

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of November 20 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and GRW Engineers, Inc. with offices located at 801 Corporate Drive, Lexington, KY 40503 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for Investigation/Design Services for West Hickman WWTP Solids Processing Improvements as described in the attached **EXHIBIT A, Scope of Engineering Services and Related Matters RFP # 33-2019** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the RMP Implementation Plan-WWTP Reliability Upgrade West Hickman WWTP-14 Belt Press Replacement obligations and deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### **1.1. General**

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

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

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

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP # 33-2019 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP # 33-2019).

5. **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**.

**1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 33-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 33-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of

any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

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

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

### **OWNER shall:**

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

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

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to

in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

- 4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
- 4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

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

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

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

**OWNER** shall pay **CONSULTANT** a lump sum amount not to exceed \$243,400.00. As defined in Exhibit C (\$218,580.00) plus Exhibit D (\$24,820.00).

#### **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 pursuant to Section 6.5 (**Disputes**).

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

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

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

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

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

### **6.5. Disputes**

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

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

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

**6.7. Security Clause**

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

**6.8. Access to Records**

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

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

**6.9.1. DEFINITIONS**

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

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

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

## 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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



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

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

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

**6.9.4. FINANCIAL RESPONSIBILITY**

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

**6.9.5. INSURANCE REQUIREMENTS**

**6.9.5.1. Required Insurance Coverage**

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

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

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

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

#### **6.9.5.2. Renewals**

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

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

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

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

**6.9.6. SAFETY AND LOSS CONTROL**

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

**6.9.7. DEFINITION OF DEFAULT**

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

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

OWNER:  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

CONSULTANT:  
GRL Engineers

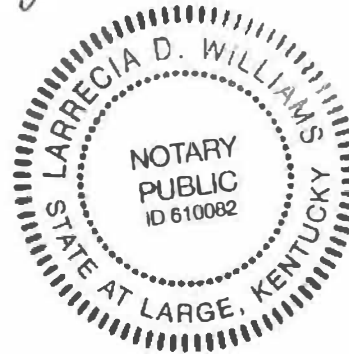
BY: Linda Gorton  
LINDA GORTON, MAYOR

BY: [Signature]

ATTEST:

[Signature]  
URBAN COUNTY COUNCIL CLERK, Deputy

COMMONWEALTH OF KENTUCKY )  
  )  
COUNTY OF FAYETTE                  )



The foregoing Agreement was subscribed, sworn to and acknowledged before me by Joseph Henry, as the duly authorized representative for and on behalf of GRU Engineers, on this the 14th day of October, 2019.

My commission expires: October 5, 2022  
[Signature]  
NOTARY PUBLIC

**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFP # 33-2019**

## **Investigation / Design Services for West Hickman 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 West Hickman 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, geotechnical, structural, mechanical, electrical engineering, and programming services as related to the Investigation / Design for West Hickman WWTP Solids Processing Improvements.

Per the Group One Sanitary Sewer System and WWTP Remedial Measures Plan, the intent of the West Hickman WWTP Solids Processing Improvements Project is to replace equipment that has surpassed its useful life therefore increasing reliability and lowering operating cost by improving efficiency. **Construction of the West Hickman WWTP Solids Processing Improvements Project must be complete by December 31, 2021.**

As stated in the *Group One Sanitary Sewer System and WWTP Remedial Measures Plan* in 2000, three belt filter presses (BFPs) were installed for dewatering of waste sludge. The BFPs have accumulated 18 years of use and are showing a lot of wear. Belts, bearings and rollers have been replaced when needed, but they are nearing the end of their service life. It is recommended to replace the BFPs with either new BFPs or centrifuges. LFUCG pays for sludge disposal based on the load and the use of centrifuges should provide a thicker sludge cake and reduce disposal costs.

The CONSULTANT will evaluate the existing solids processing facility, equipment, and solids flow stream. Recommendations for upgrading the dewatering equipment and related processing equipment will be expected from the CONSULTANT. The improvements will include, but are not limited to, replacement of the three (3) belt filter presses, replacement of the existing polymer feed system, odor control/air exchange evaluation and upgrade (if needed), new auger conveyors w/covers, and some control upgrades. All improvements shall show an improvement in efficiency and lower hauling cost.

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

#### **2. Scope of Work: Solids Processing Improvements**

The CONSULTANT will evaluate the existing solids treatment process from discharge of the sludge from the Aerated Sludge Holding Tanks to the discharge of the solids into the truck for hauling. The CONSULTANT will make recommendations for upgrading the dewatering equipment and related processing equipment. The improvements will include, but are not

limited to, replacement of the three (3) belt filter presses, replacement of the existing polymer feed system, odor control/air exchange evaluation and upgrade (if needed), new auger conveyors w/covers, and some control upgrades. All improvements shall show an improvement in efficiency and lower hauling cost.

The CONSULTANT will research solids processing technologies available for receiving the necessary capacity and type of sludge processed at West Hickman Wastewater Treatment Plant. The CONSULTANT will be responsible for evaluating the optimal technology based on efficiency and cost. The design will also include evaluation of the existing odor control/air exchange equipment for necessary upgrades if needed.

The CONSULTANT will also be responsible for all related electrical and mechanical design for equipment related to the project.

A. Task 1: Existing Solids Treatment Process Review

- (1) Interview West Hickman Wastewater Treatment Plant Operations and Management staff for input regarding the current process equipment control and functionality related to the existing Solids Treatment Process and related equipment and observe how the current equipment is operated and controlled. Sludge characteristics, polymer costs, and hauling details for 2017 and 2018 will be provided.
- (2) Collect any additional information needed about the Solids Treatment Process.
- (3) Collect any other supporting data needed for design decisions.
- (4) Observe the operations and controls in each area.

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

- (1) List and compare available technologies for sludge dewatering and conveyors. Meet with plant staff and engineering group to select 3 technologies to continue evaluation.
- (2) Prepare a conceptual layout for three (3) concepts evaluated along with design calculations.
- (3) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.
- (4) Prepare preliminary cost estimates and implementation schedules for all conceptual designs.
- (5) Present Preliminary Engineering Report to Treatment Plant Management Staff and Engineering Group for a review of all conceptual designs and receive guidance for progress towards the final design.



- (6) LFUCG will respond in writing to the preliminary Engineering Report, providing authorization for work under Task 3.
- (7) Preliminary Engineering Report will be finalized to document final decisions.

C. Task 3: Detailed Design

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

D. Task 4: Bidding Services

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

E. Task 5: Construction Administration Services

- (1) Track, review and approve all shop drawings.
- (2) Track change orders, review requests, recommendation comments, and prepare the paper work to be submitted to council.
- (3) Track and answer all Request for Information (RFIs)
- (4) Coordinate and lead monthly construction progress meetings.

- (5) Conduct construction inspections and submit weekly reports once construction begins. Please submit estimated hours per week, total hours included for inspections and the hourly rate with your detailed cost estimate
- (6) Take before and after photos of all stages of construction.
- (7) Review and approve contractor's monthly payment applications.
- (8) Attend and maintain test reports for all equipment start-up for the project.
- (9) Coordinate final inspection of completed work and prepare the final punch list.
- (10) Transfer field notes from the contractor's drawings and submit final as-built drawings to the owner.

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

### 3. Detailed Cost Estimates

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

### 4. Proposal Content

The proposal will contain the following components.

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

## 5. Schedule and Completion

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

### Solids Processing Improvements

Award Design Contract	September	2019
Meeting to Review Final Design – 90% Completion	March	2020
Bid Opening	May	2020
Award of GC Contract	June	2020

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

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

## 6. Method of Invoice and Payment

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

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

## 7. Miscellaneous

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

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

**Fee Schedule**

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

**Section 2**

**Scope of Work: Solids Processing Improvements**

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

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

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

Section 2 Total Cost:

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #33-2019

Date: August 12, 2019

Subject: West Hickman Improvements

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Attached is Sludge information for West Hickman.  
Prebid Sign in.**

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



## **West Hickman Wastewater Treatment Plant**

### **Sludge Characteristics**

West Hickman sludge going to belt presses is return activated with no primary sludge. It comes out of final clarifiers at .75 to 1.0 percent solids goes to thickeners and increases to 2.5 to 3.5 percent solids before being processed on 3 -2 meter belt presses.

West Hickman polymer cost for 2017 and 2018 was \$85,000 per year. Polymer cost will increase in 2019 because of new contract.

Attached is 2017 and 2018 Sludge to Landfill Yearly Hauling.

**Sludge Cake to Landfill - Yearly**  
**West Hickman Creek WWTP**  
**2018**

<b>Month</b>	<b>Total Number of Loads</b>	<b>Weight Wet Tons</b>	<b>Avg % Solids</b>	<b>Daily Avg Tons Hauled</b>	<b>Total Dry Tons</b>
<b>January</b>	69.00	1,462.09	14.86	70	217.22
<b>February</b>	66.00	1,288.64	15.34	64	197.68
<b>March</b>	80.00	1,596.42	15.02	73	239.84
<b>April</b>	86.00	1,705.22	15.39	81	262.38
<b>May</b>	89.00	1,624.11	15.71	74	255.15
<b>June</b>	79.00	1,568.41	15.54	75	243.78
<b>July</b>	80.00	1,252.38	15.00	60	187.90
<b>August</b>	83.00	1,607.11	15.48	70	248.83
<b>September</b>	72.00	1,227.80	14.22	65	174.55
<b>October</b>	86.00	1,617.04	14.74	70	238.41
<b>November</b>	76.00	1,425.67	15.06	68	214.66
<b>December</b>	65.00	984.24	15.31	49	150.72
<b>Total</b>	931.00	17359.13	181.68	817.87	2631.11
<b>Count</b>	12.00	12.00	12.00	12.00	12.00
<b>Avg</b>	77.58	1446.59	15.14	68.16	219.26



**Sludge Cake to Landfill - Yearly**  
**West Hickman Creek WWTP**  
**2017**

<b>Month</b>	<b>Total Number of Loads</b>	<b>Weight Wet Tons</b>	<b>Avg % Solids</b>	<b>Daily Avg Tons Hauled</b>	<b>Total Dry Tons</b>
<b>January</b>	95.00	2,040.16	16.71	93	340.98
<b>February</b>	85.00	1,495.34	16.04	75	239.90
<b>March</b>	92.00	1,327.98	15.62	58	207.39
<b>April</b>	81.00	1,531.68	15.38	77	235.57
<b>May</b>	99.00	1,440.29	15.13	63	217.92
<b>June</b>	86.00	1,093.96	15.10	50	165.19
<b>July</b>	78.00	871.86	15.61	42	136.10
<b>August</b>	95.00	1,384.44	15.16	60	209.88
<b>September</b>	79.00	1,307.90	15.13	62	197.89
<b>October</b>	82.00	1,428.33	15.29	65	218.34
<b>November</b>	81.00	1,365.01	14.63	68	199.66
<b>December</b>	83.00	1,570.23	14.80	79	232.45
<b>Total</b>	1036.00	16857.18	184.60	789.85	2601.25
<b>Count</b>	12.00	12.00	12.00	12.00	12.00
<b>Avg</b>	86.33	1404.77	15.38	65.82	216.77



**SIGN-IN SHEET**

**Pre-Proposal Meeting 33-2019 Engineering Design Services for West Hickman WWTP Solids Processing Building Improvements  
August 6, 2019 @ 11:00 AM**

<b>Representative</b>	<b>Company Name</b>	<b>DBE/MBE/WBE/ Veteran</b>	<b>Phone#</b>	<b>Email Address</b>
Brian Marcum	LFUCG		859-258-3320	brianm@lexingtonky.gov
Sherita Miller 	LFUCG		859-258-3323	smiller@lexingtonky.gov
Herb Lemaster	TT		859-223-9000	herb.lemaster@TateTech.com
Emily Epperson	Strand Associates		859-225-8500	emily.epperson@strand.com
KURT Zehnder	HAZEN and SAWYER		259.268.1265	kzeahnder@hazenandsawyer.com
Jim Worten	LFUCG - WestHickman		859-250-8650	jworten@lexington Ky.gov
Jim Pelton	Pelton Environmental		773-428-4499	JimPelton@PeltonEnv.com
Chris Hammer	AEGM		615.419.4769	chris.hammer@aegm.com
Joe Henry	GRW		859-223-3999	jhenry@grwinc.com
JOHN MARTIN	GRW		(859) 223-3999	JMARTIN@GRWINC.COM
Bob Smallwood	GRW		859-223-3999	bsmallwood@grwinc.com
Rick Bowyan	(SUCG-DEP)		859-425-2475	rbowyan@lexingtonky.gov
	LFUCG			
Tiffany Rank	LFUCG - DWQ		859-425-2406	tiffanyr@lexingtonky.gov

**SIGN-IN SHEET**

**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2019

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

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

<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No.): 502-244-1411 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Sentinel Insurance Company Ltd	11000	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:
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INSURER D: XL Specialty Insurance Company	37885													
INSURER E:														
INSURER F:														
<b>INSURED</b> GRW Engineers Inc. GRW Aerial Surveys, Inc. GRW of Kentucky PSC 801 Corporate Drive Lexington, KY 40503														

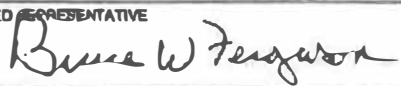
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/RT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	33UUN2B9755	03/01/2019	03/01/2020	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 - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	33UUN2B9755	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$10,000	X	X	33RH02B9558	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability		X	33WEIC7873	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		X	DPR9922461	03/01/2019	03/01/2020	Per Claim 5,000,000 Aggregate 5,000,000

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

L

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

**Proposal of Engineering Services**

**and**

**Related Matters**



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## PROPOSAL

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# Engineering Design Services West Hickman WWTP Solids Processing Building Improvements RFP #33-2019

Lexington-Fayette  
Urban County  
Government  
August 22, 2019



engineering | architecture | geospatial



engineering | architecture | geospatial

## Proposal

# Engineering Design Services for West Hickman WWTP Solids Processing Building Improvements

## Lexington-Fayette Urban County Government RFP #33-2019

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#### Cover Letter

<b>Section 1.0</b>	Familiarity & Scope/Fee (Detailed Cost Estimate)
<b>Section 2.0</b>	Estimated Schedule
<b>Section 3.0</b>	Project Team
<b>Section 4.0</b>	Five Similar Projects
<b>Section 5.0</b>	Specialized Experience/Technical Competence
<b>Section 6.0</b>	Capacity to Perform Work
<b>Section 7.0</b>	Past Record of Performance with LFUCG and Other Clients
<b>Section 8.0</b>	Degree of Local Employment
<b>Appendix:</b>	LFUCG Addenda, Forms & Required Documents

# COVER LETTER



**GRW** | engineering | architecture | geospatial  
801 Corporate Drive | Lexington, KY 40503  
859.223.3999 | [www.grwinc.com](http://www.grwinc.com)

August 21, 2019

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

**Subject: Engineering Design Services for West Hickman WWTP  
Solids Processing Building Improvements Project | RFP #33-2019**

Dear Mr. Slatin and Selection Committee Members:

Working with clients like the Lexington-Fayette Urban County Government (LFUCG) that have set important goals for meeting municipal utility system needs is the kind of consulting GRW has been proud to provide for more than 53 years. We appreciate the opportunity to respond to your Request for Proposals for the engineering design services needed at LFUCG's West Hickman Wastewater Treatment Plant.

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

- **LEADERSHIP.** Our water resources engineering team will be led by **Alan Bryan, PE**, who has diverse and extensive experience with solids processing. GRW's overall team – including **David Osborne, PE**, and **John Martin, PE**, and **Monty Maynard, PE, LEED AP BD+C** – is equally skilled to support him in their roles. Find their resumes in **Section 3.0**
- **UNDERSTANDING.** **Section 1.0** includes details about our understanding of the scope, proposed approach and includes a detailed cost estimate to your project. **Section 2.0** summarizes our proposed schedule.
- **EXPERIENCE.** Examples of five projects similar to your proposed project at West Hickman WWTP are included in **Sections 4.0**. A summary of our WWTP experience is included in **Section 5.0**.
- **FAMILIARITY with LFUCG.** GRW has been working with LFUCG for nearly 50 years. Our collaborations have resulted in dozens of successful wastewater system and other engineering projects. We are thoroughly familiar with your engineering and operations staff, and their requirements and expectations. See **Section 7.0**.
- **PROJECT TEAM.** Our team includes professionals with the specific expertise you require, and many who have worked together as a team on similar projects. Meet our team members and read their resumes in **Section 3.0**.

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

Very truly yours,

A handwritten signature in black ink that reads "Bob Smallwood". The signature is written in a cursive, flowing style.

Bob Smallwood, PE  
Vice President/Principal

859-223-3999, ext. 250 | [bsmallwood@grwinc.com](mailto:bsmallwood@grwinc.com)



**SECTION 1.0** | **Familiarity/Scope/Fee  
(Detailed Cost Estimate)**

# 1.0 Familiarity & Scope/Fee (Detailed Cost Estimate)

## Project Background

A pre-proposal meeting was conducted on August 6, 2019 to discuss proposed improvements to the existing solids dewatering facilities and equipment for the West Hickman Creek WWTP. We

understand that the goals and objectives for the proposed improvement are to replace the existing 18 year old belt filter press solids dewatering equipment along with

appurtenant equipment with more efficient and effective dewatering equipment which will result in a reduction in solids hauling and disposal costs.

## Task 1: Existing Solids Dewatering Process Review

Current solids dewatering facilities include the utilization of three existing belt filter presses which dewater aerobic waste activated sludge. Solids are pumped from the existing aerated sludge holding basins to the belt filter presses with four (4) existing Seepex sludge pumps. The existing pumps are reported to be in good condition.

The primary focus of the project consists of the replacement of three (3) existing 18 year old Phoenix belt filter presses. Those existing presses are typically operated for five (5) days per week at a loading rate of 110 gpm @ 3% to 3.25% feed solids. The existing presses produce approximately 87 wet tons of dewatered sludge per day at an average of 15%± solids. The existing press equipment is operated for 6 to 8 hours per day.



Appurtenant equipment which is proposed to be replaced includes the polymer feed system (fed from "totes") and the dewatered sludge conveyors. The existing "wet scrubber" and associated ventilation equipment will be evaluated for possible upgrade (if needed). The operations staff indicated that the existing odor control equipment was performing satisfactorily.

## Task 2: Develop Equipment Process Replacement Concepts and Schedules

LFUCG has requested that three (3) sludge dewatering technologies be studied and evaluated to replace the existing belt filter press equipment. A preliminary engineering report would be prepared to document the current solids loadings, polymer usage, percent solids produced, loading and hauling schedules, etc.

The preliminary engineering report would also include:

1. **Schematic preliminary design for each alternative**
2. **Opinion of probable construction cost for each alternative**
3. **20-year life cycle cost analysis**
4. **Final conclusion and recommendations**

### Technologies of Interest

The three (3) solids dewatering technologies which were discussed at the pre-proposal meeting included:

✓ Centrifuges	✓ Screw Presses	✓ Belt Filter Presses
---------------	-----------------	-----------------------

A 20-year life cycle cost analysis would be performed for each alternative technology as a part of the preliminary engineering report which would include differences in capital cost, power cost, chemical (polymer) costs, operation and maintenance costs, sludge handling costs, sludge disposal costs and






salvage value. The LFUCG will select the alternative that best suits their needs based on cost effectiveness and ease of operation.

It is anticipated that the range for dewatered solids concentration for each alternative for the scenario of dewatering of the aerobic waste activated sludge produced at the West Hickman WWTP would be:

- Centrifuges – **20 to 22% solids**
- Screw Presses – **18 to 20% solids**
- Belt Filter Presses – **14 to 16% solids**

**A further comparison of the advantages and disadvantages of each of the sludge dewatering equipment alternatives is further described in the table on the following page.**

## Sludge Dewatering Equipment Technology Comparison

Type	Advantages	Disadvantages
<p><b>Centrifuge</b></p> 	<ul style="list-style-type: none"> <li>▪ Familiarity from Town Branch WWTP Installation</li> <li>▪ Highest Cake Solids, Lowest Disposal Cost</li> <li>▪ Fully Enclosed, Low Odors</li> <li>▪ Less Footprint Required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Highest Power Cost</li> <li>▪ High Capital Cost</li> <li>▪ Higher Maintenance Cost</li> <li>▪ High Speed, High Noise</li> </ul>
<p><b>Screw Press</b></p> 	<ul style="list-style-type: none"> <li>▪ Slow Speed Operation</li> <li>▪ Lowest Power Cost</li> <li>▪ High Cake Solids (Less Than Centrifuge), Lower Disposal Cost</li> <li>▪ Fully Enclosed, Low Odors</li> <li>▪ Simple Operation, Limited Oversight</li> <li>▪ Low Maintenance Cost</li> </ul>	<ul style="list-style-type: none"> <li>▪ Typically smaller throughput than Centrifuge, Larger Footprint</li> </ul>
<p><b>Belt Filter Press</b></p> 	<ul style="list-style-type: none"> <li>▪ Simple Operation</li> <li>▪ Plant Staff Familiarity</li> <li>▪ Lower Power Cost (More than Screw Press)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lowest Cake Solids, Highest Disposal Cost</li> <li>▪ Highest Water Usage</li> <li>▪ Open Belt, More Odor Potential</li> <li>▪ Larger Footprint Required</li> <li>▪ Medium Maintenance Cost</li> </ul>

### Task 3: Detailed Design

Once the preliminary engineering report has been reviewed and accepted by the LFUCG, GRW would initiate the final design phase. Detailed design review meetings would be conducted at 25%, 50% and 90% design completion.

The scope of work for the detailed design would include the preparation of construction drawings, detailed specifications, bidding documents and contract documents for the following improvements.

1. Replacement of existing sludge dewatering equipment
2. Replacement of existing polymer storage (fed from "totes") and feed system
3. Replacement of existing dewatered sludge conveyors and loading gates with new auger conveyors and covers
4. Evaluate existing "wet scrubber" and associated ventilation equipment for possible upgrade (if needed)
5. Upgrade of existing electrical and instrumentation/control facilities and equipment.



### Task 4: Bidding Services

Final plans and specification shall be prepared for bidding and provided to the LFUCG in both hard copy and standard electronic format compatible with LFUCG equipment. Seven (7) hard copies of the contract documents shall be provided. All required permits shall be submitted to the Division of Water; Housing, Building and Construction; LFUCG Fire

Marshall and LFUCG Building Inspection. Any other required permits shall be additional in cost. All required permitting fees shall be covered by LFUCG. Customary bidding services, including preparation of advertisement, pre-bid meeting, addenda, bid evaluation and recommendation of award are included in the scope of work.

## Task 5: Construction Administration Services

The identified construction administration services, as follows, are included:

1. Track, review and approve all shop drawings
2. Track change orders, review requests, recommendation comments and prepare all paperwork to be submitted to the LFUCG Council
3. Track and answer RFI's
4. Coordinate and lead monthly construction progress meetings
5. Conduct construction in sections and submit weekly reports once construction initiates
6. Provide construction photo record from prior to initiation to project completion
7. Review and approve contractor's monthly pay

estimates

8. Attend and maintain test reports for all equipment start-up
9. Coordinate final inspection of completed work and prepare final punch list
10. Transfer all field notes and contractor mark-ups and submit final as-built drawings to the owner.

GRW proposes three (3) visits per week by a project team member, whether the project manager, project engineer or project designer, for up to two (2) hours on site.

GRW will also be present during equipment start-up to witness testing and consult with the LFUCG staff over the adequacy of the work.

## Summary

GRW has been working with the LFUCG for nearly 50 years – and with clients like the LFUCG for more than 50 years providing planning, design and construction administration consulting services for municipal wastewater treatment facilities. We value our past relationship with the LFUCG and its engineering and operations staff – and we offer the following benefits for the selection of GRW to work on your current project.



**LEXINGTON**

- Firm experience with **over thirty (30) previous similar successful sludge dewatering projects**
- Proposed **Project Manager Alan Bryan has over 25 years of wastewater treatment planning and design experience including extensive sludge dewatering** experience and expertise.
- Our approach will provide **alternatives and options** for technology review to insure that you receive the most innovative operationally friendly and cost effective design possible.

**Fee  
(Detailed  
Cost Estimate)**

Engineer Fee Proposal West Hickman WWTP Solids Processing Improvements Lexington-Fayette Urban County Government August 2019		Process Engineer VII	Process Engineer VI	Survey Crew	Mechanical Engineer V	Electrical Engineer VI	Structural Engineer VI	CADD Designer II	Admin	RPR	TOTAL HOURS	TOTAL FEE
<b>1</b>	<b>Task 1 - Existing Process Performance Review</b>											
	Interview Engineering & Operations Personnel	4	8								12	\$1,760
	Collect Supporting Data	4	8								12	\$1,760
	<b>Total Hours</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	
											<b>Task 1 - Existing Process Performance Review</b>	<b>\$3,520</b>
<b>2</b>	<b>Task 2 - Develop Equipment/Process Replacement Concepts</b>											
	Evaluate Three (3) Sludge Dewatering Technologies: Centrifuge, Screw Press & Belt Press	4	4								8	\$1,240
	Develop Schematic Design (3 Technologies)	4	16		8			16	4		48	\$5,520
	Develop Cost Estimates & Schedules	4	8								12	\$1,760
	Conduct 20-year Life Cycle Cost Analyses	16	40			16			8		80	\$11,120
	Prepare Preliminary Engineering Report	8	16						4		28	\$3,760
	Progress Meeting	4	4								8	\$1,240
	<b>Total Hours</b>	<b>40</b>	<b>88</b>	<b>0</b>	<b>8</b>	<b>18</b>	<b>0</b>	<b>16</b>	<b>18</b>	<b>0</b>	<b>184</b>	
											<b>Task 2 - Develop Equipment/Process Replacement Concepts</b>	<b>\$24,640</b>
<b>3</b>	<b>Task 3 - Detailed Design</b>											
	Develop Detailed Design Drawings (Dewatering Equipment Conveyance, Chemical Feed, Electrical Instrumentation)	80	200			100	64	200			644	\$82,360
	Progress Meetings (25%, 50%, 90%)	12	12			6			6		36	\$5,040
	Update Cost Estimates		12			4	8		4		32	\$3,560
	<b>Total Hours</b>	<b>92</b>	<b>224</b>	<b>0</b>	<b>0</b>	<b>110</b>	<b>72</b>	<b>200</b>	<b>10</b>	<b>0</b>	<b>712</b>	
											<b>Task 3 - Detailed Design</b>	<b>\$90,960</b>
<b>4</b>	<b>Task 4 - Bidding Services</b>											
	Bidding Services	4	24		4	4			16		52	\$6,000
	Permit Submittals to KDOW & Local Building Inspector		8								8	\$1,040
	<b>Total Hours</b>	<b>4</b>	<b>32</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>60</b>	
											<b>Task 4 - Bidding Services</b>	<b>\$7,040</b>
<b>5</b>	<b>Task 5 - Construction Administration Services</b>											
	Construction Administration per RFP	40	200		8	64	8		48		368	\$48,560
	Monthly Progress Meetings (12)	24	36			24			24		108	\$14,280
	On-site Inspection Visits (6 hours/week for 52 weeks)								0	312	312	\$28,080
	<b>Total Hours</b>	<b>64</b>	<b>238</b>	<b>0</b>	<b>8</b>	<b>88</b>	<b>8</b>	<b>0</b>	<b>72</b>	<b>312</b>	<b>788</b>	
											<b>Task 5 - Construction Administration Services</b>	<b>\$90,920</b>
											<b>Subtotal - LFUCG West Hickman WWTP Solids Processing Improvements</b>	<b>\$217,080</b>
	<b>Total Hours</b>	<b>208</b>	<b>598</b>	<b>0</b>	<b>20</b>	<b>218</b>	<b>80</b>	<b>216</b>	<b>114</b>	<b>312</b>	<b>1,788</b>	
	<b>HOURLY RATE</b>	<b>\$180</b>	<b>\$130</b>	<b>\$160</b>	<b>\$140</b>	<b>\$160</b>	<b>\$140</b>	<b>\$85</b>	<b>\$60</b>	<b>\$90</b>		
<b>G</b>	<b>Expenses</b>											\$1,500
											<b>Subtotal - Total Expenses</b>	<b>\$1,500</b>
											<b>Total Proposed Fee</b>	<b>\$218,580</b>

**West Hickman**  
**Investigation/Design Services for ~~Town Branch~~ WWTP**  
**Solids Processing Improvements**

**Fee Schedule**

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

**Section 2**

**Scope of Work: Solids Processing Improvements**

A.	Task 1: Existing Process Performance Review	Cost Task 1: <u>\$ 3,250</u>
B.	Task 2: Develop Equipment/Process Replacement Concepts	Cost Task 2: <u>\$ 24,640</u>
C.	Task 3: Detailed Design	Cost Task 3: <u>\$ 90,960</u>
D.	Task 4: Bidding Services	Cost Task 4: <u>\$ 7,040</u>
E.	Task 5: Construction Administration Services	Cost Task 5: <u>\$ 90,920</u>

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

<u>6 *</u>	<u>/</u>	<u>*312</u>	<u>/</u>	<u>\$90</u>
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Section 2 Total Cost: **\$218,580 \*\***

\* Based on 12-month construction period

\*\* Includes \$1,500 in expenses



## Fee Schedule Notes

**1.** We understand the project scope to be primarily an equipment replacement project – no new structures, no architectural works, no field surveys, no geotechnical, and no environmental, endangered species, aquatic habitat, cultural resources, or archaeological studies.

**2.** Our price does not include replacement of or major revision to the existing Seepex sludge feed pumps or Siemens odor control scrubber.

**3.** Structural engineering work will be performed by our MBE-certified subconsultant, Cornerstone Engineering.

This work is include in Task 3 and Task 5.

## SECTION 2.0 | Estimated Schedule

## 2.0 Estimated Schedule

Activity	2019			2021							
	Sept	Oct	Nov	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Project Award</b>	◆										
<b>Task 1:</b>											
Existing Solids Treatment Overview	■										
<b>Task 2:</b>											
Develop Equipment Replacement Concepts		■	■								
Progress Mtg-Review Design Concepts			◆								
Submit Preliminary Engineering Report				◆							
<b>Task 3:</b>											
Detailed Design			■	■							
Progress Mtgs. 25%, 50%, 90%											
<b>Task 4:</b>											
Bidding Services											
Permits & Approvals											
Pre-Bid Mtg.											
Award Construction Contract											
<b>Task 5:</b>											
Construction Phase Services (Est. 12 Mos)				■	■	■	■	■			
Pre-Construction Cont.											
Monthly Progress Mtgs.				◆	◆	◆	◆				
	Sept	Oct	Nov	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

## SECTION 3.0 | Project Team

### 3.0 Project Team

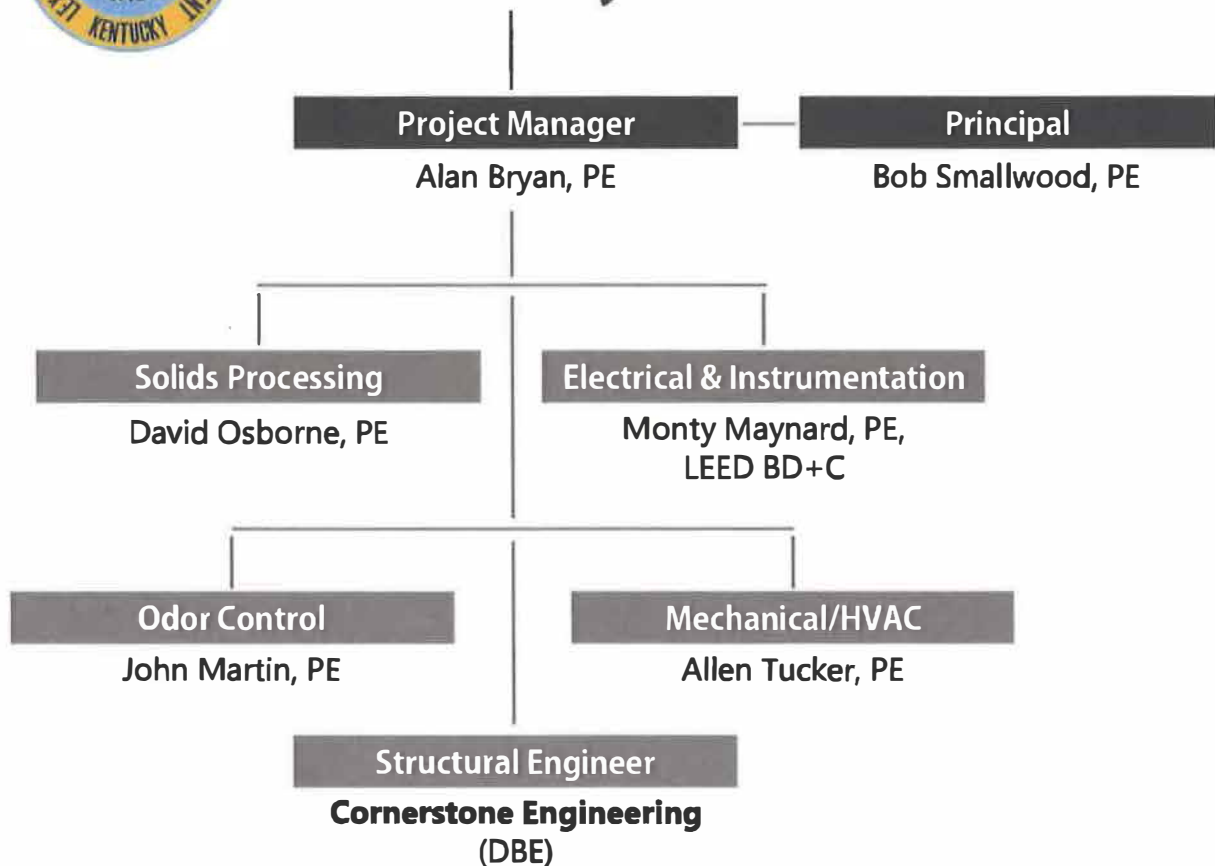
Our goal is to provide LFUCG with innovative ideas, and planning and design services delivered by the right mix of staff. GRW has drawn upon the talents of our in-house design engineers to provide you with a team capable of addressing your project's needs.

Leading our project team will be Project Manager **Alan Bryan, PE**. Project Engineer **David Osborne, PE**, will work closely with Alan with a focus on solids

processing engineering. Project Engineer John Martin, PE, joins with them with a focus on odor control. The team is supported by equally prepared and experienced electrical and mechanical engineers. Our team includes a DBE-certified firm, **Cornerstone Engineering (MBE)**. Led by Chella Subram, Cornerstone, Cornerstone will provide structural engineering services required as part of your project. Resumes are provided on the following pages.



## Lexington-Fayette Urban County Government



## Bob Smallwood, PE, PLS | GRW Principal



### YEARS OF EXPERIENCE:

With GRW: 45

Total: 45

### EDUCATION

B.S., Civil Engineering, 1974,  
University of Kentucky

M.S., Sanitary Engineering &  
Hydraulics, 1976, University of  
Kentucky

### REGISTRATION

Professional Engineer: KY, IN,  
OH, NC, PA, WV, GA

Professional Land Surveyor, KY

### PROFESSIONAL AFFILIATIONS AND TRAINING

National Society of Professional  
Engineers

Kentucky Society of Professional  
Engineers

Water Environment Federation

American Water Works  
Association

Bob's experience encompasses all aspects of the planning and design of water resources systems of all types including. His four-plus decades of wastewater treatment engineering experience includes more than 30 wastewater treatment plant projects.

### RELEVANT PROJECT EXPERIENCE

**General Mills Industrial Wastewater Treatment Plant (0.5 MGD), Covington, GA** – Principal. MBR/RO treatment facility designed to treat 500,000 GPD of process wastewater with a raw BOD of 5,371 lbs/day, Total Suspended Solids (TSS) of 2,135 lbs/day and a pH of 5.5 SU.

**South Dearborn Regional Sewer District Sludge Dewatering, Drying and Disposal, Lawrenceburg, IN** – Project Manager. Preliminary design and planning for a proposed new solar sludge drying facility at a regional 6.0 MGD contact stabilization activated sludge plant with anaerobic digestion. Use of this "green" technology is expected to increase solids content of dewatered sludge from approximately 23% to 80+%.

**South Dearborn Regional Sewer District Wastewater Treatment Plant Upgrade and Expansion (6.0 MGD), Lawrenceburg, IN** – Project Manager. Design and construction for expansion of existing activated sludge plant from 3.5 MGD to 6.0 MGD. Also "Division 1" plant, which provided industrial pretreatment for Seagrams Distillery and processed all solids for both plants, was eliminated and industrial pretreatment and solids processing functions were added to expansion/upgrade of "Division 2" plant.

**Lexington Town Branch Wastewater Plant Upgrade (30 MGD), Lexington, KY** – Project Manager. Full-scale pilot evaluation of coarse bubble diffusers, fine bubble membrane disc diffusers and fine bubble ceramic disc diffusers was conducted in three, side-by-side aeration basins. Utilization of fine bubble diffuser equipment was proven to reduce air flow requirements and associated power costs by 50 percent.

**Sanitation District No. 1 Eastern Regional Water Reclamation Facility (4 MGD), Alexandria, KY** – Principal. In addition to other conventional processes plant includes: biofiltration of foul air streams throughout the site for odor control; three-belt design for gravity belt thickeners/belt filter press units, combining thickening and dewatering for space saving and operator flexibility in handling/disposal of biosolids; scum concentrator providing beneficial reuse or landfill disposal.

**Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD), Petersburg, KY** – Principal. Features include screenings removal by fine screens, centrifugal vortex grit removal, secondary treatment employing either conventional activated sludge process or contact stabilization activated sludge process with fine-bubble diffusers. Sludge processing includes aerated sludge storage, gravity belt thickening of waste activated sludge, and belt filter press dewatering before landfill disposal.

**Fairfield Wastewater Treatment Plant Upgrade and Expansion (10 MGD), Fairfield, OH** – Project Manager. Design and construction administration services for wastewater treatment plant upgrade including, new fine bubble post aeration system, new 6,000 scfm aeration blower, fine bubble sludge aeration system and disinfection/office building, etc.

## Alan Bryan, PE | GRW Project Manager



### YEARS OF EXPERIENCE:

With GRW: 22

Total: 27

### EDUCATION

A.S., Mathematics and Physics,  
1993, Lexington Community  
College

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

### REGISTRATION

Professional Engineer: KY, IN

### PROFESSIONAL AFFILIATIONS AND TRAINING

NASSCO Pipeline Assessment &  
Certification Program

American Water Works  
Association

Water Environment Federation

Alan's engineering experience involves the planning, design and construction of all sizes and types of municipal water and wastewater systems. His experience includes an extensive background in hydraulic modeling (KYPipe, KYSURGE and WaterCAD) and network analysis of water systems.

### RELEVANT PROJECT EXPERIENCE

**Westside Sewage Treatment Plant (8.1 MGD) Improvements, Bluefield Sanitary Board, Bluefield, WV** – Project Engineer. Major improvements involve preliminary treatment facilities, removal and replacement of sludge pumps with new progressive cavity sludge pumps, as well as screw type presses proposed for improved dewatering, and many other items.

**Wilmore Wastewater Treatment Plant Upgrade, Wilmore, KY** – Project Manager. Replacement of existing aerated sludge holding basin, blowers, and pumps with two larger concrete basins and more durable and efficient blowers, diffusers and pumps; new sludge holding basins, sludge processing building with mechanical sludge dewatering (screw press) and chemical storage/feed facilities; and repair of influent screenings dumpster room.

**Kentucky American Water Kentucky River Station II Water Treatment Plant (20 MGD) Sludge Presses, Owenton, KY** – Project Manager. Design as a subconsultant for a 3,500 SF residuals dewatering building receiving sludge from the residuals thickener at a new 25 MGD conventional turbidity removal facility. Sized and selected progressive cavity sludge pumps installed in the piping gallery of the residuals thickener for transfer of thickened sludge to the residuals dewatering building. Belt filter presses and conveyor designed to collect sludge cake continuously from discharge of each press, transported for deposit in a dump truck in a covered external storage area at the side of the building.

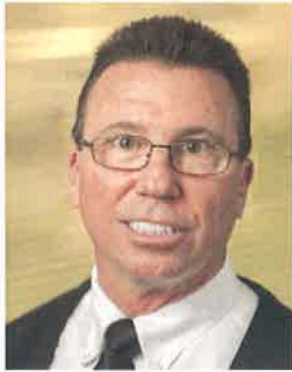
**Kentucky American Water Richmond Road Station Water Treatment Plant (25 MGD) Sludge Handling Improvements, Lexington, KY** – Project Manager. Improvements included replacement of the existing sludge removal equipment with a hoseless type sludge collection equipment in the sedimentation basin, addition of two concrete walls in the sedimentation basins to divide the two basins into four basins, construction of additional effluent launders in the primary sedimentation basins, construction of one new sludge thickener and a sludge flow splitter box, modifications to two existing sludge thickeners, replacement of the existing sludge dewatering equipment including: a new 2-meter belt filter press, polymer feed system, sludge conveyor, and sludge pumps, along with electrical and SCADA system modifications.

**Lexington East Hickman Wet Weather Flow Storage (4.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Project Manager.

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

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

## John Martin, PE | GRW Project Engineer / Odor Control



### YEARS OF EXPERIENCE:

With GRW: 20

Total: 33

### EDUCATION

B.S., Civil Engineering, 1986,  
Tennessee Technological  
University

### REGISTRATION

Professional Engineer: KY, TN,  
OH

### PROFESSIONAL AFFILIATIONS AND TRAINING

Kentucky Society of Professional  
Engineers

Water Environment Federation

John regularly leads GRW teams in the planning and design of water resources projects. He has been integral to the design of more than 20 wastewater treatment plants (up to 30 MGD in capacity).

### RELEVANT PROJECT EXPERIENCE

#### **Lexington Town Branch Wastewater Treatment Plant (30 MGD)**

#### **Thickening Process Evaluation and Equipment Upgrades, Lexington, KY**

– Project Manager. Following completion of evaluation of methods to increase thickening capacity and replace aging equipment to increase reliability and lower operating costs, recommended and designed mechanical thickening by centrifuge increasing thickening capacity within the solids processing system. Included other equipment upgrades.

#### **Sanitation District No. 1 Western Regional Water Reclamation Facility**

**(20 MGD), Petersburg, KY** – Project Manager. New secondary wastewater treatment plant **with provisions to contain, capture and biologically treat odors**. Includes centrifugal vortex grit removal, secondary treatment etc. Sludge processing includes aerated sludge storage, gravity belt thickening of waste activated sludge, and belt filter press dewatering before landfill disposal.

#### **Louisville MSD Derek R. Guthrie Water Quality Treatment Center**

**Expansion (30 MGD), Louisville, KY** – Project Manager. Design services for design-build of secondary treatment plant expansion of 22.5 MGD plant to 30 MGD. Included new solids holding and pumping facilities; aeration basins modifications; addition of screw conveyor system to remove screenings, etc. **Bio-filters were used for odor control in solids holding tanks.**

#### **Louisville MSD Cedar Creek Water Quality Treatment Center Expansion**

**(7.5 MGD), Louisville, KY** – Project Manager. Design for preliminary plans (5%) and design-build services acting as the Owner's advisor for expansion of facility by 300% to 7.5 MGD and 26 MGD peak flow, with 26 MGD raw pump station, phosphorous removal, screening and grit facilities, oxidation ditch, clarifiers, tertiary filters and ultraviolet disinfection.

#### **Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY**

– Project Manager. Major items of work included expansion/upgrade of Pump Station No. 1 (5 MGD to 9 MGD); improvements to existing pre-treatment building (screening and grit removal); new RAS/WAS pump station, etc.

#### **Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD),**

**Harrodsburg, KY** – Technical Advisor. Major items of work include new pre-treatment building (screening and grit removal), replacement of existing RBC with oxidation ditch treatment process designed for biological nutrient removal, new return/waste sludge pumping, etc.

#### **Lawrenceburg Wastewater Treatment Plant (3.3 MGD), Lawrenceburg,**

**KY** – Project Manager. Replacement and de-commissioning of existing 1.9 MGD rotating biological contact plant with new 3.3 MGD oxidation ditch plant. Existing belt filter press used for sludge dewatering.

#### **Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles,**

**KY** – Project Manager. Conversion and expansion of 3 MGD oxidation ditch, extended aeration plant to 4.5 MGD sequencing batch reactor (SBR) facility.



## David Osborne, PE | GRW Project Engineer



### YEARS OF EXPERIENCE:

With GRW: 6

Total: 6

### EDUCATION

M.Eng., Civil Engineering, 2013,  
University of Louisville, J.B.  
Speed School of Engineering

B.S., Civil Engineering, 2013,  
University of Louisville, J.B.  
Speed School of Engineering

### REGISTRATION

Professional Engineer: KY, OH

### PROFESSIONAL AFFILIATIONS AND TRAINING

American Water Works  
Association

Kentucky Society of Professional  
Engineers

David's varied experience includes the full range of planning and design of water and wastewater projects including water distribution, storage, pumping and treatment facilities, as well as wastewater collector sewers, interceptor sewers, pumping stations, wet weather flow basins, and treatment plants.

### RELEVANT PROJECT EXPERIENCE

**Corbin Wastewater Treatment Plant Upgrade (4.5 MGD), Corbin, KY** – Project Engineer. Major items of work included expansion/upgrade of Pump Station No. 1 (5 MGD to 9 MGD); improvements to existing pre-treatment building (screening and grit removal); 2.0 MG sideline wet weather flow equalization; circular final clarifier, UV disinfection, RAS/WAS pump station.

**Georgetown Municipal Water & Sewer Wastewater Treatment Plant No. 1 Upgrade and Expansion, Georgetown, KY** – Project Engineer. Development of Wastewater Facilities Plan, and subsequent design and construction phase services for expansion of activated sludge treatment plant with design hydraulic capacity of 4.5 MGD to minimum of 9 MGD.

**Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, KY** – Project Engineer. Major items of work include new pre-treatment building (screening and grit removal), replacement of RBC biological treatment process with oxidation ditch treatment process designed for biological nutrient removal, new circular final clarifiers, return/waste sludge pumping, ultra-violet disinfection facilities and conversion of existing anaerobic digestion facilities to aerated sludge holding basins.

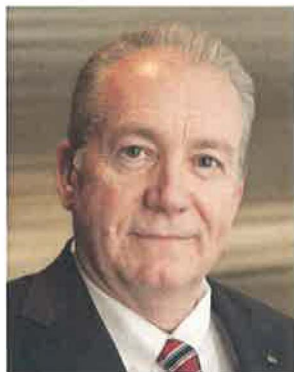
**Lexington Town Branch Wet Weather Flow Storage (22 MG) and Pumping (56 MGD) Facilities, Lexington, KY** – Project Engineer. Phase 1 of multi-phase wet weather storage facility adjacent to LFUCG Town Branch WWTP. Includes 22 MG above grade, pre-stressed concrete structure with overflow weir box and a four-plex submersible pumping station to convey peak wet weather flows to tank.

**South Dearborn Regional Sewer District Sludge Dewatering, Drying and Disposal, Lawrenceburg, IN** – Project Engineer. Preliminary design and planning for a proposed new solar sludge drying facility at a regional 6.0 MGD contact stabilization activated sludge plant with anaerobic digestion.

**Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles, KY** – Project Engineer. Conversion and expansion of 3 MGD oxidation ditch, extended aeration plant to 4.5 MGD sequencing batch reactor (SBR) facility with peak flow of 12.5 MGD. New equipment or facilities include influent, fine mechanical screening, Parshall flume, vortex grit removal, preliminary treatment building, 12.5 MGD influent pump station, four SBR basins, UV disinfection system, fine bubble post aeration basins, effluent Parshall flume, generator for emergency backup power

**Wilmore Wastewater Treatment Plant Upgrade, Wilmore, KY** – Project Engineer. Replacement of existing aerated sludge holding basin, blowers, and pumps with two larger concrete basins and more durable and efficient blowers, diffusers and pumps; new sludge holding basins, sludge processing building with mechanical sludge dewatering (screw press) and chemical storage/feed facilities; and repair of influent screenings dumpster room.

## Monty Maynard, PE, LEED AP BD+C | GRW Electrical Engineer



### YEARS OF EXPERIENCE:

With GRW: 23

Total: 42

### EDUCATION

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

### REGISTRATION

Professional Engineer

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

NCEES Member allows  
reciprocity with other states

LEED Accredited Professional,  
Building Design + Construction  
Certified Healthcare Contractor

### PROFESSIONAL AFFILIATIONS AND TRAINING

Design-Build Institute of  
America

National Fire Protection  
Association

International Society of  
Automation

American Institute of Architects

American Council of  
Engineering Companies

National Council of Examiners  
for Engineering and Surveying

Air National Guard Civil  
Engineering Association Life  
Member (Associate)

Society of American Military  
Engineers

American Water Works  
Association

Kentucky Society of Healthcare  
Engineers

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

### RELEVANT PROJECT EXPERIENCE

**General Mills Industrial Wastewater Treatment Plant (0.5 MGD), Covington, GA** – Electrical Engineer. MBR/RO treatment facility designed to treat 500,000 GPD of process wastewater with a raw BOD of 5,371 lbs/day, Total Suspended Solids (TSS) of 2,135 lbs/day and a pH of 5.5 SU.

**South Dearborn Regional Sewer District Wastewater Treatment Plant Upgrade and Expansion (6.0 MGD), Lawrenceburg, IN** – Electrical Engineer. Work also included design of new SCADA system which utilizes Allen Bradley SLC 5/04 PLCs (Programmable Logic Controllers) as basic Remote Terminal Unit (RTU).

**Whitestown Wastewater Treatment Plant, Lift Station and Forcemain Improvements, Whitestown, IN** – Electrical Engineer. New 1.7 MGD South Wastewater Treatment Plant (WWTP), expandable to 2.3 MGD, and associated sanitary lift stations and forcemain replacements/upgrades

**Lexington East Hickman Wet Weather Flow Storage (4.0 MG) and Pumping Facilities (32.5 MGD), Lexington, KY** – Electrical Engineer.

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

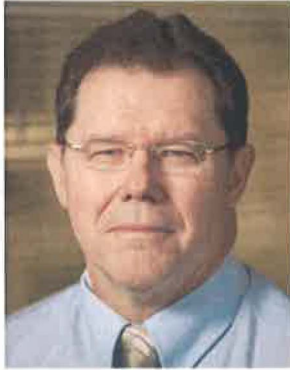
**Lexington Expansion Area 2A Watershed Pumping Station (10 MGD) and Force Mains, Lexington, KY** – Electrical Engineer.

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

**Sanitation District No. 1 Eastern Regional Water Reclamation Facility (4 MGD), Alexandria, KY** – Construction Administration. In addition to other conventional processes plant includes: biofiltration of foul air streams throughout the site for odor control; three-belt design for gravity belt thickeners/belt filter press units, combining thickening and dewatering for space saving and operator flexibility in handling/disposal of biosolids; scum concentrator providing beneficial reuse or landfill disposal.

**Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD), Petersburg, KY** – QA/QC. Features include screenings removal by fine screens, centrifugal vortex grit removal, secondary treatment employing either conventional activated sludge process or contact stabilization activated sludge process with fine-bubble diffusers. Sludge processing includes aerated sludge storage, gravity belt thickening of waste activated sludge, and belt filter press dewatering before landfill disposal.

## Allen Tucker, PE | GRW Mechanical Engineer



### YEARS OF EXPERIENCE:

With GRW: 10

Total: 35

### EDUCATION

B.S., Mechanical Engineering,  
1984, Clemson University

### REGISTRATION

Professional Engineer: KY, SC, FL

Construction Documents  
Technologist (CDT)

*NCEES Member allows  
reciprocity with other states*

### PROFESSIONAL AFFILIATIONS AND TRAINING

Allen's experience as a mechanical engineer has encompassed a variety of water resources projects, including work at several wastewater treatment plants. Allen has been involved with overall mechanical design, client interface, multidiscipline coordination, plan preparation, specifications, calculations, and scope of work development.

### RELEVANT PROJECT EXPERIENCE

#### **Lexington Town Branch Wastewater Treatment Plant (30 MGD)**

#### **Thickening Process Evaluation and Equipment Upgrades, Lexington, KY**

– Mechanical Engineer. Following completion of evaluation, recommended and designed mechanical thickening by centrifuge increasing thickening capacity within the solids processing system. Other system equipment upgrades include new rotary lobe pumps and valves throughout, flow measurement devices, odor control, roof replacement, window and door replacement, lighting replacement, and HVAC replacements.

#### **Lexington Town Branch Wet Weather Flow Storage (22 MG) and**

#### **Pumping (56 MGD) Facilities, Lexington, KY – Mechanical Engineer.**

#### **Lexington Expansion Area 2A Watershed Pumping Station (10 MGD)**

#### **and Force Mains, Lexington, KY – Mechanical Engineer.**

#### **Lexington East Hickman Wet Weather Flow Storage (4.0 MG) and**

#### **Pumping Facilities (32.5 MGD), Lexington, KY – Mechanical Engineer.**

#### **West Knox Utility District Melton Hill Wastewater Treatment Plant (6**

**MGD), Knoxville, TN – Mechanical Engineer.** New 6 MGD wastewater treatment plant with biological nutrient removal; treated effluent submerged outfall line to Melton Hill Reservoir (Clinch River); roughly eight miles of force main for sewage transmission to new plant; and modifications to main sewage pumping station to handle peak wet weather flows up to 15 MGD.

#### **Versailles Wastewater Treatment Plant Expansion (4.5 MGD), Versailles,**

**KY – Mechanical Engineer.** Conversion and expansion of 3 MGD oxidation ditch, extended aeration plant to 4.5 MGD sequencing batch reactor (SBR) facility with peak flow of 12.5 MGD.

#### **Harrodsburg Wastewater Treatment Plant Expansion (3.5 MGD),**

**Harrodsburg, KY – Mechanical Engineer.** Major items of work include new pre-treatment building (screening and grit removal), replacement of existing RBC biological treatment process with new oxidation ditch treatment process designed for biological nutrient removal, circular final clarifiers, new return/waste sludge pumping, ultra-violet disinfection facilities and conversion of anaerobic digestion facilities to aerated sludge holding basins.

#### **Sanitation District No. 1 Western Regional Water Reclamation Facility**

**(20 MGD), Petersburg, KY – Construction Administration.** Features include screenings removal by fine screens, centrifugal vortex grit removal, secondary treatment employing either conventional activated sludge process or contact stabilization activated sludge process with fine-bubble diffusers. Sludge processing includes aerated sludge storage, gravity belt thickening of waste activated sludge, and belt filter press dewatering before landfill disposal.

## **SECTION 4.0 | Five Similar Projects**

## 4.0 Five Similar Projects

### Town Branch Wastewater Treatment Plant (30 MGD) Thickening Process Evaluation and Equipment Upgrades

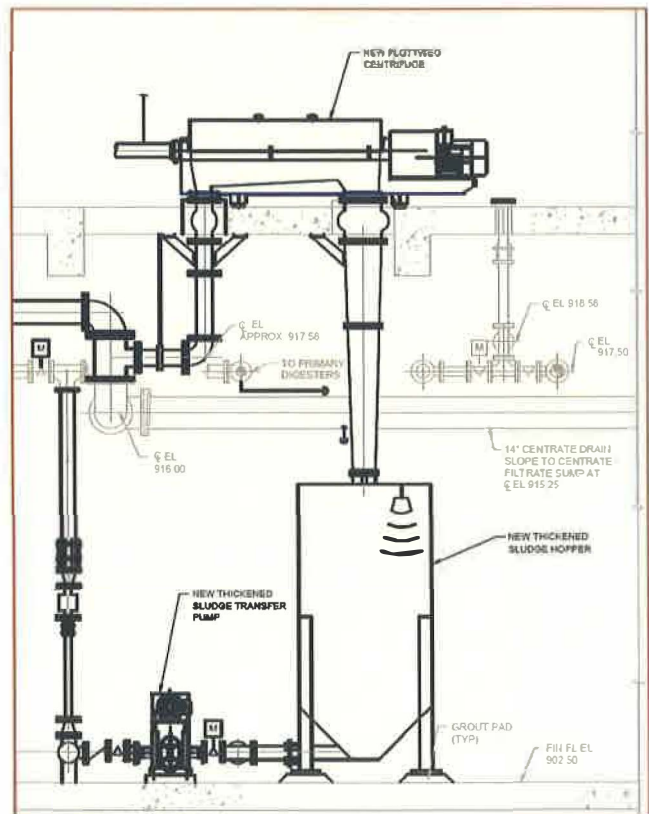
Lexington-Fayette Urban County Government | Lexington, KY

GRW was selected by the Lexington-Fayette Urban County Government (LFUCG) to evaluate the most efficient method to increase thickening capacity and replace aging equipment – both increasing reliability and lowering operating costs. Currently, the facility commingles primary and secondary waste activated sludge to a single set of gravity thickeners prior to anaerobic digestion. When the secondary sludge exceeds the existing capacity, it is wasted directly to sludge holding prior to dewatering without thickening or digestion, thus creating maintenance issues.

The most cost-effective solution to increase capacity of the thickened secondary sludge process and improve operations was to install a single Flottweg mechanical thickening centrifuge to process secondary sludge in excess of 140 gpm. Thickened sludge from the centrifuge will be combined with the existing thickening process sludge at the primary anaerobic digesters.

The project is currently under construction and consists of **replacement of equipment in two (2) gravity thickeners, one (1) carbon adsorber odor control unit, twelve (12) primary sludge pumps (400 gpm each), two (2) thickened sludge/scum pumps (150 gpm each), one (1) new Flottweg thickening centrifuge (average throughput capacity of 160 gpm and 680 pounds of solids per hour), two (2) new thickened sludge pumps (150 gpm each), three (3) new grinders and one (1) new scum chopper pump (150 gpm).** Project also

**includes replacement of approximately 95 valves, select doors, windows, and lighting, roof replacement of three (3) buildings, replacement of one (1) air make-up unit, and one (1) energy recovery ventilator.**



**Client Contact:** Tiffany Rank, Project Manager, Lexington-Fayette Urban County Government, (859) 425-2400, tiffanyr@lexingtonky.gov

## Columbus, IN, Wastewater Treatment Plant Phase I Dewatering Improvements - New Centrifuge & Piping Modifications

Columbus City Utilities | Columbus, IN

GRW is providing design, bidding, and construction phase services for a dewatering improvements project at the Columbus Utilities' wastewater treatment plant (14.0 MGD). The project will increase the capacity of the existing solids dewatering process at the plant to meet both current needs and future 20-year growth. The existing dewatering process contains two (2) GEA/Westfalia 110 gpm



centrifuges, each with a dedicated sludge feed pump, polymer feed system, and outlet conveyor. Current sludge dewatering operations require near "round the clock" operation to keep up with existing waste sludge demands due to process limitations of the existing "Cannibal" sludge handling system.

To accommodate future maximum demands projected to Year 2037 with continued use of Cannibal or converting to aerobic digestion, **a third centrifuge rated for 260 gpm is required. Five different leading centrifuge manufacturers were selected for technical evaluation including: GEA/Westfalia, Andritz, Flottweg, Alfa-Laval, and Centrisys. From this evaluation, the Flottweg unit was considered most suitable for CCU's application.**

A significant factor in the selection of the recommended equipment was its ability to suitably fit within the existing footprint with the least amount of ancillary upgrades or disruption to the building envelope, mezzanine floor, and overhead crane.

Similar to existing layout, the new centrifuge includes a dedicated progressive cavity sludge feed pump, liquid polymer feed equipment, output screw conveyor, and process water line and booster pumps.

GRW provided detailed structural evaluation / modeling of the dewatering building mezzanine level showing the increased loading from the larger equipment can be made without any building envelope upgrades and only minimal horizontal structural beam addition to the mezzanine underslab. The existing overhead monorail crane is also able to be used for the new equipment without any modification. Electrical and Instrumentation upgrades included feeding all new equipment from existing motor control center, adding a new main centrifuge control panel to the remote electrical room and installing a local operator panel at the centrifuge mezzanine level. All new equipment will be monitored by the existing SCADA system, with the new centrifuge networked via Ethernet. In addition, interior process piping and valve modifications have been incorporated to improve operational flexibility to allow waste activated sludge to be transferred directly to either the aerated sludge holding tanks or the "Cannibal" process tanks, as well as to transfer sludge from the Cannibal Tanks to either the aerated sludge holding tanks or the centrifuges directly, bypassing the screened RAS wetwell pump station.

**Client Contact:** Randy Duckworth, Manager of Wastewater Operations, Columbus City Utilities, (812) 418-6450, [rduckworth@columbusutilities.org](mailto:rduckworth@columbusutilities.org)

## Jonesborough WWTP Expansion/Upgrade & Solids Processing Improvements

Town of Jonesborough | Jonesborough, TN

GRW has assisted Jonesborough to construct three (3) separate (2008, 2012 & 2013) upgrading and expanding projects for the 1.0 MGD Jonesborough Treatment Plant.

Plant liquid stream improvements included construction of new headworks facilities (grit and screening), construction of two (2) new oxidation ditches which replace existing circular "Schreiber" circular aeration basins with integral clarifiers, construction of two (2) new circular final clarifiers, construction of new chlorination/dechlorination facilities and conversion of abandoned aeration basins to wet weather storage (flow equalization) basins.

A new effluent pumping station and outfall line is also under construction which will change the plant discharge location from Little Limestone Creek to the Nolichucky River. The change will address NPDES discharge permit issues associated with the original Little Limestone Creek discharge location.

**The Jonesborough WWTP solids processing improvements included construction of aerobic digestion and sludge thickening facilities, positive displacement sludge transfer pumps, construction of a new sludge dewatering building with a new centrifuge (shown at right) and a liquid polymer feed system. Dewatered sludge is currently sent to a landfill for final disposal. The new solids processing improvements replaced old sludge drying bed/sludge composting facilities.**



**Client Contact:** Bob Browning, Town administrator,  
Town of Jonesborough, TN 123 Boone Street,  
Jonesborough, TN 37659; (423) 753-1030;  
bobb@jonesboroughtn.org

## SDRSD WWTP Upgrade & Expansion (6.0 MGD) & Solids Processing Facilities South Dearborn Regional Sewer District | Lawrenceburg, IN

The South Dearborn Regional Sewer District (SDRSD) is a regional utility which provides wastewater treatment services for the southeast Indiana communities of Lawrenceburg, Aurora and Greendale as well as Seagrams Distillery. The SDRSD previously operated two existing treatment plants. The "Division 1" plant provided industrial pretreatment for Seagrams Distillery and processed all solids for both plants. The "Division 2" plant was a 3.5 MGD contact stabilization activated sludge plant which provided final treatment for the combined municipal and industrial waste prior to discharge of treated effluent to the Ohio River.



This project expanded the existing activated sludge plant from 3.5 MGD to 6.0 MGD. In addition, the "Division 1" plant was eliminated and the industrial pretreatment and solids processing functions were added to the expansion/upgrade of the "Division 2" plant.

The upgrade/expansion included the construction of:

- Mechanical fine screens
- Vortex type grit removal
- Primary sedimentation basins
- Additional fine bubble aeration basins
- Additional final clarification basins
- New ultra-violet disinfection facilities
- Gravity belt thickener for sludge dewatering with shaftless screw conveyor
- High rate anaerobic digestion
- **Centrifuge sludge dewatering with belt conveyor**
- New administration building

**The solids processing/solids disposal facilities include return and waste sludge pumping, gravity belt thickening for waste activated sludge, high rate anaerobic digestion, centrifuge sludge dewatering with landfill disposal. The centrifuge sludge dewatering equipment was installed in 2008 – replacing older belt press sludge dewatering equipment. This project increased dewatered sludge solids content from 14% +/- to 21% +/- and resulted in significant cost savings.**

**This project is a success story for GRW who was contracted to provide a treatment plant design on a compressed timetable, meeting a firm budget that could not be exceeded.** Another engineering firm had previously designed a new plant for SDRSD, and it had bid more than 30% over budget which threatened the viability of the entire project. GRW met the schedule with an entirely new concept and the plant bid came in under the desired budget.

**Client Contact:** Bill Neyer, SDRSD General Manager, Lawrenceburg, IN; (812) 537-0457; bneyer@sdrsrd.org



## Whitestown Wastewater Treatment Plant (1.7 MGD)

Town of Whitestown | Whitestown, IN

The Town of Whitestown, IN, approximately 22 miles northwest of Indianapolis, has experienced significant growth (approximately 500%) over the last decade.

Whitestown selected GRW to provide planning, funding assistance, design, construction administration, and resident observation services for a new 1.7/6.0 MGD average/peak (expandable to 2.3/8.0 MGD) South Wastewater Treatment Plant and the associated sanitary lift stations and forcemain replacements/upgrades to redirect wastewater to the new South WWTP, as well as plans to demolish an existing, aging North WWTP.

The South WWTP discharges into a "zero flow" stream. As such, GRW worked with the Indiana Department of Environmental Management (IDEM) to permit the new WWTP through the "anti-degradation demonstration" process and NPDES discharge permit. GRW, along with legal and financial consultants, worked with the Town and IDEM officials to prove the merits of a new WWTP through engineering and socio-economic means. A few components include:

- Influent pumping with chemical treatment for odor control (via Indianapolis Road Lift Station)
- Mechanical fine screening with covered channels and odor control scrubber
- "Headcell" grit removal and classification
- Sequencing batch reactors with biological phosphorus removal and DO control system
- UV disinfection and post aeration
- Aerobic digestion
- Centrifuge sludge dewatering
- Vactor truck dumping station
- Septage receiving station
- Plant sewer system and lift station
- "Green" bioretention area and plantings
- 2,000 kW emergency generator
- Plant-wide SCADA system



As part of the new WWTP project, **GRW designed a centrifuge sludge dewatering system** to dewater aerobically digested waste activated sludge for landfill disposal. The new system included an in-line grinder, rotary lobe sludge feed pump, Flottweg centrifuge on elevated platform, shaftless screw conveyor system with inclined/vertical/horizontal runs and automated slide gates discharge into a 20cy roll-off dumpster, liquid polymer storage/feed system, and system controls. The new 140 gpm (average 600-800 lb/hr solids throughout) capacity centrifuge was designed to handle up to 2.5% feed solids and dewater to 20% minimum solids with greater than 95% solids recovery. Space was allocated within the new sludge dewatering building for a second centrifuge unit and related accessories to accommodate future expansion needs.

The \$25 million project was funded in part through the State Revolving Fund loan program administered by the Indiana Finance Authority.

**Engineering Excellence Merit Award | American Council of Engineering Companies of Indiana**

**Client Contact:** Daniel Powers, Public Work Director, Town of Whitestown, (317) 733-8584, dpowers@whitestown.in.gov

**SECTION 5.0** | **Specialized Experience/  
Technical Competence**

## 5.0 Specialized Experience & Technical Competence

### Wastewater Treatment Experience



One of GRW's greatest strengths is our design

expertise related to wastewater treatment plant planning and design consulting – including strong familiarity and continuing experience with utilities infrastructure in the area. This section offers an overview of our wastewater treatment engineering services.

**Please see Section 4.0 for specific related project experience with the design of solids processing systems.**

GRW has worked on more than 100 projects involving wastewater treatment, from small package treatment plants to facilities as large as 300 MGD. We have been successful in the development of practical and innovative features which ensure compliance with regulatory requirements while also performing economically. We have been recognized by our clients and by other consultants for design excellence and for the "operator friendly" measures we have incorporated in our designs. GRW's philosophy is that we will serve our client's needs long after the planning, design and construction of a plant is completed. We believe in full service and we provide on-going assistance at any time.



**We will serve our client's needs long after the planning, design & construction of a plant is completed. We believe in full service & we provide on-going assistance at any time.**



**Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD)**

## GRW | Wastewater Treatment Processes and Facilities Experience

WWTP=Wastewater Treatment Plant WRF=Water Reclamation Facility WQTC=Water Quality Treatment Center AWTP=Advanced Wastewater Treatment Plant Imprvmt.=Improvements Exp.=Expansion	Services															
	Regulatory Compliance Assessment	Prelim. Eng. Reports/Facilities Plans	Advanced Treatment Processes	Fine Bubble Aeration	Odor Control	Sludge Thickening	Blower Improvements	Wet Weather Storage Facilities	Equipment Eval. & Replacement	Structural Reviews	Instrumentation/SCADA	Detailed Design	Bidding & Contract Documents	Cost Estimating	Construction Phase Services	Biological Nutrient Removal
GRW Projects																
300 MGD Belmont AWTP, Citizens Energy Group, Indianapolis, IN			●			●		●		●	●	●	●	●	●	
6 MGD WWTP Exp., S Dearborn Reg. Sewer District, Lawrenceburg, IN	●	●		●	●	●	●		●	●	●	●	●	●	●	
3.58 MGD WWTP Upgrade, Fall Creek RWD, Pendleton, IN			●			●			●		●	●	●	●	●	●
1.7 MGD WWTP, Whitestown, IN	●	●	●		●	●				●	●	●	●	●	●	●
1.2 MGD WWTP, Crane Naval Surface Warfare Center, IN	●	●						●	●	●	●	●	●	●	●	
0.7 MGD WWTP Exp., Spencer, IN		●							●	●	●	●	●	●	●	
20 MGD Western Regional WRF, Sanitation District No. 1, N KY (SD1)	●	●		●	●	●	●			●	●	●	●	●	●	
4 MGD Eastern Regional WRF, SD1	●	●	●		●	●	●			●	●	●	●	●	●	●
30 MGD Derek R. Guthrie WQTC Exp., Louisville MSD	●	●		●					●	●	●	●	●	●	●	
10.8 MGD WWTP Exp., Bowling Green, KY	●	●				●			●	●	●	●	●	●	●	
10 MGD WWTP Upgrade, Frankfort KY	●	●						●			●	●	●	●	●	
9 MGD WWTP Imprvmt., Paducah, KY	●	●				●			●	●	●	●	●	●	●	
8.75 MGD WWTP Exp., Murray, KY	●	●	●			●			●	●	●	●	●	●	●	●
5.2 MGD WWTP Exp., Murray, KY	●	●	●			●			●	●	●	●	●	●	●	
3.5 MGD WWTP, Murray, KY	●	●				●			●	●	●	●	●	●	●	
4.5 MGD WWTP Upgrade, Corbin, KY	●	●				●			●	●	●	●	●	●	●	
3 MGD WWTP Upgrade, Versailles, KY	●	●				●	●	●	●	●	●	●	●	●	●	
4.5 MGD WWTP Exp., Versailles, KY				●		●										●
3.3 MGD WWTP Exp., Lawrenceburg, KY	●	●				●			●	●	●	●	●	●	●	
3.5 MGD WWTP Exp., Harrodsburg, KY	●	●				●	●	●	●	●	●	●	●	●	●	●
10 MGD WWTP Exp., Fairfield, OH	●	●		●		●	●	●	●	●	●	●	●	●	●	
4 MGD WWTP Upgrade, W Knox Utility District, Knoxville, TN		●				●			●		●	●	●	●	●	
6 MGD WWTP, W Knox Utility District, Knoxville, TN (under design)	●	●	●	●	●	●	●			●	●	●	●	●	●	●
3.5 MGD WWTP Upgrade (15.3 Peak), Crossville, TN	●	●				●			●		●	●	●	●	●	

## SECTION 6.0 | Capacity to Perform Work

## 6.0 Capacity to Perform Work

GRW brings the capacity, commitment, and resources you need to:

- **Perform all the work to your expectations**
- **Complete your project within the time limitations**

Each member of our assigned team is available to begin working with you immediately. We are prepared to commit the time and resources required for successful completion of your project in a timely manner.

**GRW** has a staff of more than 200 employees (140+ in Kentucky) representing a wide range of disciplines. We currently expect our workload for the next 12-24 month period to remain stable, with active design projects equivalent to 70 percent of this capacity.

On that basis, we anticipate a reserve capacity equivalent to a construction value of \$90 million; therefore, we have

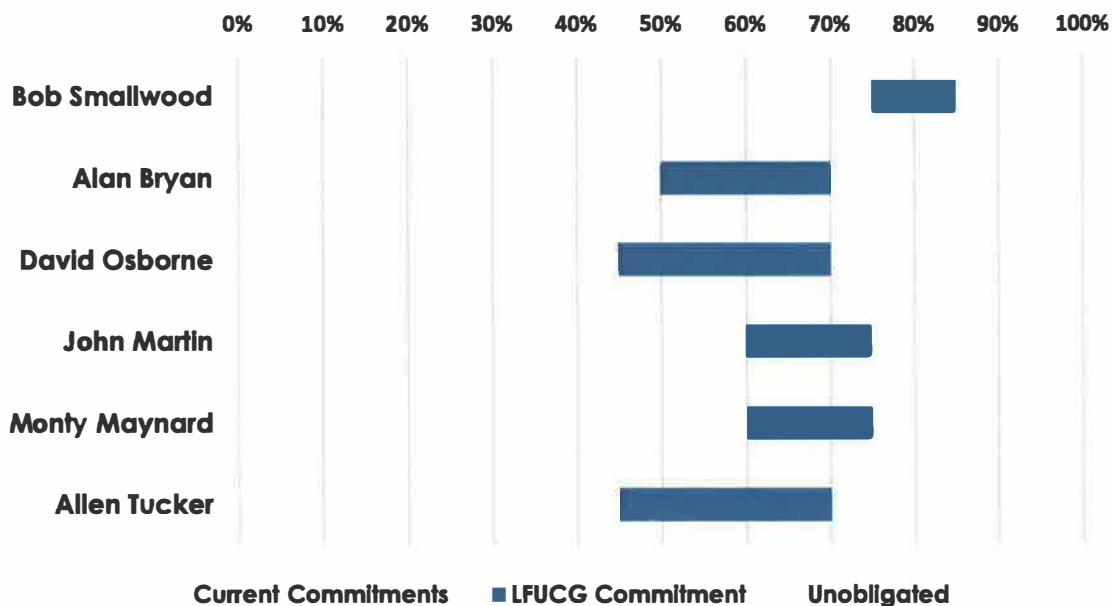
significant available capacity to successfully execute this project. We have backup personnel for each discipline in our Lexington office, if needed.

We have confidence in our assigned team members experience, familiarity with LFUCG, and believe their capabilities will be beneficial to you in meeting project, budget and schedule goals.

GRW and our team members are prepared to commit the time and resources required for to successfully complete your project

### Availability

This chart gives you an estimate of key GRW team members' current commitments, commitment to LFUCG, and unobligated capacity (availability) over the next 12 months.



**SECTION 7.0**

**Past Record of Performance  
with LFUCG & Other Clients**

## 7.0 Past Record of Performance with LFUCG and Other Clients

### LFUCG Experience



We know LFUCG. The GRW team's familiarity with your project and with LFUCG overall is enhanced by our experience working with you on a variety of projects for the past 40+ years. Our working relationship has given us a thorough understanding of LFUCG's operating procedures and design requirements. We have worked with a broad cross section of LFUCG staff from several separate divisions. GRW's design staff is familiar with local codes, standards and procedures, and is able to accomplish high quality infrastructure planning and design projects that meet these standards.

Below is a list of many of the projects GRW has worked on with LFUCG over the years:

- West Hickman WWTP Administration Building Improvements & Expansion
- West Hickman WWTP Masonry Repair
- Efficiency Audit & Peer Review Study for West Hickman & Town Branch WWTPs
- Town Branch WWTP Fine Bubble Aeration Conversion
- Town Branch Wet Weather Flow Storage (22 MG) & Pumping (56 MGD) Facilities
- Town Branch WWTP Sludge Thickening
- East Hickman Wet Weather Flow Storage (4.0 MG) and Pumping Facilities (32.5 MGD)
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas
- Countywide GPS Monumentation (135 Monuments, 116 NGS Bluebook Monuments)







- Countywide Impervious Surface Mapping (to facilitate storm water runoff calculation).
- Derby Drive Stormwater Improvements
- Downtown 3D-Terrestrial Scanning Streetscape in Preparation for World Equestrian Games
- Downtown Collector Sewer Study
- Eastland Parkway-New Circle Road Intersection Improvements
- Elam Park Area Flood Mitigation
- Expansion Area 2A Watershed Pumping Station and Force Mains (**shown**)
- FEMA Flood Insurance Study for Lexington Fayette County – ( 2005, 1992)
- FEMA Map Modernization – Digital Flood Insurance Rate Maps (DFIRM)
- Fort Sumter Area Flood Mitigation
- Fourth Street connector study
- Idle Hour North Stormwater Improvements (**shown**)
- Liberty/Todds Road (KY 1927) Section 2
- Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station
- Man O' War Intersection Improvements
- Mapping and Digital Orthophotography covering all of Fayette County
- North Elkhorn Watershed Force Main and Pumping Station (19 MGD) (**shown**)
- NPDES Stormwater Permit, Phase I
- Phoenix Building and Police Headquarters Elevator System Repair and Upgrade
- Polo Club Boulevard Connection
- Red Mile Rd Bike Path Preliminary Engineering



- Rogers Road Area Flood Mitigation
- Rose Street Extension
- Sanitary Sewer Capability Study for Rural Service Area
- Sanitary Sewer System Rehabilitation
- South Elkhorn Trunk Sewers and Force Mains
- Stormwater Supplemental Project Implementation / Master Planning/Program Manager
- Tucson Drive Area Flood Mitigation

## Successful Cost and Schedule Control

GRW has used our Project Delivery and Management Tools to deliver projects on schedule and with very low change order ratios. A few examples which illustrate our accomplishments are shown below.

Table 8.1: Cost and Schedule Performance Examples				
Construction Cost Estimate	Awarded Bid and Final Construction Cost	Percent Change Bid/Final Construction	Cost Performance Comments	Schedule Comments
<b>Sanitation Dist. No. 1 Western Regional Water Reclamation Facility (4 MGD), Alexandria, KY</b>				
\$90,000,000	\$69,200,000 \$69,403,565	0.29%	Found conditions & unit price bid item adjustments	GRW met firm's design & construction schedule tasks
<b>Lexington North Elkhorn Watershed Force Main and Pumping Station, Lexington, KY</b>				
\$18,223,097	\$15,457,000 \$15,902,361	3.0%	Urban project area – significant unknown underground utilities locations & obstructions	GRW met firm's design & construction schedule tasks
<b>Paducah-McCracken JSA Perkins Creek Watershed Pump Station and Force Main, Paducah, KY</b>				
\$2,600,000	\$2,080,349 \$2,116,173	1.72%	Final quantities adjustment	GRW met firm's design & construction schedule tasks
<b>Paducah-McCracken County JSA 17 MGD Terrell Street CSO Pump Station Improvements, Paducah, KY</b>				
\$900,000	\$892,924 \$892,924	0%	N/A	GRW met firm's design & construction schedule tasks
<b>Louisville-Jefferson Co. Metropolitan Sewer District Northern Ditch Interceptor Project, Louisville, KY</b>				
\$14,700,000	\$10,390,000 \$10,353,000	(0.36%)	Project was bid and completed under the construction cost estimate	Design & construction completion comfortably met Consent Decree schedule
<b>Fairfield Wet Weather SSO Relief Project: Relief Sewers, 25 MGD Pumping Station, and EQ Basin, Fairfield, OH</b>				
\$9,000,000	\$9,127,944 \$9,151,000	0.25%	Found conditions & unit price bid item adjustments	GRW met its design & construction schedule tasks

**SECTION 8.0 | Degree of Local  
Employment**

## 8.0 Degree of Local Employment

GRW and our proposed subconsultant are committed to your project and immediately available to begin working with you on your project to successfully complete your project on schedule.

GRW's employees – including all those assigned to LFUCG's engineering design services for West Hickman WWTP Solids Processing Building Improvements Project – are located at its **Lexington, KY, headquarters**, 801 Corporate Drive across from Beaumont Centre. Our proposed **subconsultant has an office in Lexington, KY.**



**CORNERSTONE  
ENGINEERING INC**

Commitment | Excellence | Integrity

**Cornerstone  
Engineering, Inc.  
(CEI) (MBE)** is a

structural engineering and construction firm, founded in 2003, with offices in Louisville and **Lexington, KY**; Indianapolis, IN; and Cincinnati, OH. Cornerstone's principal, Mr. Chella Subram, serves as president of the Structural Engineers Association of Kentucky and has over 20 years of experience in the field of structural engineering. The firm employs a diverse group of experienced and focused Engineers, Designers, Drafters, Inspectors and Support Staff. Cornerstone has successfully completed assignments in a variety of public and private sectors. Within each of these fields, our services include design-build projects as well as design of new multi-story structures, assessment of existing structures, and repair and strengthening of existing facilities.

CEI has successfully completed multiple Louisville Water Company and MSD projects involving treatment plants, new pump stations, retrofitting of existing pump stations, CSO basins, as well as assessments of existing MSD facilities including new treatment plants, and modifications to existing treatment plants. A few sample projects:

- Louisville MSD – Morris Forman Decant Tanks Assessment & FRP Strengthening, (\$300,000)
- Louisville Water Company – North Coagulation Basins Repair (\$8 Million)
- Louisville MSD – Bells Lane Wet Weather Expansion & SWPS Modification (\$30 Million)

**APPENDIX | LFUCG Addendum, Forms  
& Required Documents**

## **Appendix: LFUCG Addenda, Forms and Required Documents**

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- LFUCG Addenda
- Firm Submitting Proposal Form
- Affidavit
- LFUCG MWDBE Participation Form
- LFUCG Statement of Good Faith Efforts?
- General Provisions
- Equal Opportunity Agreement
- Workforce Analysis Form
- GRW Affirmative Action Plan
- Copy of GRW Insurance Certificate

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #33-2019

Date: August 12, 2019

Subject: West Hickman Improvements

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Attached is Sludge information for West Hickman.  
Prebid Sign in.**

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: GRW

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: Bob [Signature]



Firm Submitting Proposal: GRW

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

Contact Name: Alan Bryan, PE Title: Project Manager

Telephone Number: 859-223-3999 Fax Number: 859-223-8917  
ext. 272

Email address: abryan@grwinc.com



**AFFIDAVIT**

Comes the Affiant, Bob Smallwood, PE, and after being first duly sworn, states under penalty of perjury as follows:

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

Bob Smallwood

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Bob Smallwood on this the 21st day  
of August, 2016.19

My Commission expires: 09-14-19

H. D. Dineen

NOTARY PUBLIC, STATE AT LARGE



**LFUCG MWDBE PARTICIPATION FORM**


**Bid/RFP/Quote Reference #** 33-2019 Engineering Design Services for West Hickman WWTP Solids Processing Building Improvements

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Cornerstone Engineering Chella Subram, PE, SECB 2302 Hurstbourne Village Dr. Ste. 1000, Louisville, KY 40299 502-493-2717   chella@cei.engineering.com	MBE	Structural Engineering	\$12,560	5.75%
2.		LFUCG's West Hickman WWTP Solids Process Improvements project is basically an equipment replacement project. Most of subcontracting opportunities typically available to MBE/DBE/WBE/VOSB firms are not available with this work. The engineering design effort is almost 100% heavy wastewater process equipment design and related heavy electrical/instrumentation design. The project includes no new structures, no architectural work, no site surveys, no geotechnical, no environmental work, no full-time resident inspection, etc.		
3.		The one (1) area for which we've been able to provide an MWDBE/VOSB assignment is for structural engineering, which has been subcontracted to Cornerstone Engineering. That subcontract work is expected to amount to \$12,560 - this represents 5.75% of the total		
4.		engineering effort.		

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

GRW  
**Company**  
8/21/2019  
**Date**

  
**Company Representative**  
Vice President  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 33-2019 Engineering Design Services for West Hickman  
WWTP Solids Processing Building Improvements**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

GRW

\_\_\_\_\_  
Company  
8/21/2019

Date



\_\_\_\_\_  
Company Representative  
Vice President

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

8/21/2019

Date

## 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.*

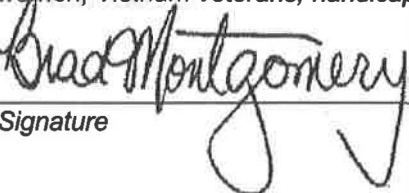
\*\*\*\*\*

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

GRW  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: GRW Engineers, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	24	1	21				2									1	23
Professionals	96	75	17		1					3						78	18
Superintendents																	
Supervisors																	
Foremen																	
Technicians	38	28	9							1						29	9
Protective Service																	
Para-Professionals	14	13	1													13	1
Office/Clerical																	
Skilled Craft	34	34														34	
Service/Maintenance																	
<b>Total:</b>	<b>206</b>	<b>151</b>	<b>48</b>		<b>1</b>		<b>2</b>			<b>4</b>						<b>155</b>	<b>51</b>

Prepared by: Gayla Szak, Human Resources Manager Date: 5/30 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*

## **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.

**GRW Engineers, Inc.**

**Lexington, KY**

**GRW Affirmative Action Programs**

**February 1, 2019 through January 31, 2020  
Plan Year**

**GRW Engineers, Inc.**

**Lexington, KY**

**Affirmative Action Program  
For Protected Veterans**

**February 1, 2019 through January 31, 2020  
Plan Year**

**GRW Engineers, Inc.**  
**Lexington, KY**

**AFFIRMATIVE ACTION PROGRAM  
FOR PROTECTED VETERANS**

**February 1, 2019 through January 31, 2020  
Plan Year**

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## **Introduction**

GRW Engineers, Inc. (GRW) sets forth this affirmative action program (“AAP”) for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

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

## **Equal Employment Opportunity Policy Statement**

### **41 C.F.R. § 60-300.44(a)**

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

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

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

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

GRW’s full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request at the location and during the hours that are posted at GRW’s establishment at GRW’s Human Resources Office.



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

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

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

Disabled Veteran means:

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

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

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

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

## **Review of Personnel Processes**

### **41 C.F.R. § 300.44(b)**

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

## **Physical and Mental Job Qualifications**

### **41 C.F.R. § 300.23 and 44(c)**

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

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

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

## **Reasonable Accommodation**

### **41 C.F.R. §60-300.44(d)**

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

## **Anti-Harassment Procedures**

### **41 C.F.R. § 60-300.44(e)**

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

## **External Dissemination of Policy, Outreach, and Positive Recruitment**

### **41 C.F.R. § 300.44(f)**

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

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

## **Assessment of External Outreach and Recruitment Efforts**

### **41 C.F.R. § 300.44(f)(3)**

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

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

## **Internal Dissemination of Policy**

### **41 C.F.R. § 60-300.44(g)**

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

## **Audit and Reporting System**

### **C.F.R. § 60-300.44(h)**

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

## **Responsibility for Implementation of the Plan**

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

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

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



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

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

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

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

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

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

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

## **2. Management Responsibilities**

### **41 C.F.R. § 60-300.44(i)**

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

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

## **Affirmative Action Training**

### **41 C.F.R. § 60-300.44(j)**

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

## **ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS**

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified veterans during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.51% self-identified as a protected veteran. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## **DATA COLLECTION ANALYSIS 41 C.F.R. § 60-300.44(k)**

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three (3) years:

1. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of protected veteran applicants hired; and
5. The total number of applicants hired.

**See Protected Veterans Three Year Data Collection**

## **BENCHMARKS FOR HIRING 41 C.F.R. § 60-300.45**

**Benchmark:** The purpose of establishing benchmarks is to create a quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans.

The benchmark is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

Hiring benchmarks are set by GRW on an annual basis. GRW documents the hiring benchmark it has established each year. GRW retains these records for a period of three (3) years.

**GRW Engineers, Inc.**

**Lexington, KY**

**Affirmative Action Program  
for  
Individuals with Disabilities**

**February 1, 2019 through January 31, 2020  
Plan Year**



## **CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL**

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

## **Introduction**

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program (“AAP”) for the year from February 1, 2019 through January 31, 2020, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

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

## **Equal Employment Opportunity Policy Statement**

### **41 C.F.R. § 60-741.44(a)**

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

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

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

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

GRW’s full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at GRW’s establishment at GRW’s Human Resources Office.

## **Review of Personnel Processes**

### **41 C.F.R. § 741.44(b)**

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

## **Review of Physical and Mental Job Qualifications**

### **41 C.F.R. § 60-741.44(c)**

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

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

## **Reasonable Accommodation to Physical and Mental Limitations**

### **41 C.F.R. § 60-741.44(d)**

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

## **Anti-Harassment Procedures**

### **41 C.F.R. § 60-741.44(e)**

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

## **External Dissemination of Policy, Outreach, and Positive Recruitment**

### **41 C.F.R. § 60-741.44(f)**

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

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

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

**Assessment of External Outreach and Recruitment Efforts**  
**41 C.F.R. § 60-741.44(f)(3)**

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

## **Internal Dissemination of Policy**

### **41 C.F.R. § 60-741.44(g)**

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



## **Audit and Reporting System**

### **41 C.F.R. § 60-741.44(h)**

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

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

## **Responsibility for Implementation of the Plan**

### **41 C.F.R. § 60-741.44(i)**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Affirmative Action Training**

#### **41 C.F.R. § 60-741.44(j)**

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

## **ASSESSMENT OF EXTERNAL OUTREACH AND RECRUITMENT EFFORTS**

**Assessment:** GRW evaluated the effectiveness of outreach and recruitment efforts for qualified individuals with disabilities during its prior AAP year. During that period, of the applicants who chose to complete the self-identification form, 4.34% self-identified as an individual with disability. As a result, GRW will continue to review and analyze its existing outreach efforts and commit to continue to identify viable partners throughout the year.

## **DATA COLLECTION ANALYSIS 41 C.F.R. § 60-741.44(k)**

GRW documents the following computations or comparisons pertaining to applicants and hires on an annual basis and maintains them for a period of three years:

1. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
2. The total number of job openings and total number of jobs filled;
3. The total number of applicants for all jobs;
4. The number of applicants with disabilities hired; and
5. The total number of applicants hired.

**See Individuals with Disabilities Three Year Data Collection**

## **UTILIZATION ANALYSIS 41 C.F.R. § 60-741.45**

**41 CFR § 60-741.45 Utilization goals.** The utilization goal is not a rigid and inflexible quota which must be met, nor is it considered either a ceiling or a floor for the employment of particular groups. These goals are not quotas.

**Goal:** OFCCP has currently established a utilization goal of 7 percent for employment of qualified individuals with disabilities for each job group in GRW's workforce.

**Purpose.** The purpose of the utilization goal is to establish a benchmark against which GRW measures the representation of individuals with disabilities within each job group in its workforce. The utilization goal serves as an equal employment opportunity objective that should be attainable by complying with all aspects of the affirmative action requirements of the applicable Section 503 regulations.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2019

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

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

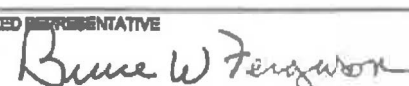
<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No): 502-244-1411 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER F: Global Aerospace, Inc</td> <td>22480</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Sentinel Insurance Company Ltd	11000	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Hartford Casualty Insurance Company	29424	INSURER F: Global Aerospace, Inc
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<b>INSURED</b> GRW Engineers Inc. GRW Aerial Surveys 801 Corporate Drive Lexington, KY 40503														

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

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

BASE LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	330UN2B9755	03/01/2019	03/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTALS OR BUSINESS (If a covered auto) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	330UN2B9755	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (If a covered auto) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	33RH0209558	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 OTHER: \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X	33WEIC7873	03/01/2019	03-01-2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability	X	DER9912461	03/01/2019	03/01/2020	Per Claim/Agg 5,000,000
E	Equipment - AVC		33M8ZL9179	03/01/2019	03/01/2020	Scheduled 2,860,959
F	Aviation Liability		900006317	03/01/2019	03/01/2020	Occurrence 1,000,000

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

<b>CERTIFICATE HOLDER</b> For Informational Purposes	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
WEST HICKMAN WWTP SOLIDS PROCESSING BUILDING IMPROVEMENTS  
AMENDMENT 1**

Task	Staff	Hours	Hourly Rate	Total Individual Cost	Total Task Cost
A. Design of Replacement Windows in Second Floor of Solids Processing Building. B. Design of a new enclosed Staff/Operator's Office Area wth Store Front Windows and Door. C. Design of HVAC, Lighting, and Electrical for Office Area	Project Manager	4.0	\$ 180.00	\$ 720.00	
	Electrical Engineer	28.0	\$ 160.00	\$ 4,480.00	
	Mechanical Engineer	28.0	\$ 140.00	\$ 3,920.00	
	Architect	40.0	\$ 140.00	\$ 5,600.00	
	CADD Designer	44.0	\$ 85.00	\$ 3,740.00	
	Clerical	4.0	\$ 60.00	\$ 240.00	
	Total				
A. Additional Construction Administration and Shop Drawing Review	Project Manager	6.0	\$ 180.00	\$ 1,080.00	
	Electrical Engineer	4.0	\$ 160.00	\$ 640.00	
	Mechanical Engineer	4.0	\$ 140.00	\$ 560.00	
	Architect	24.0	\$ 140.00	\$ 3,360.00	
	CADD Designer	0.0	\$ 85.00	\$ -	
	Clerical	8.0	\$ 60.00	\$ 480.00	
	Total				
<b>Total Cost</b>					<b>\$ 24,820.00</b>