

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of Nov. 12, 2021, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and Strand Associates, Inc. with offices located at 651 Perimeter Drive, Suite 220, Lexington, KY 40517 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for Investigation/Design Services for West Hickman WWTP RAS/WAS Improvements as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters **RFP # 28-2021** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the RMP Implementation Plan-WWTP Reliability Upgrade West Hickman WWTP-11 & 12 RAS and WAS Sludge Pumping obligations and deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### **1.1. General**

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

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

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

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP # 28-2021 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP # 28-2021 ).

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

### **1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters **RFP # 28-2021**, and **EXHIBIT C** Proposal of Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2.** The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters **RFP # 28-2021**, and attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3.** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4.** The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6.** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## SECTION 3 - OWNER'S RESPONSIBILITIES

### **OWNER shall:**

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

## SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or

approve the work or services, an extension of time for such delay will be considered by **OWNER**.

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

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

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

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

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

**OWNER** shall pay **CONSULTANT** a lump sum amount not to exceed \$179,000. As defined in Exhibit C.

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

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

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

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

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

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

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

### **6.5. Disputes**

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

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

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

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

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

### **6.9.1. DEFINITIONS**

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

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

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

## 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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



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

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

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

**6.9.4. FINANCIAL RESPONSIBILITY**

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

**6.9.5. INSURANCE REQUIREMENTS**

**6.9.5.1. Required Insurance Coverage**

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

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

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.

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~~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.~~

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

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

#### 6.9.5.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed,

however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

CONSULTANT:  
Strand Associates, Inc.

BY: Linda Gorton  
LINDA GORTON, MAYOR

BY: Joseph M Bunker

ATTEST:

Marekzie Stock  
URBAN COUNTY COUNCIL CLERK

~~COMMONWEALTH OF KENTUCKY~~ )  
~~STATE OF WISCONSIN~~ )  
~~COUNTY OF FAYETTE~~ )  
DANE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Joseph M Bunker, as the duly authorized representative for and on behalf of Strand Associates, Inc. on this the 20 day of October, 2021.

My commission expires: July 4, 2025.



Laura Elizabeth Roberts  
NOTARY PUBLIC

**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFP # 28-2021**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2021 Investigation / Design Services for West Hickman WWTP RAS/WAS Improvements Project** 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 **September 9, 2021**. 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 sixty (60) 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.

### **SELECTION CRITERIA:**

1. Estimated Cost of Services. 25 pts
2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 15 pts
3. Capacity of the person or firm. 15 pts
4. Past record and performance. 20 pts
5. Familiarity with the details of the project 20 pts
6. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 5 pts

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

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

## 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)

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

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

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

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

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

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

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (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 defined 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 Byne	<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@nwbooc.org">janet@nwbooc.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:lavozydeky@yahoo.com">lavozydeky@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 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.

\_\_\_\_\_  
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.

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Signature

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

**FINANCIAL RESPONSIBILITY**

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

## INSURANCE REQUIREMENTS

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

### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

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

commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

#### Verification of Coverage

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

Right to Review, Audit and Inspect

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

**DEFAULT**

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

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## **Investigation / Design Services for West Hickman WWTP RAS/WAS Improvements Project**

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

The Lexington-Fayette Urban County Government is accepting proposals from interested consulting engineering firms for the Investigation / Design Services for West Hickman Wastewater Treatment Plant (WWTP) RAS/WAS Improvements Project.

#### **1. General Project Description**

The CONSULTANT shall perform professional services as hereinafter stated which shall include but is not limited to customary civil, geotechnical, structural, mechanical, electrical engineering, and programming services as related to the Investigation / Design for West Hickman Wastewater Treatment Plant (WWTP) RAS/WAS Improvements Project.

Per the *Group One Sanitary Sewer System and WWTP Remedial Measures Plan (RMP) (2011)*, the intent of the West Hickman WWTP RAS/WAS Improvements Project is to replace equipment that has surpassed its useful life therefore increasing reliability and lowering operating cost by improving efficiency. **Construction of the West Hickman WWTP RAS/WAS Improvements Project must be complete by December 31, 2023.**

The *Group One Sanitary Sewer System and WWTP Remedial Measures Plan (2011)* addresses the Return Activated Sludge (RAS) Pumping and the Waste Activated Sludge (WAS) Pumping Separately. For this RFP we are combining the projects and requiring the earliest completion date. Shown below is what is stated for the Return Activated Sludge Pumping and the Waste Activated Sludge Pumping in the *Group One Sanitary Sewer System and WWTP Remedial Measures Plan (2011)*.

**“Return Activated Sludge Pumping** – Three of the RAS pumps were installed in 1980 and two in 1990. These pumps are nearing the end of their expected operating life and they will likely need replacing in the near future. All five pumps should be replaced with more efficient pumps and the continued use of variable frequency drives (VFDs) is recommended.”

**“Waste Activated Sludge Pumping** – The two WAS pumps were installed in year 2000 and have already reached a 10 year operating life which is the normally expected life cycle. It is highly probable that the WAS pumps will require replacement within the next 13 years. The continued use of VFDs is recommended. The VFDs improve the efficiency of the sludge wasting and should save on power costs. Budgeting for pump replacement is recommended.”

The CONSULTANT will evaluate the existing RAS/WAS Pumps (Five (5) RAS Pumps and Two (2) WAS Pumps) for replacement along with other related equipment used for operating the RAS/WAS Pumping. The pumps to be evaluated in this project are located in two different areas. The basement of Building #11 (the Penthouse) and Building #12 (the New Nitrification Building).



Building #11 (the Penthouse); the controls are located in Building #11 (the Penthouse). The three (3) RAS pumps located in the basement serve final clarifiers #s 1-4. The two (2) WAS pumps pull off of a common RAS pipe. There are only two (2) WAS pumps for West Hickman.

Building #12 (the New Nitrification Building); the controls and two (2) RAS pumps are located in this building that serve final clarifiers #s 5-8.

The other equipment related to operations of the RAS/WAS pumps, includes evaluation of the VFDs and wiring from the VFDs to the disconnects; Scum pump replacement; sump pump and wiring replacement; all check valves and drain valves; flow meters; possibly additional controls back to SCADA; Ventilation within the associated basements/tunnels; and HVAC for control cabinets and VFDs. This is not meant to be an all-inclusive list.

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

## **2. Scope of Work: RAS/WAS Pump Station Improvements Project**

The CONSULTANT will evaluate the existing RAS/WAS Pumps (Five (5) RAS Pumps and two (2) WAS Pumps) and related equipment. In the Preliminary Engineering Report (PER), the suggested pump replacements and rehabilitation of the area will be outlined and any options presented.

A well-developed sequence of construction will be defined. The plant must continue to operate during construction. Shutdowns will be coordinated with plant staff; limitations will be defined in the design documents. The CONSULTANT will need to consider the necessary valve additions, valve replacements, and/or piping modifications to facilitate construction while keeping RAS/WAS pumping in operation.

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

The PER will summarize the options with detailed construction estimates.

### **A. Task 1: Existing RAS/WAS Pump Station Review**

- (1) Interview West Hickman Wastewater Treatment Plant Operations and Maintenance staff for input regarding the current process equipment control and functionality related to the existing RAS/WAS Pump Station.
- (2) Collect any operational information needed for design.
- (3) Review operational data and reports to determine if a capacity increase is necessary for RAS or WAS pumping.

- (4) Collect any other supporting data needed for design decisions.
- (5) Observe the operations and trends for the RAS and WAS pumps.
- (6) Complete a review to make sure the design and replacement of the pumps are compliant with NFPA 79 and 820.

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

- (1) Evaluate pump replacement options. Address all electrical, SCADA controls, ventilation, lighting, PLC replacement, and building improvements. Meet with plant staff and engineering group to discuss the options.
- (2) Prepare a conceptual layout and construction sequence for evaluated options along with design calculations.
- (3) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.
- (4) Prepare preliminary cost estimates and implementation schedules for all conceptual designs.
- (5) Present Preliminary Engineering Report to Treatment Plant Staff and Engineering Group for a review of all conceptual designs and receive guidance for progress towards the final design.
- (6) LFUCG will respond in writing to the Preliminary Engineering Report, providing authorization for work under Task 3.
- (7) Preliminary Engineering Report will be finalized to document final decisions.

C. Task 3: Detailed Design

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

D. Task 4: Bidding Services

- (1) Prepare final plans and specifications ready for bidding. Plans and specifications are to be provided in both hard copy and standard electronic format compatible with Lexington-Fayette Urban County Government equipment. The most recent plans and specifications have been submitted in PDF format. A minimum of 7 copies will be required.
- (2) Coordinate and submit plans, specifications, and permit application to the Kentucky Division of Water for the purposes of receiving a construction permit.
- (3) Provide customary bidding services including preparation of advertisement, conducting pre-bid meeting, issuing required addenda, evaluating bids and providing a recommendation of award.

E. Task 5: Construction Administration Services

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

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

### 3. Detailed Cost Estimates

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

### 4. Proposal Content

The proposal will contain the following components.

- A. Cover Letter
- B. Scope/fee (Detailed Cost Estimate) – No more than 8 pages. ***The attached Fee Schedule completed with your estimated cost will be the last page in this section.***
- C. Estimated Schedule – No more than 4 pages.
- D. Project Team with **One-Page** Resumes (Do not submit resumes for individuals contributing less than 10% of total man hours allocated)
- E. A list of 5 similar projects with owner contact information. This section shall be no more than 5 pages total.

### 5. Schedule and Completion

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

#### RAS/WAS Pump Improvements Project

Award Design Contract	October	2021
Final PER	January	2022
Meeting to Review Final Design – 90% Completion	April	2022
Bid Opening	June	2022
Award of GC Contract	July	2022
RMP Construction Completion	December	2023

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

NOTE: Schedule may be adjusted based on final negotiations. When submitting the schedule with your proposals please indicate if your firm could complete this project any

sooner than the estimated time above. If your experience indicates a shorter construction period based on shorter equipment lead times, the design period can be adjusted.

## **6. Method of Invoice and Payment**

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

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

## **7. Miscellaneous**

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

**Investigation/Design Services for West Hickman WWTP  
RAS/WAS Improvements Project**

**Fee Schedule**

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

**Section 2**

**Scope of Work: RAS/WAS Improvements Project**

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

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

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Section 2 Total Cost:

# APPENDIX A

## DRAWINGS

### General Locations

Building #11 (Mechanical)

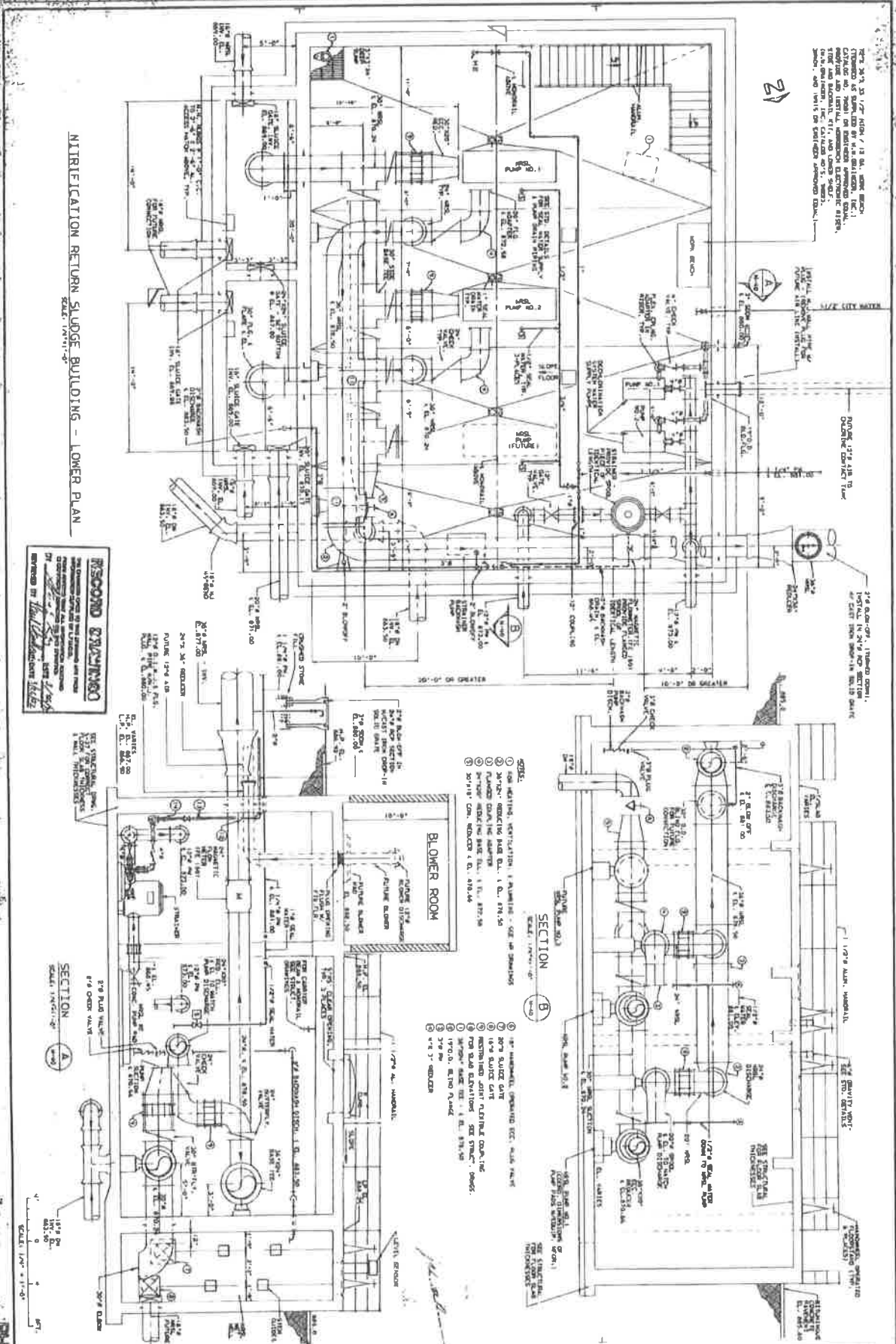
Building #12 (Mechanical)







**BLDG #12 - Basement**



NITRIFICATION RETURN SLUDGE BUILDING - LOWER PLAN  
SCALE: 1/4" = 1'-0"

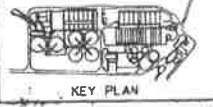
**RECORD DRAWING**  
THIS DRAWING IS THE PROPERTY OF PDR  
IT IS TO BE USED ONLY FOR THE PROJECT AND SITE  
INDICATED HEREON. IT IS NOT TO BE REPRODUCED  
OR COPIED IN ANY MANNER WITHOUT THE WRITTEN  
CONSENT OF PDR.

- NOTES:**
1. SEE MECHANICAL VENTILATION & PLUMBING - SEE ALL DRAWINGS
  2. 2" DIA. - REDUCING HUB D.U. 1.0, 0.7815
  3. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  4. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  5. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
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  11. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
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  13. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  14. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  15. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  16. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
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  19. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875
  20. 2" DIA. - REDUCING HUB D.U. 1.1, 0.875

SECTION A-A  
SCALE: 1/4" = 1'-0"

SECTION B-B  
SCALE: 1/4" = 1'-0"

PHASE 1  
M-40



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
WEST MICHAEL CREEK W.W.T.P. IMPROVEMENTS  
PHASE 1  
NITRIFICATION RETURN SLUDGE  
PUMP STATION  
LOWER PLAN & SECTION

**PDR** PROCTOR/DONN/RYAN Engineers  
1000 GLENN DRIVE, MEMPHIS, TENNESSEE 38103  
1000 GLENN DRIVE, MEMPHIS, TENNESSEE 38103  
1000 GLENN DRIVE, MEMPHIS, TENNESSEE 38103  
1000 GLENN DRIVE, MEMPHIS, TENNESSEE 38103

# **APPENDIX B**

## **PICTURES**

**Building #11 - 3 RAS Pumps**

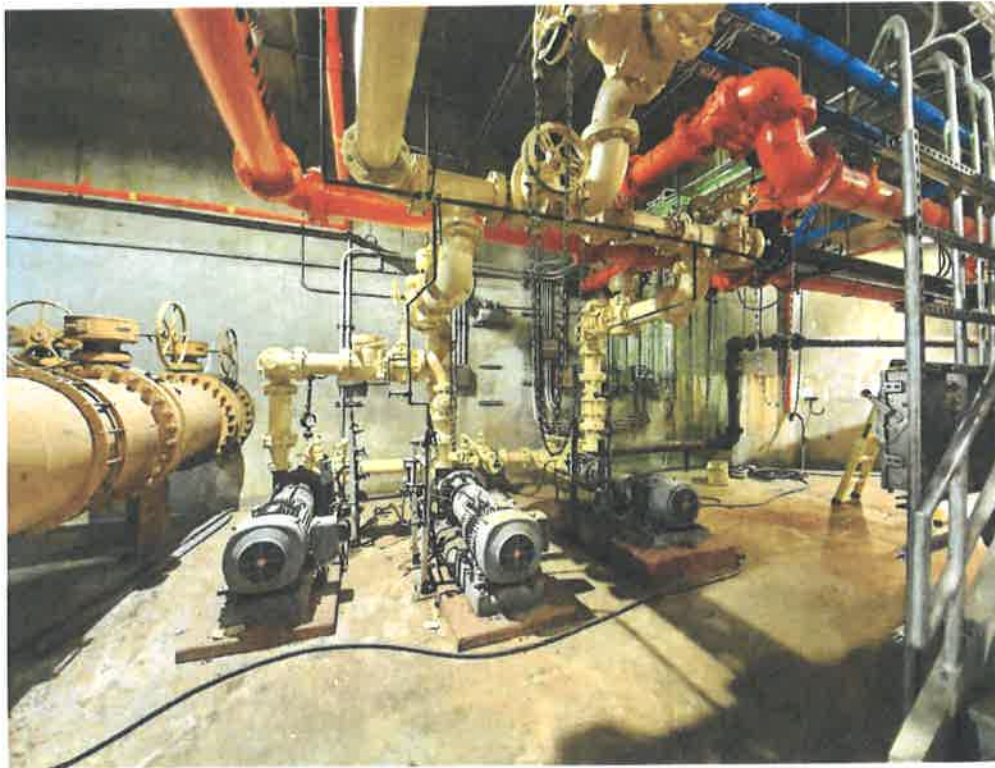
**Building #11 – 2 WAS Pumps and 1 Scum Pump**

**Building #12 – 2 RAS Pumps**





**BUILDING #11 – 3 RAS PUMPS**



**BUILDING #11 – 2 WAS PUMPS AND 1 SCUM PUMP**



**BUILDING #12 – 2 RAS PUMPS**

**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2021

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

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

<b>PRODUCER</b> Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	<b>CONTACT NAME:</b> Joe Keal	
	<b>PHONE (A/C, No, Ext):</b> 800-643-6133	<b>FAX (A/C, No):</b> 608-831-4777
	<b>E-MAIL ADDRESS:</b> joe.keal@ansay.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> CNA Insurance Companies	<b>NAIC #</b> 35289
	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1704464782 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> XCU Cov. Inc. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		5099170076	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		5099170062	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		5099170059	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC595126844	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)**  
 PROJECT: Engineering Services for Investigation/Design Services for West Hickman WWTP RAS/WAS Improvements  
 Strand Project #: 2815.235

Lexington-Fayette Urban County is named as an additional insured on a primary and non-contributory basis as per written agreement.

Thirty (30) days advance written notice via certified mail, return receipt requested will be given to the Certificate Holder if policies are canceled or non-renewed.

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government 200 E Main Street 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 
---	--

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# **EXHIBIT C**

**Proposal of Engineering Services**

**and**

**Related Matters**



Professional

Engineering

Services

Investigation /  
Design  
Services for  
West Hickman  
WWTP  
RAS/WAS  
Improvements  
Project

RFP #28-2021

## Proposal

Lexington-Fayette  
Urban County  
Government

September 9, 2021



Firm Submitting Proposal: Strand Associates, Inc.

Complete Address: 651 Perimeter Drive, Suite 220, Lexington, KY 40517  
Street City Zip

Contact Name: Mike Davis, P.E. Title: Senior Associate

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

Email address: mike.davis@strand.com



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Page No.

## Cover letter

Selecting Strand Associates, Inc.® for the West Hickman WWTP RAS/WAS Pump Station Improvements Project Results in Operator-Friendly Solutions that Meet Current and Future Treatment Process Needs ..... A.

## Scope/Fee

..... B.

- Fee Schedule..... 8.

## Estimated Schedule

..... C.

- Degree of Local Employment..... 1.
- Capacity for Performance..... 3.

## Project Team

..... D.

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

## Similar Projects

..... E.

- Past Record of Performance ..... 1.
- Specialized Experience..... 2.

## Appendix

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

# A. COVER

LETTER



Strand Associates, Inc.®  
651 Perimeter Drive, Suite 220  
Lexington, KY 40517  
(P) 859.225.8500

September 9, 2021

Mr. Brian Marcum, Senior Buyer  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Re: Proposal for RFP #28-2021 Investigation / Design Services for West Hickman WWTP RAS/WAS Improvements Project

Dear Mr. Marcum:

Thank you for the opportunity to submit this proposal for the above referenced project. **Selecting Strand Associates, Inc.® for the West Hickman WWTP RAS/WAS Pump Station Improvements Project Results in Operator-Friendly Solutions that Meet Current and Future Treatment Process Needs.** Listed below are major factors that demonstrate our Team's ability to meet your specific needs.

- **Strand's Knowledge of the West Hickman WWTP Results in Improvements that meet current and future needs**
- **Our Project Team has an Extensive Understanding of LFUCG's Operations, Streamlining the Design, Bidding and Contract Administration Phases**
- **Our Proven Treatment Process Knowledge Demonstrated by Decades of Service Provides Confidence in Our Team and Approach**
- **Our Project Team's Proven Service and Commitment to LFUCG Demonstrates Our Ability to Serve LFUCG Effectively on this Project**
- **Strand's Collaborative Approach Addresses Plant Staff Concerns for an Operation Friendly Facility with Minimal Plant Impacts During Construction**

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

Sincerely,

STRAND ASSOCIATES, INC.®

Michael L. Davis, P.E.  
Senior Associate

P210.842/MLD/adg







# Scope/Fee

## Strand’s Understanding of the West Hickman WWTP Process and Pumping Systems Results in Efficiently Designed Improvements to Meet Current and Future Needs

Strand has over 30 years of experience working at the West Hickman WWTP. Our Project Team includes individuals familiar with the treatment process, electrical/SCADA system and many of the mechanical treatment systems at West Hickman. Our project team also has recent experience completing design for a similar RAS/WAS pumping system project at Town Branch WWTP.

Our approach to the RAS/WAS pumping system improvements are based on our knowledge of existing facilities and plant operational needs. Our project approach, scope and fee are described below.

Strand’s approach relies on long-term experience at West Hickman WWTP coupled with our Project Team’s understanding of treatment goals at the facility.

### BACKGROUND – EXISTING FACILITIES

#### Sludge and Scum Pumps

Sludge and scum pumps are located in the Nitrification Gallery constructed in the early 1980s and the Nitrification Return Sludge Pump Station constructed in the early 1990s. Existing equipment nameplates refer to these pumps as NRSL and NWSL/NSC pumps. Pumps include five NRSL pumps and three NWSL/NSC pumps as summarized in the table below. The NRSL pumps convey sludge from the eight final clarifiers to the aeration facilities. The NWSL/NSC pumps are piped so they can convey both sludge and scum for disposal.

Pump	Location	Approximate Age (Years Old)	Pump Type
NRSL Pump 1	Nitrification Gallery	40	Horizontal/Centrifugal
NRSL Pump 2	Nitrification Gallery	40	Horizontal/Centrifugal
NRSL Pump 3	Nitrification Gallery	40	Horizontal/Centrifugal
NRSL Pump 4	Nitrification Return Sludge Pump Station	30	Horizontal/Centrifugal
NRSL Pump 5	Nitrification Return Sludge Pump Station	30	Horizontal/Centrifugal
NWSL/NSC Pump 1	Nitrification Gallery	20	Horizontal/Centrifugal
NWSL/NSC Pump 2	Nitrification Gallery	20	Horizontal/Centrifugal
NWSL/NSC Pump 3	Nitrification Gallery	20	Horizontal/Centrifugal

#### Nitrification Gallery

The Nitrification Gallery was constructed in the 1981 expansion. The gallery contains several pumping systems including return sludge, waste sludge and non-potable water systems. The gallery also connects to other structures through the underground piping tunnel system.

A sludge wet well is located adjacent to the Nitrification Gallery. The wet well is split into two sides with a dividing wall. Sludge from Final Clarifiers 1-4 is discharged into this wet well. A 30-inch ductile iron pipe header conveys sludge from the wet well to NRSL Pumps 1-3. The NRSL pumps discharge into a 36-inch pipe that conveys return sludge to the Zone 2 aeration influent channel. A tee and blind flange located in the return sludge force main allow the addition of a fourth return sludge pump.

A 6-inch ductile iron pipe header conveys sludge from the wet well to NWSL/NSC Pumps 1-3. This header also accepts scum from two sources. The NWSL/NSC pumps



WAS/Scum Pumps 1-3  
Nitrification Gallery.



discharge into a 6-inch pipe that conveys sludge to the sludge processing facilities. A separate connection allows the NWSL/NSC pumps to discharge into a separate 6-inch scum line. Valving on the NWSL/NSC suction and discharge piping allows each pump to convey either sludge or scum. Valving allows pumps 1 and 2 to be used for sludge and pump 3 for scum.

The return and waste sludge pumps are controlled through Variable Frequency Drives (VFDs) located in the Nitrification Gallery penthouse. These VFDs were installed in 2015 during the Electrical/SCADA upgrade project. The sludge pumps are controlled automatically through the plant SCADA system.

The NWSL/NSC pumps were replaced in the 2000 plant expansion project. The NRSL pumps were installed during the original construction project in 1981.

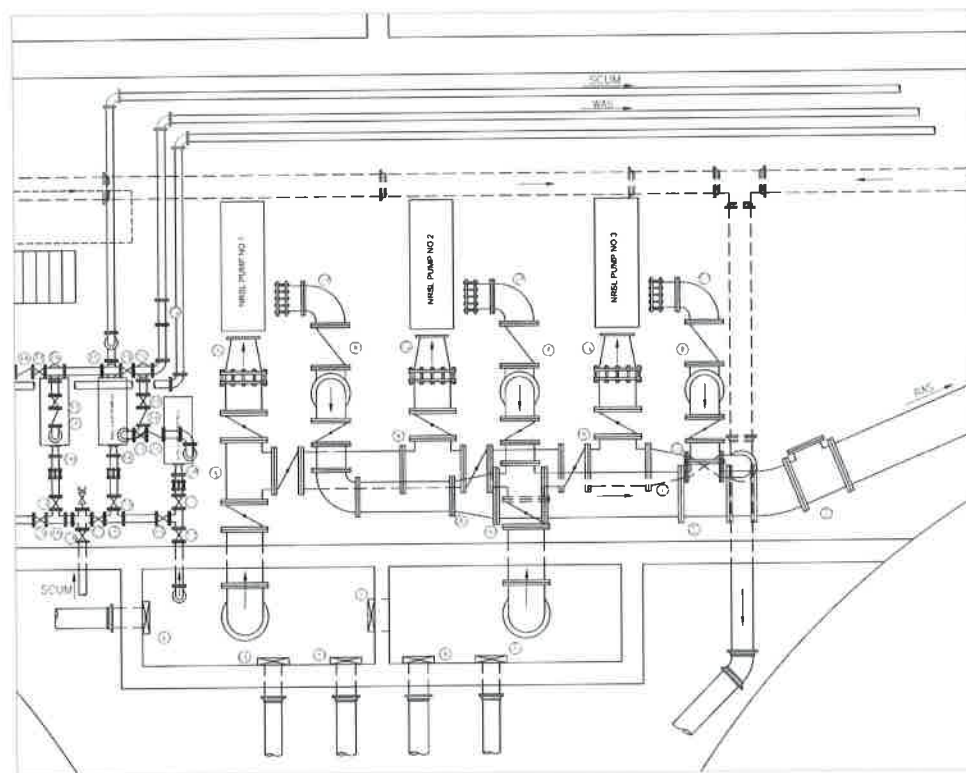
Pump seal water systems provide flushing water to the pump mechanical seals utilizing the plant's non-potable water system.

Access to lift pumps and equipment in or out of the Nitrification Gallery is through an existing access hatch in the gallery top slab.

The Nitrification Gallery is ventilated through a supply ventilator and an exhaust ventilator mounted on the gallery top slab. Based on original design drawings the ventilation rate is 10,000 cfm.



RAS Pump Nitrification Gallery.



The nitrification gallery shown in the adjacent figure provides space to add one new RAS pump.

The penthouse is ventilated through a roof mounted exhaust ventilator. During hot weather the penthouse doors were open for supplemental ventilation.

A sump pump is located in the northeast portion of the Nitrification Gallery. The pump is automatically controlled based on water level in the sump.







A 36-inch magnetic flow meter is provided to measure flow rate and volume of return sludge. A 6-inch magnetic flow meter is provided to measure flow rate and volume for waste sludge flow.

Nitrification Gallery  
Penthouse.

**Nitrification Return Sludge Pump Station**

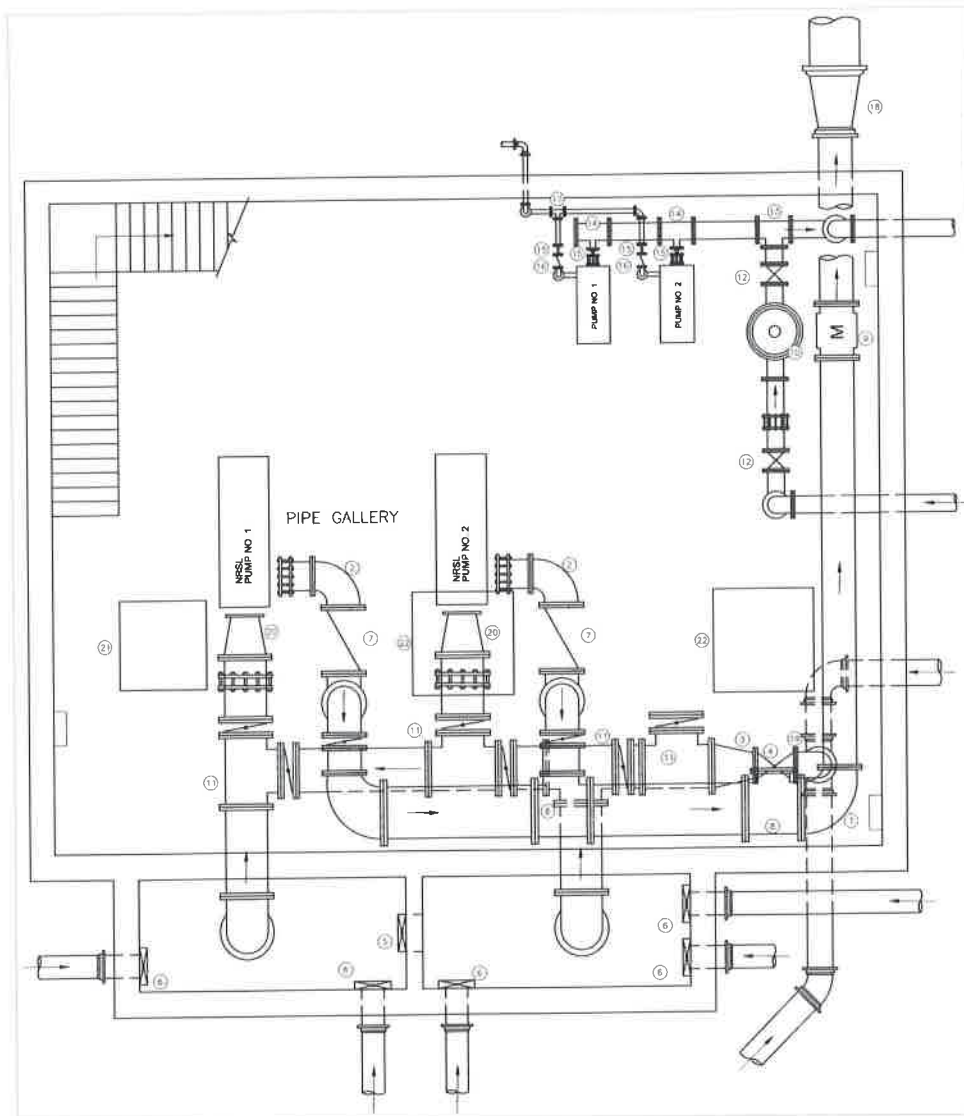
The Nitrification Return Sludge Pump Station was constructed in the 1990 expansion. The pump station contains two return sludge pumps and a non-potable water pumping system.



RAS Pumps 445  
Nitrification Return  
Sludge Pump Station.

A sludge wet well is located adjacent to the pump station dry well. The wet well is split into two sides with a dividing wall. The two sides can be isolated by closing a gate in the dividing wall. Sludge from Final Clarifiers 5-8 is discharged into this wet well. A 30-inch ductile iron pipe header conveys sludge from the wet well to NRSL Pumps 4 and 5. The NRSL pumps discharge into a 36-inch pipe that conveys sludge to the Zone 2 aeration influent channel. A tee is located in the return sludge force main to allow installation of a third return sludge pump.

The return sludge pumps are controlled through Variable Frequency Drives (VFDs) located in the pump station upper level. These VFDs were installed in 2015 during the Electrical/SCADA upgrade project. The sludge pumps are controlled automatically through the plant SCADA system.



The NRSL return  
sludge pump  
station shown in  
the adjacent figure  
has space to add a  
new NRSL pump to  
the basement.



The NRSL pumps were installed during the original construction project in 1990.

Pump seal water systems provide flushing water to the pump mechanical seals utilizing the plant non-potable water system.

Access to lift pumps and equipment in or out of the Nitrification Gallery is through existing sky lights and an access hatch in the pump station top slab.

The pump station lower level is ventilated through an exhaust ventilator mounted on the pump station top slab. Based on original design drawings the ventilation rate is 3,000 cfm.

The upper level electrical room is ventilated through a wall mounted ventilator and louver. During hot weather the electrical room doors were open for supplemental ventilation.

A sump pump is located in the southeast corner of the pump station lower level. The pump is automatically controlled based on water level in the sump.

A 24-inch magnetic flow meter is provided to measure, indicate and transmit instantaneous rate of RAS flow to the SCADA system.

**Existing facilities have only one sump pump in each building. Consideration will be given to adding a second sump pump to each structure.**

## PROJECT OVERVIEW AND SCOPE OF ENGINEERING SERVICES

Strand’s scope of services was developed with LFUCG’s RFP as the basis and tailored based on our understanding of specific West Hickman WWTP needs. Our scope also includes an initial operations review and staff interview phase as requested, so there is flexibility to tailor the design to address feedback and trends identified at this stage.

### Return and Waste Sludge Pumping Capacity

Pumping capacity will be reviewed during the preliminary engineering phase to determine adequacy of existing pumping facilities. Any required increase in pumping capacity can be addressed by increasing the design flow (and TDH) for each pump or, in the case of return sludge, can be increased by adding pumps. Any increase in pump horsepower or the number of pumps will impact the respective electrical motor control centers.

### Return and Waste Sludge Pump Replacement

Alternatives for pump replacement will be reviewed during the preliminary engineering evaluation. Existing pumps are horizontal configuration. Pumps from various manufacturers will be considered based on flow, TDH and pump efficiency.

### NFPA 820 and NFPA 79 Review

NFPA 820 contains recommendations for fire protection in wastewater facilities. Many of the recommendations are related to hazard classifications and ventilation requirements. Existing facilities will be reviewed during the preliminary engineering phase in light of NFPA 820 recommendations. Facilities included in this review are:

- Nitrification Gallery where NRSL and NWSL/NSC pumps are located;
- Nitrification Gallery Penthouse;
- Nitrification Return Sludge Pump Station Lower Level; and
- Nitrification Return Sludge Pump Station Upper Level.

### Valves

Based on age and operating experience, existing check valves and drain valves will be replaced as part of the construction project.

**Strand understands implications of NFRA 820 on existing facilities. We anticipate ventilation and other improvements will likely be required to conform with these recommendations.**



### **Electrical Controls and VFDs**

Electrical controls and VFDs will be modified as required to support installation of new pumping equipment. Existing conductors from VFDs to pump motors will be reviewed for potential replacement along with motor disconnects.

### **Lighting Improvements**

Replacement light fixtures will be identified where lighting has not been replaced with newer LED type fixtures.

### **SCADA Improvements**

SCADA improvements will include modification of graphics and monitored inputs/outputs. The construction documents will include requirements for Intellimodus to perform these modifications as an allowance in the construction contract.

Strand's SCADA experience at West Hickman results in comprehensive modifications to support process improvements.

### **Electrical Arc Flash, Device Coordination and Short Circuit Considerations**

The construction documents will include requirements for eHazard to perform arc flash, device coordination and short circuit studies. These studies will be the basis for circuit breaker settings and labeling for arc flash hazard. During design a preliminary electrical 1-line diagram will be provided for eHazard review to confirm approach to these studies is consistent with their recommendations.

### **Sump Pumps**

The Nitrification Gallery and the Nitrification Return Sludge Pump Station are each provided with a sump pump. These sump pumps will be replaced as part of the construction project. Modifying the sump pump installations to contain two sump pumps will be considered during design.

### **Flow Metering**

Magnetic flows meters are provided to monitor return and waste sludge flow. These flow meters transmit instantaneous flow values to the SCADA system and flow meters will be evaluated based on age and condition. If necessary, meters will be replaced with new equipment.

### **Ventilation**

Ventilation for the Nitrification Gallery, Penthouse, NRSL Pump Station Lower Level and NRSL Pump Station Upper Level will be reviewed based on NFPA 820 recommendations and equipment heat loads. Ventilation improvements are anticipated and will be included in the construction documents.

## **PROJECT GOALS**

Strand's approach addresses the following project goals.

1. Compliance with Remedial Measures Plan scope and project schedule as mandated by the LFUCG Consent Decree.
2. Rebuilding or replacement of aging pumping equipment.
3. Upgrading valving and piping.
4. Replacing existing electrical equipment as required to support equipment improvements.
5. Replacing aging HVAC equipment to improve ventilation systems.
6. Address SCADA modifications to reflect changes in pumping equipment.



**Task 1 – Existing RAS/WAS Pump Station Review**

The process and facilities review will build upon Strand’s current knowledge and understanding of treatment operations at West Hickman WWTP. Through several recent projects, the project team has a good understanding of the WWTP as a whole. Our expertise in all areas of wastewater treatment will provide a basis for evaluating the specific needs and challenges related to making improvements to the pumping stations. Current sludge pumping capacities will be reviewed for adequacy, especially in light of nutrient removal process considerations.

Strand will conduct a kick-off meeting followed by an interview with WWTP operations and maintenance staff regarding the existing RAS/WAS pumping systems. Our kick-off meeting will be attended by Mike Davis, Mark Sneve and Marisa Grubb.

**Task 2 – Develop Equipment/Process Replacement Concepts and Schedules**

Strand will complete a Preliminary Engineering Report to consider alternatives for pump and equipment replacement. The long-term maintenance and operation of equipment will be considered as well as the impact on plant operations during construction.

Construction sequencing will be considered to minimize construction impact on day-to-day operation. Life cycle costs, present worth analyses, preliminary cost estimates, and implementation schedules will be determined for proposed improvements and equipment replacement.

Results from these evaluations will be summarized in the Preliminary Engineering Report that is presented to LFUCG staff for review and acceptance prior to initiating detailed design.

**Task 3 – Detailed Design**

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

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

Drawings will be developed during the final design phase. We anticipate the drawing set will include approximately 25 sheets, addressing demolition and new construction for process, mechanical, architectural, electrical, and instrumentation disciplines.

Specifications will also be developed during the design phase. Strand will provide technical specifications, including Divisions 1 through 46. Division 0, including Parts I through IX will be based on LFUCG standard specifications. Strand is familiar with LFUCG specification requirements and understands how these documents are interfaced with the technical specifications.

**Task 4 – Bidding Services**

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

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

Strand’s project approach is tailored to meet current and future treatment needs.

**Task 5 – Contract Administration Services**

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

**Strand's construction-related services will be provided through our Lexington office.**

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

Strand's overall fee is summarized in the following Fee Schedule.

**Investigation/Design Services for West Hickman WWTP  
RAS/WAS Improvements Project**

**Fee Schedule**

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

**Section 2**

**Scope of Work: RAS/WAS Improvements Project**

A.	Task 1: Existing Process Performance Review	Cost Task 1: _____	\$ 10,000
B.	Task 2: Develop Equipment/Process Replacement Concepts	Cost Task 2: _____	\$ 20,000
C.	Task 3: Detailed Design	Cost Task 3: _____	\$ 70,000
D.	Task 4: Bidding Services	Cost Task 4: _____	\$ 14,000
E.	Task 5: Construction Administration Services	Cost Task 5: _____	\$ 65,000

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

\_\_\_\_\_ 2.5 hours/week / \_\_\_\_\_ 130 hours total / \_\_\_\_\_ \$124/hour

Section 2 Total Cost: \$179,000

# C. ESTIMATED

## SCHEDULE





# Estimated Schedule

Strand's Project Schedule and Staffing Plan Provide Engineering Support to Meet December 2023 Consent Decree Completion Date

## DEGREE OF LOCAL EMPLOYMENT

### Our Lexington-Based Project Team Will Maximize Local Employment

Selection of Strand for this project will maximize local employment utilizing our Lexington office staff to manage and deliver the project. We anticipate approximately 97% of total staff hours expended, will be staff permanently located in our Lexington office. Our Project Team is local and invested in many aspects of our community. We have established working relationships with LFUCG DWQ engineering and plant operations personnel. The following illustrates that our Lexington office and Project Team is local with team members that live in Lexington and have supported LFUCG initiatives for over 51+ years.

Strand project schedule meets EPA Remedial Measures Plan completion schedule with two months of float.



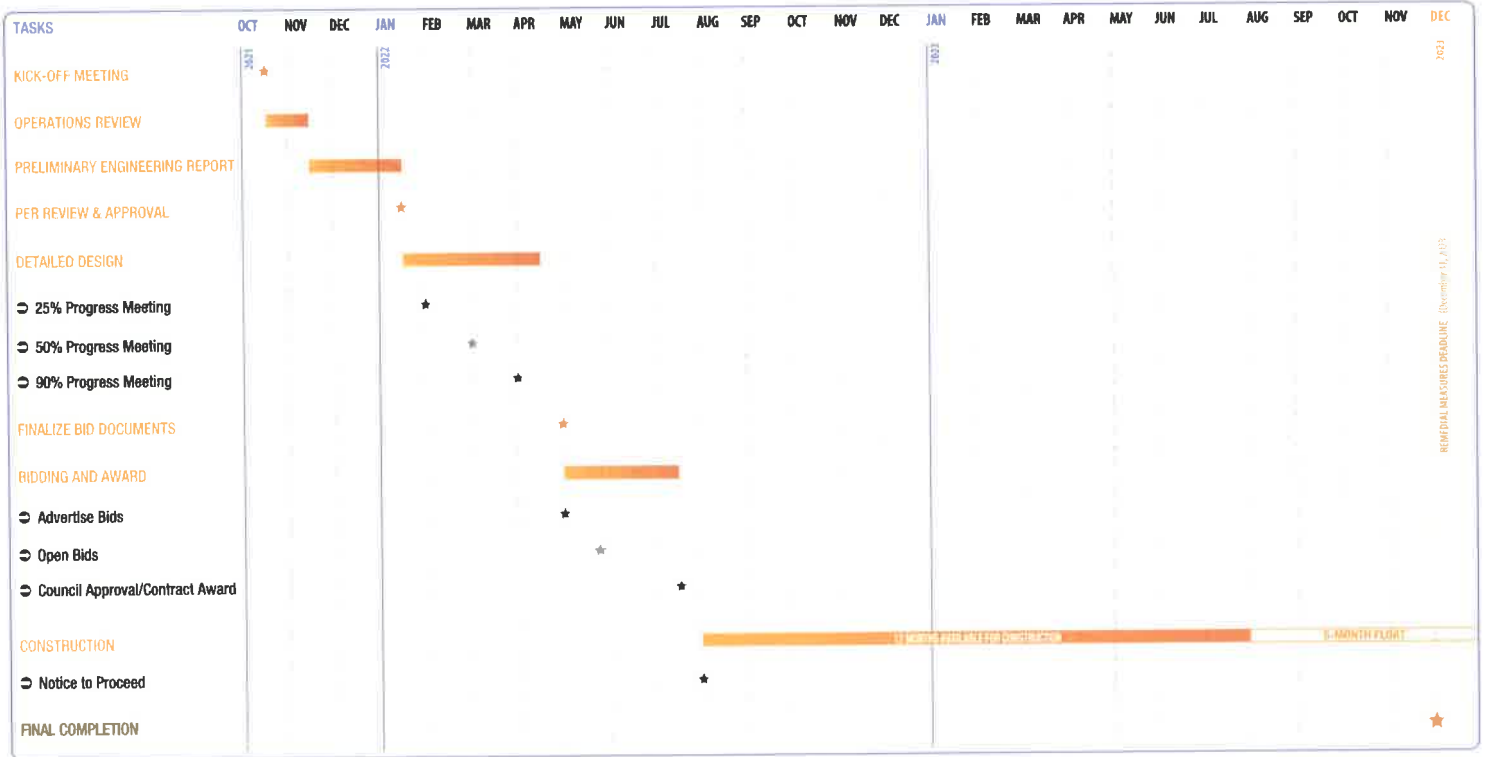
### Our Lexington Office is Local

- Founded in 1968 (Six Years before Lexington and Fayette County Governments merged).
- Provided continuous record of service to Lexington since 1968.
- Local Design Team members have over 38 years of project experience serving LFUCG on major wastewater treatment projects.
- Ten Miles separate our Lexington Office and the West Hickman Wastewater Treatment Plant.

The schedule on the following page shows project final completion by December 31, 2023, with engineering evaluation beginning in October 2021. The schedule allows one month to complete the operations review and the preliminary engineering report. The schedule allows three months for design. Our recent experience with KDOW indicates the review process will take approximately two months. Bid documents will be issued to solicit bids from contractors. The bid process will take approximately two months to receive bids and obtain LFUCG Council approval. Once awarded, the construction contract duration is expected to be 12 months. The construction duration will be impacted by actual equipment delivery times, and may need to be adjusted during design.

We have prepared a construction phase Gantt chart showing reasonable schedules for shop drawings and equipment fabrication and delivery. Our 12-month construction schedule predicts an early completion and five months of float before reaching the Consent Decree deadline.







### Strand’s Project Approach Seeks to Engage MWDBE/VOB Participation

As a firm that supports initiatives of our local government, we endeavor where practical to incorporate MWDBE/VOB participation goals in our contracting opportunities. Based on defined project scope, we did not identify services for MWDBE/VOB consultant.

### CAPACITY TO PERFORM WORK

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

Strand coordinates staff assignments corporate-wide through a scheduling system. This allows us to make sure the right staff are available at the right time for each of our projects. The following table shows staff availability and project requirements for the next 12 months beginning in October 2021.

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

CAPACITY (12 MONTHS)	* MIKE DAVIS		MARK SNEVE		* LIZ DIENST		* STEPHEN MOORE		* MARISA GRUBB	
	REQ'D	AVL	REQ'D	AVL	REQ'D	AVL	REQ'D	AVL	REQ'D	AVL
OCTOBER-21	●	24	●	16	●	67	●	24	●	44
NOVEMBER-21	●	24	●	16	●	24	●	27	●	60
DECEMBER-21	●	40	●	8	●	24	●	48	●	68
JANUARY-22	●	40	●	49	●	105	●	40	●	92
FEBRUARY-22	●	51	●	10	●	111	●	40	●	60
MARCH-22	●	49	●	17	●	119	●	40	●	100
APRIL-22	●	65	●	41	●	121	●	136	●	108
MAY-22	●	94	●	29	●	149	●	112	●	104
JUNE-22	●	94	●	48	●	159	●	100	●	72
JULY-22	●	92	●	46	●	151	●	152	●	104
AUGUST-22	●	106	●	53	●	174	●	164	●	106
SEPTEMBER-22	●	108	●	46	●	166	●	156	●	98
TOTAL	200	787	32	379	60	1370	240	1039	320	1016

Lexington-based staff are noted with an asterisk in the table above. Based on these projected hours, we anticipate Strand’s Lexington-based staff will provide approximately 97% of required services through project completion. For bidding, contract administration and RFP, we anticipate Lexington staff will provide 100% of these services.





# Project Team

## Strand's Project Team Understands The West Hickman WWTP RAS/WAS Pumping Systems and Operational Requirements that Must be Maintained During Construction

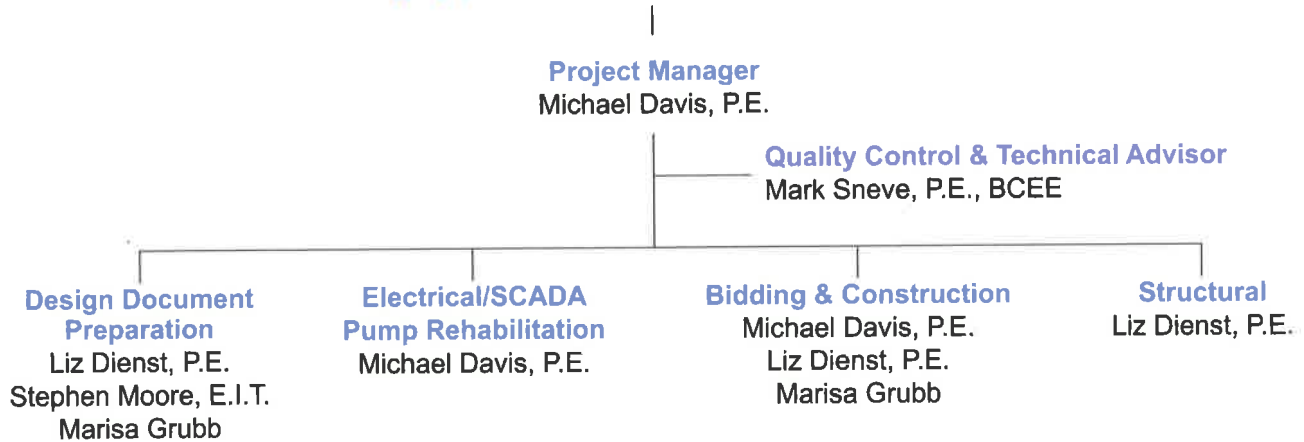
Our Project Team is assembled to provide all the technical expertise necessary to upgrade the RAS/WAS pumping facilities. During design, the project team will evaluate existing conditions and potential impacts from other on-going and future treatment plant construction projects. Our Team includes a combination of individuals who have extensive wastewater treatment experience, familiarity with the West Hickman Wastewater Treatment Plant (WWTP), and lengthy professional careers successfully providing wastewater treatment design services for Lexington-Fayette Urban County Government (LFUCG) and other municipal utilities.

**Our Team has the commitment and requisite design experience to successfully complete this project.**

In addition to technical expertise, our Team Members have availability to provide the level of service required in the available project time schedule. Our organization chart is structured to take advantage not only of expertise, but available time. Our Project Team is organized to share tasks in an efficient manner, resulting in project delivery to meet the Consent Decree deadline. One-page resumes of key team members follow at the end of this section.



## LEXINGTON



### Qualifications of Key Project Team Members



#### Michael Davis, P.E.

Project Manager/Pump Rehabilitation/  
Electrical/SCADA/Bidding and Construction

**Mike** has over 38 years of experience serving LFUCG on numerous wastewater treatment projects. He has served as Project Manager for many of these projects, including the Town Branch/West Hickman WWTP Electrical/SCADA Improvements project and the Town Branch WWTP RAS/WAS pump station improvements project. He provides a historical understanding of operations and improvements at West Hickman WWTP, and he will also provide electrical design services as he has on many LFUCG projects since the late 1980s.

**Mike has served as Project Manager for many LFUCG projects, including many at the Town Branch WWTP.**



**Mark Sneve, P.E., BCEE**  
Quality Control and Technical Advisor

**Mark** will serve as a **Quality Control** and **Technical Advisor** during all phases of the project. Mark is a licensed professional engineer, with 32 years of project experience. Mark has extensive experience providing engineering services for major wastewater plant expansions. He is very familiar with the West Hickman WWTP from previous studies and projects and has an in-depth understanding of phosphorus removal processes.

**Mark** is very familiar with the West Hickman WWTP from previous studies and construction projects.



**Liz Dienst, P.E.**  
Structural Design/Design Document Preparation/Bidding and Contract Administration

**Liz** will be the **Structural Engineer** and responsible for **Design Document Preparation** on this project. Liz will also assist Mike Davis with **Bidding and Contract Administration** for this project. Liz is a graduate of the University of Dayton and is a licensed professional engineer with 19 years of experience. From our Lexington, KY office, Liz has a variety of project management experiences covering municipal, water, wastewater, and structural design and construction contract administration projects. Liz's design capabilities include structural design, architectural-related tasks, waterline and sanitary sewer line design.

**Liz** has served LFUCG on major wastewater projects for 19 years.



**Stephen Moore, E.I.T.**  
Design Document Preparation

**Stephen** has four years of applied experience in design phase and construction phase services for wastewater pumping projects. He will assist Liz Dienst with **Design Document Preparation** on this project. He recently served as RPR for an LFUCG consent decree project and is proficient with drawing and specification development. His experience also includes design support for major trunk sewer replacement projects involving field data collection, surveying, alternatives evaluation, plan-profile development, utility conflict analysis, and contract document preparation.

**Stephen's** experience serving LFUCG DWQ on projects from design through construction give him the background to provide similar services on this project.



**Marisa Grubb**  
Design Document Preparation/Bidding and Construction

**Marisa** will assist Liz Dienst with **Design Document Preparation** and **bidding** and **construction** efforts on this project. She has assisted with a wide variety of projects that involve concept design, engineering design, field work, and cost estimating. She has participated in the concept design Town Branch WWTP RAS/WAS Pump Station Improvements by determining feasibility of various valve arrangements for the RAS system piping. She also performed pump hydraulic calculations and drafted pump curves for existing and potential pumps for the RAS system. Additionally, she also helped determine each pump's estimated annual utility costs to aid in deciding the most cost-effective product.

**Marisa's** experience includes engineering support for the Town Branch RAS pumping improvements projects.



## Character, Integrity, Reputation, Judgment, Experience and Efficiency

### Strand's History of Success is Fostered by Helping Our Clients Succeed through Excellence in Engineering

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

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

The table below highlights the volume of construction projects designed and bid by Strand. In addition, Strand provides a large volume of client service that does not result in construction for studies and other related field activities. We remain firm believers that the growth of this volume is indicative of our commitment to meeting client needs. *For calendar year 2021, Strand was ranked in the Engineering News Record as 178th of the Top 500 Design Firms nationally and ranked 19th in the Nation as a Wastewater Design Firm by Engineering News Record Midwest.*

The adjacent list shows, for our designs, the annual value and number of our construction contracts in each of the last 10 years. Strand has been a part of the Lexington community for more than 50 years. During this time, we have served LFUCG on numerous major wastewater treatment projects. Our **Character, Integrity, Reputation, Judgment, Experience and Efficiency** are demonstrated by our long-standing working relationship with LFUCG, and the interaction of our Project Team members with DWQ and West Hickman WWTP staff.

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



Strand-Designed Construction Contracts		
Year	No. of Contracts	Bid Amount
2020	257	\$353,500,000
2019	218	\$382,500,000
2018	129	\$220,000,000
2017	169	\$320,000,000
2016	125	\$365,000,000
2015	128	\$320,900,000
2014	84	\$144,900,000
2013	120	\$193,000,000
2012	126	\$161,900,000
2011	126	\$193,600,000



# Michael L. Davis, P.E.

## Senior Associate

### AREAS OF EXPERTISE

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

### PROFESSIONAL EXPERIENCE

Mike is a licensed professional engineer who serves as Project Manager and Senior Engineer for a variety of project types. His experience includes serving a broad range of municipal, institutional and private clients.

#### Wastewater Treatment Facilities

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

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

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

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

**Electrical Instrumentation and Control** experience includes design and construction-phase services for numerous projects including water and wastewater treatment plants, pumping

stations, commercial office buildings, signals and lighting. Projects include distribution systems with voltages ranging from 120/240 volts to 12,470 volts. Instrumentation control experience includes PC-based SCADA systems with up to 60 remote sites, and PLC-based control systems and treatment process monitoring/control equipment to provide plant automatic control.

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

**Lexington-Fayette Urban County Government – Town Branch RAS/WAS Pumping Improvements, Lexington, Kentucky** – Project Manager and Electrical Engineer for RAS pumping station improvements at Town Branch WWTP.

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

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

### YEARS OF EXPERIENCE

38

### YEARS WITH FIRM

38

### EDUCATION

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

### REGISTRATION

Professional Engineer in Kentucky, Alabama, and Mississippi

# Mark A. Sneve, P.E., BCEE

## Senior Associate

### AREAS OF EXPERTISE

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

### PROFESSIONAL EXPERIENCE

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

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

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

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

**Laboratory** experience includes serving as Director of Technical Activity for private laboratory. Responsible for laboratory quality

assurance plan, troubleshooting, personnel, and financial aspects.

### PUBLICATIONS (Partial Listing)

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

YEARS OF  
EXPERIENCE  
32

YEARS WITH FIRM  
32

### EDUCATION

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

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

### REGISTRATION

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

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



# Elizabeth A. Dienst, P.E.

## AREAS OF EXPERTISE

- Project Management
- Structural Design of Commercial Buildings
- Structural Design of Wastewater Treatment Facilities
- Structural Design of Educational and Industrial Buildings
- Structural Design of Retaining Structures
- Design of Water Supply and Design of Wastewater Collection

## PROFESSIONAL EXPERIENCE

Elizabeth is a licensed professional engineer in Kentucky with more than 14 years of experience. She has a variety of project management experience covering municipal, water, wastewater, and structural design and construction administration projects. Her project management experience has ranged from small, short-term projects up to multiyear construction administration projects with construction budgets up to \$26 million. Elizabeth's design capabilities include structural design, architectural related tasks, as well as sanitary sewer design and studies. Her structural project assignments have given her experience with steel framed buildings, reinforced concrete structures of all shapes and sizes, reinforced masonry structures, retaining structures in a variety of materials, and precast structures. Through the variety of projects she has worked on she has gained the ability to analyze buildings in a variety of situations and geographical locations, for compliance to building codes, including buildings in Hazardous occupancies.

**Municipal Wastewater** experience includes structural design of wastewater treatment facilities utilizing cast-in-place concrete, precast concrete, reinforced masonry, and structural steel for both new facilities and modifications to existing facilities for communities in Kentucky, West Virginia, Ohio, Indiana, and Wisconsin. Design and construction project management and resident observation experience for wastewater treatment facilities and sanitary sewer collection, conveyance, and pump stations in Kentucky.

**Municipal Water** experience includes structural design of potable water reservoirs, pumping stations, and water treatment facilities for communities in Kentucky, West Virginia, and Wisconsin. Experience includes hazardous occupancy code review and compliance. Design and construction project management and resident observation experience for water

treatment plant, water storage, and water main projects in Kentucky.

**Industrial Building** experience includes new facilities as well as modifications to existing structures for food processing plants, distillery buildings and warehouses, and manufacturing warehouses.

**Project Management** experience with design and construction administration projects. Successful in managing large or small design teams on site-civil design, facilities design and water and wastewater design projects. Effective manager of construction administration projects of all types and disciplines. Experience includes large and small site-civil contracts, water supply and wastewater treatment facilities, sanitary sewer systems, water mains and structural facilities.

## CONTINUING EDUCATION AND SEMINARS

- Leadership PE Graduate, Class of 2008 – 2009.

## PROFESSIONAL AFFILIATIONS

- Kentucky Society of Professional Engineers (Past President, Bluegrass Chapter)
- National Society of Professional Engineers

## YEARS OF EXPERIENCE

19

## YEARS WITH FIRM

19

## EDUCATION

B.C.E. Civil Engineering –  
University of Dayton, Ohio,  
2002

## REGISTRATION

Professional Engineer in  
Kentucky

# Stephen K. Moore, E.I.T.



## AREAS OF EXPERTISE

- Resident Project Representative
- Pump Station Design
- Project Development
- Sanitary Sewer Design
- Stormwater
- Surveying and Mapping

## PROFESSIONAL EXPERIENCE

As project engineer Stephen provides support to nearly all facets of municipal engineering including design of sanitary trunk sewer and pumping station projects. His skill sets include utilization of MicroStation and Civil 3D CAD platforms for the development of project designs and construction drawings. He also brings a wealth of experience to asset management programs for field data inventory and structure condition assessments where he routinely utilizes GPS equipment with survey grade accuracy for system mapping activities. His experience also includes resident observation and inspection services for new sanitary sewer facilities located in developed neighborhoods.

**Wastewater** experience includes design support for major trunk sewer replacement projects involving field data collection, surveying, alternatives evaluation, plan-profile development, utility conflict analysis, and contract document preparation. Major project achievements include:

- **Midland Avenue Trunk Sewer Replacement, Lexington, Kentucky** – Provided project engineering support for design and construction of 4,000 lf of 12- to 24-inch diameter trunk sewer replacement along Main Street and Midland Avenue in downtown Lexington. Efforts included plan-profile drawings, documentation of existing utilities, and support for construction administration including preparation of final record drawings for closeout of this \$5.9 million remedial measures improvement project.
- **Sharon Village Pump Station, Force Main, and Trunk Sewer replacement, Lexington, Kentucky** – Served as Project Engineer for the upgrade and replacement of existing like facilities with a new 1100 gpm duplex submersible pump station and auxiliary electrical building, with 1,000 lf of 10-inch force main and 2,750 lf of 12- to 15-inch diameter trunk sewer replacement.

Efforts included assistance with field reconnaissance, and plan-profile drawing development for this estimated \$3 million remedial measures improvement project.

- **Southeastern Hills Trunk Sewer Replacement, Lexington, Kentucky** – Currently serving as project engineer for the ongoing design of this LFUCG RMP trunk sewer replacement project for development of contract documents.

**Construction Services** experience includes Resident Project Representative (RPR) services for new pumping station and sanitary sewer facilities located in developed neighborhoods.

**Water Quality** experience includes landfill ground water monitoring, and airport runoff monitoring for Propylene Glycol deicer including operation and maintenance of monitoring equipment and detention basin.

**Field** experience includes GPS mapping and physical evaluation of municipal stormwater system, traffic counts to support traffic design, and RPR duties for a sanitary system installation.

## PRESENTATIONS/PUBLICATIONS

- Quality Assurance Plan for the Kentucky Wastewater Laboratory Certification Program, Author
- Report Comparing Leachate Constituent Levels to Natural Levels for Pilot Plant Evaluation, Author

## PROFESSIONAL AFFILIATIONS

- Civil Engineer Corp, United States Navy Reserves

## YEARS OF EXPERIENCE

4

## YEARS WITH FIRM

4

## EDUCATION

B.S. Civil Engineering,  
University of Kentucky, 2017

## REGISTRATION

Engineer-in-Training

# Marisa E. Grubb



## AREAS OF EXPERTISE

- Wastewater Treatment
- RAS/WAS Systems
- Biological Nutrient Removal
- AutoCad Drafting
- Wastewater Filtration
- Sanitary Sewer

## PROFESSIONAL EXPERIENCE

As Project Engineer, Marisa has assisted with a wide variety of projects that involve concept design, engineering design, field work, and cost estimating. Following are descriptions of that experience.

**Town Branch WWTP RAS/WAS Pump Station Improvements, Lexington, KY** – Participated in concept design of the pump station improvements by determining feasibility of various valve arrangements for the RAS system piping. Performed pump hydraulic calculations and drafted pump curves for existing and potential pumps for the RAS system. Additionally, determined each pump's estimated annual utility costs to aid in deciding the most cost-effective product.

**Cedar Creek WQTC Sludge Dewatering Evaluation, Louisville, KY** – Performed RAS pump hydraulics calculations to generate pump curve for the existing RAS pumps at Cedar Creek WQTC. The calculations and pump curves aided in evaluating and determining the efficiency of the existing RAS pumps.

**City of Ashland WWTP Expansion, Ashland, KY** – Produced as \$25 million cost opinion for a WWTP expansion pertaining to updating existing oxidation ditches. Design calculations compared two oxidation ditch modifications. The calculations included costing of structural modifications, splitter box construction, clarifier construction, equipment pricing, equipment installation, sitework, relative labor, maintenance, and power for each modification alternative. This cost estimation determined the feasibility of both oxidation ditch alternatives and aided in the decision of which alternative was to be applied to the WWTP expansion.

### Town Branch WWTP Aeration

**Improvements, Lexington, KY** – Observed construction efforts and progress on aeration system improvements. Documented construction progress to compare to and confirm accuracy of contractor's pay requests.

**Kentucky State Parks Wastewater System Improvements, Western KY** – Surveyed and flagged sanitary sewer system manholes in preparation for sewer line video inspection for Lake Barkley and Kentucky Dam Village State Resort Parks. The project includes identifying and evaluating inflow and infiltration as well as rehabilitating the existing system and designing new force mains and pump stations.

## RELEVANT INTERNSHIP EXPERIENCE

**Biological sludge nutrient removal** experience:

- Conducted research to evaluate and compare aerobic granular sludge performance and robustness to that of conventional activated sludge.

**Tertiary treatment system design** experience:

- Design and sized tertiary filtration systems for individual customer projects based on design flows, organic loadings, and effluent limitations.

**Biofouling of water treatment filters**

experience includes:

- Modifying carbon cloth microfilters to compact biological fouling via laser ablation and silver nanoparticle adhesion.

## Publications

- "Laser Functionalization of Carbon Membranes for Effective Immobilization of Antimicrobial Silver Nanoparticles", Journal of Environmental Chemical Engineering, 2020

## YEARS OF EXPERIENCE

1

## YEARS WITH FIRM

Hired in 2021

## EDUCATION

B.SE Chemical Engineering – Purdue University, West Lafayette, Indiana, 2021

## E. SIMILAR

### PROJECTS



# Similar Projects

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

Strand has been providing consistent and dependable engineering services for public and private sector clients since 1946. To serve our national client base, we have nearly 465 staff in 11 offices throughout the country, including our office in Lexington, Kentucky. Our Lexington-based staff have an established track record serving LFUCG since 1968. Wastewater is a major area of specialized experience for our company. After 75 years of success, we have grown into a significant wastewater engineering firm that is ranked among Engineering News Record Midwest as a Top Wastewater Firm, of which we were ranked 19th in 2021. Our Project Team provides the capabilities of a nationally recognized firm, with service from our local Lexington staff. Our Project Team brings the following key attributes to this important LFUCG project.

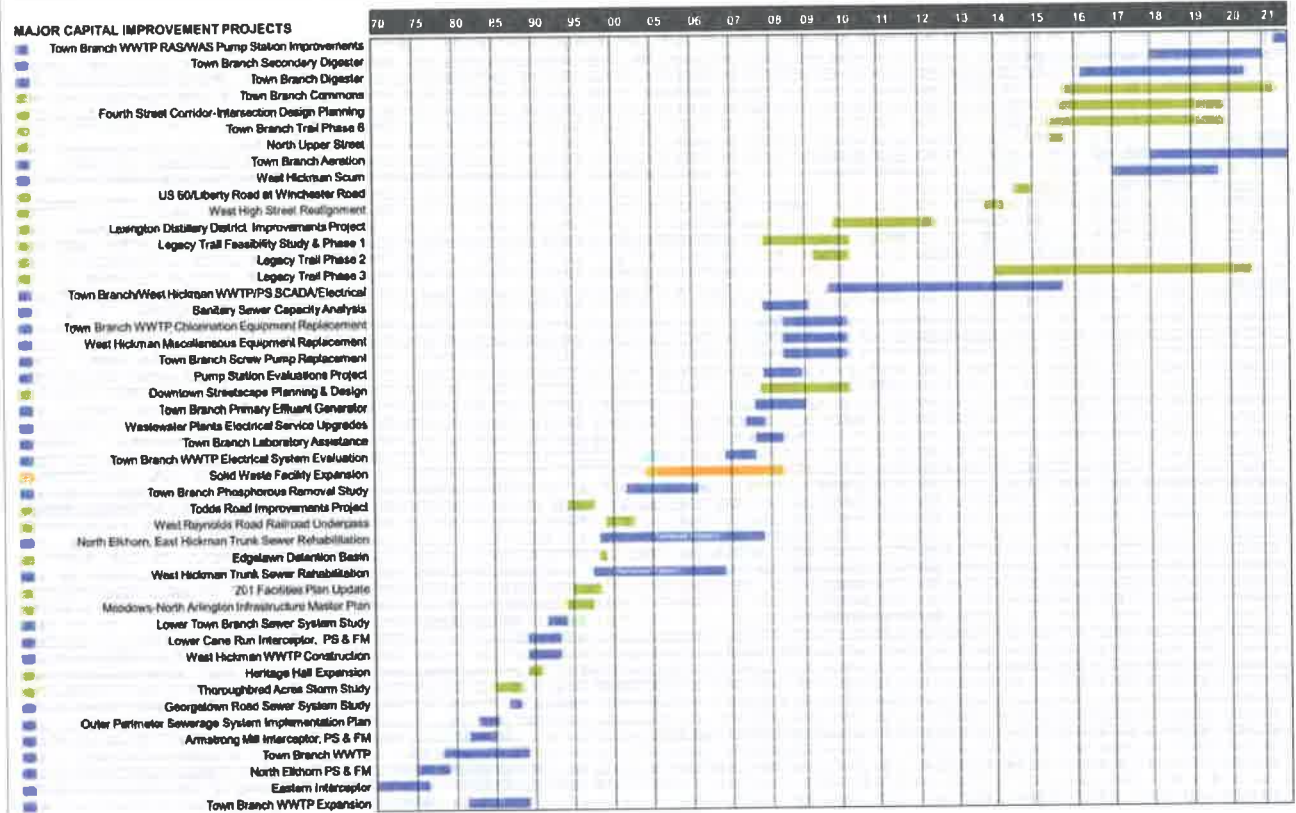
Strand has provided engineering services for LFUCG WWTP projects for over 41 years.

### PAST RECORD OF PERFORMANCE

Strand has served LFUCG continuously and successfully since 1968. We are proud of our record of performance and the privilege to be of service to the Urban County Government and to the community. Strand has provided a broad range of wastewater engineering services from initial planning through design and construction. More recently, we provided engineering services for the Town Branch Aeration Improvements, Town Branch Secondary Digester Improvements, Town Branch Primary Effluent Pump Station Improvements (Screw Pump Replacement) project, West Hickman Electrical and SCADA Improvements project, and the Town Branch Primary Digester Complex Improvements. We are also currently completing the design for improvements to the Town Branch RAS pumping system that has similar project components.

Strand's working knowledge of West Hickman WWTP treatment facilities and operations results in custom solutions for specific needs.

**Continuous, Proven and Unmatched Record of Service to LFUCG**





## SPECIALIZED EXPERIENCE

### Strand’s Understanding of West Hickman Treatment Process Systems Results in Constructible Improvement that Meet Current and Future Needs

For a project of this nature to be successful, it must incorporate input from LFUCG staff that are responsible for these facilities on a daily basis. Strand’s approach to project development emphasizes owner input. Beginning with the project kick-off meeting and continuing through all phases of project development, Strand will engage LFUCG operations and engineering staff to obtain input regarding equipment upgrades. This input, combined with Strand’s engineering expertise, will result in efficient, cost-effective systems. Strand has demonstrated this approach through prior projects completed with the LFUCG Division of Water Quality. ***Following are similar projects that demonstrate Strand’s ability to meet project challenges.*** Each of these projects includes new design or rehabilitation of pumping systems. Several projects were completed at West Hickman WWTP.

#### Town Branch RAS/WAS Pump Station Improvements – Lexington, KY

The Town Branch WWTP RAS/WAS Pump Station was constructed over 30 years ago. The existing RAS pumps and piping were installed during the original construction contract. Age and use had diminished RAS pumping capacity and many of the original valves no longer operated reliably. The Consent Decree Remedial Measures Program recommended improvements to the pump station to restore pumping capacity and repair/replace aging equipment to improve reliability. Strand Associates was selected to provide preliminary engineering, design, bid-related and construction-related services for this improvements project.

**Client/Contact:**  
Lexington-Fayette Urban  
County Government  
Tiffany Rank, P.E.  
(859) 425-2406

The Town Branch WWTP RAS pumping system includes four RAS pumps. The firm capacity is 45 mgd with three pumps operating simultaneously. This provides a RAS pumping capacity of 150% of the plant rated daily flow. The pumps are located in the pump station lower level. The original pumps had a vertical orientation with motors located on the upper level. A drive shaft conveyed power from the pumps to the motors below. Access openings were provided adjacent to each pump to allow pump removal utilizing a hoist and trolley unit.



Plant maintenance staff indicated that the pump location and orientation resulted in increased difficulty performing maintenance and repairs. Limited headroom was provided between the pumps and floor above, and the hoisting equipment required pumps to be disassembled and moved to positions under the floor openings for hoist use.



Two pump replacement options were investigated:

- Replace RAS pumps and motors with new units having similar orientation and pumping capacity.
- Replace RAS pumps and motor with new dry-pit submersible pumps having similar pumping capacity. Pumps would be located directly under the hoist/trolley, providing better access for maintenance compared to the original pump installation.

The dry-pit submersible pump option was selected based on improved maintenance access. This option had a somewhat higher capital cost associated with extending ductile iron piping for new pump locations and for structural modifications to the pump station to accommodate the different pump configuration.

In addition to replacing the RAS pumps, other repairs and improvements were included in the construction contract. These include:

- Replace WAS pump motors.
- Replace Motor Control Center and Variable Frequency Drives for RAS and WAS pumps.
- Review NFPA 820 recommendations and modify ventilation system to provide continuous ventilation in lower level.
- Replace roof and doors.
- SCADA improvements allowing removal of aging metering and controls equipment.

The RAS/WAS pump station improvements are scheduled for bidding in 2021, with completion prior to December 31, 2022. The current project opinion of probable construction cost is approximately \$3,500,000.

#### Lower Cane Run Interceptor Sewer/Pump Station Project – Lexington, KY

This LFUCG pump station has a firm capacity of 15,000 gpm and serves the northwest quadrant of Fayette County, including the University of Kentucky’s Coldstream Research Park. Over 11,000-acres has been made available for development as a result of this project which was outlined in concept by the master plan for the outer perimeter sewer system, a previous Strand project for LFUCG which provided a for planned implementation of wastewater service to outlying undeveloped areas of the urban service area.

**Client/Contact:**  
 Lexington-Fayette Urban  
 County Government  
 Dallas Taylor  
 (859) 621-7754

Project scope included over 11,000 feet of large diameter polyethylene gravity sewer line with portions of the line up to 35-foot deep, a 15,000-gpm pump station and over 21,000 feet of 30-inch diameter force main. The force main route included cross-country segments on undeveloped property, segments that were aligned parallel to existing railroad lines within their right-of-way, and segments within privately owned developed property. In addition, rail and highway crossings were accomplished by boring and jacking, with one bore approximately 400-feet in length that was performed without interrupting daily rail service. The pump station contains four dry-pit submersible type pumps powered by variable frequency electric drives ranging up to 455-hp. Pump staging is provided by varying pump speed to match influent flow through the use of a programmable logic controller. The installation is also provided with odor reduction and control equipment and a standby emergency electrical power generator.



Strand and Project Manager Mike Davis also provided construction phase services for this project, consisting of bidding, construction administration, project start-up, testing and close-out services. Construction was accomplished through four separate contracts over an 18-month period. The Lower Cane Run project was constructed at a cost of approximately \$6,700,000.





### Town Branch Primary Effluent Pump Station Upgrade – Lexington, KY

The Town Branch Primary Effluent Pump Station pumps effluent from the primary clarifiers up to the aeration tanks for continued flow through the treatment plant. The original pump station, constructed in 1988, utilized three enclosed screw pumps to convey 63 MGD of flow. When the screw pumps had reached the end of their useful life, LFUCG hired our firm to evaluate alternatives to replace the existing three screw pumps.

**Client/Contact:**  
Lexington-Fayette Urban  
County Government  
Tiffany Rank, P.E.  
(859) 425-2406

Strand completed a preliminary engineering evaluation that compared the following three alternatives for replacing the existing pumps.

- Enclosed screw pumps similar to existing screw pumps.
- Conventional submersible pumps.
- Wemco “Hydrostall” pumps.

The preliminary evaluation recommended conventional submersible pumps with variable speed drives based on this alternative’s cost and reliability. We provided complete mechanical, structural and electrical design for this project. Structural modifications were required to accommodate the new pumps. The wet well depth was increased to provide greater submergence for the pumps. A top slab was constructed to cover the three pump wet wells. Individual pump discharge piping was installed to convey wastewater from each pump discharge into the existing receiving channel.

A PLC-based flow/level control system was provided that utilized multiple PLCs for redundant control operation. Radar level monitoring equipment was provided in each pump wet well to monitor water level and provide inputs to the pump control system. The pumps provide the full 63 MGD pump station capacity if one of the three wet wells is taken out of service. A standby emergency generator was also installed to provide a redundant source of electrical power.

### Western Regional Water Reclamation Facility Drain Pumping Station Upgrade – Montgomery County, OH

Strand evaluated and designed improvements to the drain pumping station at the 20 mgd Western Regional Water Reclamation Facility. The project included replacement of four existing dry-pit centrifugal pumps, motors, and controls. The new pumps were rated for 3,000 gpm each at 56 feet TDH, furnished with variable frequency drives (VFDs), and integrated into the plant supervisory control and data acquisition (SCADA) system. The pumps were sized so that sufficient capacity could be achieved with one pump out of service, for a firm capacity of 9,000 gpm. We reviewed four possible pump capacity combinations before selecting to use four equal pumps because it provided maximum coverage over the pump station operating range and standardized on a common pump, motor, and VFD size. The pumps selected also dimensionally matched locations for existing piping penetrations into the wet well.

**Client/Contact:**  
Montgomery County  
Environmental Services  
(MCES)  
Saa Shemsu  
WRF Engineer  
(937) 781-2623

Pump station flow information furnished by MCES showed the existing pumps experienced frequent pump short cycling when pumps were operated at constant maximum speed. The short cycling was caused by a relatively small wet well operating range and pump full speed capacities that do not match actual influent flow rates. This short cycling was addressed through the implementation of the VFDs to automatically vary pump speed to match pump station output with influent flow.



Existing drain pumping station dry well with pumps.

A precast concrete premanufactured outdoor housing with slab-on-grade construction was provided for new electrical equipment. All process pipe, valves and pumps were replaced. Concrete pump bases were replaced or repaired, and new wet well level monitoring equipment installed. New piping and valves were provided to allow bypass pumping using a portable pump located outside the pump station. An 8-inch quick-coupled connection to the force main was provided for the bypass pump. The project also included the use of LED lighting for the new electrical building. A new





Supervisory Control Center (SCC) was provided to monitor and control pump automatic operation. The SCC utilizes a GE Programmable Logic Controller (PLC) with extensive DeviceNet communication to the new Motor Control Center (MCC) equipment.

**West Hickman/West Hickman Blower/SCADA Upgrade – Lexington, KY**

The Lexington-Fayette Urban County Government (LFUCG) operates two large wastewater treatment plants that treat the vast majority of wastewater generated in Fayette County and adjacent areas in Jessamine County. The West Hickman plant utilized older technology blowers for two aeration zones. The blowers were of an outdated, inefficient design, resulting in higher electrical energy costs. Additionally, during peak demand periods, the aeration systems had insufficient capacity to meet treatment needs.

**Client/Contact:**  
 Lexington-Fayette Urban  
 County Government  
 Tiffany Rank, P.E.  
 (859) 425-2406



SCADA control room allows the plant operator to control and monitor WWTP operation.

Both of these plants had aging electrical and SCADA systems that required a significant level of upgrading to improve operations and reliability. In addition to the treatment facilities, LFUCG operates a collection system with 82 pump stations, each monitored by a radio-based system. The radio telemetry system was approximately 25 years old and utilized discontinued technology.

LFUCG commissioned Strand Associates to evaluate the electrical and SCADA systems for both wastewater treatment plants. The resulting Needs Assessment identified equipment and systems that needed to be replaced or upgraded and provided preliminary cost information for budget planning. This Needs Assessment became the roadmap that LFUCG and Strand are following to implement the Electrical and SCADA improvements project for both plants. The Strand Project Team, including CDM-Smith, Inc. were hired to design facility improvements.



**AFFIDAVIT**

Comes the Affiant, Joseph M. Bunker, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Joseph M Bunker

STATE OF Wisconsin

COUNTY OF Dane

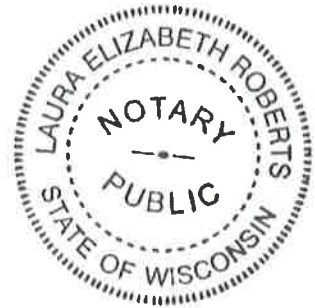
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Joseph M. Bunker on this the 8 day

of September, 2021

My Commission expires: July 4, 2025

Laura Elizabeth Roberts  
NOTARY PUBLIC, STATE AT LARGE



## **GENERAL PROVISIONS**

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

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

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

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

**A. Termination for Cause**

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

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

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must



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

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

  
Signature

9/8/2021  
Date

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

**Bidders**

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

*Joseph M. Bunker*  
\_\_\_\_\_  
Signature

Strand Associates, Inc.®  
\_\_\_\_\_  
Name of Business



### **Equal Employment Opportunity Policy Statement**

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** RFP #28-2021 Investigation / Design Services for West Hickman WWTP RAS/WAS Improvements Project

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. * see note below	* see note below	* see note below	*see note below	*see note below
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.

Strand Associates, Inc.  
Company

*Joseph M. Bushler*  
Company Representative

9/8/21  
Date

Corporate Secretary  
Title

\* Note: Strand strives to achieve LFUCG's MWDBE and VOB participation goals and regularly includes MWDBE and VOB consultants on our project teams. This project's size and LFUCG's scope results in limited opportunities to include a subconsultant. Strand is committed to identifying DBE and VOB opportunities as final project scope is developed.

## **LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** RFP #28-2021 Investigation / Design Services for West Hickman  
WWTP RAS/WAS Improvements Project

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Strand Associates, Inc. \_\_\_\_\_

**Company**

9/8/21 \_\_\_\_\_

**Date**

  
\_\_\_\_\_

**Company Representative**

Corporate Secretary

**Title**

\* Note: Strand strives to achieve LFUCG's MWDBE and VOB participation goals and regularly includes MWDBE and VOB consultants on our project teams. This project's size and LFUCG's scope results in limited opportunities to include a subconsultant. Strand is committed to identifying DBE and VOB opportunities as final project scope is developed.



**WORKFORCE ANALYSIS FORM**

Name of Organization: Strand Associates, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	10	8	1						1							8	2
Professionals	324	247	48	6	3	2				9	4			3	2	267	57
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	71	58	9	2	1	1										61	10
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	54	10	36	1	2		1		1	1	2					12	42
Skilled Craft	-															-	-
Service/Maintenance	3	1				2										3	-
<b>Total:</b>	<b>462</b>	<b>324</b>	<b>94</b>	<b>9</b>	<b>6</b>	<b>5</b>	<b>1</b>	<b>-</b>	<b>2</b>	<b>10</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>3</b>	<b>2</b>	<b>351</b>	<b>111</b>

Prepared By: Audra Wells, H/R Coordinator  
(Name and Title)

Date: 8/24/21

*Revised 2015-Dec-15*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2021

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

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

<b>PRODUCER</b> Ansay & Associates, LLC. 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	<b>CONTACT NAME:</b> Joe Keal <b>PHONE (A/C, No. Ext):</b> 800-643-6133 <b>FAX (A/C, No):</b> 608-831-4777 <b>E-MAIL ADDRESS:</b> joe.keal@ansay.com														
<b>INSURED</b> STRAASS-01 Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : CNA Insurance Companies</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CNA Insurance Companies	35289	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 130199209      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> Bkt. Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5099170076	1/1/2021	1/1/2022	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 900,000 MED EXP (Any one person)      \$ 15,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099170062	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5099170059	1/1/2021	1/1/2022	EACH OCCURRENCE      \$ 2,000,000 AGGREGATE      \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N      N/A			WC595126844	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE      \$ 1,000,000 E.L. DISEASE - POLICY LIMIT      \$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim      2,000,000 Aggregate      2,000,000 Full Prior Acts

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

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center; padding: 20px;">Blank Certificate</div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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