

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 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, Lexington, KY 40517 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for Investigation/Design Services for Town Branch WWTP RAS/WAS Pump Station Improvements as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 31-2020 (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 Town Branch WWTP-5 & 6 RAS and WAS Pump Station 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 # 31-2020(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 # 31-2020).

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 # 31-2020**, 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 # 31-2020**, 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 \$155,000.00. 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.
- ~~d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.~~
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

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

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CONSULTANT:
Strand Associates, Inc.

BY: Linda Gorton
LINDA GORTON, MAYOR

BY: Joseph M Bunker

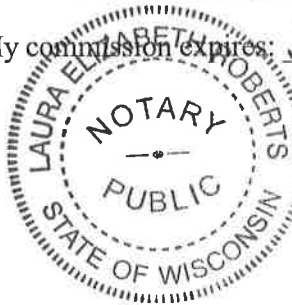
ATTEST:

Mackenzie Sommer
URBAN COUNTY COUNCIL CLERK
Deputy

~~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 12 day of March, ~~2019~~ 2021

My commission expires: July 4, 2021



Laura Elizabeth Roberts
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

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).

PRODUCER Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	CONTACT NAME: Joe Keal		FAX (A/C, No): 608-831-4777	
	PHONE (A/C, No, Ext): 800-643-6133			
INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : CNA Insurance Companies			35289
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES

CERTIFICATE NUMBER: 26667150

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		5099170062	1/1/2021	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC595126844	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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	7/11/2020	7/11/2021	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 Town Branch WWTP RAS/WAS Pump Station Improvements RFP #31-2020

The Lexington Fayette Urban County Government, its elected & appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors are named as additional insured on a primary and non-contributory basis on the General Liability and Automobile Liability policies as per written contract.

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

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government
 200 E. Main Street
 Lexington KY 40507

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP # 31-2020

Investigation / Design Services for Town Branch WWTP RAS/WAS Pump Station 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 Town Branch Wastewater Treatment Plant (WWTP) RAS/WAS Pump Station Improvements.

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 Town Branch Wastewater Treatment Plant (WWTP) RAS/WAS Pump Station Improvements.

Per the Group Two Sanitary Sewer System and WWTP Remedial Measures Plan (RMP), the intent of the Town Branch WWTP RAS/WAS Pump Station 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 Town Branch WWTP RAS/WAS Improvements Project must be complete by December 31, 2022.**

The existing RAS/WAS Pumping Station was constructed in the late 1980s. As stated in the *Group Two Sanitary Sewer System and WWTP Remedial Measures Plan (2011)*, “the RAS Pumping Station is equipped with four (4) 12,000 gpm pumps. The current RAS pumps have reduced efficiency due to excessive wear and cannot achieve their design flow rates. The RAS pumping station was built around the pumps in such a way that pump removal/replacement will be extremely difficult. Therefore, it is recommended that each of the RAS pumps be taken apart for evaluation and rebuilt accordingly to restore performance and reliability to the RAS pumping system. The WAS pumping station (located in the Building with the RAS pumps) is equipped with three (3) 650 gpm pumps. WWTP staff recently (2011) replaced two of the pumps; however the third pump is at the end of its useful service line and can no longer achieve the specified design performance. Therefore the remaining pump should be replaced in order to restore the pumping station performance and reliability.” Since the RMP was completed in 2011 staff have replaced the 3rd WAS pump; the pumps are performing well. While the WAS pump replacement is not required, replacement of the three (3) 20 hp motors is included in the scope of this project. Included in Appendix A and B are pipe drawings and pictures of the existing area and pumps.

The CONSULTANT will evaluate the existing RAS/WAS Pumping Station. Rehabilitation VS replacement will be compared for the RAS pumps. New motor control centers and updated SCADA controls are included in the project. Significant valving and/or piping modification will be designed for the renovations to be achieved while the plant continues to operate.

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 Pumping Station. In the Preliminary Engineering Report (PER), rehabilitation of the RAS pumps VS replacement of the pumps will be compared. WAS pump motors will be replaced in the project. Motor control centers, SCADA controls, variable frequency drives, instrumentation equipment, ventilation, lighting, and New PLCs will be evaluated and replaced with this design. The building roof will also be replaced.

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. CONSULTANT should assume that the existing butterfly and check valves on the RAS pump suction and discharge piping are not operational because they have not been serviced or exercised consistently since they were installed.

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

The PER will summarize the options with detailed construction estimates.

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

- (1) Interview Town Branch 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) Collect any other supporting data needed for design decisions.
- (4) Observe the operations and trends for the pump station.

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

- (1) Evaluate Rehabilitation VS Replacement of the RAS Pumps. Include replacement WAS pump motors in the PER. Address all electrical, MCCs, 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 Station Improvements Project

Award Design Contract	February	2021
Final PER	April	2021
Meeting to Review Final Design – 90% Completion	July	2021
Bid Opening	August	2021
Award of GC Contract	September	2021
RMP Construction Completion	December	2022

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 Town Branch WWTP
RAS/WAS Pump Station Improvements Project**

Fee Schedule

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

Section 2

Scope of Work: RAS/WAS Pump Station 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: _____ |

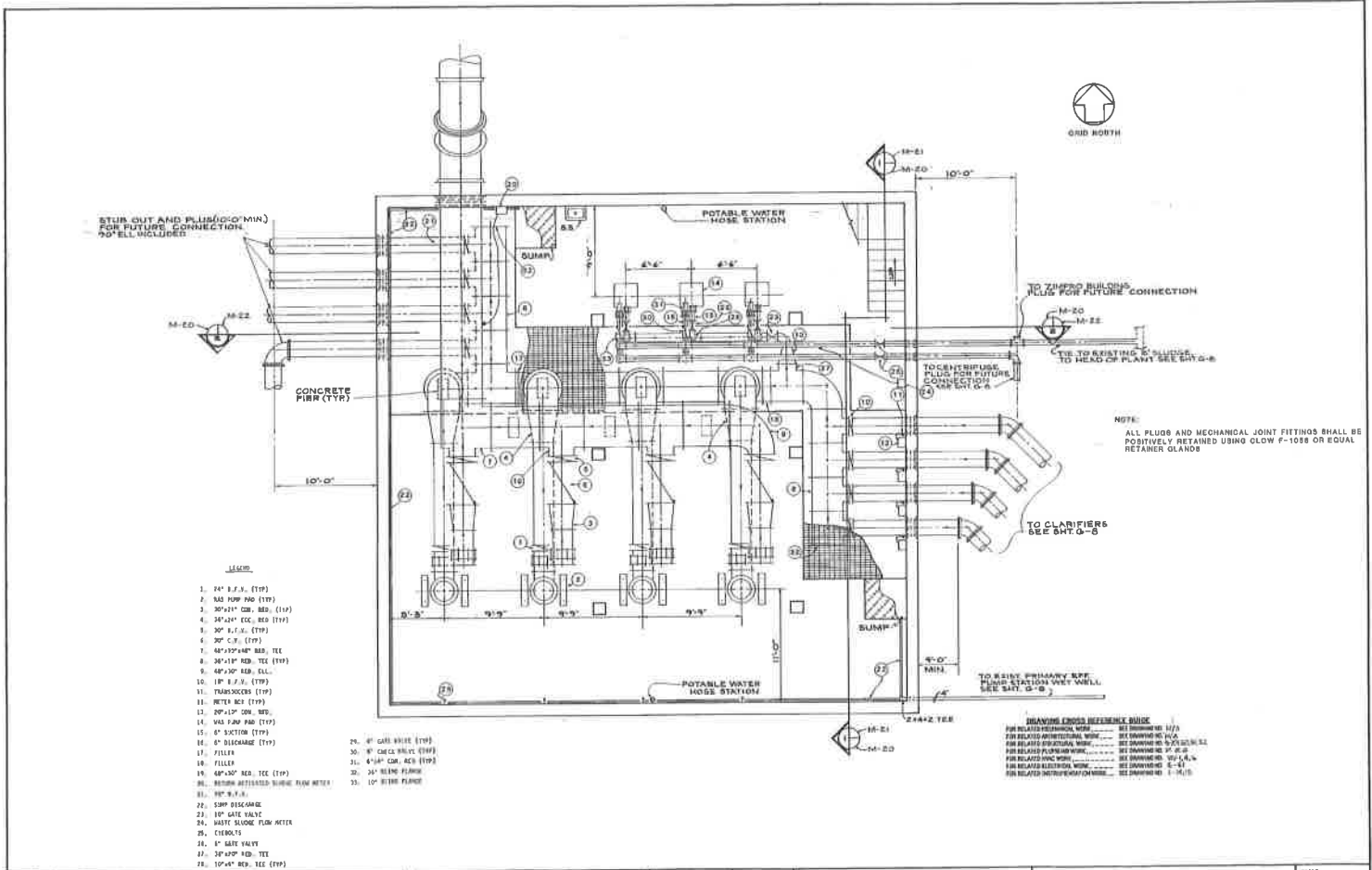
Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

_____ / _____

Section 2 Total Cost:

APPENDIX A

Pipe Drawings – Lower Floor Plan of RAS/WAS
Yard Piping in the related area



STUB OUT AND PLUMB (60' MIN) FOR FUTURE CONNECTION, 90° ELL INCLUDED

- LEGEND**
1. 24" R.F.S. (TYP)
 2. 36" R.F.S. (TYP)
 3. 30" DIA. CON. BOX (TYP)
 4. 36" DIA. CON. BOX (TYP)
 5. 30" R.F.S. (TYP)
 6. 30" C.P. (TYP)
 7. 48" DIA. CON. BOX, TIE
 8. 36" DIA. CON. BOX, TIE (TYP)
 9. 48" DIA. CON. BOX, TIE
 10. 18" R.F.S. (TYP)
 11. TRANSOM (TYP)
 12. 18" DIA. CON. BOX
 13. 24" DIA. CON. BOX
 14. 36" DIA. CON. BOX
 15. 6" SECTION (TYP)
 16. 6" BULKHEAD (TYP)
 17. FILLER
 18. FILLER
 19. 48" DIA. CON. BOX (TYP)
 20. 36" DIA. CON. BOX
 21. 18" DIA. CON. BOX
 22. 18" DIA. CON. BOX
 23. 18" DIA. CON. BOX
 24. WASTE SLUDGE FLOW METER
 25. CIPROVIA
 26. 1" GATE VALVE
 27. 30" DIA. CON. BOX (TYP)
 28. 10" DIA. CON. BOX
 29. 18" GATE VALVE
 30. 4" CHECK VALVE (TYP)
 31. 4" DIA. CON. BOX (TYP)
 32. 24" BULK HEAD
 33. 10" BULK HEAD

NOTE:
ALL PIPES AND MECHANICAL JOINT FITTINGS SHALL BE POSITIVELY RETAINED USING CLOW F-1018 OR EQUAL RETAINER GLANDS

DRAWING CROSS REFERENCE GUIDE

FOR RELATED ELECTRICAL WORK	SEE DRAWING: 11/3
FOR RELATED ARCHITECTURAL WORK	SEE DRAWING: 11/3
FOR RELATED PLUMBING WORK	SEE DRAWING: 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, 11/18, 11/19, 11/20, 11/21, 11/22, 11/23, 11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30, 11/31, 11/32, 11/33, 11/34, 11/35, 11/36, 11/37, 11/38, 11/39, 11/40, 11/41, 11/42, 11/43, 11/44, 11/45, 11/46, 11/47, 11/48, 11/49, 11/50, 11/51, 11/52, 11/53, 11/54, 11/55, 11/56, 11/57, 11/58, 11/59, 11/60, 11/61, 11/62, 11/63, 11/64, 11/65, 11/66, 11/67, 11/68, 11/69, 11/70, 11/71, 11/72, 11/73, 11/74, 11/75, 11/76, 11/77, 11/78, 11/79, 11/80, 11/81, 11/82, 11/83, 11/84, 11/85, 11/86, 11/87, 11/88, 11/89, 11/90, 11/91, 11/92, 11/93, 11/94, 11/95, 11/96, 11/97, 11/98, 11/99, 11/100
FOR RELATED MECHANICAL WORK	SEE DRAWING: 11/3
FOR RELATED STRUCTURAL WORK	SEE DRAWING: 11/3
FOR RELATED CIVIL WORK	SEE DRAWING: 11/3
FOR RELATED SANITATION WORK	SEE DRAWING: 11/3
FOR RELATED ELECTRICAL WORK	SEE DRAWING: 11/3
FOR RELATED MECHANICAL WORK	SEE DRAWING: 11/3
FOR RELATED STRUCTURAL WORK	SEE DRAWING: 11/3
FOR RELATED CIVIL WORK	SEE DRAWING: 11/3
FOR RELATED SANITATION WORK	SEE DRAWING: 11/3

DATE	BY	REVISION

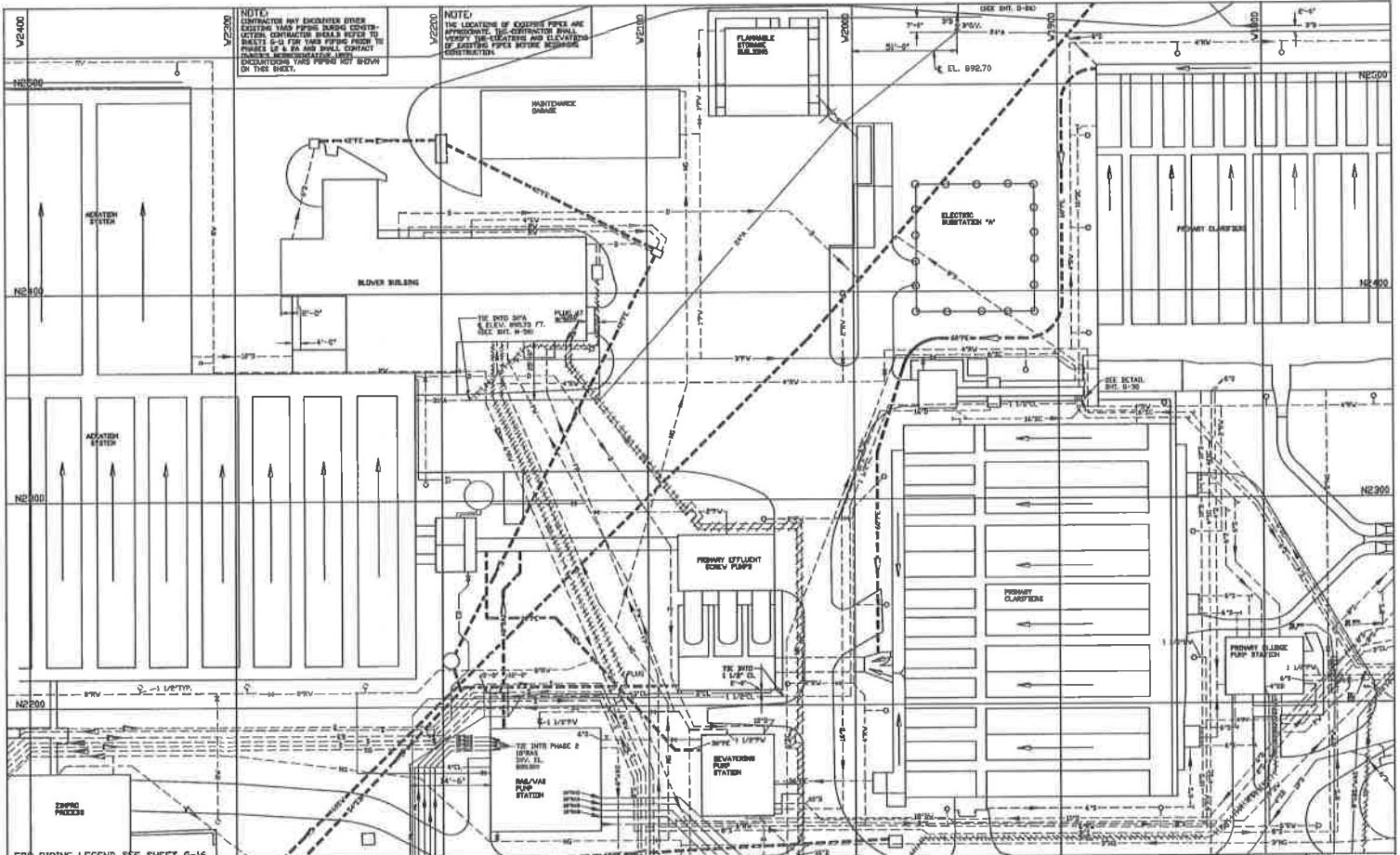
RECORD DRAWINGS
 THESE RECORD DRAWINGS WERE PREPARED BY THE CONSULTANT FOR THE PROJECT AND DO NOT REPRESENT THE DESIGN OR CONSTRUCTION OF THE PROJECT.
 BY THE CONSULTANT

James H. Peck & Associates, Inc.
PEH
 Lexington, Kentucky
 In Association With:

CDM
 CONSULTANTS AND ENGINEERS
 1000 EAST BROADWAY
 SUITE 200
 LEXINGTON, KY 40502

Lexington Fayette Urban County Government
TOWN BRANCH WASTEWATER TREATMENT PLANT

PHASE 2	SCALE: AS SHOWN
RAS - WAS PUMP STATION LOWER FLOOR PLAN	DATE: SEPT. 20, 1998
	SHEET NO. M-20



NOTE:
CONTRACTOR MAY ENCOUNTER OTHER EXISTING TANKS FROM OTHER CONTRACTORS. CONTRACTOR SHALL REFER TO SHEETS G-1 FOR TANK PIPING FROM THE PIPING OF A AND SHALL CONTACT PLUMBER, MECHANICAL, AND ELECTRICAL VENDORS FOR TANK PIPING NOT SHOWN ON THIS SHEET.

NOTE:
THE LOCATIONS OF EXISTING PIPES ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING PIPES BEFORE BEGINNING CONSTRUCTION.

FOR PIPING LEGEND SEE SHEET G-16

04-14-87	MAB	REVISED TO INCORPORATE LFMG A&J
05-07	MAB	REVIEW COMMENTS
05-07	MAB	REVIEW COMMENTS
05-07	MAB	REVIEW COMMENTS
DATE	BY	REVISIONS

RECORD DRAWINGS

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

HOWARD K. BOLL
A JOINT VENTURE
HKB-PEH
IN ASSOCIATION WITH
CDM

INVEST & ENGINEERING
INVEST & ENGINEERING

DESIGNED BY
CHECKED BY
TRACED BY
APPROVED BY
DATE

Lexington Fayette Urban County Government

TOWN BRANCH WASTEWATER TREATMENT PLANT

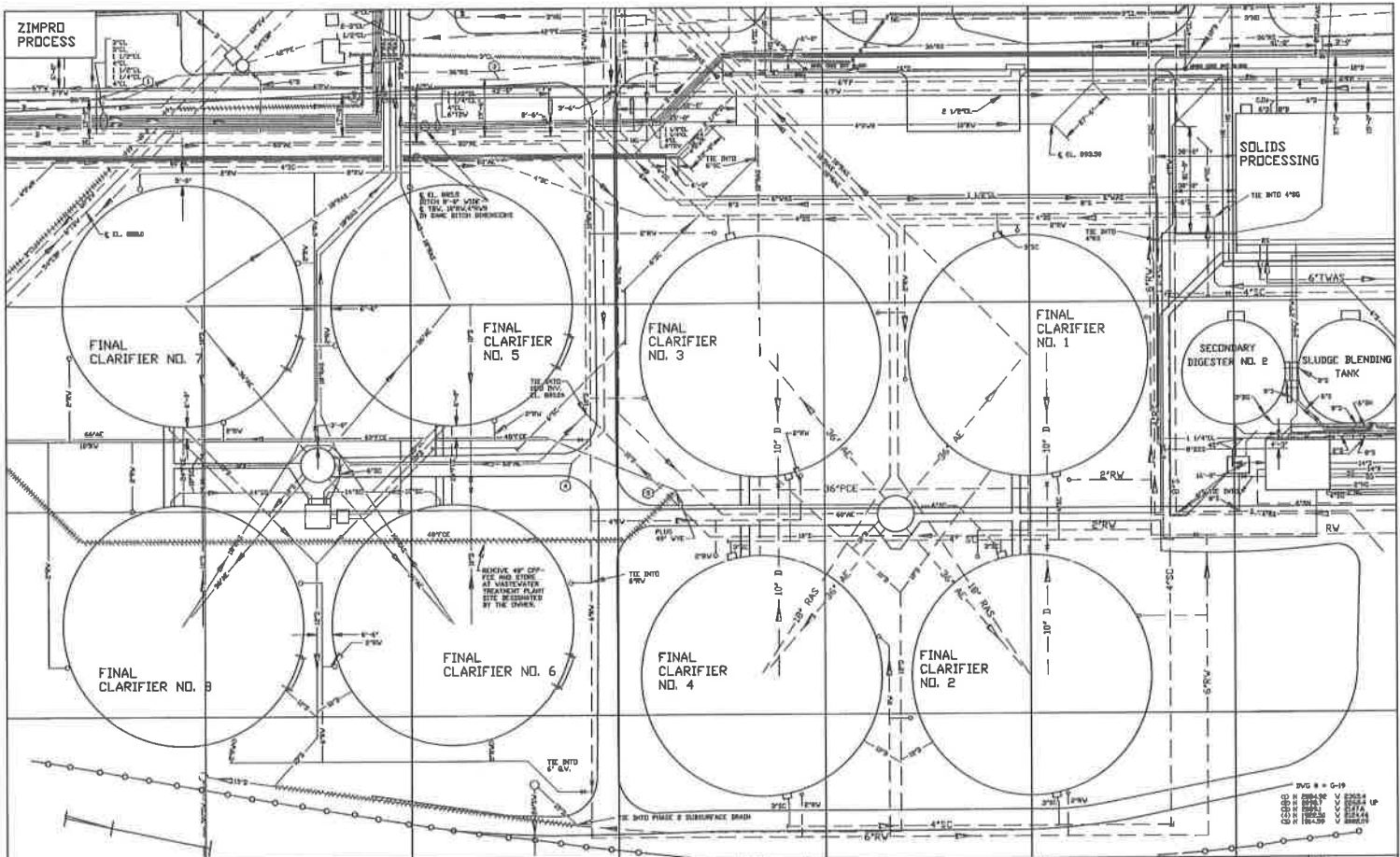
PHASE 3/4

PIPING ENLARGEMENT PLAN-C

SCALE: 1"=40'

DATE: 05-07-87

SHEET NO. G-18



0-14-87	MAJ	REVISED TO INCORPORATE LUGS JULY REVIEW COMMENTS
11-17-87	MAJ	REVISED TO INCORPORATE LUGS REVIEWER REVIEW COMMENTS
DATE	BY	REVISIONS

RECORD DRAWINGS
 THESE RECORD DRAWINGS PREPARED BY THE ENGINEER FOR THE CONTRACTOR'S USE. THESE RECORD DRAWINGS SHALL BE FURNISHED TO THE CONTRACTOR BY THE ENGINEER.

HOWARD K. BELL
 PROJECT MANAGER
HKB-PEH
 LEXINGTON DIVISION
 IN ASSOCIATION WITH
 CDM
 14,890

HARRY A. BLUMHART
 14,890

DRAWN
 DEC
 CHECKED
 MAR
 TRACED
 DEC
 APPROVED
 MAR



TOWN BRANCH WASTEWATER TREATMENT PLANT

PHASE 3/4
 PIPING ENLARGEMENT PLAN -D

SCALE
 1"=80'
 DATE
 JUNE-09-1987
 SHEET NO.
 G-19

APPENDIX B

Picture of General Piping
Picture of RAS Pumps
Picture of WAS Pumps



GENERAL PHOTO OF THE AREA AND PIPING



RAS Pumps



WAS Pumps

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability

EXHIBIT C

Proposal of Engineering Services

and

Related Matters

Professional

Engineering

Services

Investigation /
Design
Services for
Town Branch
WWTP
RAS/WAS
Pump Station
Improvements
Project

RFP#31 – 2020

Proposal

Lexington-Fayette
Urban County
Government

January 14, 2021



Firm Submitting Proposal: Strand Associates, Inc.

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

Contact Name: Michael Davis Title: Senior Associate

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

Email address: mike.davis@strand.com



Table of Contents

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Cover letter	
Selecting Strand Associates, Inc. [®] for the Town Branch RAS/WAS Pump Station Improvements Project Results in Operator-Friendly Solutions that Keep Critical Systems Operational While Making Needed Upgrades	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	



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

January 14, 2021

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

Re: Request for Proposals for RFP#31-2020 Investigation/Design Services for Town Branch
WWTP RAS/WAS Pump Station Improvements Project

Dear Mr. Slatin:

Thank you for the opportunity to submit this proposal for the above referenced project. **Selecting Strand Associates, Inc.® for the Town Branch RAS/WAS Pump Station Improvements Project Results in Operator-Friendly Solutions that Keep Critical Systems Operational While Making Needed Upgrades.** Listed below are major factors that demonstrate our Team's ability to meet your specific needs.

- **Strand's Unique Understanding of the Town Branch WWTP Results in Improvements that Increase System Reliability and Operational Flexibility**
- **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

P201.083/MLD/adg



Scope/Fee

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

Strand has a long and successful history of providing design and contract administration services at Town Branch WWTP. PEH Engineers was a key player in design of the original RAS/WAS pumping facilities at Town Branch WWTP in the 1980s. PEH became a subsidiary of Strand in the 1990s and later was fully integrated into Strand’s corporate structure and organization. Key design personnel involved in the original RAS/WAS pump station design are still on staff with Strand today!

Strand’s approach relies on long-term experience at Town Branch WWTP coupled with comprehensive understanding of proven treatment technologies.

Our approach to RAS/WAS pump station improvements at Town Branch WWTP will consider practical approaches to replace aging equipment while maintaining plant operation.



Town Branch Wastewater Treatment Plant.

BACKGROUND – EXISTING FACILITIES

Return and Waste Activated Sludge (RAS/WAS) Pump Station

The existing RAS/WAS pump station was constructed in the late 1980s. The pump station’s primary purpose is conveying return sludge from the eight final clarifiers to the aeration basins, and conveying excess (waste) sludge to the solids processing processes. A total of four RAS pumps and three WAS pumps are located in the pump station.

The existing RAS pumps are centrifugal type with vertical orientation, and have a design capacity of 12,000 gpm. RAS pump motors are located on the pump station upper level. These motors are a horizontal type mounted in a vertical position above the pumps. Pumps located on the lower level are driven by shafts that extend from the upper to the lower level.

The existing WAS pumps are centrifugal type with vertical orientation, and have a design capacity of 650 gpm. WAS pump motors are located on the pump station upper level. These motors are a vertical type mounted above the pumps. Pumps located on the lower level are driven by shafts that extend from the upper to the lower level.

An 18-inch suction pipe extends from the RAS/WAS pump station to each final clarifier. An electrically actuated valve is provided on each suction pipe to help balance flow from the clarifiers and to provide isolation if the suction header or the individual pipe is taken out of service. A strap-on flow meter is provided on each of the eight final clarifier suction pipes to monitor flow from each clarifier.



RAS pump motor installation.



A strap-on flow meter located on the RAS force main monitors total RAS flow from the final clarifiers to the aeration basins. A magnetic flow meter located in the WAS force main monitors total WAS flow conveyed to the solids processing processes.

A plant non-potable water service is provided to the pump station for pump seal flushing. A strainer located in the pump station lower level provides protection for the water provided to the pump seals.

Electrical/SCADA & Instrumentation

The existing RAS/WAS electrical system was originally constructed in the late 1980s. Some of the electrical components, including the pump Variable Frequency Drives, have been replaced; however, much of the original electrical installation, including the GE motor control center, is still in place.

The RAS/WAS Pump Station SCADA DCU was upgraded in a recently completed SCADA improvements project.

A gas monitoring system monitors for hydrogen sulfide, methane and oxygen deficiency. The original gas monitoring system was replaced in recent years.

Pump flows are controlled and adjusted utilizing the plant SCADA system, allowing return sludge rates to be adjusted based on operating conditions.



Electrical upgrades will provide increased pumping reliability.

Existing motor control center and variable frequency drives to be replaced.

HVAC

The existing RAS/WAS pump station has gas-fired unit heaters for heating, and exhaust fans and relief vents for ventilation.



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 Town Branch 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.

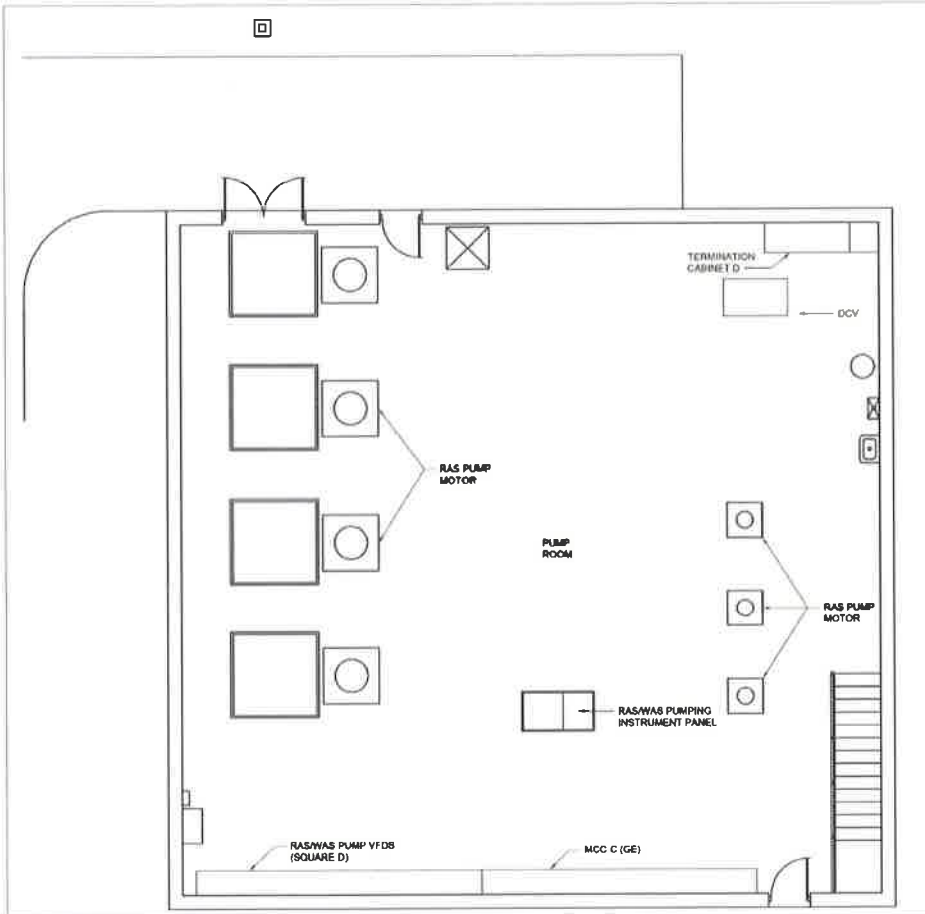
RAS Pumps

As discussed in the RFP, the RAS pumps will be rebuilt or replaced to provide the original 12,000 gpm design capacity. During Task 2: Develop Equipment/Process Replacement Concepts, the options of rebuilding or replacing will be evaluated to determine the best approach.



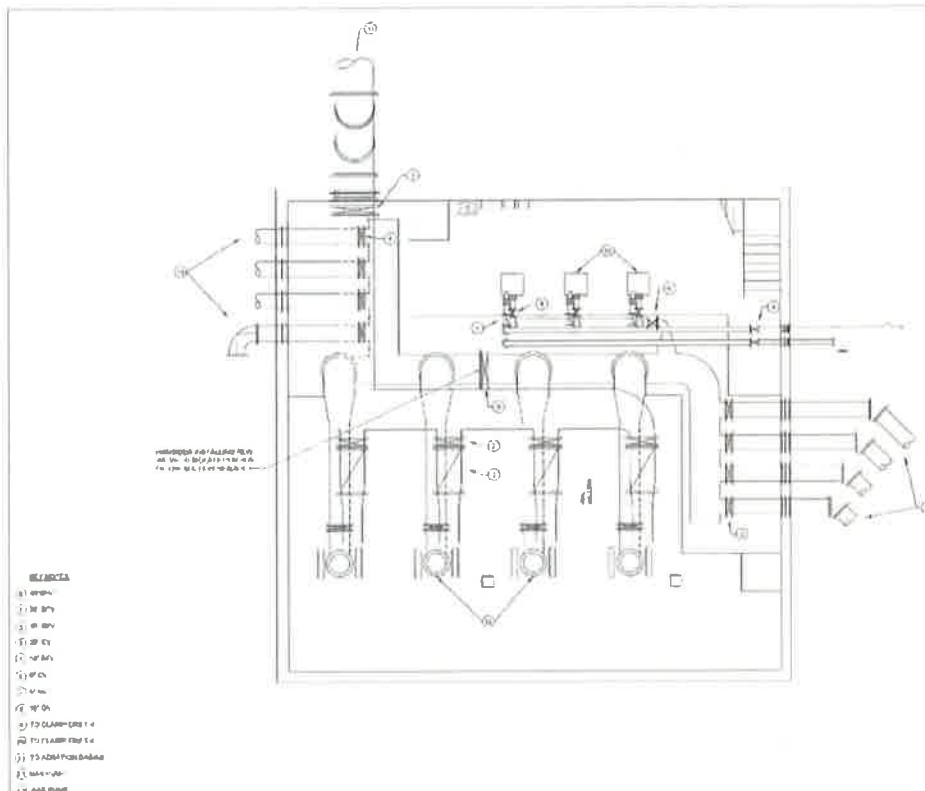
The physical size of RAS pumps may make rebuilding in-place the best approach to restore pumping capacity.

RAS pumps located in lower level.



RAS/WAS pump station upper level.

Our “institutional knowledge” of RAS/WAS pumping results in efficient solutions. Strand’s Project Team has over 35 years of experience at the Town Branch WWTP, including original design of the existing pump station.



RAS/WAS pump station lower level.

RAS Pump Lower Level – Maintaining operation while rebuilding or replacing equipment is the main challenge for this project. Additional valving will be considered to aid construction and provide flexibility in the future.



WAS Pumps

The WAS pumps are currently providing adequate capacity and do not require rebuilding or replacement. The motors are original and approximately 35 years old. Motors will be replaced with similar vertical style motors.

Valving and Piping

Valve rebuilding/replacement and isolating the pumps for upgrade is the most difficult part of the project. The existing RAS/WAS facilities must remain in service to maintain plant operation. Limited down time and operations disruptions will be available, and must reflect plant operating conditions.

Valves are approximately 35 years old, and their ability to seal against flow is unknown, but suspected to be unreliable. Butterfly valves were used for pump isolation and controlling flow from the individual Final Clarifiers. This type of valve was used because of space challenges and “laying length” limitations. Butterfly valves would likely require replacement because of construction schedule. The swing check valves are large and would be difficult to remove for replacement. Rebuilding the check valves may be a viable approach to restoring check valve operation.

In addition to replacing existing butterfly valves and check valves, additional valves may need to be installed to provide additional isolation, allowing two RAS pumps to be taken out of service at one time. A secondary connection to the existing Dewater Pump Station force main may provide some additional flexibility to make construction phasing easier.

Flow Monitoring Equipment

The existing strap-meter flow meters are less accurate than other technology, but do not require a significant pipe laying length or upstream/downstream straight run of pipe. New flow meters are anticipated to replace the existing strap-on meters.

Electrical/SCADA

The existing motor control center and variable frequency drives will be replaced in this project. Motor control center replacement is facilitated by the main-tie-main switchgear arrangement. One “half” of the motor control center will be replaced at a time. Individual VFDs can be replaced “one-at-a-time”.

While we do not anticipate significant concerns, we suggest engaging the plant electrical safety consultant during design to confirm the adequacy of electrical gear installations with regard to the plant electrical safety program.

Existing SCADA will be updated to reflect any changes in pump or process equipment. The SCADA upgrades are expected to be minimal, and will reflect current operation of RAS and WAS pumps, as well as the valves that control sludge flow from the individual clarifiers.

An existing meter panel is located in the pump station upper level. This meter panel will be removed or upgraded to replace aging instrumentation based on input from plant operating staff.

Lighting will be replaced utilizing primarily LED light fixtures similar to units installed during recent upgrades to other plant facilities.

Building Architectural

The existing roof is original to the 1980s construction. A new roofing system will be specified, likely utilizing a modified bitumen construction similar to other recent projects at Town Branch WWTP.



Pump station discharge pipe to aeration influent.



Existing motor panel.



DCU upgraded in recent SCADA replacement project.



The existing FRP doors and hardware systems will be reviewed. Specifications for replacement will be developed based on LFUCG operations staff input.

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. Additional valving and piping connections to facilitate pump station improvements.
4. Replacing existing electrical equipment including MCC, VFDs, lighting and controls.
5. Replacing aging HVAC equipment.
6. Miscellaneous architectural upgrades.

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 Town Branch 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 this pump station.

Strand will conduct a kick-off meeting followed by an interview with Town Branch WWTP operations and maintenance staff regarding the existing RAS/WAS pump station. Our kick-off meeting will be attended by Mike Davis and Mark Sneve.

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 17 sheets, addressing demolition and new construction for process, mechanical, architectural, electrical, and instrumentation disciplines.

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



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.

Task 5 – Contract Administration Services

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

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

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 Town Branch WWTP site makes these visits very efficient and flexible.

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

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

Fee Schedule

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

Section 2

Scope of Work: RAS/WAS Pump Station 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: _____	\$ 14,000
C.	Task 3: Detailed Design	Cost Task 3: _____	\$ 55,000
D.	Task 4: Bidding Services	Cost Task 4: _____	\$ 14,000
E.	Task 5: Construction Administration Services	Cost Task 5: _____	\$ 62,000

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 / _____ \$122/hour

Section 2 Total Cost: \$155,000



Estimated Schedule

Strand's Project Schedule and Staffing Plan Provide Engineering Support to Meet December 2022 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 96% 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 35+ years.

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



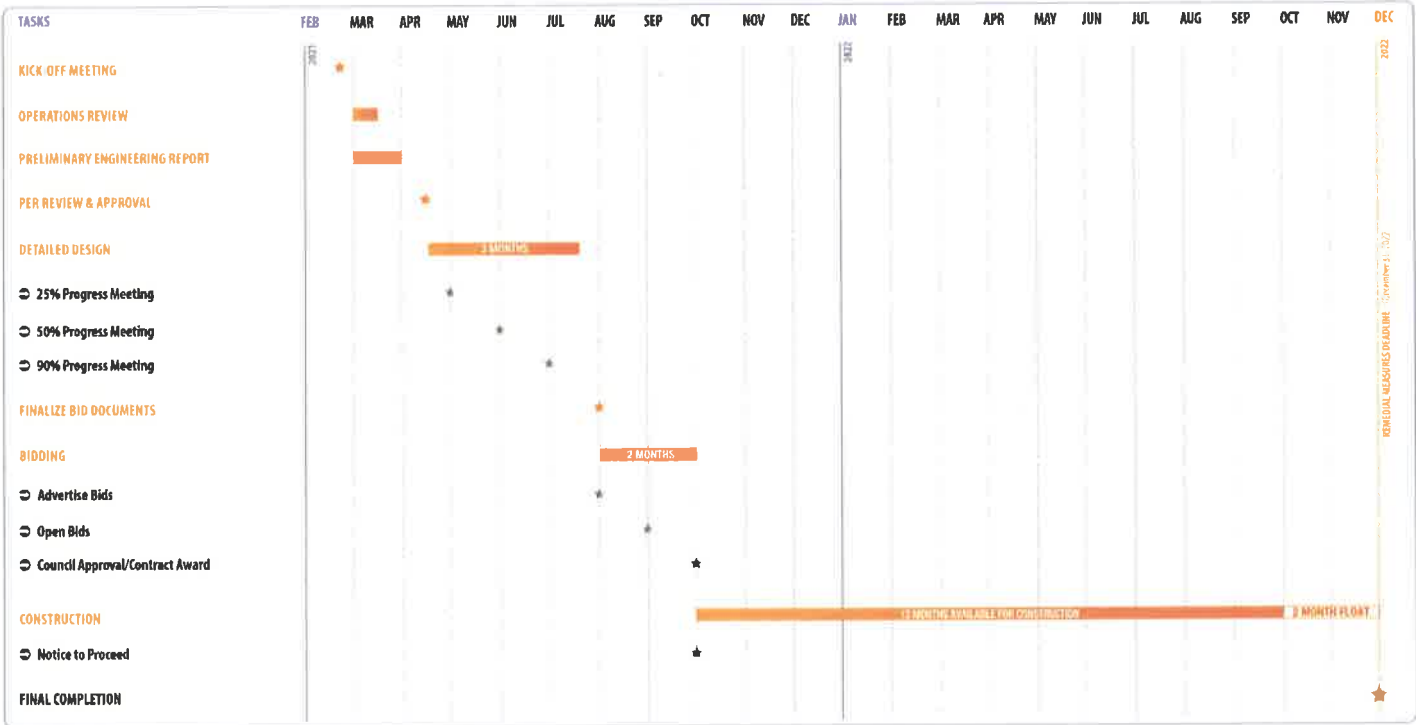
Our Lexington Office is Local

- 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 37 years of project experience serving LFUCG on major wastewater treatment projects.
- Five miles separate our Lexington Office and the Town Branch Wastewater Treatment Plant.

The schedule on the following page shows project final completion by December 31, 2022, with engineering evaluation beginning in February 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.

Based on the scope of improvements, we do not anticipate that KDOW review is a requirement

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 two 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 February 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									
	REQ'D	AVL	REQ'D	AVL	REQ'D	AVL	REQ'D	AVL								
FEBRUARY-21	●	32	●	66	●	26	●	160								
MARCH-21	●	45	●	85	●	56	●	158								
APRIL-21	●	52	●	105	●	51	●	124								
MAY-21	●	52	●	119	●	103	●	72								
JUNE-21	●	65	●	140	●	114	●	48								
JULY-21	●	121	●	152	●	129	●	148								
AUGUST-21	●	135	●	165	●	152	●	156								
SEPTEMBER-21	●	127	●	157	●	114	●	148								
OCTOBER-21	●	135	●	167	●	84	●	158								
NOVEMBER-21	●	127	●	159	●	96	●	150								
DECEMBER-21	●	123	●	161	●	130	●	150								
JANUARY-22	↓	137	↓	167	↓	160	↓	140								
TOTAL		156		1151		88		1643		72		1215		320		1612

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 96% 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 Town Branch WWTP RAS/WAS Pumping Systems and Operational Requirements that Must be Maintenance During Construction

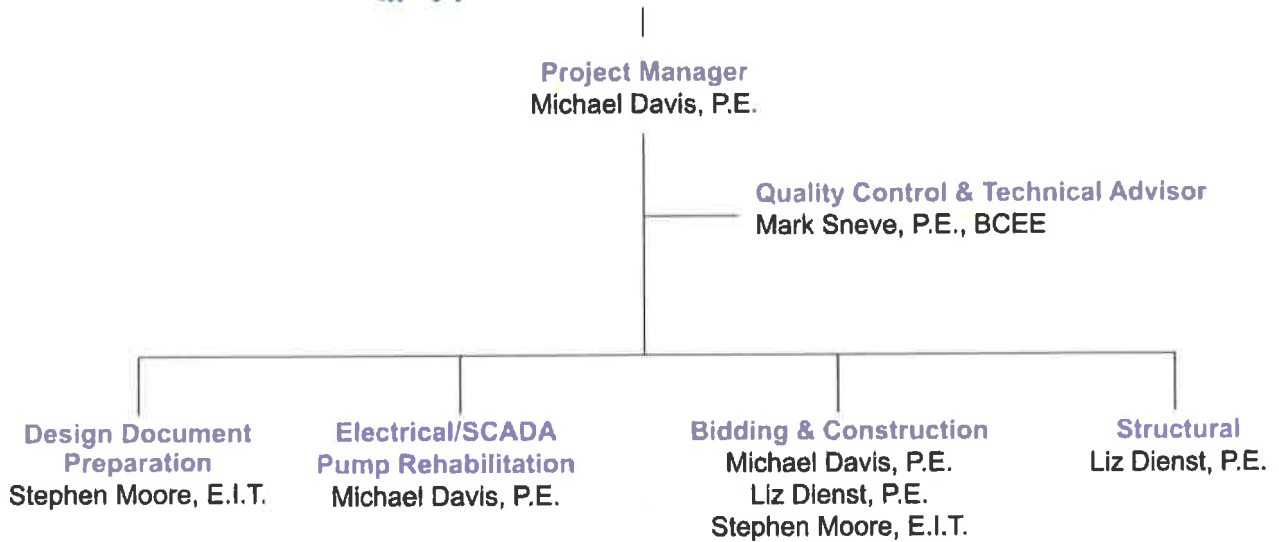
Our Project Team is assembled to provide all the technical expertise necessary to upgrade the RAS/WAS Pump Station. During design, the project team will evaluate existing conditions and potential impacts from other on-going and future treatment plant construction projects. Our Team includes individuals who have extensive wastewater treatment experience, intimate familiarity with the Town Branch 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, contributing more than 10% of the total man hours, 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 Primary Digester Complex Improvements project. He provides a historical understanding of operations and improvements at Town Branch 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 **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 Town Branch WWTP from previous studies and the on-going aeration facility renovation.

Mark is very familiar with the Town Branch WWTP from previous studies and the on-going aeration renovation.



Liz Dienst, P.E. – Structural Design/Bidding and Construction

Liz will be the **Structural Engineer** on 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 administration projects. Liz’s design capabilities include structural design, architectural-related tasks, waterline and sanitary sewer line design. She has served LFUCG on every waste management project Strand has been hired for over the past 17 years.

Liz has served LFUCG on every waste management project Strand has been hired for over the past 19 years.



Stephen Moore, E.I.T. – Design Document Preparation/Bidding and Construction

Stephen has four years of applied experience in design phase and construction phase services for wastewater pumping projects. He recently served as RPR for an LFUCG consent decree project and is proficient with drawing and specification development.

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



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 2020, Strand was ranked in the Engineering News Record as 185th of the Top 500 Design Firms nationally and ranked 20th 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 Town Branch 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/West Hickman WWTP Electrical, SCADA and Blower Improvements, Lexington, Kentucky – Project Manager and Electrical Engineer for \$17 Million major electrical and SCADA improvements project. Project included SCADA replacement of Town Branch and West Hickman treatment facilities, and major electrical renovation at West Hickman.

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

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

YEARS OF EXPERIENCE

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
- Project Development
- Stormwater
- Pump Station Design
- Sanitary Sewer Design
- 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.

YEARS OF EXPERIENCE

4

YEARS WITH FIRM

4

EDUCATION

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

REGISTRATION

Engineer-in-Training



Similar Projects

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

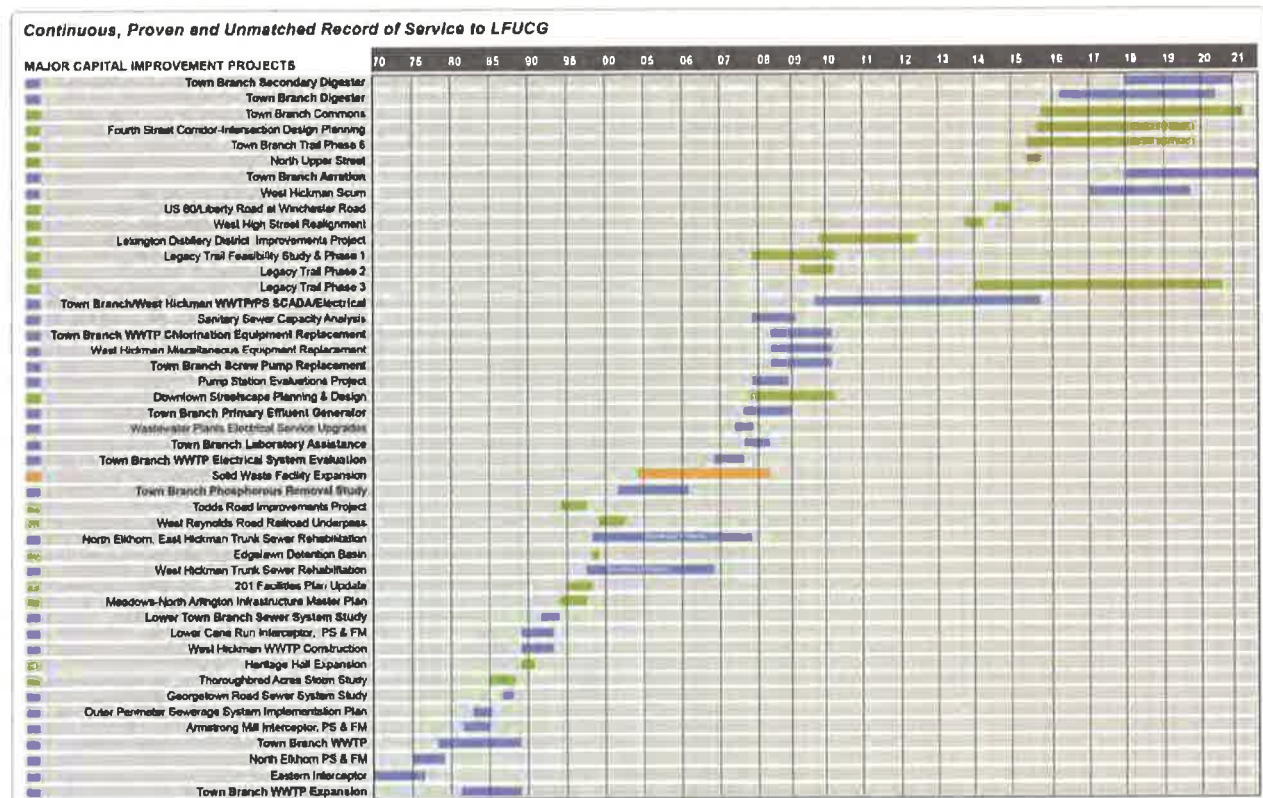
Strand has been providing consistent and dependable engineering services for public and private sector clients since 1946. To serve our national client base, we have nearly 435 staff in 11 offices throughout the country, including our office in Lexington, Kentucky. Our Lexington-based staff have an established track record serving LFUCG since 1968. Wastewater is a major area of specialized experience for our company. After 73 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 21st in 2019. 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, Town Branch Electrical and SCADA Improvements project, and the Town Branch Primary Digester Complex Improvements.

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



Town Branch WWTP projects in bold.



SPECIALIZED EXPERIENCE

Strand's Understanding of Town Branch 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 Town branch WWTP.

Strand's working knowledge of Town Branch Treatment facilities and operations results in solutions custom-tailored to specific needs.

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.

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-feet 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/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 out-dated, inefficient design, resulting in higher electrical energy costs. Additionally, during peak demand periods, the aeration systems had insufficient capacity to meet treatment needs.

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.

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.

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.

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

Our firm was hired to evaluate and design 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.

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.

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

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



Existing drain pumping station dry well with pumps.



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.

Town Branch Wastewater Treatment Plant Improvements – Lexington, KY

The Town Branch facility is one of two major wastewater treatment plants serving the Lexington-Fayette Urban County Government. Strand provided planning, design and general and resident engineering services during construction for the upgrading and expansion of this facility from 17 MGD to 30 MGD.

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

Construction phase services were a significant portion of the engineering effort. Construction services included a full-time on-site resident engineer, shop drawing review, pay request processing, progress meetings, start-up and testing, and other services typically included. This project was complicated by the construction phasing, requiring multiple contractors to work concurrently. We worked closely with Lexington-Fayette Urban County Government personnel from various divisions during construction, including the Lexington-Fayette Urban County Government Construction Manager, Division of Sanitary Sewers, Division of Purchasing and Public Works.

The project duration was approximately ten years, from the initiation of the Process Alternative Study (the planning document and alternative selection process), through design, construction and start-up. Total project cost was approximately \$52 million, and involved five major construction phases. Funding for the project was through the EPA Construction Grants Program. Each construction contract was completed on or before the scheduled completion date, at a cost less than the engineer's estimate.

The existing RAS/WAS pump station was constructed in this major plant expansion.



Town Branch Wastewater Treatment Plant.

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 8th day
of January, 2021

My Commission expires: March 21, 2021

Rachel A. Frieders
NOTARY PUBLIC, STATE AT LARGE



GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this 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

1/8/2021
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 208(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



Strand Associates, Inc.®

Name of Business



Strand Associates, Inc.†

651 Perimeter Drive, Suite 220

Lexington, KY 40517

(P) 859-225-8500

Equal Employment Opportunity Policy Statement

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

Strand is further committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this commitment, we will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other protected characteristics. Therefore, all employees are encouraged to bring forth any concerns or complaints in this regard to the attention of management by contacting Human Resources, Shawn Cannon, or 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 #31-2020 Investigation / Design Services for Town Branch WWTP RAS/WAS Pump Station 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. Bunker
Company Representative

1/14/21
Date

Corporate Secretary
Title

* Note: Strand strives to achieve LFUCG's DBE and VOB participation goals, and regularly include DBE and VOB consultants on our project teams. This project size and scope results in limited opportunity 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 #31-2020 Investigation / Design Services for Town Branch WWTP RAS/WAS Pump Station 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Strand Associates, Inc.

Company

1/14/21

Date



Company Representative

Corporate Secretary

Title

* Note: Strand strives to achieve LFUCG's DBE and VOB participation goals, and regularly include DBE and VOB consultants on our project teams. This project size and scope results in limited opportunity 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	319	244	49	5	3	2				9	2			2	3	262	57
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	50	42	5	2		1										45	5
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	54	10	37	1	2		1		1	1	1					12	42
Skilled Craft	-															-	-
Service/Maintenance	3	1				2										3	-
Total:	436	305	92	8	5	5	1	-	2	10	3	-	-	2	3	330	106

Prepared By: Audra Wells, H/R Coordinator Date: 1/14/21
 (Name and Title) Revised 2015-Dec-15

