

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of Dec 10th, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and HDR Engineering, Inc.(CONSULTANT). OWNER intends to proceed with the design project as described in the attached Exhibit A, "RFP #32-2013 Investigation / Design Services for Town Branch WWTP Solids Processing Improvements." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

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

#### 1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, RFP #32-2013" (including Addendums 1 and 2), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT'S response to RFP #32-2013), and amendments to the CONSULTANT'S proposal included in

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

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

**CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

- OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

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

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

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

**OWNER** shall pay **CONSULTANT** a lump sum fee not exceeding \$204,012.00.

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

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

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

**6.3. Legal Responsibilities and Legal Relations**

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

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

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

#### 6.5. **Disputes**

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

#### **6.6. Accuracy of CONSULTANT'S Work**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care.. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

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

### 6.9.1. DEFINITIONS

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

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

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

### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

**CONSULTANT** shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.



### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- e. 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).
- f. 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.
- g. 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.
- h. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

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

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

### **6.9.5. SAFETY AND LOSS CONTROL**

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

#### **6.9.6. DEFINITION OF DEFAULT**

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

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

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

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

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

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance

of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

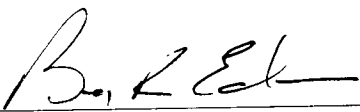
BY:

  
\_\_\_\_\_  
JIM GRAY, MAYOR

**CONSULTANT:**

**HDR Engineering, Inc**

BY:

  
\_\_\_\_\_  
Ben R. Edelen, Vice President

ATTEST:

Mark J. Miller, Deputy  
URBAN COUNTY COUNCIL CLERK )  
COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
Ben Z. Edelen, as the duly authorized representative for and on  
behalf of HDR Engineering Inc, on this the 21 day of January, 2014  
My commission expires: December 9, 2017.

Steph Pett 50999  
NOTARY PUBLIC

**EXHIBIT A**

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

**RFP#32-2013**



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2013 Investigation / Design Services for Town Branch WWTP Solids Processing Improvements** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 8, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #32-2013 Investigation / Design Services for Town Branch WWTP  
Solids Processing Improvements**

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.**

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.



## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### Contention Process

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

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

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

**SELECTION CRITERIA:**

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated cost of services

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

**Questions shall be addressed to:**

Betty Landrum, Buyer Senior  
Division of Central Purchasing  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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



**WORKFORCE ANALYSIS FORM**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
*Name & Title*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
mclark@lexingtonky.gov

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

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

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

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

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms 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 participation, even when

the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
Community Ventures Corporation	James Coles	<a href="mailto:jcoles@cvcky.org">jcoles@cvcky.org</a>	859-231-0054
KY Department of Transportation	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
Small Business Administration	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
LaVoz de Kentucky	Andres Cruz	<a href="mailto:lavozeckv@yahoo.com">lavozeckv@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhammad	<a href="mailto:patricem@keynewsjournal.com">patricem@keynewsjournal.com</a>	859-373-9428





**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE 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.

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

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

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**MWDBE QUOTE SUMMARY FORM**

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

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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

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

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

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

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities
  
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

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

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

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

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

## GENERAL PROVISIONS

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Investigation / Design Services for Town Branch WWTP Solids Processing Improvements**

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

The Lexington-Fayette Urban County Government is accepting proposals from interested consulting engineering firms for the Investigation / Design Services for Town Branch WWTP Solids processing Improvements.

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

The CONSULTANT shall perform professional services as hereinafter stated which shall include but is not limited to customary civil, structural, mechanical, electrical engineering, and programming services as related to the Investigation / Design for Town Branch WWTP Solids Processing Improvements.

The intent of the Solids Processing Improvements Project is to upgrade the dewatering equipment and other related process equipment. The improvements will include but are not limited to: replacement of two (2) of the four (4) existing Belt Filter Presses, replacement of the existing Polymer Feed System, Replacement of the Solids Processing Motor Control Center, an odor control/air exchange evaluation for the solids processing building, and if budget allows, design of a new auger conveyor w/covers to replace the existing conveyors upstairs in the Belt Filter Press Room.

#### **Dewatering Equipment**

The Town Branch WWTP staff has looked at several different types of dewatering options. The CONSULTANT will look at centrifuges and screw presses and compare the two based on efficiency, power and O&M cost.

#### **Polymer Feed System**

The current Polymer Feed System is a dry/powder system. Town Branch would like to replace the system with a liquid tote system. This will be a complete replacement due to age; all associated piping, equipment, and controls. Based on the CONSULTANT'S evaluation the location may be moved to a different area.

#### **Motor Control Center**

The Solids Processing Motor Control Center needs to be replaced in kind due to age.

#### **Odor Control/Air Exchange Evaluation**

The current odor control unit inside the Solids Processing Building is being used but not to original specifications. A Bentax unit was installed upstairs in the late 90s but has also been decommissioned due to poor performance. The requirements for air exchanges with the new dewatering equipment will need to be explored with recommendations included in the construction; including evaluation of the existing air handling units.

#### **New Auger Conveyor w/Covers**

As an add-alternate first based on design cost and then the project budget Town Branch would like to look at replacement of the existing open conveyor with new covered auger conveyors.

## 2. Scope of Work

### A. Task 1: Existing Solids Operations Review

- (1) Interview Town Branch Wastewater Treatment Plant Operations and Management staff for input regarding the current process equipment control and functionality related to the Belt Filter Presses, Polymer System, Air Quality, and Motor Control System.
- (2) Review the existing Belt Filter Presses standard operation procedures as it applies to loading and hauling schedule.
- (3) Collect any other supporting data needed for supporting design decisions.

### B. Task 2: Develop Equipment Replacement Concepts

- (1) Prepare a conceptual layout for each concept evaluated along with design calculations. The conceptual layout will also include the New Auger Conveyor w/Covers if the design cost meets budget.
- (2) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.
- (3) Prepare preliminary cost estimates for all conceptual designs.
- (4) Meet with Treatment plant Management Staff to review all conceptual designs and receive guidance for progress towards the final design.

### C. Task 3: Detailed Design

- (1) Conduct detailed design progress meetings at 25%, 50%, and 90% completion, and provide progress updates one week before the Lexington-Fayette Urban County Government review and comment. (2 copies)
- (2) Conduct and present design calculations for the structural evaluation of the existing building to support the new equipment.
- (3) Furnish detailed cost estimates for probable cost and revise the 20-year life cycle and present worth analysis for the final design.

### 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 and software. 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 Services

- (1) Review/approval of shop drawings.
- (2) Evaluate change order requests, provide change order recommendations.
- (3) Coordinate and lead monthly construction progress meetings.
- (4) Conduct weekly inspections once construction begins.
- (5) Participate in final inspection of completed work and assist in preparation of punch list.
- (6) Transfer inspection filed notes to 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. 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 7 pages.
- C. Estimated Schedule – No more than 2 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 3 similar projects with owner contact information. This section shall be no more than 4 pages total.

## 5. Schedule and Completion

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

Award Design Contract	Mid December 2013
Meeting to Review Final Design – 80% Completion	February 2013
Bid Opening	April 2013
Award of GC Contract	May 2013

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

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

## 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.

RFP Scoring Sheet

RFP #32-2013 - Investigation/Design Services for Town Branch WWTP Solids Processing Improvements						
Consultant/Vendor Name:						
Selection Criteria	Notes	Total Points	Score(1-5)	Weighted Score	Comment	
Specialized experience and technical competence of the person or firm (Including a joint venture or association) with the type of service required.		20	0		Weighted Score= (Total Points/5 )xScore	
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.		15	0		Weighted Score= (Total Points/5 )xScore	
Character, integrity, reputation, judgment, experience and efficiency of the person or firm.		15	0		Weighted Score= (Total Points/5 )xScore	
Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet scheduling.		15	0		Weighted Score= (Total Points/5 )xScore	
Familiarity with the details of the project.		15	0		Weighted Score= (Total Points/5 )xScore	
Degree of local employment to be provided by the person or firm.		10	0		Weighted Score= (Total Points/5 )xScore	
Estimated cost of services.		10	0		Weighted Score= (Total Points/5 )xScore	
<b>Final Technical Score</b>		<b>100</b>	<b>0</b>	<b>0</b>		

DBE Participation(Name) \_\_\_\_\_  
 DBE Portion(Percentage) \_\_\_\_\_  
 Affidavit \_\_\_\_\_  
 Affirmative Action Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

Comments:



RFP Scoring Sheet

RFP #32-2013 - Investigation/Design Services for Town Branch WWTP Solids Processing Improvements

Description	Adjective	Numeric Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

11/4/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : St. Paul Fire and Marine Insurance Company		24767
INSURER C : Sentinel Insurance Company, Ltd.		11000
INSURER D : Zurich American Insurance Company		16535
INSURER E :		
INSURER F :		

**COVERAGES** HDRIN01      **CERTIFICATE NUMBER:** 12664175      **REVISION NUMBER:** XXXXXXXX

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	Y	Y	37CSEQU0950	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A A A	AUTOMOBILE LIABILITY	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2013 6/1/2013 6/1/2013	6/1/2014 6/1/2014 6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB)	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	N				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE	N				\$ XXXXXXXX
	RETENTION \$						
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	91WEOH1000 (AOS) 91WBOH1760 (HI)	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCH & ENG PROFESSIONAL LIABILITY	N	N	EOC9260026-06	6/1/2013	6/1/2014	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: 32-2013 TBWWTP INVESTIGATION/DESIGN. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

### CERTIFICATE HOLDER

### CANCELLATION

12664175

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ATTN: TODD SLATIN  
200 E. MAIN STREET  
LEXINGTON KY 40509

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

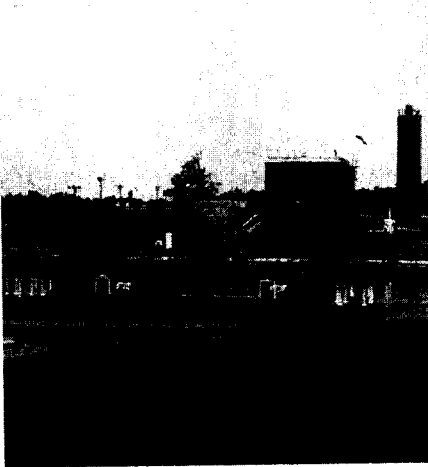
AUTHORIZED REPRESENTATIVE

**EXHIBIT C**

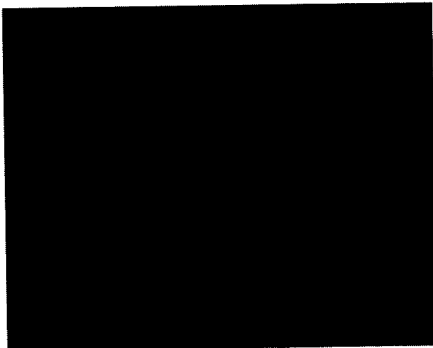
**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**



# TBWWTP SOLIDS PROCESSING IMPROVEMENTS



[ Successful completion of any assignment requires sound solutions, timely performance, and quality service. HDR's primary focus is your satisfaction, and we are committed to providing the necessary resources to exceed your expectations. ]



November 8, 2013

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

RE: RFP No. 32-2013  
*Investigation / Design Services for*  
**Town Branch WWTP Solids Processing Improvements**

Dear Mr. Slatin,

HDR Engineering, Inc. is very pleased to submit this Proposal to the Lexington-Fayette Urban County Government (LFUCG) for the "Town Branch WWTP Solids Handling Improvements Project."

Local professionals of the HDR team have a 36-year working relationship with LFUCG, including over \$120 million in construction projects. Recent examples include the Picadome Pump Station/Force Main, West Hickman Creek WWTP Screw Pump Replacement, as well as the Wolf Run Pump Station Expansion and Relocation Project.

Integrated Engineering (IE) will be a DBE subconsultant and will provide design support. The DBE involvement in this project will exceed LFUCG's goal of 10% participation.

We greatly appreciate the opportunity to submit this Proposal and look forward to the possibility of continuing our service to LFUCG on this project.

Thank you for your consideration.

Sincerely,

Charles R. Scroggin, PE.  
Sr. Vice President

2517 Sir Barton Way  
Lexington, Kentucky 40509

Phone: (859) 629-4800  
Fax: (859) 629-4801  
www.hdrinc.com

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*Our regional offices provide our clients a full range of services including wastewater, water, and transportation planning, design, and construction services.*

## SECTION 1 | SPECIALIZED EXPERIENCE & FIRM QUALIFICATIONS

### SPECIALIZED EXPERIENCE

HDR project team members have enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). This experience has given us in-depth knowledge of the wastewater system and excellent working relationships with the wastewater system staff. We have been involved a variety of projects with cumulative construction costs exceeding \$120 million. The following projects were performed for LFUCG on-schedule and within budget:

#### REPRESENTATIVE LFUCG PROJECT EXPERIENCE

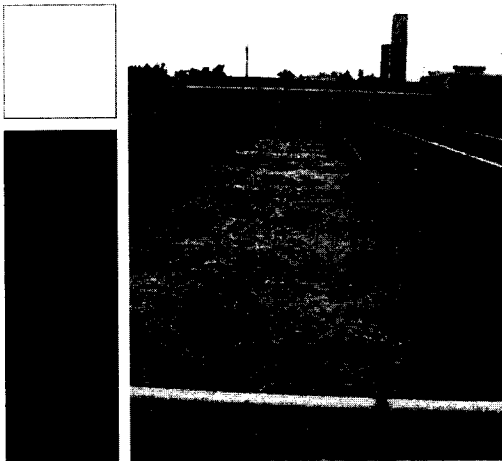
• Blue Sky Wastewater Treatment Plant (WWTP) Evaluation, Preliminary Engineering, and related reports	• Manchester Street Relief Sewer
• Wolf Run Pump Station Expansion and Relocation	• Sewer System Evaluation Survey (SSES)/Rehabilitation
• Picadome Pumping Station/Force Main/Relief Sewer	• Sewer Hydraulic Model
• West Hickman Creek WWTP Influent Screw Pump Replacement	• West Hickman Creek WWTP <sup>1</sup>
• Wolf Run Watershed Trunk Sewer and Pumping Station Rehabilitation	• Town Branch WWTP <sup>1</sup>
• Consent Decree (CD) Program Management	• KPDES Storm Water Permit Application
• Sanitary Sewer Overflow Response Plan (SSORP)	• West Hickman Creek Storm Water Study
• Gravity Line Preventative Maintenance Program (GLPMP)	• Wolf Run Storm Water Project
• Fats, Oils, and Grease (FOG) Control Program	• EPA Consent Decree MS4 Technical Support
• West Hickman 7 Sub-Sewershed Flow Monitoring Study	• Digital Flood Insurance Rate Maps (DFIRM)
• Town Branch Watershed Trunk Sewer and Pumping Station Rehabilitation	• North Elkhorn Creek Storm Water Modeling

Note: <sup>1</sup>Individual Experience

In addition to the above experience, HDR will offer the following positive attributes to the project:

- **Project Manager** - Jerry McClary, Project Manager, has worked directly with Charlie Martin and other LFUCG representatives on several previous projects.
- **Proven Project Delivery** - HDR designed the Picadome Pump Station/Force Main Project. The construction budget for this project was \$5,251,000. The actual bid amounts totalled \$4,483,260, or 14.6% under budget.

# TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013



- **EPA/KDOW** - Our 38-year working relationship with the Environmental Protection Agency (EPA)/Kentucky Division of Water (KDOW) will assure that the project meets EPA/KDOW requirements and receives an expeditious review.
- **Staff Capacity** - HDR has a capacity of over 8,600 people worldwide and our local offices are well-staffed with over 150 people. Our current overall staff available capacity is approximately 25 percent. Therefore, we anticipate no capacity problems.
- **DBE Participation** - We will exceed the 10% DBE goal. HDR has a track record of meeting and exceeding applicable DBE goals. For example, on two recent LFUCG projects, the actual DBE participation was approximately twice the proposed goal.

## HDR National Resources & Qualifications

### HISTORY & SIZE

- Founded in 1917
- More than 8,600 employee-owners
  - Approximately 1,380 professionals specialized in water & wastewater as shown below
- Over 210 offices worldwide
- Completed projects in 50 states & 60 countries

Specialty	Number of Staff
Sanitary Engineers	235
Water Resources	170
Environmental	220
Planners	190
Electrical   I&C	80
Construction	105
O&M Personnel	30
Structural	35
Support Personnel	315
<b>TOTAL</b>	<b>1380</b>

### BUSINESS INDICATORS

- 2013 *Engineering News Record* (ENR) Rankings
  - No. 11 among 2013 "Top 500 Design Firms"
  - No. 6 among 2013 "Top 20 Sewer/Wastewater Firms"

## FIRM QUALIFICATIONS

HDR is a full-service engineering and architectural design firm, specializing in planning, design, and construction services for municipal wastewater/water projects. A summary of our local areas of professional practice is presented in Table 1-1 (Page 1-3). Our 23 years of Kentucky and Ohio experience, includes over \$700 million of regional wastewater experience, design of over 50 wastewater treatment plants, design of over 177 pump stations, design of over 1,448,000 feet of sanitary sewers, and easement acquisitions and regulatory coordination on all projects

### REPRESENTATIVE CLIENTS

Table 1-2 (Page 1-3) is a representative list of more than 50 Regional HDR clients. This client list demonstrates HDR's solid foundation and commitment to quality service.

## SUBCONSULTANTS

### INTEGRATED ENGINEERING, PLLC (*DBE Subconsultant*)

Integrated Engineering, PLLC, a **certified DBE with LFUCG**, was founded by Harsha Wijesiri in August 2006. They are an emerging professional civil engineering, landscape architecture, and surveying company with experience in diverse disciplines. Having worked on various public works projects they have successfully completed numerous municipal projects in various cities across Kentucky. Some of their valuable clients include LFUCG, Sanitation District No. 1 of Northern Kentucky, City of Richmond, the City of Frankfort, and the Kentucky Transportation Cabinet. IE's staff has earned a reputation for completing projects in a responsive manner while meeting and exceeding the client's needs and expectations by providing functional, economically feasible, and aesthetically-pleasing designs in a timely manner. **IE's participation will exceed 10% on this project.**

### FREELAND HARRIS CONSULTING ENGINEERS

Freeland Harris Consulting Engineers of Kentucky, Inc. (FHCE), a Kentucky corporation, was founded in 1996. The firm designs foundations and framing systems for a wide range of industrial, commercial, and institutional buildings. Specializing in the structural design of industrial, distribution, and process facilities; the firm is among the industry leaders in providing comprehensive and service-oriented structural consulting services. Their hands-on approach and commitment to clients has earned them a solid reputation.



# TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013

## THE ROBERTS GROUP

Founded in 1989, The Roberts Group, PSC, or TRG, is based in Lexington, Kentucky. From the beginning, our firm was established to handle all phases of a given project. Comprised of architects, civil engineers, mechanical engineers, electrical engineers, and landscape architects, TRG is able to offer a full-service, comprehensive approach to their projects. The firm is comprised of seasoned professionals with vast experience committed to providing high quality service which meets the aesthetic, functional, and economic goals of their clients.

Table 1-1 LOCAL AREAS OF PROFESSIONAL PRACTICE

WATER   WASTEWATER	ELECTRICAL   INSTRUMENTATION	CONSTRUCTION   OPERATIONS
<ul style="list-style-type: none"> <li>• Solids Processing</li> <li>• Wastewater/Water Treatment</li> <li>• Pump Stations/Force Mains</li> <li>• Gravity Sewers</li> <li>• Water Distribution/Storage</li> <li>• Sanitary Sewer Modeling</li> <li>• Facilities Plans/Preliminary Studies</li> <li>• Sewer System Evaluation &amp; Rehabilitation</li> <li>• CSOs/SSOs</li> </ul>	<ul style="list-style-type: none"> <li>• SCADA Systems</li> <li>• Fiber Optics/Data Networks</li> <li>• Instrumentation &amp; Controls</li> <li>• Security/Access Control Systems</li> <li>• Communication Systems</li> <li>• Power Distribution/Lighting</li> </ul>	<ul style="list-style-type: none"> <li>• Contract Administration</li> <li>• Scheduling</li> <li>• Shop Drawing Reviews</li> <li>• Resident Representatives</li> <li>• Operation &amp; Maintenance Manuals</li> <li>• Training &amp; Start-up</li> <li>• Operations Assistance</li> <li>• Construction Management</li> <li>• Landscape Architecture</li> </ul>
STORM WATER	CIVIL   SITE DEVELOPMENT	TRANSPORTATION   AVIATION
<ul style="list-style-type: none"> <li>• Master Plans</li> <li>• Conveyance Systems</li> <li>• Utility Formation</li> <li>• NPDES Permits</li> <li>• Mapping/Ordinances</li> <li>• Retention/Detention Basins</li> </ul>	<ul style="list-style-type: none"> <li>• Surveying/GPS</li> <li>• Industrial Sites</li> <li>• Commercial Sites</li> <li>• Parking Lots</li> <li>• Recreational Facilities</li> <li>• Mapping/GIS</li> </ul>	<ul style="list-style-type: none"> <li>• Highways</li> <li>• Airports</li> <li>• Traffic Engineering</li> <li>• Alignment Studies</li> <li>• Grade and Drainage</li> <li>• Streetscape Design</li> <li>• Parks/Playgrounds/Golf Courses</li> <li>• Site Landscaping</li> </ul>
FUNDING ASSISTANCE	GEOGRAPHIC INFORMATION SYSTEMS	
<ul style="list-style-type: none"> <li>• Source Identification</li> <li>• Program Administration</li> <li>• Environmental Assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Data Collection/Creation/ Conversion</li> <li>• Spatial Analysis</li> <li>• Application Development/ Integration</li> <li>• Cartography</li> <li>• GPS</li> </ul>	

Table 1-2 REPRESENTATIVE REGIONAL CLIENTS

Lexington (LFUCG)	Frankfort, KY	Owensboro, KY	Madisonville, KY	Newport, KY
Kentucky American Water	Shelbyville, KY	Bowling Green, KY	West Carroll WD	London Utility Commission
Louisville MSD <sup>1</sup>	Paducah, KY	Henderson County WD	Flemingsburg, KY	Barbourville, KY
Louisville Water Company	Elizabethtown, KY	Paducah, KY	Western Fleming County WD	Somerset, KY
SD <sup>2</sup> No. 1 of NKY	Hardin County WD No.1	Meade County WD	Cynthiana, KY	Winchester, KY
Northern Kentucky WD <sup>3</sup>	Radcliff, KY	Bardstown, KY	Williamstown, KY	Corbin City Utilities
Cincinnati MSD	Vine Grove, KY	Springfield, KY	Corinth WD <sup>3</sup>	Nicholasville, KY
Greater Cincinnati Water Works	Ohio County SD	Oldham County SD	Corinth, KY	Georgetown, KY
Chattanooga, TN	Princeton, KY	Danville, KY	Sharpsburg WD	Columbus, OH
Nashville, TN	Hartford, KY	Williamsburg, KY	Sharpsburg, KY	Shelbyville, KY
Richmond, KY	Hopkinsville, KY	Olive Hill, KY	Ashland, KY	Portsmouth, OH

Notes: <sup>1</sup>MSD - Metropolitan Sewer District    <sup>2</sup>SD - Sanitation/Sewer District    <sup>3</sup>WD - Water District



*As a dynamic, diverse team, HDR provides meaningful service & builds lasting relationships to address challenges, meet change & balance priorities.*

## SECTION 2 | PROJECT TEAM & RISK MANAGEMENT

### Highly Qualified People Assigned to Lead Your Project...

The HDR Project Team will guide LFUCG through every step of this project and deliver innovative and effective recommendations for the Town Branch WWTP solids processing improvements through:

- A highly experienced project manager, providing excellent project leadership
- Proven national expertise, complemented by strong local presence and delivery
- Recent and relevant solids handling experience, including components similar to those involved in this project

### PROJECT TEAM

We understand that the goal of LFUCG is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each of these areas. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

As shown in Figure 2-1, **Jerry McClary** will serve as your Project Manager and be your day-to-day contact. Jerry has 32 years of wastewater experience and will focus on: solids operations review, equipment concepts, design, construction services, start-up, and overall project coordination. Recent key experience for Jerry includes:

- Sanitation District No. 1 of Northern Kentucky (SD1) Dry Creek WWTP – Improvements to the 46.5 MGD WWTP, including new **centrifuges** and new dewatered sludge conveyance facilities.
- LFUCG TBWWTP and West Hickman Creek WWTP – Managed various improvements including odor scrubbers, sludge conveyor, and shaftless screw conveyor system.
- Lawrenceburg, IN South Dearborn Regional Sewer District – Improvements included replacing the belt filter press with a **centrifuge**.
- SD1 Eastern Regional WWTP – Conducted a solids evaluation and design of a belt filter press and shaftless screw conveyors.

### RISK MANAGEMENT

HDR is committed to the successful completion of this project. For this effort, HDR will utilize our proposed project team, who is supported at all times by our regional staff of 150 professionals. As necessary, HDR is able to utilize additional national resources of over 8,600 professionals to manage peak workloads on your project, and address challenging technical issues that require additional specialization.

In the unlikely event that a change in project personnel becomes necessary, HDR's Project Principal and Project Manager will meet immediately with LFUCG staff to review and determine a suitable course of action that avoids impact to your project quality, schedule, or budget. It is HDR's general policy to keep individuals assigned to a project throughout the time frame that the expertise is needed. Should new members join the project team, they can quickly be brought up to speed by referencing the Project Guide. HDR requires all projects have a Project Guide. This document, produced before work begins, includes all contract, scope, budget, and schedule information; guidelines and criteria to be used in the design and document preparation; client contact points; and, a summary of Quality Assurance/Quality Control (QA/QC) policy and procedures.

# TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

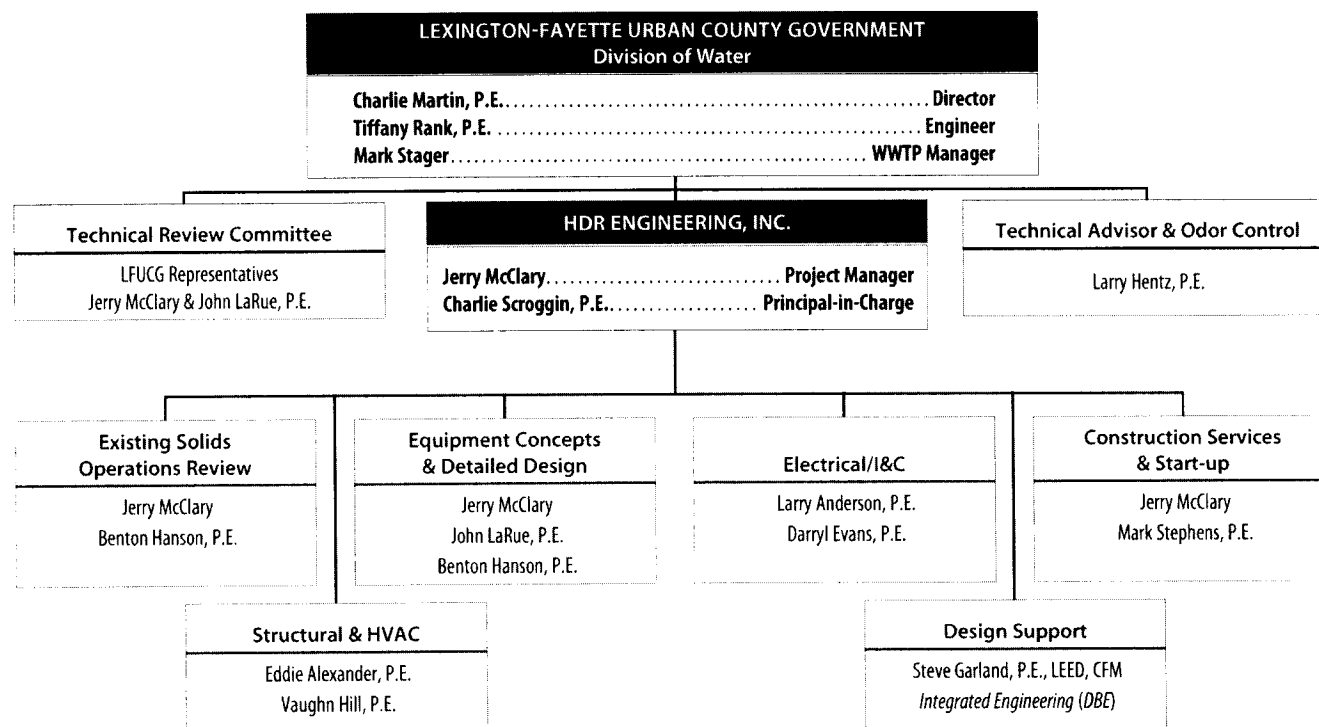
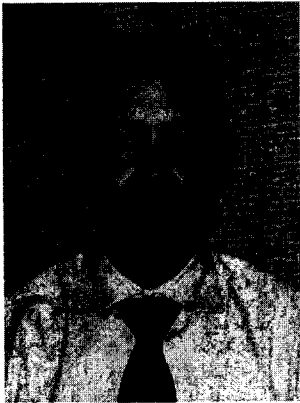


Table 2-1 KEY PERSONNEL

Name	Firm Position	Degree	Yrs. of Exp	Registration	Project Role & Responsibilities
<b>Jerry McClary</b> HDR   Lexington, KY	Project Manager	BS	32	<b>Licensed</b> Class IV Operator	<b>Project Manager</b> Day-to-Day Contact, Solids Operations Review, Equipment Concepts, Design, Construction & Start-up, TRC Meetings
<b>Charlie Scroggin</b> HDR   Lexington, KY	Sr. Vice President	MSCE	39	<b>Prof. Eng</b> KY, OH, TN, AL, AR, GA, MS, SC, TX, WV	<b>Principal-in-Charge</b> Management Review, Budget & Schedule, Resources
<b>John LaRue</b> HDR   Lexington, KY	Sr. Project Manager	MSCE	38	<b>Prof. Eng</b> KY, OH	<b>Sr. Design Engineer</b> Equipment Concepts, Detailed Design, TRC Meetings
<b>Larry Hentz, Jr.</b> HDR   Calverton, MD	Water Business Group Leader	MSSE	31	<b>Prof. Eng</b> National P.E., Guam, AZ, D.C., GA, MD, PA, SC, VT, VA, NCEES, BCEE	<b>Technical Advisor</b> Equipment Concepts, Odor Control, Cost-effectiveness, Operability, Constructability
<b>Benton Hanson</b> HDR   Lexington, KY	Project Manager	BSCE	28	<b>Prof. Eng</b> KY	<b>Design Engineer</b> Solids Operations Review, Equipment Concepts, Detailed Design
<b>Larry Anderson</b> HDR   Lexington, KY	Vice President	BSEE	35	<b>Prof. Eng</b> KY, OH, TN, IN, AL, AZ, CA, GA, IL, LA, NC, PA, NV, SC, TX, WV, VA, VT, MA, NM, VE, NJ, MD	<b>Electrical / I&amp;C</b> Equipment Selection, Cost Estimates, Plans & Specifications
<b>Darryl Evans</b> HDR   Louisville, KY	Sr. Project Manager	BSEE	26	<b>Prof. Eng</b> KY, OH, IN	<b>Electrical / I&amp;C</b> Equipment Selection, Cost Estimates, Plans & Specifications
<b>Mark Stephens</b> HDR   Lexington, KY	Construction Administrator	BSCE	15	<b>Prof. Eng</b> KY	<b>Construction Administrator</b> Site Visits, Pay Requests, Shop Drawings, Consultation, Close-out
<b>Eddie Alexander</b> Freeland Harris   Lexington, KY	Principal Engineer	MSCE	32	<b>Prof. Eng</b> KY, AL, CO, IN, OH, OK, WV	<b>Structural Design</b> Design, Cost Estimates, Plans & Specifications
<b>Vaughn Hill</b> TRG   Lexington, KY	Principal Engineer	BSME	34	<b>Prof. Eng</b> KY, OH, TN, IN, AZ, CA, GA, LA, NC, PA, TX, VA, MA, NJ, MD, CO, CT, FL, KS, MI, MN, MO, WI	<b>HVAC Design</b> Equipment Selection, Cost Estimates, Plans & Specifications
<b>Steve Garland</b> IE   Lexington, KY	Project Manager	BSCE	17	<b>Prof. Eng</b> KY, TN, IN   NCEES, LEED AP, CFM	<b>Design Support</b> Conceptual & Detailed Design Support



## JERRY MCCLARY

Project Manager | HDR Engineering, Inc., Lexington, KY

Mr. McClary has over 32 years of experience with wastewater and water system engineering which includes planning, design, construction administration, industrial pretreatment and process operations experience, and is a licensed Class IV wastewater operator in Kentucky, Tennessee, and Ohio. He has performed over 100 wastewater/water process control evaluations. His experience also includes efficiency audits, project design, process training, construction administration, and project management for over 60 municipal and 20 industrial facilities.

### EXPERIENCE OVERVIEW

- Sanitation District No. 1 Treatment Dry Creek WWTP Capital Improvements Program (46.5 MGD), Fort Wright, KY** – Project engineer for the design and Construction Manager responsible for an extended capital improvements program for updating the WWTP process and administration facilities. Projects included new **centrifuges**, new dewatered sludge conveyance facility, clarifier improvements, remodeling the administration building and laboratory, process control assistance and operator training. The Program had a five year construction cycle. The project to install **centrifuges** for sludge dewatering allowed elimination of the existing Zimpro sludge conditioning process which was extremely odorous, corrosive and expensive to operate and maintain. The annual savings in fuel oil was over \$1,000,000. **Pilot testing of centrifuges** was conducted with Jerry preparing comprehensive evaluation criteria. Sludge handling operations were modified and with the more **efficient use of the centrifuges, the finished sludge cake averaged 32% solids.**
- South Dearborn Regional Sewer District (6.0 MGD) Lawrenceburg, IN** - Project Manager for design, construction administration and start-up. The project combined two existing WWTP's into a regional facility serving 3 cities and a major industry. The attention to energy conservation and sludge disposal costs resulted in an annual O&M savings of \$80,000. Facilities included a new headworks, primary clarifiers, fine bubble aeration, final clarification, UV disinfection, WAS sludge thickening, anaerobic digesters and belt filter presses. A later project replaced the belt filter press with a **centrifuge**. This was performed in response to increased landfill costs and the desire to more effectively dewater the waste sludge.
- General Mills Industrial Wastewater Treatment Plant, Covington, GA** - Project Manager for the design and construction of an industrial pretreatment wastewater treatment plant that will reuse 50% of the treated wastewater for wet scrubber dust control within the food production facility. While this application was common in Europe, it was the first facility of its type in the US. A Membrane Biological Reactor (MBR) was utilized for wet stream treatment with a **centrifuge** and polymer system for sludge dewatering.
- Lexington Fayette Urban County Government West Hickman and Town Branch WWTP's Capital Improvement Projects, Lexington, KY** - Managed various improvements to the WWTP's which consisted of new odor scrubbers, new HVAC system, and dewatered sludge conveyor. After listening to the operations and maintenance staff, Jerry designed a parallel shaftless screw conveyor system that equally filled two sludge haulers from fed from four BFPs. Determination of the conveyor sizing included evaluating the present and future waste sludge generation.
- Lexington Fayette Urban County Government West Hickman WWTP (33.9 MGD) and Town Branch WWTP (28 MGD) Capacity Analysis and Process Evaluation, Lexington, KY** - As a part of the EPA Consent Decree, LFUCG was required to evaluate the total and firm capacity of the WWTP's. Alternatives were considered for low cost improvements to increase hydraulic capacity and reduce the volume of future equalization facilities. Jerry served as the lead process evaluator and worked with the staff to determine the best course of action. Jerry became very familiar with the facilities and operation of the WWTPs as well as the existing and future waste loading.

### EDUCATION

Academic, Madisonville North Hopkins, 1971

BS, Western Kentucky University, 1975

### PROFESSIONAL LICENSE

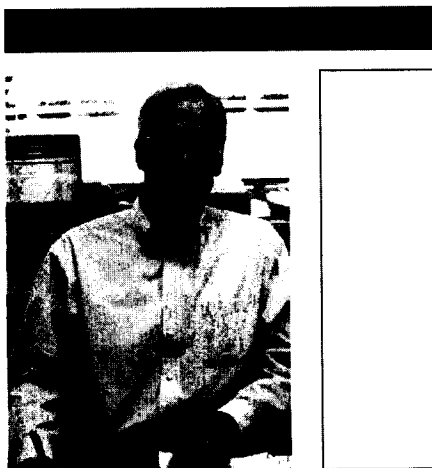
Class IV Wastewater Operator

### PROFESSIONAL AFFILIATIONS

- Kentucky Water and Wastewater Operations Association
- Kentucky-Tennessee Water Environment Federation (Past President)
- Water Environment Federation (Past National Director)
- Kentucky Vocational Environmental Education Board (Chairman)
- KY Wastewater Certification Board
- WEF Plant Operations and Maintenance Committee

### INDUSTRY TENURE

32 Years



## JOHN LaRUE, P.E.

Sr. Project Manager | HDR Engineering, Inc., Lexington, KY

Mr. LaRue has over 37 years of engineering background, with extensive experience in design and construction of drinking water, wastewater and solid waste facilities. His technical expertise covers many areas of sanitary and environmental engineering, including planning, design, construction administration, operations, training, regulatory compliance, funding agency liaison and value engineering. Mr. LaRue has served as Project Manager and Project Engineer on numerous wastewater projects, including treatment plant design and construction, collector/trunk sewer and pump station design and construction, wastewater conveyance tunnel design, facility plans, and sewer system rehabilitation projects.

### EXPERIENCE OVERVIEW

#### EDUCATION

Master of Science, Civil Engineering,  
University of Kentucky, 1976

Bachelor of Science, Civil Engineering,  
University of Kentucky, 1970

#### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
KY, OH

#### PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers (NSPE), KSPE, Member, 1974-2010
- Water Environment Association, Kentucky Tennessee, Member, 1975-2013
- Water Environment Federation, Member, 1975-2013
- American Water Works Association, Member, 1996-2013

#### INDUSTRY TENURE

37 Years

- **Town Branch Wastewater Treatment Plant Expansion, Lexington, KY.** Design Project Manager. Mr. LaRue served as design project manager and chief process design engineer on a joint-venture project at Town Branch wastewater treatment plant. This \$60 million project expanded the plant to 30 MGD capacity. A conventional activated sludge process was converted to single stage air activated sludge with nitrification. Mr. LaRue also served as construction general engineering manager on this project during a four-year series of general construction contracts.
- **Screw Pump Replacement, West Hickman Wastewater Treatment Plant, Lexington Fayette Urban County Government, Lexington, KY.** Project Design Manager. Mr. LaRue served as project design manager and project engineer. Three existing Archimedes screw pumps in the 60 MGD influent lift station were replaced with six submersible centrifugal screw pumps, in a phased \$3 million project, using the existing screw pump concrete structure as a wet well for the new pumps. The existing pump station and odor control system were modified to accommodate the new, different type of pumps. The pump control system design was upgraded to accommodate concurrent operation of both Archimedes and centrifugal pumps.
- **Town Branch Watershed Trunk Sewer and Pumping Station Investigation and Rehabilitation Project, Lexington-Fayette Urban County Government, KY.** Project Manager|Project Engineer. Mr. LaRue served as project manager and project engineer for the Lexington-Fayette Urban County Government Town Branch Watershed Trunk Sewer and Pumping Station investigation and rehabilitation project. Over 20 miles of trunk sewers, ranging in size from 12-inch to 54-inch, were thoroughly inspected to determine structural condition, to locate inflow/infiltration sources, and to precisely locate and quantify the geometry of these sewers, which were as much as 80 years old. Using the collected data, a computer-based model was created and used to do a detailed hydraulic analysis of the trunk sewers. The hydraulic analysis showed that, although this watershed was nearly fully developed, some of the trunk sewers had inadequate capacity for full development flows using current design criteria.
- **Upper Olentangy Water Reclamation Center (UOWRC) Expansion and Improvements, Delaware, OH.** Design Engineer. Mr. LaRue served as a design engineer for selected components of the \$25 million UOWRC Upgrade and Expansion, which was done using the design-build delivery system. With a design flow of 10.0 MGD and a peak flow rate of 30.0 MGD, the facility included the following components: influent pump station, screening, grit removal, septage receiving station, primary settling tanks, aeration tanks, activated sludge, nitrogen and phosphorus removal, clarification, tertiary filters, UV disinfection, sludge holding tanks, belt filter presses, and odor control.

# TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013



## LARRY HENTZ, JR., P.E.

Water Business Group Leader, Mid-Atlantic | HDR Engineering, Inc., Calverton, MD

Mr. Hentz has over 31 years of experience as a process engineer and project manager for water, wastewater, biosolids, sludge, leachate, and air emission control facilities. His responsibilities range from preliminary process selection studies to final design and construction of facility improvements.

Mr. Hentz has developed a national reputation for enhanced nutrient removal and technological advances in biosolids treatment and odor control. He was the Biosolids Task Manager for the Water Environment Research Foundation (WERF) Assessment of Odor Sources and Technologies. He also holds two patents in Methods of an Apparatus for Removing Odors from Process Airstreams and is a contributing author of the Water Environment Federation's (WEF's) Biological Nutrient Removal (BNR) Manual and Odor Control Manual.

### EXPERIENCE OVERVIEW

- **Arlington County Virginia WWTP Odor Control Project, VA.** Project Manager for improving reduced sulfur control efficiency of a three stage packed tower scrubber associated with a **centrifuge** dewatering and lime stabilization facility. Improvements in chemical application and operating parameters improved odor control efficiency without capital costs.
- **Fort George G. Meade (FGGM) Wastewater Treatment Plant Improvements, Ft. Meade, MD.** Technical Advisor for design-build project for various improvements to the WWTP. Project includes construction of biosolids dewatering and handling facilities. The facilities include a **screw press**, polymer feed system, indirect dryer, cooling screw, conveyance to a storage bin, and an offloading conveyor (auger type) system for truck loadout. The material is conveyed from the lower floor of the Operations Building to a truck loadout area located adjacent to the building. System capacity is over 600 lbs/hour of dried solids.
- **Little Patuxent WWTP Biosolids Management Study, MD.** Project Manager for comprehensive evaluations of anaerobic digestion, dewatering alternatives, Class A stabilization processes, pelletization, and privatized operations. High-speed **centrifuges** and Class A lime stabilization facilities were recommended and constructed at this 26-MGD advanced BNR WWTP. Innovative process concepts reduced operating costs by more than \$1,000,000 per year. This was the first Class A process approved by the state of Maryland.
- **Prince George's County Biosolids Sludge Management Facility Plan, MD.** Process Engineer for this major facility plan to determine best long-term sludge disposal options for three wastewater treatment plants totaling 67 MGD. The universe of dewatering and stabilization facilities were evaluated including belt filter presses, high-speed **centrifuges**, composting, incineration, pelletization, and lime stabilization. Alternative evaluations were performed for independent and combined facilities.
- **Town of Cary, Residuals and Biosolids Master Plan, Cary, NC.** Responsible for completing a comprehensive master plan for treating and disposing of biosolids from three wastewater treatment plants and one water treatment plant. Work included developing mass balance projections; conducting a condition assessment of key facilities including digesters, thermal dryer, belt presses, and **centrifuges**; identification of contingency plans for handling and disposal; evaluation of composting of biosolids and yard waste; and conducting a residual and biosolids benchmarking and market analysis.
- **Alexandria WWTP Upgrade, VA.** Performed value engineering evaluations for this \$240 million upgrade of an existing 40 MGD advanced wastewater treatment plant. Responsible for review of high-speed **centrifuge**, Class A lime stabilization, BNR, and odor control facilities. The plant was designed to achieve 8 mg/L total nitrogen.

### EDUCATION

Master of Science, Sanitary Engineering,  
Virginia Polytechnic Inst St U, 1979

Bachelor of Science, Biology, Hampden-  
Sydney College, 1975

### PROFESSIONAL REGISTRATIONS

American Academy of Environmental  
Engineers, US National Registration

Board-Certified Environmental Engineer

National Council of Examiners for  
Engineering and Surveying, US National  
Registration

National PE Registration

Professional Engineer:

Guam, US National Registration, No.  
Northern Mariana Islands, AZ, D.C., GA,  
MD, PA, SC, VT, VA

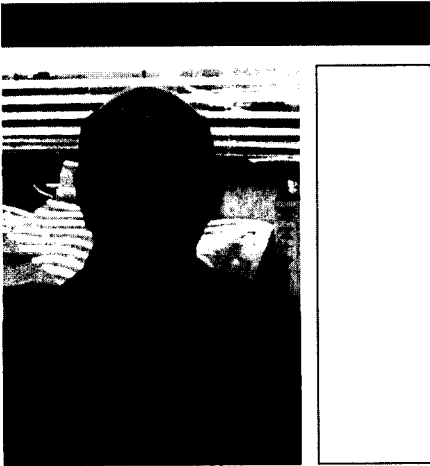
### PROFESSIONAL AFFILIATIONS

- Air & Waste Management Assoc.
- Assoc. of Metropolitan  
Sewerage Agencies
- Maryland Assoc. of Municipal  
Wastewater Agencies
- Mid-Atlantic Biosolids Association
- The National Association of Clean Water  
Agencies (NACWA), Representative
- Water Environment Association,  
Chesapeake, Biosolids Committee
- Water Environment Federation
- Water Environment Research Federation

### INDUSTRY TENURE

31 Years





## BENTON HANSON, P.E.

Project Manager | HDR Engineering, Inc., Lexington, KY

Mr. Hanson has over 28 years of experience in a variety of civil engineering capacities, including planning, design, bidding, and construction services. He has lead the design for numerous wastewater treatment plants (WWTP), collections systems, pumping stations, and force mains.

### EXPERIENCE OVERVIEW

- **Fort George G. Meade (FGGM) Wastewater Treatment Plant Improvements, Ft. Meade, MD.** Project engineer for design-build project for various improvements to the WWTP. Project includes construction of biosolids dewatering and handling facilities. The facilities include a **screw press**, polymer feed system, indirect dryer, cooling screw, conveyance to a storage bin, and an offloading conveyor (auger type) system for truck loadout. The material is conveyed from the lower floor of the Operations Building to a truck loadout area located adjacent to the building. System capacity is over 600 lbs/hour of dried solids.
- **Elizabethtown, Kentucky.** Project Manager for planning and design of wastewater system improvements for Elizabethtown. The design included an influent screw pump station (29 MGD), screening system, oxidation ditch system with three 200 hp aerators, 112-foot diameter clarifier, intermediate screw pump station, chlorine and sulfur dioxide basins, post aeration, flood stage screw pump station, return activated sludge/waste activated sludge (RAS/WAS) pump station, two aerobic digesters (500,000 gallon capacity each), aeration and diffuser system, septic receiving station, polymer feed and dewatering equipment upgrades. The existing solids handling system was upgraded to two 2.2M belt filter presses. The conveyor system consists of a 30" wide flexible sidewall transfer belt conveyor with a 24" wide trough swivel (90 degree arc) belt conveyor for disposal into two separate 20 yard roll off dumpsters. The capacity of the conveying system was 6 tons per hour. All sludge is disposed at the local landfill. The total project cost was \$22 million.
- **London Utility Commission, London, Kentucky.** Planning, design, and construction services were provided to expand and construct a new 5.0 MGD advanced treatment system that included a 14.3 MGD influent pump station, two mechanical quarter-inch screen systems, two oxidation ditches with three 200 HP aerators each (two with variable frequency drives), two 108-foot diameter circular clarifiers, post aeration, and UV disinfection. Sludge handling facilities included a RAS/WAS pumping system, one 50-foot diameter gravity thickener, and four sludge holding tanks. The solids handling system consists of two 2.2M belt filter presses having a capacity of three tons per hour. The conveying system includes two 24" wide trough belt conveyors with one electrically operated belt plow. Solids are discharged onto a covered concrete pad for final processing and disposal either at a local landfill or by land farming.
- **Williamstown, Kentucky.** Project Manager for planning and design of wastewater system improvement for Williamstown. A Regional Facilities Plan Update was completed identifying a selected alternative to serve the cities of Williamstown and Dry Ridge and the surrounding county by constructing a new 2.0 MGD WWTP. The design included a influent pump station (6.0 MGD), screening system, grit removal, a sequencing batch reactor (SBR), post equalization, post aeration, ultraviolet light (UV) disinfection, and sludge holding tanks. The solids handling system consists of one 2.2M belt filter press having a capacity of three tons per hour. The conveying system includes one 24" wide flexible sidewall belt conveyor with a 45 degree incline and a cover belt that prevents spillage or carry-over of dewatered sludge. All sludge is disposed at the local landfill. In addition, an interceptor system was designed to transport wastewater from the old to the new WWTP site.

### EDUCATION

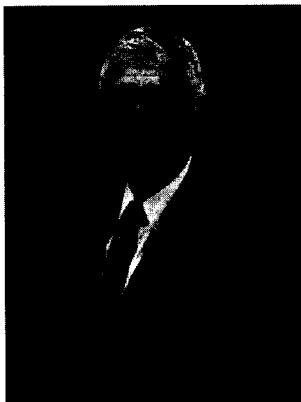
Bachelor of Science, Civil Engineering,  
Mississippi State University, 1983

### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
KY

### INDUSTRY TENURE

28 Years



## LARRY ANDERSON, P.E.

Vice President | HDR Engineering, Inc., Lexington, KY

Mr. Anderson's responsibilities include instrumentation and control (I&C) and electrical distribution design. His experience includes wastewater/water treatment plant and pump station design, back-up electrical power system design, indoor/outdoor lighting design, energy calculations, estimating electrical construction costs, electrical design for hazardous locations, overhead and underground distribution of high voltage circuits, instrumentation and control systems including programmable logic controllers (PLCs), computer-based networks, communications, fire alarm and signal systems, lightning protection, security systems, circuit breaker and relay coordination, load studies, fault current and voltage drop calculations and studies, and power factor studies and correction design.

### EXPERIENCE OVERVIEW

- **Louisville MSD Morris Forman WWTP Electrical/I&C.** Program Manager. MFWWTP, which is a high purity oxygen 106 MGD facility, is the largest plant in Kentucky. This multi-year \$150 million project involved evaluation of existing facilities, a recommended "Action Plan," and design/construction of the proposed modifications. Activities included: I&C Improvements; Southwestern Pump Station Improvements; High Purity Oxygen Reactors Modifications; Power System Improvements; Bioroughing Towers Rehabilitation; Process Energy Reductions; Odor Control Improvements; Clarifier Improvements; and New Solids Processing Facilities.
- **Regional Water Resource Agency (RWRA) of Owensboro/Daviess County Electrical/I&C Design for Wastewater System Improvements.** Improvements to WWTP-East (6.8 MGD) included construction of two circular clarifiers, a return activated sludge pump station, waste activated sludge (RAS/WAS) pump station, and demolition of four existing intra-channel clarifiers. Phase II involved improvements to the WWTP-West (15 MGD), including new influent pump stations, bar screen, three Carrousel oxidation ditches, three final clarifiers, RAS/WAS pump station, and chlorination. The electrical/I&C design included power distribution, lighting, hazardous location requirements, lightning protection, motor controls, MCCs, VFD controllers, PLC based SCADA system, instrumentation and controls.
- **Passaic Valley Solids Handling Process Upgrade, Electrical/I&C Design. Newark, NJ.** Project Engineer. Project Engineer for new sludge gravity thickeners and thickening centrifuge facility design which includes power distribution, VFD controllers, existing MCC modifications, PLC based SCADA system, instrumentation and controls.
- **Elledge Wastewater Treatment Plant Influent Pumping and Primary Treatment Improvements, I&C Design. Winston-Salem, NC.** Project Engineer. Project Engineer for new primary clarifiers and primary sludge pumps improvements. I&C design included PLC based SCADA system, fiber optic cable, instrumentation and controls.
- **Louisville MSD Floyds Fork WWTP Electrical/I&C Design.** This was the first design/build municipal WWTP project in Kentucky. Unit processes include influent pump station, grit collector, biological treatment/oxidation ditches, biological phosphorus removal, clarifiers, filters, UV disinfection, post aeration, RAS/WAS pump station and sludge holding tanks. Total project cost was \$16,046,611. The electrical/I&C design included power distribution, lighting, hazardous location requirements, lightning protection, motor controls, MCCs, VFD controllers, PLC based SCADA system, instrumentation and controls.
- **Upper Olentangy Water Reclamation Center (WRC) expansion and Improvements for the City of Delaware, OH.** Electrical/I&C design for a 10 MGD/30 MGD peak wastewater treatment plant. Instrumentation work included new field instruments for flow, level and analytical measurement, PLC control panels, fiber optic cables, and pump/blower controls. Electrical work included emergency generator and automatic transfer switch, high/low voltage distribution, lighting, MCCs and switchgear, VFDs, hazardous areas, and modifications to existing MCCs and switchgear.

### EDUCATION

Bachelor of Science, Electrical Engineering,  
University of Kentucky, 1978

Associate of Science, Mechanical  
Engineering, University of Kentucky, 1975

Associate of Science, Electrical Engineering,  
University of Kentucky, 1975

### PROFESSIONAL REGISTRATIONS

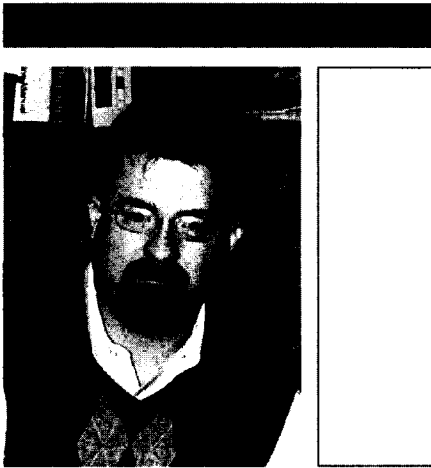
Professional Engineer:

OH, AL, AZ, CA, GA, IL, IN, KY, LA, MA, NV,  
NM, NC, PA, SC, TN, TX, VT, VA, WV

### INDUSTRY TENURE

35 Years





## MARK STEPHENS, P.E.

Construction Administrator | HDR Engineering, Inc., Lexington, KY

Mark Stephens is currently serving as a Contract Administrator. Responsible for oversight and coordination of all construction contracts as well as day-to-day management of entire Contract Administration and Resident Representative staff.

### EXPERIENCE OVERVIEW

- Elizabethtown, Kentucky.** Contract Administrator for the construction of wastewater system improvements for Elizabethtown. A Regional Facilities Plan Update was completed identifying a selected alternative to serve the City of Elizabethtown and the surrounding county by expanding the wastewater treatment plant (WWTP) from 7.2 to 13.0 million gallons per day (MGD). The design included an influent screw pump station (29MGD), screening system, oxidation ditch system with three 200 hp aerators, 112-foot diameter clarifier, intermediate screw pump station, chlorine and sulfur dioxide basins, post aeration, flood stage screw pump station, return activated sludge/waste activated sludge (RAS/WAS) pump station, two aerobic digesters (500,000 gallon capacity each), aeration and diffuser system, septic receiving station, polymer feed and dewatering equipment upgrades. Total project cost was \$21.8 million. HDR provided preliminary design, final design, bidding, construction services, O & M manual, and start up services.
- Jeffersonville, Indiana.** Contract Administrator. Project included expansion of the existing wastewater treatment plant from 6.0 MGD to 9.0 MGD. Major components of the project include a Headworks Building Addition; new screening and conveyor/compactor equipment; new grit chamber, grit pump, and cyclone/classifier; existing splitter box modifications; replacement of existing oxidation ditch aerators; new 120' diameter clarifier and splitter box; new RAS/WAS Pump Station; new RAS/WAS Electrical Building; additional UV disinfection system; additional post aeration system; existing effluent flow chamber modifications including a new Parshall flume; new gravity thickener tank and equipment; replacement of existing sludge pumps and additional sludge transfer pump; and associated piping; electrical, instrumentation, and site work. Project has a construction cost of approximately \$8.56 Million Dollars. Construction will be completed December of 09.
- Ohio County, Kentucky - Regional Wastewater Treatment Plant.** Contract Administrator for new regional WWTP for the OCRWD, a regional sewer agency serving the Bluegrass Crossing Business Centre and the cities of Beaver Dam, Centertown and Hartford, Kentucky. The project included construction of a 2.0 MGD oxidation ditch wastewater treatment plant with biological phosphorus removal. Facilities included two mechanical bar screens, oxidation ditch with multiple channels, two 95-foot diameter clarifiers, ultraviolet (UV) disinfection, RAS/WAS pump station, post aeration, effluent pump station, and aerated sludge holding/dewatering. The regional wastewater collection/transmission system includes the following: 4.4 MGD Beaver Dam pump station, 18-inch Beaver Dam force main - 20,000 ft., 2.0 MGD Hartford pump station, 12-inch Hartford force main - 5,000 ft., 1.5 MGD Bluegrass Crossings Business Centre (BCBC) pump station, 10-inch and 6-inch BCBC parallel force mains - 23,200 ft., 0.26 MGD Centertown pump station, and 6-inch Centertown force main - 24,500 ft. Design completed 2006, construction completed 2008, approx. construction cost \$14 million for both collection system and WWTP.
- Nicholasville, Kentucky, North End Sanitary Sewer Extension.** Contract Administrator. Scope of project includes 51,000 feet of sanitary sewers, ranging in size from 8- to 24-inches, and 2.16 MGD submersible pump station. The project will serve existing industrial, commercial, and residential areas which are currently on package WWTPs, septic tanks, or holding tanks. The project will facilitate growth in the Bluegrass Industrial Park and new Commerce Center. Project included easement acquisition and funding study. Construction starting February 2009 at an approximate cost of \$6.4 Million Dollars.

### EDUCATION

Bachelor of Science, Civil Engineering,  
University of Kentucky

### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
KY

### INDUSTRY TENURE

15 Years



## STEVE GARLAND, PE, LEED AP, CFM

Project Manager | Integrated Engineering, PLLC, Lexington, KY

Mr. Garland is responsible for management and project coordination for municipal infrastructure projects along with private development. Major responsibilities include design for wastewater collection (gravity and force mains), stormwater drainage, transportation, traffic, and major site development projects. Additionally, Mr. Garland is responsible for scoping, contract negotiations, public awareness and presentation programs, along with qualification control/qualification assurance.

### EXPERIENCE OVERVIEW

- **CMOM Program Management, (LFUCG), Fayette County, KY** - Project Engineer for the CMOM. Performed emergency power outage plans including the onsite review of 41 pump stations for emergency power situations. Prepared typical pump station layout for small, medium, and large pump stations; haul maps for the haul contract training binder; and typical emergency pump connection details for the retrofitting of existing pump stations with emergency pump connections. Also contributed to the performance metrics to resolve issues from the Consent Decree the creation of SOP's for varied metrics as part of the CMOM.
- **Bob O Link Trunk Sewer Replacement Project (LFUCG), Lexington, KY** - Project Engineer currently assisting in the planning, coordination, and design of approximately 6,300 lineal feet of trunk sewer in the Wolf Run Sewershed.
- **Lexington Mall Sanitary Sewer Relocation Project (LFUCG), Lexington, KY** - Project Engineer for the design of the relocation of an existing 15" sanitary sewer which was located under the Lexington Mall. Relocation included upsizing the line to a 24" line, traffic control, bypass pumping specifications, and bid administration. The engineer's estimate was \$600,000 with the successful low bid of \$555,432 being awarded out of 13 submitted bids.
- **Ward Hall (Class B) Pump Station and Force Main Improvements (Georgetown Water and Municipal Service), Georgetown, KY** - Project Engineer for the design phase for the Class B Pump Station. Responsibilities involved design calculations, proper wet well and vault sizing as well as buoyancy calculations and cost estimates, appropriate force main sizing (14,500 linear feet of 14" force main), stream crossing design to cross North Elkhorn Creek, construction plan preparation and review, specification writing, project coordination with design team members, staff, property owners, and utility companies.
- **Scott County Technical School (Class D) Pump Station (Georgetown Water and Municipal Sewer Service), Georgetown, KY** - Project Engineer for the design phase for the small Class D Pump Station. Responsibilities involved all design calculations, (5,250 linear feet of 4" force main), specification of odor control, construction plan preparation, and project coordination.
- **Inverness Low Pressure System, Franklin County, KY** - Project Engineer for a low pressure system in Frankfort, KY. Responsibilities included alternate designs of low pressure comparison with a traditional small pump station.

### EDUCATION

Bachelor of Science, Civil Engineering,  
University of Kentucky, 1998

### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
KY, TN, IN

NCEES Model Law Engineer

LEED AP

Certified Floodplain Manager

### PROFESSIONAL AFFILIATIONS

- Lexington Fayette Urban County  
Government Environmental Commission
- Kentucky Society of  
Professional Engineers
- Leadership P.E.
- American Society of Civil Engineers

### INDUSTRY TENURE

17 Years



## SECTION 3 | FIRM BACKGROUND & CHARACTER

### FIRM OVERVIEW

HDR is an engineering, planning, and consulting firm that excels at helping clients manage complex projects and making sound decisions. HDR's operating philosophy is to be an **expertise-driven firm that delivers tailored solutions through a strong local presence**. Our ability to draw upon company-wide resources and expertise is a great strength in meeting and exceeding your expectations.

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 96th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Sewer/Wastewater Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

HDR STANDS BY OUR WORK – THE SATISFACTION OF OUR CLIENTS DEFINES OUR SUCCESS. Our past performance has been outstanding based on quality indicators such as client testimonials and our history of compliance with delivery schedule, cost control, and quality of work – as evidenced by our 85 percent repeat customer base.

Today, HDR employs approximately 8,600 professional and support staff in 210 offices worldwide, including approximately 150 professionals and support staff in our Kentucky, Ohio, and Tennessee offices. Our regional offices provide our clients a full range of services including wastewater, water, and transportation planning, design, and construction services.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.



Ranked **No. 11** among  
Engineering News-  
Record's (ENR) 2013 "**Top  
500 Design Firms**"

Ranked **No. 6** among  
ENR's 2013 "**Top 20  
Sewer & Waste**"

Ranked **No. 12** among  
Engineering News-Record's  
2013 "**Top 25 in Sanitary  
& Storm Sewers**"

Ranked **No. 35** among  
ENR's 2013 "**Top 100  
Green Design Firms**"



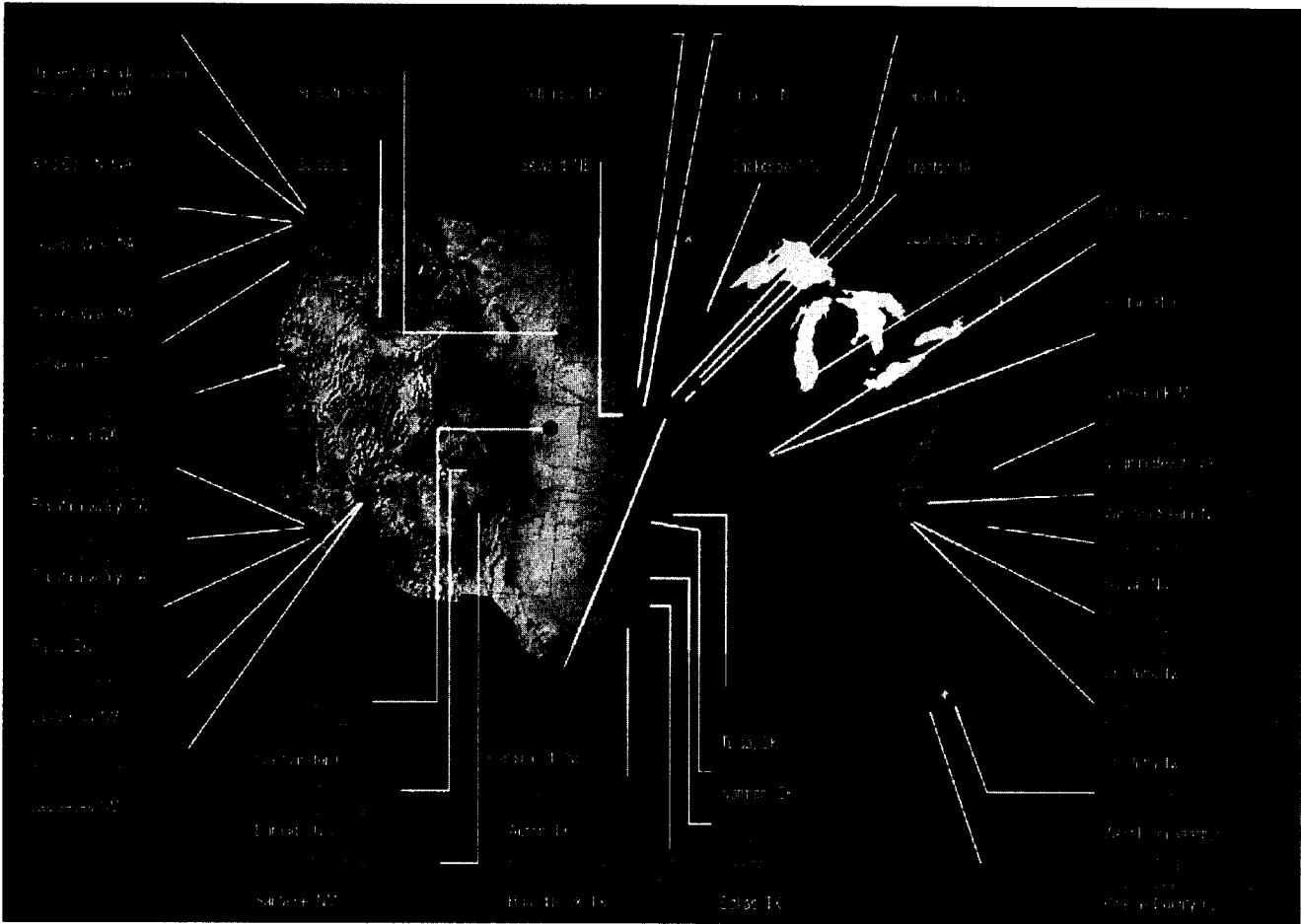


Figure 4-1 HDR'S REPRESENTATIVE NATIONWIDE BIO-SOLIDS EXPERIENCE

## SECTION 4 | PAST PERFORMANCE ON SIMILAR PROJECTS

### PAST PERFORMANCE

Our past performance on over 20 LFUCG wastewater projects is presented in Section 1. The following table presents a summary of our performance on representative solids processing designs. In accordance with the Request for Proposals, three similar project descriptions are included on the subsequent pages of this section.

Client   WWTP	Capacity (MGD)	Construction Cost	Services		
			Design/Bid/CM <sup>1</sup>	Solids Processing Design	On-Schedule, Within Budget
1. Louisville MSD   Morris Forman <sup>2</sup>	105.0	\$110,000,000	●	●	●
2. Louisville MSD   Derek R. Guthrie	30.0	\$26,300,000	●	●	●
3. Louisville MSD   West County <sup>2</sup>	23.0	\$6,520,000	●	●	●
4. Butler County, OH	16.0	\$12,566,000	●	●	●
5. Owensboro, KY/RWRA   West	15.0	\$13,016,000	●	●	●
6. Findlay, OH	15.0	\$17,160,000	●	●	●
7. Elizabethtown, KY (Phases I & II)	13.0	\$28,542,000	●	●	●
8. Delaware, OH	10.0	\$27,764,000	●	●	●
9. Charlotte, NC   McAlpin	64.0	\$23,000,000	●	●	●
10. Winston-Salem, NC   Elledge	30.0	\$70,000,000	●	●	●
11. Norfolk, VA   Atlantic	54.0	\$164,000,000	●	●	●
12. Norfolk, VA   Army Base	36.0	\$125,000,000	●	●	●

Notes: <sup>1</sup>CM=Construction Management

<sup>2</sup>In conjunction with CH2M HILL

## 01 | Fort Meade Wastewater Design/Build Solids Processing

Bowen Engineering (Contractor) & American Water, Fort Meade, MD



### CLIENT REFERENCE

Jameson Pearson  
Bowen Engineering  
(317) 576-8716  
jameson@bowenengineering.com

### SERVICES PROVIDED

- Planning
- Design
- Regulatory/Permitting
- Bidding
- Construction Services

### DATE OF SERVICE

- 2010 - 2013

### CONSTRUCTION COST

- \$55 Million

Fort George G. Meade (FGGM) is a permanent US Army installation located 24 miles northeast of Washington, D.C. The installation encompasses approximately 5,415 acres and is served by both water treatment/distribution and wastewater collection/treatment facilities. The American Water/Bowen Engineering/HDR team was selected to provide design/build/own/operate services for the water and wastewater systems. HDR prepared studies and design related to the capital improvements of Water Treatment, and Wastewater Treatment Plant, and Collection Systems for FGGM as outlined below. HDR prepared design and construction documents including plans, specifications, cost estimates, design analyses, and construction services. The \$55 million capital improvements were constructed over a three-year period.

### SOLIDS DEWATERING

The FGGM wastewater project included an evaluation of options for solids dewatering with a detailed review to determine the best alternative. The project was performed in HDR's Lexington office. **Process alternatives included centrifuges, belt filter press, screw press, and rotary fan press.**

Cost-effectiveness, performance, reliability, and operatbility were considered by the owner and HDR in the evaluation to insure the optimum decision was achieved. **The selected alternative for FGGM was a screw press, due primarily to a lower annual electrical cost. Other benefits associated with a screw press were relatively high dewatered solids content, dependable process based on over 20 years of installations, minimum water usage, and containment of odors.** The installation included:

- Screw press to dewater co-settled waste activated sludge (WAS) and primary sludge for further stabilization (sized to dewater 7,000 pounds per day of solids at 2% concentration; 42,000 gallons per day (start-up flow significantly less); solids to be 65% primary; 35% WAS; polymer added to enhance flocculation; and, designed to operate 48 hours per week).
- Indirect dryer system to stabilize dewatered sludge into 90% solids product to meet Class A biosolids criteria.

### OTHER WWTP COMPONENTS

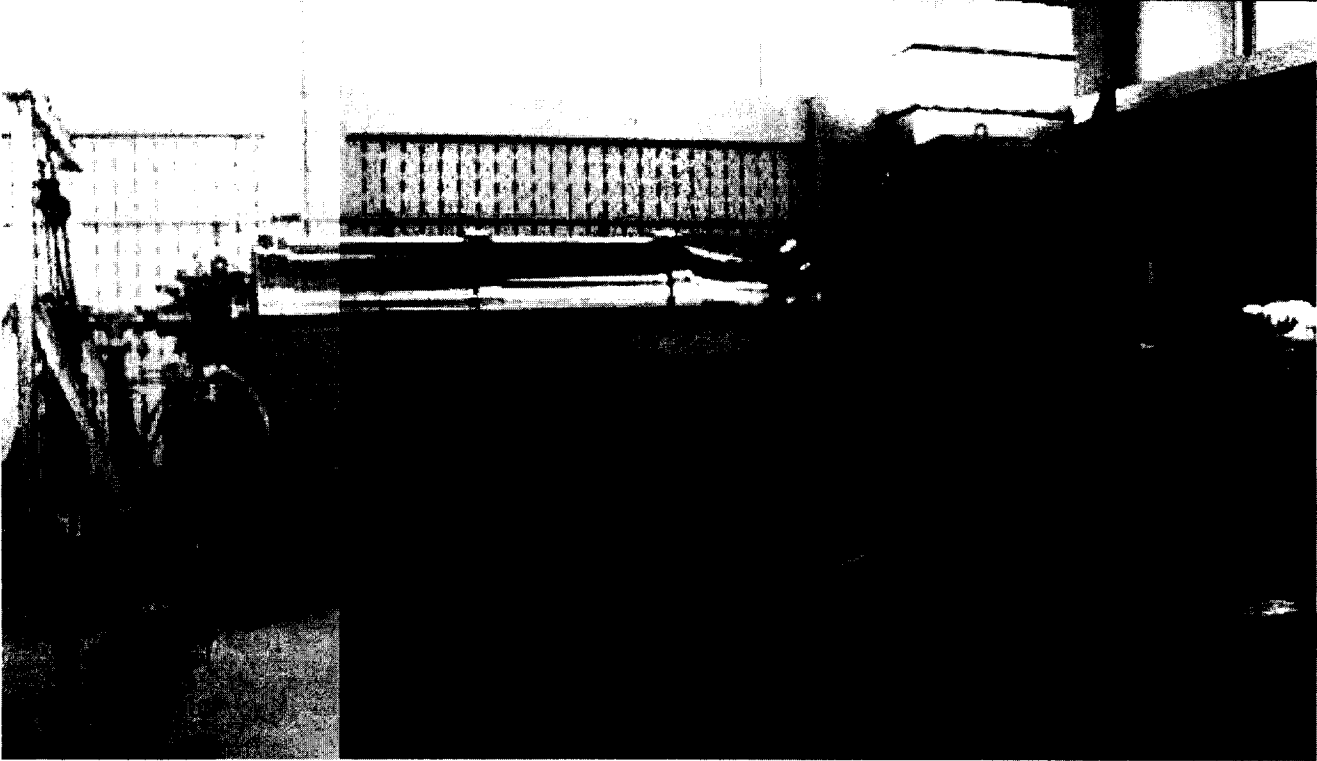
- New fine screens system to improve debris removal upstream of other plant processes
- Retrofit/upgrade the existing activated sludge system by converting to 5 stage Bardenpho process. The biological nutrient removal system will significantly lower chemical use at the plant while meeting the low 4 mg/L total nitrogen and 0.3 mg/L total phosphorus limits.
- Rehabilitation/upgrade of the existing effluent polishing filters
- Installation of new ultraviolet disinfection facility to replace gaseous chlorine and sulfur dioxide
- Major upgrades to the electrical system throughout the WWTP
- Installation of a plant-wide Distributed Control System



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## 02 | Solids Processing Improvements

Passaic Valley Sewerage Commissioners (PVSC), Newark, NJ



### CLIENT REFERENCE

Mike Urbanski  
Passaic Valley Sewerage  
Commissioners  
(973) 466-2845  
murbanski@pvsc.nj.gov

### SERVICES PROVIDED

- Planning
- Design
- Regulatory/Permitting
- Bidding
- Construction Services

### DATE OF SERVICE

- 2011 - 2013

### CONSTRUCTION COST

- \$13 Million

HDR was responsible for implementing a sampling plan; performing engineering analysis, including mass balances; to evaluate the performance of the facility's 12 100-foot diameter gravity thickeners; and, optimizing the thickener system performance. PVSC's 10+ MGD solids stream includes mixed primary solids (PSL), waste-activated solids (WAS), merchant sludge, and septage. PVSC's solids handling system includes gravity thickeners, three thickening **centrifuges**, and the Zimpro process.



PVSC observes low percentage solids in the gravity thickener underflow during warm weather months, requiring operation of the spare third thickening centrifuge. Gravity thickener testing involved separating PSL/merchant sludge from the WAS to determine impact on the thickener performance and underflow concentration. Mass balances based on plant performance data and test results were constructed to determine centrifuge loading. . In addition, the entire three stage sludge handling process was reviewed to determine key operational and process changes to coordinate operations and improve process performance.

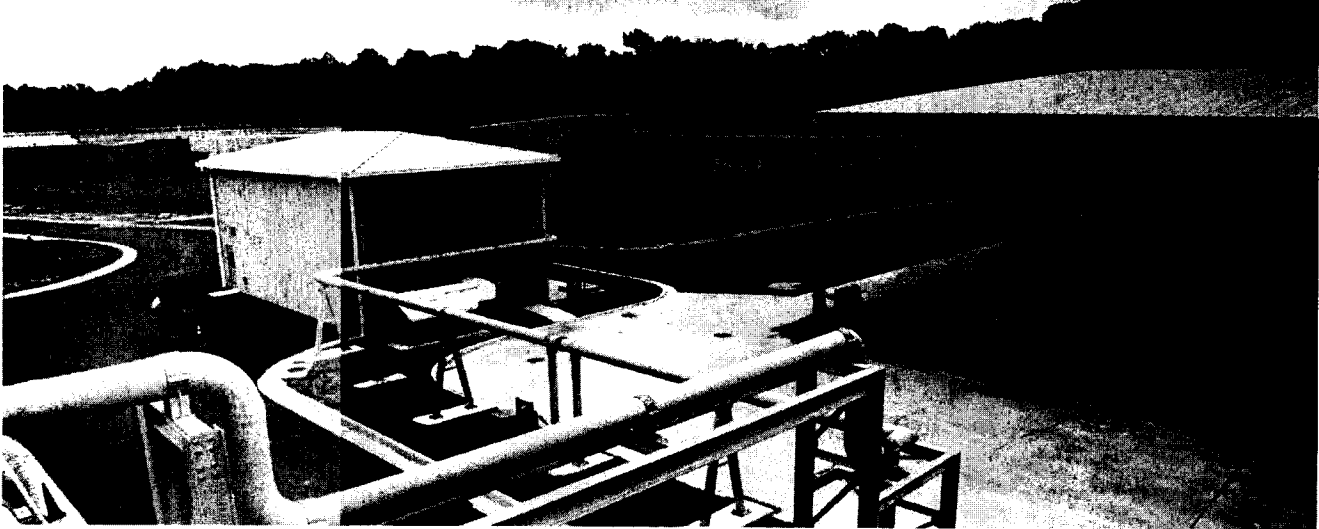
A summary report was prepared detailing findings of the thickener testing and recommendations to improve overall process performance. These recommendations included **addition of a fourth 1,200 GPM thickening centrifuge** to provide the required capacity with one unit out of service and conversion of one spare gravity thickener to a sludge storage tank to allow optimization of the Zimpro process. Other upgrades include design of new mechanical screens on the thickener influent (6 MGD capacity) and replacement of numerous pumps, flow meters, and control valves. A new **odor control system**, consisting of a primary bioscrubber and two redundant chemical scrubbers, is also being provided. HDR prepared contract drawings, specifications, and an opinion of probable cost for these upgrades to the 10+ MGD solid handling process. We are currently providing DSDC services for the upgrades, including response to RFIs, preparation of change orders for NJDEP approval, shop drawing review and approval, witness testing of VFDs, and review of contractor payment requests. HDR runs the monthly progress meetings with the contractor and works with PVSC's RPR to monitor construction progress.



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## 03 | Atlantic Treatment Plant Solids Processing Improvements

Hampton Roads Sanitation District, Virginia Beach, VA



### CLIENT REFERENCE

Bruce Husselbee, P.E.  
Hampton Roads Sanitation  
District  
(757) 460,7012  
bhusselbee@hrsd.com

### SERVICES PROVIDED

- Planning
- Design
- Regulatory/Permitting
- Bidding
- Construction Services

### DATE OF SERVICE

- 2007 - 2013

### CONSTRUCTION COST

- \$164 Million

Hampton Roads Sanitation District (HRSD) selected HDR to provide engineering services for the \$164 million expansion of the 36 MGD Atlantic Treatment Plant (ATP) to 54 MGD capacity. As part of the preliminary design phase, HDR evaluated concepts that would provide lowest life-cycle costs and improved service. Increasing the efficiency of the solids handling system was a priority.

The ATP employed a labor intensive dewatered cake handling system. Working with HRSD, HDR relocated the **centrifuges** to a new building adjacent to the cake storage pad. This eliminated the cake hauling operation, saving HRSD more than \$250,000 in annual operation and maintenance costs. The new gravity belt thickeners were installed where the centrifuges were located, avoiding the need to construct a new thickening building.

HDR developed design plans to convert the existing digesters into a two-stage acid-gas digestion system. By employing this digestion process, the ATP increases volatile solids reduction by 10 percent, saving HRSD more than \$200,000 annually in land application and dewatering chemical costs.

The solids handling facilities designed as part of the plant expansion include the following:

- **New centrifuge dewatering building.**
- Four 3-m gravity belt thickeners for WAS thickening.
- One 0.3 MG acid-phase digester.
- Conversion of six existing primary and secondary digesters to gas-phase digesters which will generate more and better quality biogas.
- Conversion of existing thickened biosolids storage tank to digested biosolids storage tank.
- New dewatered cake storage pad.
- Distributed control/conveyor system using Emerson Process Ovation.

Construction of a new combined heat and power (CHP) system to capture and clean the digester biogas was completed in 2012. The biogas is split between new internal combustion engine generators for power production and heat recovery and the existing boilers for digester and building heating. The energy cost savings for the digester gas CHP system is \$245,000 per year.

Based on design flow and estimated gas production, the installation includes 2.4 MW of generation capacity with three digester gas-rated 800 kW generators and is estimated to supply more than half of the plant's power demand, generating 13 million kWh/year of clean, renewable energy. HDR assisted HRSD in obtaining state funding in the form of low interest loans with principal forgiveness to help offset initial capital cost for implementation.



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## SECTION 5 | PROJECT FAMILIARITY, APPROACH & SCHEDULE

HDR Recognizes the Importance of Customizing & Implementing a Strong Project Management Approach; one that leads to a strong sense of teamwork among those involved in the project and the ability to recognize and characterize problems and establish baselines and measurement procedures to correct any problems.



### PROJECT OBJECTIVES

We have made every effort to obtain a clear understanding of the Lexington-Fayette Urban County Government's (LFUCG) needs associated with the "Town Branch Wastewater Treatment Plant (TBWWTP) Solids Processing Improvements Project". This knowledge was gained through past discussions with staff, past work with LFUCG, and review of available information. The HDR team is committed to working with LFUCG to achieve the following objectives:

- Maintain effective communication with LFUCG staff and include your involvement in all key decisions.
- Optimize use of the existing building area.
- Provide a cost-effective solids handling process.
- Provide for operational flexibility and future growth.
- Coordinate with KDOW for design review and approval.
- Expedite permitting approval processes.
- Complete the project on schedule and within budget.

### PROJECT MANAGEMENT APPROACH

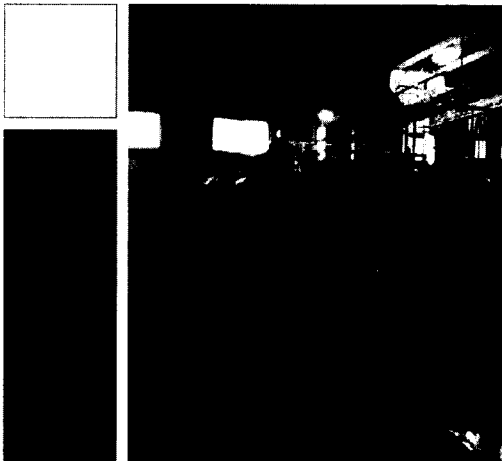
Jerry McClary, who has an excellent understanding of the design and operation of solids handling facilities, will serve as your Project Manager. Jerry has a long history of working successfully on LFUCG projects. One of the keys to this success is his responsiveness and communication with LFUCG staff. He will be supported with senior level experienced technical staff. The first step is to meet with LFUCG to discuss project expectations and establish channels of communication. As in the past, Jerry will use a team approach where open discussion will lead the direction for design and decision making. The goal is to provide options for your consideration that will facilitate an efficient and effective decision for the design configuration. We will support all recommendations with calculations, documentation, and design of similar facilities. We are always open to questions and discussions and understand the importance of active client participation as a part of the design team.

### PROJECT UNDERSTANDING

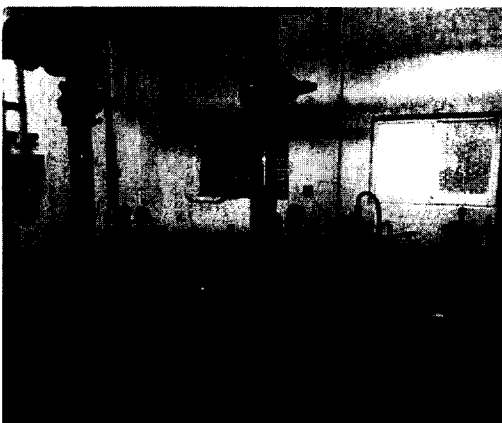
The purpose of the "TBWWTP Solids Processing Improvements Project" is to upgrade the sludge dewatering facilities and associated process equipment. Related improvements include polymer storage/feed, covered sludge conveyors, motor control center (MCC), and potentially odor control facilities.

More effective sludge dewatering will be achieved through the use of new equipment and current technology to produce a thicker final solids cake, thus reducing disposal costs. The existing sludge dewatering





Our Project Manager & Team Structure Provide You With Strong Technical Expertise & Superb Project Management. Time and again, we accomplish projects through clear local leadership and a motivated team of highly skilled people. Short lines of reporting assure accountability and resource commitment. These are the keys to completing this project.



facility includes four 2.5 meter Belt Filter Presses (BFP) that have been in use approximately 20 years. The current polymer facility is capable of using either dry or emulsified polymer, but the operators prefer to use the dry polymer. After the dry polymer is mixed with water, it is pumped to the Solids Building second floor and stored in "day" tanks. From there it is pumped to the BFPs. Use of the dry polymer is labor intensive since the dry chemical feeders must be manually loaded.

Waste activated sludge (WAS) is pumped from the final clarifiers to the primary clarifiers where it is mixed with waste primary sludge. After mixing, the combined sludge is pumped to gravity thickeners to concentrate the solids. The thickened sludge is then pumped to the primary anaerobic digesters where the sludge stabilized. The primary anaerobic sludge is then pumped to the secondary digesters for storage before it is pumped with rotary lobe pumps to the BFPs. With the assistance of polymer, the BFPs achieve a solids concentration of 16 to 18%. The dewatered sludge is then hauled to the Grant County Landfill for disposal.

## DEWATERING TECHNOLOGY SELECTION

There are several technologies available for consideration. Each technology offers pros and cons for accomplishing the desired project result. During the last five years, the TBWWTP staff evaluated viable technologies and selected centrifuges and screw presses for further consideration. Since sludges have different characteristics, TBWWTP operators wisely conducted on-site dewatering pilot studies using TBWWTP sludge. During this evaluation period, Jerry McClary monitored each pilot study and reviewed the results. He observed the use of centrifuges, fan presses, screw presses, and sludge dryers. Jerry has been actively involved during the pilot studies and provided suggestions for evaluation criteria.

Consideration of alternatives should include potential future KPDES requirements that may include a phosphorus pollutant limit. While biological phosphorus treatment, combined with chemical precipitation, normally increases the quantity of waste sludge for disposal, there is also potential for a reduction of solids cake concentration due to the combination of biological phosphorus treatment with anaerobic digestion and high speed dewatering. HDR will evaluate dewatering equipment based on both current conditions/requirements and potential future phosphorus considerations.

When evaluating centrifuges and screw presses, we suggest that the evaluations be separated into two categories: cost and non-monetary. Cost considerations should include capital, operation, maintenance and disposal costs. Suggested non-monetary factors include:

- Ease of Operation
- Maintenance Complexity
- Operation Cleanliness
- Equipment Flexibility
- Odor Generation Potential
- Dewatered Sludge Cake Dryness
- Dewatering Equipment Capture Rate
- Reliability

These factors can be modified to meet your needs. We will work with staff to develop a rating sheet for staff and HDR to rate the different technologies (e.g., a sample centrifuge rating sheet was provided to LFUCG when you initiated the dewatering pilot studies).

Regular involvement and input from the TBWWTP staff is essential to selecting the optimum dewatering equipment. Jerry has used this approach on all previous LFUCG projects where he served as Project Manager. A recent example is the new dewatered sludge conveyor project where he met with LFUCG operations,

maintenance, and engineering staff on a regular basis to discuss their concerns and needs. Efforts were made to address each discipline's concerns to ensure the desired operational flexibility and maintenance access were effectively provided.

A potential cost savings and coordination procedure that we recommend considering is the pre-selection of dewatering equipment with negotiations on the equipment price. Several manufacturers provide screw presses and centrifuges, but each brand of dewatering equipment has different physical dimensions and configurations. Pre-selection allows better coordination between the desired dewatering unit and supporting equipment. This is a procedure that HDR has used and achieved excellent results.

After the type of dewatering equipment is selected, additional consideration will be given to the best equipment manufacturer. Several manufacturers offer varieties of screw presses and centrifuges. We will provide a rating sheet for the equipment which details the significant components for consideration. This approach was used for a recent Sanitation District No. 1 centrifuge project, which resulted in selecting equipment that is performing both effectively and efficiently.

## POLYMER STORAGE & FEED EQUIPMENT SELECTION

Determining the most cost-effective polymer system and dosage are very important since these two items represent large cost components for the overall solids dewatering process. The polymer facility will be evaluated for capital cost, efficiency / ease of operation, and disposal cost which is impacted by the equipment location and associated handling of the sludge cake. The existing system utilizes dry polymer with storage and mixing in the main level of the Solids Building, with additional storage and pumping on the second level. Normally dry polymer has a lower purchase price than "neat" polymer, but the use of dry polymer is labor intensive which can offset purchase price savings.

When selecting and designing a polymer system, we will consider the following factors: maximizing the percent of active polymer, achieving a consistent solution, and ensuring efficient mixing of the polymer with the waste sludge. We will work with the staff in the consideration of the following:

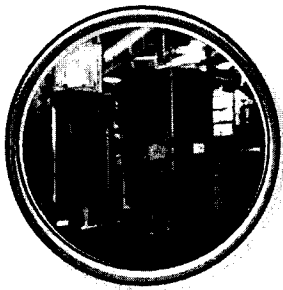
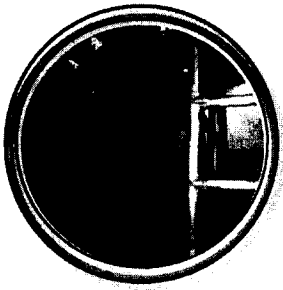
- Cost per pound of active polymer vs. the estimated sludge cake percent solids.
- Required polymer storage/feed system spatial requirements within the existing building.
- Handling, safety, and clean-up issues.
- General polymer storage.
- Means of maximizing activation and mixing.

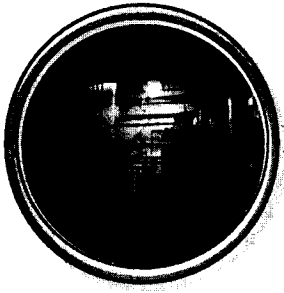
## NUMBER OF EQUIPMENT UNITS & SIZE

There are differences among screw presses and centrifuges based on the respective manufacturers. The more popular screw presses are manufactured by Fuhoku Kogyo Company, Ltd. (FKC) and Huber CDS Technology. The FKC screw press, while effective, requires more floor space than a screw press manufactured by Huber CDS Technology. Also in comparison, each centrifuge manufacturer offers differences including required floor space, type of drive system, and clearance required for scrowl removal. Other important differences include motor horsepower requirements and protection features for the scrowl. Installation of a grinder prior to the dewatering equipment input will be considered. This is more relevant to a centrifuge installation due to the rotational high rpms and the potential damage from large-diameter solids particles.

Based on the TBWWTP pilot studies including sludge feed rates and sludge cake concentrations, potentially more screw presses are required to match the feed-put of a centrifuge. We have compared these processes on other projects and believe our findings would add value to this project. A short term pilot study may not adequately address LFUCG's long-term goals when a definitive answer is needed.

An additional factor influencing the number of dewatering units is the planned operation time for the equipment. Different utilities, based on plant staffing, work shifts, and/or availability for cake hauling, may decide to dewater higher volumes during shorter operation periods while others may decide to staff



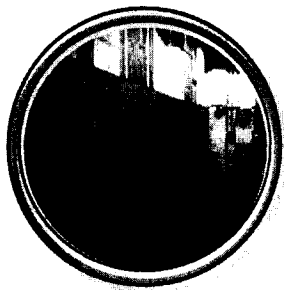


the operation for longer periods, thus reducing equipment capacity. Our local Class IV operators can offer assistance in developing the best Standard Operations Plan for LFUCG.

This project will replace two of the four BFPs with either screw presses or centrifuges. Careful consideration will be given to fit the new equipment into the existing floor space and while allowing the equipment to be easily operated and maintained. Jerry successfully performed similar designs for South Dearborn Regional Sewer District and Sanitation District No.1. HDR's national solids processing expert, Larry Hentz, will serve as Technical Advisor on this project to insure we achieve the optimum design for LFUCG.

**Examples of HDR's experience designing screw presses and centrifuges are provided in Section 4.** Our approach to developing equipment layouts will be based on:

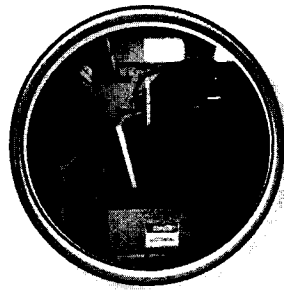
- Impacts to existing Piping
- Structural Vibration Impacts of the Equipment ( centrifuges normally spin at 3,200 – 3,600 rpms)
- Electrical Impacts
- Solids Conveyance
- Odor Control/ Ventilation
- Construction Implementation and Sequencing



## ODOR CONTROL

The existing BFP dewatering facility has used various forms of odor control from a chemical scrubber to a Bentax ion exchange unit. The current dewatering process utilizing BFPs is an open air system where wet sludge is discharged onto the top BFP belt. This sludge discharge creates agitation which releases hydrogen sulfide resulting in both odors and corrosion. An advantage to both the screw press and centrifuge is that they are enclosed units that can prevent a hydrogen sulfide release to the ambient air. It is common to contain the odorous air and release it through a vertical duct above a building roof line. The contained air can be routed to an odor scrubber, similar to the approach at the Sanitation District No.1's Dry Creek WWTP. When using piping to a scrubber, special care should be taken not to design a system that would pressurize the dewatering equipment. Areas that should be addressed are the sludge cake drop chutes and centrate discharge.

The operation and maintenance of an odor control system can be costly. Therefore, an efficient air handling system that reduces the volume of odorous air to be treated and efficiently moves it to the odor control intake is recommended. Jerry was Project Manager for a West Hickman Creek WWTP project where the HVAC was improved during a Phase 1 project; and, bids have been received for an odor control scrubber (Phase 2). The evaluation of the previous air handling system determined a very low capacity system with an ineffective air intake and control system. The ineffectiveness of the system was illustrated in high corrosion of the electrical controls.



## MOTOR CONTROL CENTER

The choice between screw presses and centrifuges will have a profound effect on the electrical system. Centrifuges require large horsepower motors given the required high rate of spin (3,200 - 3,600 rpm). Centrifuges incorporate a high horsepower drive motor and a lower horsepower back drive motor. Screw presses operate at a substantially slower speed and require less operating horsepower.

It is our understanding that the existing Motor Control Center (MCC) is old, experiencing problems, and will be replaced as part of this project. The new MCC capacity and components will be carefully coordinated with TBWWTP staff and will address the potential for future additional sludge dewatering equipment.

## SLUDGE CONVEYANCE

The existing sludge feed to the BFPs utilizes rotary lobe pumps and TBWWTP staff are pleased with their operation. During design we will evaluate the capacity of the existing pumps and verify the sludge feed capability is properly sized. Every effort will be made to reuse the existing pumps which, based on our current knowledge, we believe is possible.

A second application for sludge conveyance is the handling of the dewatered sludge cake. A new double trough sludge conveyor system was recently installed. The new dewatering equipment design will be coordinated with the new shaftless screw conveyors. Jerry was Project Manager for the design of the new conveyor system and worked closely with the TBWWTP staff to provide an installation that addressed all their needs.

The sludge conveyor system for this project runs from the cake discharge to the new shaftless system. This new system must provide flexibility to transport dewatered sludge in either direction, with consideration given to the rated capacity of the new conveyor system. The connection point was planned in the design of the new shaftless system with primarily the type of conveyance to be determined.

## INSTRUMENTATION & CONTROLS

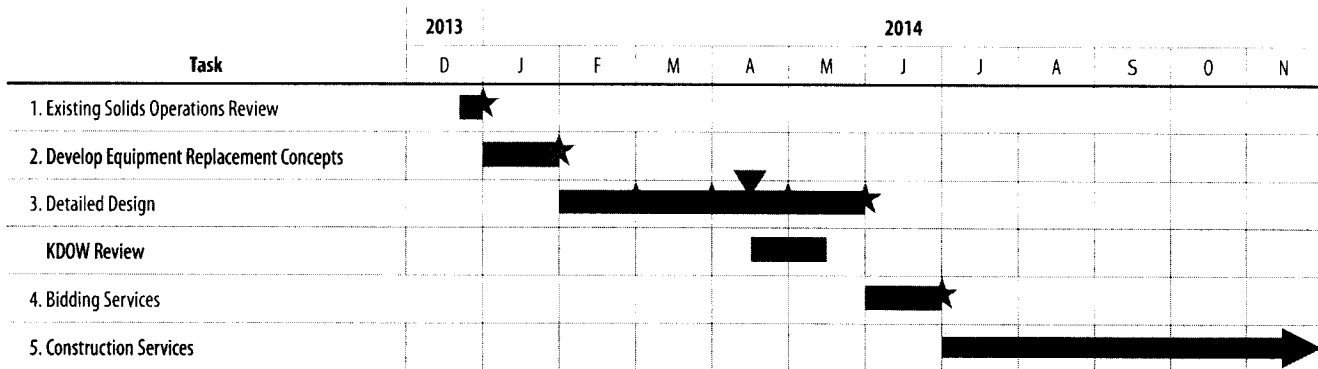
Sludge feed pumps, dewatering equipment, polymer feed, and sludge conveyors will provide a more reliable system and make more efficient use of manpower. Jerry and his design team have designed total systems that can be operated individually with respective controls or completely integrated at a local master control panel where one control button places the total system in a timed start-up and operation. Larry Anderson, electrical engineer, will evaluate and recommend control features for LFUCG's consideration. Today's use of SCADA systems, such as the new system being installed at the TBWWTP, allows the opportunity to remotely monitor the systems.

## STANDARD OPERATING PROCEDURES & FLEXIBILITY

We approach design projects with consideration on how the system will be operated. The ability to make adjustments and ease of access to components are high priorities during design. We have several Class IV wastewater operators on our Lexington staff. They will be involved in the design to assist the TBWWTP staff during design to ensure maximum operating flexibility is incorporated into the design. The project will receive an operations review and a plan of operations will be developed. Hands-on operator training can be provided if desired.

## PROJECT SCHEDULE

Our proposed project schedule, which is in compliance with LFUCG's schedule, is presented below.



★ = Technical Review Committee Meetings

▼ = 80% Design Review

SECTION 6 | LOCAL EMPLOYMENT

**WORKFORCE ANALYSIS FORM**

Name of Organization: HDR Engineering, Inc./Kentucky Department

Date: 11/2/2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators and Managers	18	16	2							16	2
Professionals	72	63	8			1				63	9
Superintendents											
Supervisors											
Foreman											
Technicians*	25	22	1			2				24	1
Protected Service											
Para-Professionals											
Office/Clerical	7		6				1				7
Skilled Craft											
Service/Maintenance											
<b>Total</b>	<b>122</b>	<b>101</b>	<b>17</b>			<b>2</b>	<b>2</b>			<b>103</b>	<b>19</b>

\*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

# SECTION 7 | ESTIMATED COST OF SERVICES

Task/Subtask		SCHEDULE <sup>2</sup>												
		2013					2014							
HOURS / FEE		D	J	F	M	A	M	J	J	A	S	O	N	D
		Hours <sup>1</sup>	Lump Sum Fee <sup>1</sup>											
1	<b>Existing Solids Operations Review</b>	51	\$9,108											
	<ul style="list-style-type: none"> <li>Interview TBWWTP O&amp;M Staff</li> <li>Review Existing Belt Filter Press SOPs</li> <li>Collect Data</li> </ul>	Subtotal Labor Hours	Subtotal Fee											
2	<b>Develop Equipment Replacement Concepts</b>	374	\$52,452											
	<ul style="list-style-type: none"> <li>Prepare Conceptual Layout/Design Calcs</li> <li>Conduct 20-yr Life Cycle/Present Worth Analysis</li> <li>Prepare Preliminary Cost Estimates</li> <li>Meet with TBWWTP Management Staff</li> </ul>	Subtotal Labor Hours	Subtotal Fee											
3	<b>Detailed Design</b>	521	\$83,452											
	<ul style="list-style-type: none"> <li>Conduct 25%-50%-90% Progress Meetings</li> <li>Prepare/Present Structural Eval Design Calcs</li> <li>Provide Detailed Cost Estimates</li> </ul>	Subtotal Labor Hours	Subtotal Fee											
4	<b>Bidding Services</b>	117	\$15,236											
	<ul style="list-style-type: none"> <li>Prepare Final Plans/Specs</li> <li>Submit Plans/Specs/Permit Apps to KDOOW</li> <li>Conduct/Prepare Pre-bid/Attend/Bid Eval &amp; Recommendation</li> </ul>	Subtotal Labor Hours	Subtotal Fee											
5	<b>Construction Services</b>	344	\$43,764											
	<ul style="list-style-type: none"> <li>Review/Approve Shop Drawings</li> <li>Evaluate/Recommend Change Orders</li> <li>Conduct Monthly Progress Meetings</li> <li>Conduct Weekly Inspections</li> <li>Conduct/Prepare Final Inspection/Purchlist</li> <li>Prepare/Submit AS-built Drawings</li> </ul>	Subtotal Labor Hours	Subtotal Fee											
<b>Total Labor Hours</b>		<b>1,407</b>	<b>\$204,012</b>											
<b>Total Lump Sum Fee</b>			<b>\$204,012</b>											

- Notes:**
- Includes subcontractors with Integrated Engineering (DBE) at \$21,000 (10.3%)
  - See Page 5-5 for detailed schedule
- ★ 80% design complete



TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013

APPENDIX A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Charles R. Scroggin and he/she is the individual submitting the proposal or is the authorized representative of HDR Engineering, 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.

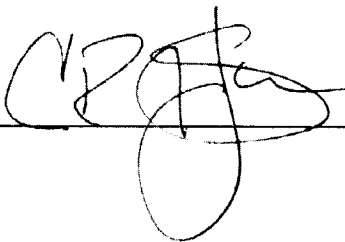
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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."

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


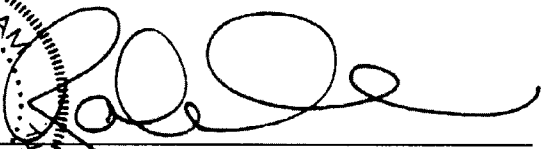
Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Charles R. Scroggin on this the 8th day of November, 2013.

My Commission expires: 10/16/2016

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



## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

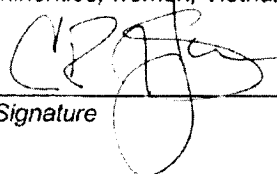
\*\*\*\*\*

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

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

### Bidders

*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

**HDR ENGINEERING, INC.**  
\_\_\_\_\_  
Name of Business





## Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive  
Omaha, NE 68114-4049

Phone (402) 399-1000  
Human Resources Fax (402) 548-5002  
<http://hr.intranet.hdr/>

09.05.04

**HDR Engineering, Inc.**  
**Affirmative Action Plan**

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

**Employee Referral Program** - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

**Tuition Reimbursement** - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

**Job Posting** - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

**Performance Appraisal and Development Program** - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

**HDR Engineering, Inc.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2013

6/1/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : St. Paul Fire and Marine Insurance Company		24767
INSURER C : Sentinel Insurance Company, Ltd.		11000
INSURER D : Zurich American Insurance Company		16535
INSURER E :		
INSURER F :		

INSURED  
1014392 HDR ENGINEERING, INC.  
8404 INDIAN HILLS DRIVE  
OMAHA, NE 68114-4049

COVERAGES HDRIN01 CERTIFICATE NUMBER: 12664175 REVISION NUMBER: XXXXXXXX

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	37CSEQU0950	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2013 6/1/2013 6/1/2013	6/1/2014 6/1/2014 6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	N	N	ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB)	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	91WBOH1000 (AOS) 91WBOH1760 (HI)	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCH & ENG PROFESSIONAL LIABILITY	N	N	EOC9260026-06	6/1/2013	6/1/2014	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: 32-2013 TBWWTP INVESTIGATION/DESIGN. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

## CERTIFICATE HOLDER

12664175  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ATTN: TODD SLATIN  
200 E. MAIN STREET  
LEXINGTON KY 40509

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

## 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, 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.

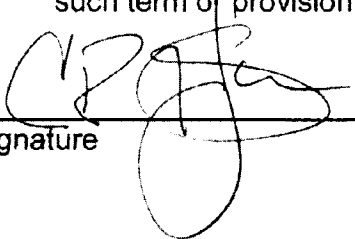
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according 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.

  
\_\_\_\_\_  
Signature

11/08/2013  
\_\_\_\_\_  
Date

# TOWN BRANCH WWTP SOLIDS PROCESSING IMPROVEMENTS RFP No. 32-2013

## Lexington-Fayette Urban County Government MBE/WBE Participation Form

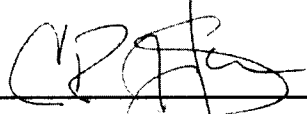
### 1) Identification of Participating MBE/WBEs

MBE/WBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
Integrated Engineering, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40511 859-368-0145	Conceptual & Detailed Design Support	\$21,000	10.3%

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

Date: November 08, 2013

By:   
Title: Sr. Vice President





**SIGN-IN SHEET**  
 Pre-Bid for RFP #32-2013 - Investigation / Design Services for Town Branch WWTP Solids Processing Improvements  
 October 29, 2013 @ 9:00 AM

Representative	Company Name	Phone#	Email Address
Giney Woodward	Stantec	859.422.3000	jreg, woodward@stantec.com
Joe Herman	stantec	859.422.3043	joe.herman@stantec.com
Charlie Schneider	Brandstetter Carroll	859.268.1933	cschneider@bcraep.com
JOHN MARTIN	GRW	859.223.3999	JMARTIN@GRWINC.COM
BOB SMALLWOOD	GRW	859.223.3999	BSMALLWOOD@GRWINC.COM
JERRY MCCRAY	HDR	859.330.1676	JERRY.MCCRAY@HDRINC.COM
TODD STEPHENS	HTA	859.873.3331	TODD@haresource.net
Michael Davis	Strand	859.225.8500	mike.davis@strand.com
John Larue	HDR	859-421-1684	john.larue@hdrinc.com
Tom Schaffa	Arsenault Samyer	859-321-3365	tschaffa@arsenaultsamyer.com
JOHN STEINMETZ	"	219-1126	JSTEINMETZ@ " " "
DAVID SCHRAPER	BELL ENGINEERING	859-278-5412	DSCHRAPER@HKBEL.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
TODD MINEHAERT	ARCADIS	578-744-8687	TODD.MINEHAERT@ARCADIS-US.COM
Mark McFarland	HTA	859.873.3331	MARK@HARESOURCE.NET
A. ASPACHER	ARCADIS	859-253-9036	allen.aspacher@arcadis-us.com
Camela Pedigo	Verizon Wireless	502-909-5140	Camela.Pedigo@verizonwireless.com





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: **32-2013**

Date: November 5, 2013

Subject: **Investigation / Design Services for Town Branch  
WWYP Solids Processing Improvements**

Please address inquiries to:  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

Questions	Answers
Section 4 Proposal Content of the LFUCG scope of work indicates that the proposal would include specific items along with page limits. Where would these items be placed / located in the selection criteria headings of the RFP Scoring Sheet? This assumes that the proposal would use the Selection Criteria/RFP Scoring Sheet as a proposal outline.	See attached REVISED Proposal Content for submittal information
Should we include in our design: a. Bridge crane b. Building improvements such as lighting, painting, windows, conduit replacement.	a. Include a review of the capacity of the existing crane vs what will be needed to handle the centrifuge parts. From that review we will decide how we need to proceed. b. Conduit replacement will be on an as needed basis.

The proposed timeline for completion of the Scope of Services (Section 5) has NOW been changed to read as follows:

Award Design Contract	Mid December 2013
Meeting to Review Final Design-80% completion	April 2014
Bid Opening	June 2014
Award of GC Contract	July 2014

#### 4. PROPOSAL CONTENT

The proposal should contain the following components and must be submitted in the following format:

- A. Cover Letter
- B. Specialized Experience of the person or firm (**3 pages maximum**) – 20 points
  - Provide an executive summary explaining why the firm should be selected to provide services for this project along with general information about the firm (and sub-consultants) related to their history and general qualifications specific to this project.
- C. Capacity of person or firm – Project Team (**2 pages + 1 page resumes maximum**) – 15 points
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical sub-consultant (as necessary). The organizational chart should clearly indicate the services to be provided by all Project Team Members. **Resumes for Project Team Member must be no more than "one-page" – Do not submit resumes for individuals contributing less than 10% of total man hours allocated).** This section shall also include a **Risk Management Plan** for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
- D. Character, integrity, reputation, and efficiency of the person or firm (**one page maximum**) – 15 points
- E. Past Performance (**four pages maximum**) – 15 points
  - Provide client name, contact person, contact phone number and email address, and identify by name three (3) similar projects completed for each client. Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost.
- F. Familiarity with details of Project (**5 pages maximum**) – 15 points
  - Provide detailed proposed Scope of Services with estimated schedule
- G. Degree of Local Employment (**one page maximum**) – 10 points
- H. Detailed Cost Estimate (**two pages maximum**) – 10 points
  - Proposal must show a dollar value for each task listed with a total at the bottom.

**EXHIBIT D**

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