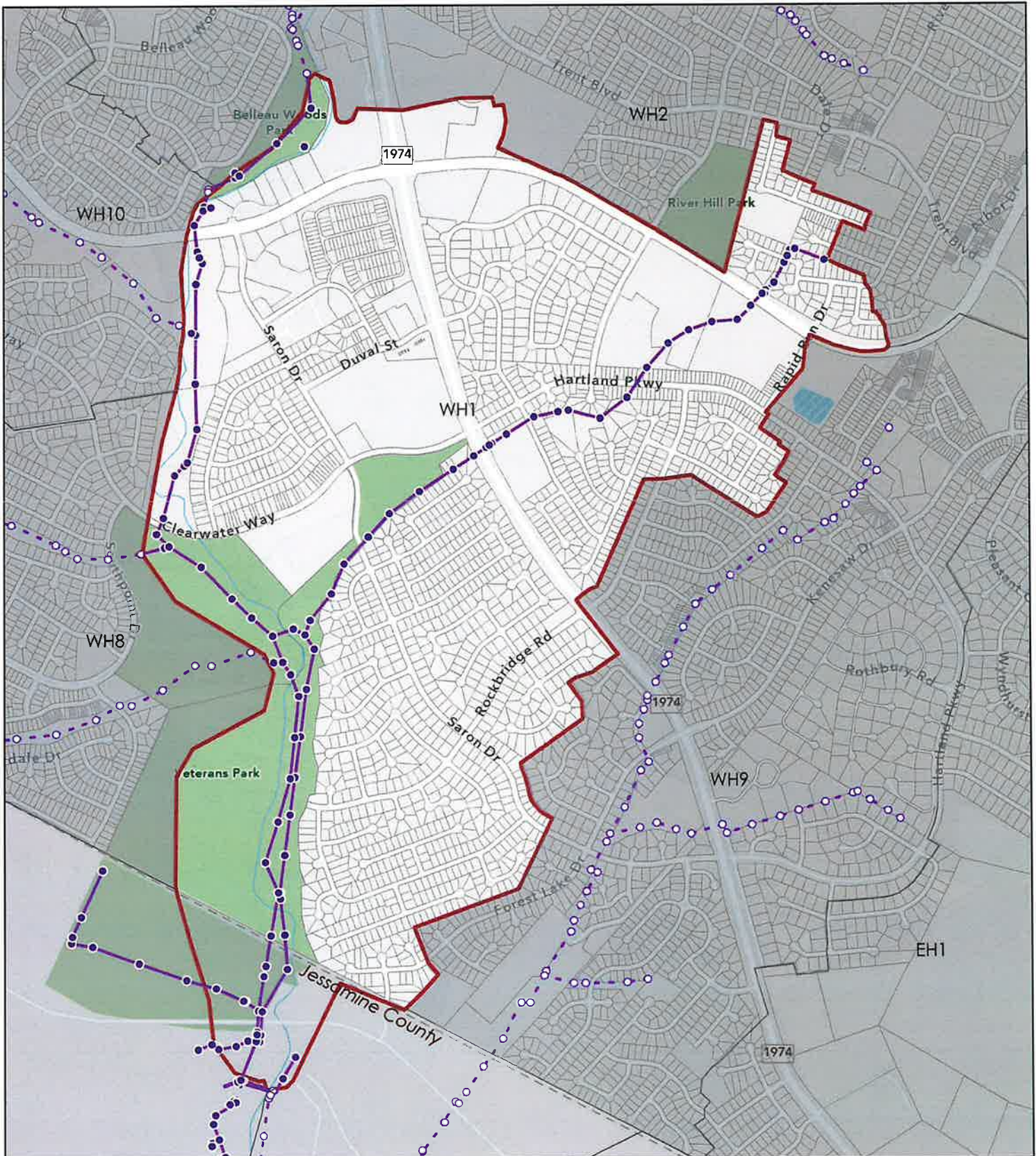


Exhibit 5

# Smoke Testing RPQ Areas

## West Hickman 1 Sewershed (871.1 Acres)

— WH1 Trunk Sewer    - - - Other Trunk Sewer

### Connected Sewersheds in Total Acres

East Hickman:	7,511.9
South Elkhorn:	7,332.2
West Hickman:	11,519.6
<b>Total:</b>	<b>26,363.7</b>

EXHIBIT 6

2023 SORP  
List of Pumping Stations  
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
1	ARMORY	4309 AIRPORT RD	D	1996
2	*ARMSTRONG MILL ROAD	2755 ARMSTRONG MILL RD	B	1984
3	BAKER COURT	1331 BAKER CT	D	2019
4	BLUE SKY	801 UNITED CT	C	2014
5	BLUEGRASS FIELD	1031 AIR FRIEGHT DR	B	2011
6	BOONESBORO MANOR	5835 Athens Boonesboro RD	D	2016
7	BRACKTOWN	210 BETTY HOPE LN	C	2008
8	CISCO ROAD	109 CISCO RD	D	2002
9	CLAY'S MILL	3330 CLAY'S MILL RD	D	1990
10	DEEP SPRINGS	469 ANNISTON DR	B	2012
11	DXIE	1459 HUNTSVILLE DR	C	2012
12	DOTSON PROPERTY	2828 SPURR RD	C	2004
13	E43	1181 PROVIDENCE PLACE PKWY	A	2019
14	EAST HICKMAN	3316 BUCKHORN DR	A	2020
15	EAST HICKMAN	3316 BUCKHORN DR	WWS	2020
16	ELECTRONCS PARK	609 BIZZEL DR	C	1965
17	FINCASTLE	1711 CLAYS SPRING LN	C	1950's
18	GEORGETOWN FIRE	1136 FINNEY DR	C	1972
19	GOVERNMENT CENTER	200 E MAIN ST	C	1987
20	GREENBRIER #2	3592 WINCHESTER RD	C	1981
21	GRIFFIN GATE	1960 STANTON WAY	C	2011
22	GRINDER	4260 AIRPORT RD	D	1980
23	HALEY PIKE	4216 HEDGER LN	C	2009
24	HAMBURG PLACE	1936 PAVILION WAY	C	2014
25	HARBOR FREIGHT	1393 E. NEW CIRCLE RD	C	2007
26	HARTLAND #1	3630 TIMBERWOOD LN	C	2016
27	HARTLAND #2	2140 LEAFLAND PL	C	2023
28	HARTLAND #3	4904 HARTLAND PKWY	C	2023
29	HORSE PARK	4020 JOHN HENRY LN	C	2000
30	JOHNSON PROPERTY	1860 MILLBANK RD	C	2006
31	KEENELAND	4091 VERSAILLES RD	C	1991
32	LAKE TOWER	543 LAKETOWER DR	C	1976
33	LAKESHORE DRIVE	550 LAKESHORE DR	C	2023
34	LANDFILL #1	1765 OLD FRANKFORT PIKE	D	2002
35	LANDFILL #2	915 JIMMIE CAMPBELL DR	D	2002
36	*LEESTOWN INDUSTRIAL	168 TRADE ST	C	1983
37	LEXINGTON MANOR	850 BYARS AVE	C	1950's
38	LEXINGTONIAN ESTATES	3900 VERSAILLES RD	D	2007
39	LIBERTY ROAD	2101 LIBERTY RD	D	2019
40	LOUDON AVE	682 E LOUDON AVE	D	1989
41	LOWER CANE RUN	1760 MCGRATHIANA PKWY	A	1994
42	LOWER CANE RUN	1760 MCGRATHIANA PKWY	WWS	2017

Summary	
Class A Stations:	8
Class B Stations:	6
Class C Stations:	47
Class D Stations:	14
Wet Weather (WWS)	5
	80

Flow Rates	
Class A Station:	3000+ GPM
Class B Station:	1000-2999 GPM
Class C Station:	75-999 GPM
Class D Station:	0-74 GPM



2023 SORP  
List of Pumping Stations  
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
43	LOWER CANE RUN #2	2906 SULLIVANS TRCE	B	2006
44	LOWER TOWN BRANCH	3231 LEESTOWN RD	A	1999
45	MARSHALL	249 LONG BRANCH LN	C	2000
46	MCCUBBIN	526 MCCUBING DR	C	1980
47	MINT LANE	1510 MAN O WAR	B	1998
48	NORTH ELKHORN	2201 ELKHORN RD	A	2009
49	NORTH ELKHORN #2	2589 WINCHESTER RD	A	2014
50	OLD PARIS PIKE	2138 OLD PARIS RD	C	2001
51	OLD PARIS PIKE #2	2021 OLD PARIS RD	D	2009
52	PALOMAR HILLS	2232 SILKTREE CT	C	1987
53	PARADISE LANE	700 Wilderness Rd	D	2017
54	PICADOME	495 PARKWAY DR	B	2001
55	PIZZA HUT	2920 TATES CREEK RD	D	1986
56	RED MILE	1101 WINBAK WAY	C	2014
57	RESERVE	5399 TATES CREEK RD	C	2009
58	RIVER PARK	1419 TRENT BLVD	C	2023
59	ROLL CALL CENTER	1793 OLD FRANKFORT PIKE	C	1992
60	SANDERSVILLE ROAD	1673 JAGGIE FOX WAY	C	1994
61	SHADELAND	857 GLENDOVER	C	1964
62	SHARKEY PROPERTY	315 LISLE INDUSTRIAL AVE	C	2003
63	SHARON VILLAGE	1985 HAGGARD CT	C	2021
64	SOUTH ELKHORN	2500 BOWMAN MILL RD	A	2010
65	SPICEWOOD	253 CHESTNUT RIDGE DR	C	2000
66	SPINDLE TOP	2330 RESEARCH DR	C	2000
67	SPURR RD	9316 SANDERSVILLE RD	C	2006
68	ST. MARTINS	959 ST MARTINS AVE	C	1963
69	THOMPSON PROPERTY	2209 WALNUT GROVE LN	C	2001
70	TOWN BRANCH	335 JIMMIE CAMPBELL DR	C	2017
71	TRAFTON	150 TRAFTON ST	C	1988
72	TRANSIT CENTER	220 EAST VINE ST	C	1992
73	UPPER CANE RUN	750 NANDINO LN	WWS	2022
74	VAUGHAN	255 S FORBES RD	C	1996
75	WALNUT GROVE	3280 HATFIELD LANE	C	2009
76	WEST HICKMAN 7 WWS	2425 RICHMOND RD	WWS Pump Station	2019
	WEST HICKMAN 7 WWS	105 QUITON COURT	WWS	2019
77	WILDERNESS TRACE	535 WILDERNESS RD	C	2007
78	WOLF RUN	689 BYRD THURMAN	A	2014
79	WOLF RUN	1104 KILRUSH DR	WWS	2016
80	WOODBINE	525 WOODBINE DR	C	1980

\* New station currently under construction

## EXHIBIT 7

MANHOLE CARBON INSERTS				
	ADDRESS	# OF UNITS	MANHOLE ID #	VENDOR
1	Bowman Mill Road SEPS	1	SE1_5010	CHEMTREAT
2	Bowman Mill Road	1	SE09_ARV1	Inactive 2023
3	SE New	1	SE1_5009	CHEMTREAT
4	2405 Olde Bridge Lane	2	SE09_ARV2	Inactive 2023
5	2424 CreekView	1	SE1_684	CHEMTREAT
6	2424 CreekView	1	SE1_685	CHEMTREAT
7	4073 Palmetto Dr.	1	SE1_6508	CHEMTREAT
8	3980 Winthrop	2	SE09_ARV14	CHEMTREAT
9	4525 Grey Oak Ln	2	SE09_ARV20	CHEMTREAT
10	898 Fairhaven dr	1	WH1-266	CHEMTREAT
11	795 Jairus Drive	1	WH1_269	CHEMTREAT
12	3292 Eagle View Ln	1	EH4_1017	CHEMTREAT
13	161 North Eagle Creek Dr	1	EH4_55	CHEMTREAT
14	4011 Todds rd	1	EH6-482	CHEMTREAT
15	3881 Barnard dr	1	EH6-469	CHEMTREAT
16	716 Wilderness trace	1	WH7-878	CHEMTREAT
17	1669 Old Paris Pike	1	NE09_ARV9	CHEMTREAT
18	201 Price rd (tracks)	2	LCR_ARV8	Inactive 2020
19	401 Lafayette Pkwy	1	WR4_254	CHEMTREAT
20	601 West Third Street	2	NE09_ARV17	Inactive 2020
21	207 Legends Lane	1	NE09_ARV11	Inactive 2020

Updated 6/5/23DT

2024-2029  
 ODOR CONTROL MASTER PLANNING  
 EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
<b>Technician</b>	<b>Bob Jones</b>	<b>Tech III</b>	<b>\$100</b>	<b>EXAMPLE</b>
Project Manager				
Senior Engineer				
Engineer				
Sr. Environmental Scientist				
Environmental Scientist				
Technican				



2024-2029  
 ODOR CONTROL MASTER PLANNING  
 EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
GIS Technician				
Survey Crew				
Subcontractors				
Clerical				
Other				

The purpose of Exhibit 8 is to establish hourly rates to be used to complete Exhibit B and to complete other work issued via Task Order.

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**2024-2029 ODOR CONTROL MASTER PLANNING**  
**LFUCG RFP # \_\_\_\_\_ / RESOLUTION NUMBER \_\_\_\_\_**

---

**CONSULTANT**

**OWNER**

<b>Name</b>	<hr/>	Lexington Fayette Urban County Government
<b>Street Address</b>	<hr/>	125 Lisle Industrial Avenue, Suite 180
<b>City, State, Zip</b>	<hr/>	Lexington, KY 40511
<b>Contact Person</b>	<hr/>	Charles Martin
<b>Telephone</b>	<hr/>	859-425-2400
<b>Fax</b>	<hr/>	859-254-7787
<b>E-Mail</b>	<hr/>	<a href="mailto:chmartin@lexingtonky.gov">chmartin@lexingtonky.gov</a>

**Task Order Date:** 

---

**Task Name:** 

---

**Task ID:** 

---

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**2024-2029 ODOR CONTROL MASTER PLANNING**  
**LFUCG RFP # \_\_\_\_\_ / RESOLUTION NUMBER \_\_\_\_\_**

**FEE SCHEDULE**

	<b>TASK</b>	<b>ESTIMATED FEE</b>	<b>APPROVED BY</b>	<b>DATE</b>
1				
2				
3				
4				
	<b>TOTAL</b>			

**EXHIBIT B**

**CERTIFICATES OF INSURANCE**



WEBSERV-01

SNEWMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2024

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

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

<b>PRODUCER</b> Lexington (BCK) / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509	<b>CONTACT NAME:</b> Kimberly Pratt <b>PHONE (A/C, No, Ext):</b> (859) 685-6516 6516 <b>FAX (A/C, No):</b> (859) 685-6516 <b>E-MAIL ADDRESS:</b> kimberly.pratt@assuredpartners.com																					
<b>INSURED</b>  Webster Environmental Associates Inc. 13121 Eastpoint Park Blvd, Ste E Louisville, KY 40223	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Selective Insurance Company of America</td> <td style="text-align: center;">12572</td> </tr> <tr> <td colspan="2">INSURER B : Clearpath Insurance Company</td> <td style="text-align: center;">16273</td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Selective Insurance Company of America		12572	INSURER B : Clearpath Insurance Company		16273	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>S 1940389</b>	<b>5/11/2023</b>	<b>5/11/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>WC100-0009342-2023A</b>	<b>5/11/2023</b>	<b>5/11/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>2,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lexington-Fayette Urban County Government is listed as Additional Insured on Automobile Liability.

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Lexington-Fayette Urban County Government</b> 200 E Main St Lexington, KY 40507	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 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2024

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway Louisville KY 40223  License#: 2081754 WEBSENV-01	<b>CONTACT NAME:</b> Cheryll Clayton <b>PHONE (A/C, No, Ext):</b> 502-244-1343 <b>E-MAIL ADDRESS:</b> CClayton@higginbotham.com <b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Crum & Forster Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 44520

**COVERAGES**                                      **CERTIFICATE NUMBER: 209624104**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 10,000 Ded <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-144160	6/8/2023	6/8/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EXBIND2324	6/8/2023	6/8/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Errors &amp; Omissions Liability</b> Retro Date: 12/10/20		Y	EPK-144160	6/8/2023	6/8/2024	Per Claim Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Lexington-Fayette Urban County Government is included as Additional Insured with respects to General Liability, as per written contract.

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government 200 E Main St Lexington KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



**LEXINGTON**

**RFP-51-2023**

**Webster Environmental Associates Inc.**

**Supplier Response**

**Event Information**

Number: RFP-51-2023  
Title: Odor Control Master Planning  
Type: Request for Qualifications  
Issue Date: 12/8/2023  
Deadline: 1/11/2024 02:00 PM (ET)

**Contact Information**

Contact: Brian Marcum  
Address: Central Purchasing  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

## Webster Environmental Associates Inc. Information

Contact: Grant Thompson  
Address: 13121 Eastpoint Park Blvd  
Louisville, KY 40223  
Phone: (502) 253-3443  
Email: grant.thompson@odor.net

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jim Ross

*Signature*

*Submitted at 1/10/2024 10:44:46 AM (ET)*

jim.ross@odor.net

*Email*

## Response Attachments

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### LFUCG\_OdorControlMasterPlanning\_RFP51-2023\_WEA-Proposal.pdf

Proposal from Webster Environmental Associates, Inc. in response to RFP-51-2023 Odor Control Master Planning.





PROPOSAL FOR  

---

ODOR CONTROL  
MASTER PLANNING  
RFP #51-2023

JANUARY 2024



TETRA TECH

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January 11, 2024

Lexington-Fayette Urban County Government  
Brian Marcum - Central Purchasing  
200 East Main Street  
Lexington, KY 40507  
859.258.3320  
brianm@lexingtonky.gov

 **RE: Request for Proposal #51-2023 Odor Control Master Planning**

To Whom it May Concern:

Webster Environmental Associates, Inc. (WEA) is pleased to submit the enclosed Proposal for the above referenced project. WEA is an engineering consulting firm that is devoted exclusively to odor control. Our current staff has completed over 800 successful odor control projects over the past 40 years and have over 100 years of combined experience. WEA's office is located next door in Louisville, KY, which will allow us to provide hands-on support throughout the project. Outside of WEA, there are only a handful of odor control experts in the country and no other reside in our state. We have the knowledge, experience, and expertise to solve your unique odor control problems.

We have teamed with Tetra Tech for this project, a leading water and wastewater treatment system design firm who has worked with Lexington on numerous projects over the past 40 years. Our Team combines WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of combined electrical engineering experience.

I will serve as the Project Manager and principal contact person on this project. I personally have experience with every existing odor control system at both plants and am ready to hit the ground running. I will be involved in every facet of the project. WEA is a hands-on consulting firm, we have our own equipment, conduct all our own field testing, and work on every project as a team. Herb Lemaster of Tetra Tech will serve as the project Design Manager. Herb has 30 years of engineering consulting experience with Lexington.

Thank you for giving us the opportunity to submit this proposal and we look forward to working with you. Please don't hesitate to contact me with any questions you may have.

Sincerely,



Jim Ross, PE  
President  
Webster Environmental Associates, Inc.  
jim.ross@odor.net  
502.422.9070 (mobile)







SECTION #1

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# Firm Qualifications



TETRA TECH

# FIRM QUALIFICATIONS

## EXECUTIVE SUMMARY

**WEBSTER ENVIRONMENTAL ASSOCIATES (WEA)** and **TETRA TECH** have been working on odor control projects together for 15 years. Our experience includes over 800 completed odor control projects and a staff with over 100 years of municipal odor control experience. Our team joins WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of electrical engineering experience.

Our team is local to Kentucky and has intimate knowledge of Lexington's facilities. WEA's office is in Louisville and has hands on experience with every odor control system at both plants. There are only a handful of odor control experts in the country and no other resides in our state. Tetra Tech's office is in Lexington and is a trusted consultant to LFUCG, having worked for the LFUCG for over 30 years. Magna Engineers is also located in Lexington and offers a strong track record in electrical design.

WEA has been conducting air sampling and testing, data analysis, and odor control system designs for municipal clients since 1981. Odor control engineering is all we do, every day. We have become world leaders in odor control engineering by providing personalized service, a unique understanding of the issues and creative solutions. We collect the required data and then develop innovative solutions that resolve the odor issues at the lowest possible capital and operating cost. We pride ourselves on staying current with the latest odor control technological advances and take great care to remain unbiased and completely independent when it comes to odor control equipment vendors and manufacturers. This allows us to select, size and recommend the system that best fits every situation.

As a recent example, WEA successfully designed Louisville MSD's first oxygen injection system to mitigate H<sub>2</sub>S and corrosion in the Ohio River Force Main (ORFM). This system has been in service for over two years now and has provided excellent performance. Additionally, WEA designed an air treatment system for an ARV on the ORFM that is

located at the Botanical Gardens parking lot. This system is also providing excellent performance. WEA would encourage LFUCG to visit these installations and speak to MSD staff about their performance.

WEA is a hands-on consulting firm. We have our own equipment and conduct all our own field testing. The experience we gain by being in the field is critical to the success of our projects. WEA has completed hundreds of odor control studies and designs for wastewater treatment facilities and collection systems across the country. We know what works and we also know what doesn't; our experience has taught us a thing or two over the years.

Our team will be utilizing air dispersion modeling for this project. We will be using AERMOD, which is the EPA preferred model for near field sources. We have two fully trained modelers on staff who have completed hundreds of models. Modeling will be used to predict the off-site odor impacts from each odor source and to evaluate odor mitigation alternatives. This allows us to identify the most efficient and cost-effective odor control solutions without spending more than is necessary. Modeling can also be used as an effective tool to convey odor control plans and efforts to the public.

Jim Ross, PE will serve as the Project Manager for this project. Jim has served as Project Manager for numerous odor control projects and is well known as an expert in his field, having spoken at local and national conferences. Jim is located in Louisville and will be intimately involved in this project. Bruce Koetter will also be involved in this project, bringing his 33 years of odor control experience as well as his familiarity with both plants.





## PROJECT BACKGROUND

LFUCG has experienced an increasing number of sanitary sewer odor complaints over the past several years. Complaints have occurred throughout the year but have escalated dramatically between August and November. The source of the odors are typically associated with the two treatment plants but are also likely associated with the collection system where long detention times are forming liquid sulfides, leading to the release of H<sub>2</sub>S and odors.

LFUCG is not alone in this experience. WEA has been working with clients across the country who have also seen a significant increase in odor complaints. Locally, Louisville MSD is currently also experiencing tremendous pressure related to odor complaints. Being a good neighbor requires more effort than it has in the past due to a less tolerant public toward odors. Public pressure can be overwhelming, and it is important to be able to develop and communicate a plan to the public that provides quick action and a long-term plan.

## OVERALL APPROACH

The team will assist LFUCG to develop and implement a proactive odor control program which effectively prioritizes odor sources and develops short-term and long-term solutions to mitigate those sources. Our overall approach ensures that the following LFUCG's goals and objectives are met:

***Objective #1- "Air quality treatment control processes we are currently using are working effectively."***

WEA has conducted hundreds of odor control system evaluations and has been asked to teach on this topic at the national WEFTEC conference (Ross, Jim P., "How to Conduct a Comprehensive Checkup on Your Odor Control System", WEFTEC Odor Control Workshop, New Orleans, LA, September 2016). We have all the equipment and expertise needed to effectively evaluate each system. WEA has hands-on experience with every odor control system at both plants.

Depending on the odor control technology, the evaluation of an odor control system can be quite detailed. However, in general, odor control systems are required to do two things- capture foul air and treat foul air. Therefore, effective odor control systems must do both (maintain a negative pressure at the odor source and provide excellent odor removal).

The effective capture of foul air is typically dependent on airflow which is determined during the original design. Therefore, if the original design parameters are correct, then the field-tested airflows can be simply compared to the original design to ensure that they match. However, WEA also recommends field testing to verify that the original design airflows are sufficient for maintaining a negative pressure at the source. Historically, this has been done using smoke testing but WEA prefers to now use differential pressure monitors which are widely available. The benefit of differential pressure monitors is that they measure and record pressure over a period of time which capture pressure data under differing conditions such as flow variations, hatches being opened/closed, or doors being opened/closed.

Testing the effective treatment of foul air is focused on the odor control equipment and generally includes measuring airflow, pressure across the fan, pressure across the media, H<sub>2</sub>S removal, and odor removal. This work has already begun under the emergency PO which helped to identify the early action items included in this RFP.

The existing odor control systems at the Town Branch and West Hickman WWTP's are currently comprised of two technologies- carbon adsorption and chemical scrubbing. These technologies have been around a long time and can be effective in the right application. However, the drawback to these is that carbon is quickly exhausted when H<sub>2</sub>S is moderate to high and chemical scrubbing requires the handling and storage of hazardous chemicals.



Odor Control System Testing Town Branch WWTP

**Objective #2- "Program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities."**

A proactive odor control plan is essential for staying ahead of the complaints. Our team will assist LFUCG with the development of this plan which would include the collection system and treatment plants.

On the collection system side, WEA can provide site-specific analysis and recommendations to ensure that odors are effectively treated. WEA is currently assisting Louisville MSD and the city of Jeffersonville, IN to evaluate their chemical feed programs. Both of these programs use calcium nitrate like LFUCG (Louisville uses Evoqua and Jeffersonville uses Aulick). Sharon Worley, PE heads this up who was a senior Engineer at Louisville MSD for nearly 30 years. This work includes:

- Development of an SOP
- Establishment of H2S limits at control points
- Evaluation of chemical dosages
- Evaluation of chemical effectiveness
- Review and input regarding vendor reports
- Prioritization of chemical feed locations
- Lab testing of chemical to verify composition

WEA also assisted Jeffersonville in developing an RFP to rebid their chemical feed program to tailor it to their needs. This work is helping these communities to catch small issues before they become big issues.

Assessing vulnerabilities in the collection system should also include the evaluation of equipment lifespan, encroachment due to development, and new facilities such as pump stations with their associated ARVs and discharge points. Low pressure sewer systems are also becoming more common in new developments and have their own set of potential odor concerns.

On the treatment plant side, odor control systems are notoriously forgotten about. Unfortunately, WEA often finds systems that are no longer operating as intended and end up requiring major repairs or replacement to get them up and running again. Therefore, a robust O&M program for the existing equipment is critical. Detailed maintenance records should be kept for each system, which helps to identify issues before the odor complaints start. Simple things like a broken fan belt, a frozen pipe, a non-greased bearing, etc...can lead to a major repair

and significant downtime. In addition to the O&M plan, the following should also be considered:

- Annual third-party odor control system checkup (WEA provides these services)
- Capital asset plan for replacement of systems nearing the end of their useful life
- Consideration of process changes at the plant
- Consideration of odor control in the design of new facilities
- Odor risk assessment of potential new developments

**Objective #3- "Performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained."**

There are many parameters that can be monitored on odor control systems, but the most critical would be to verify that the system is removing H2S and moving air.

WEA has experience designing multiple types of H2S monitoring systems. There are several manufacturers that offer systems, including Acrulog, Odalog, MSA, and Aztek. These instruments can be permanently installed and connected back to SCADA for continuous monitoring. They all require regular calibration and servicing and each system has its own pros and cons.

Variables to consider include H2S range, required accuracy, system pressure, distance from equipment, and electrical hazard classifications. The picture to the right is of an Acrulog H2S monitoring system that WEA designed for a two-stage odor control system in 2023.



Verification of airflow can be accomplished using a pressure switch, fan rotation sensor, or VFD monitoring.

**Objective #4- "The program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved."**

Public engagement and participation are critical factors to the success of this project. It is assumed that LFUCG will be the forward-facing entity in this process. Our team will work with LFUCG staff to develop an Odor Control Communications Plan.



Additionally, our team will provide the following as requested in this RFP:

- Four (4) recorded project update presentations suitable for posting on YouTube
- Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

Our team has experience presenting odor control plans in similar venues and understands the associated challenges. Information from the modeling is especially helpful in communicating to the public.

## SITE-SPECIFIC APPROACH

### Site Specific Risk #1- Town Branch WWTP


The odor control systems at the Town Branch WWTP are all carbon adsorption systems. A summary of each of the systems along with the performance results of recent H2S monitoring is included in the table below.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
Town Branch WWTP	ppm	%		years
Headworks OC Inlet	6.5	47.7	Carbon	25
Headworks OC Outlet	3.4			
S Primaries OC Inlet	20	94.0	Carbon (Regenerated)	2
S Primaries OC Outlet	1.2			
N Primaries OC Inlet	14	53.6	Carbon	2
N Primaries OC Outlet	6.5			
Scum Facil. OC Inlet	1.2	99.8	Carbon	0.5
Scum Facil. OC Outlet	0.002			
Thickeners OC Inlet	0.55	98.0	Carbon	4
Thickeners OC Outlet	0.011			
Primary Effluent PS	0.18	No Odor Control	No Odor Control	No Odor Control
Solids Building Exhaust	76 (fan off)	No Odor Control	No Odor Control	No Odor Control


In general, WEA typically does not recommend carbon adsorption when average inlet H2S concentrations are >5 ppm due to the need for frequent media replacement and/or regeneration. Higher concentrations tend to make biological technologies more cost effective. In this case, the North and South Primary systems are treating H2S concentrations much higher than 5 ppm and are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach to these two systems is to replace them with bioscrubbers. We have extensive experience designing biological systems so you can rest assured that we will do it right. Our team will also evaluate the feasibility of relocating the existing carbon systems to the West Hickman WWTP to replace the existing systems at the Thickeners which are similar in airflow and vessel size (additionally, the H2S monitoring recently conducted revealed concentrations much lower than the initial site visit, indicating that carbon may be a good fit for the WH Thickeners). If that is not feasible, then they may be able to be used as a second stage polisher to the bioscrubbers.

Our team will provide the following, specific actions

related to this site as outlined in the RFP:

 **1.** The installation of equipment monitoring that records inlet and exhaust H2S readings for all current and future odor control equipment.

Please see a detailed description of this task in our overall approach section.

 **2.** The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. WEA did the modeling for the Town Branch WWTP back in 2007, prior to the development of the land to the north of the plant. The results of that model indicate that the highest concentration of odor tended to migrate north. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.





**3.** Evaluate stack heights and their impact on each piece of equipment’s ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA’s experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This

is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

**4.** Complete an odor risk assessment for the solids processing building.

The Solids Processing Building does not currently have odor control. Additionally, the exhaust fan is off for the winter. Testing revealed high concentrations (76 ppm) of H2S in the centrifuge room which will escape from the building. This facility will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor.

**5.** Complete an odor risk assessment for the primary effluent pump station discharge channel.

The recent testing did not reveal this to be a significant source of odor. However, we are in cool weather, and it is assumed that this location could become much more odorous during warm weather. Testing should be conducted in the summer months to verify.

**6.** Other investigations and analysis as directed.


Our team will conduct other investigations and analysis as directed.

**Site Specific Risk #2- West Hickman WWTP**


The odor control systems at the Town Branch WWTP are comprised of two carbon adsorption systems and two chemical scrubbers. A summary of each of the systems, along with the performance results of recent H2S monitoring, is included in the table below. The Gravity Thickener and Aerated Sludge Holding (ASH) tanks systems are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach for the ASH Tank is to replace the chemical scrubber with a bioscrubber (located outside, likely to the east of the chemical scrubber building). As discussed previously, we have extensive experience designing biological systems so you can rest assured that we will do it right. The H2S monitoring data for the Thickener Tanks revealed very low H2S (much lower than the original site visit). Therefore, our current approach is to evaluate the feasibility of relocating the existing carbon systems from the Town Branch WWTP Primaries to the West Hickman WWTP Thickeners (they are close to the same airflow and size). If that is not feasible, then we would propose to replace them with new carbon systems.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
West Hickman WWTP	ppm	%		years
Headworks OC Inlet 1	0.7	28.6	Carbon	3
Headworks OC Outlet 1	0.5			
Headworks OC Inlet 2	0.46	41.3	Carbon	3
Headworks OC Outlet 2	0.27			
Thickeners OC Inlet	0.019	100	Carbon	>25
Thickeners OC Outlet	0			
ASH Tank Inlet	42	23.8	Wet Scrubber	9
ASH Tank Exhaust	32			
Solids Building Exhaust	2.2	Not Measured	Wet Scrubber (shutdown for winter)	9
Recycle PS Outlet	50	No Odor Control	No Odor Control	No Odor Control

Our team will provide the following, specific actions related to this site as outlined in the RFP:

 **1.** The installation of equipment monitoring that records inlet and exhaust H<sub>2</sub>S readings for all current and future odor control equipment.


Please see detailed description of this task in the overall approach section. As a point of clarification, our Team will provide the design of the system, but the installation will be by others.

 **2.** The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.

 **3.** Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA's experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

 **4.** Complete an odor risk assessment for the recycle pump station.

The recycle pump station does not currently have odor control. Testing revealed high concentrations of H<sub>2</sub>S in the wet well (50 ppm) which likely exhausts through the vent. This location will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor. This location will likely require a small biological system to treat this level of H<sub>2</sub>S.

 **5.** Other investigations and analysis as directed.

Our team will conduct other investigations and analysis as directed.

### *Site Specific Risk #3- Town Branch WWTP Service Area Hot Spots*

According to the RFP, the following three specific areas are identified as odor complaint hot spots which require specific attention:

#### **Townley Neighborhood**

This area is located to the northeast of the plant. Unfortunately, looking back at the 2007 modeling, this area is in the direct path of the highest concentration of odors emanating from the plant. Mitigating odor sources at the plant will likely reduce odors in this area.

#### **Meadowthorpe Neighborhood**

This neighborhood is also to the northeast of the plant, but further away than the Townley neighborhood. Although farther away, previous modeling does predict odors in this area. In addition to the plant improvements, our team will coordinate smoke testing for this area to identify the potential existence of improper sewer connections. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our Team will coordinate the testing and evaluate the results.

#### **Lisle Industrial/Forbes Road Industrial Area**

The RFP requires the consultant to coordinate assessments of all occupied parcels currently not connected to the public sewer system to obtain a better understanding of how these buildings function and to validate their potential contribution to odor complaints.

Our team will coordinate these assessments to investigate the potential odor contribution of these facilities. Similar to the smoke testing described above, it is assumed that LFUCG will contract directly with a contractor to conduct any smoke testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. LFUCG will accompany our team during any work on private property.

**Site Specific Risk #4- Cumberland Hill and Woodfield Neighborhood Collection System**

The following three specific areas are identified as odor complaint hot spots which require specific attention:

**Woodfield Neighborhood**

The Woodfield neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely from the southwest, with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results.

**Cumberland Hill Neighborhood**

Similar to the Woodfield neighborhood, the Cumberland Hill neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely similar with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. Our team will also evaluate the feasibility of installing P-traps on the eight-inch collector sewers serving the neighborhood.

**Site Specific Risk #5- West Hickman 1 Trunk Sewer System**

The RFP states that the West Hickman 1 Trunk Sewer is potentially the greatest source of odors aside from the plant itself. The trunk receives flow from two Class A pump stations and a large gravity service area. There is concern that this sewer trunk is releasing odors at various locations, leading to complaints.

Our team will evaluate this theory by conducting an odor study for this portion of the system. We have extensive experience conducting collection

system studies. We would recommend the following approach for this section of the sewer trunk:


- Review of existing maps and associated flows
- Review of chemical feed at pump stations (if applicable)
- Liquid sulfide testing at select locations
- H2S monitoring at select locations
- Pressure monitoring at select locations

The data obtained from the above testing will allow us to determine if the sewer is becoming pressurized and where the odors are escaping coming from. If the trunk sewer is being pressurized, then our Team can evaluate options for treatment which would include:

- Extracting foul air from the trunk and conveying it to an odor control treatment system. This test would include installing a temporary fan at a select location and pulling air while monitoring the pressure in the trunk.
- Evaluating chemical feed alternatives at the associated pump stations.

**Site Specific Risk #6- Various Class A Sanitary Pump Stations**

The RFP states that the following pump stations have the most history as odor sources/or odor generators.

Pump Station	Address	Station Odors	ARV/ Discharge Odors
East Hickman	3316 Buckhorn Drive		
Lower Town Branch	3231 Leestown Road		
South Elkhorn	2500 Bowman Mill Road		

WEA has conducted numerous odor control evaluations and designs for pump stations and associated ARVs and discharge points. Typically, odor control for station odors is done through air treatment and odor control for ARVs and discharge odors is done through chemical feed systems. However, WEA has also designed a successful air treatment system for a sensitive ARV located at the Botanical Gardens in Louisville, so that can also be an option.

Our team will start by conducting liquid phase and vapor phase testing at the wet well, force main discharge, and ARVs. The testing will provide the data we need (such as H2S, sulfide concentration,



temperature, and pH) to evaluate chemical feed alternatives, dosages, and costs. Depending on the results of the testing, chemical feed alternatives may include oxygen injection, calcium nitrate, magnesium hydroxide, and iron salts. WEA recently designed an oxygen injection system for Louisville MSD which treats flow in the Ohio River Force Main. This system was found to be more cost effective than other alternatives and has been working successfully for over two years now. LFUCG may wish to visit this installation and speak to MSD staff regarding this option.



In addition to the testing described above, odor testing and modeling can be conducted for each station to provide data for the evaluation of air treatment systems. Depending on the data, the following alternatives may be considered:

- Biofiltration
- Bioscrubbing
- Carbon adsorption
- Chemical scrubbing
- Dispersion options (such as stack height or high velocity fans)

**Site Specific Risk #7- Key Sanitary Manhole Carbon Inserts Locations**

The RFP states that Lexington is currently utilizing CHEMTREAT as an odor control method at key manholes and ARVs.

Our team will conduct the following activities:

- Pressure monitoring in the sewer
- H2S monitoring in the sewer
- H2S testing above the insert to determine its performance
- Evaluate other locations that may benefit from this technology
- Evaluate alternative technologies

Our team is familiar with carbon inserts but does not specifically have experience with CHEMTREAT. In general, we have found that carbon does not perform well in wet environments, but testing will provide a better picture of performance.

**Other Risk Factors Requiring Evaluation**

The RFP states that Lexington staff engaged numerous citizens who presented questions that remain unanswered because they require more detailed evaluation. In general, the questions relate to:

- Can water be added to the sewer system during dry weather flows?
- Can something be done to mitigate the increase of odors during the fall?
- Can something be done to mitigate the ARV odors due to the frequent cycling of pumps?
- Is the current chemical feed system program effective and what can be done to make it better?

Our team will evaluate each of these questions and provide answers which can be implemented and/or relayed to the public.





SECTION #2

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# Project Team

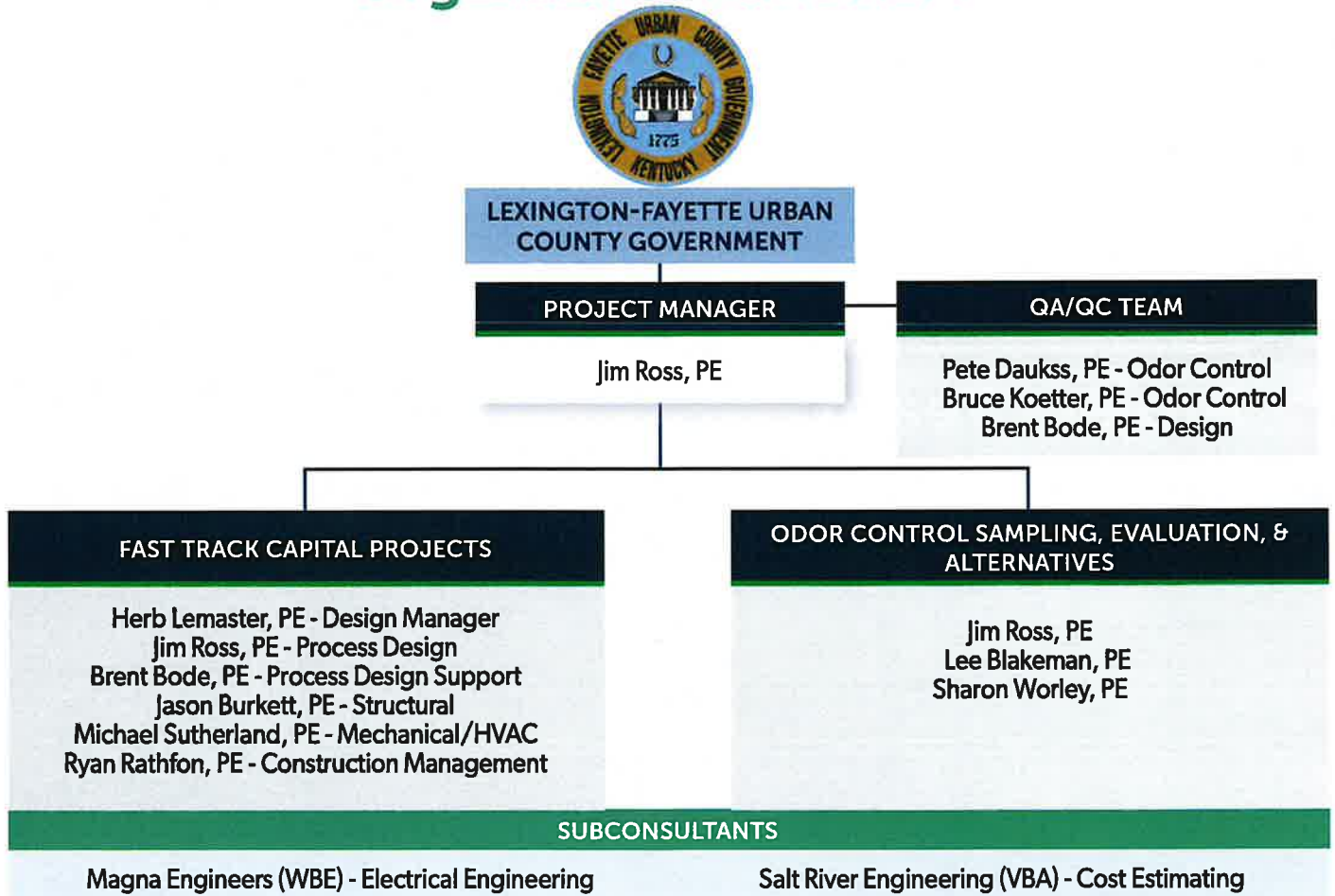




# PROJECT TEAM

The team assembled for this project brings a wealth of design experience covering all disciplines of this project. Our team will partner closely with LFUCG to understand your needs, recognize the challenges of your project, and pull from our deep bench of resources to deliver the project successfully. We have demonstrated success on previous projects, and bring all of our resources and innovation to LFUCG to deliver your projects in a timely and cost-effective manner.

## Organizational Chart



Key Staff Availability			
Team Member	Firm	% Of Time Available	Location
Jim Ross, PE	Webster Environmental	50%	Louisville, KY
Bruce Koetter, PE	Webster Environmental	30%	Louisville, KY
Lee Blakeman, PE	Webster Environmental	40%	Louisville, KY
Sharon Worley, PE	Webster Environmental	50%	Louisville, KY
Herbert Lemaster, PE	Tetra Tech	30%	Lexington, KY
Jason Burkett, PE	Tetra Tech	20%	Louisville, KY
Brent Bode, PE	Tetra Tech	20%	East Lansing, MI
Pete Daukss, PE	Tetra Tech	10%	East Lansing, MI
Michael Sutherland, PE	Tetra Tech	30%	Orlando, FL
Ryan Rathfon, PE	Tetra Tech	40%	Lexington, KY

### Our Outstanding Team Are:

- Kentucky Based Odor Control Experts
- Intimately Familiar With the Existing Odor Control Systems
- 800 Completed Odor Control Projects
- WEA & Tetra Tech Have Worked Together 15+ Years



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World-Class, Award-Winning Odor and Corrosion Control Experts
- 

Local Design and Construction Professionals Familiar to LFUCG
- 

Cost Savings and Schedule Delivery

## TEAM QUALIFICATIONS OVERVIEW

WEA has carefully selected the team to complete this project for LFUCG. The team selection was based around completing the objectives of world class odor and corrosion control, local service, and beating LFUCG’s schedule and budget expectations. The description of our credentials to accomplish this is described in the following sections.

### World-class, Award-winning Odor and Corrosion Control Experts

WEA’s singular focus as a company is to evaluate, conceive, design, and construct municipal odor and corrosion control projects. In their 40-years of operation, WEA has completed hundreds of odor and corrosion control projects. This emphasis has unequivocally made them the world’s expert on odor and corrosion control. LFUCG can be assured that all of the challenges that will be encountered on the LFUCG project have been seen and solved by WEA on past projects.

WEA and Tetra Tech elected to continue our long relationship to complete this project. Tetra Tech and WEA have worked together numerous times to deliver projects that exceed our clients’ expectations.

Tetra Tech is one of the largest engineering consultants and has built the business around studying, designing, and conducting solutions in the Water industry. *Engineering News-Record* has

recognized this expertise and has ranked Tetra Tech **Number One in Water** for 20 consecutive years.

Tetra Tech has also completed some of the region’s and country’s most complex odor control projects. The team of WEA and Tetra Tech provides additional resources and problem-solving capacity than either team alone.

Our long association means that we seamlessly work together to deliver complete and successful projects.



## Jim Ross, PE

Process Design / Odor Control

*Mr. Ross is the current President of Webster Environmental Associates, Inc. (WEA). Mr. Ross transitioned from CH2M HILL to WEA in 2012 and has managed numerous collection system and treatment plant odor control projects locally and throughout the country. These have included odor studies, odor dispersion modeling, and odor control system design. Mr. Ross is a well known expert in his field and has spoken multiple times at local and national conferences. Mr. Ross is a licensed professional engineer in Florida, Michigan, Kentucky, Indiana, Washington, South Carolina, and Colorado.*

### PROJECT RELEVANCE

**Multiple Collection System Odor Control Studies and Designs, Tohopekaliga Water Authority, Kissimmee, FL.** Project Manager. Project manager for multiple odor studies and odor control system designs throughout the collection system for the Tohopekaliga Water Authority (TWA). Odor studies included extensive field testing and laboratory analysis, and odor control alternatives evaluations to determine the most cost-effective option for controlling odors in the problem areas. WEA was also selected to design each of the systems to effectively mitigate the offsite odors. WEA has successfully served as TWA's odor control consultant for over 10 years.

**Sandhill Water Reclamation Facility Odor Control Study and Design, Kissimmee, FL.** Project Manager. Project manager for a plant wide odor study and odor control design. The study was performed to rank all odor sources at the facility and to evaluate the performance of the existing headworks odor control system. The study included testing for hydrogen sulfide, reduced sulfur compound analysis, odor panel analysis, and odor dispersion modeling. WEA was selected to design two new odor control systems for the plant which were constructed in 2019.

**10th Street Pump Station Odor Control Study and Design, City of Jeffersonville, Jeffersonville, IN.** Project Manager. Odor Control System Design: Design of an 11,275 cfm biofilter for a 50 MGD pump station located adjacent to the main entrance to the city. The system captures and treats foul air from the screening facility, grit tanks, and wet wells. Conducted services during construction and odor control system performance testing.

**Borough of Conshohocken WWTP Odor Control Study and Design, Borough of Conshohocken, Conshohocken, PA.** Project Manager. Project manager for a plantwide odor study at the Borough of Conshohocken Wastewater Treatment Plant (WWTP) which is owned and operated by Borough of Conshohocken. Based on the study, WEA was selected to design a plantwide odor control system which also included aluminum tank covers and extensive ductwork. The new system captures and treats foul air from the headworks, grit tank, aeration tanks, and solids handling facility.



### Education

BA, Biology, Florida Atlantic University, 1995

MS, Environmental Engineering, University of South Florida, 2008

### Registrations/ Certificates

Professional Engineer: KY, SC, IN, WA, CO, FL, MI

### Office Location

Louisville, KY

### Years of Experience

15



## Bruce Koetter, PE

Odor Control QA/QC

*Mr. Koetter has been designing air treatment systems for wastewater collection and treatment facilities since 1993. He has performed over 200 odor evaluations and designed all types of odor control systems ranging in size from less than 1,000 cfm to over 150,000 cfm. His experience also includes the management of construction for numerous industrial and municipal odor control system projects. Mr. Koetter is also author of several technical publications that have been presented at the national WEF Odor and VOC Specialty Conferences over the past several years.*

### PROJECT RELEVANCE

**Philadelphia, PA.** Project Manager. Project manager for design of 11,000 cfm odor control system for the gravity thickener facilities and a 27,000 cfm odor control system for the preliminary treatment facilities. The 11,000 cfm system is in operation and the 27,000 cfm system is currently under construction.

**Louisville/Jefferson County, Ky.** Project Manager. Project manager on numerous odor control projects for Louisville MSD over the past 20 years. Completed several odor evaluations, pilot projects and designs including major odor control designs at their six primary treatment plants and at more than ten (10) pumping stations. On-call services contract with MSD since 1997.

**Milwaukee, WI.** Project Manager. Project manager for the 300 MGD Jones Island WRF Odor Assessment, Modeling and Capital Improvement plan. WEA conducted two rounds of sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H<sub>2</sub>S. The results were analyzed and used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated and the recommendations were incorporated into the 50 Year Capital Improvement plan for the facility.

**Conway, AR.** Project Manager. Project manager for design of odor control improvements at the Tupelo Bayou WWTP in Conway, AR. Improvements include 14,000 cfm bioscrubber and 17,700 cfm carbon adsorber. The project is complete, and all systems are operational. The design project was preceded by an Odor Control Evaluation that identified and prioritized odor sources at the site.



### Education

BS, Construction Engineering, Purdue University, 1985

### Registrations/ Certificates

Professional Engineer: KY, KS, OH, PA, CA, AR, NJ, IA

### Office Location

Louisville, KY

### Years of Experience

33

## Sharon Worley, PE

Collection System Odor Control

*Ms. Worley joined WEA in 2022 as Senior Engineer after retiring from a 29-year career with Louisville Metropolitan Sewer District (MSD). She has significant experience with odor control and particularly with sewer collection systems, municipal wastewater treatment plants (WWTPs) and pump stations. She provides engineering services for odor control studies and designs plus municipal collections odor control management.*

### PROJECT RELEVANCE

#### While working for WEA:

- Developed Standard Operating Procedures for odor control in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a system for prioritization of chemical feed in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a Quarterly Summary of Odor Control progress for Management reporting for Louisville MSD.
- Developed RFP for Calcium Nitrate Solution Supply for Jeffersonville, IN.

#### While Working for Louisville MSD:

- Managed most of MSD's Odor Control design/construction projects at MSD's five WWTPs and multiple pump stations for over 10 years. Odor Control projects included studies and design/construction projects (Biotrickling Scrubbers, Carbon Scrubbers, Biofilters, etc.) as well as air dispersion modeling & compliance reporting.
- Helped to develop MSD's first Odor Control Master Plan. Work included multiple meetings with Operations and with Management to incorporate their concerns and to communicate testing results and recommendations.
- Helped to develop MSD's first Federally Enforced District Origin Operating Permit (FEDOOP) application for Kentucky's largest WWTP. Work included extensive testing, ToxChem modeling, and multiple review meetings with Louisville Metro Air Pollution Control District.
- Managed consultants for the study of alternatives for MSD's Ohio River Force Main (ORFM) Odor and Corrosion problem. Recommended and managed the design of MSD's first Oxygen Injection System for the ORFM.
- Prepared the RFP/specifications, evaluated submittals, then managed MSD's first Full-Service Odor Control (FSOC) Contract for their sewer collection system.
- Managed community outreach regarding odor concerns at MSD's West County WWTP. Work included engaging and training community stakeholders to provide neighborhood odor information.



#### Education

MS, Civil Environmental Engineering, University of Illinois, 1985

#### Registrations/ Certificates

Professional Engineer: KY

#### Office Location

Louisville, KY

#### Years of Experience

38

## Lee Blakeman, PE

Odor Control Sampling, Evaluation, & Alternatives

*Mr. Blakeman transitioned from CH2M HILL to Webster Environmental Associates, Inc. (WEA) in 2016. His responsibilities include air treatment system design, air sampling and monitoring, as well as wastewater treatment plant and collection system odor evaluations. His experience includes completing odor studies at wastewater treatment plants, industrial facilities and within collection systems. He has also designed numerous odor control systems and managed odor control projects from the study phase all the way through the construction phase and startup. Prior to joining WEA his experience included design services and services during construction for municipal wastewater pump stations and treatment facilities. His experience also includes hydraulic modeling, equipment selection, hydraulic calculations, facility plans, construction management, and onsite inspection on large wastewater treatment plant expansions. Lee is a licensed professional engineer in Kentucky, Montana and Idaho.*

### PROJECT RELEVANCE

**Bozeman, MT.** Conducted an odor evaluation and performance evaluation at the FCWSD treatment plant and made recommendation for improvements. Worked directly with FCWSD to develop a design for the recommended odor control improvements for mitigating offsite odors. Construction began on improvements Spring 2023.

**Meridian, ID.** Performed an odor control study at the City of Meridian WRRF in 2020 to identify odor sources and quantify odor emissions from each source. Performed odor dispersion modeling to determine the odor impact that the WRRF and each odor source has on the surrounding community. Evaluated odor control alternatives and made recommendations for odor mitigation to the City, including size of recommended systems and budget level construction cost estimate.

**Conway, AR.** Project Designer. Designer on this project at the Tupelo Bayou Wastewater Treatment Plant. Designed odor control systems for the primary clarifiers, digesters, gravity belt thickener building and aeration basin influent channels. Odor control system designed included a 14,000 cfm bioscrubber for the primary clarifiers & influent channel and a 17,700 cfm carbon adsorber for the digesters and gravity belt thickener building. The \$3.2 million construction of this project was completed in January 2019. No odor complaints have been received since project completion.



### Education

BS, Civil & Environmental Engineering, University of Louisville, 2011

MS, Civil & Environmental Engineering, University of Louisville, 2012

### Registrations/ Certificates

Professional Engineer: KY, MT, ID

### Office Location

Louisville, KY

### Years of Experience

12



## Herbert Lemaster, PE

Capital Projects Design Manager

*Mr. Lemaster serves on as a Senior Project Manager on various civil and environmental projects. He is responsible for Client coordination, planning, preliminary evaluations, analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. Mr. Lemaster has worked on many wastewater, water, solid waste, landfill, and environmental projects. His wastewater-related projects include rehabilitation evaluations of wastewater collection systems, capacity studies, wastewater treatment plant design, design of gravity sewer systems, pump station design, and wet weather storage facility design.*

### PROJECT RELEVANCE

**West Hickman Headworks and Wet Weather Storage Facility – Phase 1, Lexington-Fayette Urban County Government, KY.** Project Manager & Senior Engineer. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, odor control facilities, stormwater management facility, a vehicle bridge, and all associated piping and electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**West Hickman Biological Phosphorus Removal (BPR) Improvements, Lexington-Fayette Urban County Government, KY.** Project Manager & Senior Engineer. Evaluation of existing process and development/analysis of alternatives for improvements in process effectiveness and efficiencies for a 70 MGD treatment facility then design of selected improvements. The construction project includes rehabilitation of existing BPR basins, installation of 32 submersible mixers, installation of new online nutrient process monitoring systems, installation of 8 associated sampling pumps, installation of 4 sodium aluminate pumps, and all associated piping and electrical.

**Central Boone County Conveyance, Sanitation District No. 1, KY.** Project Manager. Design and construction of this facility. The design of includes a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications.

**Morehead Wastewater Treatment Plant Expansion, Morehead Utility Plant Board, KY.** Project Manager. Construction administration on the expansion of an existing treatment plant from 2.5 MGD avg./5.0 MGD peak capacity to 5.0 MGD avg./10.0 MGD peak capacity. This project included construction of two 105-foot-diameter clarifiers and return activated sludge/waste activated sludge (RAS/WAS) pump station, new influent screening facility with mechanical screens, influent and effluent pumps, conversion of the existing primary clarifier to new RAS reaeration basins, conversion of the existing anaerobic digester system to a two-stage Autothermal Thermophilic Aerobic Digestion system, odor control including biofilter system, new ultraviolet system for disinfection, and construction of a new biosolids handling facility including new belt filter presses.



### Education

BS, Civil Engineering,  
University of Kentucky, 1990

MS, Civil Engineering  
(Environmental), University  
of Kentucky, 1992

### Registrations/ Certificates

Professional Engineer: KY,  
OH

Land Surveyor-in-Training:  
KY

Troxler Nuclear Gauge  
Certification

### Office Location

Lexington, KY

### Years of Experience

33

## Pete Daukss, PE

Odor Control QA/QC

*Mr. Daukss has been involved with biosolids technologies related to municipal wastewater treatment facilities for more than 40 years. During this period, he has participated in the evolution from the most basic disposal strategies to bioenergy production and resource recovery for sustainable management. Prominent biosolids technologies he has evaluated include advanced digestion, composting, pasteurization, thermal processing, and drying. Mr. Daukss' industrial waste treatment projects include biological treatment, physical-chemical treatment, land application, and residuals management technologies. He has extensive experience in all aspects of wastewater treatment technology and biosolids management. His design and construction projects include activated sludge, fine pore aeration systems, biological nutrient removal, disinfection, oxidation ditches, sequencing batch reactors, and biosolids thickening, dewatering, storage, advanced stabilization, digestion, and incineration.*

### PROJECT RELEVANCE

**Odor and Corrosion Control Design, Macomb Interceptor Drain Drainage District, MI.** QA/QC. Odor complaints at three sanitary sewer system locations and one for pipe corrosion resulted in a study that identified conceptual odor control solutions. Led complex design for Clinton Pump Station, Fraser Biofilter, odor complaints at 21 Mile and Garfield, and the North Gratiot Pump Station.

**Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI.** Project Manager. Proposed project will improve primary and secondary clarifiers and the aeration system. Improvements will save approximately \$400,000 per year in electricity and operating costs mainly by replacing aeration blowers with a more energy-efficient blower technology and converting aeration system from coarse to fine bubble diffusers. An approximate 70% reduction in power and operating costs for new infrastructure assets compared to existing infrastructure. \$31-million-project will be operational in 2023.

**WWTP Solids Incinerator Air Emissions Control, City of Warren, MI.** Project Engineer. Developed alternatives to design an approach to comply with Clean Water Act regulations in relation to City's multi-hearth sewage sludge incinerator. Commissioned testing to determine pollutant characteristics in incinerator emissions and emissions downstream of scrubber system and determined an improved emissions control device needed to reliably meet 2016 control requirements. After researching scrubber technologies and interviewing manufacturers, the EnviroCare scrubber was chosen to reliably meet federal regulations. Worked with City to commission hazardous material inventory prior to bidding. Design work included specifying demolition of 40-year-old equipment, including specification for abatement of lead and asbestos. Prepared plans and specifications to obtain construction bids for the installation. Performed construction administration with daily observation performed by City staff. Project completed on-time to meet regulations and subsequent stack testing revealed completed scrubber treated emissions and met all regulatory requirements. Completed annual performance testing since 2016, each test successfully proving scrubber meets design and regulatory specifications.



### Education

BS, Chemical Engineering,  
University of Michigan, 1976

MS, Water Resources  
Engineering, University of  
Michigan, 1977

MS, Chemical Engineering,  
University of Toledo, 1980

### Registrations/ Certificates

Professional Engineer: MI, FL

### Office Location

East Lansing, MI

### Years of Experience

45

## Brent Bode, PE

Design QA/QC & Process Design Support

*Mr. Bode is experienced in the planning, evaluation, design, and construction of water and wastewater treatment facilities and pump stations. He has been involved in the retrofit and new construction of more than 30 water and wastewater treatment facility projects. His expertise lies in the production of and interpretation of contract documents and the use of computerized drafting, hydraulic calculations, specification writing, and developing opinions of probable project cost. He also has experience as onsite project engineer during construction.*

### PROJECT RELEVANCE

**WRRF Improvements Design Phase, Delta Township, MI.** Project Engineer. Expansion WRRF to change treatment process and increase peak capacity from 17 to 28 MGD. Project involves designing new headworks, influent pumping, grit removal, aeration, final clarifiers, tertiary filtration, and disinfection systems. Project includes 18,000 cfm odor control system at Headwork Building and 18,000 cfm system at Grit Building. A new controls//laboratory facility is also being constructed.

**WWTP Improvements Phase I, Saline, MI.** Project Engineer. Expansion WWTP to include new headworks, wet weather storage, primary and secondary clarifiers, aeration tank and blowers system, solids handling system and digester improvements. Project includes 12,000 cfm odor control system at Headwork Building.

**Secondary Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI.** Project Engineer. The proposed project will improve the primary and secondary clarifiers and the aeration system. The facility improvements will save approximately \$400,000 a year in electricity and operating cost mainly by replacing the existing aeration blowers with a more energy efficient blower technology and converting the aeration system from coarse bubble to fine bubble diffusers. This results in approximately a 70% reduction in power and operating costs for the new infrastructure assets compared to the existing infrastructure. This \$31 million project will be operational in 2023.

**Water Pollution Control Aeration System Process Improvements, City of Flint, MI.** Project Engineer/Process Design Lead. Aeration system process improvements for the 50-MGD WPC. Three of the four multi-stage centrifugal blowers within the blower building will be replaced with high-efficiency, high-speed turbo blowers sized to match the current air demand for treatment with a wider range of operation to provide a more efficient aeration system.

**Water Resource Recovery Facility, Biodigestion with Combined Heat and Power, City of Grand Rapids, MI.** Project Engineer. Design for new biodigestion facility including an anaerobic membrane bioreactor process for treatment of the concentrated liquid waste from commercial sources. Power generated from combined heat and power recovery system is utilized in the plant to offset power needs. Performed final design for construction documents.



### Education

BS, Engineering  
(Concentration in Civil),  
Calvin College, 2001

### Registrations/ Certificates

Professional Engineer: MI, IN

### Office Location

East Lansing, MI

### Years of Experience

23



## Jason Burkett, PE

Structural

*Mr. Burkett is a senior structural engineer who is experienced with many structural systems including: reinforced concrete, steel framing, composite steel, masonry, prestressed/precast concrete, tilt-up concrete panels, light-gage steel, timber, and aluminum. He has extensive experience designing, reviewing other's designs, and performing independent technical reviews for structural projects related to drinking water, wastewater, stormwater, solid waste, industrial, commercial, Department of Defense, hurricane shelters, high-velocity hurricane zones, health care, residential, education, aviation, marine construction, performing arts, roofing components, renovations, additions, and investigations. He leads several groups of structural engineers within Tetra Tech throughout the nation to ensure that quality standards are maintained for project deliverables. His attention to detail and wide variety of experience brings valuable perspective to each project he reviews or designs.*

### PROJECT RELEVANCE

**Odor Control Stack Replacement, Southwest Reverse Osmosis WTP, City of Cape Coral, FL.** Structural QA/QC. Replaced odor control stacks with new 70-foot-tall stacks for improved dispersion and air quality. Structural design included new mat foundations for the odor stacks and new aluminum frame for the air ducts.

**Reverse Osmosis WTP, City of Punta Gorda, FL.** Engineer-of-Record. Design of process structures and building for a new 4-MGD plant. Structural design included a new CMU building for the RO equipment, clearwell basin, degasification equipment support, chemical storage/containment slabs, and generator slab.

**West Hickman Wet Weather Storage and WWTP Improvements, Lexington-Fayette Urban County Government, Lexington, KY.** Lead Structural Engineer. Modeling and design of a 1.8-MG wet weather storage basin and associated diversion structure and pump station. Structures designed as cast-in-place concrete with a bid alternate design of a prestressed concrete ground storage tank for the storage basin.

**Odor Control and Ultraviolet Process, Grand Haven WWTP, Grand Haven, MI.** Lead Structural Engineer. Design of a new concrete masonry unit building on top of an in-ground chlorine contact basin. Interior walls on one side of the chlorine contact basin were removed and new walls and a mat foundation were designed to accommodate the new ultraviolet process and equipment. Designed a new concrete masonry unit building to house the odor control blower and equipment. Several large diameter clarifier tanks were analyzed and modified to accommodate new pre-engineered aluminum flat covers. Renovated a sludge thickener tank to contain the odor control filter media and analyzed it to accommodate a new aluminum flat cover.



### Education

BS, Civil Engineering, (Structures Emphasis), University of Central Florida, 2003

MS, Civil Engineering (Structures and Foundations), University of Central Florida, 2005

### Registrations/Certificates

Professional Engineer: KY, AZ, CO, FL, GA, ID, KS, MO, MT, NM, TX, VA, WY

Structural Engineer: IL, HI, OK

### Office Location

Louisville, KY

### Years of Experience

18

## Michael Sutherland, PE, CEM, LEED AP

Mechanical / HVAC

*Mr. Sutherland has 14 years of engineering and management experience in building mechanical systems for municipal, federal, commercial, and industrial clients. His specific design experience includes heating, ventilation, and air conditioning (HVAC), plumbing design, fire protection design, LEED design submission, drafting, and construction administration for water and wastewater treatment plants and various other projects.*

### PROJECT RELEVANCE

**Nansemond Treatment Plant Advanced Nutrient Reduction Improvements, Phase II Design-Build, Hampton Roads Sanitation District, Suffolk, VA.** Mechanical Engineer. Project includes design, permitting, funding assistance, construction, testing, start-up, and training services to increase the treatment plant capacity from 30.0 to 50.0 MGD to treat combined wastewater flows from two service areas and meet the client's Sustainable Water initiative for Tomorrow (SWIFT) influent water quality targets for future work. The expansion includes a new influent distribution box, primary clarifier, primary effluent equalization tanks, aeration basins and blowers, secondary clarifiers, return activated sludge and nitrate recycle pumping, chlorine contact tank, primary gravity thickeners with integrated fermentation, primary solids screening, dewatering centrifuges, and odor control systems. The project uses the design-build delivery method and receives federal funding from the Water Infrastructure Finance and Innovation Act (WIFIA) and state funding from the Virginia Water Quality Improvement Fund.

**West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY.** Mechanical Engineer. Mechanical Engineer for the design and construction oversight of the 70.0 MGD combined influent pump station. Provided oversight for the HVAC and plumbing work for the new headworks facility including odor control systems, gas-fired makeup air systems, gas-fired unit heaters, washdown and sanitary systems, compressed air systems, administration area HVAC and plumbing system with toilet room, electrical building air conditioning systems, odor control equipment site work, modifications to existing screw pump lift station HVAC systems, and new generator building including fuel system design.

**Coppermine Water Reclamation Facility Headworks Improvement Project, Paulding County, GA.** Mechanical Engineer. Mr. Sutherland provided upgrades to the existing headworks of the treatment plant. Modifications consisted of removal of existing odor control system and design of a new foul air distribution system to the new odor control system. Mr. Sutherland also aided the client in designing a new hot water washdown station for the newly installed screens.

**Hillsborough Northwest Water Reclamation Facility, Hillsborough County, FL.** Mechanical Engineer of Record. Mr. Sutherland provided the HVAC/Plumbing and Fuel System design of the water reclamation expansion and renovation of existing facility. The Project consists of multiple electrical building air conditioning systems, blower building ventilation systems, modifications to existing fueling systems, and a new fueling system to meet the demands of the new facility. Mr. Sutherland is also providing design assistance for the plant wide odor control system.



### Education

BS, Mechanical Engineering,  
University of Central Florida,  
2009

### Registrations/ Certificates

Professional Engineer: KY,  
FL, GA, OK, OH, TX, VA

Certified Energy Manager  
(CEM)

Leadership in Energy and  
Environmental Design  
Accredited Professional,  
Building Design &  
Construction (LEED AP  
BD+C)

### Office Location

Orlando, FL

### Years of Experience

14



## T. Michelle Howlett, PE, LEED AP

Manga Engineers - Electrical

*Ms. Howlett has 33 years of experience as project manager and electrical engineer for a broad array of projects up to \$270M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.*

### PROJECT RELEVANCE

**Biosolids Processing Solutions, Morris Forman Water Quality Treatment Center, Louisville, KY.** Electrical and instrumentation engineer for a \$270M upgrade which includes thermal hydrolysis processing, sidestream treatment, replacement of dewatering centrifuges, digester upgrades, cake silos and loadout, and odor control systems.

**Hite Creek Water Quality Treatment Center Expansion, Louisville, KY.** Electrical and instrumentation engineer for a 6 MGD to 9 MGD expansion and dewatering addition. The project includes additional aeration tanks and blower upgrades, sludge holding tank and blower upgrades, dewatering centrifuge and associated pumps and equipment, odor control system, replacement of UV disinfection, and replacement of tertiary filters. The control system includes the addition of programmable logic controller to the existing plant SCADA system. The project also includes replacement of a unit substation and standby generator, as well as site lighting throughout the plant.

**Sludge Storage Improvements, Cedar Creek Water Quality Treatment Center, Louisville, KY.** Electrical and instrumentation engineer for improvements to existing sludge holding tanks including decanting, tank covers, and odor control system.

**Muddy Fork Interceptor SSO Storage Basin, Louisville, KY.** Electrical and instrumentation engineer for a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based, Ethernet networked, and connected to MSD's radio telemetry system.

**Primary Sedimentation Basin Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY.** Electrical and instrumentation engineer for the replacement of primary sedimentation basin sludge collection equipment and primary sludge pumps. Gates were replaced and modernized with electric actuators. The project also included the replacement of aeration blowers, odor control improvements, and new chemical feed. Electrical and control systems were replaced, as well as interior and exterior lighting.



### Education

BS, Electrical Engineering,  
University of Kentucky, 1990

### Registrations/ Certificates

Professional Engineer  
(Electrical): KY, IN, OH, TN

Leadership in Energy and  
Environmental Design  
Accredited Professional  
(LEED AP)

### Office Location

Lexington, KY

### Years of Experience

33



SECTION #3 & 4

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# Client & Reference Projects



TETRA TECH



# CLIENT & REFERENCE PROJECTS

Listed below are three clients and contact information for which WEA has performed similar work that is included in the Odor Control Master Planning scope of work.

## TOHO WATER AUTHORITY



**Deb Beatty**  
 Senior Engineer  
[dbeatty@tohowater.com](mailto:dbeatty@tohowater.com)  
 407.944.5023

## LOUISVILLE MSD



**Mike Brazel**  
 Deputy Chief of Operations  
[Mike.Brazel@louisvillemtd.org](mailto:Mike.Brazel@louisvillemtd.org)  
 502.587.5829

## MILWAUKEE METROPOLITAN SEWER DISTRICT



**Micki Klappa-Sullivan**  
 Engineering Planning Manager  
[mklappasullivan@mmsd.com](mailto:mklappasullivan@mmsd.com)  
 414.225.2178

## Tetra Tech and Webster Applicable Experience



**800+**  
 Odor  
 and/or  
 Corrosion  
 Control  
 Projects



## Project Highlights

**Odor Control Consultant Since 2011**

**Odor Studies at the WWTP and Multiple Collection System Facilities**

**Odor Control Designs at WWTP and Multiple Collection System Facilities**

**Performance Testing and Condition Assessments of Odor Control Systems**

## Key Staff

*Jim Ross - Project Manager*  
*Lee Blakeman - Project Engineer*  
*Bruce Koetter - QA/QC*

## Odor Control Consultant for Toho Water Authority

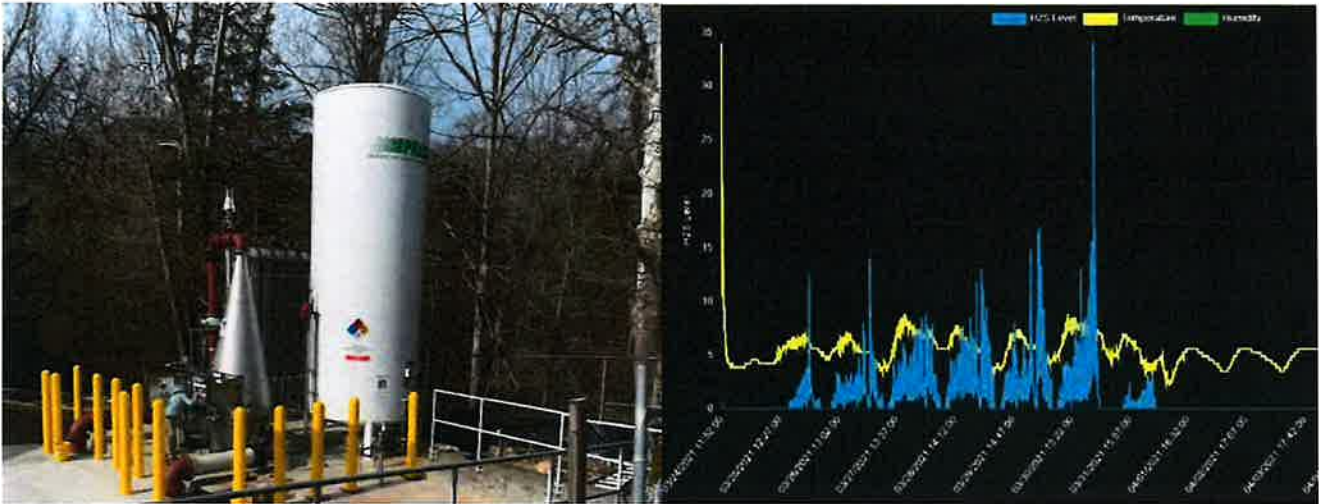
ORLANDO, FL

WEA has served as an odor consultant to the Tohopekaliga Water Authority (TWA) since 2011. In this role WEA consults with TWA on odor related issues and conducts odor studies, odor control system designs, odor control system condition assessment and performance evaluations at TWA facilities.

Some of the major tasks have included:

- Odor studies at multiple TWA wastewater collection system facilities.
- Odor control designs at multiple TWA wastewater collection system facilities. Designs have included biotrickling scrubbers, biofilters, and multi-stage systems.
- Facility-wide odor study at the Sandhill WWTP to determine primary causes of off-site odors. Conducted sampling, testing, and odor dispersion modeling.
- Design of two new odor control systems at the Sandhill WWTP to treat odors from the headworks and influent structure.
- Performance testing of multiple odor control systems.
- Condition assessments of multiple, existing odor control systems.
- Odor control study for mitigating odors from air release valves in sensitive locations.
- Services during construction associated with odor control construction projects.





## Project Highlights

**Odor and Corrosion Study Identified Best Control Alternative**

**Oxygen Injection System was Designed to Prevent Anaerobic Conditions**

**Construction was Completed in 2021 with Outstanding Results**

## Key Staff

*Bruce Koetter - Project Manager*  
*Jim Ross - Project Engineer*  
*Lee Blakeman - Project Engineer*  
*Sharon Worley - MSD Project Manager*

## Louisville MSD Ohio River Force Main Odor Study & Control Design

LOUISVILLE, KY

The Ohio River Force Main (ORFM) consists of 8.5 miles of two parallel force mains (FMs) with diameters ranging from 16 to 24 inches and six cross connections. MSD has dealt with odors and corrosion along the forcemain and downstream for many years and commissioned this project to evaluate odor and corrosion control mitigation alternatives. Webster was selected as the prime consultant for the design of the odor control system and served as a sub-consultant to Jacobs for the study portion of the project.

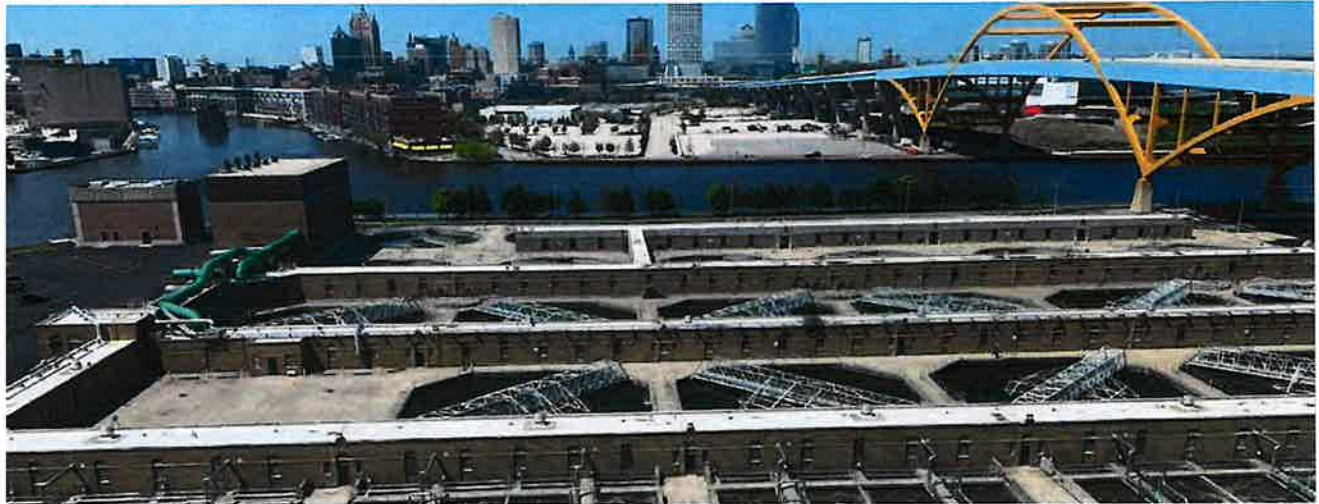
The project goals were:

- Reduce/eliminate odors at ARVs
- Reduce/Eliminate corrosion at ARVs and concrete vaults
- Mitigate high H<sub>2</sub>S release at ARVs and along downstream interceptor
- Reduce corrosion in the downstream interceptor

The study testing results were used to develop and evaluate several control alternatives including:

- Shutting off one barrel of the forcemain
- Vapor phase treatment of hot spots
- Chemical addition with iron, nitrates, oxygen
- Oxygen injection combined with vapor phase treatment

Findings showed that oxygen injection with a biofilter at one of the key ARVs was the most cost-effective alternative. WEA designed the biofilter and oxygen injection system improvements. The design was completed in April 2019 and construction was completed in April 2021. Preliminary testing results are outstanding as indicated by the chart above.



## Project Highlights

**Plant-Wide Odor Master Plan Identified Problem Areas**

**Modeling Used to Show Odor Impact of Baseline and Control Alternatives**

**Six Odor Control Alternatives Developed and Evaluated**

**Two Odor Control Projects Recommended and the First of Those Currently Under Construction**

## Key Staff

**Bruce Koetter - Project Manager**  
**Jim Ross - Project Engineer**

## Jones Island WRF Odor Assessment, Modeling & Capital Improvement Master Plan

MILWAUKEE, WI

The purpose of this project was to use air dispersion modeling in conjunction with source sampling and odor complaint locations to characterize odors, prioritize odor source reduction locations, identify odor mitigation strategies, and recommend a 20-year Capital Improvement Master Plan (CIP) for the Jones Island Water Reclamation Facility (JIWRF).

The JIWRF is a 300 MGD facility owned by the Milwaukee Metropolitan Sewer District (MMSD) that treats wastewater from the City of Milwaukee and surrounding areas. WEA conducted two rounds of extensive sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H<sub>2</sub>S and the results were used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated based on:

- Capital and operating costs
- Climate change vulnerability
- Sustainability
- Public Involvement
- Operating and Maintenance Reliability

The project was completed in April 2021 on schedule and under budget.





## Project Highlights

**2021 Michigan ACEC Merit Award**

**Equipment Performance Exceeded all Specified Criteria**

**Designed Biological System to be Operational During Winter Conditions**

**\$100,000 Loan Principal Forgiveness**

## Key Staff

**Jim Ross - Odor Control Process Design**  
**Brent Bode - Process Design**

## Saline Wastewater Treatment Plant Odor Control

SALINE, MI

Saline provides dozens of public services including wastewater treatment for approximately 9,500 residents. The City's wastewater treatment plant is unique in that it is near dozens of residences and located upwind of the community. While the City has provided odor control for over 15 years, in 2016, odor control complaints within the community increased. The complaints were so pronounced, downtown merchants complained about the odor impacting business. Theories as to the origin and proposed control of the odor were numerous, yet data to verify the origin was unavailable.

In response, the Saline City Council initiated a science-based approach to determine the cause and solution to the wastewater treatment plant odor. The City selected the team of Tetra Tech and Webster Environmental Associates (WEA) to complete a study of the existing treatment plant. The study concluded that older odor control equipment was no longer effective in treating foul air and recommended replacing the older equipment while also treating foul air from additional treatment processes. Tetra Tech and WEA were subsequently retained through a qualification-based selection process to lead the design and construction administration for the project.

The project used detailed measurements to initially determine the cause of increased odor was the failing chemical (chlorine) scrubbers and determine which processes needed odor control treatment. These measurements were critical for both design parameters and to demonstrate to the community the root cause of the increased odor.

The design consisted of both carbon adsorbers and biological odor control are proven technologies. However, this project implemented an optimal combination of both technologies, each targeted at specific processes and the odors generated by each, to arrive at the most effective and lowest cost solution for the community. The biological treatment component was uniquely designed to function down to -20 degrees Fahrenheit ambient air temperature. Instrumentation was provided to sense low temperatures and alert operators to needed system operations to protect the bioscrubbers.



SECTION #5

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# Local Office



TETRA TECH



# LOCAL OFFICE

The project team will consist of Webster Environmental, Tetra Tech, Magna Engineers, and Salt River Engineering. The table below contains the firm and office information requested in the RFP.

Firm Information & Office Locations				
Firm	Year Established	Local Office Staffing	Services to be Performed	Estimated Local Office Utilization (Percent of Project Services)
Webster Environmental	1981	0	Air Dispersion Modeling, Air Sampling & Testing, Odor Evaluation, and Odor Control Process Design	47
Tetra Tech	1966	17	Design, Bidding, & Construction Administration	40
Magna Engineers	2011	8	Electrical Engineering	10
Salt River Engineering	2010	0	Technical Support on Cost Estimation & Construction Administration	3

\*Local Office is defined in the RFP as Fayette, Franklin, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford Counties.





SECTION #6

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# Disadvantaged Business Enterprise (DBE) Involvement





# DISADVANTAGE BUSINESS ENTERPRISE (DBE) INVOLVEMENT

LFUCG has a MWDBE participation goal of 10% and a Veteran-Owned Business participation goal of 3%.

Webster Environmental intends to meet these goals as follows:

- Magna Engineers, a Woman-Owned consulting engineering firm, will provide electrical engineering services on the design projects.
- Salt River Engineering, a Veteran-Owned consulting engineering firm, will provide technical support for cost-estimating and construction administration on the design projects.

## MAGNA ENGINEERS

Magna Engineers is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna was founded in 2011, and started with a group of mechanical and electrical engineers with a history of working together toward a common goal of innovative and solid engineering practices. Magna is based in Lexington, and has a branch office in Louisville.

Magna is a certified Economically Disadvantaged Woman-Owned Small Business in accordance with Small Business Administration (SBA) requirements, and is a certified Women Business Enterprise (WBE) with the Women's Business Enterprise National Council (WBENC). Magna Engineers is listed as an approved WBE with the Louisville-Jefferson County Metropolitan Sewer District.



## SALT RIVER ENGINEERING

Salt River Engineering (SRE) is a DoD verified, veteran-owned small business specializing in engineering design and rate-making for water, wastewater, and stormwater utilities.

SRE has extensive experience in rate setting for municipal and regulated utilities. SRE's owner is both a professional engineer and certified construction manager. SRE provides agency construction management for municipal and private utility capital construction including time, cost, and general project management.







## SECTION #7

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# Statement of Hourly Rates



TETRA TECH

# STATEMENT OF HOURLY RATES

Classification	Employee Name	Actual Title	Hourly Rate (2024)*
Project Manager	Jim Ross	Project Manager	\$ 220
Senior Engineer	Lee Blakemen	Associate Engineer	\$ 182
	Sharon Worley	Principial Engineer	\$ 239
	Bruce Koetter	Senior Engineer	\$ 267
Engineer	Grant Thompson	Project Engineer	\$ 139
Survey Crew		Two-Person Survey Crew	\$ 150
<b>Subcontractors</b>			
Tetra Tech	Herb Lemaster	Design Manager	\$ 260
	Ryan Rathfon	Engineer 3	\$ 145
	Titus Maddela	Project Engineer 2	\$ 200
	Brent Bode	Senior Engineer 1	\$ 250
	Jason Burkett	Senior Engineer 1	\$ 250
	Michael Sutherland	Senior Engineer 1	\$ 250
	Pete Daukss	Senior Engineer 3	\$ 300
	Dean Vittitoe	Sr. Engineering Designer	\$ 160
	Shann Easterling	Senior Technician	\$ 120
	Mary Corbitt	Project Assistant 2	\$ 100
Magna Engineers	Michelle Howlett	Principal	\$ 170
	Matt Braun	Senior Engineer	\$ 160
	Allen Tucker	Senior Engineer	\$ 160
	Jim Martin	Senior Engineer	\$ 160
	Ben Auclair	Senior Engineer	\$ 160
	Dmitriy Radyk	Graduate Engineer	\$ 130
	Mikhail Moskalyuk	Graduate Engineer	\$ 130
	Rick Borntraeger	Graduate Engineer	\$ 130
	Yuriy Radyk	Technician I	\$ 100
	Troy Jones	Technician II	\$ 85
	Nadia Radyk	Clerical	\$ 60
Salt River Engineering	Connie Allen	Principal	\$ 180

\*Note: The hourly rates are effective for calendar year 2024 and will be increased in subsequent years based on the federal Cost of Living Adjustment.





SECTION #8

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# Lump Sum Fee Estimate



TETRA TECH

# LUMP SUM FEE ESTIMATE FOR EARLY ACTION PROJECTS

## TASK 1 – \$55,000

**Scope of Work:** Meet with the project team to develop and refine a project approach strategy that should include:

- a. Completing a thorough review of available record drawings to establish baseline operational data.
- b. Completing geometric measurements to verify that record drawing data matches actual field conditions.
- c. Reviewing any additional sampling results obtained by LFUCG.
- d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H2S and 90% removal of odor units (OU).
- e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.

## TASK 2 – ESTIMATED ENGINEERING FEE - \$550,000

Early Action Project/Assumptions	Conceptual Level Construction Cost Estimate	Estimated Engineering for Design, Bidding, Inspection, and Construction Administration
<b>West Hickman WWTP Gravity Thickeners</b> <ul style="list-style-type: none"> <li>■ Option 1 - New Equipment, Carbon Technology, using existing pad</li> <li>■ Option 2 - Relocate equipment from Town Branch WWTP, Carbon Technology, use existing pad</li> </ul>	Option 1 - \$900,000 Option 2 - \$300,000	\$135,000
<b>West Hickman WWTP Ash Tanks</b> <ul style="list-style-type: none"> <li>■ Bioscrubber Technology, new pad, no new building</li> </ul>	\$1,000,000	\$145,000
<b>Town Branch WWTP North Primary Clarifiers</b> <ul style="list-style-type: none"> <li>■ Bioscrubber Technology, new pad, no new building</li> </ul>	\$900,000	\$135,000
<b>Town Branch WWTP South Primary Clarifiers</b> <ul style="list-style-type: none"> <li>■ Bioscrubber Technology, new pad, no new building</li> </ul>	\$900,000	\$135,000
<b>TOTAL</b>		<b>\$550,000</b>

**Notes:**

- » Costs are conceptual level only. A detailed cost estimate shall be provided after the completion of Task 1 as described in the scope.
- » Costs assume the current system airflows are adequate and meet all applicable codes, this shall be verified in Task 1.
- » Costs assume that equipment will be outside and not require new buildings.
- » The estimated engineering fees assume that each early action project will be bid separately.
- » The estimated engineering fees were determined using the USDA Rural Development Fee Curve.





SECTION #9

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# Administrative Forms



TETRA TECH



## 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 

01/11/2024  
Date

## Affirmative Action Plan

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

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

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

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

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



**AFFIDAVIT**

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

1. His/her name is Jim Ross and he/she is the individual submitting the proposal or is the authorized representative of Webster Environmental Associates, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

*Jim Ross*

STATE OF

*Kentucky*

COUNTY OF

*Jefferson*

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

by *Grant Thompson* on this the *2<sup>nd</sup>* day

of *January*, 20*24*.

My Commission expires: *4/10/2027*

*Grant Thompson*

NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*Jim Ross*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Webster Environmental Associates  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Webster Environmental Associates

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	1		1														
Professionals	7	6	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	8	6	2														

Prepared by: Jim Ross, Vice President Date: 01 / 11 / 2024

*(Name and Title)*

*Revised 2015-Dec-15*



**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Webster Environmental Associates

Complete Address: 13121 Eastpoint Park Blvd #E Louisville, KY 40223  
Street City Zip

Contact Name: Jim Ross Title: Vice President

Telephone Number: 502.253.3443 Fax Number: 502.253.3442

Email address: jim.ross@odor.net

## Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

### B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### C. DEFINITIONS

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

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

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

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

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

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.



- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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

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



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # RFP #51-2023

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. Magna Engineers 861 Corporate Drive, Suite 210 Lexington, KY 40503 859.309.2990 mhowlett@magnaengineers.com	WBE	Electrical Engineering	TBD	10%
2. Salt River Engineering 108 Poplar Street Harrodsburg, KY 40330 859.734.2334 conne@saltrivereng.com	VOSB	Cost Estimating	TBD	3%
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.

Webster Environmental Associates  
**Company**

01/11/2024  
**Date**

Jim Ross  
**Company Representative**

Vice President  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** RFP #51-2023

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

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

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

Webster Environmental Associates  
**Company**

Jim Ross  
**Company Representative**

01/11/2024  
**Date**

Vice President  
**Title**





**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # RFP #51-2023

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.

<b>Company Name</b> Webster Environmental Associates	<b>Contact Person</b> Jim Ross
<b>Address/Phone/Email</b> 13121 Eastpoint Park Blvd #E Louisville, KY 40223	<b>Bid Package / Bid Date</b> Odor Control Master Planning / January 11, 2024

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
N/A								

(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.

Webster Environmental Associates  
**Company**

Jim Ross  
**Company Representative**

01/11/2024  
**Date**

Vice President  
**Title**



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP #51-2023

Total Contract Amount Awarded to Prime Contractor for this Project TBD

<b>Project Name/ Contract #</b> Odor Control Master Planning	<b>Work Period/ From:</b> TBD	<b>To:</b>
<b>Company Name:</b> Webster Environmental Associates	<b>Address:</b> 13121 Eastpoint Park Blvd #E Louisville, KY 40223	
<b>Federal Tax ID:</b> 61-1011402	<b>Contact Person:</b> Jim Ross	

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

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

Webster Environmental Associates  
**Company**

Jim Ross  
**Company Representative**

01/11/2024  
**Date**

Vice President  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**Bid/RFP/Quote # RFP #51-2023

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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

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

\_\_\_\_\_  
 Webster Environmental Associates  
**Company**  
 01/11/2024  
 \_\_\_\_\_  
**Date**

\_\_\_\_\_  
 Jim Ross  
 \_\_\_\_\_  
**Company Representative**  
 Vice President  
 \_\_\_\_\_  
**Title**





**TETRA TECH**

13121 Eastpoint Park Blvd, Ste E | Louisville, KY 40223

502.252.3443 | [www.odor.net](http://www.odor.net)



**EXHIBIT D**

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

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**



## **EXHIBIT D**

**1. CLARIFICATIONS TO THE CONTRACT DOCUMENT AND EXHIBITS ARE AS FOLLOWS.**

*None*

**2. ALL INVOICES SUBMITTED AS PART OF THIS CONTRACT WILL CLEARLY IDENTIFY THE PORTION OF THE FEE ALLOCATED TO A DBE FIRM**

*Agreed*

**3. HOURLY RATE ADJUSTMENTS UNDER THIS CONTRACT WILL BE APPROVED AS FOLLOWS**

- a. Because the scope of this work is so broad, all associated tasks will be assigned / approved by the LFUCG Program Manager. Responders to this solicitation shall provide hourly rates for any and all employees expected to bill hours to any task.*
- b. WEA will be allowed to request 2 adjustments, the first will be **July 1, 2025**, and the second will be **July 1, 2027**. The hourly rate adjustments will be based on the Cumulative Annual Consumer Price Index (CPI) that we use for sewer rate. Example-If the CPI is 1.7% posted in April 2026 and 1.2% posted in April 2027 - the rates would be adjusted 2.9% on July 1, 2027. The CPI rate shall be CPI for All Urban Consumers, the U.S. City Average ("CPI-u"). Once a task order has been issued, there will be no adjustments to hourly rates under that task order, even if the completion of the task order extends beyond any 365-day contract period.*

**4. PROJECT MANAGEMENT DOCUMENT APPROACH**

*WEA /Terta Tech will host a SharePoint document management site and provide login credentials to identified LFUCG staff.*

**5. EXTERNAL COMMUNICATIONS PLAN**

*WEA will provide written project updates as requested by DWQ. DWQ will review and edit those updates in order to meet its public communications goals.*

**6. NEAR TERM PRIORITIES**

- a. Fast track projects – the reality of 2024 relief?
- b. Interim options for the ASH tanks and recycle PS?
- c. Chemical optimization – *Sharon Worley will be the WEA primary point of contact on this subject. GIS shapefiles will be provided so that she has access to DWQ collection system mapping.*
- d. Detailed plan for 2024

**CONCURRENCES**



1/30/2024

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Jim Ross, P.E., President  
Webster Environmental Associates (WEA), Inc

Date



1-31-2024

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Charles H. Martin, P.E., Director  
Division of Water Quality (DWQ)

Date