

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of August 29, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and Hazen and Sawyer with offices located at 230 Lexington Green Circle, Suite 520, Lexington, Kentucky 40503 (“**CONSULTANT**”). **OWNER** intends to proceed with the Sanitary Sewer Remedial Measures Plan Program Management Consulting Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #25-2019 (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 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 #25-2019 (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 #25-2019).

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 #25-2019, **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 #25-2019, 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 issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.1.2. 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.



**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFP #25-2019**



## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2019 Sanitary Sewer Remedial Measures Plan Program Management Consulting Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 26, 2019**.

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

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

**RFP 25-2019 Sanitary Sewer Remedial Measures Plan Program Management Consulting Services**

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

### **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;



(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

#### KRS 45.640 Minimum skills

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

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

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

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

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

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

#### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

1. Overall Expertise of the Team Members in Project Category 15pts
2. Overall Expertise of the firm in Project Category. 10 pts
3. Past record and performance in the project category with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts
4. Project Manager Qualifications. 20 pts
5. Office status and location of employees of which degree of local employment is included, to be provided by the person or firm in the performance of the contract by the person or firm. 20 pts
6. Hourly Rates 15 pts

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

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

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

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

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

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_



**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

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

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

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

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

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

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

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

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

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

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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



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

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



### LFUCG MWDBE PARTICIPATION FORM

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

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

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

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

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

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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



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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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**SANITARY SEWER REMEDIAL MEASURES PLAN  
PROGRAM MANAGEMENT CONSULTING SERVICES  
DIVISION OF WATER QUALITY  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

LFUCG is seeking consulting services for the continued implementation of its Consent Decree driven Sanitary Sewer System Remedial Measures Plan (RMP). The United States Environmental Protection Agency (USEPA) and the Kentucky Energy and Environment Cabinet approved a schedule for implementation of the RMP in March 2016. LFUCG is required to implement the approved schedule as shown in Exhibit A and is seeking a Civil Engineering oriented consulting firm to provide a wide variety of services including:

- Overall supporting program management services for continued implementation of the RMP;
- Preliminary engineering analysis and reporting for select projects;
- Request for Proposal (RFP) and Request for Qualification (RFQ) drafting services intended for the procurement of project design firms;
- Project design, bidding and construction administration oversight of project design firms;
- Resident project inspection services for select projects;
- Quarterly and annual report preparations services as they pertain to the RMP projects listed in Exhibit A.

Other duties may be assigned as the overall schedule implement evolves. LFUCG is seeking a consulting services firm that can provide the technical and manpower resources necessary for successful implementation of the Plan, including meeting all future deadlines.

When defining the duties associated with this scope of services, the desired firm will be referred to as the RMP Program Management Consultant or the PMC. This is in the context of Exhibit A only. There are wastewater treatment plant components of the approved RMP schedule that are not part of this procurement and the PMC will not be responsible for those duties unless they are defined by a later, approved Change Order.

Proposers are responsible for being knowledgeable regarding Lexington's Consent Decree and all submittals associated with the decree. All relevant documents are available for review in the Public Document Repository:

[https://www.lexingtonky.gov/search?search\\_api\\_fulltext=Consent+Decree](https://www.lexingtonky.gov/search?search_api_fulltext=Consent+Decree)



## **Responsibilities of the Program Management Consultant (PMC)**

1. General Responsibilities of the PMC include supporting the LFUCG staff involved in the RMP implementation. These responsibilities include but are not limited to:
  - a. Assisting LFUCG in the compilation of RMP-related correspondence and documentation such as maps, memos, letters, reports, and other items as necessary.
  - b. The PMC shall, at the direction of LFUCG, prepare preliminary documents for selected RMP projects prior to the selection of a design consultant. Preliminary documents may consist of:
    - i. Design Alternative Optimization/Analysis (DAO/A) – some RMP projects are not clear beyond the conceptual point or a line drawn on a map. LFUCG may request a DAO/A for a single project or a group of projects that are clearly inter-related in their function. If developed, the DAO/A will become a key component of the Conceptual Design Technical Memorandum.
    - ii. Conceptual Design Technical Memorandum (CDTM) - At the direction of LFUCG's RMP Manager, the Program Management Consultant (PMC) will draft a CDTM which will be a component of the Request for Proposal (RFP) for Design Services for a particular project. The CDTM shall contain technical information and recommendations for design that will be used as the basis of preliminary design by the selected design consultant. LFUCG is responsible for selecting the design consultant, the PMC is responsible for drafting the RFP used to select the design consultant.
  - c. LFUCG has already developed RMP Standard Specifications and General Notes for all projects. The PMC is responsible for maintaining current versions of the RMP Standard Specifications and General Notes. These documents shall be updated at the request of LFUCG as necessary with updated copies provided in Word format to the LFUCG RMP Manager. Current, applicable sets of the Standard Specifications and General Notes should be distributed to each design consultant selected for RMP project design and bid services.
  - d. The PMC shall coordinate with LFUCG's Capacity Assurance Program (CAP) Consultant to ensure that CAP criteria for all RMP projects is met. This includes:
    - i. Obtaining 60% design plans from each design consultant and submitting them for CAP review to LFUCG's CAP Consultant. Coordinate the CAP review with the design consultant to insure that final design plans can be CAP approved by the CAP Consultant.

- ii. Obtaining base and peak flow information from the CAP Consultant to be used in developing/endorsing by-passing pumping plans for design projects.
  - iii. Participating in a quarterly CAP/RMP meeting intended to identify and correct gaps in RMP outcomes.
- e. LFUCG is limited in its available staff and needs the PMC to augment LFUCG's frequent staff shortages and turnover. The PMC must be capable of providing enough qualified employees, as approved by LFUCG, with sufficient capacity to manage each of the remedial measure projects listed in Exhibit A. Management services includes but is not limited to:
  - i. Maintaining project schedules and budgets;
  - ii. Coordinating with LFUCG employees, design consultants, resident project representatives (RPR), contractors, subcontractors, and regulatory agencies;
  - iii. Reviewing/approving invoices, payment applications, contractor submittals and other documentation as necessary;
  - iv. Serving as the RPR on select RMP projects.
- f. Assisting LFUCG in obtaining grants and/or loans for Exhibit A RMP projects by creating project profiles and preparing updated estimates of overall project costs.
- g. Quarterly / Annual Reporting – The Program Management Consultant is responsible for preparing and maintaining written, electronic summary reports for each remedial measures capital construction project listed in Exhibit A with the exception of wastewater treatment plant projects (Rows: Town Branch 11 and West Hickman 21 in Exhibit A). LFUCG will utilize these written, electronic summary reports in a variety of ways including:
  - i. Public information and outreach,
  - ii. Required Consent Decree reporting to USEPA / EEC. All reports must contain, at a minimum, relevant capital construction project information as required in Section X of LFUCG's Consent Decree.
- h. Coordinating meetings as necessary outside of design/construction progress meetings to ensure the success of the RMP implementation.
  - i. For any meetings that do not have a design consultant present, the Program Management Consultant (PMC) shall take notes, provide a written summary to LFUCG, and make modifications to the summaries as requested.
  - ii. Assist LFUCG with presentations for the public, administration, or others as required.
- i. Overall Project Schedule Maintenance

- i. As directed by the RMP Program Manager, the PMC is responsible for maintaining, updating and distributing the overall Sanitary Sewer System and WWTP Remedial Measures Plan implementation schedule. At a minimum, the PMC must review and update the milestones schedule contained in Table 1.2 of each Quarterly Report on a monthly basis.
    - ii. The PMC has primary responsibility for monitoring LFUCG's compliance with all milestones contained in the sub-schedule contained in Table 1.2 of each Quarterly Report. Any failure by the PMC to promptly notify LFUCG of a potential implementation schedule breach may result in LFUCG seeking damages from the PMC.
2. Assigned responsibilities of the PMC during the design phase of each remedial measure project include but are not limited to:
- a. The PMC, with direction from LFUCG, will be responsible for preparing the Request for Proposals/ Request for Qualifications / Scope of Services (RFP / RFQ / SS) documents for each capital construction remedial measure project.
  - b. The PMC and LFUCG will jointly be responsible for producing all associated documents referenced in the RFP / RFQ / SS documents.
  - c. LFUCG will be responsible for approving the content and format of each RFP / RFQ / SS document. LFUCG will also be responsible for advertisement of the RFP / RFQ / SS documents.
  - d. The Program Management Consultant (PMC) and LFUCG will jointly be responsible for:
    - i. Conducting pre-award conferences
    - ii. Reviewing proposals
    - iii. Fee negotiation
    - iv. Making award recommendations to the director for the Division of Water Quality and LFUCG administration / council officials.
  - e. Final award of design services contracts will be LFUCG's responsibility. The contractual relationship will be between LFUCG and the firm selected to complete the design services.
  - f. The PMC will act as LFUCG's representative in managing the design process in accordance with the project schedule, including:
    - i. Attending design progress meetings. It is LFUCG's expectation that the PMC limit their staff attendance to two (2) employees per progress meeting, unless otherwise directed by LFUCG. LFUCG shall attend all

monthly progress meetings to ensure consistency in methods, materials and equipment utilized in LFUCG's sanitary sewer system.

1. The design kickoff meeting will be run by the PMC. The PMC will generate the meeting summary for the project
  2. The design consultant shall run future meetings and will follow the form and format determined by LFUCG and the PMC.
- ii. Reviewing / approving project construction plans and specifications at 30%, 60% and 100% of design completion.
- iii. The PMC is responsible for design cost control and tracking for each design services contract. The PMC must prepare a quarterly executive summary listing each design contract associated with an active RMP project. The executive summary should, at a minimum, contain the design consultant's name, the project name and a summary of each approved task order assigned to that consultant (cost, scope, schedule, etc.). The executive summary must be distributed on a quarterly basis to the LFUCG RMP Manager and the Division of Water Quality Director.
- iv. As noted previously, LFUCG is limited in its available staff and needs the PMC to augment LFUCG's frequent staff shortages and turnover. The PMC must be capable of providing enough qualified employees, as approved by LFUCG, with sufficient capacity to manage each of the remedial measure projects listed in Exhibit A. Management services includes but is not limited to:
  1. Maintaining project schedules and budgets;
  2. Coordinating with LFUCG employees, design consultants, resident project representatives (RPR), contractors, subcontractors, and regulatory agencies;
  3. Reviewing/approving invoices, payment applications, contractor submittals and other documentation as necessary.
- v. The Program Management Consultant (PMC) is responsible for ensuring the design consultant provides a complete design, in accordance with the design services RFP, scope and contract, prior to initiating the bidding and construction phases of the project.
- vi. Advertisement of the completed design for construction is the joint responsibility of LFUCG, the design services consultant and the PMC. The PMC's primary responsibility will be to ensure that the remedial measures capital construction project stays on schedule.

3. Assigned responsibilities of the Program Management Consultant during construction of each remedial measure project include but are not limited to
- a. Contract award of a construction contract is the responsibility of LFUCG. The contractual relationship will be between LFUCG and the contractor selected to complete construction of the project. Contract administration including approval of shop drawings, attendance at progress meetings, processing change order(s) and processing pay requests will be the responsibility of the design services consultant; however, LFUCG may request the PMC supplement the design consultant's effort in order to maintain the project schedule and budget should the design consultant have poor performance. It is LFUCG's expectation that the PMC limit their staff attendance to two (2) employees per progress meeting, unless otherwise directed by LFUCG. Unless specified in the design services contract or otherwise directed in a separate PMC Task Order, LFUCG will be responsible for procuring all resident project representatives (RPR).
  - b. As noted previously, LFUCG is limited in its available staff and needs the PMC to augment LFUCG's frequent staff shortages and turnovers. The PMC must be capable of providing enough qualified employees, as approved by LFUCG, with sufficient capacity to manage each of the remedial measure projects listed in Exhibit A. Management services includes but is not limited to:
    - i. Maintaining project schedules and budgets;
    - ii. Coordinating with LFUCG employees, design consultants, resident project representatives (RPR), contractors, subcontractors, and regulatory agencies;
    - iii. Reviewing/approving invoices, payment applications, contractor submittals and other documentation as necessary;
    - iv. Serving as the RPR on select RMP projects.
  - c. The Program Management Consultant's (PMC) primary responsibility will be to monitor the remedial measures capital construction project schedule and notify LFUCG in the event of a potential schedule breach. A failure by the PMC to promptly notify LFUCG of a potential schedule breach may result in LFUCG seeking damages from the PMC.
  - d. Managing the overall project schedule for each remedial measure capital construction project. The PMC is ultimately responsible for ensuring that the USEPA / EEC approved Sanitary Sewer System and WWTP Remedial Measures Plan schedule is strictly adhered to. A failure by the PMC to promptly notify LFUCG of a potential schedule breach may result in LFUCG seeking damages from the PMC.
  - e. The PMC is also responsible in assisting LFUCG in construction cost control and tracking of RPR services contracts. The PMC must prepare a quarterly executive summary listing each construction contract associated with an active RMP

project. The executive summary should, at a minimum, contain the contractor's name, design consultant's name, the RPR firm's name, the project name and a summary of each approved task order and/or contract associated with each RMP contract (cost, scope, schedule, etc.). The executive summary can be combined with the summary requested above (design phase responsibilities item 2.f.iii) and must be distributed on a quarterly basis to the LFUCG RMP Manager and the Division of Water Quality Director.

- f. To further assist in the overall quality control of contract administration, LFUCG may request the following services under a separate PMC Task Order:
  - i. Site Visits / RPR advisory services
  - ii. Resident Project Representative (RPR) services
  - iii. Additional meetings due to issues during construction
  - iv. Design submittal reviews for value engineering evaluations
  - v. Provide recommendations for problems encountered during construction
  - vi. Negotiate Change Orders

### **Program Management Consultant (PMC) Selection Schedule**

The proposed timeline for this RFQ is outlined in the following schedule. This timeline may be adjusted. The Division of Water Quality shall arrange the exact time and location of meetings.

Proposals Due to Purchasing	June 27, 2019
Interviews (at discretion of LFUCG)	week of July 8, 2019
Meeting to Negotiate Contract	July 25, 2019
LFUCG Approval of Contract	by August 30, 2019

## Contractual Items

1. Contract Term - The contract term will be for 365 days as measured from the Mayor's signature date on the contract. There will be no more than two (2) annual renewals following the initial 365 day term. Renewals must be approved by the Urban County Council.
2. Hourly Rates
  - a. Because the scope of this work is so broad, all associated tasks will be assigned / approved by the LFUCG RMP Manager. Responders to this solicitation shall provide hourly rates for any and all employees expected to bill hours to any task.
  - b. There will be no escalation of rates for the duration of this contract.
  - c. Once a task order has been issued, there will be no adjustments to hourly rates under that task order, even if the completion of the task order extends beyond any 365 day contract period.
3. Identification of employees and job titles. Responders to this solicitation shall list the specific name of each employee expected to bill hours to any task and list the hourly rate for that employee. The listed hourly rate for each listed employee will prevail for the duration of this contract regardless any position title changes implemented by the proposer.
4. Expenses - Expenses incurred at the direction of LFUCG can be submitted for reimbursement. The PMC must obtain written approval from the LFUCG RMP Manager before performing any activity, making any purchase or entering into any agreement that the PMC considers reimbursable. Examples of reimbursable expenses are as follows:
  - a. Sub-consultant fees
  - b. Aerial Photogrammetry

The following expenses shall not be billed or reimbursed:

- a. Mileage
- b. Meals
- c. Per Diems
- d. Office supplies
- e. Printing

5. Method of Invoice and Payment - The Consultant may submit monthly invoices 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. The LFUCG RMP Manager shall respond to the invoice within thirty days, 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.

### **Miscellaneous Items**

1. All plans, specifications and accompanying documents are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality and the Division of Engineering. The PMC shall be responsible for ensuring that all design consultants incorporate comments and requirements into the contract documents prepared by the design consultant.
2. Any data collection or data transfers associated with this project shall be compatible with existing Geographic Information System parameters used by the Urban County Government. Access Data Base formats will be provided.
3. The data files associated with hydraulic analysis software shall be easily and readily edited and documented and configured to operate with ArcInfo and ArcView GIS.
4. The original file formats of any documents developed by the PMC associated with this contract shall be made available to LFUCG upon request.
5. Designated Contact Person for Questions Regarding this RFQ

Brian Marcum, Division of Central Purchasing  
200 East Main Street  
Lexington, KY 40507  
(859) 258 3320  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

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





**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**



**EXHIBIT C**

**Proposal of Engineering Services**

**and**

**Related Matters**

**EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**UNDER LFUCG AGREEMENT WITH HAZEN AND SAWYER FOR**  
**SANITARY SEWER REMEDIAL MEASURES PLAN PROGRAM MANAGEMENT**  
**CONSULTING SERVICES**

**CONSULTANT**

**OWNER**

		Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	_____
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	_____
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

See Attached
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**SCHEDULE OF WORK**

See Attached
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**FEE**

See Attached
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**ADDITIONAL PROVISIONS**

<p>Because this is a Commonwealth Environmental Project, <b>CONSULTANT</b> understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled <i>United States &amp; Commonwealth of Kentucky v. Lexington Fayette Urban County Government</i>, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "<b>CONSENT DECREE</b>"), a copy of which has been made available for review by the <b>CONSULTANT</b>, and which is incorporated herein by reference. The <b>CONSULTANT</b> further agrees that the services performed pursuant to this task order are necessary for the <b>OWNER</b> to meet the deadlines of the <b>CONSENT DECREE</b> and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the <b>CONSULTANT</b> under this task order:</p> <p>1. Time is of the essence in the performance of the work and services. <b>CONSULTANT</b> is aware that the <b>OWNER</b> is subject to penalties for non-compliance with the <b>CONSENT DECREE</b> deadlines.</p>
--

2. 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 Engineering Services 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.

3. 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.

**ACCEPTED BY:**

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

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

**AUTHORIZED BY:**

*Linda Gorton*  
\_\_\_\_\_  
Owner's Authorized Signature

*9-3-19*  
\_\_\_\_\_  
Date Signed

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

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# Hazen



Proposal For

## Sanitary Sewer Remedial Measures Plan Program Management Consulting Services

RFP #25-2019 | June 27, 2019



Hazen and Sawyer  
230 Lexington Green Circle, Suite 520  
Lexington, KY 40503 • 859.219.1126

June 27, 2019

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

**Re: Proposal for Sanitary Sewer Remedial Measures Program  
Management Consultant Services (RFP #25-2019)**

Dear Mr. Slatin:

Hazen and Sawyer (Hazen) is pleased to submit our Proposal for Sanitary Sewer Remedial Measures Program Management Consultant Services. Hazen is solely focused on water pollution control, providing safe drinking water, and stormwater management services; and is especially qualified in program management related services.

Hazen has significant experience managing this program for the last eight years, as well as programs for other communities with similar scope and complexity. We are retaining our experienced **Responsive Local Team** that has a history of successful Remedial Measures Plan (RMP) project implementation and a wealth of institutional knowledge. As DWQ's current program manager, we are highly knowledgeable about LFUCG's RMP and Consent Decree, and DWQ's infrastructure and staffing challenges.

I have served as LFUCG's Sanitary Sewer RMP Program Manager for the last 6 years and we are proposing that I continue to serve in this role for this project. Working closely with me will be Kurt Zehnder who served as the Assistant Project Manager for the last 2 years. Kurt will serve as the Project Implementation Manager providing direct oversight of all the individual RMP projects. **Both Jon and Kurt have worked successfully on the current program and have seamlessly assisted DWQ during two RMP Program Manager staff transitions.**

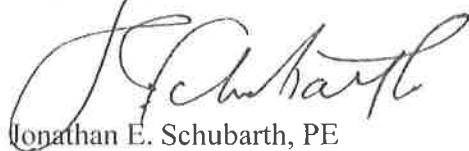
Our project management team will be supported by Hazen's deep bench of engineers that will augment DWQ staff and serve as project managers for the individual RMP projects. All Hazen's project managers have experience managing RMP projects and will continue to provide the highest quality project management services that DWQ has grown to expect. For this new phase of this program, Hazen has added two additional engineers to assist Hazen and DWQ staff on this program. These new Hazen team members are from local MWDBE firms and adding them to the team will help Hazen better meet LFUCG's MWDBE Participation Goals.

In order to achieve success on this next phase of the program, Hazen will focus on the following five broad objectives:

- **Protect the Schedule:** Hazen's team will focus on completing the projects that are currently behind schedule, proactively taking steps to accelerate the schedule for existing projects, and initiating new projects sooner in the schedule to allow more time for full implementation.
- **Optimize the Budget:** Hazen's focus will be to optimize the budget of every RMP project in order to continue to keep the overall program costs under budget.
- **Public and Regulatory Issues:** Hazen will continue to coordinate with the individual property owners affected by RMP construction activities and will continue to coordinate with state regulators with respect to individual project reviews and approvals.
- **Reporting and Tracking:** Hazen will continue to focus on the quarterly and annual reporting requirements associated with the Consent Decree and begin providing quarterly executive summaries for both design and construction activities. Additionally, Hazen is proposing to introduce improved project tracking via several visualization dashboards.
- **Quality Control:** Hazen will continue to focus on quality control measures which include 1) performing the DAO workshops prior to initiation of project design, 2) ensuring that each design consultant performs their own quality control reviews prior to every milestone submittal, and 3) conducting peer reviews at specific project milestones during design.

We very much appreciate the opportunity to present our Proposal to LFUCG for this project. As you review our Proposal, we hope that you will agree that Hazen's extensive experience on this program makes Hazen uniquely qualified to continue to serve DWQ with this critical Consent Decree Program.

Very truly yours,



Jonathan E. Schubarth, PE  
Associate Vice President

# Table of Contents

- 1 Firm Qualifications
- 2 Project Team
- 3 Past Performance
- 4 Project Approach
- 5 Local Office
- 6 Hourly Rates

## Appendix A

Resumes

## Appendix B

Affirmative Action Plan, Workforce Analysis, and MWDBE  
Participation

## Appendix C

Affidavit

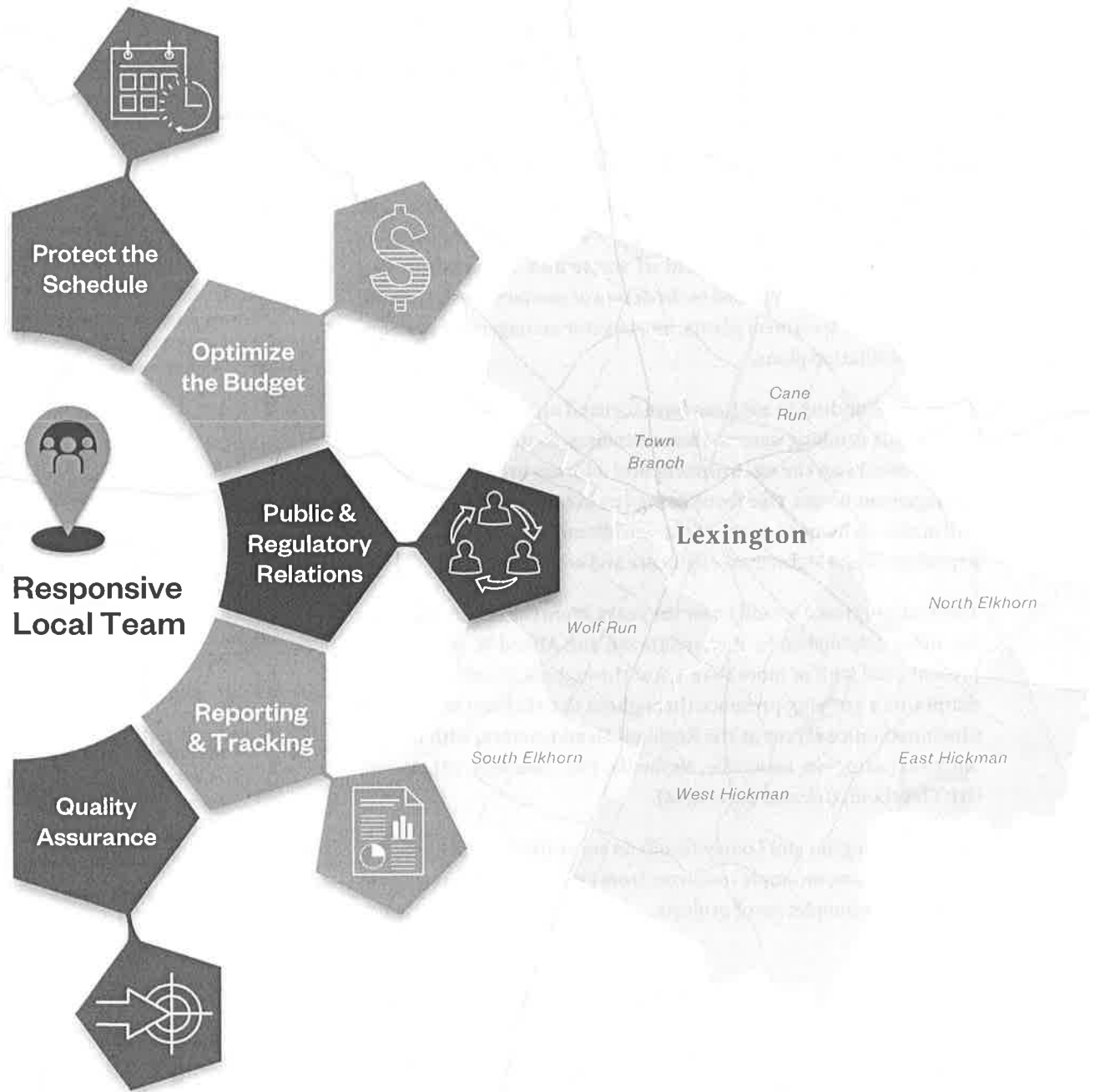
## Appendix D

Addenda

## Appendix E

General Provisions

# Section 1 | Firm Qualifications



## Section No. 1

# Firm Qualifications

*Hazen and Sawyer is a nationally-recognized environmental engineering firm, built on a strong foundation of technical and professional excellence. We provide the strength and depth of a national firm, along with the local presence and relationships that will make a difference to the successful outcome of DWQ’s Sanitary Sewer RMP.*

## Water Environment Specialists

Hazen has a staff of over 1,100 professional engineers, scientists, and support personnel who specialize in a wide range of engineering disciplines focused in the field of water and wastewater. Our professionals are experienced in the design of sanitary sewer systems, sanitary sewer treatment plants, stormwater management systems, and rehabilitation plans.

Since our founding in 1951, we have focused on helping our clients provide safe drinking water to their customers, control water pollution and its effects on the environment and address urban stormwater management issues. Our focus brings us extraordinary challenges and makes us home to many of the world’s most knowledgeable and experienced environmental engineers and scientists.

The firm has grown steadily over the years, from the original six-person office established by Richard Hazen and Alfred W. Sawyer to a present total staff of more than 1,100 throughout 50 offices. Hazen maintains a growing presence throughout the Midwest states. Our Cincinnati office serves as the Regional Headquarters, with branch offices in Lexington, Louisville, Nashville, TN; Columbus, OH, Akron, OH, Cleveland, OH; and Detroit, MI.

Hazen’s Lexington and Louisville offices serve the central Kentucky region, and draw on ample resources from all over the Midwest to aid in the timely completion of projects.



### All Things Water

*According to ENR, Hazen has continually ranked as one of the top firms devoted entirely to water and wastewater.*



### Industry Experts

*Known for providing top technical expertise, we maintain the industry’s largest research portfolio and help our clients make smart, forward-thinking decisions.*



### Trusted Advisors

*Our client engagement typically lasts decades, as we help a community keep pace with changing regulations, shifting populations, and advances in technologies.*

## Areas of Service



Stormwater



Water Resources



Conveyance



Drinking Water



Biosolids



Reuse



Wastewater



Environmental Planning



CSO

## Technical Capabilities

Hazen has maintained some of the industry’s leading expertise in wastewater collections, wet weather storage, and pump station design for nearly 70 years. We have completed hundreds of successful projects throughout the U.S. and abroad, often merging leading practices with the latest technologies. Many of the firm’s technical specialists in these areas are located in the offices directly serving the RMP program and are well-known to LFUCG staff.

## Program Management Proficiency

Hazen’s water focus and experience managing complex programs for some of the nation’s largest utilities has made us an industry leader in collections and wastewater infrastructure program management and capital planning implementation. Hazen is adept at managing all elements of large-scale capital improvement programs. The map below points out over 20 programs where we have served clients as program manager.

## Recent Hazen Program Management Projects







Through these programs, we have gained the specific tools and tactics to manage the scheduling, budgeting, and public outreach to facilitate successful program implementation. Our detailed reporting and tracking will create an advance roadmap of design, outreach, permitting, and funding milestones for both DWQ staff and other stakeholders. Further, we understand the heightened importance of scheduling and funding with compliance-driven programs, and are skilled at navigating these added challenges.

## History with LFUCG

We are proud to include LFUCG among our program management clients. Hazen has served as Program Manager of the RMP program for the past 8 years. Over this time, we have developed a strong working relationship with DWQ staff and gained a deep understanding of your program, infrastructure, and challenges.

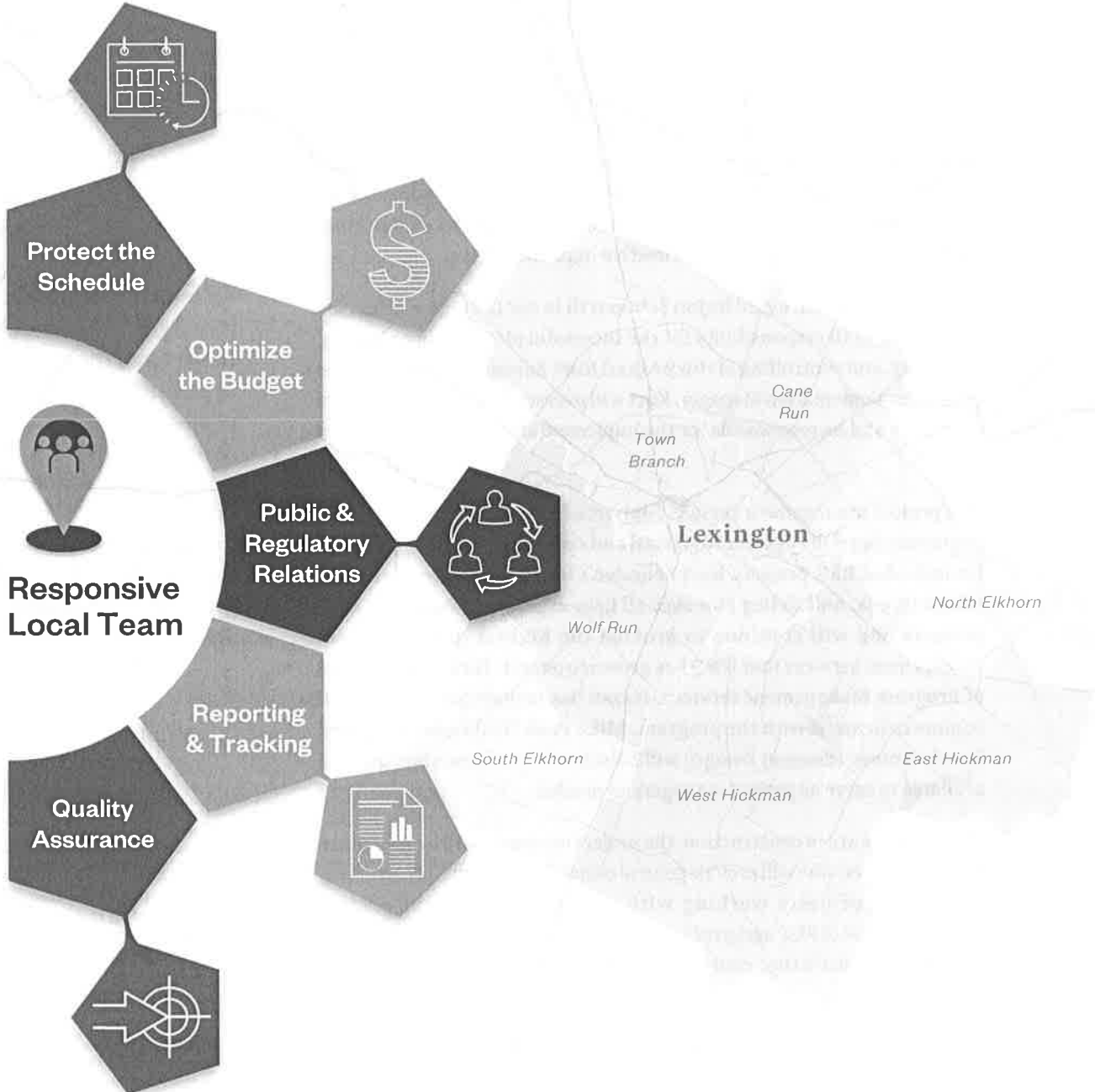
## Characteristics Required for Successful LFUCG Program Management

Our experience as RMP Program Manager has given us insight into the specific qualifications required to deliver a highly successful program to LFUCG. Our proposal highlights all of these skills, where we have overcome similar challenges before, and our plan for progress during the next era of the RMP.

RMP Requirement	Hazen's Strength	Where we Demonstrate This in the Proposal
 <p><b>Understanding the client's program, including its history and projects</b></p>	<p>Hazen's long, successful track record of work on LFUCG wastewater collections, wet weather storage, and pump station projects</p>	<p>Past Performance and Project Approach</p>
 <p><b>Technical capabilities to oversee the program and RMP projects</b></p>	<p>In-depth experience in both large-scale program management and the technical areas of RMP projects</p>	<p>Project Team</p>
 <p><b>Staff availability and commitment to the program</b></p>	<p>Our Lexington-based team has the capacity to be fully engaged on the RMP program, and has widespread support throughout the region and firm</p>	<p>Project Team and Local Office</p>
 <p><b>Experience with similar programs</b></p>	<p>Skills and tools to control project schedules, budgets, and communications to maintain efficient project implementation.</p>	<p>Firm Experience and Past Performance</p>



# Section 2 | Project Team



## Section No. 2

# Project Team

*Hazen’s experienced, highly responsive PMC team features a diversified staff to continue to meet all of LFUCG’s program goals. The Lexington-based team, known and trusted by DWQ’s RMP staff, is also supported by leading national wastewater collection system experts.*

Hazen’s proposed PMC team has extensive experience with DWQ’s current RMP program and associated RMP projects. This deep experience provides Hazen with unique insight into how DWQ operates and the level of quality and dedication expected by DWQ. For DWQ, this insight will translate into no learning curve for Hazen staff, and a continuation of our close partnership with DWQ and cost-effective implementation.

The Hazen team will be led by **Jon Schubarth** in our Lexington office. Jon will have overall responsibility for the successful planning, monitoring, reporting, and controlling of this project. **Kurt Zehnder** will serve as the Project Implementation Manager. Kurt will oversee the individual Project Managers and be responsible for the implementation of all RMP-related projects.

Our project management team is supported by Hazen’s deep bench of engineers that will augment DWQ staff and serve as Project Managers for the individual RMP projects. **Kurt Zehnder, Clay Johnson, Trey DeRoche, Ethan Hypes, and Kelley Florence** all have experience managing RMP projects and will continue to provide the highest quality project management services that DWQ has grown to expect. For this next phase of Program Management services, Hazen has included two additional engineers to assist with the program. **Mike Peak** (EHI Consulting) and **Derek Motsch** (Element Design) will bolster our local resources and are available to serve as project managers as needed.

Once projects are in construction, the project managers will be supported by **Roy Burgher**, who will provide general oversight during the construction of all RMP projects working with the various resident project representatives (RPRs) assigned to the projects. Hazen has also identified several individuals that could (if needed) serve as RPR on select RMP projects.

**Gary Haubner** will serve as the Project Director. Gary’s role will be to oversee the project’s management, uphold adequate quality control review, and ensure Hazen’s team has all the resources necessary to successfully deliver this program.



All individual project managers on Hazen’s team have the capacity to manage RMP projects, and will oversee individual design consultants to ensure integrated deliverable completion from project inception through construction and operation.

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Jon and Kurt’s experience and roles are further defined and summarized on the next page – Cohesive Project Management.

The organization chart for the Hazen team is included on page 3 of this section.

Further information on our Kentucky-based and nearby supplemental resources are detailed in Section 5: Local Office.

## Cohesive Project Management

### Project Management Approach



Jon Schubarth will serve as overall Project Manager for the PMC team. Jon has over 25 years of experience in both private sector consulting and public sector utility engineering. As a public sector utility manager, he managed, designed, and operated public water and wastewater systems including implementation of large capital improvement programs. As a consultant and for the last 6 years, Jon has served as the DWQ Sanitary Sewer Program Manager, Project Manager for DWQ’s RMP Implementation Program, and the Project Manager for DWQ’s Capacity, Management, Operations, and Maintenance (CMOM) Program.

As the Project Manager for the PMC team, Jon will continue to serve as the primary point of contact for DWQ’s RMP staff and oversee all RMP Programmatic Services. Specifically, Jon will oversee all RMP program scheduling, project tracking, and required Consent Decree Quarterly and Annual Reporting. Additionally, Jon will also oversee all conceptual designs for the individual RMP projects and the procurement of the design consultants who will provide detailed design and construction administration services for the individual projects.

Kurt Zehnder will work closely with Jon as the RMP’s Project Implementation Manager. Kurt has over 15 years of experience in the planning, design, and construction of wastewater projects including collector and interceptor sewers, pump stations, and wastewater treatment plants. Additionally, over the last 2 years Kurt served as the Assistant Project Manager for DWQ’s RMP Implementation Program and was an integral member of the design team for two of the largest RMP projects designed under the Program.

As Project Implementation Manager, Kurt will provide direct oversight on all individual RMP projects. As a part of the PMC team, Kurt will oversee all designs, peer reviews, and construction oversight for all individual RMP projects. Kurt will also be responsible for each Quarterly Executive Summary which tracks the scope, costs, and schedule of each design consultant and contractor for the RMP-related projects.

Having worked successfully on the current RMP Implementation Program for several years, Jon and Kurt have seamlessly supported DWQ during two RMP Program Manager staff transitions, and are well-suited and prepared to continue to serve DWQ with this critical Consent Decree program.

100-970



## Responsive Local Team

Hazen is offering the same responsive local team that has provided long-term consistency to DWQ's RMP implementation:

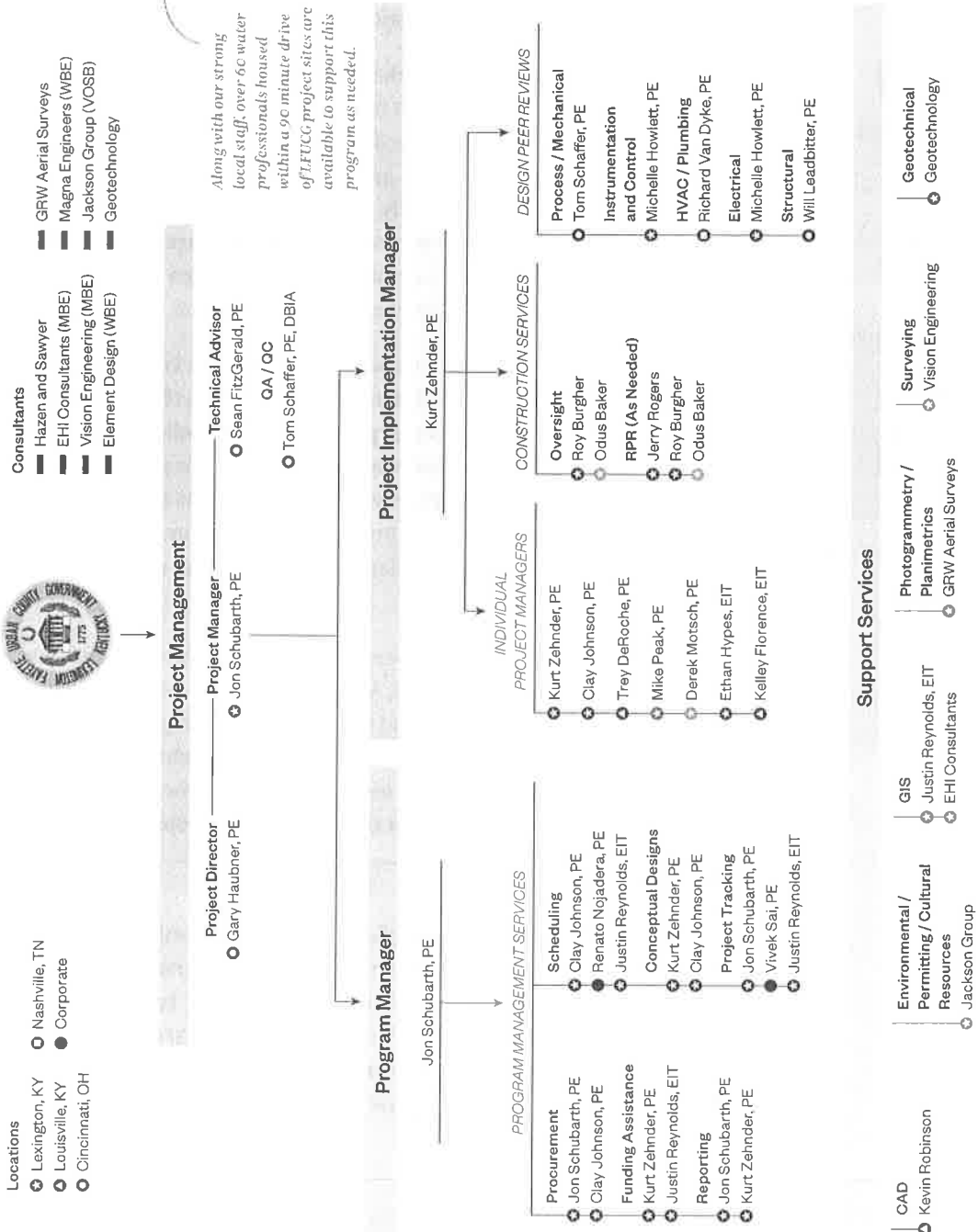
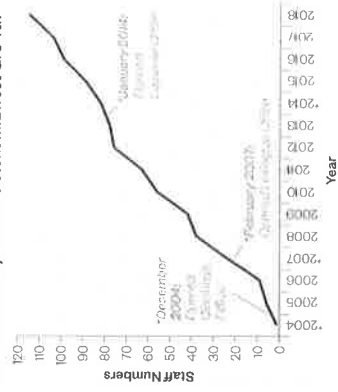
Hazen was the primary author of the three Sanitary Sewer System Assessment (SSSA) Final Reports and three wastewater system and WWTP Remedial Measures Plans (RMPs); therefore, has served DWQ with their RMP efforts since its inception almost nine years ago.

For the last eight years Hazen has served as DWQ's Program Management Consultant (PMC) assisting with the implementation of the RMP projects. Through that time, Hazen has supported DWQ during two RMP Program Manager staff transitions while maintaining program stability and without slowing the program down.

Hazen's growth in the Midwest Region has been consistent over our 15-year local history (see chart below). Our Kentucky growth follows a similar trend, demonstrating the firm's commitment to the development and advancement of the bluegrass region and providing additional expert resources to all our local clients.

Hazen regional staff, and the firm as a whole backs the PMC team in their commitment to continuing to serve DWQ to our full capacity.

Hazen and Sawyer's Consistent Midwest Growth



**Jon Schubarth, PE**  
PROJECT MANAGER



**Education**

MSEnvE, Georgia Institute of Technology, 1993

BSE, Georgia Institute of Technology, 1992

**Licenses/Certifications**

Professional Engineer: KY, NY

**Project Commitments**

- 45% LFUCG RMP
- 5% LFUCG Non-RMP
- 50% Non-LFUCG



*With over two decades of work dedicated to wastewater, collections, pumping, and capital planning work, Jon has been integral to Hazen's long-term delivery of high quality initiatives for DWQ.*

**Key Experience**

- Project Manager for several large LFUCG initiatives, including the previous Remedial Measures Plan Implementation Services, Program Management Services, and CMOM Implementation Services projects
- Managed numerous capital improvement planning and wastewater system operations projects for both Bowling Green and Winchester, KY
- Implemented capital plans for both Winchester and Warren County as public sector engineer

**Kurt Zehnder, PE**  
PROJECT IMPLEMENTATION MANAGER



**Education**

BSCE, University of Kentucky, 2003

**Licenses/Certifications**

Professional Engineer: KY, OH, IN

**Project Commitments**

- 50% LFUCG RMP
- 5% LFUCG Non-RMP
- 45% Non-LFUCG



*Kurt is an experienced project manager specializing in collection system planning and design. His design and construction work includes interceptor and collector sewers, wet weather storage, pumping, and treatment.*

**Key Experience**

- Previously managed over 10 projects for LFUCG's Remedial Measures Plan
- Served as Project Manager for the East Hickman Pump Station and Wet Weather Storage Tank
- Integral to the design and installation of equalization basins for the Wet Weather Flow Storage and Pumping Facilities in Lawrenceburg, KY, and at the Corbin, KY WWTP to control peak wet weather overflows

**Clay Johnson, PE**  
INDIVIDUAL PROJECT MANAGER



**Education**

BSCE, University of Kentucky, 2011

BA, University of Kentucky, 2009

**Licenses/Certifications**

Professional Engineer: KY, TN

**Project Commitments**

- 55% LFUCG RMP
- 5% LFUCG Non-RMP
- 40% Non-LFUCG



*Clay has successfully managed numerous projects, including several for LFUCG, in wastewater planning and design, stormwater management, and hydraulic and hydrological analysis.*

**Key Experience**

- Project Manager for 6 projects for LFUCG under the current Remedial Measures Plan Program
- Managed rehabilitation through construction in Holly Hills and Meadowview neighborhoods in Frankfort, KY
- Provided design and construction oversight for the new Nicholasville, KY Interconnect Pump Station
- Performed construction engineering for chemical feed building improvements for Kentucky American Water

## Trey DeRoche, PE

INDIVIDUAL PROJECT MANAGER



### Education

MSC/EnvE, University of Louisville, 2011

BSCOE, University of Louisville, 2010

### Licenses/Certifications

Professional Engineer: KY

### Project Commitments

- 10% LFUCG RMP
- 5% LFUCG Non-RMP
- 85% Non-LFUCG



*Trey brings specialized project expertise and management experience in conveyance system analysis and design for capital improvements.*

### Key Experience

- Project Manager for UK Trunks C, D, and E for LFUCG under the current Remedial Measures Plan Program
- Task Manager for Combined Sewer Overflow Modifications, and designed the new Lexington and Payne CSO Interceptor for Louisville (KY) MSD
- Lead engineer for the relocation of LFUCG's Hartland Trunk Sewer Interceptor
- Managed several projects for Louisville Water Company

## Derek Motsch, PE

INDIVIDUAL PROJECT MANAGER



### Education

BSOE, University of Kentucky, 2004

BA, Asbury University, 2002

### Licenses/Certifications

Professional Engineer: KY

### Project Commitments

- 10% LFUCG RMP
- 5% LFUCG Non-RMP
- 85% Non-LFUCG



*Derek brings a wide array of experience and expertise to the team, with a history of successfully managing wastewater treatment and collection projects.*

### Key Experience

- Extensive experience with the successful design and management of wastewater treatment and collection projects
- Performed work through the Lexington area on a wide array of public improvement projects
- Experience in the design of water storage tanks throughout the state of Kentucky

## Mike Peak, PE

INDIVIDUAL PROJECT MANAGER



### Education

MSCE, University of Louisville, 2005

BSCOE, University of Louisville, 2004

### Licenses/Certifications

Professional Engineer: KY

NASSCO Pipeline Certification

### Project Commitments

- 10% LFUCG RMP
- 10% LFUCG Non-RMP
- 80% Non-LFUCG



*Mike is an expert in roadway construction and site design, and will provide analysis related to drainage and culverts, maintenance of traffic, and right of way plans.*

### Key Experience

- Completed a site assessment and feasibility study for New Salt Barn, LFUCG
- Supported efforts for a long-term development and improvements plan for the Louisville International Airport
- Provided design for the Town Branch Greenway multi-use trail in downtown Lexington
- Design services for new building and renovations for a new distillery in downtown Louisville

## Ethan Hypes, EIT

INDIVIDUAL PROJECT MANAGER



3  
Years

### Education

BSEnVE, North Carolina State University, 2016

### Licenses/Certifications

Engineer-In-Training: KY

### Project Commitments

- 20% LFUCG RMP
- 5% LFUCG Non-RMP
- 75% Non-LFUCG



*Ethan is a valuable member of Hazen's hydraulic modeling group, and has completed numerous projects in wastewater collections.*

### Key Experience

- Project Manager for 3 projects under LFUCG's Remedial Measures Plan
- As Project engineer, providing watershed planning support to SD1 of N. KY through various hydraulic modeling tasks
- Project engineer for as-needed modeling for Jefferson County (AL) including capacity assessment and development of remedial measures plan projects
- Assisted in the modeling and detailed design, as well as KIA SRF environmental review process for the Glens Creek Interceptor, Frankfort, KY

## Kelley Florence, EIT

INDIVIDUAL PROJECT MANAGER



3  
Years

### Education

BSCE, Virginia Tech, 2016

### Licenses/Certifications

Engineer-In-Training: KY

### Project Commitments

- 15% LFUCG RMP
- 0% LFUCG Non-RMP
- 85% Non-LFUCG



*Much of Kelley's water and wastewater planning, design, and construction experience has been in conveyance design related to EPA consent decrees.*

### Key Experience

- Project Manager for Sharon Village Pump Station project for LFUCG under the current Remedial Measures Plan Program
- Performed process modeling and sampling at the West Hickman WWTP
- Design engineer for the new Lexington and Payne CSO Interceptor and the Downtown CSO Interceptor for Louisville MSD
- Project engineer on several wastewater infrastructure improvement projects for the Frankfort Sewer Department

## Roy Burgher

CONSTRUCTION OVERSIGHT



41  
Years

### Licenses/Certifications

Previous licenses and certifications (now inactive) earned include:

- Water Distribution Class III
- Landfill Operator; Landfill Manager
- Compost Operator
- American Concrete Institute
- Technician Grade I

### Project Commitments

- 100% LFUCG RMP
- 0% LFUCG Non-RMP
- 0% Non-LFUCG



*Roy is an operations expert, with over four decades spent advising and managing maintenance, planning, and design work for municipal utilities.*

### Key Experience

- Project Manager / RPR for LFUCG's CMOM Implementation Services
- Resident Project Representative for Strodes Creek WWTP Improvements, Winchester, KY
- Operations and maintenance advisor for numerous water and wastewater treatment plants and pump stations throughout the Lexington area
- Provides constructibility reviews and oversees all construction activities of Remedial Measures Plan projects



elementdesign



## MWDBE Involvement

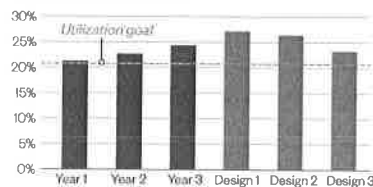
Hazen is committed to providing properly skilled technical staff for every project and every role. **We are also committed to meeting LFUCG’s MWDBE participation goals by including select DBE and Veteran-owned Small Business (VOSB) firms on our PMC team.** As with the past and current DWQ projects, our MWDBE subcontractors will contribute to critical elements of this project. Hazen strives to help our partners build capacity and to assist them in developing staff resources through work on our projects. For this program, Hazen will be supported by:

- EHI Consulting (MBE): Additional staff augmentation to meet the needs of DWQ. EHI will also support the PMC team with GIS services as needed.
- Element Design (WBE): Additional staff augmentation to meet the needs of DWQ.
- Magna Engineers (WBE): Peer reviews of electrical, instrumentation, and controls designs associated with RMP projects.
- Vision Engineering (MBE): Surveying, construction oversight, and construction inspection services as needed.
- Jackson Group (VOSB): Environmental and/or permitting assistance.

Hazen has a strong track record in meeting MWDBE goals with LFUCG and other Hazen clients throughout the region. Examples include:

- Louisville MSD
- Cincinnati – GCWW and MSDGC
- Northeast Ohio Regional Sewer District (NEORS)
- Columbus, Ohio Division of Sewerage and Drainage

Small Business Utilization



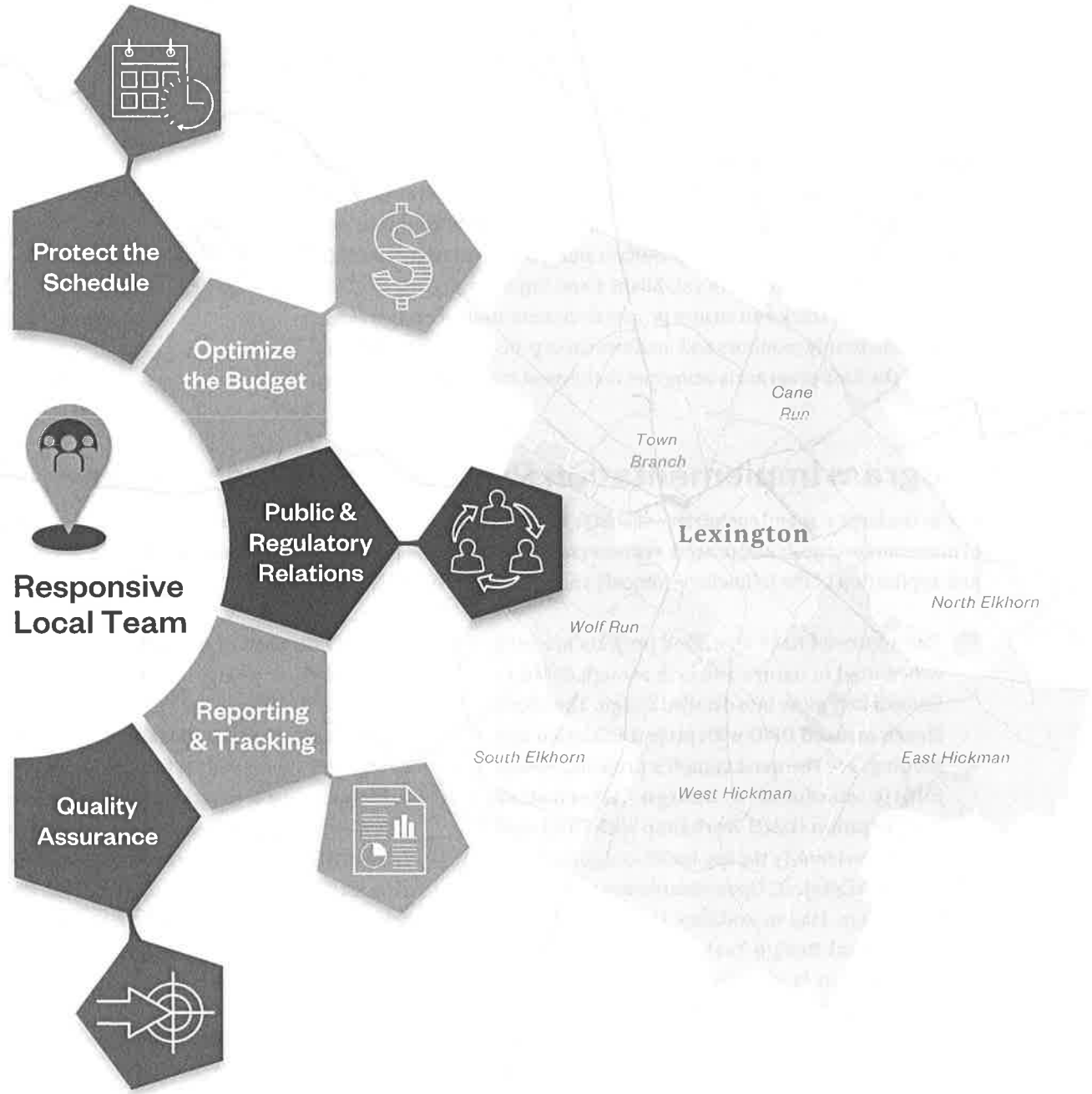
Hazen strives to exceed SBE utilization goals, such as this example of long-term partnerships with our subconsultants over multiple years and projects for Louisville MSD.

## Project-Specific Diversity Business Development Plan

In support of LFUCG’s MWDBE Program, Hazen will team with the above firms to provide the services listed. Our Project Manager, Jon Schubarth, will be responsible for implementation of the Diversity Business Development Plan. Where appropriate, and through effective project management and frequent communication, Jon will involve our MWDBE partners in key project decisions, client meetings, and discussions. Throughout the project, Hazen will continue to evaluate further opportunities to expand our partner’s roles.



# Section 3 | Past Performance



### Section No. 3

## Past Performance

*Hazen has extensive experience providing PMC Services throughout the firm. For LFUCG, Hazen has served as DWQ’s RMP PMC for the last 8 years. Over that time, Hazen, in conjunction with DWQ RMP staff, has seen many accomplishments on which we can build future success, as well as challenges that we can address and improve in the future.*

The Hazen team has extensive experience with DWQ’s RMP and has proven success in Program Management, Design Management, and Construction Oversight; with an emphasis on designs that optimize operating cost and capital expenditures. Numerous protocols and procedures related to RMP project implementation were established and implemented on all DWQ RMP projects to track and ensure proper documentation of each project. Hazen consistently monitors and modifies these procedures to ensure the intent of the RMP program is being met in the most cost-effective manner.

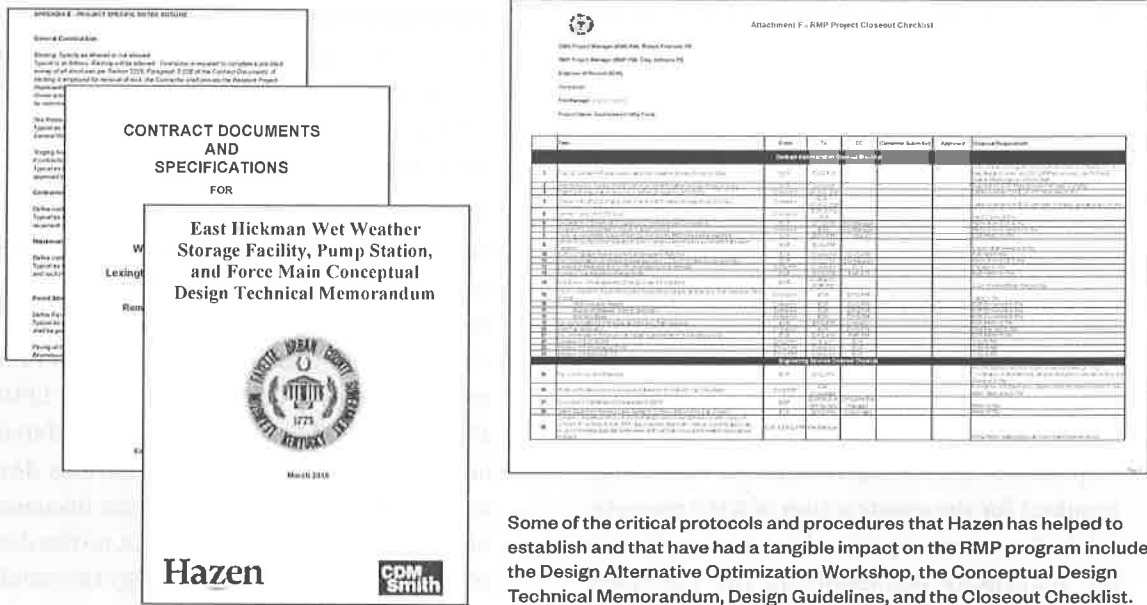


## Program Implementation Protocols and Procedures

Due to the large size and complexity of DWQ’s RMP capital improvement plan, Hazen assisted in the development of numerous protocols and procedures necessary for program facilitation. Hazen contributed to the development and application of the following protocols and procedures for all RMP projects.

- ✔ The approved RMP identified projects are very conceptual in nature and lack enough detail to immediately move into detailed design. Therefore, Hazen assisted DWQ with project initiation and scoping. For the most complex projects, Hazen jointly conducts a **Design Alternative Optimization (DAO) Workshop** with DWQ staff in order to identify the key issues and goals for an individual project. Upon completion of the DAO Workshop, Hazen codifies the findings in a **Conceptual Design Technical Memorandum (CDTM)** that is included in each Request for Proposal (RFP) and distributed to the various design consultants as a scope of work on which to base their proposals. This detailed project scoping ensures that the individual designs will meet the original intent identified in the approved RMP.
- ✔ Prior to initiation of any wet weather storage (WWS) tank or pump station designs, Hazen developed “Guidance for Design – Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures” – commonly referred to as the **Design Guidelines**. These design guidelines are used by design consultants to prepare Contract Documents for all WWS facilities and pump stations associated with the DWQ’s RMP projects. The design guidelines ensure operational consistency for the RMP projects.

- ✓ During the design phase of each RMP project, Hazen provides **Peer Reviews** of the design consultant designs at various project milestones. These reviews ensure DWQ is receiving Contract Documents that meet their expected quality and the original intent of the project is being captured. Ensuring quality in the Contract Documents has proven to produce lower construction bids, fewer bidding questions and addenda during bidding, and fewer construction change orders during construction.
- ✓ Hazen assisted DWQ with the **Easement Acquisition Protocol** needed to provide consistent acquisition and documentation of easements required for the construction of RMP projects. While this easement protocol has proven effective for accurately documenting the easement acquisition process, this process has not proven effective for acquiring the needed easements in a timely fashion. Hazen is currently working with DWQ to refine the easement acquisition process in order to expedite easement procurement.
- ✓ Hazen developed a detailed and comprehensive **Project Closeout Checklist** that identifies 43 individual tasks that must be completed to properly closeout an RMP project after construction with DWQ and the Kentucky Infrastructure Authority (KIA) (as needed). In order to properly document the project, and ensure proper “hand-off” to DWQ’s operations staff, the closeout checklist includes all items necessary to be completed by the contractor, the design consultant, and DWQ RMP staff. Hazen continues to update and refine this closeout checklist to ensure a consistent and proper project closeout.
- ✓ Hazen developed two plan sheets of **General Notes** that are applicable for all RMP projects. These general notes cover general construction related items that DWQ desires to see completed for every RMP project. Additionally, Hazen developed an **Outline for Project Specific Notes** used by the design consultant for each RMP project. This outline ensures that the designs of each RMP project address numerous project specific issues that have been experienced during the implementation of previous RMP projects. These general notes and project specific notes outline are updated as needed and distributed to the various design consultants for use or inclusion in their Contract Documents.
- ✓ Hazen developed **Standard Specifications** for use in all RMP projects. Separate standard specifications were developed for line projects and WWS tank and pump station projects, as well as separate front-end documents for KIA funded projects and projects funded solely by LFUCG. These standard specifications are updated as needed and distributed to the various design consultants for use in their Contract Documents. Although created for RMP projects, no two design consultants are required to modify the standard specification for their project.
- ✓ Hazen developed the protocol for all trenchless construction that are a part of any RMP Project. Depending on the specific location, this **Tunneling Protocol** includes up to six standard specification sections based on tunneling method and specifies up to three phases of potential geotechnical investigation that are needed to identify the most cost efficient and practical tunneling method for each site-specific location. The tunneling protocol is distributed to each design consultant for use during detailed design.
- ✓ Hazen assisted in the development of **General Plan Format Guidance Document** which identifies the software requirements, sheet layouts, and the general form and format of the design plans for RMP projects. This document is distributed to each design consultant and required to be followed during preparation of their Contract Documents and is another way Hazen strives to ensure consistency on the RMP projects.



Some of the critical protocols and procedures that Hazen has helped to establish and that have had a tangible impact on the RMP program include the Design Alternative Optimization Workshop, the Conceptual Design Technical Memorandum, Design Guidelines, and the Closeout Checklist.

## Cost Controls

During the initial development of the RMP it was assumed that DWQ would utilize below-grade cast-in-place concrete tanks to meet their WWS requirements. However, early in the RMP implementation phase, Hazen and the DWQ staff evaluated the various types of WWS tanks in order to determine the best tank type for DWQ. This evaluation considered initial WWS tank cost, ease of tank operation, long-term cost of tank maintenance, and speed of tank construction.

It was ultimately determined that above-ground prestressed concrete tanks were the most cost effective and easy to maintain tanks that could be constructed relatively quickly. To date, approximately 57 million gallons of WWS has been constructed and placed into service. Due to the cost effectiveness of these type of tanks, it is anticipated that DWQ has saved approximately \$1 per gallon of WWS capacity over what was budgeted. With another 32 million gallons WWS capacity under construction, DWQ is likely to see an additional \$32,000,000 in savings in the coming years.

Additionally, though harder to quantify, cost savings have been realized due to the detailed peer reviews that have been conducted by Hazen for each RMP project. These peer reviews have resulted in better overall Contract Documents, more competitive bids, and fewer change orders. However, these peer reviews are no substitute for internal quality control procedures completed by each design consultant.



To date, it is projected that DWQ has saved approximately \$57,000,000 based on the original cost estimates in the RMP.



## Quality Control Measures

Hazen, in conjunction with the DWQ staff, has implemented strict quality control measures for all RMP projects. These quality control measures include 1) performing the DAO workshops prior to initiation of project design, 2) ensuring that each design consultant performs their own quality control reviews prior to every milestone submittal, and 3) conducting peer reviews at specific project milestones during design. Due to these quality control measures, the overall quality of the Contract Documents for the RMP projects is enhanced.



## Reporting

As the current PMC for DWQ's RMP program, Hazen has completed all Quarterly and Annual Reporting required by LFUCG's Consent Decree. The quarterly reporting not only includes the RMP projects that are related to the collection system, but each quarter Hazen meets with DWQ staff that are implementing RMP-related wastewater treatment plant (WWTP) projects. Quarterly, Hazen solicits the status of the implementation of the WWTP projects and incorporates them with the status of the collection system projects.

Additionally, Hazen coordinates the required RMP portions of the Consent Decree annual report. Like the quarterly report, Hazen solicits input on the WWTP projects and incorporates the status of all RMP projects into the annual report.



We recognize the constraints on the schedule from resources and complexity of construction in congested areas and are reviewing alternate delivery strategies to expedite and accelerate project delivery.

## Schedule Compliance

The original RMP developed an overall schedule laying out deadlines for design and construction for each RMP project – collection system, WWS, pump station, and WWTP-related. Since the completion of the original RMP schedule, Hazen has assisted DWQ with maintenance of this schedule and adjusted it several times based on approved material changes.

During the initial phase of implementation Hazen worked with the DWQ staff to plan; initiate; oversee the design, bidding, and construction; and properly reporting and close out of each RMP project.

In 2018 it became apparent that numerous project deadlines were not going to be met by the end of 2018. The reasons for the schedule lapses include challenges with both property and easement acquisitions; unprecedented wet weather; and simply not allowing adequate time to fully implement the project from project initiation to full project operation. In the **Project Approach** section we will summarize how Hazen and DWQ staff have initiated plans to counteract these schedule issues.

# Similar Work

As highlighted in **Section 1: Firm Qualifications**, Hazen has extensive experience providing PMC services throughout the firm. Additionally, Hazen has had the opportunity to work on numerous capital program implementation projects for our clients. More specifically, the Hazen team being proposed to DWQ is the same team, with minor improvements, as the team that has been helping DWQ with RMP Implementation since the beginning of this program.

Our corporate, regional, and local experience with Program Management is featured in the table below and on the subsequent pages of similar projects. **We have featured five relevant projects that illustrate Hazen’s Program Management capabilities, state-of-the-art scheduling and tracking tools, and ability to provide tangible guidance to our clients.** The following projects are described more fully on the following pages and represent the Program Management experience of Hazen.

Hazen invites DWQ to contact our references included in the following project descriptions and to review the identified Key Features Hazen accomplished for each client’s project. The table below highlights the relevant features between our similar projects and DWQ’s RMP PMC Services project.

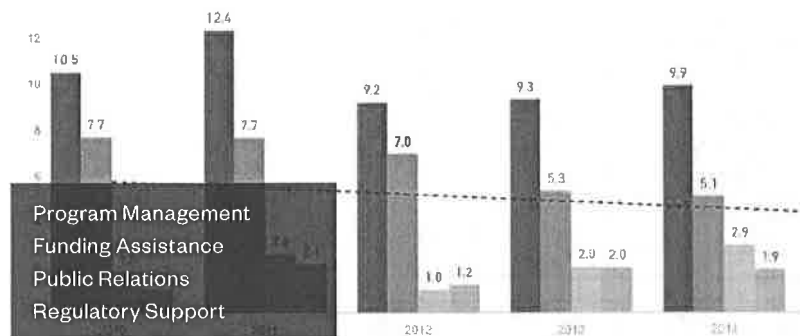


Project	Relevance to DWQ’s RMP Implementation
<b>Sanitary Sewer Program Management Services</b> <i>Jefferson County, AL</i>	<ul style="list-style-type: none"> <li>• Consent Decree</li> <li>• Scheduling</li> <li>• Staff Augmentation</li> <li>• Tracking Program Metrics</li> <li>• Regulatory Coordination</li> <li>• Design Peer Reviews</li> </ul>
<b>Project Management and Staff Augmentation</b> <i>Baltimore, MD</i>	<ul style="list-style-type: none"> <li>• Scheduling</li> <li>• Staff Augmentation</li> </ul>
<b>SD1 Consent Decree Compliance Support</b> <i>Ft. Wright, KY</i>	<ul style="list-style-type: none"> <li>• Consent Decree</li> <li>• Regulatory Coordination</li> <li>• Scheduling</li> <li>• Reporting</li> <li>• Staff Augmentation</li> </ul>
<b>Consent Order Program Management</b> <i>Ft. Lauderdale, FL</i>	<ul style="list-style-type: none"> <li>• Consent Order with Strict Schedules</li> <li>• Staff Augmentation</li> <li>• Scheduling</li> <li>• Regulatory Coordination and Reporting</li> <li>• Reporting and Tracking</li> </ul>
<b>Remedial Measures Plan Implementation</b> <i>Lexington, KY</i>	<ul style="list-style-type: none"> <li>• Initial phase of this Proposal</li> </ul>

10/26/17

# Sanitary Sewer Asset/Program Management Services

## JEFFERSON COUNTY, AL



Since 2012, Hazen has served as Jefferson County’s sewer asset and Program Management team with the overall focus of reducing sanitary sewer overflows.

Jefferson County Environmental Services Department (JCESD) owns and operates 3,137 miles of sanitary sewer lines, 174 pump stations, and 81,000 manholes as part of their collection system.

Based on a successful asset management strategy and program development, Hazen’s role expanded in 2014 to full implementation, including comprehensive program management services. Hazen’s services include continued identification and prioritization of projects to eliminate sanitary sewer overflows, regulatory compliance and reporting, hydraulic modeling, management of more than 15 other consulting firms, construction management and inspection, development and implementation of a CMOM program, training of County staff, and program controls.

Hazen developed a master schedule using Oracle P6 for all capital projects. Hazen also developed dashboards to track sewer inspection and cleaning, and to provide data related to overflow locations and causes. These tools have helped to streamline the overall program.

### Recent accomplishments as the Program Manager include:

- Managed 20 subconsultants for the design and construction inspection of sewer improvement projects and provided assistance with managing consultants contracted directly with the County
- Acted as Department technical resources for engineering issues
- Helped develop Key Performance Indicators (KPIs) to help set goals and track progress
- Developed Program dashboard to quickly show program metrics and KPIs
- Developing and implementing priority remedial measures that have significantly reduced SSOs

### Key Team Members

Steve King, PE  
Program Manager

Sean FitzGerald, PE  
Technical Lead

Renato Nojadera  
Project Controls / Master Scheduler

Vivek Sai  
Project Engineer

### Project Profile

Design Completion:  
Ongoing through December 2020

Construction Completion:  
Ongoing through December 2020

Project Cost: \$368M

### Reference

Daniel White, PE  
Deputy Director of  
Environmental Services  
JCESD  
(205) 214-8610  
whited@jccal.org

### Hazen: Delivering Core Objectives for JCESD



Developed prioritized remedial measures

Cash flow tracking linked to master schedule



Implemented CAP tool to aid in review of development capacity requests

Developed KPIs, dashboard to set goals and track progress



Prepared 18 SOPs, training for O&M and construction crews

# Program Management Services and Staff Augmentation for the City's Water Utilities Program BALTIMORE, MD



Program Management  
In-house Designs  
Rapid Deployment of Staff  
Training of City Staff

## Key Team Members

Michael Marsjanik  
*Program Director*

Renato Nojadera  
*On-Site Program Manager*

## Project Profile

Program Completion: Aug. 2018

Project Cost: \$4.6M

## Reference

Hernan Guadalupe  
Engineer II  
Baltimore City DPW  
(410) 396-8198  
HernanGuadalupe@  
baltimorecity.gov

As the Program Manager for the Water Main Replacement/ Rehabilitation Program, Hazen and Sawyer is proud to have assisted the City in meeting the annual water main renewal goals and training of City Staff.

Since September 2015, Hazen has provided staff to support multiple projects within the City's Capital Improvements Program (CIP). Project scopes typically consisted of rehabilitation and/or replacement of existing water mains ranging from 3- to 20-inch in diameter, replacement of various sized valves and fire hydrants, renewal of existing water services, meter vault replacement, temporary bypass piping, sidewalk restoration, curb and gutter, and paving restoration.

To assist in the implementation of capital projects, Hazen provided on-site project managers, design reviewers, in-house CADD/designers, and field construction inspectors. Project Managers worked closely with City staff in managing schedules, cost and quality of ongoing capital projects. Roles included development of scope, tracking performance and schedule, communications and progress meetings with design consultants contracted separately with the City, coordination of agency comments of design deliverables and coordination with the City's Office of Asset Management. Hazen also provided technical review services for all design deliverables. Hazen senior engineers provided detailed, focused review comments, typically for all elements of each design deliverable from 30% design to final bid-ready documents. Hazen managed and/or performed technical design reviews for over 30 deliverables.

In addition to staff augmentation under this program, Hazen provided construction services in support of the Advanced Metering Infrastructure and Water Meter System Installation projects city-wide, as well as other water capital projects. Hazen provided an inspector for a joint repairs emergency contract and six inspectors were assigned for the urgent need metering infrastructure and repair and replacement project.

## Hazen: Delivering Core Objectives for the City of Baltimore



Master Schedule promoted transparency and accountability

RE&I, 7 months of PM services added within original budget



Streamlined permitting, community meeting approach

Weekly status updates and monthly program meetings

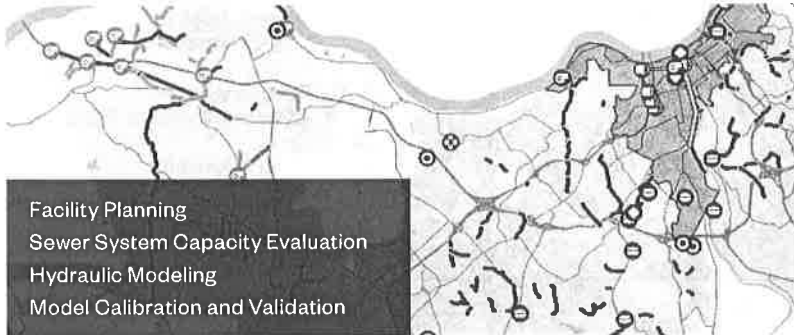


Performed over 30 technical reviews, Hazen's QC on in-house designs



# Watershed Planning Support

FT. WRIGHT, KY



Hazen’s watershed plan update significantly reduced costs by maximizing existing infrastructure utilization, leveraging strategically placed storage, and implementing proven coordinated control technologies.

Hazen has provided all collection system modeling services for SD1’s five models covering more than 200 square miles since 2012. Watershed planning support is a key component. Hazen has assisted in the evaluation of numerous planning tasks and most recently completed a time-sensitive, high-level watershed plan update that reduced the CSO and SSO plan cost by approximately 50% by relying on proven technologies to reduce the number of remote facilities. Hazen is currently assisting SD1 in a formal watershed plan update as well as continued modeling services to update and calibrate the hydraulic model.

In 2018, Hazen completed the Highland Heights / Silver Grove Planning Update Study which examined the potential to utilize a series of equalization tanks to address CSOs and SSOs in the area. Hazen successfully completed this short fuse task and developed a revised plan that saved \$70 million.

Other key watershed planning tasks completed include:

- Lakeview Sewer Improvements / EQ Evaluation
- Highland Heights / Silver Grove EQ Hydraulic Evaluation
- Reverse CSO Modeling

Ongoing Modeling Services performed for SD1:

- Quarterly and Annual Reporting / SSO Validation
- New development capacity evaluation
- HazenQ / Costing Tool assistance

## Key Team Members

Sean FitzGerald  
*Project Manager*

Seth Bradley  
*Lead Modeler*

Ethan Hypes  
*Hydraulic Modeling*

## Project Profile

Design Completion: Ongoing

Construction Completion: Ongoing

Project Cost: \$506M

## Reference

Rob Schroeder  
Sanitation District No. 1 of  
Northern Kentucky  
(859) 547-1656  
rschroeder@sd1.org

## Hazen: Delivering Core Objectives for SD1



Use of latest sewer technology and planning tools

Determined added cost-efficiencies to reduce costs 50%



Created an approvable regulatory strategy

Developed task order database tool to track assignments



Developed new costing tool to generate fast, accurate costs

# Consent Order Program Management

FORT LAUDERDALE, FL



In 2017, the City entered into a Consent Order with the State of Florida Department of Environmental Protection to complete 51 milestones within 6 years. The City chose Hazen to navigate the execution of the Consent Order.

The milestones encompassed the rehabilitation/replacement of sanitary force mains and pump stations, completion of infiltration/inflow projects, perform a force main condition assessment, development of a sewer hydraulic model, establishing an asset management and CMOM program and developing a complete map of the existing sewer system. Hazen’s initial role included establishing a cost-loaded master schedule to serve as the guide as to how the City will meet the 51 Consent Order milestones. The program schedule is updated monthly. The cost-loaded schedule also assists the City with forecasting program expenditures and to estimate the amount of bond money that will be expended by the bond due date.

Other program management service that Hazen is providing include:

- Serving as extension of staff and managing the implementation of an asset management software, Cityworks
- Meeting with the Florida Department of Environmental Protection to negotiate modifications to some of the Consent Order program projects
- Developing a Design Management Plan that will be used to guide the execution of design for all the projects in the program
- Prepare the required reporting in the Consent Order
- Establishing Cost Estimating Guidelines for the program
- Provide monthly progress reports intended for City administration staff to update on the status of the program
- Meet with stakeholders and other utilities to coordinate upcoming projects

## Key Team Members

Tricia Carney  
*Program Manager*

Orlando Castro  
*Project Manager*

Sean FitzGerald  
*Asset Management Task Lead*

Kevin Robinson  
*GIS Mapping / CAD*

## Project Profile


Program Completion: Ongoing through 2026


Program Cost: \$144M

## Reference


Brandy Leighton, PE  
Senior Project Manager  
Public Works  
City of Fort Lauderdale  
(954) 828-5326  
bleighton@fortlauderdale.gov

### Hazen: Delivering Core Objectives for the City of Fort Lauderdale

 Developed master cost-loaded schedule

Established Cost Estimating Guidelines 

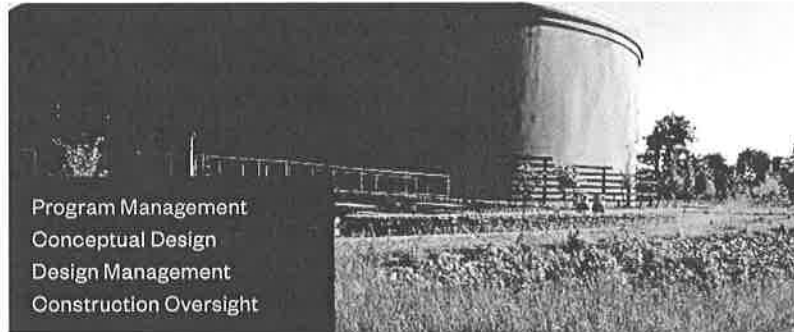
 Direct negotiation with FDEP for project modifications

Monthly status and progress reports 

 Developed Design Management Plan

# Remedial Measures Plan and Program Management Services

LEXINGTON, KY



Hazen has served as an extension of Lexington-Fayette Urban County Government (LFUCG) staff since the inception of the Remedial Measures Plan (RMP) program over a decade ago, and today remains fully committed to assisting DWG to ensure Consent Decree compliance.

## Remedial Measures Plans

The RMP identified 82 separate projects to eliminate 111 recurring SSOs by 2026 at a cost of \$591 million. Three separate RMP reports (one for each watershed group) were submitted to USEPA and KDOW in 2011 and 2012. The largest projects were two separate 44 million gallon (MG) storage facilities at LFUCG's two largest wastewater treatment plants. Six other smaller storage facilities are proposed throughout the system, along with trunk sewer capacity increases and system rehabilitation projects.

## Program Management

As RMP Program Manager, Hazen assists with RMP implementation by:

- Performing conceptual designs of the most complex wet weather storage projects and developing scopes of work for separate design consultants
- Procurement of design engineers
- Preparation and maintenance of standard specifications and general notes to provide consistency among projects
- Development of design guidelines for wet weather storage (WWS) facilities to provide consistency for those projects
- Developing and studying alternate sites for proposed wet weather storage facilities
- Quality control and peer reviews of RMP projects to ensure consistency and compliance with RMP reports and LFUCG's Consent Decree
- Prepare quarterly and annual reports for submission to USEPA and KDOW

## Key Team Members

Gary Haubner  
*Project Principal*

Jon Schubarth  
*Project Manager*

Kurt Zehnder  
*Assistant Project Manager*

Tom Schaffer  
*Technical Advisor*

Clay Johnson  
*Individual Project Manager*

## Project Profile

Design Completion:  
Ongoing through December 2025

Construction Completion:  
Ongoing through December 2026

Project Cost: \$591M

## Reference

Bob Peterson  
RMP Program Manager  
LFUCG Division of Water Quality  
(859) 425-2438  
rpeterson@lexingtonky.gov

### Hazen: Delivering Core Objectives for DWQ



Projects completed on schedule

Overall program costs under budget



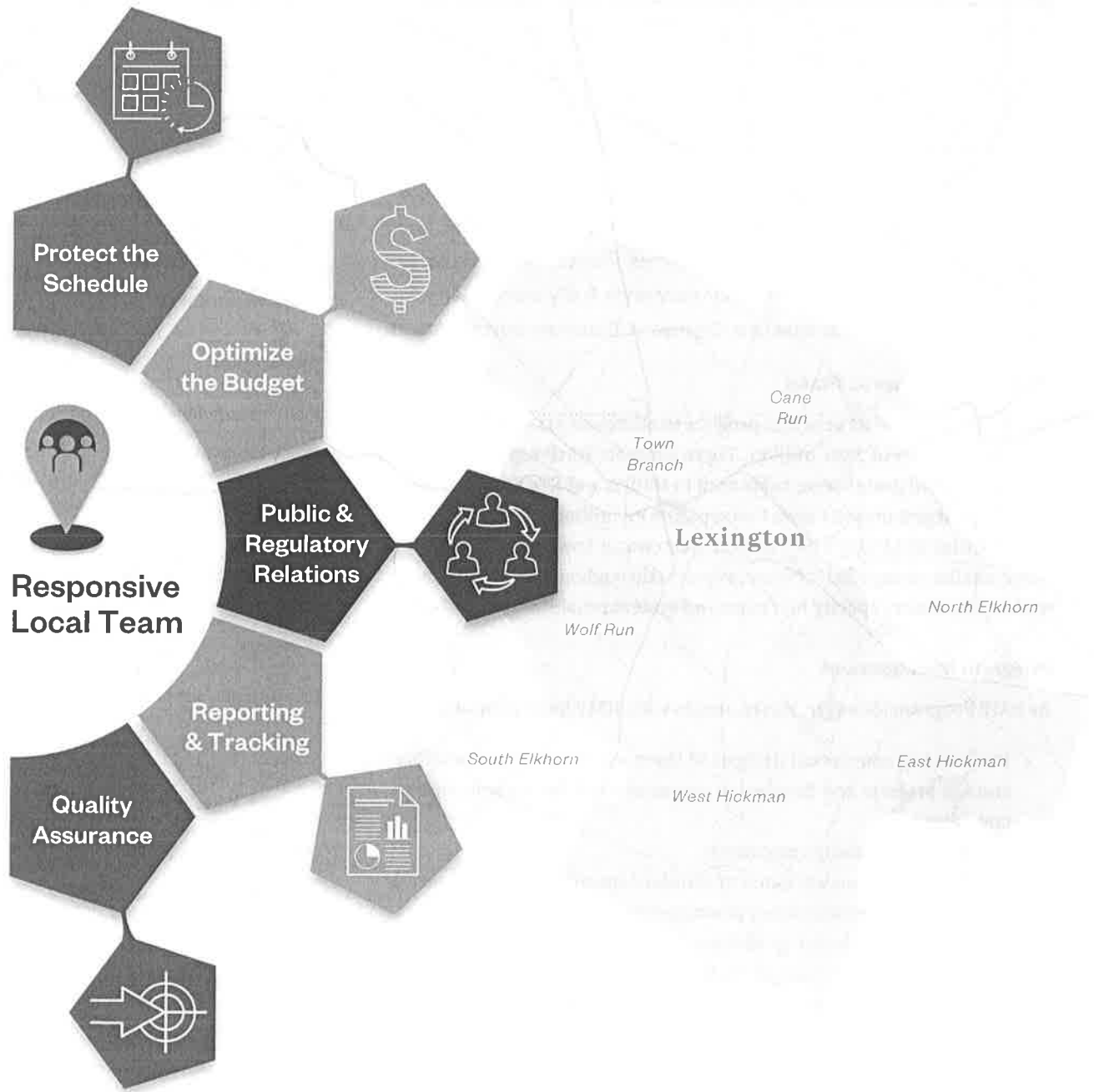
Proactive permitting and improved public perception

Daily communication of status and reporting



Quality oversight to proactively keep project on target

# Section 4 | Project Approach



## Section No. 4

# Project Approach

*Our primary focus for the RMP program delivery and implementation will be to get projects completed on time and in a cost-effective manner. As the RMP program manager for the last 8 years, Hazen looks forward to continuing to deliver responsive, successful service to DWQ on this critical Consent Decree program.*

The RFP identifies three broad scopes of work for the PMC as follows:

- 1 General Program Management Services
- 2 Design Management Services
- 3 Construction Oversight Services

In order to achieve success in these scope areas, Hazen intends to focus on five broad objectives as summarized at right, below, and as shown throughout this Proposal.

### Protect the Schedule

At the end of 2017, Hazen and DWQ staff were able to meet all RMP project deadlines. However, midway through 2018 it became apparent that numerous project deadlines were not going to be met by the end of 2018. The reasons for the schedule lapses include challenges with property and easement acquisitions, unprecedented wet weather, and simply not allowing adequate time to fully implement the project from conceptual design to full project operation.

We recognize the constraints on the schedule from resources and complexity of construction in congested areas and are reviewing alternate strategies to expedite and accelerate delivery. Therefore, for this next phase of RMP Implementation, the Hazen team will focus on completing the projects that are currently behind schedule, proactively taking steps to accelerate the schedule for existing projects, and initiating new projects sooner in the schedule to allow more time for full implementation. Additionally, to better plan for upcoming projects, Hazen is proposing to introduce improved, dynamic project scheduling described in detail later in this section of the Proposal.

### Hazen's Focus for the Next RMP Phase

- 1 Completing projects currently behind schedule
- 2 Proactively accelerating the schedule for existing projects
- 3 Initiating new projects sooner in the schedule

### Successful Program Implementation



#### Protect the Schedule

Development of a detailed, comprehensive schedule for enhanced insight into easement acquisition, design milestones, and construction progress



#### Optimize the Budget

Fortified peer review process for better designs and more accurate cost-estimating



#### Focus on Reporting and Tracking

New reporting tools for access to real-time data



#### Produce Quality Projects

Fine-tune scope requirements and RFPs to obtain more targeted bids



#### Public and Regulatory Communication

Ongoing dialogue to keep regulatory officials, KDOW plan reviewers, and the public well-informed



## Optimize the Budget

At the midway point of the implementation phase of the RMP, we have shown overall success in designing and constructing the RMP projects under budget. Most of the budget savings have been realized in the WWS tank and pump station projects which were heavily loaded toward the front of the implementation schedule. While several WWS tank and pump station projects remain, most of the remaining projects involve the replacement of trunk sewers and these projects have historically bid higher than the budgeted amount. Hazen's focus will be to optimize the budget of every RMP project to continue to keep the overall program costs under budget.



## Public and Regulatory Issues

Successful programs of this nature require transparency with public stakeholders and relationships with the regulatory community. Hazen will focus on continuing to coordinate with these entities to ensure the continued successful progression of the individual projects associated with the RMP program. From a program perspective, we will continue to assist DWQ staff with their communication needs regarding individual projects and overall program status. We will also continue to coordinate with state regulators with respect to individual project reviews and approvals.

As a part of this program we will work with DWQ to conduct stakeholder meetings in the early stages of each RMP project. During both design and construction, Hazen will continue to coordinate with the individual property owners affected by RMP construction activities. Primarily during construction, the Hazen project managers are often required to interact with the individual property owners to address problems or communicate realistic expectations for project progress.



## Reporting and Tracking

In addition to continuing to focus on the Quarterly and Annual Reporting requirements associated with the Consent Decree, Hazen will begin to provide Quarterly Executive Summaries for both design and construction activities, as described in more detail later in this section. Additionally, to better communicate projects status on a real-time basis, Hazen is proposing to introduce improved project tracking via several visualization dashboards (also described in detail later in this section of the Proposal.)



## Quality Assurance

To date, Hazen and the DWQ staff have been successful with the program's quality control measures put in place. Therefore, Hazen will continue to focus on these quality control measures which include 1) performing the DAO workshops prior to initiation of project design, 2) ensuring that each design consultant performs their own quality control reviews prior to every milestone submittal, and 3) conducting peer reviews at specific project milestones during design.

## Funding Assistance

During the initial phase of RMP implementation, DWQ took advantage of low interest loans provided by the Kentucky Infrastructure Authority (KIA). However, in the last few years, DWQ has chosen instead to fund several projects with internal funds. Moving into this next phase, one of Hazen's priorities will be to assist DWQ in preparing new KIA Project Profiles to be considered for additional KIA loans. Additionally, Hazen staff has the expertise with the administrative procedures associated with administering KIA loans during project design and construction to support DWQ in this area as needed.



Hazen staff has excellent relationships with KIA staff, and we can support DWQ in working to meet their funding and financial goals.

## Quarterly/Annual Reporting

For LFUCG's Annual Reports, Hazen will continue to work with the various sections within DWQ to compile their required information, compare the data with the four applicable Quarterly Reports, and organize the information into the format required for the Annual Report. We will compile the latest updates from the RMP and organize the data in the required layout. Finally, Hazen will supply all the RMP-related content for the Annual Report to DWQ's MS4 Program Manager for inclusion with the other content and final submittal to the United States Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KDEP).

Like the Annual Reports, Hazen will work with the various sections within DWQ to compile their required information, compile the data, and organize the information into the format required for the Quarterly Report. Hazen will supply all the RMP-related content for the Quarterly Report to DWQ for inclusion with the other sanitary and stormwater content and final submittal to the EPA and the KDEP.

## Quarterly Executive Summary

New for this phase of RMP implementation, DWQ has requested the PMC prepare Quarterly Executive Summaries for both design and construction contracts. For the design contracts, each executive summary will include the name of the project, the design consultant's name, a summary of each task order associated with that design consultant, and a design schedule for that RMP project. For the construction contracts, each executive summary will include the name of the RMP project, the contractor's name, the design consultant's name (performing construction administration (CA) services), the RPR's name, the material testing firm's name (if applicable), a summary of the contractor's original bid and associated change orders, and a construction schedule for that RMP project.



It is intended that all information summarized in the Quarterly Executive Summaries will be documented and tracked in accordance with the visualization and tracking dashboards described in more detail later in this section of the Proposal.

## Tracking of Program Service Contracts

Through our **focus on continuous improvement** Hazen will continually strive to implement best practices. Some key high priorities are:



Cost-loaded P6 master schedule, which will help ensure projects stay on schedule and project expenditures within budget.



Program Dashboard in Power BI to display program metrics by project and overall. This provides rapid at-a-glance viewing by key stakeholders.

Due to DWQ staffing needs, Hazen will take a more active role in tracking of the various program service contracts. These contracts include the service contract with the design consultants, the RPR services contract, the material testing services contract, and any other service contracts that DWQ and Hazen deem necessary for the successful implementation of the program. It is intended that all the information for the various service contracts will be documented and tracked in accordance with the visualization and tracking dashboards described in more detail later in this section of the Proposal. Any new protocols associated with this tracking will be created in conjunction with DWQ staff.

## Scheduling

As part of the Consent Decree requirements, Hazen and DWQ developed a schedule for all RMP projects which in turn was the approved RMP. To date, this static schedule has simply served as the road map for the sequence of implementation and the Consent Decree deadlines for the various RMP projects.

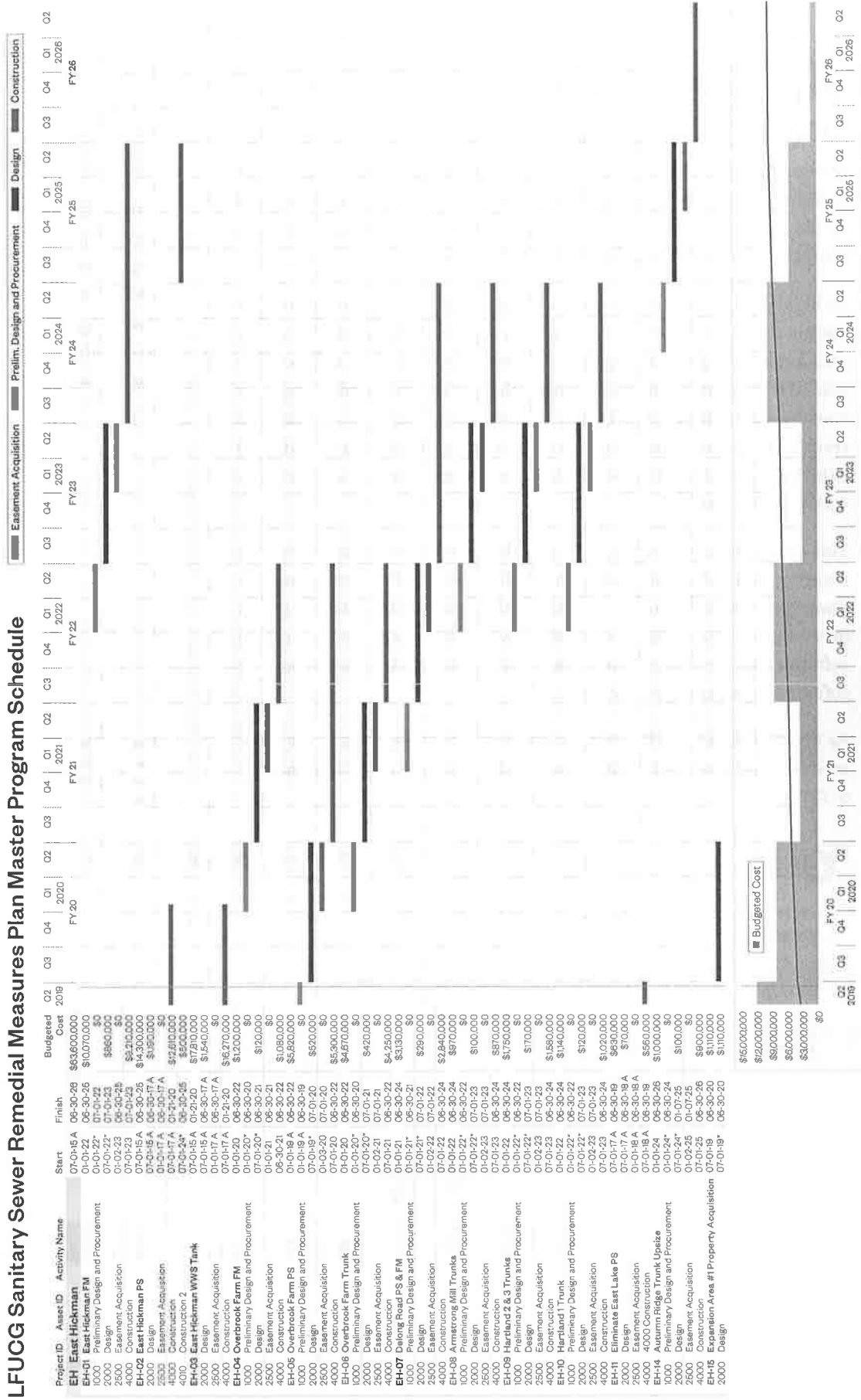
To better protect the schedule, Hazen is proposing to develop a dynamic cost-loaded schedule for improved tracking of the progress of RMP projects from preliminary design through detailed design, easement acquisition, construction, and project closeout. The current static schedule sets yearly dates for design completion and construction completion only. By further detailing the schedule by quarter, it will allow for milestones to be better tracked and targeted.

A dynamic schedule will also allow for better planning of future projects. As the program has developed, Hazen identified projects that could be shifted in the schedule to better meet the overall Consent Decree deadline. With a dynamic schedule, it will allow for easier planning of potential schedule changes, and highlight what the changes mean for other RMP projects as well as cash flow based on the planning level estimates.

Therefore, within the first 30 days of this next phase, Hazen will develop the improved master schedule, using Oracle/Primavera P6 scheduling software, consisting of all projects and action items. As the program is more developed and refined, the schedule can be cost-loaded, thereby allowing the team to predict cash flow for the remaining life of the program.



# LFUCG Sanitary Sewer Remedial Measures Plan Master Program Schedule



## Visualization and Cost Control Tracking

Moving forward, Hazen proposes the use of real-time data management to aid in the management of the RMP program. Power BI shall be utilized to allow the PMC and DWQ to see in real time the progress made on each design and construction project in the RMP program.

To highlight the capabilities of this software, the figure below features a project that is currently in construction as part of the Jefferson County (AL) Asset Management Program. This tool allows for quick access to the essential information of every project that is currently under design or construction. This tool will allow for a more streamlined approach to tracking both budget and construction time and enable Hazen and DWQ to identify potential schedule problems earlier in the project so corrective action can be taken.

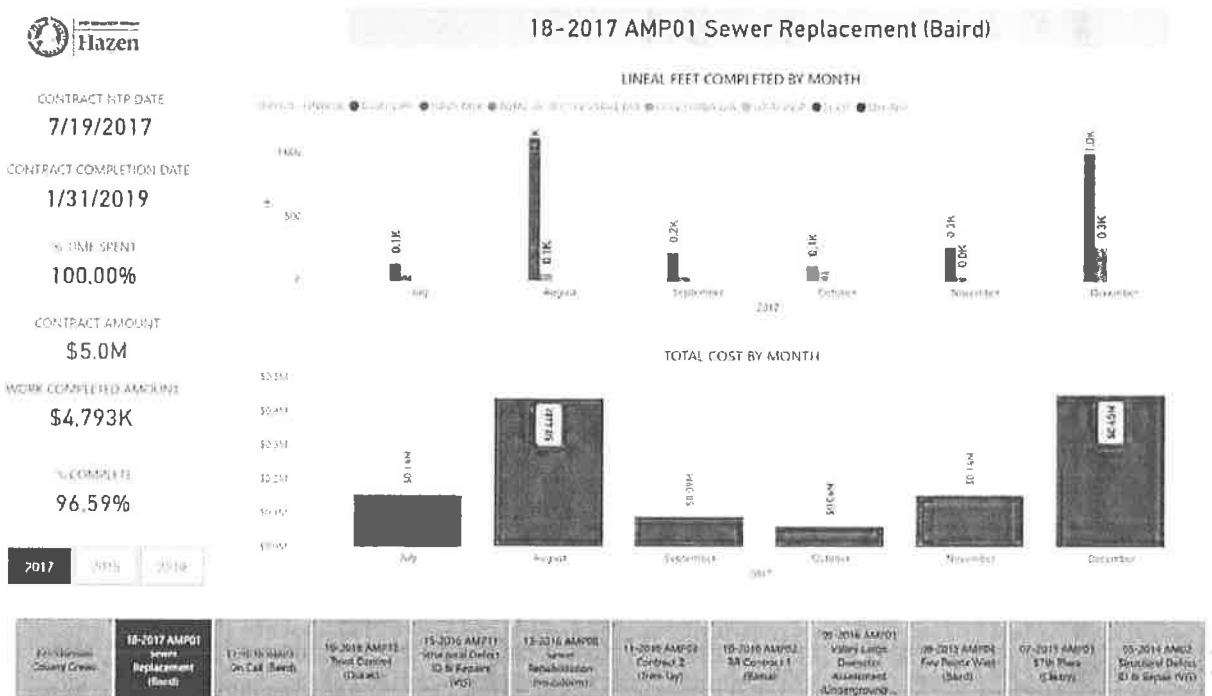
This data is dynamic and updated monthly after each project’s progress meeting and submission of each Application for Payment from the Contractor on each project. This tool will allow for DWQ staff to get an overview of every project in real time, anytime they desire. Access to this software and interface is through the internet and requires no new specific software to be purchased by DWQ.

As illustrated below, the tool can show monthly progress in terms of production and cost and can be customized to track any quantity of interest to DWQ.



Power BI will be used to show the real-time progress made on each RMP program project, enabling more streamlined budget and construction tracking.

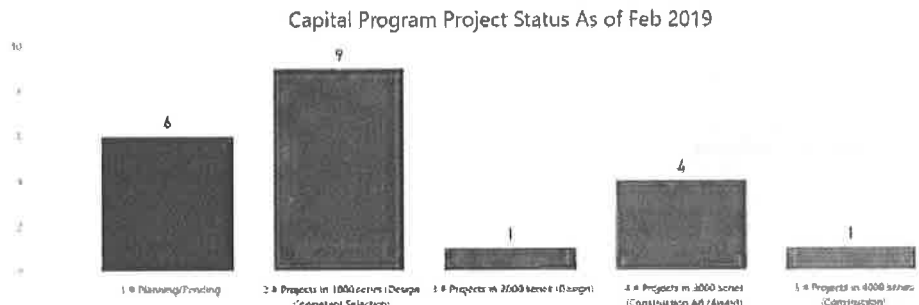
Below: Example PowerBI Dashboard for a Jefferson County (AL) Asset Management Program project currently in construction.



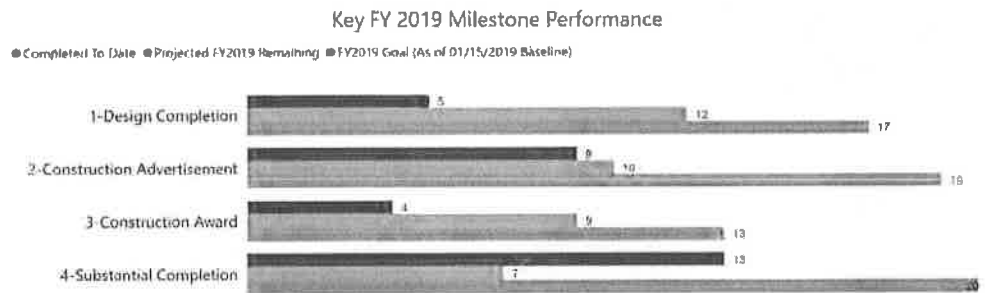
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Below: PowerBI is also used for expedited production of quarterly reports for Jefferson County (AL) Environmental Services

The Power BI visualization software will also aid in the quarterly and annual reporting of RMP progress as required by the Consent Decree. As projects move through the preliminary design, detailed design, construction, and beneficial occupancy stages, Hazen will track the progress and allow for quick and easy summarization of their status.

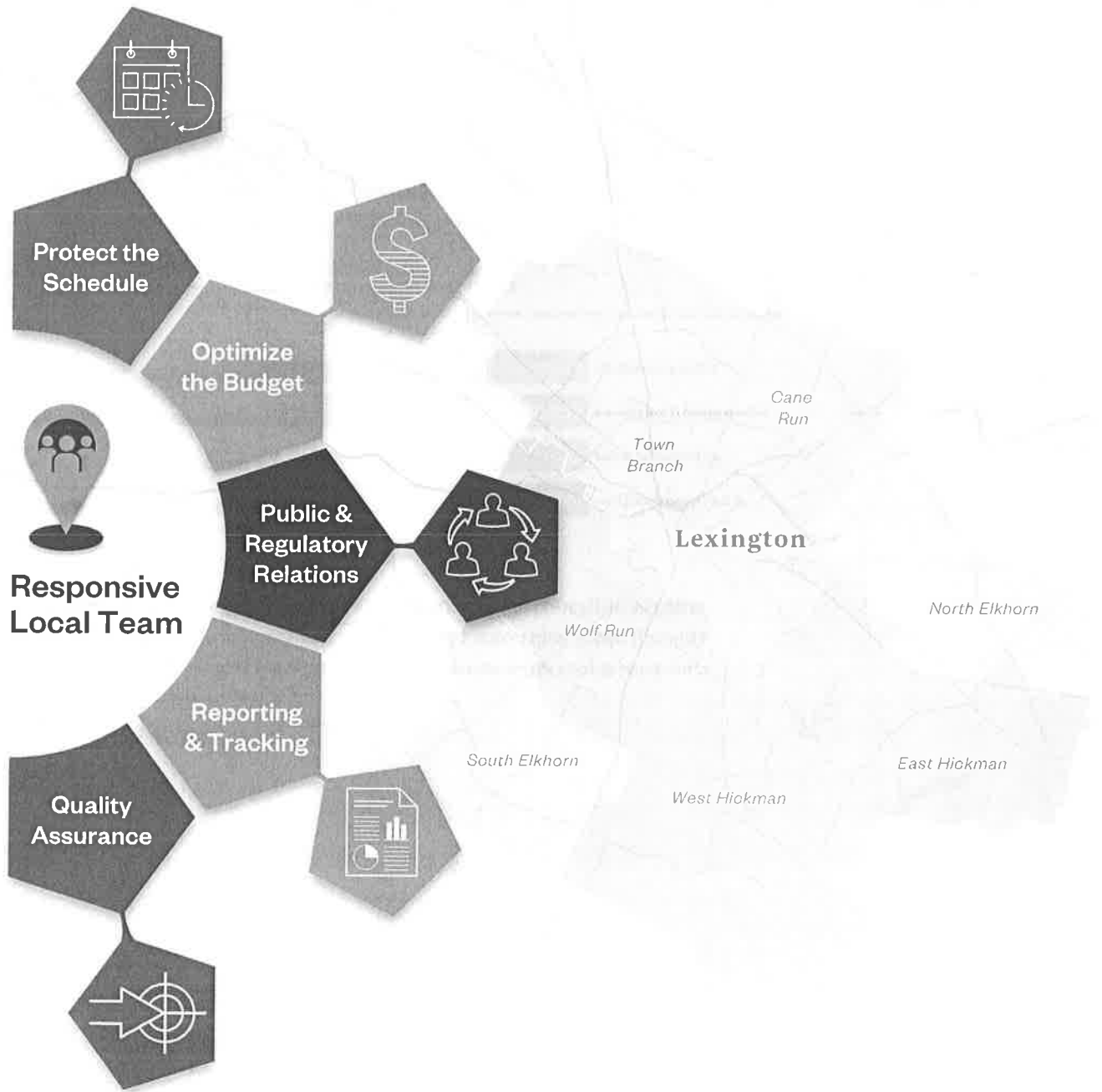


UPDATED QUARTERLY



With the utilization of real-time data for the RMP program, Hazen believes this will better help protect the schedule, and keep the design consultants and contractors more accountable to the Consent Decree deadlines.

# Section 5 | Local Office



## Section No. 5

# Local Office

*Hazen has built an RMP team to meet the wide range of DWQ and Program Management project needs while maximizing local resources. Our centralized project management, close proximity, and many years of serving LFUCG in this exact capacity all strengthen our ability to respond quickly and effectively to any DWQ need.*

Hazen’s Lexington office, located just 5 miles from LFUCG, will serve as our project headquarters, and hub for project and resource coordination. Project management, as well as nearly all of the technical and design effort for this project will be completed here. Based on past RMP experience, we estimate more than 95% of project work will be performed by staff in the Lexington area.

All of our primary teaming partners, EHI Consultants, Vision Engineering, GRW Aerial Surveys, Element Design, Magna Engineers, Jackson Group, and Geotechnology, are all located in the immediate area.

The Hazen team includes a total of 8 firms, for a combined local staff of over 20 individuals that are available to fill key roles on this project. Hazen has 9 employees local to LFUCG’s DWQ, with 8 additional employees located in Louisville, all dedicated solely to stormwater/wastewater/water projects.



**Hazen’s Lexington Office**

230 Lexington Green Circle  
Suite 520  
Lexington, KY 40503

### Lexington-based Core Project Team

#### PROGRAM MANAGEMENT



#### PROJECT MANAGEMENT



#### CONSTRUCTION MANAGEMENT



### Proximity to Teaming Partners and Project Sites



Specialized staff in other offices are available to support our local team - our availability and resources will be increased as needed for DWQ.

### Ready Response with the Right Staff

Our comprehensive resources also include a regional design center in nearby Cincinnati staffed with 50 professionals in the disciplines of conveyance infrastructure, asset management, civil, process, mechanical, electrical, chemical, instrumentation and control, structural, and cost control, along with experts in the financial and business aspects of wastewater and water.

Work assignments often have special technical needs and may require a rapid response. The Hazen team fully understands the need to respond quickly with the right staff, and is dedicated to continuing to provide this level of service to DWQ.

### Understanding LFUCG's Needs

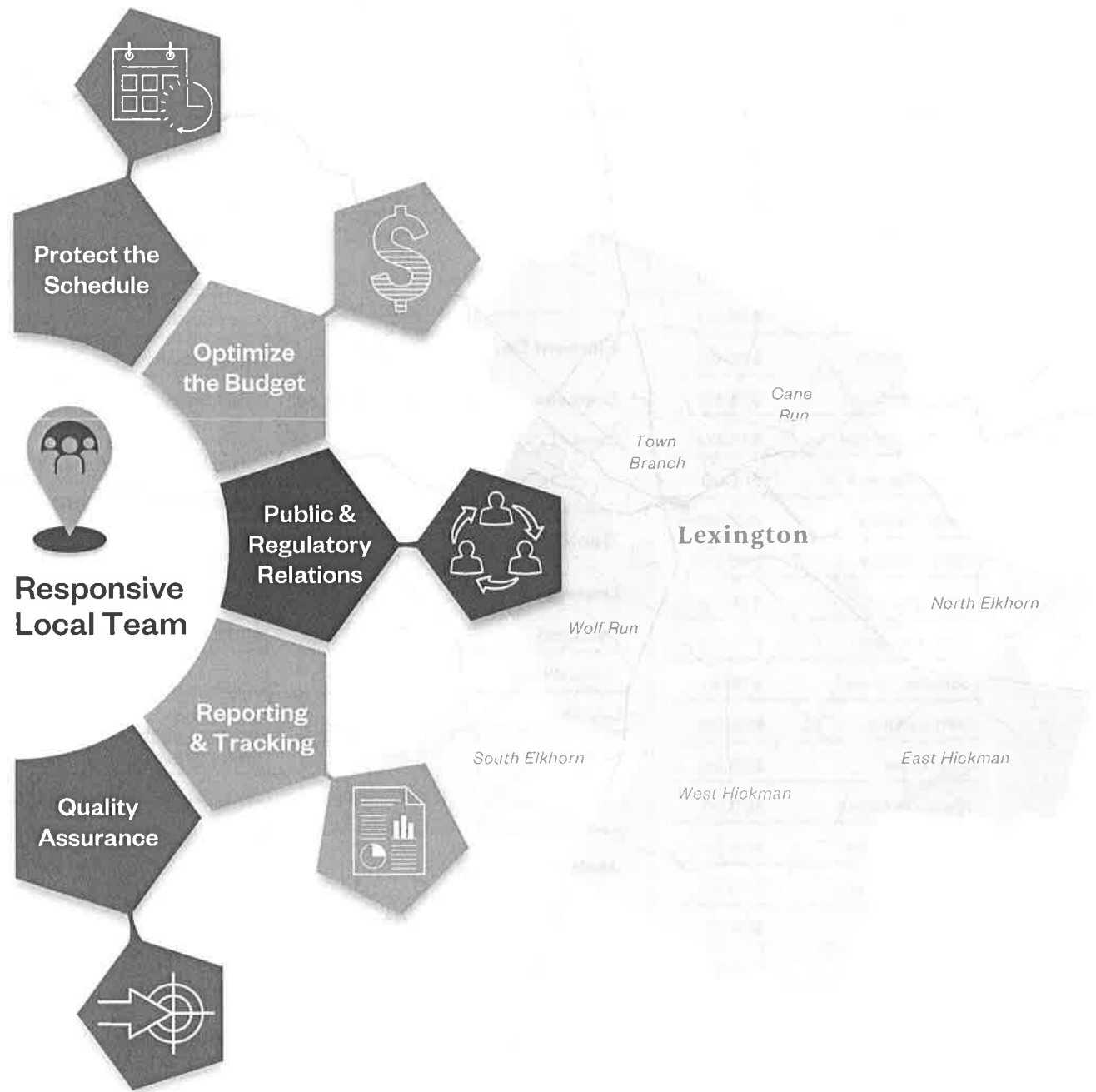
Through our many years of work with LFUCG throughout the Lexington metropolitan area, we have gained a deep understanding of DWQ and their collection system. As of April 2018, the Town Branch, Wolf Run, and Lower Cane Run wet weather storage (WWS) tanks collectively have kept approximately 290 million gallons out of the sewer waters of the Commonwealth and the 19 completed RMP projects have eliminated 9 SSOs in LFUCG's system.

Additionally, many of our Lexington staff live and work in the communities that the LFUCG sanitary sewer system serves. As ratepayers, taxpayers, and homeowners, they have a vested interest in the long term success of this contract and in DWQ overall.

### Our Longstanding Record of Providing Positive Community Impacts



# Section 6 | Hourly Rates



**Section No. 6****Hourly Rates**

In accordance with the Request for Proposal, the table below includes hourly rates for the Hazen team members that are expected to bill hours to any task associated with this Proposal. Hazen acknowledges that these hourly rates shall not change for the entire duration of the proposed 3-year (1-year initial term plus 2 annual renewals) contract term.

**Hazen and Sawyer**

Employee	Hourly Rate
Seth Bradley	\$155.00
Ed Brown	\$185.00
Brett Bueltel	\$175.00
Roy Burgher	\$135.00
Bo Copeland	\$185.00
Trey DeRoche	\$155.00
Jorge Elias	\$175.00
Sean FitzGerald	\$215.00
Kelley Florence	\$118.00
Paula Glasford	\$126.00
Gary Haubner	\$215.00
Ethan Hypes	\$118.00
Clay Johnson	\$155.00
Jennifer Lakers	\$75.00
Will Leadbitter	\$198.00
Kyle Novak	\$175.00
Renato Nojadera	\$175.00
Justin Reynolds	\$118.00
Kevin Robinson	\$126.00
Jerry Rogers	\$95.00
Tom Schaffer	\$215.00
Jon Schubarth	\$215.00
Andrew Stone	\$104.00
Rich Van Dyke	\$175.00
Vivek Sai	\$198.00
Jessie Walker	\$126.00
Kurt Zehnder	\$175.00

**EHI**

Employee	Hourly Rate
Ed Holmes	\$131.35
Michael Peak	\$118.02
Ryan Holmes	\$118.02

**Element Design**

Employee	Hourly Rate
Derek Motsch	\$130.00

**Geotechnology**

Employee	Hourly Rate
Bill Basich	\$138.00
Jacob Walker	\$53.00
Lee Ozor	\$151.00
Michelle Casto	\$101.00

**Jackson Group**

Employee	Hourly Rate
Jeremy Jackson	\$140.00
Jon Endonino	\$120.00
Shane Roberts	\$140.00
Robert Oney	\$100.00

**Magna Engineers**

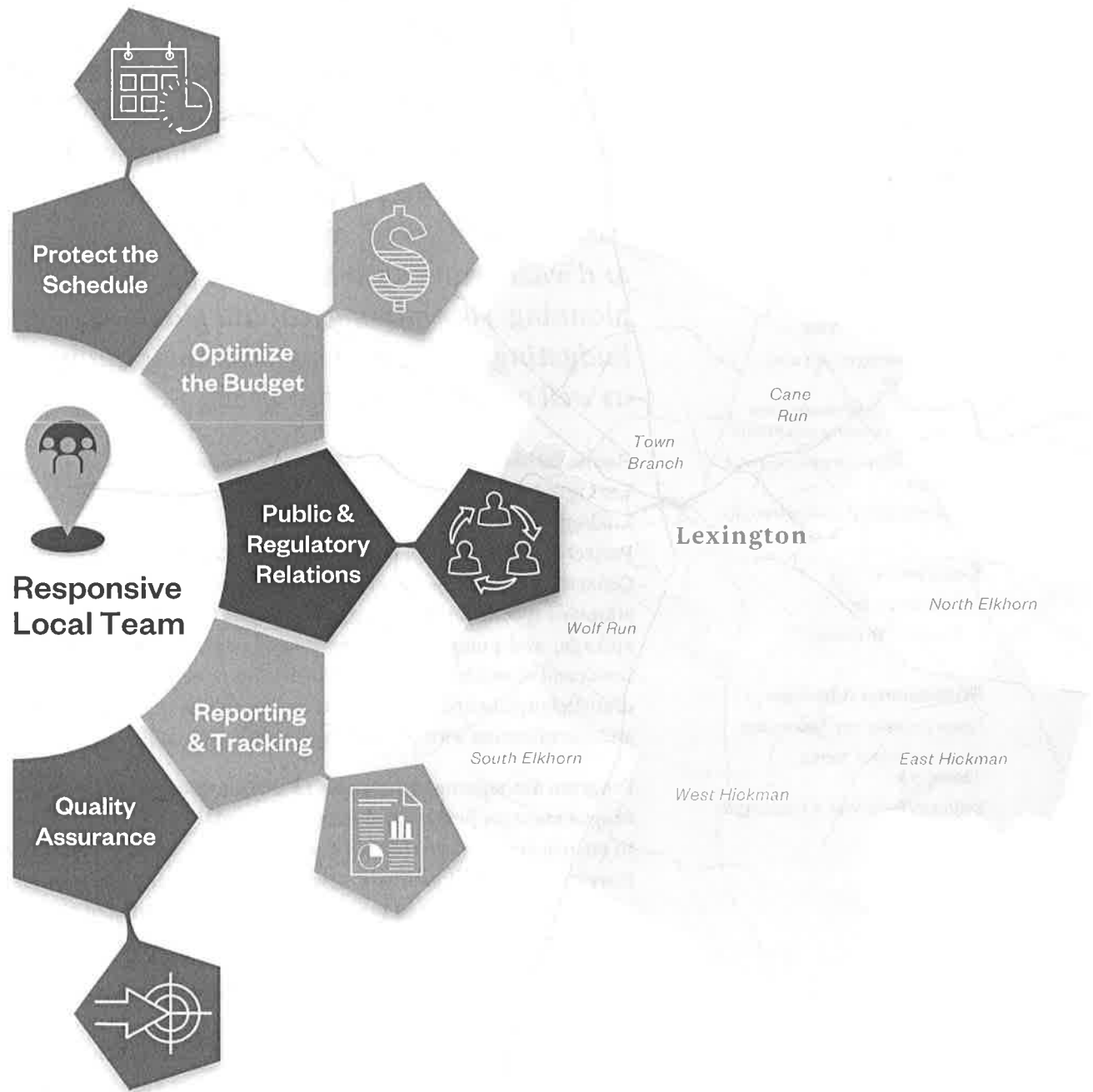
Employee	Hourly Rate
Dmitriy Radyk	\$100.00
Michelle Howlett	\$140.00
Phillip Juett	\$130.00
James L. Martin	\$130.00
Yuriy Radyk	\$75.00
Lilly Chubaruk	\$50.00
James Martin	\$130.00

**Vision**

Employee	Hourly Rate
Odus Baker	\$58.00
Jihad Hallany	\$140.00
Matt Carter	\$120.00
Tom Lambdin	\$58.00
George Walker	\$58.00
Clay Tuckett	\$58.00
Richey Newton	\$85.00



# Appendix A | Resumes





## Jon Schubarth, PE

Associate Vice President

*Mr. Schubarth has over 26 years of experience in both private sector consulting and public sector utility engineering and management. As a consultant, his experience includes design and construction services for projects including water and wastewater systems, capital planning, permitting, pump stations, and treatment plants. As a utility manager, he managed, designed, and operated public water and wastewater systems including, staff planning, rate making, capital planning, budgeting, policy making, hydraulic analyses, as well as the design of projects.*

### Education

MSEnvE, Georgia Institute of Technology, 1993

BSE, Georgia Institute of Technology, 1992

### Certification/License

Professional Engineer: KY, NY

### Areas of Expertise

- Utility management and operation
- Collection and distribution systems planning and design
- Treatment plant planning and design
- Booster pump station design

### Experience

- 26 total years
- 8 years with Hazen

### Professional Activities

Water Environment Federation

American Water Works Association

Kentucky Rural Water Association

### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Project Manager for implementation of LFUCG's RMP required by USEPA Consent Decree. Project includes development of design standards and standard specifications, conceptual designs for all WWTP, wet weather storage, and pump station projects; a continuation of stakeholder involvement services; assistance with funding acquisition; peer reviews of all design plans and specifications developed by other design consultants; and coordination with regulatory agencies.

### Program Management Services, LFUCG, Lexington, KY

Project Manager for program management of the sanitary sewer system to ensure compliance with all Consent Decree mandated initiatives. Provide all annual sanitary sewer program management services including, but not limited to coordination and provision of all sanitary sewer content for each Consent Decree quarterly and annual report.

### Capacity, Management, Operations and Maintenance (CMOM) Implementation Services, LFUCG, Lexington, KY

Project Manager for implementation of CMOM related programs which are mandated by Consent Decree. General services include planning and scheduling various CMOM programs, procurement of specialized services and equipment, development of performance measures and standard operating procedures, and performance of field level evaluations and staff training.

**Wastewater System Operation, Warren County Water District,  
Bowling Green, KY**

Operated and managed wastewater collection system including the supervision of field crews responsible for maintenance to collection system and pump stations; as well as all engineering, planning, industrial pretreatment, permitting, reporting, policy development, rate making, budgeting, and operational oversight.

**Wastewater System Operation, Winchester Municipal Utilities,  
Winchester, KY**

Assisted with the operation and management of a WWTP and wastewater collection system including all engineering, planning, industrial pretreatment, permitting, reporting, policy development, rate making, and budgeting. Additionally, developed and implemented a systematic sewer collector replacement program a comprehensive sanitary sewer master plan.

**Floyds Fork WQTC Enhanced Biological Phosphorus Removal  
Feasibility Study, Louisville MSD, Louisville, KY**

Project Manager for development of study that evaluated the feasibility of enhanced biological phosphorus removal. The WQTC is a 4-ring Orbal oxidation ditch which uses chemical addition (sodium aluminate) as primary means to remove phosphorus from wastewater. The new discharge permit for the plant is expected to require a lower effluent TP concentration, further increasing significant chemical costs at the facility. Study included development of sampling plan to determine current influent and in-plant phosphorus species; an evaluation of current plant operations; and evaluation and recommendations of process modifications to achieve BPR. The study will also evaluate the life cycle cost implications of switching to a true BPR strategy with chemical addition for final TP polishing.

**Regional WQTC Solids Handling Study, Louisville MSD, Louisville, KY**

Project Manager for development of study that evaluated the feasibility of satellite dewatering facilities at three WQTCs. The WQTCs currently haul all liquid sludge generated at each location by tanker truck to one central location for dewatering and drying. Evaluated the feasibility of adding dewatering at each of the three WQTCs to minimize costs and truck traffic associated with the current operation. Services included preliminary designs of proposed dewatering facilities, development of cost estimates for both existing and proposed dewatering procedures, development and evaluation of non-economic criteria, and report recommendations.



## Kurt Zehnder, PE

### Associate

*Mr. Zehnder has 16 years of experience in 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 and treatment plants.*

#### Education

BSCE, University of Kentucky,  
2003

#### Certification/License

Professional Engineer: KY, OH, IN

#### Areas of Expertise

- Wastewater pumping station planning and design
- Wet weather storage facilities
- Gravity collection systems and force mains planning and design
- Water transmission and distribution systems
- Ground and elevated water tank design
- Project management

#### Experience

- 16 total years
- 2 years with Hazen

#### Professional Activities

KY/TN American Water Works  
Association

KY/TN Water Environment  
Association

Kentucky Society for Professional  
Engineers

#### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Project Manager – Assist in the creation of RMP project conceptual design technical memorandums, project alternatives, RMP construction schedules, peer reviews, design alternative optimization workshops, and technical specification writing and creation. Manage multiple construction projects for LFUCG-DWQ (RMP) through project design, bidding, construction and closeout. Duties include maintaining contract directives, RMP schedule deadlines and capacity requirements, monthly progress meetings, shop drawing review, application for payment review and approvals, managing field orders, change orders and request for information. Project Manager and/or Design Engineer for all or part the following RMP projects:

- Lower Cane Run WWS Facilities
- Wolf Run WWS Facilities
- South Elkhorn Pump Station Upgrades
- West Hickman WWTP WWS
- West Hickman 7 Pump Station and WWS (Contract 1 & 2)
- EA3 Pump Station and Force Main
- Sharon Village Pump Station
- Upper Cane Run WWS Facilities
- UK Trunks C, D, & E

#### Town Branch Wet Weather Flow Storage and Pumping Facilities, LFUCG, Lexington, KY

Project Manager - Phase 1 of multi-phase wet weather storage facility adjacent to 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. Tank diameter is 260 feet with side water depth of 55 feet. Later phase will expand to 44 MG storage facility. Some aspects - such as piping, wet well, concrete, motor controls (by Allen Bradley ControlLogix PLC networked via multi-mode fiber optic cable to treatment plant Ethernet-based SCADA system) – of

project designed during Phase I to be compatible with all subsequent phases, anticipating the maximum volume. Project is a deliverable of LFUCG's Consent Decree. Significant funding is provided by KIA Clean Water SRF and won the 2018 ACEC Grant Award.

**East Hickman Pump Station, Wet Weather Storage Tank,  
Elimination of the East Lake Pump Station, LFUCG, Lexington, KY**

Project Manager – Design of a combination pump station and WWPS with a firm capacity of 20.1 mgd and a WWPS capacity of 12.4 mgd, a 32.5-mgd mechanical bar screen, odor control, chemical feed, SCADA, electrical control room, and flow control vault to convey flow to the West Hickman WWTP during dry flows and to 6 MG WWS prestressed tank during wet weather events. Project included the elimination of the East Lake Pump Station, vortex drop structure, 1,200 linear feet of dig and replace upsized gravity sewers upstream of the pump station, and demolition of the existing East Hickman Pump Station.

**Wet Weather Flow Storage and Pumping Facilities,  
Lawrenceburg, KY**

Project Engineer for above-ground 2 MG prestressed concrete wet weather flow equalization basin upstream of city's 3.3 mgd oxidation ditch wastewater treatment plant. Overflow weir box and 2.5 mgd duplex submersible pumping station convey peak wet weather overflows to tank. After peak wet weather flows recede, stored flows return by gravity to the adjacent interceptor sewer.

**Wastewater Treatment Plant Upgrade, Corbin, KY**

Project Manager - Expansion/upgrade of 9 mgd existing pump station No. 1 (main pumping station adjacent to plant); improvements to existing pre-treatment building (screening and grit removal); new 2 MG sideline wet weather flow equalization, 2 mgd wet weather pump station; new circular final clarifier, new RAS/WAS pump station and new UV disinfection facilities.

**Glenns Creek Interceptor, Contract 2, Frankfort, KY**

Project Manager – Design, KIA-SRF project funding administration and construction, and RPR inspection services for approximately 8,300 linear feet of sanitary sewers 18-inches to 24-inches, dig and replaced with 24-inches to 36-inches sanitary sewers, 40 new manholes, two (2) bore and jacked crossings under a CSX/RJ Corman railroad (227 linear feet) and M.L.K. Blvd. (382 linear feet), one open cut road crossing, and one point repair sanitary sewer rehabilitation.



## Gary J. Haubner, PE

Vice President, Regional Manager

*Mr. Haubner is the Manager of the firm's Midwest Region, located in our Cincinnati Office. He possesses over 26 years of water environment experience, along with extensive project and office management experience, having responsibility for meeting budgets, schedule deadlines, allocating staff resources, and communications with clients. He has significant experience in the planning, design, construction and operations support of wastewater facilities and collection systems.*

### Education

MSEnvE, University of Cincinnati, 1993

BSCE, University of Cincinnati, 1991

### Certification/License

Professional Engineer: OH, KY, IN, NY, MO

OSI Construction Document Technologist

### Areas of Expertise

- Wastewater facility planning and design
- Collection system planning and design
- Project management and delivery

### Experience

- 26 total years
- 14 years with Hazen

### Professional Activities

Water Environment Federation

Southwest Ohio WEA Executive Committee (Past President)

KY-TN Water Professionals Conference Planning

American Water Works Association

### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Project Principal to provide oversight, as-needed technical support and guidance to LFUCG's program manager for implementation of wet weather improvements involving peak flow storage, conveyance, and treatment as mandated by LFUCG's regulatory requirements.

### CSO Conveyance and Storage, Louisville MSD, Louisville, KY

Project Principal and technical review for evaluation of storage and conveyance options for CSO issues in downtown Louisville. Includes design of a new upstream collector sewers that will tie-in 9 CSOs via new diversion structures. Also provided assistance in developing CSO basin design guidelines to be used for all consultants.

### Watershed Planning and Modeling, SD1 of Northern Kentucky, Fort Wright, KY

Project Principal for all system-wide hydraulic modeling for SD1 sanitary and combined collection systems using InfoWorks. Previous related projects included East Basin Characterization and Wet Weather Alternatives Evaluation, also Southern Kenton County Basin Study.

### Pump Station, Force Main and Air Release Valve Assessment Program, SD1 of Northern Kentucky, Fort Wright, KY

Project Principal for evaluation of critical pump stations, force mains, and ARVs across the collection system. Included various testing including new pressure pipe assessment technologies.

**CSO Technology Challenge, Cincinnati MSD, Cincinnati, OH**

Project Principal for evaluation of potential wet weather treatment technologies. Oversight of resource allocation and protocol for pilot testing of filtration technologies, field testing of PAA, and evaluation of HRT at the Little Miami plant.

**Dry Creek WWTP Design, SD1 of Northern Kentucky, Fort Wright, KY**

Project Manager and Principal for several design projects, including new headworks facility with mechanical screening, grit removal, and odor control; dewatering facility modifications; sodium hypochlorite modifications; solids handling improvements; and final clarifier improvements; as well as several studies at the 46 mgd plant.

**As-needed General Services and Program Management Support, SD1 of Northern Kentucky, Fort Wright, KY**

Project Principal/Manager - Projects have included CSO and SSO evaluations and solids/floatables design, chemical feed assessments, odor/corrosion control planning and services procurement, structural inspections, regulatory coordination, financial analysis and CIP planning support, storm water evaluations, several pump station evaluations and designs, and presentations to the Board and public workshops.

**Central WWTP Upgrades South Plant Preliminary Treatment, Metro Water Services, Nashville, TN**

Project Principal for evaluation and design of a 440-mgd wet weather facility with screening and grit removal.

**Little Miami WWTP Four Mile Pumpstation, Cincinnati MSD, Cincinnati, OH**

Project Manager for evaluation of wet weather pumps, bypass treatment alternatives, and outfall sewer.

**Wastewater Planning, Design and Construction, Miamisburg, OH**

Managed the wastewater facilities master plan for the City in 1999 and again in 2007, covering the covering the collection system and WRF, including prioritized CIP and phasing for future improvements. Also coordinated with Ohio EPA for compliance issues and negotiated plan for improvements. Project Principal for design of upgrades to the collection system and WRF to increase peak wet weather flow capacity and improve dry weather treatment.



## Sean FitzGerald, PE

Vice President

*Mr. FitzGerald has 25 years of collection system experience and currently serves as Hazen's Asset Management group leader. He has extensive experience in conveyance asset management helping numerous utilities develop and implement programs to proactively plan for operations, assessment and renewal.*

### Education

MSEnvE, University of Cincinnati,  
1994

BSCOE, University of Cincinnati,  
1992

### Certification/License

Professional Engineer: OH, KY, NY,  
TX

NASSCO PAQP Certification

BAM-I Asset Management  
Certification

### Areas of Expertise

- Hydraulic analysis
- Pipe and pump station design
- Sewer and water master planning
- Sewer and force main assessment and rehabilitation

### Experience

- 25 total years
- 13 years with Hazen

### Professional Activities

Water Environment Federation  
- Collection System Committee

Ohio Water Environment  
Association - Collection System  
Committee

American Waterworks  
Association

Kentucky-Tennessee Water  
Environment Association

### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

System-wide planning leader for the development of the RMP to eliminate recurring SSOs and WWTP capacity issues under current and future conditions. This project is being done as part of a Consent Decree between LFUCG and USEPA and the State of Kentucky. Hydraulic models developed as part of the capacity assessment phase were used to develop and evaluate system improvements to ensure capacity and eliminate recurring overflows. Providing technical support for the implementation phase under the RMP Program Implementation.

### Asset Management Program, Jefferson County Department of Environmental Services, Birmingham, AL

Technical Lead - Assisted in the development of a prioritized condition assessment and O&M program with the goal of addressing overflows, many of which are related to O&M issues. Also includes the development of asset management software tools that will enable the County to better manage its operations and to better target collection system spending. The program so far has resulted in a greater than 60% reduction in dry weather overflows. An automated cleaning frequency algorithm was developed and is being implemented as a software tool that will automatically generate work orders based on cleaning findings. Acoustic inspections are also being used to optimize the program.

### Consent Order Implementation Program Management, Ft. Lauderdale, FL

Technical Advisor - The Florida DEP Consent Order requires the City to develop and implement a robust AM/CMOM and capacity improvement program to reduce spills associated with lack of capacity, pipe failures and blockages. Played key role in gaps analysis, development of levels of service and performance measures, and risk assessment.



**Updated Watershed Plan, SD1 of Northern Kentucky, Fort Wright, KY**

Project Manager - This plan is a revision and optimization of the previous plan developed in 2009. It is in response to revised Consent Decree signed in 2019 and will include remedial measures through 2040 to eliminate SSOs to the 2-year storm and reduce CSOs to meet the CSO policy.

**East Side Pump Station and Equalization Tank, Miamisburg, OH**

Technical Advisor for replacement of existing pump station with fine screening, compaction, and loadout; divided cast-in-place wet well, with dry pit centrifugal pumps with VFDs to pump 15 mgd to WRF and to a 1.3 MG buried cast-in-place concrete equalization basin.

**CIP Program Management, Cleveland, OH**

Lead project controls, design details development, and level of service for program management of the City's CIP program which mainly comprises the asset renewal of their large diameter sewers over 100 years old.

**Integrated Long Term Control Plan, Marion OH**

Technical Lead - Included development of detailed hydraulic model and system analysis to address system problems including storm flooding, CSOs, SSOs, and basement back-ups. Evaluation included hydraulic impacts within collection system and at the WWTP in the collection system model. Remedial measure options included peak flow conveyance to the WWTP, in-line storage, upstream detention, and off-line equalization.

**CSO-45 Preliminary Design, Northeast Ohio Regional Sewer District, Cleveland, OH**

Project Engineer for the preliminary design to mitigate surface and sewer flooding near the Jennings Road pump station. The project includes the detailed evaluation of the flooding risk due to excessive flows in Big Creek as well as in the combined sewer system which have been causing significant property damage in the area. The project also includes the preliminary design for CSO mitigation to meet the required level of control for the CSO. Key challenges for the project include the need to deal with river water intrusion which is having a significant impact on the CSO and was not taken into account during the original LTCP.

**InfoWorks Modeling Services, SD1 of Northern Kentucky, Fort Wright, KY**

Project Manager to provide all collection system modeling services using the InfoWorks modeling software. Includes utilizing the model for developing quarterly report statistics to the EPA as part of its Consent Decree requirements, predicting SSO and CSO activations as well as volumes, evaluating flow data, model updates, and all model recalibration as new flow data is obtained and new infrastructure is constructed.



## Thomas R. Schaffer, PE, DBIA

### Senior Associate

*Mr. Schaffer has 35 years of engineering experience on municipal collection system and treatment plant projects. He has served as project manager, design manager and project engineer for wastewater planning studies and conceptual, preliminary, and detailed designs of expansions, upgrades, and rehabilitations of wastewater treatment plants, pump stations and collection systems.*

#### Education

Master of Science, Environmental Engineering, Georgia Institute of Technology, 1986

Bachelor of Science, Agricultural Engineering, University of Minnesota System, 1979

#### Certification/License

Professional Engineer: OH, KY, GA, IN

#### Areas of Expertise

- WWIPs
- Pump Stations
- Large Diameter Sewers/Force Mains

#### Experience

- 35 total years
- 6 years with Hazen

#### Professional Activities

Water Environment Federation

Kentucky-Tennessee Water Environment Association

Ohio Water Environment Association

Design-Build Institute of America

#### **Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY**

Technical Advisor/Reviewer for implementation of LFUCG's RMP required by USEPA Consent Decree. Project includes development of design standards and standard specifications, conceptual designs for all WWTP, wet weather storage, and pump station projects; a continuation of stakeholder involvement services; assistance with funding acquisition; peer reviews of all design plans and specifications developed by other design consultants; and coordination with regulatory agencies.

#### **Wolf Run Pump Station Expansion and Relocation, LFUCG, Lexington, KY**

Project Manager for expansion and relocation of the Wolf Run Pump Station which includes coarse screening, flow measurement, divided cast-in-place wet well, valve vault, odor control, chemical addition, submersible pumps with variable frequency drives, building that blends with the surrounding horse farms, and green features such as a rain garden and pervious pavement. The project also includes 3,500 feet of 48-inch diameter gravity interceptor and 9,500 feet of 30-inch force main.

#### **Picadome Pump Station/Force Main Improvements, LFUCG, Lexington, KY**

Design Manager for project that addressed sanitary sewer overflows (SSOs) in the Wolf Run Watershed by pumping flows directly to the Town Branch WWTP, which off-loaded the downstream trunk sewer. The project was approved and joint funded by LFUCG and UK and included 10,000 linear feet of 20-inch force main and a new 6-mgd pumping station.

**Western Regional Conveyance System (WRCS), SD1 of Northern Kentucky, Fort Wright, KY**

Project Manager for WRCS which collects wastewater from much of Boone and Western Kenton Counties for transport to the Western Regional WWTP. Started with route selection study, selection of pipe materials, environmental surveys, geotechnical and archaeological investigation. One key component of the detailed design was coordinating construction of the new collection system with interception and conveyance of the existing wastewater flows. Total construction cost for these projects was \$58 million, which included 122,000 feet of interceptor (30 to 72-inch) and force main (24-inch) and 17 mgd pump station.

**WWTP Improvements, Interceptors and Force Mains, Findlay, OH**

Project Manager for planning, design and construction of 71,000 feet of sewers ranging in size from 24-inches to 42-inches, and Bright Road pumping station with a capacity of 15 mgd.

**Otter Creek Collection System, Richmond Utilities, Richmond, KY**

Project Manager for \$15.5 million collection system that included 60,000 feet of sanitary sewers ranging from 8-inches to 48-inches and two pump stations (3 mgd and 11 mgd). Sewers eliminated 10 existing pump stations and two existing WWTPs while transporting wastewater flows to new Otter Creek WWTP. Included initial flow projections and alignment evaluations, detailed design, bidding, and construction services. Two additional collection system projects were the Goggins Lane parallel sewers (to increase upstream sewer capacity) and the Wilgreen pump station (5 mgd) and force main.

**Wastewater CIP Implementation, Miamisburg, OH**

Project Manager for the planning, funding, preliminary design, detailed design, bidding, construction, and startup of \$40 million capital improvements for wastewater collection and treatment system. Projects includes Riverview sewer/water, Westover pump station, East Side pump station EQ basin, sewer rehabilitations, and WWTP improvements.

**Several Pump Station Upgrades, Butler County, OH**

Project Manager for preliminary and detailed design of expansion and upgrades to the following existing pump stations; North Main Street, Sharon Creek, Greencrest, Trenton and Scoutmaster.

**LeSourdsville Wastewater Reclamation Facility Improvements-Phase 2, Butler County, OH**

Construction Manager for \$40 million multi-prime construction project that included new pretreatment facility (with 70 mgd influent pump station, fine screens, and grit removal and loadout), aeration tanks (set up for BNR), high speed turbo blowers and blower building, secondary clarifier, RAS/WAS pump station, and outfall. Upgraded facilities included wet weather storage with mixing and aeration, and three existing secondary clarifiers.



## Clay Johnson, PE

### Senior Principal Engineer

*Mr. Johnson has 8 years of experience in the design of a wide array of projects, including program management for consent decree services, stormwater management and design for commercial and highway projects, sanitary sewer design, hydraulic analysis of streams for roadway crossings and river port design, hydrological analysis for permitting and design, site engineering for local government and commercial sites, and roadway design for state highway projects.*

#### Education

BSCE, University of Kentucky, 2011

BA, University of Kentucky, 2009

#### Certification/License

Professional Engineer: KY, TN

#### Areas of Expertise

- Stormwater management
- River/stream modeling
- Site design
- Transportation

#### Experience

- 8 total years
- 3 years with Hazen

#### Professional Activities

American Society of Civil Engineers

#### **Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY**

Project Engineer – Assist in the creation of RMP project conceptual design technical memorandums project alternatives, RMP construction schedules, peer reviews, design alternative optimization workshops for RMP projects, and technical specification writing and creation. Manage multiple construction projects for LFUCG-DWQ (RMP) through project design, bidding, construction and closeout. Duties include maintaining contract directives, RMP schedule deadlines and capacity requirements, monthly progress meetings, shop drawing review, application for payment review and approvals, managing field orders, change orders and request for information. Project Manager for all or part of the following RMP projects:

- Expansion Area 3 Trunk
- Shandon, Winburn, Thoroughbred Trunks
- Wolf Run Trunks B and C
- Wolf Run Trunk D and E
- Lansdowne South Trunk
- Southeastern Hills Trunk

#### **Holly Hills and Meadowview Rehabilitation, Frankfort, KY**

Project Manager for the rehabilitation of approximately 10,000 linear feet of sewer in two neighborhoods in the city of Frankfort. Provided construction administration services during construction. Project included rehabilitation of existing sanitary sewer infrastructure through the utilization of cured-in-place pipe and point repairs.

**Nicholasville Interconnect Pump Station, Nicholasville, KY**

Performed engineering design and construction oversight for new water pump station to connect the water systems of the City of Nicholasville and Jessamine South Elkhorn Water District. Project included coordination with surrounding utilities as well as tie-in to future water system.

**Chemical Feed Building Improvements, Kentucky American Water, Lexington, KY**

Provided site/civil engineering to support the construction of four new chemical feed buildings at three separate WTP sites. Work included the layout of the proposed structures, coordination with local utilities to obtain easements and approvals, and the site design components for three sites to allow for the new buildings to tie-in to the existing plant operations.

**Wastewater Treatment Plant Upgrades Phase I and II, Union, OH**

Provided site/civil engineering to support the treatment plant upgrades at the Union WWTP site. Upgrades included a new aeration tank, new RAS pump station, new secondary clarifier, as well as upgrades to various plant piping infrastructure. Work included the installation of a retaining wall, new site access roadway, new stormwater infrastructure, and the re-grading of the site to accommodate the new structures.

**O'Bannon Creek Wastewater Treatment Plant Upgrades, Clermont County, OH**

Provided site/civil engineering to support the treatment plant upgrades. Upgrades included a new clarifier, new parshall flume, new splitter box, new effluent filters, as well as upgrades to various plant piping infrastructure. Work included a new site access roadway and re-grading of the site to accommodate the new structures.

**Moccasin Bend WWTP Secondary Clarifier Upgrades, OH**

Provided site civil support for the improvements to the WWTP, including the addition of a new chlorine contact tank, dechlorination facility, secondary clarifiers, RAS pump station, and related yard piping.

**Franklin Area WWTP Phase 1 Improvements, Franklin, OH**

Provided site civil support for the improvements to the WWTP, including the addition of a new chlorine contact tank, chemical building, headworks, primary clarifier building, and lift station.



## Trey DeRoche, PE

### Senior Principal Engineer

*Mr. DeRoche has provided extensive inspection and administration services during construction for capital construction projects. He has 8 years of experience in planning, design, and construction administration for municipal and water and wastewater clients. His areas of expertise include hydraulics, conveyance and distribution system analysis/design, and chemical feed design.*

#### Education

MECEE, University of Louisville, 2011

BSCE, University of Louisville, 2010

#### Certification/License

Professional Engineer: KY

#### Areas of Expertise

- Wastewater conveyance system analysis and design
- Wastewater facilities standard operating procedures and O&M manuals
- Water distribution system planning and analyses
- Treatment plant construction administration and site management

#### Experience

- 8 total years
- 4 years with Hazen

#### Professional Activities

Water Environment Federation

KY/TN Water Environment Association (WEA) Young Professionals Committee Member

Kentucky Society of Professional Engineers

#### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Provided preliminary engineering and program management support for the implementation of city-wide wastewater system improvements as dictated by EPA Consent Decree. Involved taking projects from planning stage to preliminary stage, and assisting with the review of detailed designs performed by other design consultants.

#### Hartland Trunk Sewer Relocation, LFUCG, Lexington, KY

Lead Engineer for the relocation of LFUCG Hartland Trunk sewer interceptor immediately upstream of West Hickman WWTP. Design included site survey, conveyance model coordination, existing utility interference mitigation, and sewer interceptor plan and profile.

#### Downtown CSO Interceptor, Louisville MSD, Louisville, KY

Engineer for the design of a new interceptor to convey flow from 11 combined sewer overflows to a deep tunnel system as part of Louisville MSD's amended Consent Decree and Integrated Overflow Abatement Program. New interceptor design included 2,250 linear feet of PVC pipe and PCCP ranging in diameter from 12-inches to 60-inches, three elevated diversion/control gate structures, six at-grade diversion structures, and one bending weir installation. Assisted with plan and specification development. Led design report development and design of bending weir.

#### Lexington and Payne CSO Interceptor, Louisville MSD, Louisville, KY

Engineer for the design of a new interceptor to convey flow from nine combined sewer overflows to a deep tunnel system as part of amended

Consent Decree and integrated overflow abatement program. New interceptor design included pre-stressed concrete cylinder pipe routed beneath an existing concrete creek channel (South Fork Beargrass Creek Improved Channel) ranging in diameter from 36-inches to 102-inches, eight diversion structures, six control gate structures, and a vehicle access ramp into the improved concrete channel of South Fork Beargrass Creek. Assisted with plan and specification development. Led design report development.

**Combined Sewer Overflow Dam Modifications, Louisville MSD, Louisville, KY**

Project Manager and Lead Engineer for the design of weir modifications and overflow eliminations along the Louisville MSD central relief drain. Conducted review of MSD's existing CSO data. Performed site visits to confirm dimensions of existing CSO locations. Designed weir modifications including bending weirs, flap weirs, and concrete dams to assist in decreasing the number and volume of combined sewer overflows.

**Crescent Hill Water Treatment Plant North Coagulation Complex Rehabilitation, Louisville Water Company, Louisville, KY**

Resident Engineer for services during construction during \$6.5 Million rehab project. Reviewed submittals, requests for information, and pay requests. Facilitated regular progress meetings, issued meeting minutes, and communicated with contractor to maintain project progress. Consistently given positive feedback from client project manager regarding attention to detail and concern for client's best interest.

**B.E. Payne Water Treatment Plant Lagoon #4, Louisville Water Company, Louisville, KY**

Lead Engineer and Owner's Representative throughout east end bridges construction. Conducted inspection during construction to ensure construction activities in the lagoon #4 berm did not adversely impact structural integrity. Construction activities included soil borings, tree clearing, sheet-pile installation, and pile-driving. Attended progress meetings, reviewed submittals and work plans.



## Ethan Hypes, EIT

Assistant Engineer

*Mr. Hypes' wastewater collection experience includes planning, hydraulic modeling, and design. As an assistant modeler in Hazen's hydraulic modeling group, He has gained extensive hydraulic modeling experience through numerous model calibration and validation projects, as well as modeling alternatives analysis for planning projects.*

### Education

B.S. in Environmental Engineering, North Carolina State University, 2016

### Certification/License

Engineer-In-Training: KY

### Areas of Expertise

- Drinking water and wastewater treatment plant design
- Groundwater and surface water hydrology principles
- Distribution system design
- ArcGIS and Autodesk Civil 3D

### Experience

- 4 total years
- 3 years with Hazen

### Professional Activities

American Water Works Association

Water Environment Federation

### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Assistant Engineer providing as needed support to the implementation of the remedial measures plan. Assist in writing RFPs to procure professional design services.

### Program Management Services, LFUCG, Lexington, KY

Project Engineer for the program management of the sanitary sewer system to ensure compliance with all Consent Decree mandated initiatives. Provide all annual sanitary sewer program management services including, but not limited to coordination and provision of all sanitary sewer content for each Consent Decree quarterly report and coordination and provision of all sanitary sewer content for each Consent Decree annual report.

### Infoworks Sewer System Modeling Support, SD1 of Northern Kentucky, Fort Wright, KY

Project Engineer supporting the maintenance of hydraulic models. Provided support for the quarterly and annual report submittals to EPA and KDOW as required by the consent decree. As part of this effort, the hydraulic models were updated quarterly as new projects were completed and the impact of those projects on CSO/SSO volumes was examined. Also included as needed modeling support for various modeling tasks. These tasks ranged in complexity from analyzing simple MH configuration adjustments to analyzing capacity for new development and model recalibration/refinement. In addition, provided watershed planning support, and assistance for annual SSO list revisions.

### Capacity Maps, SD1 of Northern Kentucky, Fort Wright, KY

Developed system-wide capacity maps as part of the InfoWorks modeling support project. Capacity maps were color-coded to show the peak flow



percent of full pipe capacity that would occur if no conveyance restrictions existed in the collection system. The maps are planned to be posted on SD1's website for developers to quickly analyze where capacity exists within collection system.

**Glenns Creek Interceptor, Contract 2, Frankfort, KY**

Prepared sewer rehabilitation plans to correct identified system deficiencies and reduce extraneous flows. Design included sewer line replacements, lining and point repairs in addition to manhole rehabilitation measures. Also provided support related to the Kentucky Infrastructure Authority State Revolving Fund environmental review process.

**Downtown CSO Interceptor, Louisville MSD, Louisville, KY**

Project design of approximately 2,200 LF of pipe, ranging in diameter from 12-inch to 60-inch. The Interceptor will convey flow from 11 CSO locations through diversion structures to the Ohio River Tunnel for storage.

**Whites Creek WWTP Process Model Sampling, Metro Water Services, Nashville, TN**

Sampling team member responsible for collecting samples and performing field analysis of samples collected throughout the solids and liquid streams of the treatment process to determine COD, TP, orthophosphate, ammonia, and nitrate concentrations. A process model of Whites Creek WWTP was used to develop a calibrated process model of the plant. The process model was then used to optimize the design of a new aeration system, including diffuser grid layout, operational flexibility, energy savings, and future BNR control strategies.



## Kelley Florence, EIT

Assistant Engineer

*Ms. Florence has 3 years of experience in the water and wastewater industry, including conveyance design and treatment plant and analysis.*

### Education

BSCE, Virginia Tech, 2016

### Certification/License

Engineer-In-Training: KY

### Areas of Expertise

- Wastewater conveyance system design
- Wastewater treatment analysis

### Experience

- 3 total years
- 3 years with Hazen

### Professional Activities

American Waterworks Association

### Remedial Measures Plan (RMP) Implementation Services, Lexington Fayette Urban County Government (LFUCG), Lexington, KY

Provided preliminary engineering and program management support for the implementation of city-wide wastewater system improvements as dictated by EPA Consent Decree. Involved taking projects from planning stage to preliminary stage, and assisting with the review of detailed designs performed by other design consultants.

### Lexington and Payne CSO Interceptor, Louisville MDS, Louisville, KY

Engineer for the design of a new interceptor to convey flow from nine combined sewer overflows to a deep tunnel system as part of Louisville MSD's amended Consent Decree and integrated overflow abatement program. New interceptor design included pre-stressed concrete cylinder pipe routed beneath an existing concrete creek channel (South Fork Beargrass Creek Improved Channel) ranging in diameter from 36-inches to 102-inches, eight diversion structures, six control gate structures, and a vehicle access ramp into the improved concrete channel of South Fork Beargrass Creek. Assisted with plan, specification, and design report development. Continues to provide engineering assistance throughout construction.

### Downtown CSO Interceptor, Louisville MSD, Louisville, KY

Engineer for the design of a new interceptor to convey flow from 11 combined sewer overflows to a deep tunnel system as part of Louisville MSD's amended Consent Decree and integrated overflow abatement program. New interceptor design included 2,250 linear feet of PVC pipe and PCCP ranging in diameter from 12-inches to 60-inches, three elevated diversion/control gate structures, six at-grade diversion structures, and one bending weir installation.

**West Hickman WWTP Biological Phosphorus Removal Improvements, LFUCG, Lexington, KY**

Engineer on the process modeling task for BPR design improvements. Task included historical data review, detailed field sampling, and influent characterization. A model was developed and calibrated in BioWin and used to evaluate alternative designs of improvements to optimize BPR.

**Upper Mill Creek WRF General Plan and TDS Study, Butler County, OH**

Engineer involved in the historical data review, model calibration, and alternatives evaluation as part of a nutrient limits and TDS Study for the 16 mgd facility.

**Whites Creek WWTP Fine Bubble Aeration System Design, Nashville Metro Water Services, Nashville, TN**

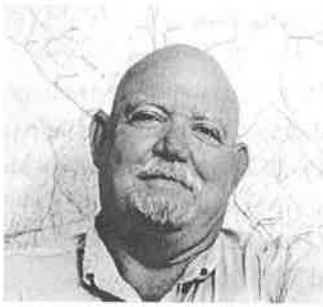
Engineer involved in the field sampling for process model calibration at the 37.5 mgd WWTP. A nutrient removal evaluation was performed using a calibrated BioWin model to determine optimal nutrient removal configurations to meet potential future TN and TP limits. Project includes replacement of coarse bubble aeration system with fine bubble and replacement of existing blowers with smaller, more efficient turbo blowers. Improvements also include channel mixing and implementation of unaerated zone to improve settling performance and additional flexibility in the dry and wet weather operation of the aeration tanks.

**Morris Forman Odor Study, Louisville MSD, Louisville, KY**

Study on odor formation due to inefficiencies in the wastewater treatment plant processes. Assisted with data analysis and report development.

**Derek Guthrie WQTC Secondary Clarifier Grout Repair and Gate and Actuator Replacement, Louisville MSD, Louisville, KY**

Involved in the design for the replacement of six slide gates and six weir gates and their associated actuators in existing clarifiers at the Derek Guthrie WQTC. Additionally, assisted in the design of two new isolation gates in the existing aeration basin and replacement of grout in six clarifiers.



## Roy Burgher, PE

### Senior Field Coordinator

*Mr. Burgher has more than four decades of experience in municipal utility operations, including maintenance, planning, design, construction and administration.*

#### Certification/License

- Water Distribution Class III (Inactive)
- Landfill Operator (Inactive)
- Landfill Manager (Inactive)
- Compost Operator (Inactive)
- Commercial Drivers License (Inactive)
- American Concrete Institute Technician Grade I (Inactive)

#### Areas of Expertise

- Maintenance
- Planning
- Design
- Construction and administration

#### Experience

- 41 total years
- 7 years with Hazen

#### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Project Manager for design and construction of trunk sewers and wet weather storage facilities. Services includes project design meetings, construction progress meetings, and troubleshooting construction problems.

#### Capacity, Management, Operations and Maintenance (CMOM) Implementation Services, LFUCG, Lexington, KY

Senior Field Coordinator for implementation of LFUCG's CMOM-related programs which are mandated by its USEPA Consent Decree. Services include field evaluations, standard operating procedures, training, specifications, and procurement/construction administration.

#### Strodes Creek Wastewater Treatment Plant, Winchester Municipal Utilities, Winchester, KY

Resident Project Representative for construction of wastewater treatments plants, pump stations, gravity and force main sanitary sewers for a 7.2 mgd WTP.

#### Otter Creek Wastewater Treatment Plant, Richmond Utilities, Richmond, KY

Resident Project Representative for construction of wastewater treatments plants, pump stations, gravity and force main sanitary sewers for a 8 mgd WTP.

#### Wastewater Treatment Plant, Irvine Municipal Utilities, Irvine, KY

Resident Project Representative for construction of wastewater treatments plants, pump stations, gravity and force main sanitary sewers for a 2 mgd WTP.

#### Operation and Maintenance for Various Projects, Lexington, KY

- 15 mgd raw water intake on the Kentucky River, 96-acre reservoir and 5 mgd intake structure, 5 mgd water treatment plant

- Five elevated water storage tanks, 160 miles of water lines with sizes ranging from 2- to 18-inch
- 7.2 mgd wastewater treatment plant with 24 mgd firm capacity influent pump station. Biological capacity 650 mg/l BOD, 650 mg/l TSS
- 17 collection system pump stations ranging in size from 0.10 mgd to 1.7 mgd, 135 miles of gravity sanitary sewers and 20 miles of force main sewers ranging in size from 4- to 18-inch
- Solid waste transfer station with daily throughput of 68 tons

#### **Various Projects, Lexington, KY**

In responsible charge of all operations, engineering, finance, customer service, and human resources for a city-owned water, wastewater, and solid waste utility.

- Planning and design of 7.2 mgd Strodes Creek Wastewater Treatment Plant
- Development and implementation of a sanitary sewer main replacement program
- Development and implementation of a water valve and hydrant replacement program
- Development and implementation of a manhole grade adjustment program
- Development and implementation of five-year capital plan and budgets
- Development and implementation of a vehicle maintenance program for fleet of 55 vehicles and various construction equipment ranging from automobiles, pickup and dump trucks, solid waste collection and transfer trucks, hydraulic jet trucks, backhoes, bulldozers, graders and excavators
- Development and implementation of vehicle replacement plan
- Development and implementation of a sewage pump station maintenance program
- Development and implementation of an industrial pretreatment program
- Assist in development of annual operations and maintenance budget for three utility operation including support services of engineering, customer service, human resources, billing and finance



## Justin Reynolds, EIT

Assistant Engineer

*Mr. Reynolds has experience in planning and construction administration services for wastewater collector sewers, interceptor sewers, and pumping stations, as well as planning for right-of-way green infrastructure.*

### Education

BSCE, University of Kentucky,  
2016

### Certification/License

Engineer-In-Training: KY

### Areas of Expertise

- GIS data analysis & map publishing
- GIS data collection
- Bidding and construction administration services
- Technical assistance for water and wastewater utilities

### Experience

- 1 total year
- <1 year with Hazen

### Professional Activities

Water Environment Federation

### Remedial Measures Plan (RMP) Implementation Services, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY

Project Engineer – Assist in the planning of design alternative optimization workshops for RMP projects and technical specification creation. Assist in construction administration services for LFUCG-DWQ (RMP) including shop drawing review and project scheduling.

### South Sewer Extension, Georgetown Municipal Water and Sewer Service, Georgetown, KY

Project Engineer – Assist in planning and construction permits for approximately 16,100 linear feet of collection lines, cleanouts, and laterals, 17,000 linear feet of new interceptor sewer, a new 4,000-gpm pump station, 3,000 linear feet of force mains, and upgrades to existing pump stations

### Glenns Creek Interceptor, Contract 2, Frankfort, KY

Project Engineer – Provide construction administration services for approximately 8,300 linear feet of sanitary sewers 18-inches to 24-inches to be dig and replaced with 24-inches to 36-inches sanitary sewers, 40 new manholes, two (2) bore and jacked crossings under a CSX/RJ Corman railroad (227 linear feet) and M.L.K. Blvd. (382 linear feet), one open cut road crossing, and one point repair sanitary sewer rehabilitation.

### Coney Island Right-of-Way Green Infrastructure, New York Department of Environmental Protection, Brooklyn, NY

Project Engineer – Assist in developing tributary drainage area maps and spreadsheets by reviewing and editing GIS data collected on tributary drainage areas and potential green infrastructure sites, as well as developing a boring plan for preliminary green infrastructure sites to meet water quality standards in New York City's waterways and be included in DEP's CSO Long Term Control Plan. The Area-Wide Contract involves a 574 acre project site in the CI-005 Phase 3 Tributary area to the Coney Island WWTP.

## **MICHAEL PEAK, PE**

### ***Project Engineer***

Mr. Peak joined EHI Consultants in 2005. As project engineer at EHI Consultants, Mr. Peak has performed multiple tasks for the review, design, and production of KYTC and local roadway construction, airport design, and site design plans. Some examples of tasks completed for these plans include, drainage analysis, culvert analysis, site grading, maintenance-of-traffic (MOT) plans, right-of-way (ROW) acquisition, quantities, and cost estimates, permanent signage plans, permanent striping plans, project quantity summaries, and cost estimates. He also has experience in design and analysis of bike/pedestrian facilities, utilities, and erosion control. Specific project experience includes:

### **LFUCG New Salt Barn Site Assessment and Feasibility Study, Fayette County, KY**

This project consisted of a site assessment and feasibility study of the existing conditions of the LFUCG Streets and Roads facility. EHI was tasked with evaluating and identifying options to replace the existing salt barn. Mr. Peak was tasked as project manager to provide technical site analysis, salt barn expansion potential, site utilities, parking expansion and cost estimates.

**Louisville International Airport (SDF) Master Plan, Jefferson County, KY for Louisville Regional Airport Authority** – The airport master plan is a study consisting of long-term development plans and improvements for the Louisville International Airport. Current project tasks include compiling an analysis of the airport's existing support facilities, utilities, and environmental constraints. Additional project tasks include surveying, and various long-range planning analyses.

**Town Branch Greenway – Phase 2, Fayette County, KY for Lexington-Fayette Urban County Government** – The Town Branch Greenway, part of the Town Branch Commons Corridor project, will be a 3.2-mile multi-use trail that in downtown Lexington. This ongoing project consists of civil engineering design services for the design multi-use trail includes traffic and pedestrian signal, striping, and signage plans. Additional services will include project quantities and cost estimates related to the traffic and pedestrian signal, striping, and signage plans, and assisting in the bid document and construction administration processes.

**Midland Avenue Mixed-Use Development, Fayette County, KY for Community Ventures** – This ongoing project consists of civil engineering design services for a new mixed-use building for residential and commercial purposes along with a renovation and expansion of the current building on a redeveloped property near downtown Lexington in Fayette County, Kentucky. Project tasks consists of final site utility plans, specifications, and notes (water, gas, and sanitary sewer), final erosion control plans, specifications, and notes, and construction administration.

**Old Forester Distillery, Jefferson County, KY for Brown-Forman Corporation** – This project consisted of civil engineering design services for a new 70,300 SF building and renovation of an existing façade for a new distillery in downtown Louisville in Jefferson County, Kentucky. Project tasks consists of final grading and drainage plans and notes, final site utility plans, and notes (water, gas, and sanitary sewer), final erosion control plans and notes, and construction administration.



### **EDUCATION**

Master of Engineering  
Civil Engineering  
University of  
Louisville

Bachelor of Science  
Civil Engineering  
University of  
Louisville

### **REGISTRATIONS**

Kentucky PE #26271

### **SPECIALIZED TRAINING**

InRoads II  
Grading Technician  
Level I  
Course  
OSHA - Health and  
Safety for  
Hazardous Waste  
Operations  
Certified  
XP SWMM Training  
NASSCO Pipeline  
Assessment  
Certification  
Program

### **PROFESSIONAL ASSOCIATIONS**

American Society of  
Highway Engineers

**Dixie Highway Bus Rapid Transit, Jefferson County, KY for Louisville Metro Public Works** – This ongoing project consists of civil engineering design services for adding bus rapid transit (BRT) route to service residents living along Dixie Highway and other major streets throughout the route in Jefferson County, Kentucky. Phase 1 project tasks consisted of inventorying of existing utilities and drainage lines and structures, crash data, and traffic data, preliminary ROW acquisition, assisting in the development of preliminary utility concept plans, and public involvement. Phase 2 project tasks consists of assisting in the development of final utility plans, assisting in the development of final lighting design plans, existing utility field verification, and public involvement.

**Berea College Alumni Building Renovation, Berea KY, for Berea College** – This project is located within the Berea College campus and consisted of a major renovation of the lower level of the Alumni Building (approximately 11,000 square feet) and renovation and expansion its adjacent courtyard. Civil engineering services for the renovation included site development (new retaining wall, driveway, and sidewalk design), new utility plans and details (water, gas, and sanitary sewer), grading & drainage plans and details, and erosion control plans and details.

**Mountain Parkway Extension (KY 9009), Wolfe County, KY, Morgan County, KY, Magoffin County, KY, and Floyd County, KY for Kentucky Transportation Cabinet** – This project consists of civil engineering design services for widening, extension, and improvements to Mountain Parkway from Campton to Prestonsburg. Project tasks consisted of reviewing and providing comments for preliminary line and grade, right-of-way, and joint inspection plans of the widening and improvements of multiple segments (between Campton and Salyersville) and for the preliminary plans of the extension (from Salyersville to Prestonsburg).

**Blue Grass Airport Taxiway Safety Enhancement Program (TSEP), Fayette County, KY for Lexington-Fayette Urban County Airport Board** – This project consisted of civil engineering design services for multiple phases of the TSEP for Blue Grass Airport in Fayette County, Kentucky. Project tasks for Phase 2 of the TSEP consisted of utility plans, profiles, critical cross sections, quantities, and construction estimates for the embankment construction of a new Aircraft Rescue and Fire Fighting (ARFF) Building.

**Garrett Morgan Elementary School, Fayette County, KY for Fayette County Public Schools** – This project consisted of civil engineering design services for a new 73,000 SF building and parking for a new elementary school in Fayette County, Kentucky. Project tasks consisted of grading and drainage that includes a bus loop, a parent drop-off loop, and parking, drainage and culvert design, utility design (water, gas, and sanitary sewer), erosion control design, and water quality analysis.

**New Circle Road (KY 4) & Versailles Road (US 60) Interchange, Fayette County, KY for Kentucky Transportation Cabinet** – This project consisted of civil engineering design services for improvements to the New Circle Road (KY 4) & Versailles Road (US 60) Interchange in Fayette County, Kentucky. Project tasks consisted of developing a study of the existing interchange, utility coordination, developing alternate layouts for improvements to the interchange, and final drainage and culvert design.

**US 68/KY 80 over Kentucky Lake and Lake Barkley, Marshall County, KY and Trigg County, KY for Kentucky Transportation Cabinet** - This project



#### **EDUCATION**

Master of Engineering  
Civil Engineering  
University of  
Louisville

Bachelor of Science  
Civil Engineering  
University of  
Louisville

#### **REGISTRATIONS**

Kentucky PE #26271

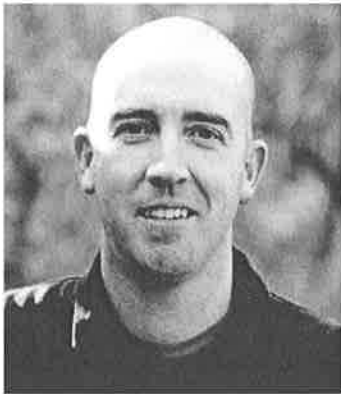
#### **SPECIALIZED TRAINING**

InRoads II  
Grading Technician  
Level I  
Course  
OSHA - Health and  
Safety for  
Hazardous Waste  
Operations  
Certified  
XP SWMM Training  
NASSCO Pipeline  
Assessment  
Certification  
Program

#### **PROFESSIONAL ASSOCIATIONS**

American Society of  
Highway Engineers





**R. Derek Motsch**

Derek is a registered Professional Engineer with over 10 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in drainage and hydrology, water and wastewater treatment and distribution and civil site utility design.

Derek is very skilled at the production of construction documentation and technical details. He is also adept at computer / three dimensional modeling and rendering, and uses his modeling skills to assist in making design decisions and in the production of construction drawings.

**Registration:**  
Kentucky, PE 26439

**Education:**  
  
University of Kentucky  
Bachelor of Science,  
Civil Engineering, 2004

Asbury University, BA  
Physical Science, 2002

**Professional Experience:**

Element Design  
October 2017 - Current

Summit Engineering, Inc.  
Sept. 2013 - Oct. 2017

Cann-Tech, LLC.  
Sept. 2004 - August 2013

Kenvirons, Inc., E.I.T.  
May 2004 - Sept 2004

**Element Design Project Experience:**

- Lexington Police Department New Canine Facility - Lexington, KY
- Athens Boonesboro New Elementary school - Lexington, KY
- AB Sawyer Park Master Plan Implementation & Parking Lot Renovation - Louisville, KY
- Bluegrass Community and Technical College - Newtown Pike Campus Expansion - Lexington, KY
- Bluegrass Community and Technical College - Georgetown Campus Parking Expansion - Lexington, KY
- Collins Lane Elementary School Replacement - Frankfort, KY
- Eastern Kentucky University - Sanitary Sewer Capacity Study - Richmond, KY
- Eastern Kentucky University - Athletic Sports Facility - Richmond, KY
- Eastern Kentucky University - Pedway Project - Richmond, KY
- Eastern Kentucky University - Wellness Center - Richmond, KY
- Lebanon City Hall - Lebanon, KY
- Lexington Police Canine Facility - Lexington, KY
- Morgan County High School - West Liberty, KY

**Previous Experience Employed Prior to Employment at Element Design:**

**Boone County Board of Education**

- (WV) Sherman WWTP

**Cave Run Water Commission**

- Water Treatment Plant Initial Operations
- US 460 Relocation
- 500,000 Gallon Ground Storage Tank

**City of Lawrenceburg**

- By-pass Sewer Extension
- Ground Water Protection Plan
- Cox Road Water Line Extension
- Wild Turkey 500,000 Gallon Tank

**City of Leitchfield** raw water intake project

**City of Lancaster** WWTP and Collection System Rehab PER

**City of Manchester**

- County-wide water line extension
- Big Creek water line extension
- Manchester water treatment plant

- Grey Fork water line extension
- Big Hickory water line extension
- Best Western area sewer
- Pennington Hill pump stations
- Paces Creek relocation

### **City of Paintsville**

- Paintsville water line extension
- Paintsville water line extension Phase 2
- Combined facility plan
- Downtown sewer rehab
- Paintsville sewer project (SBR wastewater treatment plant and lift station)

### **City of Pikeville**

- 201 Facility Plan
- Marion Branch Industrial Park Master Plan
- Marion Branch Industrial Park Project Contract 1-4

### **Bath County Sanitation District**

- Preston Sewer Operation and Maintenance
- Preston Sewer Phase 2

### **Elkhorn City .385 MGD SBR Wastewater Plant**

### **Garrard County Sanitation District**

- Paint Lick Sewer Project

### **Grayson County Water District**

- Project 16, 17 and 19 water line extensions
- Larue County Water District #1
- Lincoln Boyhood water line extension
- 2008 water line project water line extension
- 50,000 Gallon ground storage tank
- US 31E water line relocation

### **Letcher County Fiscal Court**

- Crafts Colley Sewer Project
- Dry Fork Sewer Project

### **Magoffin County Fiscal Court**

- Magoffin County Economic Development Sewer

### **Maysville Utility Commission**

- Washington sewer redesign
- Maysville CSO Phase 2
- Wastewater treatment plant expansion
- Lawrence Creek force main

### **Pike County Board of Education**

- Millard School Site Utilities and WWTP

### **Salyersville Water Works**

- Grinder Pump Replacement Project



## Renato Nojadera, PE, PMP

### Associate

*Mr. Nojadera has successfully managed projects in various stages of design and construction, including overseeing a water main replacement program, design of new water mains, construction of wastewater pumping stations, and the construction of an Enhanced Nutrient Removal (ENR) upgrade to Piscataway Wastewater Treatment Plant.*

#### Education

BSCE, University of South Florida,  
2008

#### Certification/License

Professional Engineer: MD  
Project Management Professional  
NASSCO: PACP, MAOP, LAOP  
Confined Space Certified

#### Areas of Expertise

- Program/project management
- Construction administration and management
- e-Builder & Procure administrator
- Project controls/Master scheduling /Cash flow in P6

#### Experience

- 15 total years
- 5 years with Hazen

#### Professional Activities

American Society of Civil Engineers  
Project Management Institute

#### **Asset Management Program, Jefferson County Department of Environmental Services, Birmingham, AL**

Project Controls/Master Scheduler - Assisted the County in prioritizing and strategically targeting where to best spend its significantly reduced O&M budgets, capital improvements budgets, and severely depleted manpower. Additionally assisted in the creation of a construction management plan, which provided procedures on how to use Primavera Contract Manager, SharePoint and other tools effectively to manage construction projects on the program. Developed a master schedule using Primavera P6 for all capital projects within the program (over 150). Established standardized life cycle templates used for each project and estimated costs for design and construction where added cash flow reports were utilized for the entire CIP program.

#### **Wastewater Consent Order (CO) Program, Task Order No. 1, Ft. Lauderdale, FL**

Master Scheduler - The City entered into CO, which identified various corrective actions along with completion deadlines required to improve sanitary sewer service. The task order was issued to set up the initial programmatic services for the program, which included preparing a CO program schedule, developing a master program cost model, and generating a corrective actions cost update report. Created a cost-loaded, master program schedule that consisted of 28 components, 21 projects, and 7 programs. Established a standard project life-cycle with the client and implemented it on each project. Cost tracking was emphasized, and several Level of Effort activities were created on each project to track soft costs, design fees, construction cost, contingencies and program management. Provided training for program staff so that monthly program updates can be performed locally.

**Lexington and Payne CSO Interceptor and Downtown Interceptor, Louisville MSD, Louisville, KY**

Schedule Reviewer - This project consists of installing 102-inch, 96-inch, 84-inch, and 36-inch PCCP pipe in bedrock underneath Beargrass Creek. There are 8 diversion and control structures that divert flow to the proposed interceptor pipe eventually discharging to MSD's CSO tunnel drop shaft #3. The DTI has four areas of focus that divert flow to the new gravity sewers eventually discharging to MSD's CSO tunnel drop shaft #1. Performed the initial detailed schedule reviews to establish the construction project baselines and currently performing monthly reviews of the contractor's progress schedules.

**Program Management Services, Water Utilities, Baltimore, MD**

Program Manager - Assisted the City with meeting their annual water main rehabilitation and replacement design goals of 15 miles of water main renewal per year. Responsibilities included program management, project management, design oversight, creating and maintaining standards, coordinating with other agencies, technical design review, permitting, community outreach, and training staff. Managed a portfolio of 20 water contracts in the design and bid phases, totaling approximately 63 miles of design work. Managed the in-house design team and helped supplement the planned CIP projects to achieve the FY'17 15-mile goal. Performed claims analysis, post-award services, prepared specifications, cost estimates, created a cost and resource loaded master schedule of the entire program, which was used to forecast renewal mileage and upcoming milestones.

**Water Main Replacement Program Management, Baltimore, MD**

Deputy Program Manager - Led four sub-consultant teams to oversee the City's water infrastructure replacement program. Work included creating master schedules, coordinating with review agencies and design consultants to ensure timely completion of the work; reviewing invoices and progress reports; administrating MBE/WBE involvement and providing oversight of all documentation policies and procedures. Assisted with updating the City's Capital Improvement Program for water utilities

**Olentangy Water Treatment Plant Expansion, DEL-CO Water Company, Delaware, OH**

Construction Schedule Reviewer - Work consists of providing additional potable water treatment capacity at the WTP to increase process flow from 19.2 mgd to 28.8 mgd. In addition to site work, yard piping, and valve modifications, major components of work include a new raw water vault and meter, additional rapid mix equipment, softening basin, chemical storage and feed equipment improvements, expansion of the existing filter building and a new clear well on site.



## Vivek Sai, PE

Senior Associate

*Mr. Sai is a strategic member of the Geographic Information System/Spatial Information Systems Management (GIS/SIM) group with Hazen.*

### Education

MS Chemical Engineering,  
University of South Florida, 2002

BE Chemical Engineering, Shivaji  
University, 1998

### Certification/License

Professional Engineer: FL, AL

### Areas of Expertise

- Hydrology and hydraulic modeling
- Water and wastewater facility design
- GIS - ArcGIS
- Database design and development (SQL server, access)
- Data collection and processing
- Utilities infrastructure management

### Experience

- 21 total years
- 15 years with Hazen

### Professional Activities

American Water Works  
Association, AWWA

Water Environment Federation,  
WEF

American Institute of Chemical  
Engineers, AIChE

Mr. Sai has over two decades of experience in environmental engineering, asset management, GIS and information systems. He has developed and updated numerous water and wastewater hydraulic models in a variety of software packages. His experience also includes a multitude of projects related to GIS application development, utility infrastructure, conducting sewer evaluation studies, condition assessments and database management, and construction-related services

### Asset Management Program, Jefferson County Department of Environmental Services, Birmingham, AL

Project Engineer for development of program which will include the entire collection system consisting of approximately 3,200 miles of sanitary sewer, 80,200 manholes, and 174 pump stations and serving 144,000 customers. It also includes planning, evaluation, flow monitoring coordination, rehabilitation design, pipe upsizing, construction administration, construction management, capital improvement program assistance, budgeting, scheduling, overflow reporting, and other tasks associated the collection system. Responsibilities include, assisting in development of automated tools to help with sewer rehabilitation effort and to make staff more efficient. Tool and data to be developed include the following: asset management platforms, SSES data, capacity assurance programs, asset inventory and condition data, rehabilitation, replacement, cleaning and maintenance methods, system performance data SSOs and backups, TVI, manhole inspections, and standardized condition evaluation and asset life estimation methods.

### Water and Sewer Systems GIS Development, Arcadia, FL

The City desired to transfer its paper atlas into digital format. Developed an ESRI geodatabase comprising of gravity mains, manholes, pump stations and force mains. Relevant attribute information for feature class were populated based on as-built information and/or field verification. The system included over 14 miles of force main piping, over 39 miles of gravity main, and 32 pump stations. The second phase included condition assessment of their sewer collection system. CCTV inspection of gravity mains and manholes were included as part of their SSES study and provided rehabilitation recommendations and developing capital improvement projects.

**Rock Run, Little Falls, and Watts Branch Sewer Basins  
Comprehensive Study, Washington Suburban Sanitary  
Commission, Montgomery County, MD**

Project involved an infiltration/inflow (I/I) analysis, sewer system evaluation, and an inventory, prioritization, and plan for addressing exposed sewer pipes in the basins. Responsible for management of all flow monitoring data, GPS/GIS data, hydraulic modeling data, video data and synchronization of field data with central data-bases. Also responsible for the QA/QC review of CCTV and manhole inspections of the sanitary sewer, making recommendations for rehabilitation and maintenance of manholes and pipe segments and, cost estimation.

**Piscataway Creek Basin Comprehensive Sewer Study, Washington  
Suburban Sanitary Commission, Montgomery County, MD**

The I/I and SSES program included a trunk sewer inspection program for sewer lines greater than 15-inches located near water bodies. As Project Engineer, was responsible for management of all flow monitoring data, GPS/GIS data, video data and synchronization of field data with central databases. Also responsible for the review of CCTV and Manhole inspections of the sanitary sewer and provided recommendations for rehabilitation and maintenance of manholes and sewer segments.

**Low Level Collection System Evaluation and Sewershed Plan,  
Baltimore, MD**

This project was driven by Consent Decree and aimed to address sanitary sewer overflows in the wastewater collection system. The sewershed contains approximately 250 miles of sewers ranging in size from 8 to 100 inches in diameter. The project involved field inspection activities including flow metering, hydraulic modeling, manhole and gravity sewer CCTV inspections, GIS/data management, public outreach and rehabilitation cost estimating. Provided support in coordinating manhole inspection field work and review of MACP data to identify deficiencies in the collection system, as well as participating in data management, model preparation, and efforts to update the City's GIS.

**Sewer Condition Assessment, Reading, PA**

Project was driven by Consent Decree to identify priority areas in the sanitary sewer system that require repair, replacement and or rehabilitation, and provide implementation schedule. The City's collection system is comprised of approx. 430 miles of sewers ranging from 6-inches to 66-inches in diameter. Involved in managing inspections data done by subcontractors and reviewing PACP and MACP data to identify deficiencies in the collection system, and develop rehabilitation plan and implementation schedule. Also involved in updating the City's GIS.



## Odus C. Baker

### Inspector



#### PROFESSIONAL SUMMARY

Before joining Vision Engineering in 2008, Mr. Baker had served 25 years in the US Air force as flight line supervisor, overseeing daily work task and coordination with other Army's divisions. Mr. Baker responsibilities at Vision Engineering include field inspections of sanitary, storm, detention, water quality, and landscape planting.

**Years of Experience: 11**

#### Education

University of Kentucky, BS  
Landscape Architect 05/09.

Community College of Air  
Force, A.S. From 1993 to 2008.

#### REPRESENTATIVE SANITARY SEWER PROJECTS

Perform site inspection, field report to design engineer, Owner, and Contractor. The scope is to document proper installation and compliance with local and state regulation for erosion/sediment controls, proper installation and backfilling of sanitary sewer and manholes. The scope also involves prepare daily field reports, quantifying and documenting amount rock excavations with sketches and dimensions, as well as inspecting vacuum and TV test for the following projects.

- West Hickman Trunk D, Lexington, KY
- West Hickman Trunk B & C, Lexington, Kentucky
- 4235 Harrodsburg Road Sanitary Sewer Extension, Lexington, Kentucky
- The Polo Club at Hamburg Place, Sanitary Sewer Extension, Lexington, Kentucky
- East Lake Trunk Sewer Replacement, Lexington, Kentucky
- Century Hill Trunk Sewer Replacement, Lexington, KY
- Idle Hour, Trunk Sewer Replacement, Lexington, KY
- Woodhill, Trunk Sewer Replacement, Lexington, KY
- Newtown Pike, Trunk Sewer Replacement, Lexington, KY
- FedEx Sanitary sewer, Lexington, Kentucky
- Slickway Sewer Rehabilitation/ Improvement Phase I & II, Frankfort, Kentucky.
- Robinson Terrace Sanitary Sewer Rehabilitation, Richmond, Kentucky.
- University Edge, Sanitary Sewer Extension, Lexington, KY
- Morning Point-Senior Housing, Lexington, KY
- Ruccio Way Senior Housing, Sanitary Sewer Extension, Lexington, KY
- Wesley Village Senior housing, Sanitary Sewer Extension, Wilmore, KY
- Red Mile Village, Sanitary Sewer Extension, Lexington, Kentucky.
- Wooldridge Subdivision, Versailles, Kentucky.
- Cedar Village Subdivision, Versailles, Kentucky.
- Reserve at Andover, Lexington, Kentucky.
- Blue Grass Regional Mental Health, Lexington, Kentucky.
- Henderon Farm, Georgetown, Kentucky.



## Jerry Rogers

Field Coordinator

*Mr. Rogers served for more than 28 years as an employee with the Northern KY Water District, 15 total years in maintenance and 3 years as maintenance foreman. He has significant experience with all aspects of maintaining drinking water pumping and storage systems. His responsibilities as a resident project representative involve working closely with design engineers, utility/ municipal representatives and other stakeholders.*

### Education

Maintenance Technology  
Certification, Gateway Technical  
College, 2016

### Certification/License

IVA DW Treatment License -  
#1125

### Areas of Expertise

- Project inspection
- Maintenance

### Experience

- 28 total years
- <1 year with Hazen

### Glenn's Creek Interceptor, Frankfort, KY

Resident Project Representative - Provided construction oversight for the installation of approximately 8,300 linear feet of sanitary sewers sized 24-inches to 36-inches, forty (40) new manholes, two (2) bore and jacked crossings under a CSX/RJ Corman railroad and M.L.K. Blvd., one open cut road crossing, and one point repair sanitary sewer rehabilitation.

### Holly Hills and Meadowview Sanitary Sewer Rehabilitation, Frankfort, KY

Resident Project Representative - Provided construction oversight for the rehabilitation of approximately 5,350 linear feet of 8-inch Cured-In-Place Pipe, approximately 460 linear feet of 12-inch Cured-In-Place Pipe, approximately 220 linear feet of 8-inch point repair, and the installation of three (3) new manholes.

### Pendleton County Sewer System Improvements, Falmouth, KY

Resident Project Representative - Project designed to serve unsewered customers throughout the county. Work involves improvements and upgrades to the Butler wastewater treatment plant including replacement of existing chlorine disinfection with an ultraviolet disinfection system, and construction of sludge drying beds to reduce volume of sludge for disposal. May 2014 thru January 2015

### Pendleton County Sewer Extension, Butler KY

Resident Project Representative. Lock Road Gravity Sewer line installation March 2015 thru June 2015



**Rural Loraine County Water Authority, Lorain County, OH**

Project 14340 linear feet 12-inches PVC Water Main and Relocate package Pump Station. June 2015 thru January 2016

**Elevated Storage Tank and New Sodium Hypochlorite Building**

**Northern Kentucky Water District, Fort Thomas, KY**

Performed weekly spot inspections on these facilities.

**East Forks Clarks River Pump Station Upgrades, Murray, KY**

Took over Inspection duties to finish installation of 24-inch gravity sewer lines and manholes and diversion structures.

**Route 4 Water Main Improvements, Fairfield, OH**

Installation 12, 16, and 20 inch ductile iron water main.

**Ohio River Intake Pumping Station No. 1, Northern Kentucky Water District, Fort Thomas, KY**

Maintenance Foreman - Upgrading improvements to intake pump station (single source of raw water for 44 mgd WTP) which historically experienced significant mechanical problems, vibration, equipment failure, etc., with original 1250 HP vertical, double suction pumps. Scope of work included review of original station, vibration analysis of existing equipment, and hydraulic model and transient (surge) model. Three of six existing pumps were replaced with new 1250 HP vertical turbine pumps. Work also involved emergency replacement of pump #1 (12.5 mgd) and pump #2 (11 mgd), and replacement of pump #6 (12.5 mgd).

**Main St Tank Upgrades, Northern Kentucky Water District, Alexandria, KY**

Maintenance Foreman - Assisted in tank modifications, spot repairs, full removal and replacement of existing riser pipe, removal of existing tank interior paint and painting of tank interior and exterior.

**Hands Pike Pump Station Improvements, Northern Kentucky Water District, Covington, KY**

Maintenance Foreman - Water distribution system improvements include designing and implementing a high to low pressure backup system as a precautionary measure to keep customers with water if a main break occurred in a lower pressure zone.

**T. Michelle Howlett, P.E., LEED AP**  
**President/Chief Electrical Engineer**

**Education**

University of Kentucky, 1990  
Bachelor of Science,  
Electrical Engineering

**Registration & Professional Affiliations**

Professional Engineer - Electrical, KY #19856  
Professional Engineer - Electrical, IN #19900067  
Professional Engineer - Electrical, OH #63761  
Professional Engineer - Electrical, TN #105945  
NFPA Member #2543563  
LEED Accredited Professional

**Experience and Qualifications**

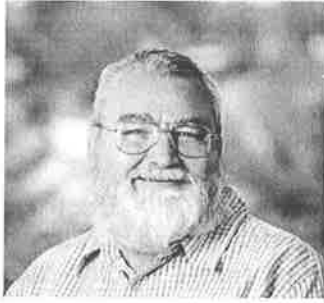
Ms. Howlett has over 28 years of experience as project manager and electrical engineer for a broad array of projects up to \$140M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation. Ms. Howlett routinely follows projects from preliminary planning through design, bidding, construction, and post construction phases, including on-site inspection.

**Relevant Project Experience**

- **MCC Relocation, Morris Forman Water Quality Treatment Center, Louisville, KY** - Principal-in-charge for the design team for an emergency design-build project to provide facilities for relocated motor control and power distribution equipment after a major flood event. The project includes a new motor control building, renovation of existing building space to accommodate motor control equipment, medium and low voltage power distribution, including above-grade 13.8 KV feeders and support structures throughout the plant, and controls.
- **High Yard Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY** - Project manager and electrical engineer for the replacement of the high yard serving the treatment plant. The facility is primary metered at 69 KV. The project includes a double-ended 69 KV x 13.8 KV substation with 20 MVA auto-tap transformers each side, 13.8 KV double-ended draw-out switchgear with tie, and central multi-stage power factor correction. SF6 breakers provide transformer primary protection. New protective relays, power metering equipment, are networked with the plant SCADA system.
- **Hite Creek Water Quality Treatment Center Improvements, Louisville, KY** - Electrical and instrumentation engineer for an \$8M expansion which includes additional grit removal, clarifier, return sludge and scum pumping, UV system, chemical feed facility, and plant drain pump station. The project also includes new influent metering and various miscellaneous improvements including a new primary metered electrical service and generator upgrades.

## **T. Michelle Howlett, P.E., LEED AP (continued)**

- **Hite Creek Water Quality Treatment Center Expansion, Louisville, KY** - Electrical and instrumentation engineer for a 6 MGD to 9 MGD expansion and dewatering addition. The project includes additional aeration tanks and blower upgrades, sludge holding tank and blower upgrades, dewatering centrifuge and associated pumps and equipment, replacement of UV disinfection, and replacement of tertiary filters. The control system includes the addition of programmable logic controller to the existing plant SCADA system. The project also includes replacement of a unit substation and standby generator, as well as site lighting throughout the plant.
- **Headworks Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY** - Electrical and instrumentation engineer for upgrades to the existing east and west headworks facilities. The east headworks handles up to 200 MGD and includes four bar screens, three vortex grit systems, and grit classifiers. The west headworks handles 225 MGD and includes three bar screens and three grit collectors. Electrical and instrumentation includes new motor controls, SCADA system additions, lighting upgrades, and general power and control system improvements.
- **Rowan Pump Station, Louisville, KY** - Instrumentation engineer for a 50 MGD pump station which provides dewatering for the Ohio River Tunnel. The tunnel provides storage and conveyance for combined sewer wet weather events. The pump station includes a 200 ft. deep wetwell, with 10 variable speed submersible dewatering pumps and two grit pumps. PLC based controls are used for flow and level control and monitoring.
- **Southwestern Parkway CSO Storage Basin, Louisville, KY** - Electrical and instrumentation engineer for a new 20M gallon wet weather holding facility for Louisville MSD. The project includes multiple diversion structures, storage basin, pump station with five variable speed dewatering pumps and two sump pumps, and washdown systems. The design includes various instrumentation and controls including multiple PLC and remote I/O panels, flow and level monitoring, and standby power system. The project is constructed using a progressive design build delivery method.
- **Influent Pump Station Improvements, Cedar Creek Water Quality Treatment Center, Louisville, KY** - Electrical and instrumentation engineer for upgrades to the existing influent pump station, including new variable frequency drives for 6-130 hp submersible pumps and constant speed starters for 4-34 hp pumps. A new programmable logic controller provides level control and monitoring for pumps and remote control and monitoring of motor actuated gates and valves.
- **Muddy Fork Interceptor SSO Storage Basin, Louisville, KY** - Electrical and instrumentation engineer for a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based.
- **Logan CSO Storage Basin, Louisville, KY** - Electrical engineer for the design-during-construction phase of the project, including submittal review of major equipment, assistance with design changes during construction, and other construction related tasks, including on-site inspection for the CSO modifications portion of the project.



## Rich Van Dyke, PE

### Associate

*Mr. Van Dyke has 36 years of mechanical design experience in the engineering field. His responsibilities include project management, HVAC, plumbing, and fire protection design. His experience includes an extensive range of projects working with municipal, commercial, educational, and industrial projects.*

#### Education

BSME, Tennessee Technological University, 1983

BS, Mechanical Engineering, Lipscomb University, 1981

#### Certification/License

Professional Engineer: TN, VA, SC, MD, LA, MD, NV, AL, KY

#### Areas of Expertise

- Heating, ventilating and air conditioning
- Plumbing
- Fire protection

#### Experience

- 36 total years
- 3 years with Hazen

#### Professional Activities

CxA, Commissioning Authority

EMP, Energy Management Professional

CEM, Certified Energy Manager

#### Shelby Basin CSO, Metro Water Services, Nashville, TN

Project Manager and Lead Designer for the design and construction of HVAC and plumbing systems for a new bar screen building installed for a combination sewer outlet system.

#### Wet Weather Combined Sewer Storage Facility, Chattanooga, TN

Lead HVAC design engineer for the HVAC and Odor Control systems for three above ground combined sewer wet weather storage tanks

#### Whites Creek WWTP, Metro Water Services, Nashville, TN

Project Manager and Lead Designer for the design and construction of HVAC and plumbing systems for a new control building installed for a six channel effluent ultra violet lamp system.

#### Omohundro WTP Administration Building, Metro Water Services, Nashville, TN

Project Manager and Lead Designer for the design and construction of HVAC, Plumbing and Fire Protection systems in the remodel of an existing 25,000 square foot administration and vehicle services building.

#### WWTP Upgrades, Clarksville Water Department, Clarksville, TN

Project Manager and Lead Designer for the design and construction of HVAC and plumbing systems for a new replacement HVAC systems in various buildings throughout the plant during rehabilitation after the flood reseeded. Assessment of equipment damage of HVAC systems after plant flooded.

#### Piscataway WWTP Raw Water Pump Station, Washington Suburban Sanitary Commission, Washington, DC

Discipline Project Manager and Lead Designer for the design and construction of HVAC systems for a new raw water pump station. NFPA 820 compliant ventilation systems with cost effective energy savings solutions for energy recovery and implementation of future waste heat recovery.

**North Regional WWTP Digester Improvements, Newark OH**

Discipline Project Manager and Lead Designer for the design and construction of HVAC systems for a new boiler plant to serve digesters. Design included ventilation systems, boiler flues, hydronic piping, natural gas piping and digester gas piping for the plant.

**Disinfection Improvements, Tri-Cities Wastewater Authority, Dayton, OH**

Discipline Project Manager and Lead Designer for the design and construction of HVAC systems for a new chemical storage facility for sodium hypochlorite and sodium bisulfite. Design included ventilation systems and plumbing system piping for the facility.

**Indian River WTP, Village of Ossining, NY**

Engineer of Record and Lead Designer for the design of HVAC, plumbing and fire protection systems for a new 20,000 square foot water treatment building.

**New Headworks Facility, Metro Water Department, Nashville, TN**

Quality control engineer for the design of a new headworks facility for the main sewage facility in the system.

**4 MGD Plant Expansion, Department of Public Utilities, Johnston County, NC**

Lead engineer for the HVAC and Plumbing design for the new expansion of the wastewater facilities. Responsible for ensuring compliance with 820 standards and regulations.



## William G. Leadbitter, PE

### Senior Associate

*Mr. Leadbitter is the lead structural engineer for Hazen's Midwest region. He is responsible for coordinating and supervising all structural work in the region and also manages a growing staff of structural engineers. His recent work has been directed toward the structural design and construction administration of wastewater treatment facilities and collection system infrastructure.*

#### Education

BSCE, North Carolina State University, 1997

#### Certification/License

Professional Engineer: MA, NH, NC, IN, KY, MD, MN, MO, OH, PA, TN, VA

#### Areas of Expertise

- Structural design related to water and wastewater treatment facilities, collection systems, bridges, and architectural structures
- Structural condition assessment of existing infrastructure
- Construction administration and field inspection
- Concrete repair and rehabilitation

#### Experience

- 25 total years
- 22 years with Hazen

#### Professional Activities

Chi Epsilon – Civil Engineering Honor Society

American Concrete Institute

Structural Engineers Association of Ohio

American Institute of Steel Construction

#### **West Hickman WWTP Final Clarifiers #7 and #8 Structural Repair, Lexington-Fayette Urban County Government (LFUCG), Lexington, KY**

Lead Structural Engineer for the evaluation and design of the repairs to the bottom slab and clarifier mechanism for existing final clarifiers. Project also includes replacement of the upstream gates in flow splitter box #1.

#### **Derek R. Guthrie Water Quality Treatment Center Secondary Clarifier Mechanism Replacement, Louisville MSD, Louisville, KY**

Structural Lead for rehabilitation of three 130-foot diameter secondary clarifiers. Repairs included removal and replacement of swept-in grout topping, pressure relief valve repair and expansion joint repair.

#### **Collection System and WWTP Improvements, North Olmsted, OH**

Lead Structural Engineer for two phases of collection system improvements on the 1.25 mgd Clague Park EQ Basin and the 0.5 mgd Dover EQ Basin. Structural Engineer of Record for the design of the Phase 2 improvements at the WWTP that increased wet weather treatment capacity to 30 mgd, reduced odor production, and improved reliability for all treatment processes.

#### **WWTP Flood Recovery and Improvements, Clarksville, TN**

Assisted in emergency inspection of structures at the plant following catastrophic flooding in the spring of 2010, determine whether structures could be safely returned to service, or if repairs were required. Structural Engineer of Record for long term improvements.

**Engineer of Record, Louisville Water Company, Louisville, KY**

Performed structural inspections of the B.E. Payne WTP Clearwell and Cardinal Hill Reservoir. Identified structural repairs for CIP budgetary purposes, and provided technical memorandums to the owner.

**Dry Creek WWTP Headworks, Hydraulics, and Odor Control Improvements, SD1 of Northern Kentucky, Fort Wright, KY**

Lead Structural Engineer - Assisted in the design and construction of a new headworks facility, odor control structure and splitter box. The headworks, rated at 105 mgd, includes four perforated plate mechanical screens, three Eutek grit removal tanks and two cyclone/classifiers constructed as part of a two-story building.

**LeSourdsville Water Reclamation Facility Phase 2 Improvements, Butler County Water and Sewer Department, Butler County, OH**

Coordinated all structural responsibilities during construction. This included shop drawing review, RFI responses and resolution of field issues. The improvements will expand the annual average capacity from 12 mgd to 15 mgd (expandable to 18 mgd in the future) and increase the peak flow capacity from 32 mgd to 70 mgd (expandable to 100 mgd in the future).

**WRF Improvements and East Side Pump Station/ EQ Basin, Miamisburg, OH**

Structural Engineer for design of a new 15 mgd dry well/wet well pump station and 1.3 MG equalization basin. Station will include two mechanical fine screens and compactors, and four sanitary pumps. Two additional pumps will be used to deliver flow in excess of 15 mgd to the EQ Basin. The 1.3 MG EQ Basin will be constructed below grade in the park just west of the new pump station. WRF Improvements included new grit removal facilities, RAS EQ/storage, UV disinfection and effluent pump station along with renovation of existing plant.

**FIRM**

Jackson Group

**EDUCATION**

Arkansas State University

BS, Wildlife Ecology & Management, 2000

MS, Biology, 2004

U.S. Army, 82nd Airborne 1993-1997

**CERTIFICATIONS**

Wetland Delineation

**Permits**

USFWS Permit TE-102292-11  
T&E Bat Species

Mr. Jackson is the President/Ecologist of Jackson Group. He has more than 15 years of project management experience in ecological and environmental services. In his current capacity, Mr. Jackson's responsibilities include project oversight, proposal writing, client/agency consultation, and completing technical and regulatory reports, such as Biological Assessments and Biological Evaluations in support of Section 7 consultation under the Endangered Species Act, and NEPA (National Environmental Policy Act) documents.

**SELECTED EXPERIENCE**

**Barge Waggoner Sumner & Cannon, Inc. SR-35. 2016.**

Crew leader on a road construction project, performed a presence/probable absence survey for threatened and endangered bat species, with special emphasis on Indiana bats (*Myotis sodalis*) and Northern Long-eared bats (*Myotis septentrionalis*) in Greene County, Tennessee.

**EA Engineering. R.C. Bryd Locks and Dam. 2016.** Project leader on an Indiana bat and Northern Long-eared bat habitat assessment and portal survey in Mason County, West Virginia and Gallia County, Ohio.

**EBI Consulting. Chapel Lane REVA. 2016.** Crew leader on bat survey for a proposed cell phone tower, performed a presence/probable absence survey for threatened and endangered bat species, with special emphasis on Indiana bats (*Myotis sodalis*) and Northern Long-eared bats (*Myotis septentrionalis*) in Floyd County, Indiana.

**Ross Tarrant Architects. Martin County High School. 2016.** Crew leader on bat survey for a proposed high school, performed a presence/probable absence survey for threatened and endangered bat species, with special emphasis on Indiana bats (*Myotis sodalis*) and Northern Long-eared bats (*Myotis septentrionalis*) in Martin County, Kentucky.

**RM Johnson Engineering, Inc. Lower Griffin Gate Sewer for LFUCG. 2016.** Crew leader on bat survey for a sewer improvement project, performed a presence/probable absence survey for threatened and endangered bat species, with special emphasis on Indiana bats (*Myotis sodalis*) and Northern Long-eared bats (*Myotis septentrionalis*) in Fayette County, Kentucky.

**Morehead State University, MSU Stream Stabilization Site 1 Construction. 2016.** Project Manager, designer, construction manager for the stream restoration and stabilization for Triplett Creek, Morehead, KY.

**Kinder Morgan. Miller Coors Wetland Mitigation. 2011 – Present.** Project team member assisting in the plan to provide a conceptual approach for the creation and monitoring of an off-site freshwater emergent wetland in response to the construction of a gas pipeline.

**TRC Solutions. ET Rover Pipeline. 2015.** Project manager in the inventory of bat species, establishing the presence or probable absence of the federally listed endangered Indiana bat (*Myotis sodalis*) and threatened Northern Long-eared bat (*Myotis septentrionalis*) along the 710 mile pipeline right of way in Ohio.



# Richey Newton, PLS

## Surveying Director of Vision Engineering



### PROFESSIONAL SUMMARY

Mr. Newton has more than 35 years of experience in engineering / survey projects. He is responsible for overseeing Vision Engineering's survey department and correlating with the design team. Typical projects Mr. Newton completed including ALTA, boundary, legal description, final record plats, and easement acquisition. Mr. Newton supervises the use of both conventional data acquisition systems as well as global positioning system (GPS) technology

**Years of Experience:** 35

#### Education

BS, 1997, Environmental Science/ Ecology; Morehead State University.

#### Professional Qualifications

Professional Land Surveyor, KY  
L.S. #3674

### PROJECT SPECIFIC EXPERIENCE

Extensive experience locating boundary and easement lines and site features including vegetation, topography, and utilities. The following represents an abbreviated list of recent projects which required a detailed collection of site specific features:

- West Hickman Trunk B/C: Approximately 8,700 linear feet of gravity sanitary sewer with associated easements exhibits and legal descriptions.
- Lansdowne Trunk Sewer: Approximately 2,400 linear feet of gravity sewer and associated lateral line.
- Red Mile Pump Station and Force main: Approximately 5,400 linear feet of force main and associated easement.
- Oak Grove Sanitary Sewer and Pump Station: Approximately 11,450 linear feet of sanitary sewer, pump station, and associated easement.
- Robinson Terrace approximately 3.800 linear feet of sanitary sewer, associated lateral line, and sanitary sewer easement.
- Sharon Village Pump Station and gravity sewer: Approximately 2,100 linear feet of sanitary sewer.
- Grand Campus (Yorick Place): Approximately 16 acres for student housing development in Richmond, KY. Included the relocation of Barnes Mill Road & permanent dedication of Right of Way
- Wesley Village: Approximately 16 acres for a retirement community in Wilmore, KY.
- Hampton Inn: Approximately 5 acre for a hotel and infill development in Lexington, KY.
- Cumberland Run: Approximately 156 acres for a horse track in Corbin, KY.
- Red Mile Racetrack: Approximately 66 acres for entertainment facility associated with horse track in Lexington, KY.

**Kentucky Division of Water (KDOW) Statewide FEMA Risk Map Update:** Global positioning system (GPS) field collected data for detail and limited detail per FEMA Schedule M for culverts, bridges, dams, reservoirs, and Levees approximately 150 miles of detail and limited detail. The following are some of these streams:

- Fayette, Scott, and Jessamine Counties: East & West Hickman, North Elkhorn, and Town Fork approx. 30 miles of survey.
- Scott County: North Elkhorn, approximately 18 miles of detail survey.
- Union County: Tradewater River, Dyson, and Cypress Creek approximately 20 miles of detail survey.



## Lee J. Czor, P.E.

Office Leader, Business Development/Principal Engineer - Lexington, Kentucky

**Experience:** 23 years  
**Education:** M.S., 1999, Civil Engineering, University of Tennessee  
 B.S., 1998, Civil Engineering, University of Tennessee  
**Registration:** Professional Engineer: KY, OH, IN  
**Certification:** OSHA Confined Spaces

Mr. Czor has over 23 years of experience in civil and geotechnical engineering projects which include water and wastewater treatment plants, commercial and industrial buildings, and extensive transportation infrastructure. Mr. Czor is responsible for supervision of field explorations, developing subsurface material parameters, performing engineering analyses, and developing engineering reports (including construction recommendations and specifications). Mr. Czor mentors junior staff and provides peer review for current projects. A relevant sampling of representative projects Mr. Czor has managed includes the following:

- *Town Branch Wastewater Treatment Plant, Preliminary Geotechnical Exploration, Lexington, Kentucky* – Project Manager for proposed Equalization Basin(s). These services included drilling nine preliminary test borings to evaluate the subsurface profile at four candidate locations, laboratory soil sample review, preliminary engineering analyses and preparation of the report. Services were provide to Hazen and Sawyer, P.C., who were performing the civil engineering design.
- *UK Trunk Sewers C & D, - Project Prncipal for Geotechnology.* We provided geotechnical consulting services including approximately 130 soundings for the trunk sewer for UK/LFUCG. Later, geophysical services were added along with additional drilling and engineering.
- *Proposed Chemical Storage & Fee Facility at KY American Water KRS1 Treatment Plant, Lexington, Kentucky* – Project Principal. Geotechnology provided geotechnical exploration for the purpose of evaluating the general subsurface profile at the site and to relate the engineering properties of the soils and bedrock, that is their classification, strength and compressibility characteristics, to the proposed chemical storage and feed structure foundation design and to site development. Our scope of services included geotechnical borings, laboratory review and testing, engineering analyses, and preparation of this report.
- *West Hickman WWTP Clarifiers 7 & 8, Lexington, Kentucky* - Project Manager responsible for oversight while Geotechnology performed construction materials testing and special inspection services for the construction of the new 22-million-gallon wet weather storage tank and treatment plant improvements at the project site. Geotechnology performed a geotechnical exploration for the clarifier repair project, construction materials testing, and reviewed load tests of two existing rock anchors for the slab in Clarifier 8. The purposes of our geotechnical exploration services for the repair project were to evaluate the general subsurface profile at the site and the engineering properties of the bedrock; and to develop recommendations for the reuse of the existing rock anchors, and the design of the new rock anchors for repairs to the clarifier slabs, which were provided in our geotechnical exploration report.

QUALITY

INTEGRITY

RESPONSIVENESS

PARTNERSHIP

OPPORTUNITY

SAFETY

St. Louis, MO | Erlanger, KY | Memphis, TN

Overland Park, KS | Cincinnati, OH | Fairview Heights, IL | Lexington, KY

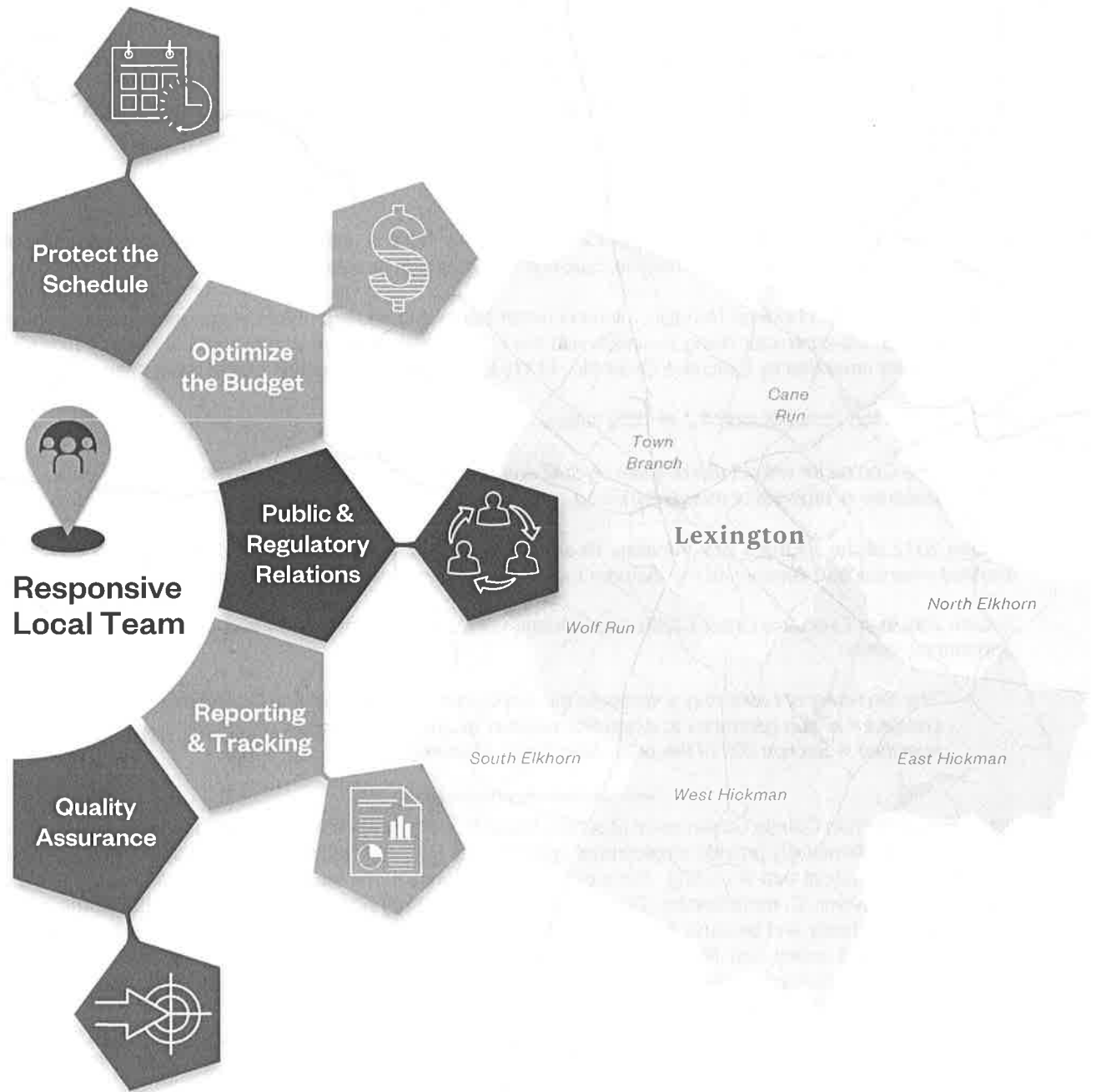
Dayton, OH | Oxford, MS | Jonesboro, AR



FROM THE GROUND UP

geotechnology.com

# Appendix B | Affirmative Action Plan, Workforce Analysis, and MWDBE Participation



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

\*\*\*\*\*

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

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

Bidders

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

  
\_\_\_\_\_  
Signature

Hazen and Sawyer  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Hazen and Sawyer

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	61	5	37	0	8	1	5	0	0	1	2	0	0	0	2	7	54
Professionals	1,011	574	204	53	35	33	15	0	0	49	26	2	1	13	6	724	287
Superintendents	3	2	0	0	0	0	0	0	0	1	0	0	0	0	0	3	0
Supervisors	51	38	6	3	0	0	0	0	0	4	0	0	0	0	0	45	6
Foremen																	
Technicians	40	14	15	2	0	3	0	0	0	0	3	0	0	1	2	20	20
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	<b>1,166</b>	<b>633</b>	<b>262</b>	<b>58</b>	<b>43</b>	<b>37</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>55</b>	<b>31</b>	<b>2</b>	<b>1</b>	<b>14</b>	<b>10</b>	<b>799</b>	<b>367</b>

Prepared by: Glenys Herrera- Gomez Date: 06 / 06 / 2019

Senior-Principal Human Resource Coordinator *(Name and Title)*

Note: "Superintendent" are based on our Executive/Senior Level Officials and "Supervisors" are based on our First/Mid-Level Officials

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Hazen and Sawyer

Complete Address: 230 Lexington Green Circle, Suite 520, Lexington, KY 40503  
Street City Zip

Contact Name: Jon Schubarth Title: Associate VP, Office Manager

Telephone Number: 859-219-1126 Fax Number: N/A

Email address: jschubarth@hazenandsawyer.com





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #25-2019 Sanitary Sewer Remedial Measures Plan Program Management Consulting Services**

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Magna Engineers 861 Corporate Dr., Ste 210 Lexington, KY 40503	WBE	-Instrumentation and Control -Electrical	TBD	TBD
2. Vision Engineering, LLC 128 E. Reynolds Road, Lexington, KY 405017	MBE	-Surveying	TBD	TBD
3. Jackson Group 3945 Simpson Lane Richmond, KY 40475	VOSB	-Environmental -Permitting -Cultural Resources	TBD	TBD
4. Element Design 366 South Broadway Lexington, KY 40508	WBE	-Project Management	TBD	TBD
5. EHI Consultants 333 W. Vine St., Ste 300 Lexington, KY 40507	MBE	-Project Management -GIS Support	TBD	TBD

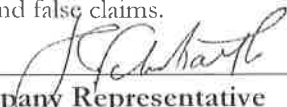
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Hazen and Sawyer

Company

June 24, 2019

Date

  
Company Representative

Associate Vice President

Title



**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference #25-2019 Sanitary Sewer Remedial Measures Plan Program**  
**Management Consulting Services**

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


<b>Company Name</b> Hazen and Sawyer	<b>Contact Person</b> Jon Schubarth, PE
<b>Address/Phone/Email</b> 230 Lexington Green Circle, Suite 520 Lexington, KY 40503 859.219.1126, jschubarth@hazenandsawyer.com	<b>Bid Package / Bid Date</b> #25-2019/June 27, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Magna Engineers 861 Corporate Dr., Ste 210 Lexington, KY 40503	Michelle Howlett	p: 859-309-2990 MHowlett@magnaengineers.com	6/13/2019	-Instrumentation and Controls -Electrical	Email	TBD	Female	no
Vision Engineering, LLC 128 E. Reynolds Road, Lexington, KY 405017	Jihad Hallany	p: 859-559-0516 Jhallany@visionenr.com	6/13/2019	-Surveying	Email	TBD	MBE	no
Jackson Group 3945 Simpson Ln, Richmond, KY 40475	Shane Roberts	p: 859-623-0499 sroberts@jacksongroupco.com	6/13/2019	-Environmental Permitting -Cultural Resources	Email	TBD		yes
Element Design 366 South Broadway Lexington, KY 40508	Ramona Fry	p: 859-389-6533 ramona@element-site.com	6/13/2019	-Project Management	Email	TBD	Female	no
EHI Consultants 333 W. Vine Street, Ste 300 Lexington, KY 405017	Ed Holmes	p: 859-425-4881 holmes@ehiconsultants.com	6/19/2019	-Project Management -GIS Support	Email	TBD	MBE	no

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

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

\_\_\_\_\_  
Hazen and Sawyer  
**Company**  
\_\_\_\_\_  
June 24, 2019  
**Date**

  
\_\_\_\_\_  
**Company Representative**  
\_\_\_\_\_  
Associate Vice President  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 25-2019 Sanitary Sewer Remedial Measures Plan Program Management Consulting Services

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

  X   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).

  X   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.

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

  X   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.

Hazen and Sawyer

\_\_\_\_\_  
Company  
6/24/2019

Date

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

Title

**AFFIRMATIVE ACTION PROGRAM**

**FOR**

**Hazen Sawyer**

**Corporate**

**This affirmative action program is effective from 8/1/2018 - 7/31/2019.**

## STATEMENT OF PRIVILEGE

Copies of this Affirmative Action Program and all related appendices, documents and support data are made available on loan to the United States Government upon the request of said Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Program and its appendices and other supporting documents contain confidential information which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Program, all portions thereof and all supporting material to be its private and confidential property and to be on loan to the Government only under specified conditions, including non-reproduction and non-distribution and to be exempt from disclosure under the Freedom of Information Act upon the grounds, inter alia, that such material constitutes: (1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy and are exempt from disclosure under 5 U.S.C. §552(b)(6); (2) confidential, commercial or financial information which is exempt from disclosure under 5 U.S.C. §522(b)(4); (3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy and are exempt from disclosure under 5 U.S.C. §552(b)(7); and (4) matters specifically exempted from disclosure by statute and are exempt from disclosure under 5 U.S.C. §522(b)(3). The Company will submit further detailed documentation supporting this claim of privilege if necessary.



## NON-ADMISSION STATEMENT

It is understood that this Affirmative Action Program, or any part thereof, does not constitute an admission by the Company of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Title VII of the Civil Rights Act of 1964, or any federal, state or local law and has been developed to reaffirm the Company's policy of providing equal employment opportunity for all persons without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Goals have been established, where appropriate, to endeavor to meet affirmative action obligations. This program is not intended to and will not be used to discriminate against any applicant or employee because of race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

## SEX DISCRIMINATION POLICY

In accordance with our policy of equal employment opportunity, we maintain a policy prohibiting sex discrimination and sexual harassment in the workplace. In addition to continued adherence to the goals enunciated in our Affirmative Action and Equal Employment Opportunity Policy, we will also continue to do the following, as applicable:

### RECRUITMENT AND ADVERTISEMENT

- A. Recruit men and women for all positions, except where sex is a bona fide occupational qualification, without regard to the candidate's sex.
- B. Ensure that "help-wanted" advertising does not express a sex preference for any job, unless sex is a bona fide occupational qualification for that job.
- C. Refrain from placing advertisements in newspapers or other media which are labeled "Males" or "Females," or otherwise segregated by sex, unless sex is a bona fide occupational qualification.

### JOB POLICIES AND PRACTICES

- A. Review personnel policies to avoid discrimination on the basis of sex.
- B. Consider employees and applicants of both sexes for assignment, transfer or promotion to all positions for which they are qualified, except where sex is a bona fide occupational qualification.
- C. Administer employment opportunities, wages, hours, conditions of employment, pensions, recreation programs and employee benefits without regard to sex.
- D. Consider married and unmarried men and women equally in all personnel actions, including the administration of wages and benefits, without regard to the number of dependents which an individual may support or maintain. Retirement age and retirement benefits will be equal for both sexes.
- E. Provide appropriate facilities, e.g., rest rooms and locker areas, for employees and applicants of both sexes.
- F. Refrain from reliance upon state laws which conflict with and are superseded by Title VII of the Civil Rights Act of 1964, as amended, or Executive Order 11246.
- G. Provide leaves of absence to employees without regard to an employee's sex. No employee will be discriminated against because of pregnancy. Following childbirth, and upon signifying her intent to return within a reasonable time, the Company will reinstate such employee to her original job or to a position of like status and pay without loss of service credits.

# Hazen Sawyer - Corporate - August 1, 2018

## **SENIORITY**

Consider employees' seniority and administer any seniority system without regard to employees' sex.

## **DISCRIMINATORY WAGES**

Determine wage schedules without regard to sex. There will be equal pay for equal work.

## **SEXUAL HARASSMENT**

The EEO Coordinator shall notify all supervisors and managers that they are prohibited from engaging in, tolerating or otherwise promoting unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature by employees or supervisors, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The EEO Coordinator shall take reasonable steps to prevent sexual harassment from occurring, including, but not limited to, expressing strong disapproval of such conduct, developing appropriate sanctions, informing employees of their right to raise the issue of sexual harassment under Title VII and the procedure to do so and generally developing training programs to sensitize managers, supervisors and employees to the nature of this problem. The Company maintains a policy prohibiting sexual harassment.

## **DEFINITION**

The terms "because of sex," "on the basis of sex" and "regardless of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions. Women affected by pregnancy, childbirth or related medical or physical conditions shall be treated for all employment-related purposes, including the receipt of benefits under fringe benefit programs, the same as other persons who are not so affected but are similarly able or unable to work.

## **LEAVE OF ABSENCE DUE TO MATERNITY**

Leaves of absence due to maternity are considered under our policy.

## RELIGIOUS AND NATIONAL ORIGIN DISCRIMINATION POLICY

In accordance with its policy of equal employment opportunity, the Company has adopted the following policy prohibiting discrimination on the basis of religion and national origin and supporting affirmative action to ensure all individuals are employed and treated during employment without regard to their religion or national origin.

### SCOPE OF THIS POLICY

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or recall from layoff, wage and benefit administration and selection for training.

### OUTREACH AND POSITIVE RECRUITMENT

To determine whether members of all religious and ethnic groups are receiving fair consideration for job opportunities, the Company will consider reviewing its employment practices. As deemed appropriate, special attention will be directed toward executive and middle-management levels, where employment problems relating to religion and national origin are statistically most likely to occur. Based upon the findings of any such reviews, we will undertake appropriate outreach and positive recruitment activities, such as those listed below, to remedy any existing deficiencies. The scope of our efforts, of course, will depend upon all circumstances including the nature and extent of any deficiencies and our size and resources. The Company will consider the following actions:

- A. Explaining to all employees the Company's obligation to provide equal employment opportunity, without regard to religion or national origin, in such a manner as to foster understanding, acceptance and support among other executives, management staff, supervisors and all other employees and encouraging such persons to take all actions necessary to aid the Company in meeting our obligation;
- B. Developing reasonable monitoring procedures to ensure that our obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented;
- C. Informing periodically all employees of our commitment to equal employment opportunity for all persons without regard to religion or national origin; and
- D. Enlisting the assistance and support of recruitment sources (including employment agencies, college placement directors and business associates) in referring applicants without regard to religion or national origin.

### **RELIGIOUS OBSERVANCE AND PRACTICE**

The Company will endeavor to make a reasonable accommodation to the religious observances and practices of any employee or prospective employee, unless such an accommodation will impose an undue hardship on the conduct of our business. Generally, we will try to make reasonable accommodations to the religious observances and practices of any employee or prospective employee who regularly observes Friday evening and Saturday, or some other day of the week, as the Sabbath or who observes certain religious holidays during the year and is conscientiously opposed to performing work or engaging in similar activity on such days, when such accommodations can be made without undue hardship on the conduct of our business. In determining the extent of the hardship imposed, we may consider: (a) business necessity; (b) financial costs and expenses and (c) resulting personnel problems.

**Affirmative Action Program for  
Minorities and Females  
(Executive Order Program)**

## AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

### DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION

#### EXECUTIVE MANAGEMENT RESPONSIBILITY

As the representative of executive management, the EEO Coordinator has primary responsibility and accountability for implementing, directing and monitoring its Affirmative Action Plans ("AAPs" or "Plans"). The EEO Coordinator's responsibilities may include:

- A. Implementing the affirmative action programs set forth in these Plans, including the development of policy statements and related internal and external communication procedures to disseminate those policy statements.
- B. Developing and supervising the presentation of our equal employment opportunity policy during the supervisory training and new employee orientation programs, which may include question-and-answer sessions for supervisors and employees answering their questions about the AAPs.
- C. Designing and implementing an audit and reporting system that will accomplish the following:
  1. Measure the effectiveness of our affirmative action programs.
  2. Indicate when remedial action is needed.
  3. Determine the degree to which our goals and objectives have been attained.
- D. Advising management and supervisory personnel on developments in the laws and regulations governing equal employment opportunity.
- E. Serving as liaison between the Company and all enforcement agencies.
- F. Identifying and implementing action-oriented programs to address any potential problem areas that may exist.
- G. Conferring with community organizations representing women and minorities.
- H. Potentially auditing our on-the-job training, hiring and promotion patterns periodically to remove impediments to attainment of the Company's goals and objectives.
- I. Considering rating supervisory employees based, in part, upon their efforts and success in furthering the goal of equal employment opportunity and informing supervisory employees of this evaluation practice.
- J. Discussing periodically the Company's commitment to equal employment opportunity with managers, supervisors and employees. During these discussions, the EEO Coordinator will stress the importance of affirmative action and nondiscrimination.
- K. Reviewing the qualifications of all employees to ensure minorities, women, protected veterans, and individuals with a disability are given full opportunities for transfers, promotions and training.

- L. Providing access to career counseling for all employees.
- M. Conducting periodic audits to ensure the Company is in compliance with federal and state laws and regulations requiring:
  - 1. Proper display of posters explaining the Company's obligation to engage in nondiscriminatory employment practices.
  - 2. Integration of all facilities which we maintain for the use and benefit of our employees.
  - 3. Maintenance of comparable facilities, including locker rooms and rest rooms, for all employees.
  - 4. Providing full opportunity for advancement and encouraging minority and female employees to participate in educational, training, recreational and social activities sponsored by the Company.
- N. Counseling supervisors and managers to take actions necessary to prevent harassment of employees placed through affirmative action efforts and to eliminate the cause of such complaints. Further, the EEO Coordinator will counsel supervisors and managers not to tolerate discriminatory treatment of any employee by another employee or supervisor and to report all complaints or incidents to the EEO Coordinator.
- O. Establishing an internal complaint system that will enable employees to discuss complaints with the EEO Coordinator whenever they feel that they are being discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.
- P. Serving as liaison between the Company and community organizations representing minorities and women.
- Q. Developing expertise and knowledge of equal employment opportunity guidelines and regulations to advise and update top management and supervisory personnel concerning developments affecting our equal employment opportunity program.

### **THE RESPONSIBILITIES OF SUPERVISORS AND MANAGERS**

All supervisors and managers have the obligation as part of their general management objectives to support our equal employment opportunity policy and affirmative action program on a day to day basis. Specifically, they should endeavor to:

- A. Respond to inquiries about our Affirmative Action and Equal Employment Opportunity Policy, after consulting with our EEO Coordinator.
- B. Assist our EEO Coordinator during the investigation of allegations of discrimination.
- C. Participate in recruitment and accommodation efforts designed to enable disabled individuals, disabled veterans and others to secure employment and to advance to positions for which they are qualified.



## Hazen Sawyer - Corporate - August 1, 2018

- D. Ensure that all federal and state posters explaining the laws prohibiting discrimination are properly displayed.
- E. Participate in the development and implementation of affirmative action programs.

## AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

### IDENTIFICATION OF PROBLEM AREAS

The EEO Coordinator will, on an annual basis, as applicable, analyze the Company's processes to identify potential problem areas in the total employment process, which may include review of the following areas:

- A. Composition of the workforce by protected group status.
- B. Composition of applicant flow by protected group status.
- C. Overall employee selection process including position specifications, application forms, interviewing procedures, test administration, test validity, referral procedures, final selection process and other employee selection procedures.
- D. New hires, promotions, terminations, etc.
- E. Compensation systems to determine whether there are gender-, race- or ethnicity-based disparities.
- F. Utilization of training, recreation and social events and other programs that are sponsored by the Company.
- G. Technical aspects of compliance with laws prohibiting discrimination in employment and promoting affirmative action programs, e.g., retention of applications, notifications to subcontractors, etc.
- H. Whether there is "underutilization" of minorities or women in specific job groups.
- I. Whether there is "under-representation" or "concentration" of minorities or women in specific departments.
- J. Whether lateral or vertical movement of employees who are members of protected groups occurs at a lesser rate than that of employees who are members of non-protected groups.
- K. Whether the selection process eliminates a significantly higher percentage of employees who are members of protected groups than employees who are members of non-protected groups.
- L. Ensure that our employment application and other pre-employment evaluation forms or procedures comply with federal and state law.
- M. Determine whether job qualifications are accurate in relation to actual functions and duties of the particular job.
- N. Whether *de facto* segregation by protected characteristic exists in job titles or job groups.
- O. Whether supervisory employees are supporting our affirmative action and equal employment opportunity programs and policies.
- P. Whether minorities or women are significantly underrepresented in training or career improvement programs.

- Q. Whether we have in place adequate procedures for evaluating the effectiveness of the programs set forth in these Plans.
- R. Whether subcontractors and vendors are notified of their responsibility to assist the Company in attaining the goals and objectives set forth in this Plan.
- S. Whether the Equal Opportunity clause is included in purchase orders and other contracts covered by Executive Order 11246.
- T. Whether required equal employment opportunity posters are on display.

If the EEO Coordinator's review indicates that the above-listed topics are areas of concern or that other impediments block the entry into or advancement within our workforce of minorities or women, the Company will consider corrective action, as outlined in the Action-Oriented Programs section hereof.

## AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

### ACTION-ORIENTED PROGRAMS

The Company intends to meet the goals set forth in this Plan and to continue implementation of its equal employment opportunity policies through action-oriented programs. Described below are the types of actions the Company may consider.

#### DISSEMINATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

##### A. Internal dissemination

The Company will consider taking the following actions to disseminate its Affirmative Action and Equal Employment Opportunity Policy, as appropriate, on a regular and continuing basis:

1. Including the Affirmative Action and Equal Employment Opportunity Policy statement in its policy manual and employee handbook.
2. Meeting with supervisory personnel to explain the intent of the Affirmative Action and Equal Employment Opportunity Policy and their individual responsibilities for its implementation. We conduct supervisory training for management about equal employment opportunity, affirmative action and sexual harassment on an on-going basis.
3. Discussing our equal employment opportunity policy during any orientation programs we hold, at which time all new employees (and if applicable, transferred and promoted employees) will be advised of our commitment to affirmative action and equal employment opportunity.
4. Posting the Affirmative Action and Equal Employment Opportunity Policy, along with all required state and federal informational posters on our bulletin boards and updating such posters as required.
5. When pictures of employees are included in Company announcements to employees or the public, we include pictures of minority and non-minority men and women employees, as appropriate.

##### B. External dissemination

Our equal employment opportunity policy will be disseminated externally, as considered appropriate, as follows:

1. Recruiting sources, when utilized, will be advised of the Company's policy. Thereafter, such recruiting sources may be notified of our continuing commitment to equal employment opportunity.
2. The equal opportunity clause will be included in purchase orders, leases, contracts, etc., covered by Executive Order 11246, as amended.
3. When we advertise for prospective employees, the advertisement will include language that communicates we are an equal opportunity employer. We also will direct all advertisers not to place help-wanted advertisements in race- or sex-segregated columns.

4. Prospective employees are informed that the Company is an equal opportunity employer that maintains an affirmative action program through the notices we post in areas accessible to applicants and employees and our application for employment.
5. Our primary subcontractors, vendors and suppliers will be sent written notification of our Affirmative Action and Equal Employment Opportunity Policy.
6. In the event that employees are featured in help-wanted, product or consumer advertising, employee handbooks or manuals or similar publications, minority and non-minority men and women will be pictured and included.

### **RECRUITMENT AND HIRING**

- A. Contacting community agencies and educational institutions and seeking referrals of qualified individuals to increase the flow of minority and female applicants.
- B. When meetings are held with representatives of recruiting sources, including presentations by minority, female, disabled, older or veteran employees, explanations about the job duties and responsibilities of current and future job openings, explanations of our employee selection process, and distribution of recruiting literature.
- C. As appropriate, placing a reasonable proportion of our help-wanted advertising in media directed to minorities or women.
- D. Evaluating and analyzing job requirements using job-performance criteria. Special attention will be given to academic, experience and skill requirements to insure that such specifications are consistent and free from bias on account of race, color, religion, age, disability, protected veteran status, sex, sexual orientation, gender identity or national origin. Where requirements screen out a disproportionate number of candidates from protected groups, the continued use thereof will be evaluated and "validation" will be considered. We have conducted an analysis upon all selection procedures. See the "Impact Ratio Analysis" divider tab.
- E. Selecting and training personnel involved in recruiting, screening, selection, promotion, disciplinary and related processes to eliminate bias in all personnel actions. The Company periodically presents EEO training for managers.

### **ADVANCEMENT IN EMPLOYMENT**

With regard to our promotion and transfer procedures, we will consider the following:

- A. Posting or otherwise announcing appropriate promotion and transfer opportunities.
- B. Developing and implementing formal employee evaluation programs.
- C. Assuring that job qualifications are based on job-related criteria.

## **SEPARATION FROM EMPLOYMENT**

When minorities, women or other persons placed through affirmative action efforts or protected by law have experienced adverse personnel decisions, such as termination, we will consider:

- A. Sending an exit interview form to or conducting exit interviews with employees who resign to ascertain the reasons for their voluntary termination and to try to identify “voluntary resignations” that have been caused by unlawful conduct by employees or supervisors.
- B. Determining reasons for such adverse decisions, including involuntary terminations, and establishing whether persons not in the protected group with similar work histories and violations of work rules have also been terminated.
- C. Attempting to counsel employees about unsatisfactory job performance at least 90 days prior to involuntary termination to provide an opportunity to correct their performance, as practicable.

## **COMPANY SUPPORT OF COMMUNITY ACTION PROGRAMS**

In addition to the employment-related good faith efforts the Company engages in, we also undertake additional efforts to support the community.

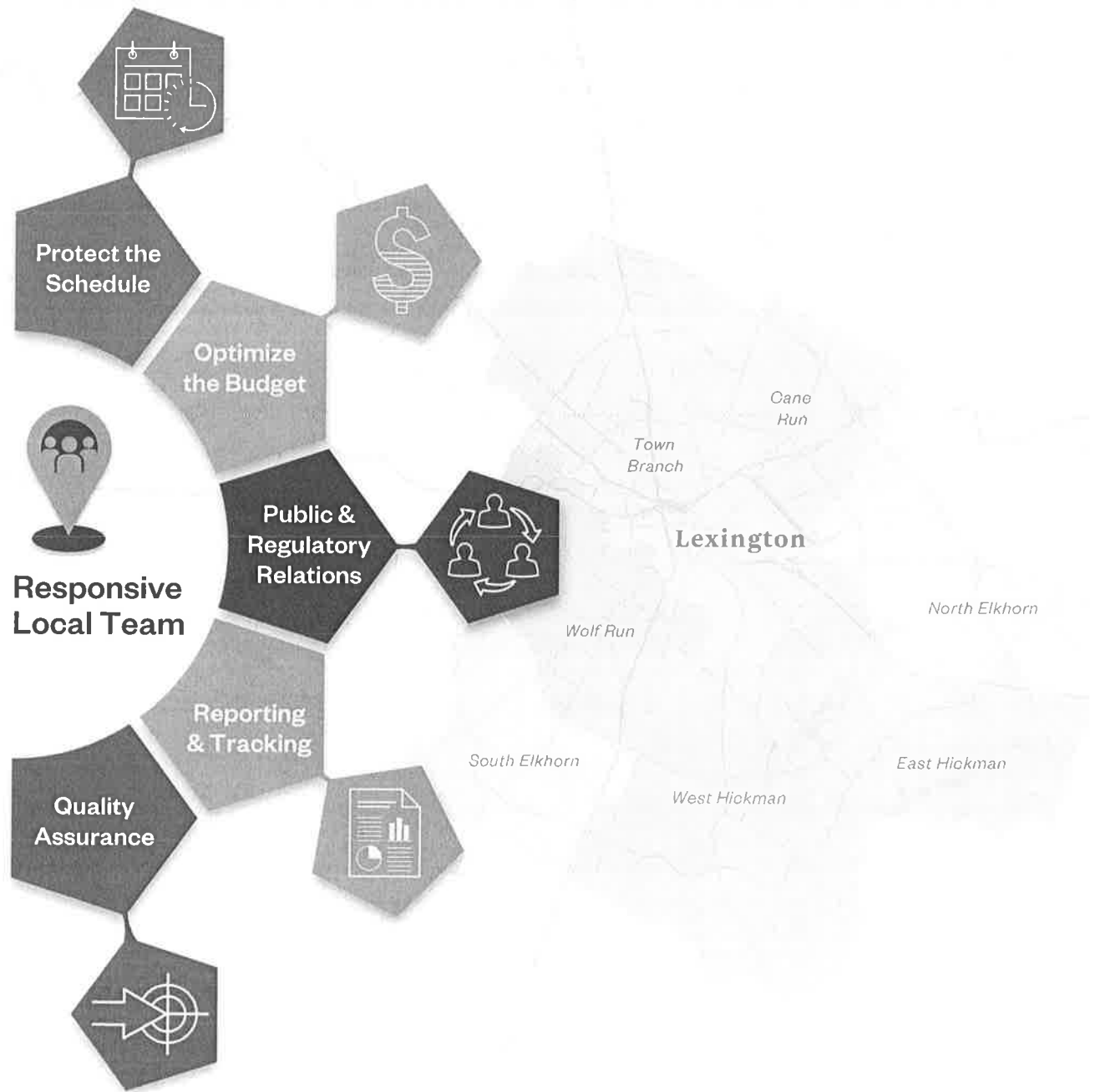
## AFFIRMATIVE ACTION PROGRAM FOR WOMEN AND MINORITIES

### INTERNAL AUDIT AND REPORTING SYSTEM

The Company will develop and implement an audit and reporting system that periodically measures the effectiveness of its total affirmative action program. This may include the following:

- A. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscrimination policy is carried out;
- B. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- C. Reviewing report results with all levels of management; and
- D. Advising top management of program effectiveness and submitting recommendations to improve unsatisfactory performance.

# Appendix C | Affidavit





**AFFIDAVIT**

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

1 His/her name is Jon Schubarth, PE and he/she is the individual submitting the proposal or is the authorized representative of Hazen and Sawyer, 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.

Jon Schubarth

STATE OF Kentucky

COUNTY OF Jefferson

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

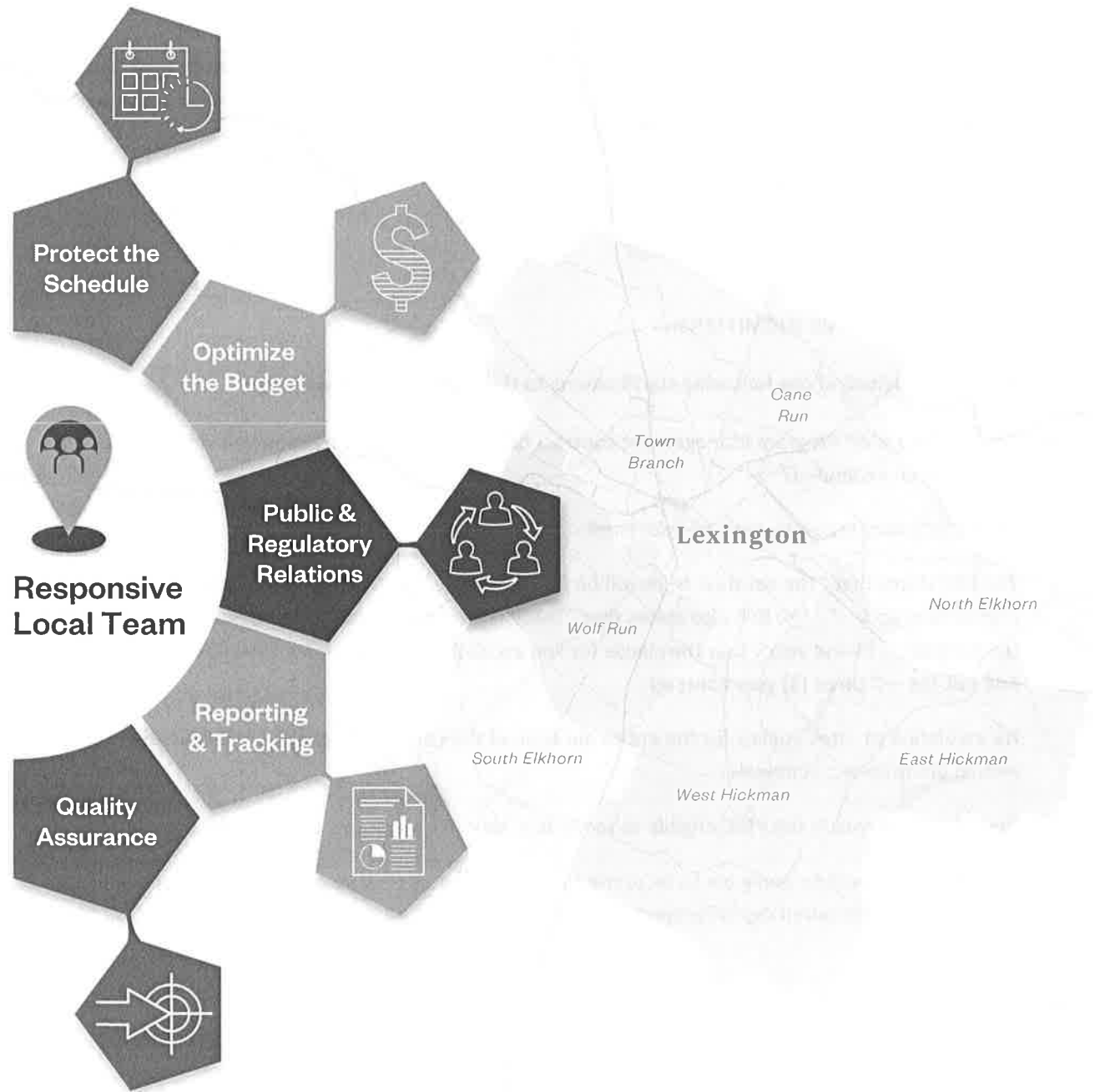
by Jon Schubarth on this the 20<sup>th</sup> day

of June, 2019

My Commission expires: 2-24-20

Germye M. Fakers  
NOTARY PUBLIC, STATE AT LARGE

# Appendix D | Addenda



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #25-2019

Date: June 18, 2019

Subject: RMP Program Management Services

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Did the prior RMP Program Management contract have any discretionary renewals remaining or have they all been expended?

All discretionary renewals have been expended

The RFP states that "The contract term will be for 365 days..." and "There will be no more than two (2) annual renewals....". The RFP also states that "There will be no escalation of rates for the duration of the contract". Please verify that the clause for "no escalation of rates" is for the initial 365 day contract and not the full three (3) year contract.

No escalation of rates applies for the entire duration of the contract, the initial 365 days and the two annual discretionary renewals.

Are subconsultants to the PMC eligible to serve as a "design consultant" as identified in the RFP?

Sub-consultants will be ineligible to be prime consultants for any future design work associated with Consent Decree required capital projects.



In the past, the firm that is selected for PMC has not been eligible to also be a "design consultant" as identified in the RFP, is this still the case?

That remains the same – PMC is ineligible to be the prime consultant for a Consent Decree capital design project.

Hourly rates are requested in the RFP; in addition to the hourly rates for the PMC, shall we supply hourly rates for all our potential subconsultants?

Yes

The RFP states :“The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (7) duplicates (hardcopies) of their proposal...” Please clarify if you would like five or seven duplicate hardcopies of the proposal submission.  
Seven (7) duplicate hardcopies

The RFP references Proposal Due dates of both June 26, 2019 and June 27, 2019; please verify the receiving date of the Proposals.  
June 27, 2019 at 2:00 EST will be the deadline for submissions



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: Hazen and Sawyer

ADDRESS: 230 Lexington Green Circle, Suite 520, Lexington, KY 40503

SIGNATURE OF BIDDER: 



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #25-2019

Date: June 20, 2019

Subject: RMP Program Management Services

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Is a firm who has an LFUCG RMP RPR Services contract eligible for the PMC contract as a subconsultant on another firm's team?

The prime consultant for the PM cannot be a consultant for a RMP design contract.

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.

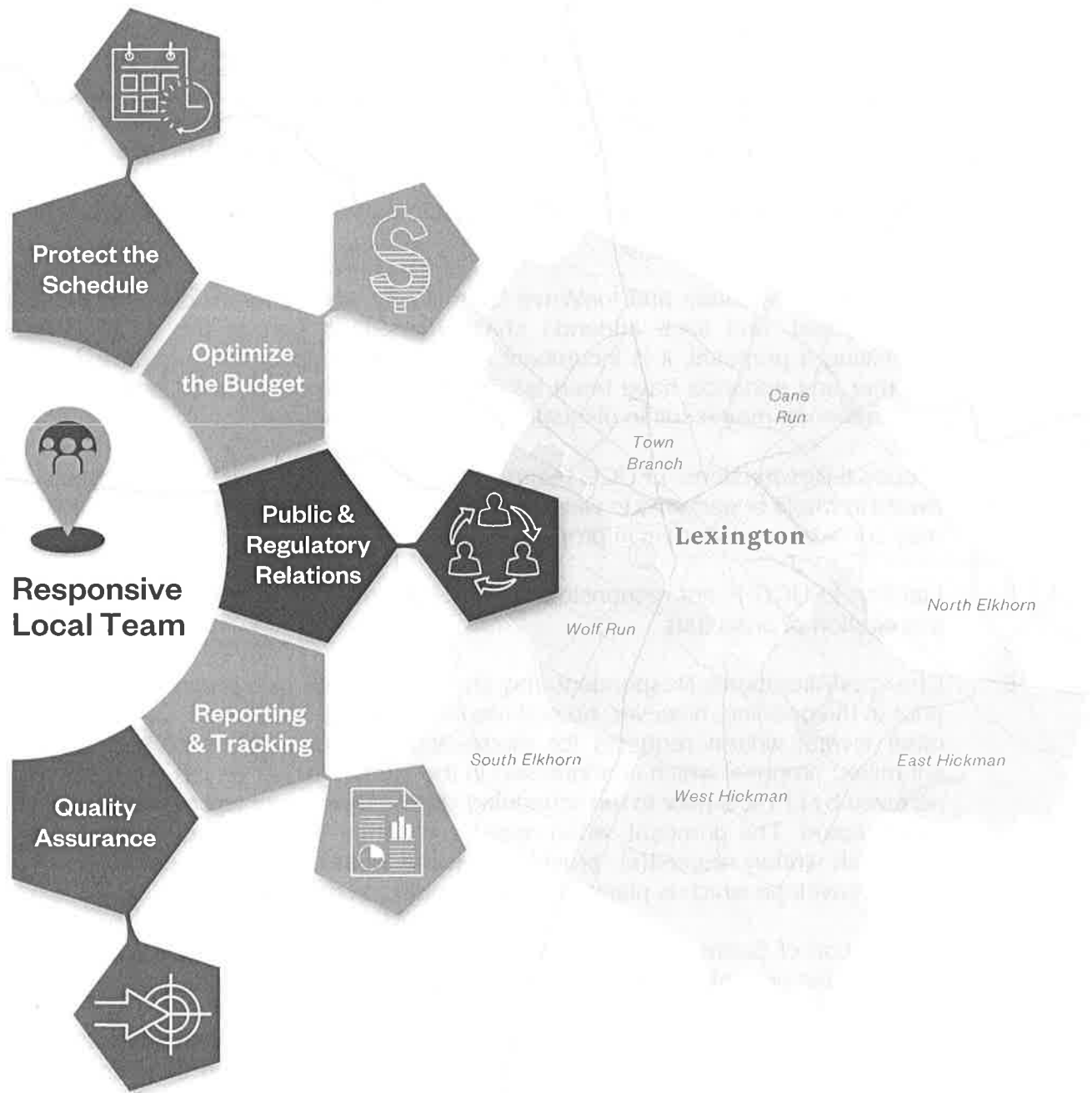
COMPANY NAME: Hazen and Sawyer

ADDRESS: 230 Lexington Green Circle, Suite 520, Lexington, KY 40503

SIGNATURE OF BIDDER: 



# Appendix E | General Provisions



## GENERAL PROVISIONS

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

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

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



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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

Signature



June 24, 2019  
Date

**Hazen**

Hazen and Sawyer  
230 Lexington Green Cir., Suite 520 • Lexington, KY 40503