

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

12/21/2012

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

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

PRODUCER KLEIN INSURANCE GROUP 702 N HIGH POINT RD, STE 201 PO BOX 45470 MADISON, WI 53744-5470 Richard A. Hagen	Phone: 608-831-9700 Fax: 608-831-4777	CONTACT NAME: Sue Simoneau PHONE (A/C, No, Ext): 608-831-9700 FAX (A/C, No): 608-831-4777 E-MAIL ADDRESS: sssimoneau@kleinins.com PRODUCER CUSTOMER ID #: STRAA01
	INSURER(S) AFFORDING COVERAGE	
INSURED Strand Associates, Inc., & PEH Engineers Shawn Cannon 1525 Bull Lea Rd, Ste. 100 Lexington, KY 40511	INSURER A : General Casualty Insurance Co.	NAIC # 24414
	INSURER B : Regent Insurance Co.	
	INSURER C : CNA Insurance Companies	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

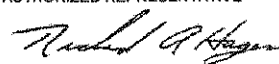
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Cov. incl. <input checked="" type="checkbox"/> completed ops. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CCIO194862	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CBA0113607	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CCU0133607	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	CWC 0650748	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab.			AEH 11-397-40-97 FULL PRIOR ACTS	07/11/2012	07/11/2013	ea. occur 1,000,000 aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 JOB NUMBER: 9902973 137-2-12 RFP 33-2012 Professional Engineering
 Services for Remedial Measures Contracting PROJECT: Dig and Replace
 Pipeline Project
 Lexington-Fayette Urban County Government is named as an additional insured on a primary basis as per written agreement. SEE NOTES

CERTIFICATE HOLDER**CANCELLATION**

LEXIF05 Lexington-Fayette Urban County Government 125 Lisle Industrial Ave. Suite 180 Lexington, KY 40511	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE LEXIF05
INSURED'S NAME Strand Associates, Inc., &

STRAA01
OP ID: SS

PAGE 2
DATE 12/21/12

Thirty days (30) written notice will be given to the certificate holder via certified mail, return receipt requested, in the event of any of the required policies are cancelled or non-renewed.

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

Professional

Engineering

Services

**Professional
Engineering
Services for
Category 2 -
Dig & Replace
Pipelines**

RFP# 33-2012

Statement of Qualifications for

**Lexington-Fayette Urban
County Government**

November 13, 2012



SA
STRAND
ASSOCIATES®

Firm Submitting Proposal: Strand Associates, Inc.[®]

Complete Address: 1525 Bull Lea Rd., Suite 100, Lexington, KY 40511
Street City Zip

Contact Name: Michael L. Davis, P.E. Title: Senior Associate

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

Email address: mike.davis@strand.com

AFFIDAVIT

Comes the Affiant, Roddy Williams, Ph.D., P.E., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Roddy Williams, Ph.D., P.E. and he/she is the individual submitting the proposal or is the authorized representative of Strand Associates, Inc.[®], the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

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

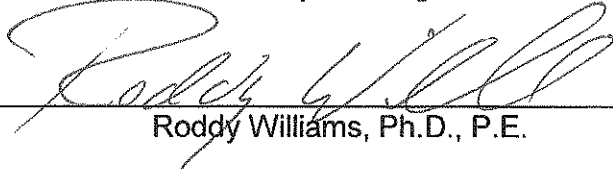
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

continued on next page

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

Further, Affiant sayeth naught.




Roddy Williams, Ph.D., P.E.

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Roddy J. Williams on this the 13 day of November, 2012.

My Commission expires: September 22, 2014



NOTARY PUBLIC, STATE AT LARGE



PATRICIA CAROLINE VAUGHAN
Notary Public-State at Large
Kentucky Notary ID 428546
My Commission Expires:
September 22, 2014

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

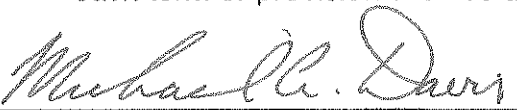
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

11/12/2012
Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

Questions	Answers
Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct?	Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience.
Can you provide examples of similar type projects that will be included in Category 4?	Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems.
Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?	Yes – Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.
From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed. If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced	Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries).

wastewater project manager, would the Prime/Team receive the points for having a local project manager?	
In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub?	No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.
Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ?	Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed.
Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP.	Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions.
A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?	At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract.
It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list?	Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation.
As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County?	No – The proposer will be able to demonstrate and score points in other categories.
Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?	Yes –see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)

How will a firm be ranked if there is a joint venture?	DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements.
George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&I (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate?	Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above. Regarding the question on hourly rates, see the response to question No. 9 above.

SPECIAL NOTE TO PROPOSER: Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.



Todd Slatin, Acting 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 RFP.

COMPANY: Strand Associates, Inc.

ADDRESS: 1525 Bull Lea Road, Suite 100, Lexington, KY 40511

SIGNATURE OF PROPOSER: Michael C. Davis

**Hourly Rate Schedule
Remedial Measures Plan and Related Projects**

Job Classification	Hourly Rate
Principal	
Project Manager	
Project Engineer (PE)	
Project Engineer (EIT)	
Engineering Technician / CAD Technician	
Survey Crew	
Clerical	

Statement of Qualifications



Strand Associates, Inc.[®]
1525 Bull Lea Road, Suite 100
Lexington, KY 40511
(P) 859-225-8500
(F) 859-225-8501

November 13, 2012

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

Re: RFP# 33-2012- Request for Qualifications for Professional Engineering Services for
Category 2 - Dig & Replace Pipelines

Dear Mr. Slatin:

Thank you for the opportunity to submit this proposal for the above referenced project. **Our Experienced Local Team Provides Informed Practical Solutions to Fulfill LFUCG's Sanitary Sewer Pipeline Replacement Needs.** Listed below are major factors that support this statement and distinguish our Project Team as a perfect match to your needs on this important community initiative.

- **Seasoned Project Managers and Support Team Provide Specialized Experience to Serve Complete Range of Project Needs**
- **Our Client Resume and References Provide Further Confirmation of Our Pipeline Replacement Expertise and Ability to Meet Client's Needs**
- **Our Project Approach Demonstrates the Understanding Required to Solve Challenging Pipeline Infrastructure Deficiencies**
- **Staffing Plan Leverages Utilization of Local Resources and In-House Knowledge of Infrastructure Needs**

The enclosed proposal demonstrates our project understanding and commitment in assisting LFUCG with compliance of it's Consent Decree infrastructure obligations. Furthermore, as a vested corporate member of this community, Strand is also committed to delivery of sound technical solutions that respect the many funding challenges associated with this defining infrastructure program initiative.

To this end, we look forward to the opportunity to continue our service on behalf of the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Michael L. Davis, P.E.
Senior Associate

2. Firm Qualifications

Strand's Experienced Local Team Provides Informed Practical Solutions to Effectively Implement LFUCG's Sanitary Sewer Pipeline Replacements

We have partnered with LFUCG for over 40 years to help plan, design and construct Lexington's sanitary sewer system.

Strand has been engaged in trunk sewer and collection system work directly for LFUCG since the late 1960s. Having literally planned and designed miles and miles of sanitary sewer in Fayette County we believe we offer valuable insight into this particular area of service. Our firm completed the City's last Comprehensive 201 Facilities Plan update and developed the Implementation Plan for the Outer Perimeter Sewer System that led to the orderly expansion of trunk sewer infrastructure for LFUCG rate payers in the 1990s. Through partnering with LFUCG on such various accomplishments over the



Ashgrove Mobile Home Park Sewer Line - Field Alignment Review.

last four decades, it has given us a comprehensive understanding of the existing sewer system and its strengths and weaknesses. This history combined with our pipeline design and constructability experience, enhances our team's ability to serve as an immediate asset on these projects. The following attributes provide relevant insights that support Strand as an ideal partner to serve you on this important program component.

Seasoned Project Managers and Support Team Provide Specialized Experience to Serve Complete Range of Project Needs

Our Design Team includes seasoned engineers who have designed LFUCG sewers for decades and obtained thousands of related easements.

We have selected three highly experienced individuals to serve as Project Managers for this effort in Paul Maron, Mike Davis, and Mark Sneve. Paul just completed design and construction of one of Louisville MSD's most critical consent decree line replacement projects - the 72", 10,000' Hikes Lane Interceptor - which is located in a very urbanized area. Mike has led the design and replacement for miles of sanitary sewer, primarily in the central Kentucky region and for LFUCG directly. In addition, Mark Sneve's leadership in this area during his 23-year career includes the design of numerous large scale trunk sewer system improvements and co-authorship of LFUCG's 201 Plan update which outlined system-wide trunk sewer improvements. We have also included Mark Askin as a key team member for his years of service in personally acquiring more than 4,000 utility easements not including KYTC ROW parcels. These team leaders and their supporting cast have both the knowledge and experience that are critical to meeting the time sensitive goals for LFUCG's the pipe replacement initiative.

Our Client Resume and References Provide Further Confirmation of Our Pipeline Replacement Expertise and Ability to Meet Client's Needs

Our references reveal our commitment as a service first organization.

Our reputation reflects the quality of our firm's service and we are very proud of what we have accomplished in the sanitary sewer service discipline. Our history of successful projects and resulting references provide LFUCG with municipal counterparts to document our efforts and provide insight into why we have served many communities for decades. We encourage you to contact our references to learn why we continue to have the privilege of solving many of the same types of problems LFUCG faces today. We have clients for whom

we have been addressing their sanitary related infrastructure needs for over 40 years which is testimony to our commitment as a service first organization.

Our Project Approach Demonstrates the Understanding Required to Solve Challenging Pipeline Infrastructure Deficiencies

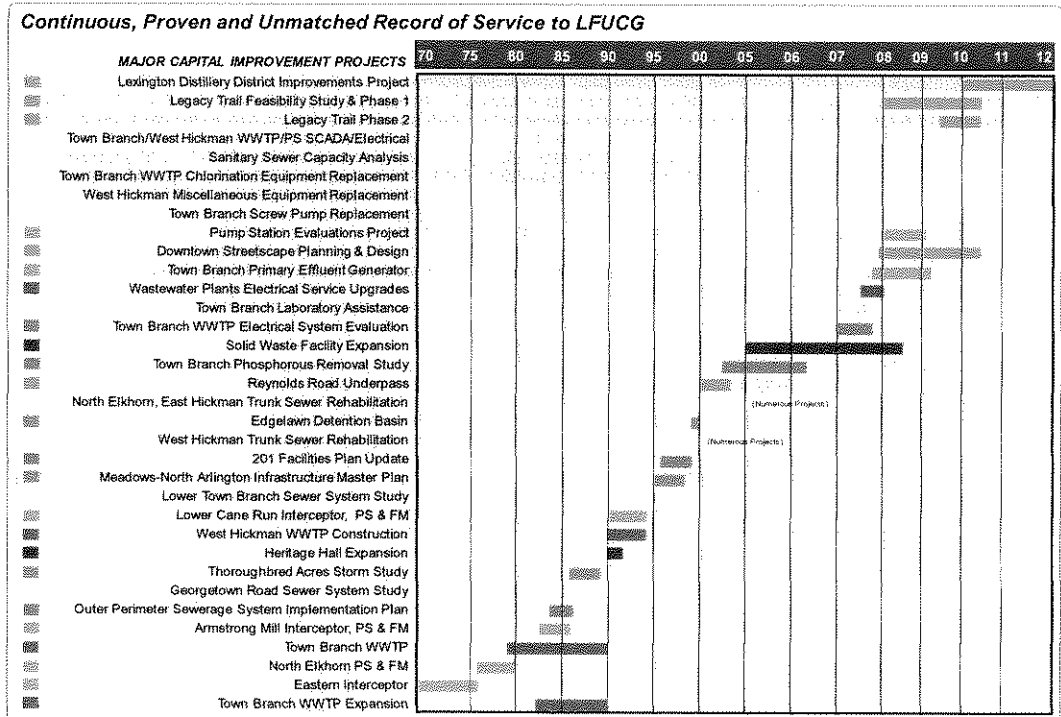
Our approach has proven successful on previous LFUCG trunk sewer replacement projects.

Our experience as one of LFUCG's early sewershed consultants tasked with addressing sanitary sewer capacity issues provided our team with relevant insight into many of the issues you face today through your remedial measures pipeline replacement program. In this prior role we assisted LFUCG in developing a multi-level approach to SSO abatement that included fast track projects combined with collection system I/I reduction efforts and trunk sewer replacements. Through this experience we witnessed numerous opportunities to correct design deficiencies from earlier eras of construction. These included poorly developed system alignments, manhole geometrics, pipe material selections and new challenges with replacement system constructability. Examples of our work included the Lansdowne and Dixie Trunk Sewer Replacements and West Hickman Fast Track Trunk Sewer Improvements where our efforts led to measurable improvements with I/I reduction and system performance. As your consultant for this program, we will apply these insights in helping to bring about the needed changes in LFUCG's trunk sewer infrastructure realm.

Staffing Plan Leverages Utilization of Local Resources and In-House Knowledge of Infrastructure Needs

Our Project Team members are served by LFUCG infrastructure and we are proud of the work we do to improve our community.

As documented in the chart below our local office has been serving LFUCG for over 40 years with a majority of the effort in the wastewater services arena, including sanitary sewers. The longevity and continuity of our local staff is reinforced by their unyielding commitment to help improve sanitary sewer infrastructure deficiencies as highlighted in our continuous record of service on behalf of LFUCG.



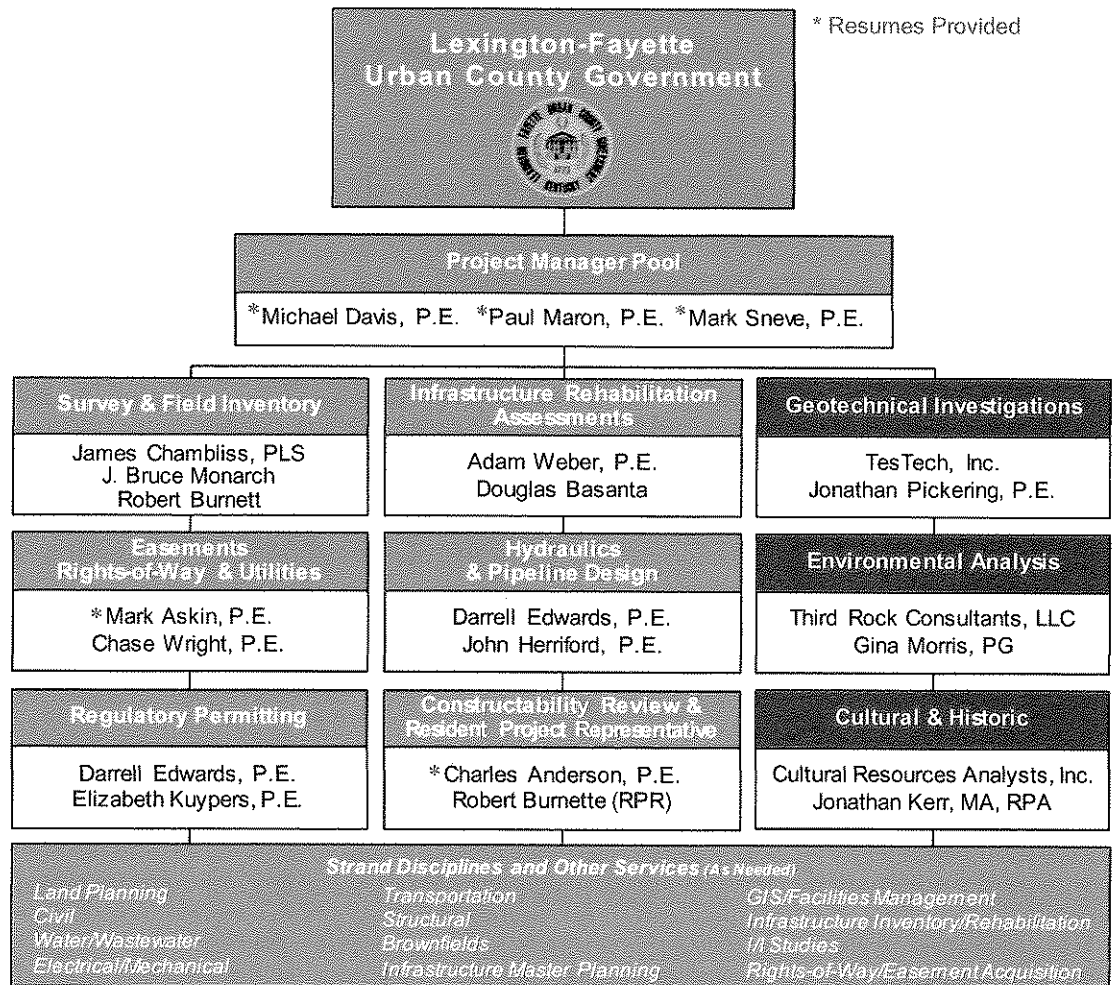
3. Project Team

Experienced Project Managers with Support of Seasoned Technical Resources Provides Specialized Experience to Serve Complete Range of Project Needs

Our Project Team offers the complete range of engineering capabilities that are needed for the many technical challenges that could potentially result through this infrastructure program. We have included project managers with specialized experience directly related to this project discipline who take pride in their work having served on many prior projects on behalf of LFUCG. Our Project Management Team is supported by local engineers and technicians with years of experience involving sanitary sewer pipeline-related projects. Additionally, Strand's collaborative partnership with TesTech, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. on previous projects brings familiar expertise related to geotechnical engineering and environmental services. The individuals listed in the organizational chart below will serve in key leadership positions responsible for guiding and directing other Team members during the course of the project. Resumes for key personnel follow within this section.

Our Team has the requisite credentials and capabilities, and is committed to the successful completion of this program component.

Listed resources are also supported by other locally available staff.



Experience matrix highlights reciprocal capabilities offered by project team members.

Team Member Experience Matrix

Key Project-Related Experience Attributes

"Our team's experience and capabilities match your specific project needs."

Team Member

Michael Davis, P.E.

Mark Sneve, P.E.

Paul Maron, P.E.

James Chambliss, P.L.S.

J. Bruce Monarch

Robert Burnette

Mark Askin, P.E.

Chase Wright, P.E.

Darrell Edwards, P.E.

Elizabeth Kuypers, P.E.

Douglas Basanta

Adam Weber, P.E.

John Herriford, P.E.

Charles Anderson, P.E.

Project Management

Quality Control

Survey/Field Investigation

Easements/Rights-of-Way

Utility Coordination

Permitting

Infrastructure Assessments

Pipeline Design

Hydraulic Analysis

Constructability Review

Construction-Related Services

Trenchless Technology

✓ - Indicates a minimum of 5 years of experience in noted categories.

Subconsultant Participation

Our Project Team is supported by the added technical resources provided by TesTech, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. respectively for geotechnical engineering, environmental analysis, and cultural & historic evaluations. Strand is no stranger to this group, having collaborated with each firm on many past similar projects. TesTech and Third Rock Consultants also provide our Team with DBE subcontracting opportunities in line with LFUCG's 10% participation goal. Our Project Management Team will work closely with each subconsultant firm to fulfill the specialized services they bring to bear on behalf of LFUCG for this project. With LFUCG's approval, Strand is also prepared to include additional DBE subconsultant firms as project assignments require to meet LFUCG's 10% participant goal.



Project Staffing Risk Management Plan

Strand's *Project Staffing Risk Management Plan* is anchored by a carefully developed delivery approach founded on principles of shared leadership responsibility and continuity of technical resources. Upon initiation of each and every Strand project, a Project Management Plan is prepared that outlines project objectives, key responsibilities and deliverable requirements supported by a well-defined staff assignment-accountability system. We routinely establish a leadership team for each project that includes a firm principal, project manager, and project assistant who lead a direct other required personnel. Regular team meetings also allow our Project Team to stay abreast of related activities for others that are involved. As noted in the staff organizational chart on the previous page, each of our identified key staff not only includes a committed backup for this noted discipline, but also can rely on others that will be involved who offer similar capabilities in the event of a staffing change. Our Project Management Pool approach allows us to easily commit any of these individuals for this role for multiple project assignments. We also have the ability to rely on other qualified firm personnel who are locally-based for both leadership and technical support positions.

Strand's Risk Management Plan and past project history demonstrate commitment to staffing continuity.



Michael L. Davis, P.E.

Experience and Background

- Over 29 years of experience in wastewater facilities design
- Provided wide range of engineering services to LFUCG since 1985
- Graduate of the University of Kentucky - 1984
- Licensed Professional Engineer in Kentucky, Alabama and Mississippi

Office Location

- Lexington, KY

Experience and Expertise Related to Dig and Replace Pipeline Projects

Mike has experience and expertise that matches project needs for dig and replace design and project management. Following is a summary of Mike's applicable expertise.

- **Sewer Replacement Design experience** includes pipe installations with pipe sizes from 8" up to 54". Replacement pipe materials include ductile iron, PVC, polyethylene and fiberglass-reinforced polymer mortar. Pipe installation methods utilized include traditional open excavation, boring and jacking, pipe bursting and microtunneling.
- **Design experience** includes development of drawings and specifications, pipeline hydraulic analysis, pipe material selection, specification of protective coatings, evaluating trench loading and pipe bedding/backfill details, and coordinating with other utilities and infrastructure.
- **Project Management experience** for wastewater collection, conveyance and treatment facilities for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Mike's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below his resume also includes significant involvement with design and construction of ten trunk sewer (greater than 12" diameter) dig and replace projects, including LFUCG's Dixie, West Hickman and Lansdowne Trunk sewers.

- **Project Manager and Principal Engineer for Frankfort Kentucky Avenue Interceptor.** The project includes renovating two parallel interceptor sewers that convey wastewater to the Frankfort WWTP. One of the existing interceptors will be rehabilitated by a combination of open excavation replacement and cured-in-place lining installation. The second pipe will be replaced with approximately 4800 feet of 48" interceptor in an adjacent alignment. Major considerations are bypass pumping to maintain system operation, maintenance of traffic through busy roadways and impact to residences along the interceptor route. The project also includes diversion structures to off-line storage facilities. The new interceptor alignment is strategically located to minimize permitting impacts from 401 Water Quality Certification and 404 Permit requirements.
- **Project Manager and Principal Engineer for Paintsville Paint Creek Interceptor Replacement.** The project includes replacing an existing undersized sewer with new 12" trunk sewer. The sewer line is adjacent to Paint Creek, making construction access difficult and requiring significant pollution prevention controls. Manholes were also replaced as part of this project. The replacement interceptor was located in a parallel alignment to minimize bypass pumping requirements.
- **Project Manager and Principal Engineer for LCR-2 Interceptor Sewer.** The project included approximately 1400 feet of 18" trunk sewer to serve development in the Spurr Road/Georgetown Pike area of North-West Lexington. New sewer size and design was in compliance with current LFUCG design guidelines.



Paul G. Maron, P.E.

Experience and Background

- Over 13 years of experience in wastewater facilities design
- Graduate of Vanderbilt University - 1999
- Licensed Professional Engineer in Kentucky, Alabama and Mississippi

Office Location

- Louisville, KY

Experience and Expertise Related to Dig and Replace Pipelines

Paul has experience and expertise that matches project needs for dig and replace pipeline design and project management. Following is a summary of Paul's applicable expertise.

- **New sewer design and construction experience** includes pipes ranging in size from two-inch force mains to 72-inch interceptors. In total, Paul has led the design and construction of over 50,000 linear feet of new sanitary sewer pipe.
- **Replacement and improvement experience** includes leading the assessment and recommendations to replace and/or upsize pipes ranging from 8-inch to 96-inch in diameter of a wide variety of materials.
- **Project Management experience** for wastewater collection, conveyance, assessment, construction and replacement for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Paul's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below, Paul has designed numerous other smaller projects in his career.

- **Project Manager for Hikes Lane Interceptor (Phase 1 and 2).** This project involved the design and construction of a 72-inch reinforced concrete pipe interceptor through a heavily developed residential and commercial area. Due to the size of the pipe and the extent of existing utilities, a detailed routing study was performed to determine the most cost-effective and lowest impact alternative. From the beginning, design included thorough coordination with the numerous utilities and agencies that would be affected by the construction that resulted in a high level of cooperation from all parties.
- **Project Manager for Parkwood Sewer Expansion Project (Phases 1-4).** The project involved the design and construction of several miles of collection and trunk sewers to provide service to an existing residential area. Community concerns over traffic, noise, dust/debris, and other issues were addressed pro-actively during design and through construction which led to few complaints from residents to the Owner. Design was complicated by a golf-course located in the middle of the project and the numerous wetland areas throughout the area. A Phase 5 of the project was design but not built by the Owner as well.
- **Project Manager for Lakeside Park Phase 2 Sanitary Sewer Improvements Project.** This project includes the design of new 24-inch pipe to replace existing undersized mains that were leading to overflows in the systems. The location of existing buildings, utilities, and a large pond constrained the project area and required the development of detailed plans and specifications to manage the construction.
- **Project Manager for Salem Avenue Extension Project.** This project addressed a low-lying area with failing septic systems to improve the community's health as well as address water quality in the watershed. The high-water table in the area led to the cost-effective decision to install shallower sewers and a pump station with the intention of eliminating the pump station with a planned future sewer expansion.



Mark A. Sneve, P.E.

Experience and Background

- Over 23 years of experience in wastewater facilities design
- Provided engineering services to LFUCG since 1995
- Graduate of the University of Iowa - 1987 and 1989
- Licensed Professional Engineer in Kentucky, Ohio, Indiana, Wisconsin, Alabama and Mississippi

Office Location

- Lexington, KY and Louisville, KY, depending on project assignments.

Experience and Expertise Related to Dig and Replace Sewer Lines

Mark has experience and expertise that matches project needs sewer and force main infrastructure design and project management. Following is a summary of Mark's applicable expertise.

- **Gravity Sewer and Force Main Design experience** includes gravity Sewers ranging from 8-inch to 108-inch diameter. Force mains designs range from 4-inch to 72 inches, and lengths up to 37,000 feet. Design tasks include sizing, alignments and hydraulic analysis.
- **Project Management experience** for wastewater pump station, collection, conveyance and treatment facilities for all phases of project development including Design, Bidding and Contract Administration.

Related Project Experience in the Past Five Years

Mark's qualifications exceed the Project Manager requirements for three projects in the past five years. In addition to projects listed below, Mark has designed many other sewer and force main projects in his 23 year career.

- **Assistant Project Manager and Principal Engineer for Columbus IN CSO Interceptor Sewers, Haw Creek Headworks, Pump Station and Force Main.** The project included gravity interceptor sewers of 108-inch (1700 LF) and 66-inch (6,700 LF). The project also included a 30 mgd pump station (5 pumps) to deliver average daily flows to the new Columbus WWTP via parallel 30-inch force mains (16,000 LF). The headworks also includes six 280 HP excess flow pumps with a firm capacity of 240 mgd (166,700 gpm) and twin 72-inch force mains to deliver excess flow to an equalization facility.
- **Project Manager for Otter Creek Sewer Infrastructure Project.** The project included new collection, pumping and conveyance infrastructure to serve a rapidly developing area of Hardin County. The 38,000 LF interceptor ranged in size from 10-inch to 24-inch. The Otter Creek pump station was designed with a capacity of 1200 gpm. The discharge is conveyed to the City of Radcliff collection system via a 16-inch force main (17,500 LF).
- **Project Manager for Nolin River Sewer Infrastructure Project.** The project included new collection, pumping and conveyance infrastructure to serve a large industrial tract, interstate interchange and an unsewered community in Hardin County. New collector and interceptor sewers were designed ranging in size from 8-inch to 24-inch and totaling 35,400 LF. The project includes four pump stations, 1350 gpm, 1350 gpm, 240 gpm, and 80 gpm and force mains from 4-inch to 16-inch that extend over 75,100 LF.



Charles R. Anderson, P.E.

Experience and Background

- Over 40 years of experience in the design of pumping and conveyance facilities
- Graduate of the University of Wisconsin - 1971 and 1973
- Licensed Professional Engineer in Kentucky, Wisconsin, Alabama and Tennessee

Office Location

- Louisville, KY

Experience and Expertise Related to Conveyance

Chuck's experience and expertise matches project needs for conveyance design and project management.

- **Conveyance experience** includes design of numerous large diameter pressure and gravity mains. Design efforts included evaluation of pipe materials such as reinforced concrete, Hobas, PVC (both solid and profile wall), prestressed concrete cylinder pipe, ductile iron, and low head concrete pressure pipe.
- **Project Management experience** for conveyance involved all phases of project development including Planning, Design, Bidding, Value Engineering, Quality Control, and Contract Administration.
- **Quality Control and Value Engineering experience** for wastewater conveyance has evolved into a major part of Chuck's current efforts. He provides quality control for large conveyance projects for the firm's Kentucky, Indiana, and Ohio projects.

Related Project Experience in the Past Five Years

Chuck's recent project experience reflect the breadth of his expertise in the conveyance area.

- **Louisville and Jefferson County Metropolitan Sewer District.** The most recent conveyance project for MSD was the Hikes Lane Interceptor Project Phases I and II. The project entailed the design of over 7000 feet of 72-inch sewer.
- **Otter Creek Sewer Infrastructure Project.** The project included new collection, pumping and conveyance infrastructure to serve a rapidly developing area of Hardin County. The Otter Creek project required over 7900 feet of 24-inch interceptor.



Mark C. Askin, P.E.

Experience and Background

- Over 18 years of experience in easement acquisition and right of way services for state/local clients
- Leads our Property Acquisition services as well serves as a project manager for Wastewater Conveyance
- Graduate of the University of Kentucky - 1995
- Licensed Professional Engineer in Kentucky and Ohio

Office Location

- Louisville and Lexington KY, depending on project assignments.

Experience and Expertise in the Past Five Years Related to Dig and Replace Pipeline Projects

Land Acquisition - During the last 12 years, Mark has been extensively involved with our Land Acquisition Department. He has been in charge of obtaining the following:

- 1,200 fee simple acquisition and relocations for 10 KYTC projects.
- 750 plus easements on 12 projects for the Louisville Water Company.
- 2,250 plus easements on 49 projects for the Louisville and Jefferson County Metropolitan Sewer District.
- 300 easements for the City of Crestwood.
- 450 easements for the Kentucky American Water Company.
- 40 easements for the Oldham County Sanitation District.
- 50 easements for Sanitation District No. 1.
- 50 easement acquisitions for the Mt. Sterling Water Commission.

Mark is prequalified with the Kentucky Transportation Cabinet for rights-of-way acquisition services and combined with his Water/Wastewater Design experience, he provides a unique perspective to this important component of project delivery.

4. Clients for Which Similar Work has Been Performed

Client History and Related References Provide Further Confirmation of Stormwater Expertise and Ability to Meet Clients Needs

<i>Client Name</i>	<i>Similar Projects Completed</i>
Bill Scalf, P.E., Director Frankfort Sewer Department Frankfort, KY (502) 875-2448 wscalf@frankfort.ky.gov	Kentucky Avenue Interceptor
David Lind US Department of Energy Oak Ridge, TN (865) 574-1088 Email Not Available	Oak Ridge Y-12 Facility Outfall Replacement
Steve Emily, P.E. Louisville-Jefferson County MSD (502) 540-6000 steve.emily@louisvillemsd.com	Hikes Lane Interceptor Phase I & II
Mike Sanford, Manager Mercer County Sanitation District Burgin, KY (859) 748-5642 Mike@Lakevillagewater.org	Brightleaf WWTP Decommissioning Scenic Hills Sanitary Sewer Improvements Burgin Wastewater System
Mike Asalon, Engineering Services Director City of Paris Utilities Paris, KY (859) 987-2110 masalon@paris.ky.gov	Claysville Trunk Sewer Replacement Bedford Acres Sanitary Sewers US68 Bypass Utility Relocations

5. Similar Design Services Projects

Experience Gained during Forty Year Working Relationship with LFUCG Allows Strand to Design Cost-Effective, Sustainable Infrastructure, Meeting Current and Future Needs

Strand has been providing quality professional engineering services to LFUCG since 1968.

Strand has served LFUCG on a broad range of wastewater-related projects continuously and successfully since 1968. Services provided have included permitting, planning, design and construction-related support for wastewater process, treatment, conveyance, pumping, system controls and equipment needs, calling on all disciplines of engineering with our in-house resources. In addition, Strand has a long track record of service to clients related to implementation of wet weather capacity enhancement improvements for both gravity and pumped systems. Our history of services to LFUCG is testimony to this fact when members of our Project Team have lead completion of major watershed conveyance improvement projects such as the Lower Cane Run 1 Trunk Sewer and Pumping Stations Improvements and more recently, major trunk sewer replacements in the North Elkhorn and West Hickman sewersheds. As noted on the following page, our resume includes a variety of dig and replace project types from complete system upgrades to targeted improvements to correct poor geometrics and inefficient hydraulics.

In supporting the pipeline replacement needs associated with LFUCG's Remedial Measures Plan (RMP), our Team's capabilities and familiarity with LFUCG's system deficiencies are well-suited to address the varied challenges and conditions that exist. Our project listing and Team's experience includes specialized capabilities in the following key areas of consideration:

- Easement and Rights-of-Way Acquisition
- Public Involvement
- Subsurface Considerations
- By-Pass Pumping Conditions
- Geometrics and Hydraulic Efficiency
- Trenchless Technologies
- Laying Conditions and Material Selection
- Project Administration

Our Project Team includes individuals who not only bring design experience and working knowledge of LFUCG's wastewater infrastructure realm, but professionals who also possess rare skills in effectively administering to construction contracts with high public expectations. The table on the following page outlines a select listing of similar dig and replace pipeline projects that highlight our credentials to serve LFUCG's needs for this important RMP component.



Noblitt Park 66-in. Sanitary Sewer Interceptor - Columbus, IN



Expansion Area 2C 30-in Trunk Sewer Reservoir Crossing - Lexington, KY

Similar Design Services Projects

Project Name	Date	Services Provided	Project Description	Construction Cost	Key Team Member
Kentucky Avenue Interceptor Frankfort Sewer Department Frankfort, KY	2012	Complete design services including alignment and sizing analysis. Also provided easement and permitting assistance.	<ul style="list-style-type: none"> Renovation of two existing parallel pipe systems (27-in and 42-in/48-in). Solution utilizes combination of 4,300 LF new sewer in parallel alignment and in situ rehabilitation of 4,400 LF of existing pipe. Sensitive alignment adjacent to Kentucky River Bank area and wetlands. 	\$3,700,000 (est.)	Michael Davis, P.E. Mark Sneve, P.E. Darrell Edwards, P.E.
Hikes Lane Interceptor Phase I & II Louisville Metropolitan Sewer District Louisville, KY	2012	Complete design services including alignment and hydraulics.	<ul style="list-style-type: none"> 10,000 LF 72-in diameter interceptor in urbanized area and along Beargrass Creek. Permitted alignment alternatives analysis with elimination of two existing pump stations. Details including 240 LF 84-in tunnel bore and extensive coordination for utility relocations. Easement development and stream restoration and bank stabilization. New 6-, 10-, 12-, and 15-in collection system to serve new service area. 24-in interceptor 7,800 LF to serve unsewered watershed. New 1,200 gpm duplex submersible pump station. Force main 1.6-in 17,500 LF. 	\$9,600,000	Paul Maron, P.E. Chuck Anderson, P.E.
Oker & Pauley Creek Sewer Infrastructure Hardin County Water District No. 2 Glendale, KY	2012	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.	<ul style="list-style-type: none"> Alignment alternative analysis and cost assessment. 30,000 LF 24-in force main. Require to decommission I-town WWTP. Consent decree critical improvement. 	\$8,600,000 (est.)	Mark Sneve, P.E. Chuck Anderson, P.E.
Jeffersontown Force Main Replacement Metropolitan Sewer District Louisville, KY	2012	Detailed planning and design services.	<ul style="list-style-type: none"> 24-in interceptors 1,700 LF plus 10-in sewers (7800 LF) and 8-in sewers (25,900 LF). Four new pump stations. Force mains (16-in 90,000 LF, 12-in 7,200 LF, 10-in 7,200 LF, 8-in 14,400 LF, 6-in 14,900 LF, 4-in 8600 LF). 	\$7,658,000	Mark Askin, P.E. Chuck Anderson, P.E.
Nolin River Sewer Infrastructure Hardin County Water District No. 2 Glendale, KY	2012	Complete design services including alignment and sizing analysis. Also includes piping and construction administration.	<ul style="list-style-type: none"> 30-in interceptor sewer to replace aging, undersized sewer. 2 siphons required for creek crossings. New sewer alignment is through heavily developed residential area. 	\$13,100,000 (est.)	Mark Sneve, P.E. Chuck Anderson, P.E.
Clayville Trunk Sewer Replacement City of Paris Paris, KY	2009	Complete design services including alignment and sizing analysis.	<ul style="list-style-type: none"> Decommissioning of WWTPs (4 packages systems). Design of new 8-in sewers to convey wastewater to new pump stations. New pump station with 6-in dia. force main. 	\$4,200,000	Michael Davis, P.E. Mark Askin, P.E. James Chambliss, PLS
Brightleaf WWTP Decommissioning Mercer County Sanitation District Harrodsburg, KY	2009	Complete design services including alignment and sizing analysis. Also provided bidding, construction administration, and easement services.	<ul style="list-style-type: none"> 1,700 LF of 108-inch sewer (Water Street) 6,700 LF of 66-inch sewer (Noblett Interceptor) Twin 30-inch force mains (16,000 LF) 	\$1,940,000	Michael Davis, P.E. James Chambliss, PLS
Noblett Park CSO Elimination Project Columbus City Utilities Columbus, IN	2008	Complete design services including alignment and sizing analysis. Also includes piping and construction administration.	<ul style="list-style-type: none"> 2,500 gpm triplex submersible pump station with auxiliary generator. 2,300 LF 18-in interceptor with 9,500 LF 14-in PVC force main complying with LFCUG design criteria. Includes architectural building to house bioxide chemical storage and feed system. 	\$8,700,000	Michael Davis, P.E. Darrell Edwards, P.E. Bruce Monarch
LCR-2 Trunk Sewer and Pumping Station Barlow Homes Lexington, KY	2007	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.	<ul style="list-style-type: none"> Replace 2,800 LF 8-in sewer with 12-in and 15-in sewer. Mitigated SSOs along Paint Creek. Required by Agreed Order with IDOW. 	\$2,008,000	Adam Weber, P.E. Michael Davis, P.E. James Chambliss, PLS
Paintsville Paint Creek Interceptor Paintsville Utilities Paintsville, KY	2007	Design services including alignment. Also provided bidding and construction administration.	<ul style="list-style-type: none"> 1,800 LF of 36-in gravity sewer pipe. 1,400 LF of 24-in force main. Included bypass pump arrangement for duration of pump replacement installation. 	\$1,800,000	Michael Davis, P.E.
South Elkhorn Trunk Sewer Replacement LFUCG Lexington, KY	2002/2006	Complete design, bidding, and construction-related services.	<ul style="list-style-type: none"> 4,000 LF of 30-in trunk sewer utilizing ductile iron pipe with protective lining. Project solved a difficult sewerability challenge for new development expansion area. Included reservoir crossing installed with stone fill and pipe cradle support. Easement development and acquisition. 12-in to 24-in interceptor Replacement Project including replacement in existing alignment and new parallel installation. Bypass pumping required. Natural Channel Restoration feature coordinated with sewer installation. SSSES field investigation including CCTV. Sewer system rehabilitation and inflow 18-in interceptor sewer. Trenchless technology to update pipe from 12-in to 18-in diameter. Post construction flow monitoring showed >50 percent reduction in rainfall-induced I/I. 	\$450,000	Darrell Edwards, P.E. Michael Davis, P.E. Adam Weber, P.E.
Expansion Area 2C Trunk Sewer Bell/Barnow/Cutter Lexington, KY	2003	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.	<ul style="list-style-type: none"> 15,000 gpm dry pit submersible pump station. 24,000 LF interceptor up to 48-in diameter. Eliminated eight smaller pump stations. 	\$1,201,000	Michael Davis, P.E. Chuck Anderson, P.E. James Chambliss, PLS
Dixie Trunk Sewer Replacement LFUCG Lexington, KY	2002	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.		\$1,800,000	Michael Davis, P.E. James Chambliss, PLS
Oak Ridge Y-12 Outfall Replacement US Department of Energy Oak Ridge, TN	2001	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.		\$92,000,000	Michael Davis, P.E. Chuck Anderson, P.E. James Chambliss, PLS
LCR-1 Trunk Sewer and Pumping Station LFUCG Lexington, KY	1995	Complete design services including alignment and sizing analysis. Also provided bidding and construction administration.		\$6,300,000	Michael Davis, P.E. James Chambliss, PLS

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects	
Headquarters	Madison, WI	1946	192	Variable	a.
Local Office	Lexington, KY	1968	20	19	b.
PM Location	Lexington, KY				
Other Location	Louisville, KY	1968	26	3	c.
Subconsultants					
Name:	TesTech, Inc.	2/3/1997	61	5	
Service Provided	Geotechnical/Drilling				
Headquarters	Dayton, OH	2/3/1997	45	3	
Local Office	Louisville, KY	6/2009	3	2	
Name:	Third Rock Consultants, LLC	1/1/2000	26	3	
Service Provided	Environmental Consulting				
Headquarters	Lexington, KY	1/1/2000	23	3	
Local Office	Lexington, KY	1/1/2000	23	3	
Name:	Cultural Resource Analysts, Inc.	1983	74	Variable	
Service Provided	Cultural Resource Studies				
Headquarters	Lexington, KY	1983	35	Variable	
Local Office	Lexington, KY	1983	35	Variable	

Notes:

- "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
- Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.
 - Anticipated % of Strand services performed in Madison, WI - <1%
 - Anticipated % of Strand services performed in Lexington, KY - >90%
 - Anticipated % of Strand services performed in Louisville, KY - <9%

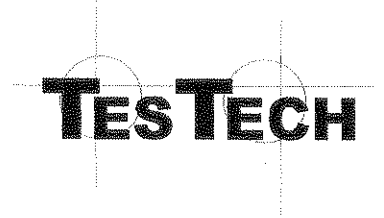
7. Disadvantaged Business Enterprise Involvement

Our DBE Engagement Plan supports LFUCG's stated 10% goal.

Strand's DBE Subconsultant Plan Achieves LFUCG's Participation Goal

As a firm that supports initiatives of our local government, Strand consistently endeavors to incorporate DBE participation goals in our contracting opportunities. To this end, we are fully committed to meeting LFUCG's 10% DBE participation goal with our selected DBE subconsultants for required services and others as may be needed to fulfill this commitment. Although all other required engineering services can be provided by Strand's diverse in-house staff, we are prepared to allocate project responsibilities to additional DBE firms in meeting LFUCG's stated 10% goal.

For this project, the Strand team includes listed support from Testech, Inc.; Third Rock Consultants, LLC; and Cultural Resources Analysts, Inc. to provide essential services that augment Strand's internal capabilities. Testech, Inc. is an MBE minority-owned firm based in Louisville, Kentucky. For this project they will assume responsibility for providing geotechnical related services. Third Rock Consultants, LLC is a local WBE who will provide environmental-related services. We have also included Cultural Resources Analysts, a locally-based small business that specializes in cultural and historic environmental concerns. Common among each of these subconsultant team members is a prior working relationship with Strand on many other similar related projects.



For the entirety of project services under this Remedial Measures Program component, Strand is committed to meeting or exceeding LFUCG's 10% goal for DBE firm participation. If service opportunities are not available for a given project within the credentials listed herein for TesTech or Third Rock, Strand will first reach out to other locally-based preapproved DBE firms to solicit their support in meeting the participation goal. If we are unable to find local support, we will then reach out to other area DBE firms to meet the commitment. Rest assured, Strand is committed to fulfillment of this important contracting objective recommended by LFUCG.

8. Statement of Hourly Rates

Strand's Value Added Commitment will Provide a Measured Return on Investment in Quality Engineering Services

Our Staffing Plan & Rate Structure are Balanced to Provide Optimum Value.

We would welcome the opportunity to review and discuss our capabilities and proposed staffing in more detail and provide any supplemental information necessary to meet LFUCG's ultimate project goals and objectives. Hourly billing rates for this project are summarized in the tables below.

Strand Associates, Inc.

Position	Rate
Principal	\$210 per hour
Project Manager	\$184 per hour
Project Engineer (P.E.)	\$122 per hour
Project Engineer (EIT)	\$ 92 per hour
Engineering Technician/CAD	\$103 per hour
Survey Crew (Two-Man)	\$178 per hour
Clerical	\$ 83 per hour

Typically Expected Reimbursable Expenses

Expense Name	Expense Cost
Subconsultant	@ Cost Plus 10%
Telephone	@ Cost
Copies	\$.15 per Copy
Stakes & Lath	\$.40 per Piece
Equipment Rental	@ Cost Based on Rental Rates
Postage/UPS	@ Cost
Computer Expense	\$16 Per Hour
Color Copies	\$1 Per Copy
Wide Format Printing	\$0.30 Per Sq. Ft./\$2.05 Per Sq.Ft. Mylar
Mileage Auto	@ \$.50/Mile
Mileage 4-Wheel Drive Truck	@ \$.90/Mile
Confined Space Meter (Gas Detector)	\$50 Per Day
GPS	\$207 Per Day/Per Recorder
GPS Hand-Held	\$125 Per Day/Per Recorder
GPS w/Cell Phone	\$250 Per Day
Robotic Total Station	\$210 Per Day
Tripod/Winch	\$50 Per Day
TSK-Total Station Kit	\$130 Per Day



Strand Associates, Inc.
MBE WBE Participation Forms
Affirmative Action Plan
Equal Opportunity Agreement
Work Force Analysis Form
Certificate of Liability Insurance



LFUCG MBE/WBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 33-2012

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Ricardo Brower Vice President TesTech, Inc. 11505 Commonwealth Dr Suite 104 Louisville, KY 40299 (502) 261-0462 brower@testtechinc.com	Geotechnical Engineering	* see note below	* see note below%
2. Molly Foree Davis, President Third Rock Consultants, Inc 2526 Regency Road, Suite 180, Lexington, KY 40503 (859) 977-2000 mforee@thirdrockconsultants.com	Environmental Analysis	* see note below	* see note below
3.			
4.		Total	* see note below %

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

Strand Associates, Inc.
Company

Michael C. Davis
Company Representative

11/13/2012
Date

Senior Associate/Director of Operations
Title

* Note: Strand is committed to meeting the 10% DBE participation goal with required listed subconsultants as noted and other as may be required based on actual project assignments.



MBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 33-2012

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

Company Name Strand Associates, Inc.	Contact Person Michael L. Davis, P.E.
Address/Phone/Email 1525 Bull Lea Road, Suite 100 Lexington, KY 40511 859/225-8500 mike.davis@strand.com	RFP Package / RFP Date RFP33-2012 Professional Engineering Services 10/22/12 -release 11/13/12 -due

MBE/WBE 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
TesTech, Inc. 11505 Commonwealth Dr Suite 104 Louisville, KY 40299	Ricardo Brower Vice President	brower@tstechinc.com (502) 261-0462	11/6/12 (Phone)	Geotechnical Engineering	Phone Email	TBD **	(a) Certified
Third Rock Consultants, Inc 2526 Regency Road, Suite 180, Lexington, KY 40503	Gerry Fister, PE	gfister@thirdrockconsultants.com (859) 877-2000	11/6/12 (Phone)	Environmental Analysis	Phone Email	TBD	WBE

(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.

Strand Associates, Inc. _____

Company



Company Representative

11/13/2012 _____

Date

Senior Associate/Director of Operations _____

Title

* Note: Numerous contacts have occurred throughout the year.

** Note: Strand is committed to meeting the 10% DBE participation goal with required listed subconsultants as noted and other as may be required based on actual project assignments.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 33-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

Contacted known MBE/WBE firms whom we have worked with on previous projects

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

Strand Associates, Inc.
Company


Company Representative

11/13/2012
Date

Senior Associate/Director of Operations
Title

From: Rick Brower <brower@testtechinc.com>
Sent: Friday, November 09, 2012 4:25 PM
To: Davis, Mike
Cc: Goodrich, Angela
Subject: LFUCG RFP # 33-2012

TesTech has agreed to be part of the Strand Team as a sub-consultant on the LFUCG RFP to providing Geotechnical Services.

Thanks

Ricardo Brower
Vice President
TesTech
8(a)/MBE/EDGE-Certified
8534 Yankee Street Suite 2C
Dayton, Ohio 45458
(937) 435-3200 - Office
(937) 291-6549 - Fax
brower@testtechinc.com
www.testtechinc.com

From: Fister, Gerry <gfister@thirdrockconsultants.com>
Sent: Thursday, November 08, 2012 8:22 AM
To: Woolum, Mike
Cc: Goodrich, Angela; Davis, Mike
Subject: LFUCG RFP # 33-2012

Mr. Woolum,

Third Rock Consultants is please to acknowledge your invitation and state our commitment as a team member to serve in a subcontractor role to provide environmental services for the Lexington Fayette Urban County's remedial measures projects.

Gerry Fister, PG | Third Rock Consultants, LLC | Mobile 859-619-1237
2526 Regency Rd | Ste 180 | Lexington, KY 40503 | 859.977.2000
101 North 7th St | Louisville, KY 40202 | 502.561.3448
511 Union St | Ste 1850 | Nashville, TN 37219 | 615.313.3996
244 N. Peters Rd #216 | Knoxville, TN 37923 | 865.694.6144



Strand Associates, Inc.[®]
1525 Bull Lea Road, Suite 100
Lexington, KY 40511
(P) 859-225-8500
(F) 859-225-8501

Equal Employment Opportunity Policy Statement

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

Strand Associates, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, Inc.

Date: 11 / 13 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	12	10	1							10	2
Professionals	228	186	32	1		2		7		196	32
Superintendents											
Supervisors											
Foremen											
Technicians	48	40	6	1		1				42	6
Protective Service											
Para-Professionals											
Office/Clerical	48	9	33		1		3	1	1	10	38
Skilled Craft											
Service/Maintenance	3	1				2				3	
Total:	339	246	72	2	1	5	3	8	2	261	78

Prepared by: Audra Wells, H/R Coordinator
Name & Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)
07/03/12

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

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

PRODUCER KLEIN INS. GROUP OF MADISON 702 N. HIGH POINT RD., STE 201 PO BOX 45470 MADISON, WI 53744-5470 Richard A. Hagen	608-831-9700	CONTACT NAME: Sue Simoneau	
	608-831-4777	PHONE (A/C, No, Ext): 608-831-9700	FAX (A/C, No): 608-831-4777
		E-MAIL ADDRESS: ssimoneau@kleinins.com	
		PRODUCER CUSTOMER ID #: STRAA01	
		INSURER(S) AFFORDING COVERAGE	
INSURED Strand Associates, Inc., & PEH Engineers Shawn Cannon 1525 Bull Lea Rd, Ste. 100 Lexington, KY 40511	INSURER A : General Casualty Insurance Co.		NAIC # 24414
	INSURER B : Regent Insurance Co.		
	INSURER C : CNA Insurance Companies		20443
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CC10194862	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Cov. incl. completed ops.					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		CBA0113607	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CCU0133607	01/01/12	01/01/13	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DEDUCTIBLE					\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		CWC 0650748	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab.		AEH 11-397-40-97	07/11/12	07/11/13	ea. occur 2,000,000
			FULL PRIOR ACTS			aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

000000

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

AUTHORIZED REPRESENTATIVE

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TesTech, Inc.
Work Force Analysis Form
Firm Profile

WORKFORCE ANALYSIS FORM

Name of Organization: TesTech, Inc.

Date: 11 / 13 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	20	10	5		3					14	5
Superintendents											
Supervisors	3	3								3	
Foremen											
Technicians	25	23	1	1						24	1
Protective Service											
Para-Professionals											
Office/Clerical	4		4								4
Skilled Craft	7	7								7	
Service/Maintenance											
Total:	60	44	11	2	3	3	49	11	11	49	11

Prepared by: Casey M. O'Shady, Office Manager
 Name & Title

FIRM OVERVIEW

TesTech, Inc., an 8(a)/MBE-certified professional engineering firm, was founded in 1997 and established to provide technical services for the integral components of various types of construction projects through traditional work ethics and commitment to excellence.

This commitment is demonstrated through our continued growth and today, TesTech is comprised of approximately 60 employees, with office locations operating in Ohio, Indiana, Michigan, Kentucky, and Missouri.

TesTech's staff includes professional engineers, welding inspectors, engineering technicians, surveyors and environmental scientists all of whom are specialists in their fields and certified and/or accredited by the following organizations:

- ❖ State Board of Registration for Professional Engineers and Surveyors
- ❖ American Institute of Professional Geologists (AIPG)
- ❖ American Concrete Institute (ACI)
- ❖ American Welding Society (AWS)
- ❖ Ohio Department of Transportation (ODOT)
- ❖ Indiana Department of Transportation (INDOT)
- ❖ Kentucky Transportation Cabinet (KTC)
- ❖ Michigan Department of Transportation (MDOT)
- ❖ Ohio Aggregates Association (OAA)
- ❖ Central Ohio Transportation Authority (COTA)
- ❖ National Institute for Certification in Engineering Technologies (NICET)
- ❖ Occupational Safety & Health Administration (OSHA)
- ❖ American Association of State Highway & Transportation Officials (AASHTO) (AMRL & CCRL)
- ❖ U. S. Army Corps of Engineers (USACE)
- ❖ States of Ohio & Michigan Department of Health
- ❖ National Environmental Health Association (NEHA)

Our experienced team specializes in providing the following technical services:

- ❖ Professional Geotechnical Engineering
- ❖ Independent Geotechnical Drilling
- ❖ Construction Materials Testing and Inspection
- ❖ Independent Laboratory Testing
- ❖ Environmental Site Assessments - Phase I & Phase II ESAs, ESA Screenings
- ❖ Land Surveying
- ❖ Civil Engineering Services
- ❖ Construction Management

Our project experience encompasses servicing numerous airports, roadways, bridges, federal/state/local government construction, municipalities, public school systems, colleges and universities, and commercial/residential development projects throughout the Ohio, Indiana, Kentucky, Michigan, Missouri, and Pennsylvania regions.

TesTech possesses both the technical and managerial proficiency required to deliver quality services for the successful completion of your project - regardless of the magnitude or complexity - let us put our experience to work for you!



*Putting our experience to
work for you!*

**8(a) Certified
Graduation 2019**

OFFICE LOCATIONS:

Corporate Headquarters
8534 Yankee St., Suite 2C
Dayton, OH 45458
Tel: 937-435-3200
Fax: 937-291-6549

Cincinnati Office
312 Walnut St., Suite 1600
Cincinnati, OH 45202
Tel: 513-762-7661
Fax: 513-721-4628

Columbus Office
2720 Airport Dr., Suite 100
Columbus, OH 43219
Tel: 614-418-1721

Indianapolis Office
5769 Park Plaza Court
Indianapolis, IN 46220
Tel: 317-845-3133
Fax: 317-845-3131

Louisville Office
11505 Commonwealth Drive
Suite 104
Louisville, KY 40299
Tel: 502-261-0462
Fax: 502-261-0677

Lansing Office
8164 Executive Court
Suite C
Lansing, MI 48917
Tel: 517-622-1002
Fax: 517-627-6392

Fort Wayne Office
4714 Parnell Avenue
Fort Wayne, IN 46825
Tel: 260-918-2302
Fax: 260-969-1175

St. Louis Office
1033 Corporate Square Drive
St. Louis, MO 63132
Tel: 314-292-6944



Third Rock Consultants, LLC
Work Force Analysis Form
Firm Profile

WORKFORCE ANALYSIS FORM

Name of Organization: Third Rock Consultants, LLC

Date: 11 / 13 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								
Professionals	7	3	4								
Superintendents											
Supervisors	1		1								
Foremen											
Technicians	7	4	3								
Protective Service											
Para-Professionals	8	4	4								
Office/Clerical	2		2								
Skilled Craft											
Service/Maintenance											
Total:	26	11	15								

Prepared by: Molly Foree Davis, President
Name & Title



Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in the fall of 2000 in response to the increased need for innovative, yet professional environmental consulting services. Third Rock is recognized as a leading environmental firm in our region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Our services have focused on support services for engineering projects, biological and ecological analyses, environmental permitting, stream mitigation design, and NEPA documentation. Third Rock serves a wide range of private and public clients, including water quality focused projects for the Division of Environmental Quality and Public Works. Our staff is well versed in the consent decree and remedial measures plans that have been developed and is prepared to provide the services needed to support the engineering professionals that will advance them.

Third Rock is a certified woman-owned business enterprise. Molly Davis is the sole owner and president of Third Rock. She is a graduate of the University of Kentucky College of Law. Prior to entering the consulting business, Ms. Foree specialized in environmental law at Greenebaum, Doll & McDonald, PLLC, a prominent Lexington law firm. Her experience as an environmental attorney is advantageous for our clients who must comply with complicated environmental laws and regulations. Under Ms. Foree's leadership, Third Rock has achieved a reputation for providing quality environmental services in today's challenging regulatory climate.

Contact Information:

Molly Foree Davis, President
mforee@thirdrockconsultants.com
www.thirdrockconsultants.com

Main Office:

2526 Regency Road, Suite 180, Lexington, KY 40503
P: 859-977-2000
F: 859-977-2001



Cultural Resource Analysts, Inc.
Work Force Analysis Form
Firm Profile

WORKFORCE ANALYSIS FORM

Name of Organization: Cultural Resource Analysts, Inc.

Date: 11 / 13 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	9	8	1							8	1
Professionals	42	30	12							30	12
Superintendents											
Supervisors	8	2	4			1		1		2	6
Foremen											
Technicians	8	6	2							6	2
Protective Service											
Para-Professionals											
Office/Clerical	1		1							1	
Skilled Craft											
Service/Maintenance											
Total:	68									47	21

Bridgette A. Robinson

Prepared by: Bridgette A. Robinson - Director of Human Relations
Name & Title

Cultural Resource Analysts, Inc. General Qualifications

Since 1983 Cultural Resource Analysts, Inc. (CRA) has provided assistance on National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance requirements to various federal, state and local agencies, including LFUCG. NHPA assistance has ranged from survey and evaluation strategies and requirements (Section 110), to Section 106 consultation requirements, to the development, negotiation, and implementation of mitigation plans. CRA completes research and survey on thousands of historic properties each year and we are skillful in recommending determinations of National Register eligibility, complying with the Secretary of the Interior's Standards for the Treatment of Historic Structures, and in facilitating regulatory compliance. Our NEPA assistance includes collecting and organizing documentation pertaining to Section 106 coordination in order to complete and append the appropriate sections of NEPA documents. CRA is familiar with the NEPA review process and levels of compliance and is proficient in integrating the NEPA process and the Section 106 process.

The company headquarters are located in Lexington, Kentucky, and we have satellite offices in Colorado, Illinois, Indiana, Ohio, Louisiana, New Mexico, Tennessee, Virginia, West Virginia, and Wyoming. We have completed over 5,600 individual cultural resource management projects for a wide variety of clients throughout the United States. The company has 74 full-time, permanent employees, and we maintain a contact list of over 100 highly-qualified field technicians that have worked for CRA over the past five years. Current full-time archaeology staff at CRA includes 22 Principal Investigators, 20 Field Supervisors, and 12 Field Archaeologists and Laboratory Specialists. Our archaeology team consists of individuals specializing in GIS and other geospatial mapping and analysis, remote sensing and geophysical survey, bioarchaeology, geoarchaeology, paleoethnobotany, prehistoric ceramic technology and replication, prehistoric lithic technology and replication, and zooarchaeology. All archaeological principal investigators or field supervisors at CRA holding master or doctorate degrees are Registered Professional Archaeologist (RPA).

CRA's nine architectural historians/historians (including four principal investigators) offer the full range of technical expertise for the identification, evaluation, documentation, and protection of historic buildings, structures, cemeteries, and landscapes. All of CRA's key personnel meet or exceed the Department of the Interior's Professional Qualification Standards for archaeology, architectural history, or history (36 CFR 61). Other support staff consist of 5 team members in our Information Technology/CADD/GIS departments, 4 team members in our Publications department (report editing, layout, and production), and 10 team members in our Executive Management and Administration departments.

CRA has the staffing, experience, equipment, and facilities to efficiently perform multiple task orders on a wide variety of sites located worldwide. As a Small Business firm providing the full range of services, CRA does not need the extensive use of subconsultants to complete the majority of task orders and is capable of providing cultural resource support for all aspects of any contract. We invite you to visit CRA's website for additional information at www.crai-ky.com.

EXHIBIT D

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

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR _____

CONSULTANT

OWNER

		Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2438
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Remedial Measures Plan project, **CONSULTANT** understands and agrees that the performance of these services is 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**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** 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 **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.
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:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Owner and returned to Vernon Azevedo, P.E.
A fully executed copy will be returned to the Owner.*