



LEXINGTON

RFP-13-2023 Addendum 1
Stantec
Stantec Consulting Services Inc.
Supplier Response

Event Information

Number: RFP-13-2023 Addendum 1
Title: West Hickman Creek Veterans Park WQ Improvement Project
Type: Request For Proposal
Issue Date: 3/31/2023
Deadline: 4/28/2023 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Stantec Information

Contact: Joe Herman
Address: 3052 Beaumont Centre Circle
Lexington, KY 40513
Phone: (859) 422-3043
Email: joe.herman@stantec.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jason Maxwell

Signature

Submitted at 4/28/2023 01:19:06 PM (ET)

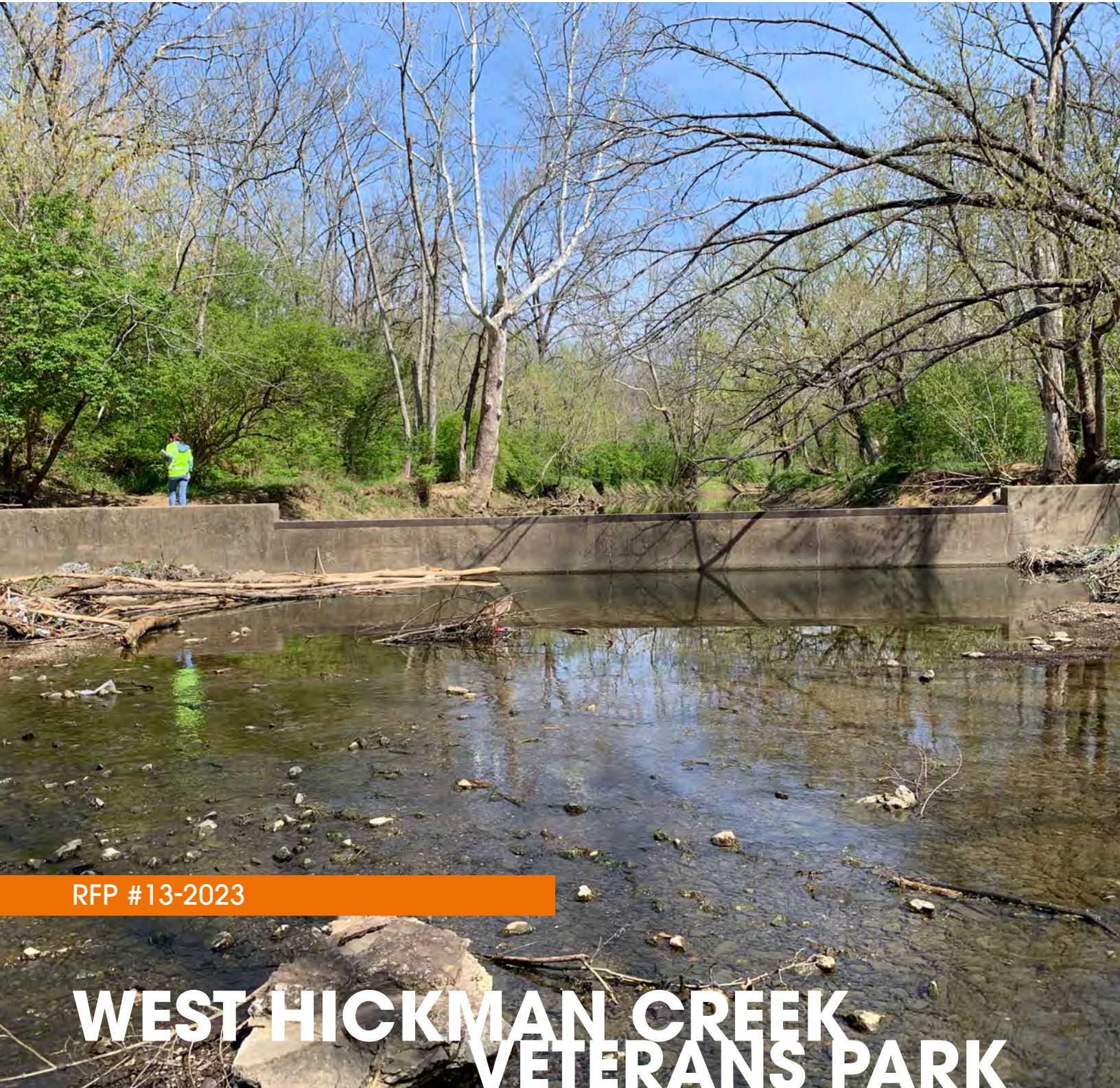
jason.maxwell@stantec.com

Email

Response Attachments

RFP_13-2023_STANTEC_20230428.pdf

Stantec response to RFP 13-2023 West Hickman Creek Veterans Park WQ Improvement Project



RFP #13-2023

WEST HICKMAN CREEK VETERANS PARK WQ IMPROVEMENT PROJECT

APRIL 28, 2023

Contents

1. SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE	1
WHY WE WILL BE SUCCESSFUL.....	3
<i>Experts in Project Construction</i>	<i>4</i>
<i>Hydrologic & Hydraulic Analyses</i>	<i>5</i>
<i>Subsurface Data Collection.....</i>	<i>5</i>
<i>Successful Environmental Permitting.....</i>	<i>6</i>
<i>Public Education</i>	<i>6</i>
PROJECT TEAM.....	7
2. CAPACITY OF PROJECT TEAM.....	15
DEDICATED PERSONNEL.....	15
SCHEDULE.....	16
3. PAST RECORD AND PERFORMANCE.....	17
PAST RECORD OF PERFORMANCE WITH LFUCG	18
<i>Various LFUCG Greenways Projects.....</i>	<i>19</i>
<i>Water Quality Incentive Grant Projects</i>	<i>20</i>
<i>West Milton Dam Removal and River Improvements.....</i>	<i>21</i>
CLIENT REFERENCES	22
4. LOCAL EMPLOYMENT.....	23
5. ESTIMATED COST OF SERVICES.....	24



Stantec Consulting Services Inc.
3052 Beaumont Centre Circle, Lexington, KY 40513

April 28, 2023

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

Re: Request for Proposal for Engineering Design Services – RFP#13-2023 West Hickman Creek / Veterans Park WQ Improvement Project

Dear Mr. Slatin,

We are pleased to present this proposal to provide a Proposal for the Lexington-Fayette County Urban Government (LFUCG) West Hickman/Veterans Park Water Quality Improvements Project. This proposal highlights our qualifications and experience with similar projects and outlines our detailed approach and schedule for completing the work.

Joining our Project Team are two firms experienced in execution of projects local to Lexington:

- **Ridgewater LLC (Ridgewater):** The Ridgewater/Stantec design-build team has completed nearly 30 projects over the past decade, including the Feasibility Study for this project. Ridgewater brings insight to real-life execution of water quality construction projects.
- **Vision Engineering LLC (Vision):** Vision has partnered with Stantec on over ten projects over the past five years. The addition of Vision to our Project Team ensures we can meet your Minority-Owned Business Enterprise (MBE) procurement goals for this project.

DUNS Number: 078721737

Number of Employees: 26,000 globally; 350 in KY providing requested services

Number of Years Providing Services: 70 years

We are excited at the opportunity to continue supporting LFUCG on this important project – we look forward to completing a detailed design built-upon the Feasibility Study we completed in 2020. We have reviewed your RFP and make no exceptions to the project requirements. If you have questions, please contact us.

Sincerely,

Stantec Consulting Services Inc.

Jason Maxwell, PE
Principal

Sam Lee, PE
Project Manager

1. Specialized Experience & Technical Competence

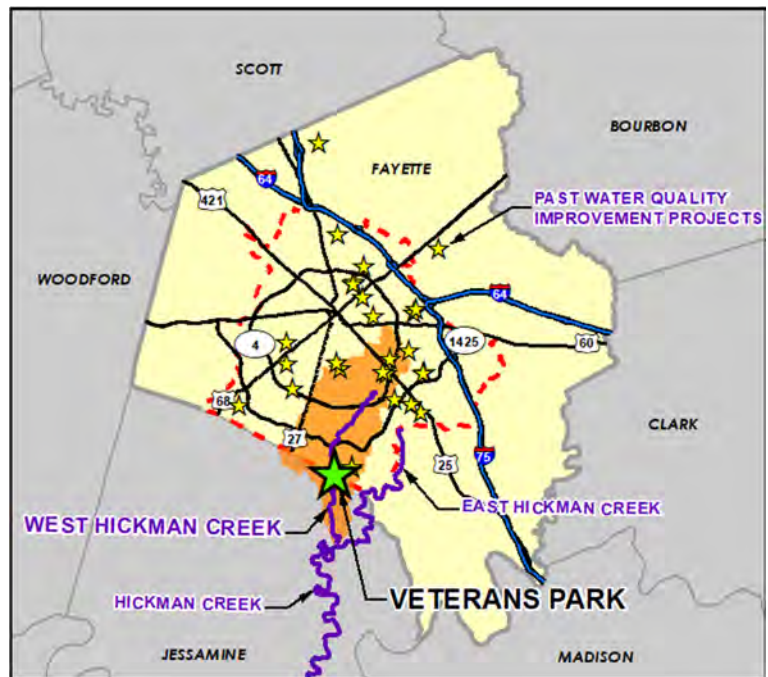
Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

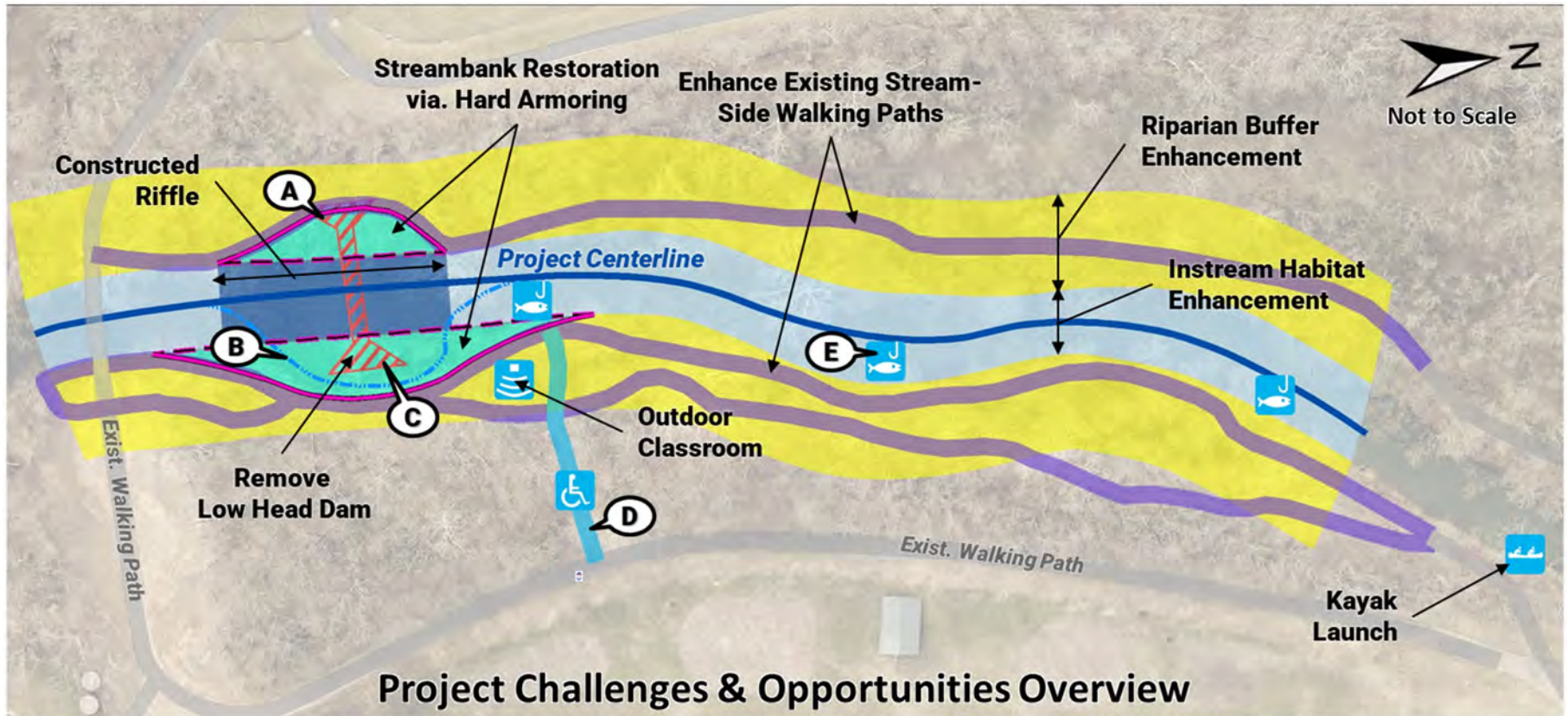
Stantec brings this nationwide experience in water resources to support our municipal clients in Kentucky – We provide core service offerings in water resources and civil engineering through a combined staff of almost 350 in our Lexington and Louisville offices. More importantly, we have built a team of experts who have considerable project success with LFUCG with nearly 30 projects completed within Fayette County. Special capabilities from our project team include:

- Expertise in stormwater quality projects special-fit for Lexington – we have completed nearly 30 projects focused on best management practices including stream restoration, wetland construction, rainwater harvesting, floatable trash collection, and green-infrastructure retrofits.
- A time-tested partnership with our design-build partner, Ridgewater, with whom we have completed three low head dam removals, five stream restoration projects, and multiple storm improvement and other construction projects over the past 10-years.
- The best land-surveying subconsultant, Vision, in Fayette County, who have completed multiple projects in the project area (including a no-rise study for the completed pedestrian bridge in Veterans Park).
- Environmental permitting and related services including bat surveys, wetland delineations, habitat assessments, etc.
- Geotechnical engineering, including eight field crews, 25 drill rigs and a USACE-validated soils and rock testing laboratory in our Lexington office.

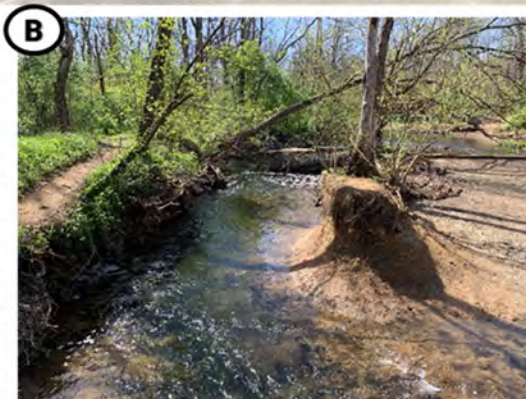
The bottom line – **our team is the best qualified** to assist LFUCG in completing this project. We understand the challenges for this project and the opportunity to build back a thriving creek that the community can enjoy.

Our Project Team has completed nearly 30 water quality improvement projects in Lexington, KY.

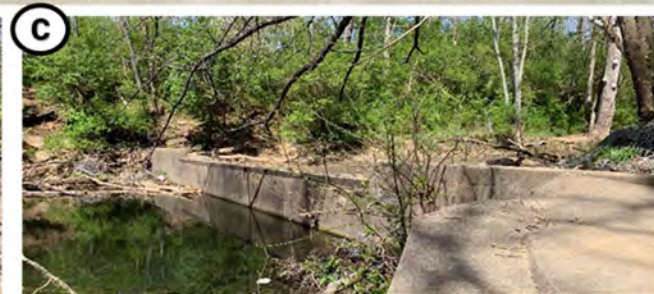




A Erosion has disconnected the low head dam from the stream's right descending bank.



B Flow has completely bypassed the low head dam, severely scouring the left descending bank. In addition to downstream water quality impacts (from sedimentation), erosion is undercutting the stream-side walking path.



C Removal of the low head dam will work toward restoring West Hickman Creek to its pre-development conditions. This could re-connect migratory pathways, reduce bank loss due to erosion, and provide a long-lasting asset for visitors to Veterans Park.



D Several existing walking paths could be stabilized, widened, and paved to create accessible access to the completed project.



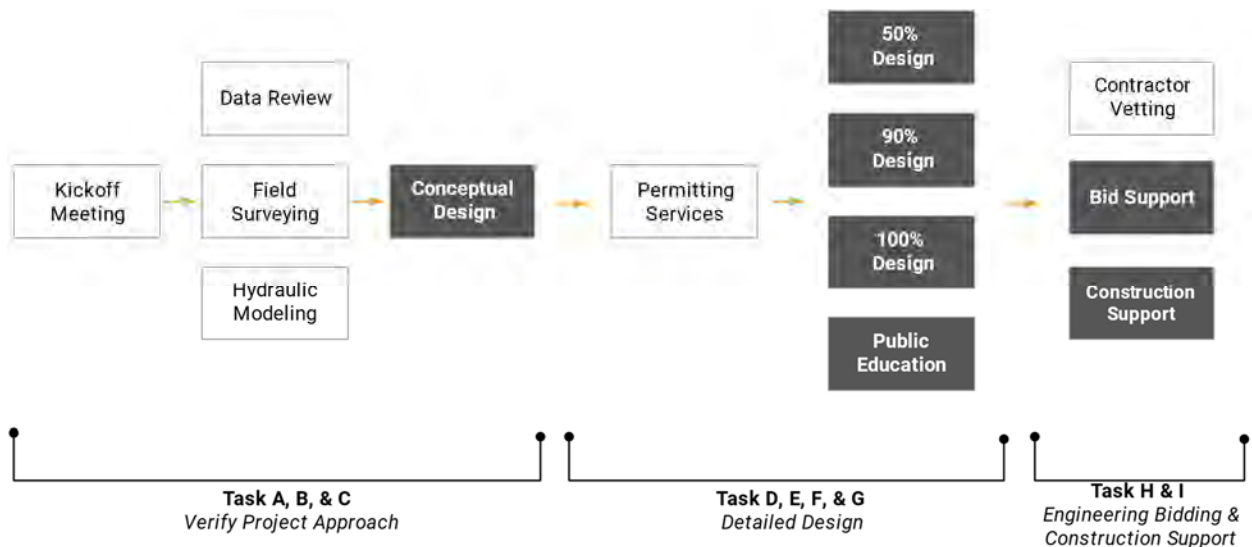
E Fish habitat "Lunker Bunkers" could be placed at existing fishing access locations.

Why We Will Be Successful

A significant benefit of the Stantec Team is our past experience and knowledge of the Project . As a result, our Team is well-positioned to immediately move forward without excessive demands on LFUCG’s staff time to get up to speed. Specifically, our Team’s experience includes:

- We were responsible for completing the Feasibility Study for this project. Continuing with Stantec’s personnel, who have strong familiarity with the project needs, will result in a diminished learning curve in “getting up to speed”.
- In our Feasibility Study we collected stream geometry data, performed preliminary calculations, and developed a conceptual design for the proposed Project.
- Our Land Surveying partner, Vision, completed survey services for two projects adjacent to the proposed Project area: collection of stream data for the West Hickman Creek FEMA Floodplain (Effective 2017) and West Hickman Trunk Sanitary Sewer (2017 to 2018).

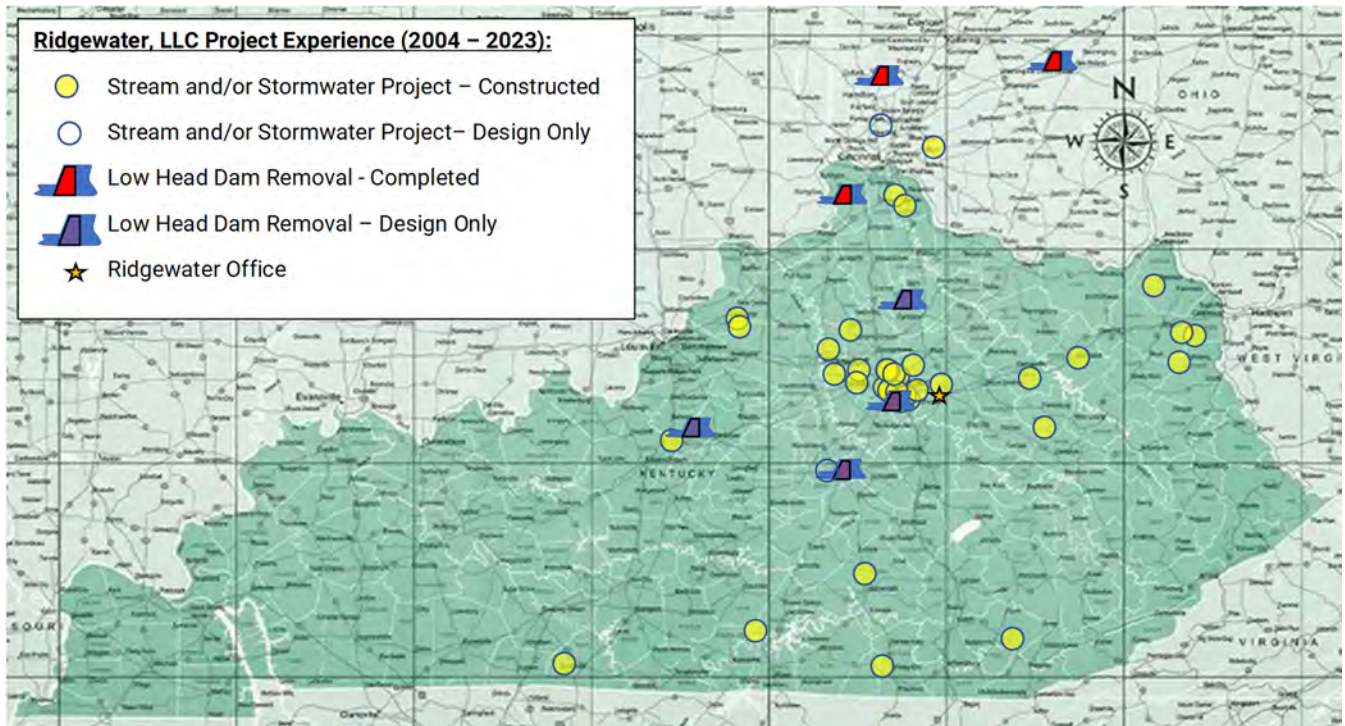
Individuals on our Project Team were specifically selected based on their project experience with a proven project approach capable of meeting the schedule milestones in your RFP. Our approach is highlighted below.



We have compiled a team and collaborative approach that is both time-tested on similar projects across the region and tailored specifically for LFUCG’s needs to implement this project. Based on our experience, understanding of the requested services, and the tasks outlined in the Request for Proposals (RFP), we are well prepared to deliver project success. Key success factors for this project are highlighted in the following pages.

Experts in Project Construction

The Ridgewater/Stantec Team has completed multiple projects focused on water quality improvement, often as a design-build partnership (Ridgewater builds, Stantec designs). This brings a unique perspective to an engineering design – we are collaborating with a team member experienced in successfully executing construction of these projects. Our design-build partner is also a qualified designer, holding certifications in the industry standards for hydro-morphology, geomorphology, and natural channel design.



Ridgewater has executed successful projects across Kentucky, Ohio, and Tennessee for almost 20 years. For the past decade, the Ridgewater/Stantec design-build team has completed nearly 30 projects in Fayette County.

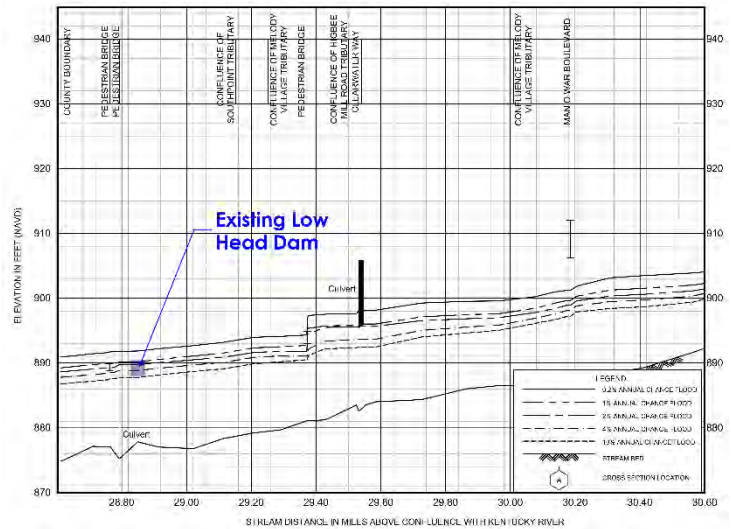
Hydrologic & Hydraulic Analyses

Understanding West Hickman Creek’s hydraulics is critical to the development of the project in that it forms the basis of design. Accurate calculations of potential instream discharges have a direct impact on the construction capital cost and stability of the completed project. Every member of our Project Team understands the importance of hydrologic and hydraulic analyses – we have identified the following success factors to achieve successful project performance:

Design Criteria: We will utilize the LFUCG Stormwater Manual and the 24-hour storm events identified in the RFP (10-year, 25-year, and 100-year). Other applicable design guidance will be obtained from other sources (e.g., US Army Corps of Engineers, US Bureau of Land Reclamation, etc.).

Recreational Use: We will collaborate with LFUCG and other key stakeholders to establish design criteria that best provides recreational access, such as future permanent pool elevation upstream of the removed low head dam, location of access pathways, and educational components.

Existing Floodplain: The proposed project is located within floodplain areas regulated by the US Federal Emergency Management Agency (FEMA). Design of proposed instream features will consider information from the effective FEMA floodplains, including floodway geometry (width and cross-section), predicted discharge rates/velocities, and limits of the special flood hazard area (surface area). These will be obtained from the FEMA Map Service Center (MSC).



Coordination with FEMA has been identified as a critical success factor. Our team has completed CLOMR, LOMR, and No-Rise Certifications in the past.

Subsurface Data Collection

Stantec understands subsurface data collection – we offer geotechnical drilling services from our Lexington-based operations housing eight drill crews, 22 drill rigs, and a USACE validated soil and rock testing laboratory. We also understand how to best-fit data collection to the project – we will complete subsurface data collection with a simpler, but better value for the proposed project, “test-pit” approach. We have advanced countless test pits and completed sub-surface evaluations, often with Ridgewater operating the machinery.



Ridgewater & Stantec advancing a test pit at the Lexmark Rainwater Harvesting System project in Lexington, KY.

Successful Environmental Permitting

Permitting has been identified by our team as a potential risk to this project, as permitting requirements could dictate lengthy delays. Additional costs could include permit review fees and extensive environmental field assessments (if requested by regulatory agencies). Our Project Team can mitigate this risk and we understand that successfully obtaining these permits hinges upon early and frequent communication with the regulators. If required by the regulators, we can utilize Stantec's robust environmental services team to complete field data collection.

Permitting Success

Our team has learned a key success factor for permitting approval: pre-application consultation with multiple agencies (USACE, KDOW, KY SHPO) to obtain feedback and clear regulatory requirements for the project.

Public Education

Every LFUCG Stormwater Quality Projects Incentive Grant completed by the Stantec team has included educational signage. Stantec's graphic designers are experts on presenting completed projects in public-facing package, balancing technical content in an easy-to-understand (and attractive) display. This is a service where we often use non-traditional tools, such as aerial photography, to best capture and describe the completed project.

University of Kentucky
Alumni Drive Stream Restoration Project
 Enhancing Education - Protecting Water Quality - Minimizing Maintenance

Streams are influenced by the land through which they flow. What happens in a stream's watershed affects its shape, water quality, and what lives in it. When a watershed is developed, the addition of impervious surfaces such as roads, buildings, and parking lots prevents stormwater from soaking into the ground. Instead, stormwater travels as runoff over the land where it can pick up pollutants. Streams that receive this runoff can have eroded streambanks, degraded water quality, and poor habitat quality. Stream restoration, as was done here, is a way of healing a stream. This project created rich hands-on learning opportunities for the campus and community while improving maintenance conditions by eliminating the need for mowing equipment to access wet areas.

Outdoor Learning
 Outdoor learning spaces or classrooms are places where students can learn about the natural and human-created worlds while in an outdoor or natural setting. In these spaces, instructors can use engaging, hands-on curriculum to lead students through lessons and encourage exploration. While often utilized for natural and physical sciences and agricultural studies, outdoor learning spaces are useful for teaching of subjects or content areas including mathematics, social sciences, communication, and art and creativity. Outdoor learning spaces help students connect theory to application.

Buffer Basics
 Riparian or streamside buffers are a great way to reduce the impacts of urbanization on streams. Buffers are transitional areas linking adjacent lands to aquatic environments like streams, rivers, ponds, and lakes. Healthy buffers are diverse with many types of plant communities that include trees, shrubs, and herbaceous species. The different vegetation types provide different benefits. Grasses are effective at filtering sediment from runoff while trees help improve aquatic habitat through water temperature regulation and introduction of leaves, twigs, and small logs that serve as food and shelter sources. Healthy buffers provide many ecosystem services such as nutrient cycling, water storage, and wildlife habitat.

Multiple Stream Types
 Stream restoration is the re-establishment of the structure and function of a degraded stream as closely as possible to pre-disturbance conditions. Each stream restoration project has its own unique characteristics, but most share the same main components such as reconnecting the stream to its floodplain and using native vegetation to create a buffer zone around the stream. This project uses three different stream types based on other projects in Kentucky, to show learners different design techniques without leaving campus. The uppermost portion of each stream type is denoted by a woodchip walking path that crosses the stream.

Trees as Infrastructure
 Trees are a cost-effective means of reducing stormwater runoff. A tree's branches and leaves form its canopy which intercepts rainfall (hundreds to thousands of gallons annually depending on the tree). This captured rain evaporates to the atmosphere or falls to the ground. On the ground, it soaks into the soil or becomes runoff. Once in the soil, rainfall is available for uptake by the tree's root system where it is subsequently transpired back to the atmosphere. Trees also provide many other ecosystem services that benefit humans, including improvements in air quality, carbon sequestration, biodiversity, microclimate regulation, noise attenuation, reduction, human health, and property values. Trees were planted along the stream and in the median as part of this project.

Bioswale
 Bioswales are often thought of as elongated rain gardens. These structures consist of shallow, wide, low-sloped channels, which are lined with vegetation and/or rock. The underlying soil is amended to encourage infiltration and promote plant growth. Runoff from small storms is often absorbed completely while flow from larger storms is conveyed to surface waters or storm sewers. Bioswales are ideal for use alongside roadways or within parking medians, in lieu of pipes or drainage ditches, because they encourage infiltration by slowing down runoff and improve water quality by filtering out pollutants.

LEXINGTON
 Funded in part by the LFUCG Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program

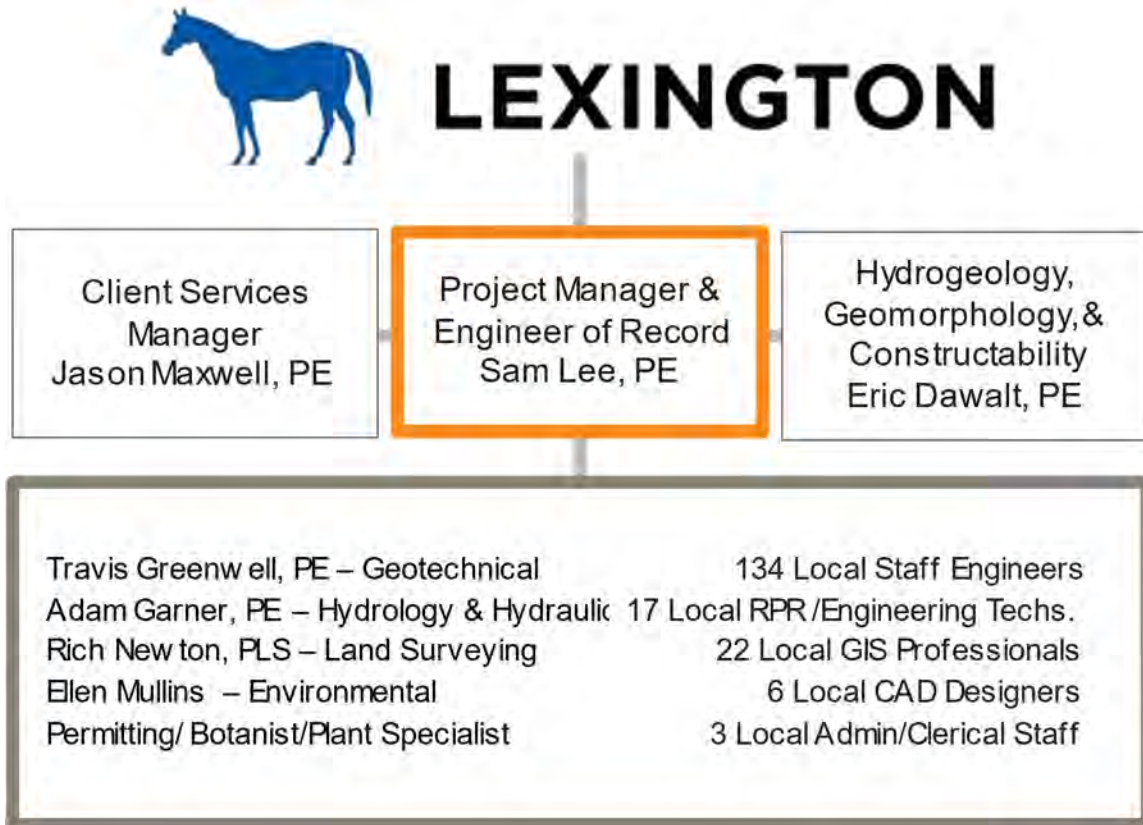
To learn more about UK's Stormwater Program visit: <https://www.uky.edu/en/stormwater>

University Partners on this project included UK Grounds, the College of Agriculture Food and Environment, the UK Environmental Management Department, UK Sustainability, and Capital Projects Management.

Example Educational Sign (from the LFUCG Stormwater Quality Projects Incentive Grant Program –the University of Kentucky Alumni Drive Stream Restoration)

Project Team

Stantec has a deep bench of resources available to LFUCG for this project. The organization chart below identifies our project team. Resumes are included on the following pages describing their experience, qualifications, and a selection of project descriptions for similar efforts completed in the past ten years.



- 1) *Ridgewater, with Eric Dawalt as the project manager, has completed three (3) low head dam removals in the region with Stantec as the design engineering firm.*
- 2) *Vision has extensive experience surveying within the Lexington area. Rich Newton has surveyed and provided deliverables for over 30 years, including previous experience with West Hickman Creek.*

Jason Maxwell PE



PROJECT ROLE:

Client Services Manager

YEARS OF EXPERIENCE:

17

EDUCATION:

BS, Bioenvironmental Engineering

University of Kentucky

Lexington, KY

MS, Bioenvironmental
Engineering

University of Kentucky

Lexington, KY

REGISTRATIONS:

Professional Engineer - IN, KY,

OH, TX

With over 17 years of experience, Jason Maxwell is a proven leader in the management, design and analysis of water resources and civil engineering projects. He has served in program and project management roles ranging from minimal financial impacts to millions in capital costs. His technical skills include engineering design of municipal infrastructure, sanitary sewer evaluation surveys and I/I programs, water quality/stream enhancement projects, and capital planning projects. He has experience in a variety of commercial hydrologic and hydraulic models, including work on thousands of miles of hydrologic and hydraulic riverine analyses.

PROJECT EXPERIENCE

Hopkinsville Flood Control Structure & Storage Basin Design | City of Hopkinsville | Hopkinsville, KY | Project Manager

Project Manager for a flood control structure and flood storage basin along the South Fork Little River in Hopkinsville, KY. The flood control structure is an approximate 1,450 LF length by 50-foot wide, up to 29-foot-tall earthen fill structure with a labyrinth weir spillway, that controls normal flow conditions by way of an open bottom culvert. The completed flood control structure will reduce downstream flooding to the various residences and commercial properties within the City of Hopkinsville.

Components of the project include unsteady H&H modeling, dam breach analysis, Section 401/404 USACE/KDOW Water Quality Certification, and KDOW stream construction permitting and dam safety permitting for a high-hazard classification structure.

Hawkins Steel Basin Stream Improvements | City of Elizabethtown | Elizabethtown, KY | Project Manager

Project Manager for a stream improvement and sanitary sewer design project located in Elizabethtown, KY. The scope of this project was to assess the current conditions of the stream using field survey information and incorporating into HEC-HMS and HEC-RAS steady and unsteady state hydrologic and hydraulic (H&H) modeling. Jason completed for preparation and submittal of a Section 401/404 Permit Application to the USACE and KDOW for the construction activities for three CON/SPAN Bridge Unit designs encompassing over 3,000 linear feet of stream, roadway and intersection design, utility relocations and replacement, and abandonment and relocation of approximately 1,000 linear feet of sanitary sewer pipe and manhole structures.

Stormwater Evaluation & Design | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY | Project Manager

Project Manager for Stantec's multi-year Stormwater Indefinite Service Contract with LFUCG. Specific project tasks include field investigations and inventories, public outreach with affected residents, hydrologic and hydraulic modeling, evaluation of flood mitigation alternatives, detailed design, permitting, easement preparation, and development of capital cost opinions.

Sam Lee PE



PROJECT ROLE:

Project Manager & Engineer of Record

YEARS OF EXPERIENCE:

12

EDUCATION:

BS, Civil Engineering (2010)
University of Kentucky
Lexington, KY

MS, Civil Engineering (2012)

University of Kentucky
Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Sam Lee is a Project Manager in Stantec's Lexington, Kentucky office with 12 years of experience in the analysis and design of hydraulic and hydrologic structures, site design, and urban stormwater best management practices (BMP) design. His project background includes civil site design and environmental permitting for a variety of municipal drinking water, sanitary sewer, and urban stormwater green infrastructure projects. He has experience leading engineering design and analysis for stormwater quality improvement projects, including almost thirty in Fayette County and an additional twenty in Kentucky.

PROJECT EXPERIENCE

Gayle Drive Streambank Stabilization and Sanitary Sewer Line Protection | LFUCG Division of Environmental Services | Lexington, KY | Project Manager/Engineer of Record

Project Manager/Engineer of Record for the design and construction of a streambank stabilization on an unnamed tributary of North Elkhorn Creek. The project included stabilizing approximately 500 LF of urban stream impacted by high erosive velocities, resulting in almost 12-foot vertical

bank losses. If left unchecked, the erosion could have destabilized the existing sanitary infrastructure running parallel to the stream. The team completed a feasibility study recommending placement of a rock-toe – a thick natural rock layer placed over the eroded bank and restored with vegetation. Sam led engineering design, prepared construction drawings, and obtained permits necessary for project completion (including permitting through USACE and KDOW). This project was completed as design-build with Stantec's construction partner, EcoGro.

Furlong Drive Greenway Feasibility Study | LFUCG Division of Environmental Services | Lexington, KY | Project Manager/Engineer of Record

Project Manager/Engineer of Record for a feasibility study to evaluate stormwater quality and stormwater quantity best management practice (BMP) options at the Furlong Drive Greenway. Urban stormwater runoff from the upstream drainage area enters into Cane Run without treatment, resulting in pollution of the stream. To address this issue, Stantec developed conceptual plans and cost opinions for several BMPs including creating a wetland treatment area between the upstream drainage area's outlet and Wolf Run, constructing an offline channel from Wolf Run, and constructing a large stream wetlands complex featuring braided channels, a hyporheic aquifer, and wetlands. Benefits, drawbacks, construction costs, and additional stormwater storage volumes were developed for each BMP.

Eric Dawalt PE



PROJECT ROLE:

Hydrogeology, Geomorphology, & Constructability

YEARS OF EXPERIENCE:

24

EDUCATION:

BS, Animal Science (1994)
University of Kentucky
Lexington, KY

BS, Biosystems and Agricultural Engineering (1996)
University of Kentucky
Lexington, KY

MS, Biosystems and Agricultural Engineering (2000)
University of Kentucky
Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Eric Dawalt is the Owner of Ridgewater, LLC. He is a professional engineer with over 24 years of experience in the design, construction, and monitoring of stream and wetlands restoration projects using natural channel design techniques. Eric worked and trained under Mr. David Rosgen, one of the leading experts in the field of stream restoration. He has collaborated as a research engineer on several cutting-edge projects with Dr. Arthur Parola of the Stream Institute at the University of Louisville Department of Civil Engineering. Some of his recent work involves treating stormwater runoff in streams with passive organic filters, hyporheic zones, and constructed wetlands to improve aquatic habitat. Ridgewater's project profile includes over 98,000 linear feet of restored stream, with a cumulative construction budget of over \$15 million.

PROJECT EXPERIENCE

West Milton Dam Removal and Stillwater River Restoration Project | Village of West Milton | West Milton, OH | Project Manager

Eric served as Project Manager of the Ridgewater Team for this \$750,000 project to remove a dam on the Stillwater River in 2014 for the Village of West Milton. The dam, built in the early 1900's, was failing structurally and was a safety hazard to boaters and swimmers. Eric and the E/R Team removed the dam in phases in order to relocate mussels upstream of the dam. Once the dam was removed, the river was restored by installing riffles, deep pools, and aquatic habitat. The project was designed by Stantec Consulting.

Hatchery Creek Stream Restoration Project | KDFWR | Russell County, KY | Project Manager

Project Manager of the EcoGro/Ridgewater/Stantec Design/Build Team for the design and construction of the \$1.8 million project. The restoration consisted of approximately 6,000 linear feet of new sustainable trout stream located just below the U.S. Fish and Wildlife Wolf Creek National Fish Hatchery. Hatchery Creek is the first sustainable trout stream in the state of Kentucky. Eric coordinated the challenging design and construction phases of the project, working with one state agency (KDFWR) and two federal agencies (USFWS and the US Army Corps of Engineers). The project received the 2017 American Council of Engineering Companies (ACEC) Kentucky Chapter Grand Conceptor Award.

Lexmark Bioretention Basin/ Rainwater Harvest System | Lexmark | Lexington, KY | Project Manager

Eric was the Project Manager for the EcoGro/Ridgewater/Stantec design-build team to design, permit and construct the over one-acre bioretention basin project, that serves as a rainwater harvesting system for Lexmark. The bioretention basin, constructed in the location of an old parking lot, captures stormwater runoff from 37 acres of mostly impervious surface from a newly constructed trucking facility. The project received the 2020 American Council of Engineering Companies (ACEC) Kentucky Chapter Grand Conceptor Award.

Travis

Greenwell PE



PROJECT ROLE:

Geotechnical

YEARS OF EXPERIENCE:

11

EDUCATION:

BS, Civil Engineering (2012)

University of Kentucky

Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Travis is a Geotechnical Engineer with experience in the evaluation and analysis of various infrastructure, and the design and construction of civil engineering projects. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and performing slope stability and seepage analyses. Travis is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. He is well-versed in construction means and methods as well as implementing quality control (QC) and quality management plans (QMP). He has experience with foundation improvement theories, technologies, and methods of implementation. Travis has experience with various slope stability and drafting software, including GeoStudio and AutoCAD.

PROJECT EXPERIENCE

**Locks 2 and 3 Upper Guide Wall Repairs | Lockport and
Pleasureville, KY | Project Engineer**

Travis provided engineering services including design, permitting support, bid phase assistance, and engineering during construction services for the planned renovation of Locks 2 and 3 on the Kentucky River. Travis was responsible for the development of General and Supplementary Conditions and Technical Specifications along with the engineer's estimated construction cost opinion. He also assisted with development of the construction drawings and bid support services for the duration of the project.

Green River Lock and Dam No. 3 Renovation | Rochester, KY | Project Engineer

Travis was the Project Engineer for the planned renovation of Green River's Lock and Dam No. 3, supporting design and permitting, and providing bid phase assistance and engineering services during construction. The design facilitated in-the-wet construction methods, with localized dewatering for certain elements. The design also included a sheet pile wall and grout bags to reduce leakage through the dam and provide a consistent crest elevation, several reinforced concrete weirs and a bulkhead wall to secure the pool at high-risk areas along the water barrier, and many public safety improvements such as signage and security cabling along the lock walls.

Travis was also responsible for the development of General Conditions and Technical Specifications. He assisted with development of construction drawings and construction cost opinion for the renovation. During construction, he performed resident CQA observation tasks for the dewatering of the existing lock chamber and construction of the concrete bulkhead wall.

Adam
Garner PE



PROJECT ROLE:

Hydrology & Hydraulics

YEARS OF EXPERIENCE:

6

EDUCATION:

BS, Biosystems Engineering
(2015)

University of Kentucky
Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Adam is a Civil Engineer with more than six years' experience with water resources and site/civil projects which include design, H&H modeling, infrastructure condition assessment, field oversight, and flow monitoring. He has in-depth knowledge with software applications such as PCSWMM, HEC-RAS, HEC-HMS, ArcGIS, AutoCAD Civil 3D, and Stantec's proprietary flow monitoring software.

PROJECT EXPERIENCE

Water Quality Incentive Grant Projects | Lexington-Fayette Urban County Government (LFUCG) | Lexington, Kentucky | Design Engineer, 2018 to present

Adam served as project and design engineer for multiple projects within Lexington, KY. Tasks included development of front-end documents, including technical specifications, KYTC and EEC permitting, opinion of probable construction cost (OPCC), and plan/profile drawings. Performed hydrologic and hydraulic calculations and analysis for various applications using PC-SWMM, ArcGIS, and other hydraulic software applications and

spreadsheets. Developed project deliverables and design drawings as part of finalization and issuance for construction. Projects worked on in Lexington included Wilson Downing Improvements, Alumni Drive Stream Restoration, Woodfield Detention Pond, Clemens Heights, and Gayle Drive Improvements.

Riverine Hydraulics Projects | Various Municipal, Power, and Federal Clients | Project Engineer, 2019 to present

Engineer and designer for numerous clients' riverine hydraulics projects. Performed multiple analyses for navigable and named waterways, from watershed delineation and regression analysis to unsteady modeling simulations of entire reaches. Software applications included ArcGIS, WinTR-55, PC-SWMM, HEC-HMS, and HEC-RAS. HEC-RAS modeling included implementation of HEC-HMS data and both steady and unsteady simulations. Projects also included development of runoff parameters, comparison and calibration of elevations and discharges to historical data, and inundation limits. Projects worked on included Ecorse Creek in Michigan, Washington County streams in New York, and Masterson Station Drive in Lexington, KY.

Stormwater Indefinite Services | LFUCG | Lexington, Kentucky | Project Engineer, 2018 to present

Designed and engineered feasible solutions to stormwater issues within the city of Lexington, KY as part of the indefinite services contract with LFUCG. Gathered existing infrastructure data and analyzed existing and as-built modeling results. Developed subbasins and catchments for the scoped areas of concern and produced rating curves for storages and outfalls. Input data along with the base GIS data included digital elevation models (DEMs), impervious land use, and NRCS soil data. Analyzed alternative solutions and utilized survey to identify areas of conflict. Projects included Woodhill Drive and Peachtree Road trunk sewer, and detention basin and outfall structure improvements at Kearney Ridge and Beaumont Woods.

Rich Newton PLS



PROJECT ROLE:
Land Surveying

YEARS OF EXPERIENCE:
30

EDUCATION:
BS, Environmental
Science/Ecology
Morehead State University
Morehead, KY

REGISTRATIONS:
KY Professional Land Surveyor

Rich Newton has more than 30 years of experience in engineering / survey projects. He is responsible for overseeing Vision Engineering's survey department and coordinating with the design team. Typical projects Rich completed include ALTA, boundary, legal description, final record plats, and easement acquisition. He uses conventional data acquisition systems as well as global positioning system (GPS) technology.

PROJECT EXPERIENCE

West Hickman Trunk B (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY

Rich performed detailed surveyed of approximately 3,900 linear feet of corridor, including completion of utility location, easement exhibits and legal descriptions, construction staking, and as-built survey.

West Hickman Trunk C (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY

Rich performed detailed surveyed of approximately 3,700 linear feet of corridor, including completion of utility location, easement exhibits and legal descriptions, construction staking, and as-built survey.

Newtown Pike Sanitary Sewer-Expansion Area 3A Gravity Line (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY

In addition to approximately 700 linear feet of detailed survey along the gravity line, Rich provided LFUCG with legal documents and exhibits for this expansion in a rapidly growing area of Lexington.

Lansdowne Sanitary Sewer (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY

Rich was the primary surveyor and data collector for the survey of approximately 4,500 linear feet of corridor. The project included pertinent existing feature identification and infrastructure location.

Lexington Watershed Creek Survey (FEMA Appendix M Requirements)

Rich led a survey team and performed survey of numerous named and/or studied waterways around Lexington. Streams included: East Hickman, West Hickman, East Hickman, Town Branch, North Elkhorn, I-75 and I-75 East Tributary, portions of Cane Run Tributary, Pleasant Ridge Tributary, Two Ponds Tributary, Brighton Tributary, Iron Works Tributary, Pipeline Tributary, Quarry Tributary, Radio Tower Tributary, portions of South Elkhorn, Stonewall Tributary, David Fork, Johnson Road Tributary, Shannon Run Tributary, Walnut Hill Church Tributary, Boone Creek Tributary, Jones Creek Tributary, Manchester Branch, Shelby Branch, Mary Reynolds Tributary, I-64 Tributary, Dixie Tributary, Bryant Road Tributary, Waveland Museum Tributary, Baughman Fork, and Todd's Road Tributary. The total survey covered approximately 130 miles of limited and detailed flood study.

Ellen Mullins



PROJECT ROLE:

Environmental Permitting,
Botanist, & Plant Specialist

YEARS OF EXPERIENCE:

13

EDUCATION:

BS, Forestry (2011)
University of Kentucky
Lexington, KY

MS, Forestry (2015)
Mississippi State University
Starkville, MS

Non-Degree Graduate Student
Eastern Kentucky University
Richmond, KY (2014)

REGISTRATIONS:

KY Professional Engineer

With a master's degree in Forestry and an additional 13 years of experience as an environmental technical expert and project manager, Ellen is a strong asset to the Project Team. Her roles as both regulator and applicant here in Kentucky is well-suited for the habitat evaluation and permitting needs of this project. As detailed below, she is experienced with dam removal, stream restoration, riffle construction, and compliance monitoring in Kentucky.

PROJECT EXPERIENCE

Environmental Project Manager | Stantec Consulting Services, Inc. | 2023-current

Ellen was the environmental permitting expert providing NEPA support and state certification. She provides technical leadership in managing, coordinating, and reviewing technical documents that support regulatory submissions.

Environmental Scientist | EEC DEP Kentucky Division of Water, Water Quality Certification Section | 2019-2023

Ellen was a KDOW Section Lead and technical scientific advisor for the §401 Water Quality Certification (WQC) program evaluating certification applications for compliance with existing state and federal regulations. She conducted compliance, monitoring, and pre-certification site visits of

proposed and on-going activities as well as evaluated incidental compliance/ Notice of Violations (NOV). Effectively communicated with the public and internal staff about review processes and submittal timelines. Actively managed 56 compliance monitoring projects that required annual report submittals. Several projects were focused in the Fayette County area, including Cross Keys Park Restoration, Coldstream/Cane Run Restoration & Adjacent Bank Stabilization Project, and monitoring/final release of Vaughns Branch Restoration on Picadome Golf Course. Other relevant projects include stream restoration and riffle construction for Romanza Johnson Park, USACE's Barren River Lock & Dam No. 1 removal, and USACE's Green River Lock & Dam No. 5 removal, all in Barren County, KY.

Environmental Biologist | Kentucky Transportation Cabinet – Division Environmental Analysis | 2013-2019

Endangered Species Act, Section 7 Subject Matter Expert at the Kentucky Transportation Cabinet. Tasked with review and coordination for every KYTC project in Districts 3, 5, and 10 (across a quarter of the state). Also covered District 1 for an extended period. Assisted KYTC's Office of Local Programs (OLP) in providing Section 7 review and clearances for Local Public Agency (LPA) transportation projects.

Served as Lead for the creation of the KYTC Pollinator Conservation Strategy and was integral in updating the KYTC Spec Book to introduce a new pollinator seed mix option and to remove *Sericea lespedeza* from use in the seed mix options listed in 2019 KY Standard Specifications Handbook.

2. Capacity of Project Team

The Stantec community unites approximately 26,000 employees working in over 400 locations across six continents. Stantec's Lexington-based team of 259 employees has continuously partnered with Lexington-Fayette Urban County Government (LFUCG) many times over the past two decades. Our engineers, planners and scientists provide professional design and consulting services in water, wastewater, stormwater, green infrastructure, and environmental sciences for public, private, and federal clients.

As a recognized expert in the industry, Stantec has provided leadership in the planning, design, and construction management of countless dam removal and stream restoration projects. Our ideal combination of experience and local know-how verifies we are aware of local challenges and can access local resources to solve them. You will benefit from our well-rounded and integrated team that operates seamlessly to meet challenges and create solutions. We're committed to delivering custom solutions that best meet your schedule, budget, and, most importantly, your goals for restoring West Hickman Creek.



With more than 250 staff in Lexington, and a total of 1,000+ in the offices marked on the map above, we have more than enough capacity and resources in the region to deliver your project.

Dedicated Personnel

Due to the short project duration, the risk presented by loss of key personnel is small, but possible. Stantec incorporates succession planning into our annual employee performance review discussions. Our deep bench of local professionals combined with Stantec's vast resources worldwide will allow us to smoothly backfill positions without schedule impacts should we lose any of the key individuals identified in the organizational chart.

While succession planning is important, we work hard to promote a culture where good people stick around. Stantec's office boast an annual voluntary turnover rate lower than the national average for comparable engineering firms, in fact:

- Our Client Services Manager, Jason Maxwell, has spent his entire career with Stantec (17 years).
- Project Manager Sam Lee is completing his 8th year with Stantec.
- We've maintained an office in Lexington since 1966.

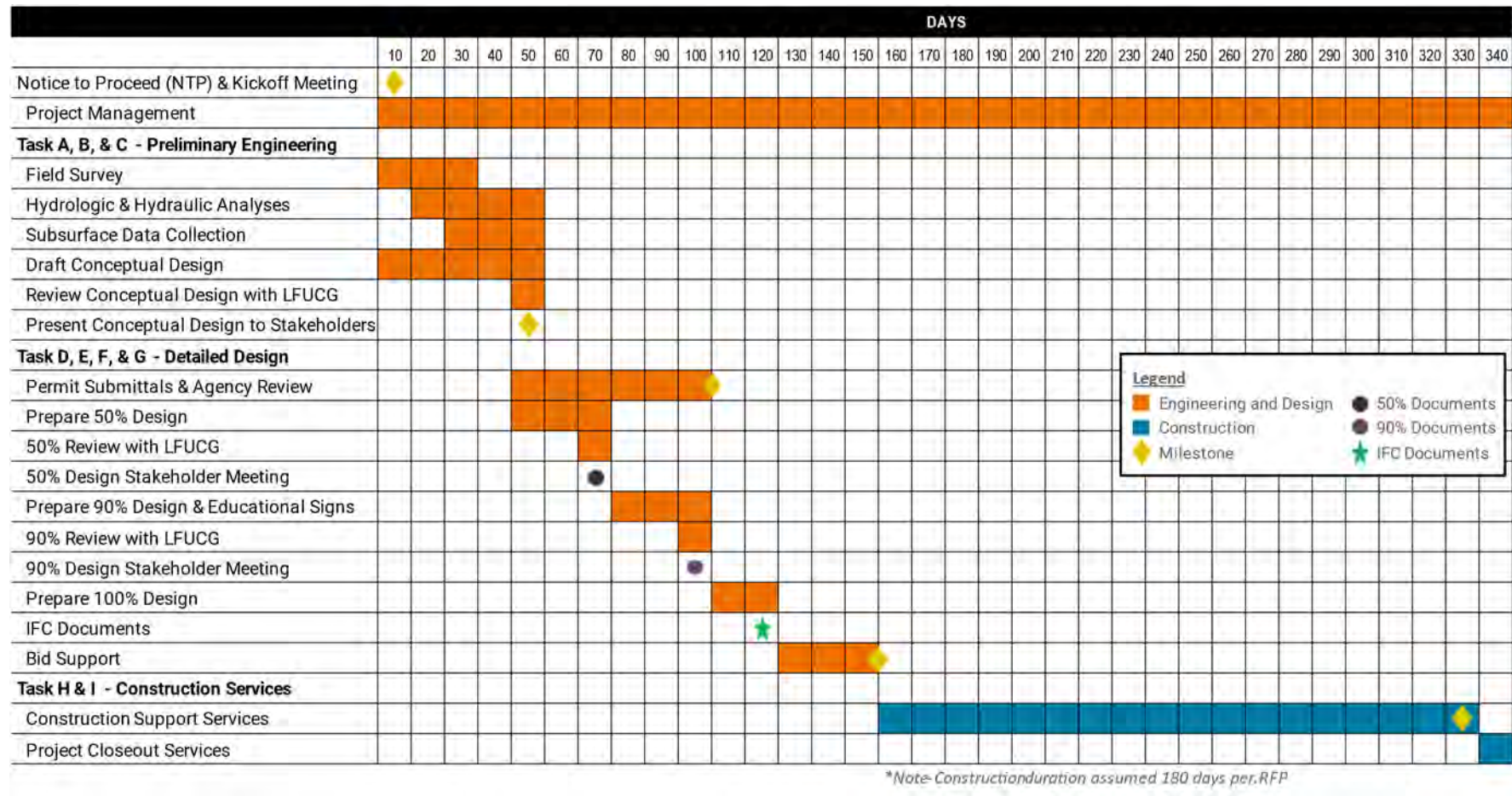
Project Success

We have included three similar projects successfully completed by the proposed project team members in Section 3.

Schedule

Our Team has confirmed their capacity to meet your project schedule highlighted below. To meet this schedule, you need a team that:

- Has the experience to hit the ground running.
- Can communicate with permitting agencies and stakeholders.
- Identified and mitigates hurdles, such as permits, before they impact the schedule.



3. Past Record and Performance

Our Team has a successful track record working together and completing projects similar to those identified in your RFP. This first-hand experience, along with the chemistry that the Team has built up over the years, will be unmatched when the work begins and will contribute to the success of the project. To aid in your evaluation, look through the matrix below. It compares the key elements in your scope of services to our reference projects detailed on the subsequent pages.

KEY SERVICES	LFUCG GREENWAYS	LFUCG INCENTIVE GRANTS	WEST MILTON DAM REMOVAL
Low Head Dam Removal	■		■
Ridgewater/Stantec Partnership	■	■	■
Stream Restoration/Habitat Creation	■	■	■
Environmental Permitting Considerations	■	■	■
Educational Components	■	■	■
Geotechnical Design	■	■	■
Preliminary and Detailed Hydraulic Design	■	■	■
Preparation of Bidding and Contract Documents	■	■	■
Cost Estimating	■	■	■
Bid/Construction Phase Support	■	■	■

Past Record of Performance with LFUCG

Past performance is where the proverbial rubber meets the road. Fancy adjectives and unverified tales of successes in other communities cannot replace first-hand experience with a prospective consultant, especially if it is on a project of similar nature. First-hand experience provides a filter with which to truly evaluate the consultant's performance after the courtship was over and the work began.

Fortunately, our Team provides you with an unequivocal measure of our past performance through our work on three programs with LFUCG in improving the Lexington community: the Greenways Program, the Water Quality Incentive Grant Projects, and the Stormwater Indefinite Services. Our performance on those projects can be readily used to forecast our anticipated performance on the improvements to West Hickman Creek and Veterans Park. The table below provides an overview of our past performance on these three projects to aid in your evaluation. Think of it as a walk down memory lane.

PROJECT NAME	BUDGET PERFORMANCE	SCHEDULE PERFORMANCE
Various Greenways Projects	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion. • Schedule efficiency greatly improved with Project Team familiarity and consistent communication.
Water Quality Incentive Grants	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion.
Stormwater Indefinite Services	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • Maintained client's budget over a timespan of numerous years. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion.



Relevance:

Solutions for eroding streambanks, habitat creation, 401/404 permitting, and environmental remediation.

Project Team:

Ridgewater & Stantec

Project Location:

Fayette County, KY

Various LFUCG Greenways Projects

The Project Team has a long-standing relationship with LFUCG’s Division of Environmental Services (DES) to complete stream-focused improvements along the City’s Greenways. The Project Team completed the project elements necessary to construct the projects: feasibility studies to evaluate potential options, completing design calculations and construction drawings, and successful construction execution (completed by Ridgewater).

Gayle Drive Streambank Stabilization: The Eastland Park Tributary to North Elkhorn Creek was experiencing severe erosion and loss of bank. If unimproved, the erosion could have destabilized the existing sanitary sewer infrastructure running adjacent to the stream. Streambank losses also encroached on an adjacent property, raising serious safety concerns as the homeowner’s yard was slowly eroding over time. This Project successfully stabilized approximately 600 linear feet of streambank along the Eastland Park Tributary.

Furlong Drive Greenway: The Furlong Drive Greenway is the result of property acquisition of an area often impacted by flooding. Wolf Run Creek is constricted by the Beacon Hill Road bridge, inundating the approximately 3-acre Greenway area. The Project Team completed a robust feasibility study focused on balancing water quality improvements, large flood event attenuation, and public access.

Veterans Park Low Head Dam: West Hickman Creek has completely bypassed an existing low head dam near Veterans Park. The stream’s flowline has migrated nearly 60 feet east, eroding and undercutting the Creek’s left descending bank. This presents considerable water quality concerns (mobilizing sediment to be deposited downstream) and public access (safety issues with park visitors walking on undercut and eroded stream banks). Stantec and Ridgewater completed a feasibility study to remove this low head dam, stabilize eroded banks, and improve stream access.

PROJECT TAKE-AWAYS Karst will change the project execution – a nearly 10-foot deep fracture in the bedrock was discovered during construction of the Gayle Drive streambank stabilization. Ridgewater filled-in the fracture with coarse material during construction.



Relevance:

Aquatic habitat improvement, stream restoration and feature removal, riparian buffer, environmental mitigation

Project Team:

Ridgewater & Stantec

Project Location:

Lexington, KY

Water Quality Incentive Grant Projects

Stantec has partnered with Ridgewater to successfully complete nearly fifteen LFUCG Stormwater Quality Projects Incentive Grant Program projects, with several more projects scheduled in 2023. These projects have focused on preparing feasibility studies, performing detailed design, and constructing urban stormwater Best Management Practices (BMPs) throughout Fayette County, Kentucky.

Grant awards through the program are based upon improving water quality, flooding, stormwater education and outreach, and improving associated habitat with stormwater runoff and waterway infrastructure. A sampling of our projects completed include:

- **Kentucky American Water Richmond Road Station** – approximately 1,000 linear feet of stream restoration and prevention of sedimentation in the below reservoir.
- **University of Kentucky Streams:** restoration of approximately 600 linear feet of streams on campus using multiple restoration techniques, including the Alumni Drive Stream restoration.
- **Lexmark:** feasibility study across the entire campus, design of a rainwater harvesting system, and in-stream trash collection prototype constructed.
- **Greyline Station:** design and construction of a rainwater harvesting system and stormwater BMPs at a renewed community market.
- **Woodfield Neighborhood Association Bank Stabilization:** restoration, plantings, rock-toe protection, and outlet structure improvements at the retention pond along Tates Creek Road.
- **Fayette County Public Schools:** systemwide feasibility study and assessment of schoolgrounds for prioritization and implementation of stormwater BMPs.

PROJECT TAKE-AWAYS Every project has its own unique demands, considerations, and issues to design and build around. Understanding the solution requires consistent communication and collaboration amongst parties.



Relevance:

Low head dam removal, 401/404 and environmental permitting, stream improvements, preparation of construction documents

Project Team:

Ridgewater & Stantec

Project Location:

West Milton, OH

West Milton Dam Removal and River Improvements

The Stillwater River in Ohio is designated as a scenic river as part of the river preservation movement beginning in 1968. Unfortunately, the 13-foot tall and 3,050-foot long West Milton dam was impounding 11,600 feet of the river and impairing the aquatic macroinvertebrate environment. The dam also restricted passage of other aquatic species as well as human navigation. The Ohio Environmental Protection Agency (OEPA) concluded the low-head structure was deficient and needed repairs to meet dam safety standards. When the OEPA recommended removal, the Village of West Milton agreed and hired Stantec to design the project.

Stantec assisted with project pre-planning, conducting the field studies necessary to begin design, and attaining regulatory approvals. These included topographic, geomorphic, bathymetric, aquatic resources, mussel, rare plant, and archaeological/historical surveys.

Stantec and Ridgewater then completed a phased design for removal of the dam, prepared Section 404 and Section 401 Clean Water Act permits, and coordinated with USFWS and Ohio SHPO to receive the required approvals.

Ridgewater was hired to provide the demolition and construction services. A constructed riffle was installed in place of the dam, which provided grade control and created aquatic habitat. Other in-stream structures included boulder and wood toes. Current monitoring of the river post-removal indicates the system is making a speedy recovery after a century of impoundment.

PROJECT TAKE-AWAYS A phased and cohesive approach to dam removal will result in minimal disturbance to the waterway, as well as an expedited demolition and construction schedule.

Client References

We take pride in the value and level of service we provide our clients and the communities we serve. But don't take our word for it, we encourage you to reach out to our clients. They will give you a first-hand assessment of our performance and quality of our work from an owner's perspective. The table below includes client contact information for many of the projects presented in our proposal.

CLIENT	CONTACT INFORMATION	PROJECT NAME(S)*
Lexington-Fayette Urban County Government (LFUCG)	Demetria Kimball Mehlhorn Program Manager Sr. – Division of Environmental Services (859) 425-2554 dkimball@lexingtonky.gov	<ul style="list-style-type: none"> • LFUCG Greenways Program
	Frank H. Mabson Jr. Program Manager Sr. – f Division of Water Quality (859) 367-4942 fmabson@lexingtonky.gov	<ul style="list-style-type: none"> • LFUCG Stormwater Quality Projects Incentive Grant Program
	Charles Martin, PE Director – Division of Water Quality (859) 425-2455 chmartin@lexingtonky.gov	<ul style="list-style-type: none"> • Sanitary Sewer Assessments, System Capacity Assurance Consultant, and Remedial Measures Plan Development • Watershed Team 4 Wastewater Design
	Greg Lubeck, PE Deputy Director – Division of Water Quality (859) 258-3448 glubeck@lexingtonky.gov	<ul style="list-style-type: none"> • Stormwater Indefinite Services Program
Village of West Milton, OH	Matthew Kline City Manager – City of West Milton (937) 698-1500 hall@westmiltonohio.gov	<ul style="list-style-type: none"> • Village of West Milton Low Head Dam Removal (joint-funded project with Ohio River Foundation)
Ohio River Foundation	Rich Cogen Executive Director – Ohio River Foundation (513)-460-3365 rcogen@ohioriverfdn.org	<ul style="list-style-type: none"> • Village of West Milton Low Head Dam Removal • Various Low Head Dam Removal Projects

**Projects in Bold are included in our Similar Project Profiles.*

4. Local Employment

We will execute work on this contract from our Lexington office, which is staffed with more than 250 professionals. The table below note the locations of the named individuals in our Organizational Chart presented in Section 3 and information about each firm's local office. Our Project Team is located in (or near) Lexington. That means that LFUCG will benefit from:

- Ready access to our key team members.
- An engineering team with a solid understanding of Lexington's streams, your technical requirements, and has establish positive working relationships with LFUCG staff.
- A trusted partner with a vested interest in this project. We are eager to complete detailed design of a project we've dreamed upon since our Feasibility Study was completed in 2020. We live and work here too and want to help you deliver a successful outcome!



Stantec's Lexington office at 3052 Beaumont Centre Circle

INDIVIDUAL	ROLE ON PROJECT	FIRM	LOCATION
Jason Maxwell, PE	Client Services Manager	Stantec	Lexington, KY
Sam Lee, PE	Project Manager	Stantec	Lexington, KY
Eric Dawalt, PE	Hydrogeology, Geomorphology, & Constructability	Ridgewater	Winchester, KY
Travis Greenwell, PE	Geotechnical	Stantec	Lexington, KY
Adam Garner, PE	Hydrology & Hydraulics	Stantec	Lexington, KY
Rich Newton, PLS	Land Surveying	Vision*	Lexington, KY
Ellen Mullins	Environmental Permitting, Botanist/Plant Specialist	Stantec	Lexington, KY

** Vision Engineering will be our Minority Business Enterprise partner for this project.*

5. Estimated Cost of Services

We agree with the USDA Rural Development Utility Program Fee Guide as shown in the Fee Table below.

Task	Fee (Lump Sum)
Task A – Project Kick-Off & Data Collection	\$ 2,016.00
Task B – Existing Conditions	\$ 22,624.00
Task C – Conceptual Design	\$ 5,437.00
Task D – Design & Construction Documents	\$ 35,239.00
Task E – Permitting ¹	\$ 16,084.00
Task F – Meetings	\$ 15,250.00
Task G – Public Education	\$ 2,362.00
Task H – Bidding Services	\$ 2,568.00
Task I – Construction Administration	\$ 3,556.00
<i>Additional Public Meeting(s)</i>	<i>\$ 954.00</i>
<i>Number of Geotech Borings Proposed (included in Task B)</i>	<i>6</i>
<i>Cost per Geotech Boring²</i>	<i>\$ 780.00</i>
<i>Cost for FEMA No Rise/CLOMR/LOMR</i>	<i>\$ 25,000</i>

TOTAL DESIGN FEE	\$ 106,090
ASSUMED CONSTRUCTION COST	\$ 1,238,910
DESIGN FEE % CONSTRUCTION COST	8.86 %
TOTAL PROJECT BUDGET	\$ 1,345,000

The following were assumed in this Fee Table:

- 1) Project Permits include the Section 404 Permit of the Clean Water Act (US Army Corps of Engineers), Section 401 Water Quality Certification (Kentucky Division of Water), Section 7 Endangered Species, Section 106 National Historic Preservation Act, KPDES General Permit for Stormwater Discharges, and the LFUCG Floodplain Special Use and Land Disturbance Permit. The Section 404 Permit is assumed to be a nationwide permit (NWP), while the Section 401 is assumed to be an individual permit.
- 2) Subsurface exploration will be completed via test pit soundings to locate underlying bedrock and document investigative findings. No laboratory testing is included.

ATTACHMENTS

Required Forms

Firm Submitting Proposal: Stantec Consulting Services Inc.

Complete Address: 3052 Beaumont Centre Cir., Lexington, KY 40513
Street City Zip

Contact Name: Jason Maxwell Title: Principal

Telephone Number: (859) 333-9716 Fax Number: (859) 422-3100

Email address: jason.maxwell@stantec.com

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

04/28/2023

Date

AFFIDAVIT

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

1. His/her name is Jason Maxwell and he/she is the individual submitting the proposal or is the authorized representative of Stantec Consulting Services 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.

J.C. [Signature]

STATE OF Kentucky

COUNTY OF Fayette

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

by Jason Maxwell on this the 28th day
of April, 2023

My Commission expires: August 25, 2026

Rita W Sartori
NOTARY PUBLIC, STATE AT LARGE
KYNP56324



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

A handwritten signature in blue ink, appearing to read "J. C. Smith", is written over a horizontal line.

Signature

Stantec Consulting Services Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Stantec Consulting Services Inc.

SEE ATTACHED

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

Prepared by: Lori Van Dermark **Date:** 3 / 16 / 23
 Information Team Lead, Marketing **(Name and Title)**

Revised 2015-Dec-15

CO= L357814

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

CONSOLIDATED REPORT

U= L357814

SECTION B - COMPANY IDENTIFICATION

1. STANTEC
61 COMMERCIAL STREET
ROCHESTER, NY 14614

2.a. STANTEC
61 COMMERCIAL STREET
ROCHESTER, NY 14614

c. EIN= 112167170

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 093657427

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330 - Engineering Services

SECTION D - EMPLOYMENT DATA

Table with columns for Job Categories, Hispanic or Latino (Male/Female), Not-Hispanic or Latino (Male/Female), and Overall Totals. Rows include categories like EXECUTIVE/SR OFFICIALS & MGRS, PROFESSIONALS, etc., with corresponding counts.

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: YOLANDA JONES
EMAIL: yolanda.jones@stantec.com
EEO1 REPORT CONTACT PERSON: YOLANDA JONES
EMAIL: yolanda.jones@stantec.com

CERTIFIED DATE [EST]: 5/5/2022 6:34 PM

TITLE: EEO/AA COMPLIANCE AND OUTREACH CONSULTANT
PHONE: 7704922665
TITLE: EEO/AA COMPLIANCE AND OUTREACH CONSULTANT
PHONE: 7704922665




LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 13-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad Hallany 859-559-0516 jhallany@visionengr.com	MBE	Survey	\$10,609	10%
2.				
3.				
4.				

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

Stantec Consulting Services Inc.
Company
04/28/2023
Date

Jason Maxwell 
Company Representative
Principal
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 13-2023

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

Company Name Stantec Consulting Services Inc.	Contact Person Jason Maxwell
Address/Phone/Email 3052 Beaumont Centre Cir., Lexington, KY 40513 (859) 333-9716 jason.maxwell@stantec.com	Bid Package / Bid Date RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150	Jihad Hallany	859-559-0516 jhallany@visionengr.com	4/20/2023	survey	Phone, email	\$10,609	AS	

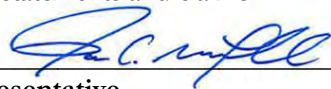
(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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.

Stantec Consulting Services Inc.

Company
 04/28/2023

Date

Jason Maxwell 

Company Representative

Principal

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2023

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stantec Consulting Services Inc.

Company
04/28/2023

Date

Jason Maxwell



Company Representative
Principal

Title

From: [Lee, Samuel \(Lexington\)](#)
To: connie@saltrivereng.com
Cc: [Maxwell, Jason](#)
Subject: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:01:00
Attachments: [Scope Packet \(002\).pdf](#)

Connie – we're responding to this RFP – project includes a low head dam removal and some instream habitat creation along West Hickman Creek in Lexington's Veterans Park. We'd like to get SRE as part of Stantec's team for the LFUCG 3% VOSB goal, possibly with the 401/404 permitting assistance (identify wetlands, floodplains, cultural significance of the low head dam, etc.). Some notes:

- Proposal due Friday 4/21 @2pm
- Competitive submittal with 30% price-based. We wrote the feasibility study for the initial work.
- 100% KIA-grant funded, one of the 1st we've seen through the COVID Recovery Act
- We'd submit permits about 100 days after NTP, about mid August 2023. We'd look for SRE's scope to be done May – August 2023
- Attached the scope

Let me know if you're interested – we'd need a 1-pg resume and some basic firm info (No. employees, office location, year established). My Cell is below

Thanks! - Sam

Sam Lee PE
Senior Water Resources Engineer
859-475-8140
samuel.lee2@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

From: [Connie Allen](#)
To: [Lee, Samuel \(Lexington\)](#)
Cc: [Maxwell, Jason](#)
Subject: Re: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:26:11

Sam,

Thanks for thinking of me, but I haven't any availability this summer—actually likely through the end of the year.

Good luck to you!

On Apr 17, 2023, at 12:02, Lee, Samuel (Lexington)
<Samuel.Lee2@stantec.com> wrote:

<Scope Packet (002).pdf>

Connie Lea Allen, PE, CCM
Salt River Engineering
connie@saltrivereng.com
859-321-1911 cell
859-734-2334 office

Caution: This email originated from outside of Stantec. Please take extra precaution.

Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

From: [Lee, Samuel \(Lexington\)](#)
To: garrett@lone-camel.com
Cc: [Maxwell, Jason](#)
Subject: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:06:00
Attachments: [Scope Packet \(002\).pdf](#)

Garrett – we’re responding to this RFP – project includes a low head dam removal and some instream habitat creation along West Hickman Creek in Lexington’s Veterans Park. We’d like to get Lone Camel as part of Stantec’s team for the LFUCG 3% VOSB goal, possibly with the 401/404 permitting assistance (identify wetlands, floodplains, cultural significance of the low head dam, etc.). Some notes:

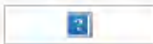
- Proposal due Friday 4/21 @2pm
- Competitive submittal with 30% price-based. We wrote the feasibility study for the initial work.
- 100% KIA-grant funded, one of the 1st we’ve seen through the COVID Recovery Act
- We’d submit permits about 100 days after NTP, about mid August 2023. We’d look for your scope to be done May – August 2023
- Attached the scope

Let me know if you’re interested – we’d need a 1-pg resume and some basic firm info (No. employees, office location, year established). My Cell is below

Thanks! - Sam

Sam Lee PE
Senior Water Resources Engineer
859-475-8140
samuel.lee2@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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



Signature

04/28/2023

Date

