

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 17th, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and _____ (name & address) _____ (CONSULTANT). OWNER intends to proceed with the _____ as described in the attached Exhibit A, “RFP #15-2023 Rural Service Area (RSA) Sanitary Sewer Capability Study.” The services are to include customary civil and sanitary engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" (including any Appendices and Addendums), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #15-2023), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. Time is of the essence in completing the Scope of Services. The **CONSULTANT** shall provide all initial draft work products and final work products in the manner described in the Deliverables section of RFP#15-2023. After the **OWNER'S** detailed review of the 60% draft submittal, the **CONSULTANT** will revise the draft submittal as directed and in a timely fashion. Upon submittal of the 90% draft study, the **OWNER** shall have fifteen (15) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. The **CONSULTANT** will revise the draft submittal as directed with fifteen (15) business days.
- 1.2.5 The **CONSULTANT** must immediately notify the **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" defines the intended project schedule with Exhibit D "Further Description of Basic Engineering Services and Related Matters" providing any amendment to that project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised, in writing by the **OWNER'S** representative, to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within ninety (90) days of the time specified therein, **OWNER** shall have the

option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" (including any Appendices and Addendums), as presented by the **OWNER**, was a defined scope, lump sum task. Exhibit D “Related Matters”, has modified the method of payment to an hourly rate unit price method with a defined not to exceed contract amount for the stated defined scope. Extra Work may be authorized in writing with the **OWNER** issuing a change order for any authorized Extra Work performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Any issued change order shall be in the form of a task order containing the scope of work, fee, and schedule for performance of the work.

5.1.2. For Extra Work Services

- 5.1.2.a** Extra Work task orders shall contain the scope of work, fee, and schedule for performance of the work using the form included in **Exhibit A** "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023".
- 5.1.2.b** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT C** or as amended in accordance with provisions therein.
- 5.1.2.c** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

OWNER. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b.** **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “**OWNER**”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

Coverage

Limits

General Liability
(Insurance Services Office Form CG 00 01)

\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit

Commercial Automobile Liability
(Insurance Services Office Form CA 0001)

combined single,
\$1 million per occurrence

Professional Liability

\$1 million per occurrence, \$2 million aggregate

Worker's Compensation

Statutory

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: *Linda Gorton*
LINDA GORTON, MAYOR

CONSULTANT:

STANTEC CONSULTING SERVICES INC.
(STANTEC)

BY: *Joe Herman*
*JOE HERMAN, PE - SENIOR
PRINCIPAL*

ATTEST:

Mackenzie Stock
URBAN COUNTY COUNCIL CLERK - Deputy
COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Joe Herman*, as the duly authorized representative for and on behalf of *Stantec*, on this the *19* day of *April*, 2023.

My commission expires: *August 25, 2026*.

Rita W Sartori
NOTARY PUBLIC *KYNP56324*



EXHIBIT A

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

RFP# 15-2023



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #15-2023 Sewer Capability Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 22, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 20
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 20

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

Scope of Services RFP #15-2023
Request for Qualifications (RFQ) and Hourly Rates for
Rural Service Area (RSA) Sanitary Sewer Capability Study
Lexington-Fayette Urban County

Background

In 2005, the Lexington-Fayette Urban County Government (LFUCG) authorized work on a Rural Service Area (RSA) Sanitary Sewer Capability Study. The findings of that study were published in February 2006. Soon after, LFUCG began negotiating the compliance obligations of the Consent Decree, so none of the findings of the 2006 study were enacted unless they were later identified and implemented as part of the Consent Decree Sanitary Sewer Remedial Measures Plan (RMP).

Significant changes to the sanitary sewer system layout and operation have occurred since 2006, thus making the 2006 study obsolete. LFUCG is issuing this scope of services with the intent of updating the prior study and amending it in such a way that, while remaining focused on the core areas identified in the prior study, also evaluates new opportunities created by Consent Decree work (past, present and projected).

Goals and Objectives

The primary goal of this study is evaluate sub-drainage areas that are adjacent and contiguous to the existing Urban Service Area and document each area’s viability for future public sanitary sewer service. Viability is to be presented in the context of available sanitary sewer conveyance and treatment capacity and total capital cost of required infrastructure. Public sewer service is defined as service provided by the Lexington-Fayette Urban County Government (LFUCG).

While “adjacent” and “contiguous” drainage areas are the primary focus of this study, the study should include the identification of any sub-drainage areas that have the potential for future service by a non-LFUCG wastewater provider.

The 2006 study evaluated six (6) Rural Service Area locations and those areas remain the primary focus of this study. Sanitary sewer system improvements since 2006 have likely impacted the viability of the 2006 study areas, so a fresh examination of each area is required. Due to specific outcomes and expected outcomes of the Consent Decree, some Rural Service Area locations omitted from the 2006 study should be included in the updated study. Maps of the recommended 2023 study areas are provided in Exhibit 1 as shown in the table below.

Table of Study Areas

No.	Name	Exhibit	Total Acres
1	Lower South Elkhorn	SE 1	774.2
2	Mint Lane	SE 2	570
3	Man O War	SE 3	375.4
4	Old Frankfort Pike	TB 1	1,682
5	Ironworks Pike	CR 1	6,908.8
6	Avon / I-64	NE 1.1	6,409.3
7	Avon / I-64 (Extension)	NE 2	10,165.1
8	Royster Road Tributary	NE 1.2	2,353.7
9	Chilesburg - Walnut Hill	EH 1	123.6
10	DeLong Rd/Richmond Rd	EH 2	5,504
11	Athens - Booneboro Rd	BS 1	336.4
12	Blue Sky	BS 2	256.4

Guiding Principles

The study should follow the same form and format of the February 2006 study. The criteria utilized in constructing the 2023 Rural Service Area (RSA) study should include:

1. Assume that the ultimate development and “build-out” of a study area will occur.
2. A unit flow of 15 people per acre is utilized for ultimate flow projections.
3. The design criteria of the LFUCG Sanitary Sewer and Pumping Station Manual will be utilized for preliminary sizing of all required infrastructure.
4. LFUCG wastewater system improvements, as provided in the Consent Decree Remedial Measures Plan (RMP), will have been constructed prior to the RSA study implementation unless modification of future RMP projects positively affects a potential RSA study project.
5. Proposed service area layouts should avoid infrastructure requiring or maintaining multiple Class C or Class D pumping stations as opposed to serving an area with a more regional Class A or Class B station.
6. The capital cost of servicing any RSA study area should be a comparison, comparing the cost of future development wastewater flows being conveyed to one of the two existing LFUCG wastewater treatment plants versus the cost of servicing the area with a new, dedicated wastewater treatment facility.
7. An approach that recognizes that the sewerability of the LFUCG service area is not static and that decisions made in one sub-drainage area has consequences for the future sewerability of adjacent, tributary sub-drainage areas.

Scope of Services

The study should follow the same form and format of the February 2006 study, which is provided by a link associated with this document. For each RSA presented in Exhibit A, evaluate the future “sewerability” of land within the area by researching and presenting factual information and data regarding:

1. Land Use Classifications
2. Land Parcel Size Distributions
3. Conservation Easements Inhibiting Future Sewerability
4. Opportunities for Beneficially Decommissioning or Modifying Existing Sanitary Sewer Infrastructure
5. Projected Average Day and Peak Day Flow Rates

6. Projected Point(s) of Wastewater Delivery to the Existing Collection and Conveyance System.
7. Projected Capital Cost for Servicing the Area
 - a. With new and/or improved wastewater conveyance infrastructure that delivers all flow to one of the two existing wastewater treatment plants.
 - b. With new and/or improved wastewater conveyance infrastructure that delivers all flow to a new wastewater treatment plant.
8. Projected Annual Operating Cost for any new Wastewater Conveyance and, if applicable, Treatment Plant Infrastructure.

The evaluation of any sub-drainage areas that have the potential for future service by a non-LFUCG wastewater provider should be limited to:

1. Quantifying the sub-drainage area in terms of developable acres and identifying land that has future development impediments including existing conservation easements.
2. Presenting base maps showing the location of sanitary sewer infrastructure necessary to service the area to a downstream termination point within the Fayette County line.
3. Utilizing a unit flow of 15 people per acre to estimate full development average daily and peak daily flow projections
4. Identifying the potential non-LFUCG service provider.

The study text, presented in an area by area format, should also contain commentary regarding the technical feasibility of any and all assumptions, and a projection of timelines necessary for realization of the scenarios presented.

Meetings and Presentations

1. Six (6) monthly progress meetings with Division of Water Quality staff.
2. One (1) additional progress meeting with Division of Water Quality and Division of Planning staff at the 60% complete milestone.
3. One (1) presentation to the Planning Commission.
4. One (1) presentation to Urban County Council.

Deliverables

1. 60% complete draft study: six (6) copies in pdf format, and one (1) electronic thumb drive copy suitable for posting on the LFUCG webpage.
2. 90% complete draft study: six (6) copies in pdf format.
3. Completed final study: six (6) copies in pdf format, and one (1) electronic thumb drive copy suitable for posting on the LFUCG webpage.

List of Exhibits

1. Rural Service Area maps
2. Draft contract document
3. Statement of hourly rates form
4. Task Order Form

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than twenty-five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (five pages maximum)
 - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and field consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with a traditional Sanitary Sewer Evaluation Survey (SSES), Sanitary Sewer Assessment (SSA) and/or comprehensive drainage study within an urban setting. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.
3. Project Team (ten pages maximum)
 - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Three (3) Clients for which similar work has been performed (one page maximum)
 - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.
5. Four (4) Firm Reference Projects (four pages maximum)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in Fayette County Kentucky or a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties).

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Lump Sum Fee Estimate for Services Requested Above
9. Statement of Hourly Rates (format provided)
 - Provide detailed information regarding the hourly rate for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. This hourly rates will be the fee basis for any additional work requested by LFUCG.

Tentative Project Schedule

Milestone	Calendar
Award Contract / Project Kick Off	April 3, 2023
60% review with LFUCG staff	May 8, 2023
90% review with LFUCG staff	June 1, 2023
Submit Final Report	June 15, 2023
Urban County Council Presentation	August 29, 2023
Planning Commission Presentation	September 21, 2023

Method of Invoice and Payment

The Consultant shall submit invoices for basic services or work rendered based on the following schedule:

Milestone	Invoice
60% review with LFUCG staff	60% fee draw
Submit Final Report	90% fee draw
Complete Final Presentation	100% fee draw

Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged and note the portion of the amount invoiced that is for work performed by a DBE subcontractor. The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

Stop Work Notice

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing, and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalification submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.



Rural Service Area (RSA) Sanitary Sewer Capability Study Sewer Capability Study Area Map Series

A study to evaluate sub-drainage areas adjacent and contiguous to the existing the Urban Service Area to document each area's viability for future public sanitary sewer service.

Table of Study Areas

Area	Name	Exhibit	Total Acres
1	Lower South Elkhorn	SE 1	774.2
2	Mint Lane	SE 2	570
3	Man O War	SE 3	375.4
4	Old Frankfort Pike	TB 1	1,682
5	Ironworks Pike	CR 1	6,908.8
6	Avon / I-64	NE 1.1	6,409.3
7	Avon / I-64 (Extension)	HE 2	10,165.1
8	Royster Road Tributary	NE 1.2	2,353.7
9	Chilesburg - Walnut Hill	EH 1	123.6
10	Delong Rd/Richmond Rd	EH 2	5,504
11	Alhens - Booneboro Rd	BS 1	336.4
12	Blue Sky	BS 2	256.4



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As a representative of the project, we warrant that the information contained herein is true and correct to the best of our knowledge and belief. We do not warrant the accuracy of any data or information provided by others. We do not warrant the accuracy of any data or information provided by others. We do not warrant the accuracy of any data or information provided by others.









Lexington Engineering, Inc.
1000 Lexington Blvd., Lexington, VA 46001
Phone: (434) 486-1100
Fax: (434) 486-1101
www.lexingtoneng.com

**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: SE 1

**Lower South Elkhorn
Rural Service Area**

774.2 Acres

-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Major Road
-  Street
-  Contour (10')
-  Stream (NHD)
-  Parcel
-  Waterbody
-  Study Area
-  Urban Service Area
-  Fayette County



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2,000 FT



**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: SE 2

**Mint Lane
Rural Service Area**

570 Acres

Sanitary Sewer Force Main
Sanitary Sewer Trunk Line

Pump Station

Major Road

Street

Contour (10')

Stream (NHD)

Parcel

Waterbody

Rural Activity Center

Study Area

Urban Service Area

Fayette County



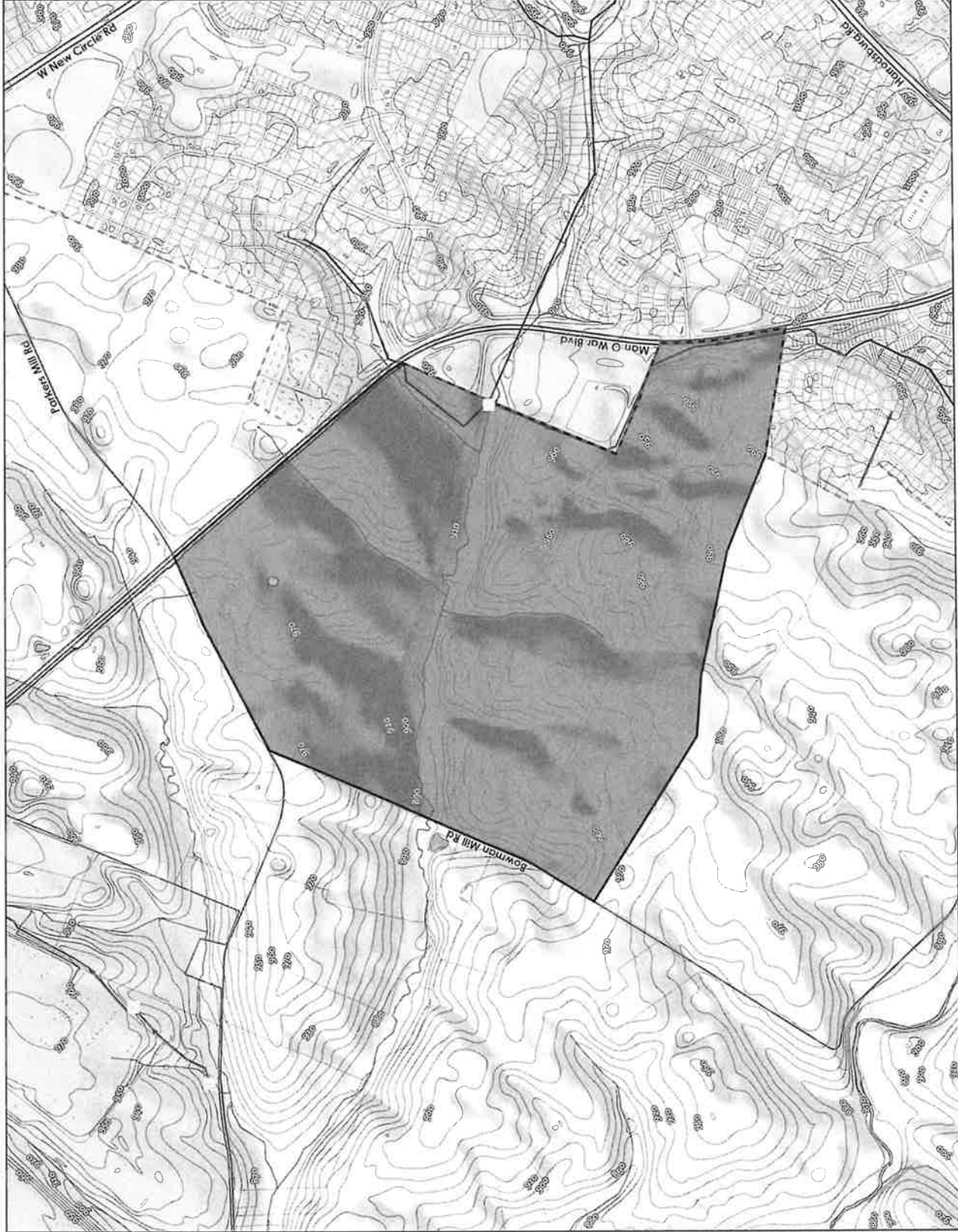
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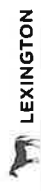


**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: SE 3

**Man O War
Rural Service Area**
375.4 Acres

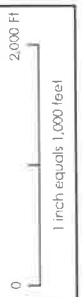
- Sanitary Sewer Force Main
- Sanitary Sewer Trunk Line
- Pump Station
- Major Road
- Street
- Contour (10')
- Stream (NHD)
- Parcel
- Wetland
- Rural Activity Center
- Study Area
- Urban Service Area
- Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: TB 1

**Old Frankfort Pike
Rural Service Area**

1,682 Acres

- Sanitary Sewer Force Main
- Sanitary Sewer Trunk Line
- Pump Station
- Pump Station (Private)
- Major Road
- Street
- Railroad
- Contour (10')
- Stream (NHD)
- Parcel
- Waterbody
- Study Area
- Urban Service Area
- Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: CR 1

**Ironworks Pike
Rural Service Area**

6,908.8 Acres

-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Pump Station (Private)
-  Major Road
-  Street
-  Railroad
-  Canal (10')
-  Stream (10HD)
-  Parcel
-  Waterbody
-  Rural Activity Center
-  Study Area
-  Urban Service Area
-  Fayette County



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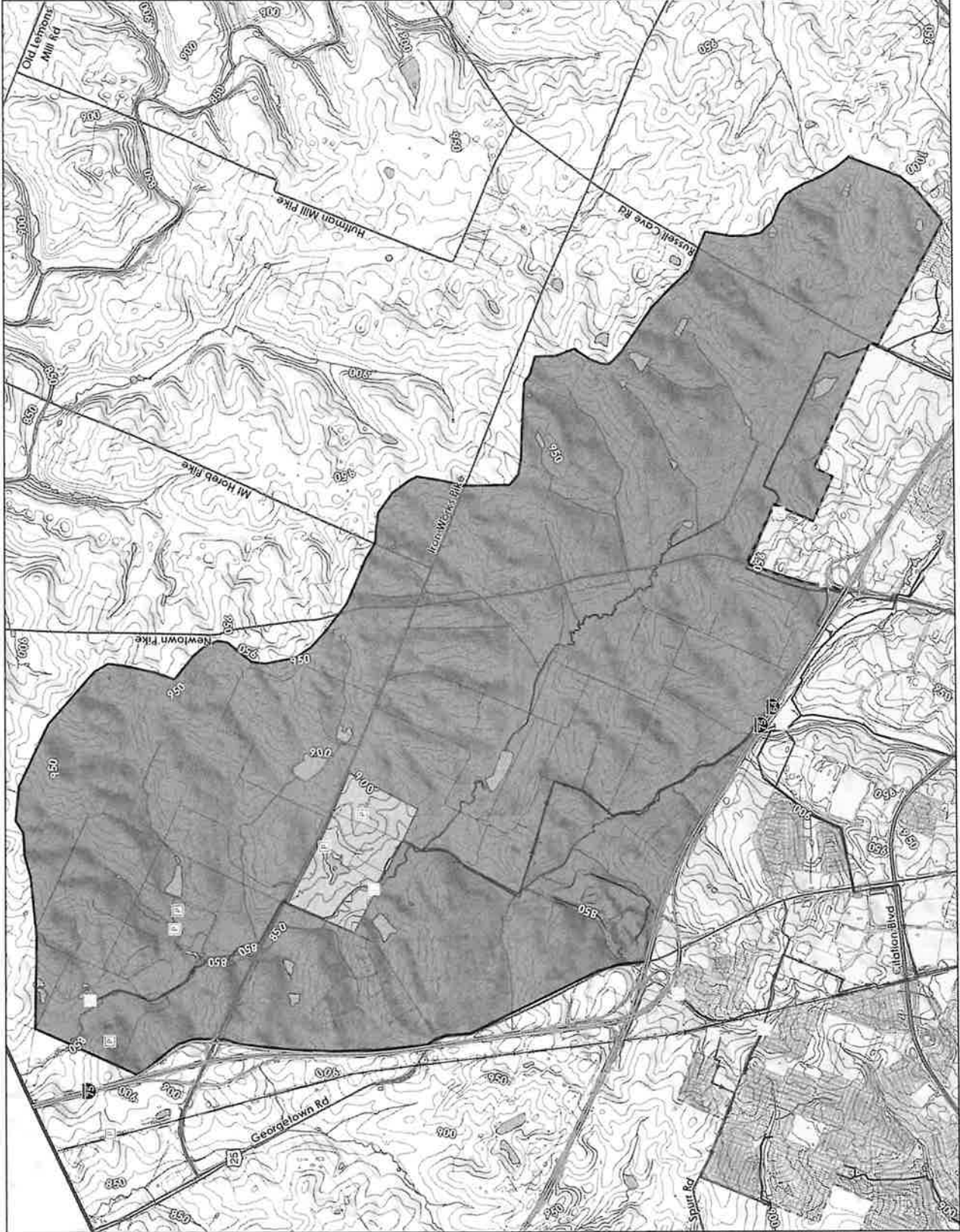
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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: NE 1.1

**Avon / I-64
Rural Service Area**

6,409.3 Acres

- Sanitary Sewer Force Main
- Sanitary Sewer Tunk Line
- Pump Station
- Major Road
- Street
- Railroad
- Contour (10')
- Stream (NHD)
- Parcel
- Waterbody
- Study Area
- Urban Service Area
- Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: NE 2

**Avon / I-64 (Extension)
Rural Service Area**

10,165.1 Acres

-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Major Road
-  Street
-  Railroad
-  Contour (10')
-  Stream (NHD)
-  Parcel
-  Waterbody
-  Rural Activity Center
-  Study Area
-  Urban Service Area
-  Fayette County



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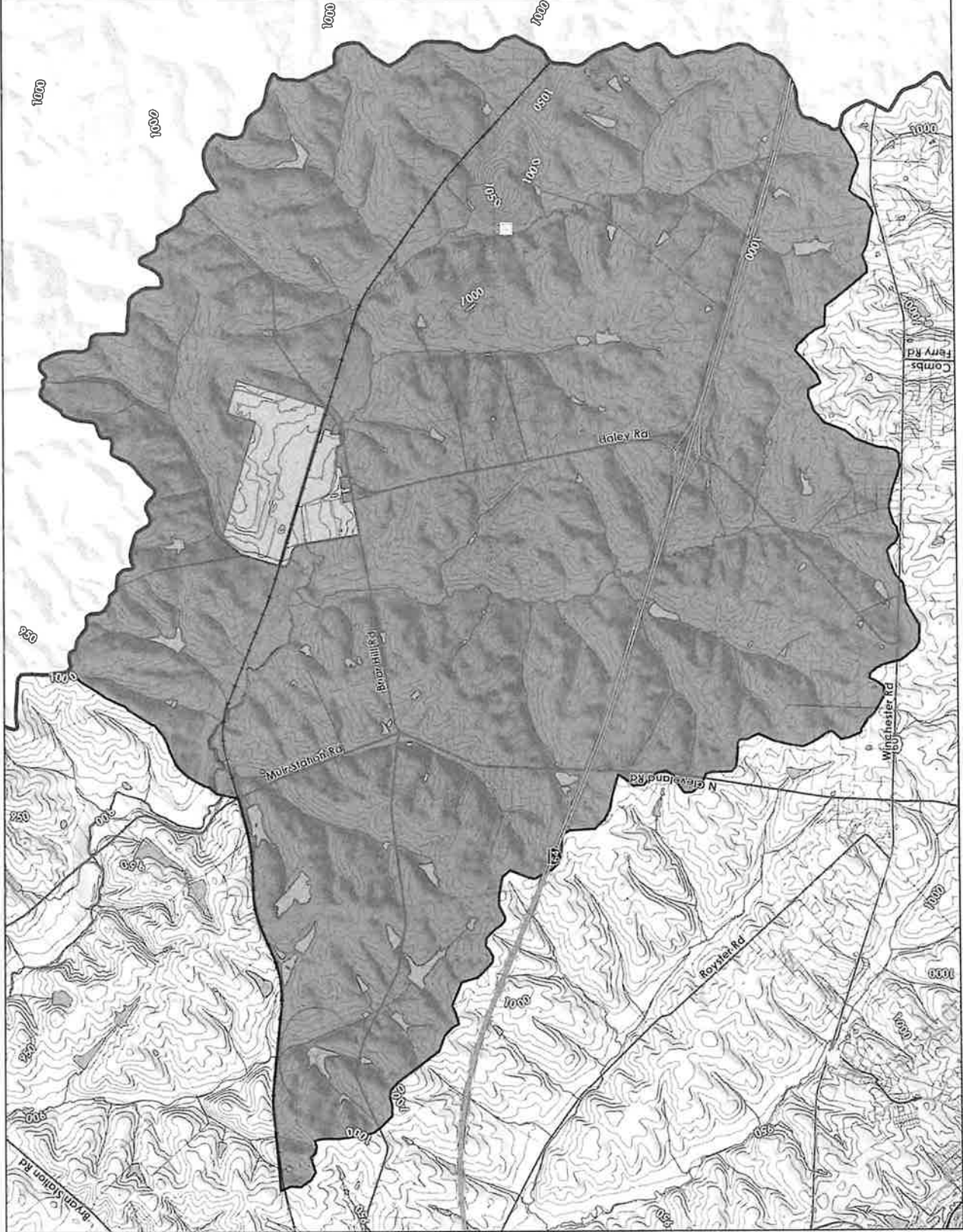
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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: NE 1.2

**Royster Road Tributary
Rural Service Area**

2,353.7 Acres

-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Major Road
-  Sheet
-  Contour (10)
-  Stream (NHD)
-  Parcel
-  Waterbody
-  Study Area
-  Urban Service Area
-  Fayette County

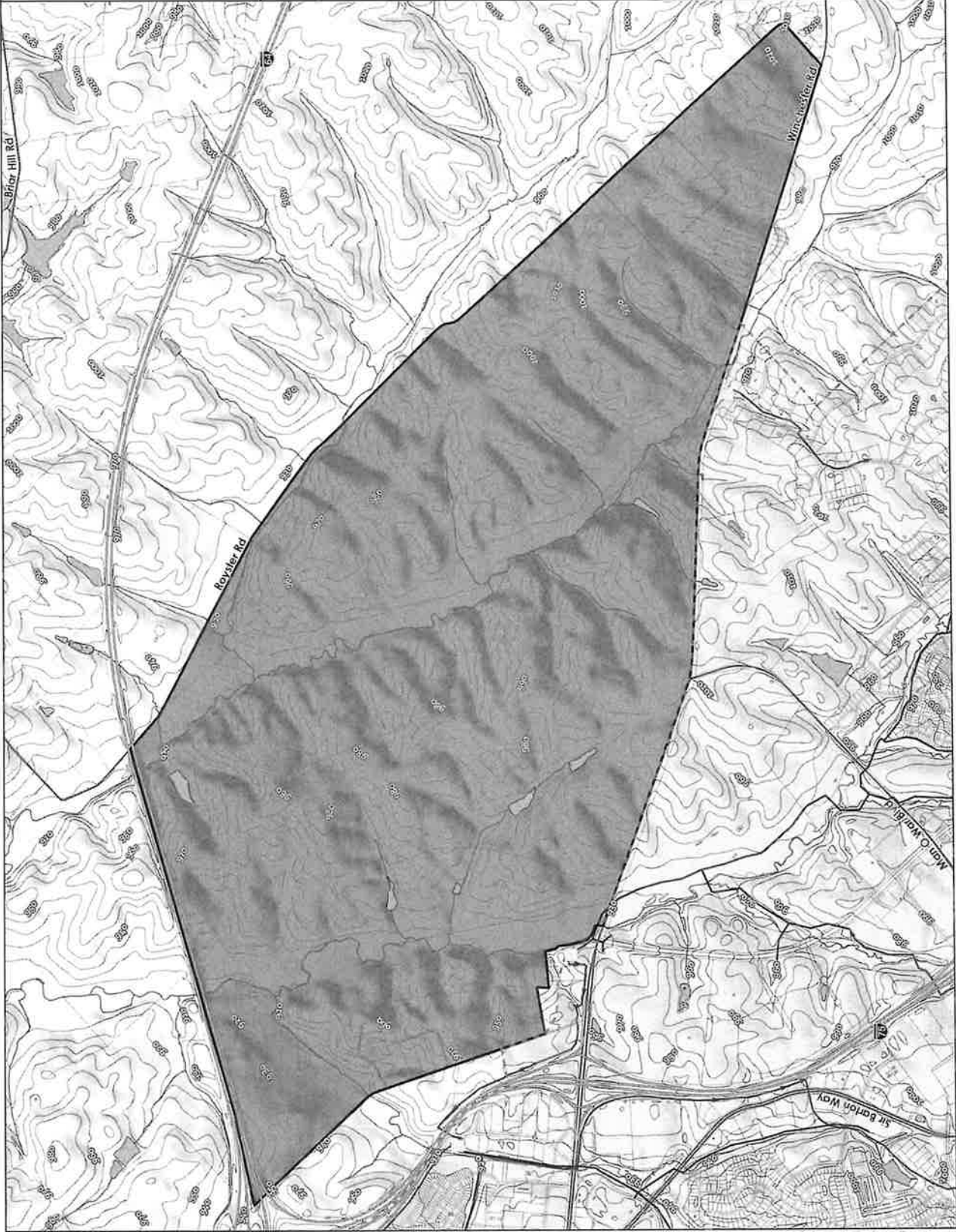


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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: EH 1

**Chilesburg - Walnut Hill
Rural Service Area**

123.6 Acres

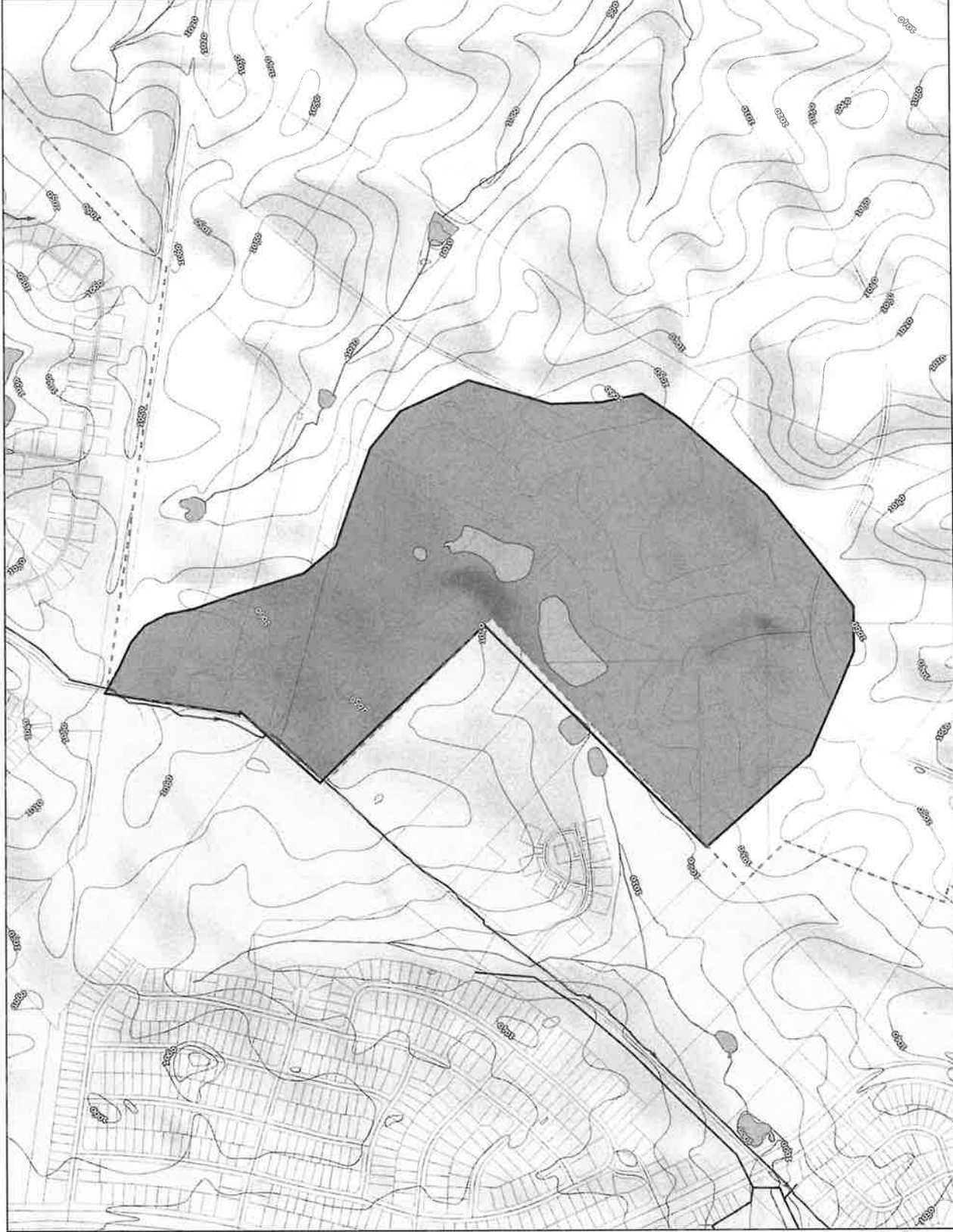
-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Street
-  Contour (10')
-  Stream (RHD)
-  Parcel
-  Waterbody
-  Study Area
-  Urban Service Area
-  Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: EH 2

**Delong Rd/Richmond Rd
Rural Service Area**

5,504 Acres

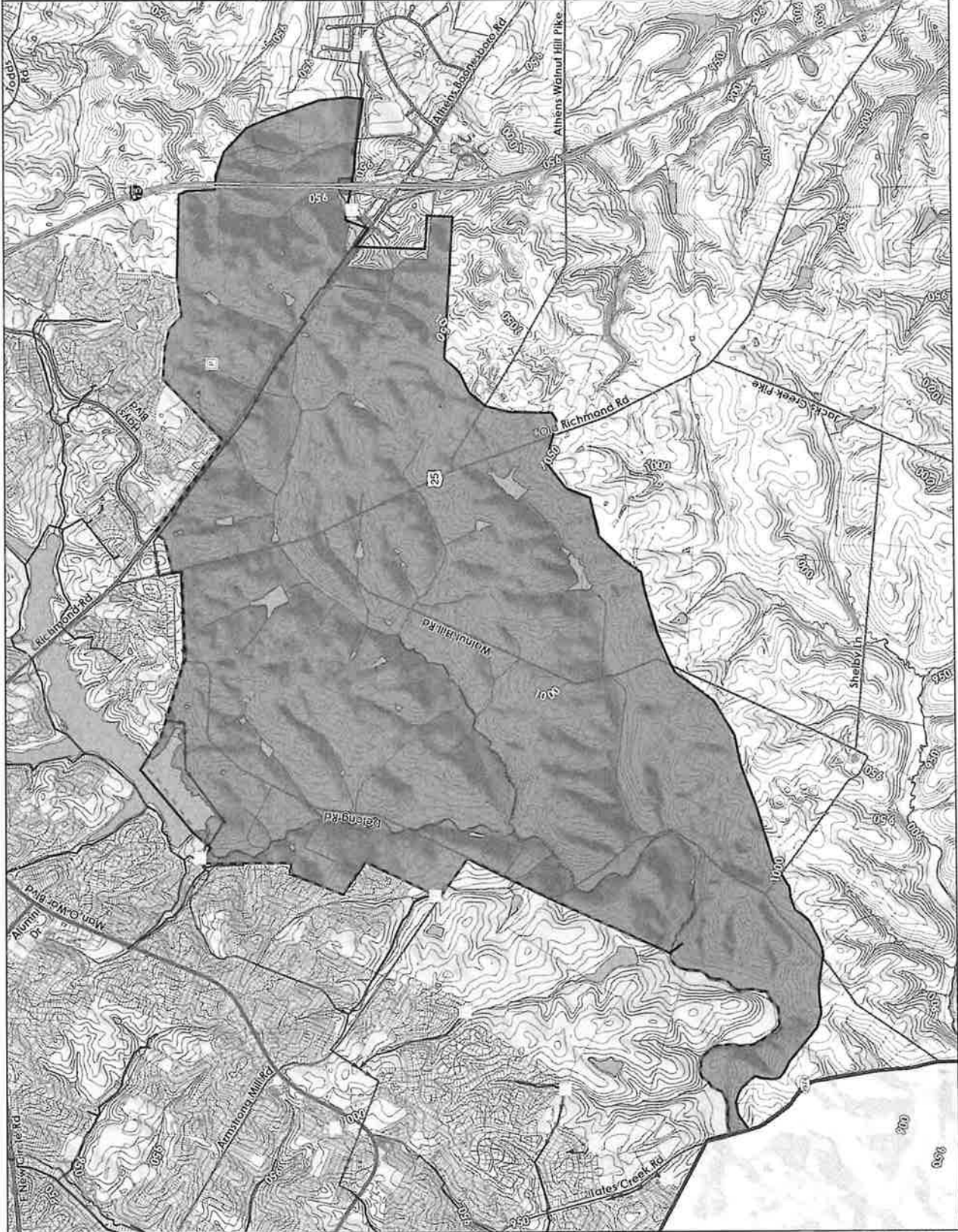
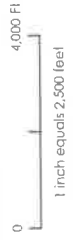
-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Pump Station (Private)
-  Major Road
-  Street
-  Contour (10')
-  Stream (NHD)
-  Parcel
-  Waterbody
-  Rural Activity Center
-  Study Area
-  Urban Service Area
-  Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capability Study**

Exhibit: BS 1

**Athens - Booneboro Rd
Rural Service Area**

336.4 Acres

-  Sanitary Sewer Force Main
-  Sanitary Sewer Trunk Line
-  Pump Station
-  Pump Station (Private)
-  Levee Road
-  Street
-  Contour (10)
-  Stream (HID)
-  Parcel
-  Waterbody
-  Rural Activity Center
-  Study Area
-  Urban Service Area
-  Fayette County



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**Lexington-Fayette
Rural Service Area (RSA)
Sanitary Sewer
Capacity Study**

Exhibit: BS 2

**Blue Sky
Rural Service Area**

256.4 Acres

- Sanitary Sewer Force Main
- Pump Station
- Pump Station (Private)
- Water Road
- Street
- Contour (10')
- Stream (10')
- Parcel
- Vlottbody
- Rural Activity Center
- Study Area
- Fayette County



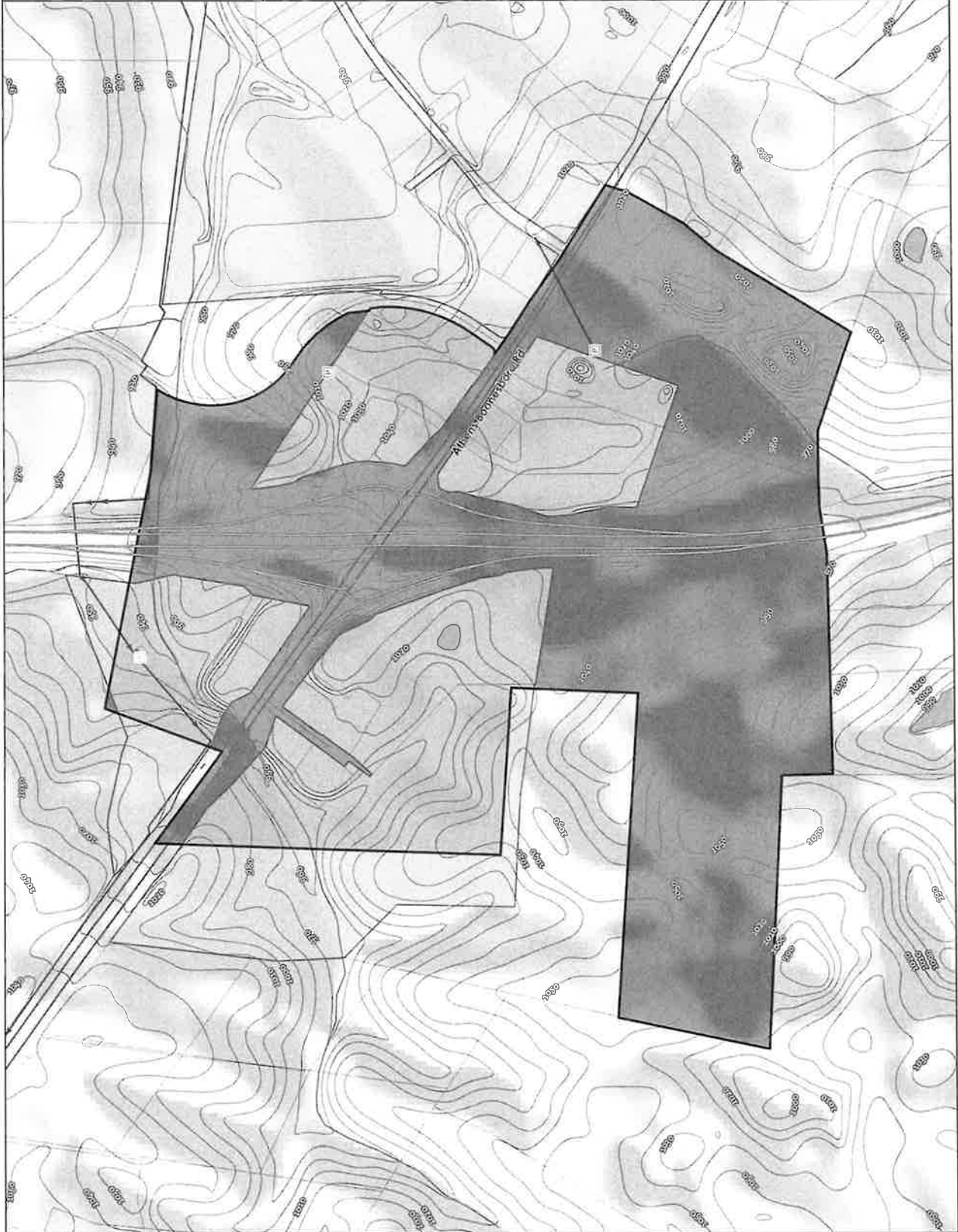
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ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the _____ as described in the attached Exhibit A, “**RFP #15-2023 Rural Service Area (RSA) Sanitary Sewer Capability Study.**” The services are to include customary civil and sanitary engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" (including Appendices and Addendums _____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #15-202), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. Time is of the essence in completing the Scope of Services. The **CONSULTANT** shall provide all initial draft work products and final work products in the manner described in the Deliverables section of RFP#15-2023. After the **OWNER'S** detailed review of the 60% draft submittal, the **CONSULTANT** will revise the draft submittal as directed and in a timely fashion. Upon submittal of the 90% draft study, the **OWNER** shall have fifteen (15) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. The **CONSULTANT** will revise the draft submittal as directed with fifteen (15) business days.
- 1.2.5 The **CONSULTANT** must immediately notify the **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" defines the intended project schedule with Exhibit D "Further Description of Basic Engineering Services and Related Matters" providing any amendment to that project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised, in writing by the **OWNER'S** representative, to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

Exhibit A "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023" (including Appendices and Addendums _____), as presented by the **OWNER**, is a defined scope, lump sum task. Extra Work may be authorized in writing with the **OWNER** issuing individual task orders for any authorized Extra Work performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Any Extra Work task order shall contain the scope of work, fee, and schedule for performance of the work.

5.1.1. For Extra Work Services

- 5.1.1.a Extra Work task orders shall contain the scope of work, fee, and schedule for performance of the work using the form included in **Exhibit A** "Rural Service Area (RSA) Sanitary Sewer Capability Study; RFP #15-2023".
- 5.1.1.b Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT C** or as amended in accordance with provisions therein.
- 5.1.1.c Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

OWNER. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “**OWNER**”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail,

return receipt requested, in the event any of the required policies are canceled or non-renewed.

- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or

documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2023.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS
RFP#15-2023**

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

EXHIBIT D

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

RURAL SERVICE AREA (RSA)
 SANITARY SEWER CAPABILITY STUDY
 EXHIBIT 3

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
Technician	Bob Jones	Tech III	\$100	EXAMPLE
Project Manager				
Senior Engineer				
Engineer				
Technician				
GIS Technician				
Survey Crew				
Subcontractors				
Clerical				
Other				

The purpose of Exhibit 3 is to establish hourly rates to be used in the event of extra work. The lump sum fee for the requested services should be quoted as part of the General Submittal Requirements.

LFUCG TASK ORDER NO. _____
RURAL SERVICE AREA (RSA) SEWER CAPABILITY STUDY
LFUCG RFP # _____ / RESOLUTION NUMBER _____

CONSULTANT

OWNER

Name	<hr/>	Lexington Fayette Urban County Government
Street Address	<hr/>	125 Lisle Industrial Avenue, Suite 180
City, State, Zip	<hr/>	Lexington, KY 40511
Contact Person	<hr/>	Charles Martin
Telephone	<hr/>	859-425-2400
Fax	<hr/>	859-254-7787
E-Mail	<hr/>	chmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

Consultant's Authorized Signature

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed

Date Signed

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

LFUCG TASK ORDER NO. _____
RURAL SERVICE AREA (RSA) SEWER CAPABILITY STUDY
LFUCG RFP # _____ / RESOLUTION NUMBER _____

FEE SCHEDULE

	TASK	ESTIMATED FEE	APPROVED BY	DATE
1				
2				
3				
4				
	TOTAL			

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY)

4/22/2022

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

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

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** 14658082 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	47-GLO-307584-04	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	47-UMO-307585-04	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LEXINGTON, KY. THE LEXINGTON FAYETTE COUNTY URBAN COUNTY GOVERNMENT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, CONSULTANTS, ASSIGNS, VOLUNTEERS AND SUCCESSORS IN INTEREST ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14658082
 LEXINGTON FAYETTE COUNTY URBAN GOVERNMENT
 200 EAST MAIN STREET, SUITE 925
 LEXINGTON KY 40507

CANCELLATION

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

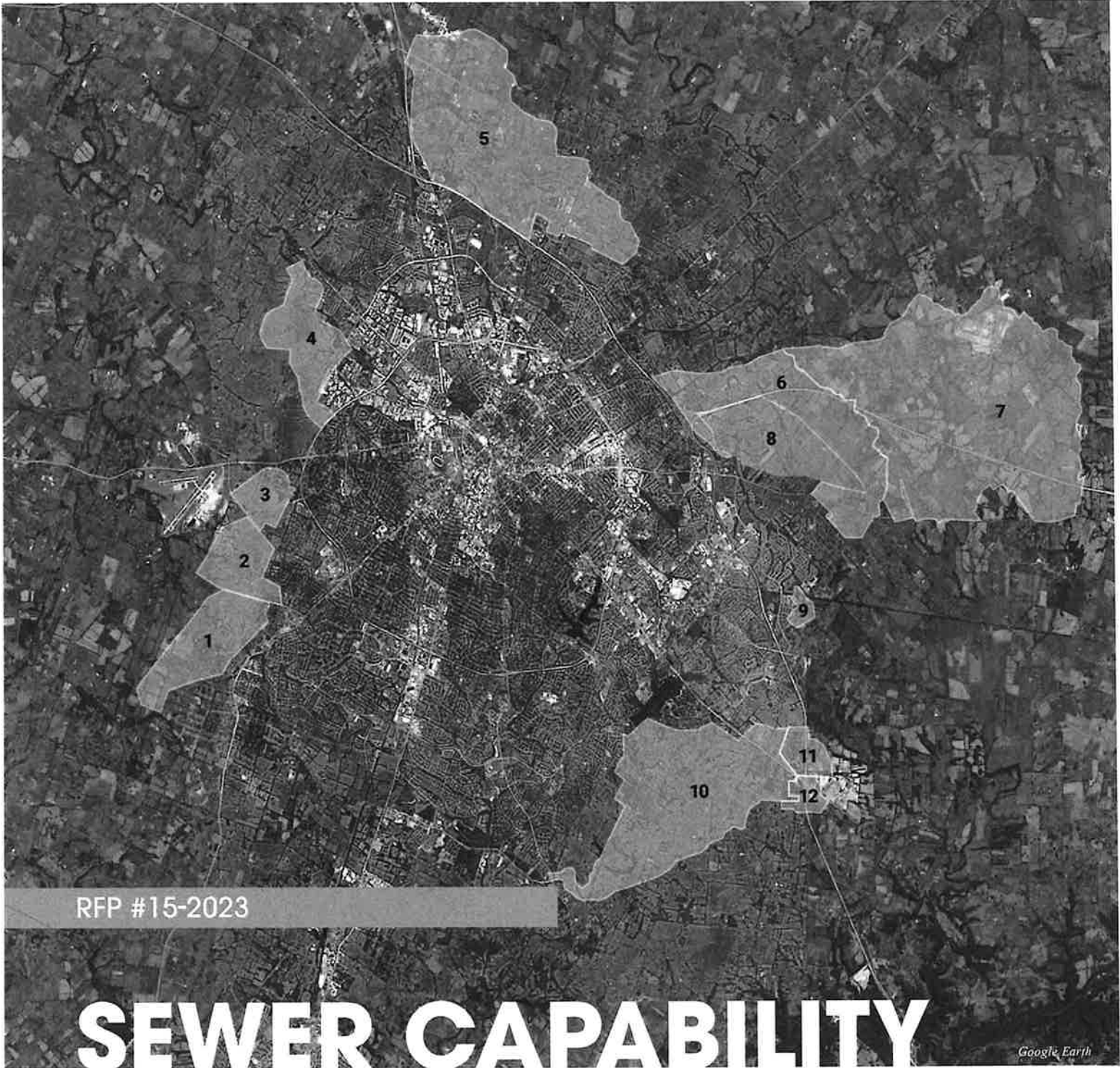
AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



RFP #15-2023

SEWER CAPABILITY STUDY

MARCH 22, 2023

SECTION 1

Letter of Transmittal





Stantec Consulting Services Inc.
3052 Beaumont Centre Circle, Lexington KY 40513-1703

March 22, 2023
File: pr_948347

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

Dear Mr. Slatin,

Reference: RFP #15-2023 Sewer Capability Study

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Proposal for the referenced RFP. As your Capacity Assurance Program Consultant, along with our prior work completing your Sanitary Sewer Assessments and Exactions Program Evaluation, we bring an unparalleled understanding and informed perspective on your existing wastewater system and the challenges associated with servicing areas outside the Urban Service Boundary.

Joining our Team are **Hazen and Sawyer** (Hazen) and **EHI Consultants, LLC** (EHI). Hazen will be primarily responsible for developing capital and annual operating cost opinions for proposed wastewater improvements needed to service the identified Rural Service Areas. Hazen has supported LFUCG on their Remedial Measures Program capital costing over the last decade. EHI is a certified minority-owned business enterprise (MBE) located in Lexington, Kentucky. EHI recently assisted Stantec on evaluation of your Exactions Program and also assisted Hazen and Stantec during the Remedial Measures Plan development.

To assist in your review, we have organized our proposal to match the selection criteria identified in the General Submittal Requirements section in your RFP and separated each section with tabs. A separate tab in the back of the proposal contains the required procurement forms and addendum acknowledgments.

If you have any questions regarding our submission, or would like to discuss our qualifications further, please do not hesitate to contact me.

Regards,

Stantec Consulting Services Inc.

Joe Herman
Senior Principal
Phone: 859 422 3043
Cell: (859) 806-9282
Joe.Herman@stantec.com

SECTION 2

Firm Qualifications



2. OVERALL EXPERTISE OF FIRM

Stantec is a multi-disciplinary consulting firm with a proven track record of providing quality wastewater and stormwater services to LFUCG for over 30 years. Globally, Stantec unites over 25,000 employees working in over 400 locations across 6 continents. Locally, we employ over 250 professionals in our two Lexington offices at 3052 Beaumont Centre Circle and 220 Lexington Green Circle. Stantec has maintained an office in Lexington since 1966.

Stantec appears on both the New York Stock Exchange (NYSE) and Toronto Stock Exchange (TSX) under the symbol STN. As a publicly-traded company our clients are assured that our accounting and business practices adhere to strict government regulations, ethical conduct and reporting standards.

WHY SELECT US?

Our Team offers the following distinct advantages in developing viable solutions for future development needs, considering existing infrastructure impacts/improvement opportunities and consistency with the capital cost methods in your Remedial Measures Plan (RMP).

- **Consistency in wastewater infrastructure evaluation/sizing.** In Stantec's role as your Capacity Assurance Program (CAP) Consultant, we have been responsible for evaluating your existing sewer capacity and sizing proposed wastewater improvements for your \$600M RMP capital improvement program since 2012.
- **Consistency in wastewater infrastructure costing.** Our Team includes your RMP Consultant who has been responsible for developing and assisting LFUCG in managing design and construction costs for your RMP capital improvement program since its inception.
- **A proven track record working together.** Stantec, Hazen, EHI and LFUCG successfully partnered on the development of your Remedial Measures Plan. We continue to work closely with one another as a consequence of the interconnected nature of the CAP and RMP programs. Additionally, Stantec and EHI recently assisted LFUCG in the Evaluation of your Exactions Program and Sustainable Growth Studies.
- **A Team that capitalizes on your prior investment and saves you time.** Our experience on the CAP and RMP programs, provide you with a Team that has no learning curve – we're already well-versed in your wastewater infrastructure technical requirements and have an unparalleled understanding of available hydraulic capacity in your existing wastewater system.
- **An unbiased Team that can be trusted to tackle your toughest challenges.** Locally, Stantec does not provide land development services in Fayette County (or any of the bordering counties). This allowed us to avoid any potential or perceived conflict of interest when developing your Capacity Assurance Program, devising the strategy for dissolution of the Expansion Area Exactions Program, and evaluating triggers for potential expansion of the Urban Service Boundary as part of the Sustainable Growth Study.
- **A Project Manager who knows your system.** Joe Herman led your Sanitary Sewer Assessments (SSAs) – the largest SSES ever completed on your wastewater system. His "hands on" Project Management approach to the SSAs assures LFUCG that our Team is led by someone with a solid understanding of your existing wastewater infrastructure.
- **A Team Member with first-hand experience on the 2006 Rural Sewerability Study.** Prior to joining Hazen, Kurt Zehnder was the Project Engineer for the 2006 Rural Sewerability Study. He provides our Team with perspective and insight from that prior effort, allowing us to avoid known pitfalls and save time.

OUR QUALIFICATIONS

The difference between a Sewer Capability Study report that serves as an effective road map for future wastewater infrastructure improvements versus one that is just another study with flawed assumptions, lies in the Consultant's ability to understand both undeveloped area capacity needs as well as capacity surpluses/shortfalls in the existing wastewater system.

The strength of our Team is centered around our proven experience providing the requisite technical services on your other wastewater and planning challenges.

FLOW FORECASTING AND WASTEWATER CAPACITY EVALUATION

Stantec has been responsible for monitoring and evaluating the hydraulic capacity of LFUCG's wastewater system since 2012. In this role, we have:

- Forecasted dry and wet weather flow rates in the wastewater system for undeveloped areas within the Urban Service Boundary
- Analyzed annual flow monitoring data collected by LFUCG to monitor/evaluate changes in available hydraulic capacity in the existing sewer system
- Performed sewer modeling to support sizing of RMP wastewater capital improvements and verify adequate capacity certification from completed improvements.
- Worked closely with LFUCG and the RMP Team to develop/evaluate several other major wastewater capital improvements to eliminate SSOs/excessive sewer surcharging not addressed in the original Remedial Measures Plan.
- Performed technical review on more than 1,400 sanitary sewer capacity requests from proposed development activity within Fayette County

Our experience over the last decade in supporting your CAP, provides LFUCG with the assurance that the impact to the existing sewer system from each of the 12 Rural Service Areas is properly considered and that there are no "knowledge gaps" in understanding existing and future capacity needs.

CAPITAL IMPROVEMENT ALTERNATIVES PLANNING

Our Team previously worked together to develop your prior wastewater capital improvement plan, LFUCG's Remedial Measures Plan, prepared by Hazen and Stantec in 2012, identified wastewater improvement alternatives focused on restoring adequate capacity in LFUCG's wastewater collection, transmission and treatment systems. The Plan included an estimated \$600M in proposed capital improvements and considered both existing development conditions and anticipated future development of vacant areas within the Urban Service Boundary.

Stantec has been responsible for monitoring/evaluating LFUCG's wastewater sewer system capacity for over a decade.

Hazen, Stantec and LFUCG worked collaboratively to identify and evaluate wastewater solutions for the RMP and we anticipate a similar collaborative process for the 12 Rural Service Areas. This collaborative approach, by persons very familiar with your wastewater system and existing capital improvement plan, maximizes our Team's ability to provide effective, well-thought out solutions and ensure meetings are productive.

WASTEWATER IMPROVEMENT COSTING

Following approval of the RMP by the Kentucky EEC and EPA, Hazen continued to serve as LFUCG's RMP Consultant. In this role, they assist LFUCG in developing conceptual layouts and capital cost budgeting for proposed wastewater capital improvements. Wastewater improvements have included: trunk sewers, pump station replacements, force mains, treatment plant reliability upgrades and wet weather storage facilities.

Hazen's experience preparing preliminary capital cost opinions, and reviewing final design and construction costs from completed improvements, greatly enhances our Team's ability to deliver realistic cost opinions for proposed wastewater infrastructure improvements necessary to service the 12 Rural Service Areas.

IDENTIFYING WIN-WIN OPPORTUNITIES

Future development in several of the 12 Rural Service Areas provide LFUCG with an opportunity to capitalize on reduced capital (and long-term operational) expenditures by coordinating planned RMP and Rural Service Area improvements. LFUCG capitalized on this approach in Expansion Area No. 3 (EA3). LFUCG constructed the EA3 Pump Station to serve both anticipated development in EA3, as well as the existing customers in the Joyland and Radcliff neighborhoods. This allowed for the removal of the existing Winburn, Thoroughbred Acres, and Shandon Park Nos. 1 and 2 pump stations. The capital and long-term operational costs of the single EA3 pump station were appreciably less than would be required to maintain separate solutions for each area.

Proposed wastewater solutions in Rural Service Area Nos. 6, 7 and 8 (Avon/I-64, Avon/I-64 Tributary, and Royster Road Tributary) provide LFUCG with an opportunity to eliminate the Greenbrier No. 2 pump station. This pump station is currently located at the entrance to Bahama Drive and is identified in the RMP to be replaced/up-sized. Siting the new pump station is problematic due to the location of the current Urban Service Boundary and the availability of suitable land for the larger pump station. A new pump station, wastewater treatment plant, or a discharge agreement with a neighboring wastewater utility needed to service the adjacent Rural Service Areas would allow for elimination of the Greenbrier No 2 Pump Station and minimize long-term operational costs to LFUCG.

In Rural Service Area No. 3 (Man O War), the Division of Water Quality is considering construction of a wet weather storage tank at the Mint Lane Pump Station to restore adequate capacity and eliminate sewage bypasses at the South Elkhorn Pump Station. The design of the proposed

Our Team's role as your CAP and RMP Consultants maximizes our ability to identify potential dual-purpose improvements similar to that realized by the EA3 pump station. Oversizing of this pump station beyond what was needed to service to Expansion Area No. 3 allowed for the elimination of the Thoroughbred Acres (plus 3 other smaller pump stations) and resulted in an overall long-term operational cost savings to LFUCG.



storage facility at the Mint Lane Pump Station should consider future development in Rural Service Area No. 3. Capital costs should be broken down based on the tank size/volume needed to service existing customers versus the additional capacity needed for Rural Service Area No. 3. A single larger tank will result in an overall cost savings to LFUCG and ensure that an adequate land area is set aside for the facility. The breakdown of the capital costs by capacity needs would allow for an equitable allocation of costs, preserving LFUCG's prior practice of ensuring new development "pays its own way" and infrastructure costs needed to service Expansion Areas are not borne by the existing rate payers.

Hazen and Stantec, by virtue of their CAP and RMP Consultant roles, have worked closely for the last decade maintaining/updating planned RMP improvements to ensure that they adapt to the non-static nature of long-range planning and system changes. We are uniquely positioned to identify opportunities for dual-purpose capital improvement opportunities and minimize long-term wastewater operational costs.

DESIGN APPROPRIATENESS

Recently, Stantec has been responsible for the design of several large wastewater capital improvements for LFUCG's RMP under our Watershed Team 4 Engineering Services contract. This includes design of the Liberty Road Trunk Sewer, New Circle Road Trunk Sewer and Floyd Drive Trunk Sewer. We are very familiar with your Sanitary Sewer Design Manual and will ensure that preliminary concepts are logical and consistent with your technical requirements/preferences.

LOCAL FAMILIARITY

Our Team has a strong familiarity/understanding of the development challenges within Fayette County and the high-profile nature of potential changes to the Urban Service Boundary. Stantec recently assisted the Office of the Chief Development Officer in identifying a strategy/framework for dissolution of the Exactions Program. This effort included evaluating infrastructure costs and exactions (reimbursement) payments in the Expansion Areas. We also led facilitated meetings with internal and external stakeholders to identify program shortfalls, issues and identify options for equitable dissolution of the Program.

As part of the recent Sustainable Growth Study, Stantec assisted LFUCG in characterizing developable/redevelopment areas within the Urban Service Boundary, as well as prepared a framework to advise LFUCG when creation of new Expansion Areas may be warranted.

While the scope of the Sewer Capability Study is limited to planning wastewater infrastructure needs in the Rural Service Areas, our experience evaluating Expansion Areas infrastructure and



Our recent efforts on your Exactions Program Evaluation and Sustainable Growth Study demonstrates our Team's understanding of the sensitive nature of proposed changes to the Urban Service Boundary and our ability to render unbiased/professional opinions.

Urban Service Boundary expansion provides LFUCG with a Team that is familiar with local issues/history and a demonstrated track record of maintaining professionalism/confidentiality.

MASTER PLANNING

In addition to our Team's role in preparing/implementation your Remedial Measures Plan, Stantec was responsible for preparing Kentucky American Water's (KAW's) 2018 and 2023 Comprehensive Planning Studies. These efforts included developing 20-year water use demand projections for Fayette County and adjoining counties within central Kentucky. We evaluated distribution and treatment alternatives to meet growth needs throughout KAW's service area. Similar to our role as your CAP Consultant, we have been responsible for providing all of KAW's outsourced hydraulic modeling on their planned capital improvements for the last decade.

Stantec also recently assisted the City of Greensboro (North Carolina) in preparing a Stormwater Master Plan for the North Buffalo Creek Watershed that includes over 100 stream miles. We provided hydraulic modeling to support evaluation of existing infrastructure against their desired Level of Service, developed capital improvement alternatives to restore adequate capacity in the watershed and prepared preliminary designs and capital cost opinions.

Our Team member's experience preparing KAW's Comprehensive Plan, your RMP, and assisting Greensboro, NC in their stormwater master planning efforts assures LFUCG that experienced persons have been assigned to your Rural Service Areas.

INSTITUTIONAL KNOWLEDGE

Capital planning for growth in the 12 Rural Service Areas based solely on hydraulic capacity considerations will fall short of meeting expectations. Connection points to the existing wastewater collection and transmission systems must be identified and should consider the condition of the sewer system.

Our Team members were responsible for the largest SSES and sewer condition assessment effort ever completed by LFUCG. Our Project Manager and two of the Team Leads in our Organizational Chart (Section 3) led the completion of your Group 1, 2 and 3 Sanitary Sewer Assessments (SSAs). These individuals have a comprehensive understanding of your sewer system and its condition. This familiarity, along with Mr. Zehnder's past experience on the 2006 Rural Service Area Study, will allow our Team to immediately move forward without wasting time/budget trying to get up to speed.



COMPREHENSIVE EXPERIENCE

Our Team developed Kentucky American Water's 2018 and 2023 Comprehensive Plan for servicing Fayette and the surrounding counties.

SECTION 3

Project Team

3

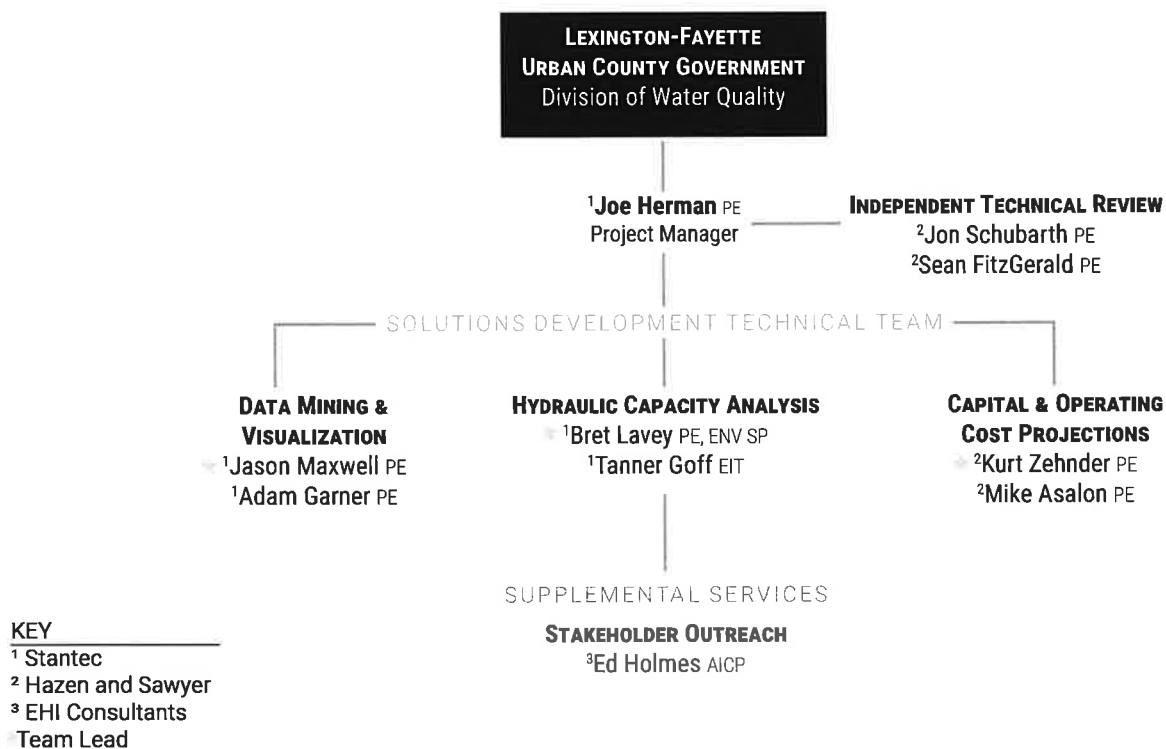
3. PROJECT TEAM

Our organizational chart identifies key team members and their roles associated with developing and evaluating wastewater alternatives to service the 12 Rural Service Areas identified in your RFP. Team members have been selected for this assignment based on their specialized expertise and experience successfully completing similar projects. Individuals in the Chart have also confirmed their availability/capacity to perform their assigned role and successfully meet the schedule milestones identified in your RFP.

Joining the Stantec Team are Hazen and Sawyer (Hazen) and EHI Consultants (EHI). Hazen will participate in working meetings to brainstorm wastewater solution alternatives and will take primarily responsibility for developing capital and annual operational cost opinions.

EHI has been added to the Team to facilitate stakeholder outreach/engagement activities. While not specifically identified in the scope of work, we anticipate that LFUCG may elect to engage external stakeholders (Fayette Alliance, Commerce Lexington, Lexington Home Builders Associations, etc.) to present findings from the report and/or solicit feedback or mine additional information about each area. More detail about EHI is included in Section 7.

Our Project Manager, Joe Herman, has been providing engineering and Project Management services to LFUCG for over 25 years. Joe currently serves as Project Manager on your Capacity Assurance Program (CAP) and served as the Project Manager on your Sanitary Sewer Assessments (SSAs). As a subconsultant to Hazen, he was responsible for assisting in developing LFUCG's Remedial Measures Plan (RMP) – the estimated \$600M wastewater improvement plan for restoring adequate capacity in LFUCG's wastewater collection, transmission and treatment systems. Joe also recently assisted the Office of the Chief Development Officer in developing a strategy/framework for dissolution of LFUCG Exactions Program for the Expansion Areas. Mr. Herman's experience on these projects offers you with a Project Manager with an unmatched understanding of your sewer system, familiarity with Urban Service Boundary expansion challenges and requires no learning curve investment.





PROJECT MANAGER

Wastewater Capacity Assurance Program (2012- 2023) | LFUCG | Lexington, Kentucky

Joe led the development of LFUCG's Capacity Assurance Program (CAP) and has been responsible for its ongoing implementation since its inception. The CAP requires that LFUCG certify adequate capacity in the wastewater system prior to authorizing new connections or flow increases. In addition to supporting LFUCG in evaluating capacity requests, Stantec is responsible for maintaining the hydraulic model of the wastewater system, evaluating system capacity, providing capacity support to Remedial Measures Plan (RMP) design efforts, and supporting collection system rehabilitation prioritization efforts.

Remedial Measures Plan Development | LFUCG | Lexington, Kentucky

Joe was Stantec's Project Manager for the development of an approximately \$600M capital wastewater improvement program to eliminate Sanitary Sewer Overflows for the Lexington-Fayette Urban County Government (LFUCG). Stantec was part of a three-consultant firm team tasked with completing the work within the aggressive schedule established by the EPA. Stantec's responsibilities included: capital plan development and solution alternatives analysis, hydraulic modeling and capacity sizing for proposed solutions, providing rehabilitation recommendations and prioritizations to reduce I&I, and preparing planning-level cost opinions for long-term capital programming.

Sanitary Sewer Assessments (SSA) | LFUCG | Lexington, Kentucky

Joe was the Project Manager for the comprehensive sewer system evaluation survey (SSES) and condition assessment of LFUCG's wastewater conveyance system. Joe was responsible for: field coordination and oversight of LFUCG's SSES contractors, performing QA/QC on collected data, and providing an engineering assessment of the structural condition and identifying inflow and infiltration (I&I) sources within the collection system. He also led development of a tailored pipe and manhole scoring system that utilizes the PACP defect ratings to prioritize rehabilitation and identify immediate find and fix opportunities.

Watershed Team 4 Wastewater Design Consultant| LFUCG | Lexington, Kentucky

Joe is the Project Manager for LFUCG's engineering service for sanitary sewer design contract for the North Elkhorn, South Elkhorn, and Cane Run Sewersheds. As part of this contract, Stantec is responsible for developing trunk sewer alignment alternatives, engineering design, permitting, and development of Opinions of Probable Construction Cost. Projects completed to date under this contract include: Liberty Road Trunk Sewer, New Circle Trunk Sewer, Floyd Drive Trunk Sewer, and East Loudon Sanitary Sewer Relocation.

Wastewater Gravity Sewer Renewal Strategy/Condition Scoring | Pinellas County Utilities (PCU) | Pinellas County, Florida

Joe assisted PCU in developing a Collection System Master Plan. He developed a strategy for assessing the condition of the wastewater gravity sewer system and a meaningful assessment rating for rehabilitation planning/prioritization. A custom, automated tool was developed to score pipes based on NASSCO's Pipeline Assessment Certification Program (PACP) defect coding and that was consistent with the general framework that PCU utilizes for evaluating its other linear infrastructure. Joe developed the scoring system, oversaw the development of the automated tool, performed QA/QC reviews, and prepared a technical memorandum summarizing the scoring system methodology and calculated PCU sewer system.



Joe Herman PE

Lexington, Kentucky

27+

Years of relevant experience

EDUCATION

- MS/BS, Civil Engineering, University of Kentucky

RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#21254), Texas (#125471)

Joe has nearly three decades of experience in planning, assessing, evaluating, designing, and managing municipal infrastructure. He is a subject matter expert in wet weather programs with relevant project experience in inflow/infiltration (I/I) studies, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydrologic and hydraulic modeling, and engineering design.



Jon Schubarth *PE*

Lexington, Kentucky

29+

Years of relevant experience

EDUCATION

- MS/BS, Georgia Institute of Technology

RELEVANT REGISTRATION

- Professional Engineer – Kentucky, New York

Mr. Schubarth has over 29 years of experience in both private sector consulting and public sector utility engineering and management. As a consultant, his experience includes design and construction services for projects including water and wastewater systems, capital planning, permitting, pump stations, and treatment plants. As a utility manager, he managed, designed, and operated public water and wastewater systems including, staff planning, rate making, capital planning, budgeting, policy making, hydraulic analyses, as well as the design of projects.

Hazen

INDEPENDENT TECHNICAL REVIEW

Remedial Measures Plan (RMP) Implementation and Program Management | LFUCG | Lexington, Kentucky

Project Manager for implementation of LFUCG's RMP required by USEPA Consent Decree. Project includes development of design standards and standard specifications, conceptual designs for all WWTP, wet weather storage, and pump station projects; a continuation of stakeholder involvement services; assistance with funding acquisition; peer reviews of all design plans and specifications developed by other design consultants; and coordination with regulatory agencies. Provide all annual sanitary sewer program management services including, but not limited to coordination and provision of all sanitary sewer content for each Consent Decree quarterly and annual report.

Capacity, Management, Operations and Maintenance (CMOM) Implementation Services | LFUCG | Lexington, Kentucky

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

Wastewater Facilities Plan Update | Bowling Green Municipal Utilities and Warren County Water District | Bowling Green, Kentucky

Project manager for the development of an update to an existing wastewater facilities plan jointly for the Bowling Green Municipal Utilities and Warren County Water District - resulting in a Regional Facilities Plan for the entire county of Warren jointly served by the two utilities.

Scott County South Sewer Extension, PER | GMWSS | Georgetown, Kentucky

Project Director – Study, conceptual design, alternatives analysis, and preliminary engineering report (PER) to identify the most practical solution for the SSE improvements. This evaluation and PER included an evaluation of existing data, pump station capacities, and flow projections leading to an alternative's evaluation, 20-year present worth analysis, O&M costs, and construction estimates to provide sanitary sewer service to two mobile home parks (500 units) and to provide sewer capacity to the south side of Georgetown. The entire system includes approximately 34,145 LF of 8-inch to 27-inch gravity sewers, 103 precast manholes, 6,378 LF of dual 12-inch and 18-inch force mains, 6.4-mgd four-plex submersible pump station and service lateral connections to approximately 500 residential units.

East Frankfort Interceptor, Phase III PER | Frankfort Sewer Department | Frankfort, Kentucky

Project Director – Study, conceptual design, and preliminary engineering report for a new interceptor sewer around the east and north side of Frankfort, KY. The interceptor will execute the first step in Frankfort Sewer Department's Long Term Control Plan. The proposed project includes installation of approximately 11,000 LF of 36-inch diameter gravity sewer around the east side of the FSD service area, rehabilitation of approximately 3,000 LF of interceptor sewer, a 3 MG wet weather storage facility, manholes, two sets of double barrel siphons (one set under the Kentucky River and one set under Cove Spring Park), control gates, flow control/metering, and SCADA integration.



DATA MINING & VISUALIZATION TEAM LEAD

Elizabethtown Stormwater Master Planning | Stormwater Management Department | Elizabethtown, Kentucky

Technical Lead responsible for developing and maintaining a planning level hydraulic model for the City of Elizabethtown. Stantec used the hydraulic model to evaluate and provide recommendations for the capacity of existing pipes, culverts, and open channels; additional and current detention storage, diverting of peak flows from known problem areas, and possible acquisitions of flood-prone areas. Stantec used the results from the modeling to provide planning level recommendations totaling approximately 70 million dollars and over 57 Capital Improvement Projects (CIPs). Stantec was also able to quickly identify two flood-prone areas as possible candidates for funding through FEMA's Hazard Mitigation Grant Program (HMGP).

Stormwater Evaluation & Design | Lexington-Fayette Urban County Government | Lexington, Kentucky

Project Manager for Stantec's multi-year Stormwater Indefinite Service Contract with LFUCG. From contract award in late 2019 to date, Jason has successfully completed the evaluation and development of mitigation solutions for the Beaumont Woods and Kearney Hills detention basins. 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.

Woodhill/Peachtree Neighborhood Stormwater Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky

Project Manager for the stormwater analysis and design of improvements to alleviate localized urban flooding in Lexington. Scope includes: Preliminary Engineering Report, hydrologic and hydraulic modeling/analysis, development of solution alternatives, preparation of design drawing and specifications, preparation of opinion of probable construction cost, geotechnical investigation, permitting, easement, bidding and construction services.

Loch Lomond Stormwater Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky

Technical Lead for the analysis and design of a stormwater sewer to alleviate residential flooding along Loch Lomond Drive. Project was identified on LFUCG's Stormwater Priority Project List and included for design and construction as part their 2008 Stormwater Capital Improvement Program. Project included distributing drainage questionnaires, field data collection, SWMM modeling, engineering design, and develop of design drawing, specifications, and bid documents.

Wilson Downing Flood Mitigation and Water Quality Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky

Technical Lead for mitigation of recurrent flooding on Wilson Downing Road and at nearby apartments in southern Lexington. The project included replacement of an existing undersized box culvert, utility relocations, in-stream water quality enhancements, aquatic habitat enhancement, augmenting existing floodplain storage, reducing stream velocities, and strategic native plantings to improve to water quality. Project elements included hydraulic modeling, alternatives analyses, design and bidding services, and FEMA permitting (CLOMR/LOMR).



Jason Maxwell PE

Lexington, Kentucky

17

Years of relevant experience

EDUCATION

- BS/MS, Bioenvironmental Engineering, University of Kentucky

RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#28686)

Jason has over 17 years' experience in the condition assessment, hydraulic capacity modeling, planning and engineering design of municipal stormwater and sanitary sewer systems. He has extensive project experience working with LFUCG and offers a solid understanding of your technical requirements, project expectations, and has established positive working relationships with DWQ staff. Currently, Jason is leading Stantec's implementation of your Stormwater Indefinite Service Contract.



Bret Lavey PE, ENV SP

Lexington, Kentucky

19

Years of relevant experience

EDUCATION

- BS, Civil Engineering, University of Kentucky

RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#27348)

Bret has 19 years experience in the design, evaluation and hydraulic modeling of wastewater, stormwater and drinking water systems. Since 2012, he has been the leading the hydraulic modeling of Lexington's sanitary sewer system to support LFUCG's Capacity Assurance Program (CAP) and Remedial Measures Program (RMP). Bret is a certified Envision Sustainability Professional and understands the triple-bottom line approach to solving complex water resources problems – balancing the environmental, social, and economic objectives of a project.



HYDRAULIC CAPACITY ANALYSIS TEAM LEAD

Wastewater Capacity Assurance Program Manager | Lexington-Fayette Urban County Government | Lexington, Kentucky

Bret is the Technical Lead for the ongoing implementation of the Capacity Assurance Program (CAP) for LFUCG. The CAP is mandated by federal Consent Decree and requires that LFUCG certify adequate capacity in their wastewater system prior to authorizing new connections or flow increases. Since 2012, Bret has been responsible for leading the hydraulic modeling effort which includes: model maintenance, annual recalibration, and using the hydraulic model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program.

Sanitary Sewer System Assessment (SSSA) Reports and Remedial Measures Plans (RMP's) | Lexington-Fayette Urban County Government | Lexington, Kentucky

Technical Lead for a city-wide sewer system evaluation survey (SSES) of the gravity wastewater conveyance system for the for the Lexington-Fayette Urban County Government. Responsible for field oversight, coordination, QA/QC and condition assessment, for flow monitoring (223 meters), rainfall monitoring (39 gages), manhole inspections (24,250 manholes), smoke testing (5M+ linear feet), groundwater monitoring (167 meters), dye water flooding/testing (129 tests), night flow isolation (425 locations), sewer cleaning and televising (1.2M+ linear feet), raising buried manholes (2,000 raises), and bypass pumping. Pipe sizes included in the assessment ranged from 6 inches to 72 inches in diameter.

Camp Taylor Sanitary Sewer Evaluation Surveys (SSES) | Metropolitan Sewer District of Louisville/Jefferson County | Louisville, Kentucky

Bret assisted on a SSES and rehabilitation project for the Louisville MSD. Responsible for directing and overseeing field efforts, preparing and providing QA/QC of manhole inspection and smoke testing field reports, and assisting in the development of sanitary sewer evaluations and remediation recommendations. Also participated in the selection of rehabilitation efforts to mitigate problems identified during the field activities.

Kentucky American Water Comprehensive Planning Studies | Central Kentucky

Bret has worked with KAW for the last 8 years developing an unparalleled knowledge of their treatment and distribution systems. Since 2015, Stantec has performed all the outsourced hydraulic modeling services for KAW. Building upon this knowledge, Bret served as project manager for the 2018 Comprehensive Planning Study and the on-going 2023 Study. He was responsible for developing and implementing a methodology to establish 20-year demand projections for Fayette County and the other 12 counties within their service area. Bret also led the efforts to develop alternatives to provide or improve service to rapidly growing areas of the system. The evaluation and recommended projects included water supply, treatment, and distribution and storage.



Kurt Zehnder PE

Lexington, Kentucky

19+

Years of relevant experience

EDUCATION

- BS, Civil Engineering, University of Kentucky

RELEVANT REGISTRATION

- Professional Engineer – Kentucky, Ohio

Mr. Zehnder has over 19 years of experience in planning and design of water and wastewater projects including water distribution, storage, pumping and treatment facilities, as well as wastewater collector sewers, interceptor sewers, pumping stations and treatment plants.

Hazen

CAPITAL & OPERATING COST PROJECTIONS TEAM LEAD

Sanitary Sewer Capability Study for Rural Service Area | LFUCG | Lexington, Kentucky

Project Engineer - Planning services to include detailed alternative and cost development to provide sanitary sewer service to 30,000+ acres of unsewered area in surrounding Rural Service Area of Fayette County. Alternatives presented consisted of trunk sewers to 48-inch in diameter, force mains to 42-inch in diameter, and pump stations to 33 mgd in size.

Remedial Measures Plan (RMP) Implementation and Program Management Services | LFUCG | Lexington, Kentucky

Project Manager – Assist in the creation of RMP project Conceptual Design Technical Memorandums (CDTM), project alternatives, RMP construction schedules, QA/QC reviews, Design Alternative Optimization (DAO) workshops for multiple RMP projects, and technical specification writing and creation. Manage construction projects for LFUCG-DWQ (RMP) through project design, bidding, construction, and closeout. Duties include maintaining contract directives, RMP schedule deadlines and capacity requirements, monthly progress meetings, shop drawing review, application for payment review and approvals, managing field orders, change orders and request for information.

Scott County South Sewer Extension, PER | GMWSS | Georgetown, Kentucky

Project Manager – Study, conceptual design, alternatives analysis, and preliminary engineering report (PER) to identify the most practical solution for the SSE improvements. This evaluation and PER included an evaluation of existing data, pump station capacities, and flow projections leading to an alternative's evaluation, 20-year present worth analysis, O&M costs, and construction estimates to provide sanitary sewer service to two mobile home parks (500 units) and to provide sewer capacity to the south side of Georgetown. The entire system includes approximately 34,145 LF of 8-inch to 27-inch gravity sewers, 103 precast manholes, 6,378 LF of dual 12-inch and 18-inch force mains, 6.4-mgd four-plex submersible pump station and service lateral connections to approximately 500 residential units.

East Frankfort Interceptor, Phase III PER | Frankfort Sewer Department | Frankfort, Kentucky

Project Manager – Study, conceptual design, and preliminary engineering report for a new interceptor sewer around the east and north side of Frankfort, KY. The interceptor will execute the first step in Frankfort Sewer Department's Long Term Control Plan. The proposed project includes installation of approximately 11,000 LF of 36-inch diameter gravity sewer around the east side of the FSD service area, rehabilitation of approximately 3,000 LF of interceptor sewer, a 3 MG wet weather storage facility, manholes, two sets of double barrel siphons (one set under the Kentucky River and one set under Cove Spring Park), control gates, flow control/metering, and SCADA integration.

Phase I Collector Sewer Project | LORCO | Lorain County, Ohio

Project Engineer -Design and construction administration services for creation of new \$30 million rural wastewater district consisting of approximately 50 miles of 8-inch and 10-inch collector sewers; 3-inch to 12-inch interceptor sewers; 3-inch to 16-inch force mains; 15 pumping stations ranging from 100 gpm to 2,300 gpm in capacity. Phase I serves 5,000 existing and proposed homes within 12,000 acres primarily with a combination of conventional gravity collector and interceptor sewers, with areas of less dense population and rolling topography served by low pressure grinder sewers.



Ed Holmes AICP

Lexington, Kentucky

35+

Years of relevant experience

EDUCATION

- BA, Urban Planning & Design, University of Cincinnati

STAKEHOLDER OUTREACH

EXPERIENCE

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States.

SPECIALTIES

Urban planning / urban design, comprehensive planning, zoning and subdivision regulation plans, neighborhood plans, housing market studies, community engagement and outreach. He has been recognized by the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his planning efforts in comprehensive and neighborhood planning, environmental justice and farmland preservation.

Newtown Pike Extension, Lexington, Kentucky

EHI managed and led a design team of professionals in the planning and redevelopment of the Southend Park Neighborhood. This project consisted of the planning, design and redevelopment of a 25-acre urban neighborhood near downtown that was recently impacted by the extension of the Newtown Pike Roadway.

LFUCG Sustainable Growth, Lexington, Kentucky

EHI developed and implemented a stakeholder and engagement strategy that was designed to be inclusive of all interested and affected participants, groups and concerned citizens that have participated in previous comprehensive plan updates along with efforts to reach other non-traditional citizens that seldom get engaged in the process.

Liberty Road East Lexington Trail, LEXINGTON, KENTUCKY

EHI was tasked community outreach for the Liberty road East Lexington trail project. EHI provided public outreach along the Liberty road corridor by contacting adjacent residents and businesses with the use of yard sign and door-to-door surveying to provide public input on traffic safety and trail connectivity.

LFUCG Exactions - Stakeholder Engagement Plan, Lexington, Kentucky

Working in partnership with LFUCG the STANTEC team EHI designed and deployed innovative, inclusive strategies that directly engaged the affected stakeholders within the Expansion Area Master Plan (EAMP) Exactions Program. EHI ensured that all the affected parties/stakeholders were given an opportunity to provide their input.



Adam Garner PE

Lexington, Kentucky

EDUCATION

BS, Biosystems
Engineering, University of
Kentucky

REGISTRATIONS

Professional Engineer –
Kentucky (#37159)

DATA MINING & VISUALIZATION



Adam is a Civil Engineer with more than six years' experience with site/civil and water resources projects which include infrastructure condition assessment, H&H modeling, field oversight, flow monitoring, and design. He has in-depth knowledge with software applications such as PC-SWMM, HEC-RAS, HEC-HMS, ArcGIS, AutoCAD Civil 3D, and Stantec's proprietary flow monitoring software (SFM). Adam has experience in assessing critical infrastructure and is certified in the industry standard Lateral, Manhole, and Pipeline Assessment Certification Programs (LACP/MACP/PACP) through the National Association of Sewer Service Companies (NASSCO).

PROJECT EXPERIENCE

- New Circle Road Trunk Sewers A & B and Liberty Road Sanitary System Improvements, Lexington, Kentucky, Design Engineer, 2019-2022
- Liberty Road Trunk Sewer Sanitary System Improvements, Lexington, Kentucky, Project Engineer, 2019-2022
- LFUCG Capacity Assurance Program (CAP) and Sanitary Sewer Flow Monitoring, Fayette County, Kentucky, Project Engineer, 2018 to present
- Greensboro Stormwater Master Planning, City of Greensboro, Guilford County, North Carolina, Project Engineer, 2022 to present
- Peachtree Road / Woodhill Drive Storm Sewer Improvements, Lexington, Kentucky (Project Engineer)
- City of Bardstown Water and Sewer Improvements, Nelson County, Kentucky, Project Engineer, 2019-2020



Tanner Goff EIT

Lexington, Kentucky

EDUCATION

BS, Civil Engineering,
University of Kentucky

DATA MINING & VISUALIZATION



Tanner is a Water Resources Engineer-In-Training with over three years of varied project experience in construction inspection & management, stormwater modeling, municipal water modeling & design, & sanitary sewer modeling. Tanner has experience utilizing software applications such as PCSWMM, AutoCAD Civil 3D, HEC-HMS, KYPipe, and geographic information systems (GIS) to aid in engineering design and analysis.

PROJECT EXPERIENCE

- Sanitary Sewer Capacity Assurance Program - LFUCG | LFUCG | Lexington, Kentucky, United States | 2022-Present | Project Engineer
- Sanitary Sewer Utility Relocation | Sanitation District No. 1 of Northern Kentucky | Independence, Kentucky, United States | 2022-2023 | Project Engineer
- Whispering Trail Stormwater Analysis | Sanitation District No. 1 of Northern Kentucky | Union, Kentucky, United States | 2022 | Project Engineer
- Philpott Dam Landslide Mitigation | USACE, Wilmington District | Bassett, Virginia, United States | 2022-2023 | Project Engineer
- Drinking Water Utility Relocation along KY536/Mount Zion Road | Northern Kentucky Water District | Independence, Kentucky, United States | 2022-2023 | Project Engineer
- Evaluation of Exactions Program | LFUCG | Lexington, Kentucky, United States | 2023 | Project Engineer



Mike Asalon PE

Lexington, Kentucky

EDUCATION

BSCE, University of Kentucky

REGISTRATIONS

Professional Engineer – Kentucky

CAPITAL & OPERATING COST PROJECTIONS TEAM LEAD

Mr. Asalon has 18 years of experience in site development planning and design including water and sewer conveyance projects. His experience includes the layout and design of water and sewer mains, cost estimating, pavement restoration, sediment and erosion control and maintenance of traffic plans.

PROJECT EXPERIENCE

- East Frankfort Interceptor Improvements Phase III, Frankfort, KY
- South Sewer Extension, Georgetown Municipal Water and Sewer Service, Georgetown, KY
- Qualified Infrastructure Planning Year 3 Projects, Kentucky American Water, Lexington, KY
- Qualified Infrastructure Planning Year 4 Projects, Kentucky American Water, Lexington, KY
- Dayton WRF Anaerobic Digestion, City of Dayton, OH
- Lake Huron WTP High Lift Pump Station Improvements, GLWA, Fort Gratiot, MI
- Smuckers Building Expansion, Lexington, KY



Sean FitzGerald PE

Cincinnati, Ohio

EDUCATION

BS/MS, University of Cincinnati

REGISTRATIONS

Professional Engineer – Kentucky, Ohio, New York, Texas, Minnesota

CAPITAL & OPERATING COST PROJECTIONS TEAM LEAD

Mr. FitzGerald has 31 years of collection system experience and currently serves as Hazen's asset management group leader. He has extensive experience in conveyance asset management helping numerous utilities develop and implement programs to proactively plan for operations, assessment and renewal.

PROJECT EXPERIENCE

- Remedial Measures Plan (RMP) Implementation and Program Management Services, LFUCG, Lexington, KY
- CMOM Implementation, LFUCG, Lexington, KY
- Lexington and Payne CSO Interceptor, Louisville MSD, Louisville, KY
- Downtown CSO Interceptor, Louisville MSD, Louisville, KY
- Middlebury Separation Green Project, CSO Rack 5 and 7, Akron, OH
- Manhattan Harbor In-line Storage Study and Design, SD1 of Northern Kentucky, Fort Wright, KY
- Lower Mill Creek Partial Remedy Post Construction Monitoring Program Management, MSDGC, Cincinnati, OH
- Tweed and Wakefield Sewer Project, MSDGC Cincinnati, OH

Section 5 includes the requested four (4) Firm Reference projects. Table 3.1 summarizes each individual in our Organizational Chart and their participation on these projects.

TABLE 3.1 TEAM MEMBERS EXPERIENCE ON REFERENCE PROJECTS

Individual	Sanitary Sewer Assessments	Wastewater Capacity Assurance Program	Remedial Measures Plan Development & Implementation*	2018/2023 Comprehensive Plan
¹ Joe Herman	X	X	X	
² Jon Schubarth			X	
¹ Jason Maxwell	X	X	X	X
¹ Adam Garner		X		
¹ Bret Lavey	X	X	X	X
¹ Tanner Goff		X		X
² Kurt Zehnder			X	
² Michael Asalon			X	
³ Ed Holmes			X	

* Stantec and EHI Team Members responsible for Remedial Measures Plan Development phase only.

¹ Stantec

² Hazen and Sawyer

³ EHI Consultants

RISK MANAGEMENT PLAN

The consultant team you select presents LFUCG with two primary risks—potential loss of key personnel and potential conflicts of interest.

KEY PERSONNEL

Due to the short project duration, the risk presented by loss of key personnel is small, but is 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 missing a beat 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 people stick around. Stantec's Lexington office boasts an annual voluntarily turnover rate that is consistently below the national average for comparable engineering firms. In fact:

- Project Manager Joe Herman recently celebrated his 25th anniversary with Stantec.
- Our task leaders, Bret Lavey, and Jason Maxwell, have spent their entire engineering careers with Stantec (19 and 17 years, respectively).
- We've maintained an office in Lexington since 1966.

CONFLICT OF INTEREST

Analysis involving potential future development in the Rural Service Areas can create the potential (either real or perceived) for a conflict of interest for engineering firms who service the development community.

Stantec does not provide engineering services to the land development community in Fayette county (or any of its adjoining counties). This allows us to avoid any real/perceived conflict of interest in evaluating the sewerability in the Rural Service Areas and has contributed to our ability to provide unbiased results on your Exactions Program, Sustainable Growth Study and as your CAP Consultant.

SECTION 4

Client References



4. 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.

TABLE 4.1 CLIENT REFERENCE INFORMATION

Client	Contact Information	Project Name(s)*
Lexington-Fayette Urban County Government (LFUCG)	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 • Remedial Measures Plan Development • Watershed Team 4 Wastewater Design
	Craig Bencz, AICP Administrative Officer Sr. Office of the Chief Development Officer (859) 258-3430 cbencz@lexingtonky.gov	<ul style="list-style-type: none"> • Exactions Program Evaluation • Sustainable Growth Study
Kentucky American Water	Krista Citron, PE Senior Project Engineer Phone: (859) 268-6352 krista.citron@amwater.com	<ul style="list-style-type: none"> • Planning Study • Ford Hampton Pump Station • Cox Street Pump Station
Louisville and Jefferson County Metropolitan Sewer District (MSD)	John Loechle, PE Senior Infrastructure Manager (502) 540-6000 john.loechle@louisvillemsd.org	<ul style="list-style-type: none"> • Camp Taylor Sanitary Sewer Evaluation and Rehabilitation • Nightingale Sanitary Sewer Evaluation and Rehabilitation
Sanitation District No. 1 of Northern Kentucky (SD1)	Sean Blake Senior Manager (859) 578-7468 sblake@sd1.org	<ul style="list-style-type: none"> • Fowlers Fork Master Plan • Whispering Trail Stormwater Study

*Projects in bold text are Firm Reference Projects included in Section 5.

One or more persons identified in our Organizational Chart presented in Section 3 provided a significant contribution on each project listed above.

SECTION 5

Reference Projects



5. REFERENCE PROJECTS

SANITARY SEWER ASSESSMENTS

LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
2008 - 2012 | CONSTRUCTION COST: N/A



RELEVANT PROJECT FEATURES:

- Sewer Engineering Assessments
- Field Inspections & Data Collection
- Data Management
- Rainfall & Flow Monitoring
- Public Engagement / Questionnaires

← *We successfully delivered the largest SSES ever completed on Lexington's sanitary sewer system.*

DESCRIPTION

We led sanitary sewer evaluation survey (SSES) activities and performed an engineering assessment on all seven (7) of your sewersheds and the Blue Sky Rural Service Area. As the prime Engineering Consultant, we were responsible for overall project management, investigation/assessment strategy, field coordination, data management, and QA/QC of all SSES investigations. Specific SSES field services include: rainfall and flow monitoring (139 rain gages and 223 flow meters), groundwater monitoring (167 sites), dye water flooding/testing (129 flooding locations), night flow isolation (425 isolations), visual manhole inspections (24,250 manholes), smoke testing (5,041,850 linear feet), and sewer cleaning and television inspection (1,260,520 linear feet) on sanitary sewer pipes ranging in size from 6 inches to 54 inches in diameter.

We reviewed SSES information collected in the field to identify I/I sources and assess the structural condition of the sewer system. Our condition assessment supported

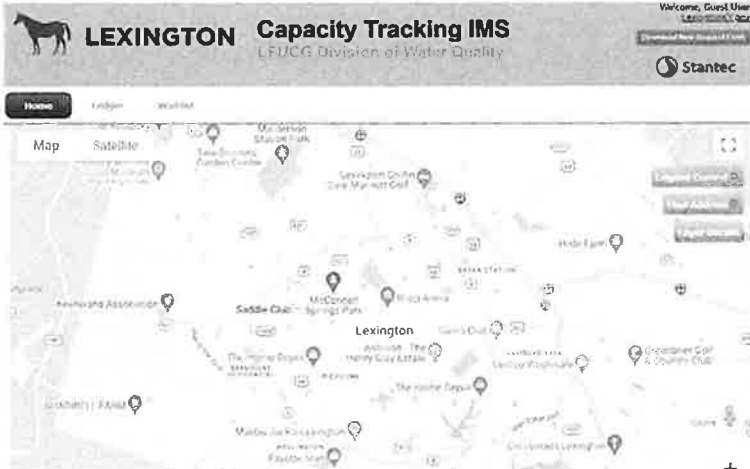


development of your \$600M Remedial Measures Plan and used to guide and prioritize your ongoing annual collection system rehabilitation program. The large volume of collected inspection information was synthesized into thematic map books to more effectively allow LFUCG to understand system condition and translate observed deficiencies into actions/projects.

In the Group 1 Sewersheds, we completed the work approximately \$114,000 under budget. In the Groups 2 and 3 Sewersheds, LFUCG's field services contractor had to be terminated and jeopardized submission of SSA deliverables to the EPA and Kentucky EPPC within the deadlines prescribed in the Consent Decree. We successfully aided LFUCG in on-boarding a new contractor, implemented an aggressive corrective action plan, and completed our engineering assessment in record time, allowing for timely submission of the Consent Decree deliverables.

SYSTEM CAPACITY ASSURANCE PROGRAM

LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
2012 - ONGOING | CONSTRUCTION COST: N/A



RELEVANT PROJECT FEATURES:

- Wastewater Capacity Assessment
- Future Flow Forecasting
- Hydraulic Evaluation/Sizing Of Capital Improvements
- Adequate Capacity Certifications

← Since 2012, we have been responsible for monitoring existing hydraulic capacity in your wastewater system and evaluating the impact of proposed development activity and capital improvements.

DESCRIPTION



We have served as your System Capacity Assurance Program (SCAP) Manager since 2012. In this role, we are responsible for providing hydraulic modeling support and model maintenance for your wastewater conveyance and transmission system. Specific accomplishments include:

- Completed technical reviews on over 1,400 sewer capacity requests for proposed development activities in Fayette County since the July 3, 2013 program launch.
- Developed hydraulic model simulation request and reporting protocols to support effective communication/documentation of model results to LFUCG's Remedial Measures Program (RMP) Team.
- Completed over 450 hydraulic modeling requests to support DWQ and RMP project planning and design efforts.
- Supported annual temporary flow monitoring efforts (2014 – 2022) by identifying rainfall/flow monitoring needs and analyzed collected data to assess available hydraulic capacity in LFUCG's wastewater collection and transmission systems;
- Performed annual updates/recalibration to the hydraulic model based on annual flow monitoring data and completed capital improvements in the sewer system.
- Assisted LFUCG and the RMP Team by performing sewer modeling to evaluate potential capital improvements for non-Consent Decree SSOs and problem areas;
- Provided technical support regarding inflow and infiltration removal and capacity-related issues as requested by LFUCG.
- Led the SCAP Task Force meetings with Urban County Council members, LFUCG Divisions/Departments, and community stakeholders to review and evaluate proposed program elements.
- Prepared a SCAP Task Force Recommendations report that was approved by the Urban County Council.
- Developed a web-based portal (CTIMS) for managing and tracking capacity allocations that includes a public-facing component to foster transparency within the SCAP.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REMEDIAL MEASURES PLAN DEVELOPMENT
 LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 STANTEC DATES: 2010 – 2013; HAZEN DATES: 2012 – ONGOING | CONSTRUCTION COST: \$600M



RELEVANT PROJECT FEATURES:

- Wastewater Infrastructure Master Planning
- Conceptual Design
- Capital Cost Opinions
- Hydraulic Modeling

← *We developed your Remedial Measures Plan - the blueprint for restoring adequate capacity in your existing wastewater system.*

DESCRIPTION

Stantec and Hazen partnered to develop a \$600M+ capital improvement plan for the Lexington-Fayette Urban County Government (LFUCG). The resulting Remedial Measures Plan (RMP) outlined a 10+ year wastewater capital improvement program that positions LFUCG to successfully achieve their federal Consent Decree obligations.

Our Team was responsible for performing conceptual design and hydraulic evaluation of various mitigation alternatives aimed at eliminating SSOs. Alternatives evaluated included: wet weather storage tanks, relief sewers, inflow/infiltration (I/I) removal, and traditional treat and transport solutions.

Plan formulation and wastewater alternatives development included estimation of existing and future dry weather and weather sewer flows. Alternatives also considered condition information collected during LFUCG's Sanitary Sewer Assessments.

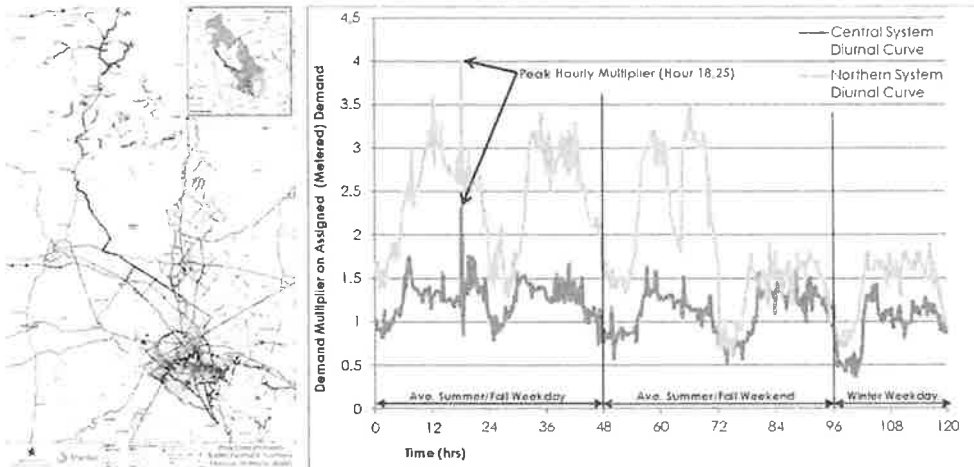


Each alternative was conceptually designed/sized to successfully mitigate SSOs and accommodate proposed growth projections in developable areas. Hydraulic capacity analysis/modeling were performed to verify that proposed alternatives would allow certification of adequate capacity in LFUCG's wastewater conveyance and transmission systems.

Planning-level cost opinions were developed for each solution to aid LFUCG decision makers in finalizing the Plan and understanding capital funding needs.

At the conclusion of Plan development, and its subsequent approval by the Kentucky Energy and Environmental Cabinet (EEC) and U.S. Environmental Protection Agency (EPA), Stantec has supported LFUCG in design of several RMP projects. Hazen serves as LFUCG's RMP Consultant responsible for supporting management and implementation of the Plan.

2018 AND 2023 COMPREHENSIVE PLANNING STUDIES AND VARIOUS ENGINEERING SERVICES
 LEXINGTON, KENTUCKY | KENTUCKY AMERICAN WATER
 2019 – ONGOING | CONSTRUCTION COST: N/A



RELEVANT PROJECT FEATURES:

- Flow Demand Projections
- Hydraulic Modeling
- Infrastructure Master Planning
- Distribution and Treatment System Alternatives

DESCRIPTION

Kentucky American Water (KAW) serves about 130,000 customers (500,000+ population) across 13 counties in Central Kentucky. For nearly a decade, Stantec has provided all of KAW's outsourced hydraulic modeling support. As part of that effort, Stantec has been supporting KAW's most recent Comprehensive Planning Studies for the 2018 and 2023 updates. Based on Stantec's involvement with various projects throughout the distribution and treatment systems and long-term upkeep of their hydraulic model, KAW requested that Stantec provide support in the development of planned capital improvements for the system. Projects were identified for potential implementation within the next 5 to 10 years based on an anticipated population projection over the next 10 to 30 years.

As part of the effort, Stantec developed 20-year demand projections throughout Fayette County and others in Central Kentucky as part of KAW's service area. Those projections were developed based on evaluation of Planning data, land use evaluations, and other publicly available GIS

data. The foundation of the planning study is the hydraulic model developed by Stantec in 2015. That effort included transitioning from their current Central and Northern Division skeletonized models to an "all-pipes" model, from 3,658 nodes and 1,265 miles of pipe to 31,390 nodes and 2,098 miles of pipe, geocoding and appropriately allocating demands across 120,000+ metered locations, and setting the model up for future efforts (water quality analyses and real-time predictive modeling). Following that effort, KAW sought various design, modeling, and permitting support services.

In addition to long-term demand projections, Stantec evaluated distribution and treatment project alternatives to meet those needs. Several projects were identified along the growing corridor of I-64 and Winchester Road towards Clark County in eastern Fayette County, where significant activity outside the urban service boundary is already presenting potable water demand challenges.



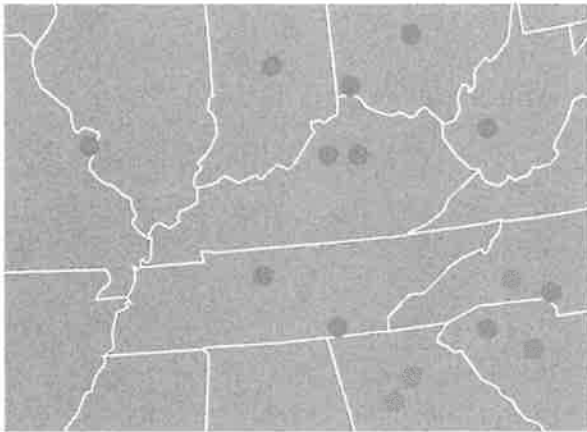
SECTION 6

Local Office





Stantec's Lexington office at 3052 Beaumont Centre Circle



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.

6. LOCAL OFFICE

OFFICE STATUS

We will execute work on this contract from our Lexington office, which is staffed with more than 250 professionals. The Stantec community unites more than 26,000 employees working in over 400 locations across 6 continents. While we don't anticipate a need to call on additional resources, they are only a phone call away should we require any specialty services or expertise.

LOCATION OF EMPLOYEES

The tables 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 Manager and Team Leads are all located in Lexington. That means that LFUCG will benefit from:

- Ready access to our key team members;
- An engineering team with a solid understanding of Lexington infrastructure, your technical requirements, and has established positive working relationships with DWQ staff; and
- A trusted partner with a vested interest in this project. We live and work here too, and want to help you deliver a successful outcome!

TABLE 6.1 LOCATION OF NAMED INDIVIDUALS IN ORGANIZATIONAL CHART

Individual	Role on Project	Firm	Location
Joe Herman, PE	Project Manager	Stantec	Lexington, KY
Jon Schubarth, PE	Independent Technical Review	Hazen	Lexington, KY
Sean FitzGerald, PE	Independent Technical Review	Hazen	Cincinnati, OH
Jason Maxwell, PE	Data Mining & Visualization	Stantec	Lexington, KY
Adam Garner, PE	Data Mining & Visualization	Stantec	Lexington, KY
Bret Lavey, PE	Hydraulic Capacity Analysis	Stantec	Lexington, KY
Tanner Goff, EIT	Hydraulic Capacity Analysis	Stantec	Lexington, KY
Kurt Zehnder, PE	Capital & Operating Cost Projections	Hazen	Lexington, KY
Michael Asalon, PE	Capital & Operating Cost Projections	Hazen	Lexington, KY
Ed Holmes, AICP	Stakeholder Outreach	EHI	Lexington, KY

TABLE 6.2 TEAM OFFICE LOCATIONS

FIRM	LOCATION	YEAR ESTABLISHED	LOCAL OFFICE STAFF COUNT	LOCAL OFFICE UTILIZATION*
STANTEC	LEXINGTON, KY	1966	250	100%
HAZEN	LEXINGTON, KY	2004	13	90%
EHI	LEXINGTON, KY	1995	2	100%

* Estimated percentage of potential project services to be performed by local office.

SECTION 7

Disadvantaged Business Enterprise (DBE) Involvement



7. DBE INVOLVEMENT

We have teamed with **EHI Consultants (EHI)** for this project. EHI is a Minority-Owned Business Enterprise (MBE) headquartered in Lexington, Kentucky. They are a designated HUBZone, Disadvantaged Business Enterprise and member of the Tri-State Minority Supplier Development Council and have been providing consulting services in Lexington since 1995.

EHI has a strong background in facilitating effective stakeholder engagement. The scope of work identifies meetings with the Division of Water Quality staff, a milestone meeting Division of Planning, as well as presentations to the Planning Commission and the Urban County Council. It is anticipated that these meetings can be adequately managed with Team resources from Stantec and Hazen. While not specifically identified in the scope of work, we anticipate that LFUCG may elect to engage external stakeholders (Fayette Alliance, Commerce Lexington, Lexington Home Builders Associations, etc.) to present findings from the report and/or solicit feedback or mine additional information about each area. Understanding the controversial nature of any proposed change in the Urban Service Boundary, we have added EHI to the Team to lead any external stakeholder outreach/engagement efforts that may be requested.



Ed Holmes and EHI have extensive experience in successfully managing stakeholder outreach and engagement efforts. Notably, EHI recently provided similar services with Stantec on evaluation of LFUCG's Exactions Program and partnered with Stantec on your Sustainable Growth Study. The former project focused on dissolution of the Exactions Program in the existing Expansion Areas and involves many of the same stakeholders and issues that are relevant to the 12 identified areas in the Sewer Capability Study. The Sustainable Growth Study focused on developable areas within the Urban Service Boundary and provides EHI with an educated perspective of the development challenges and opportunities within Fayette County.

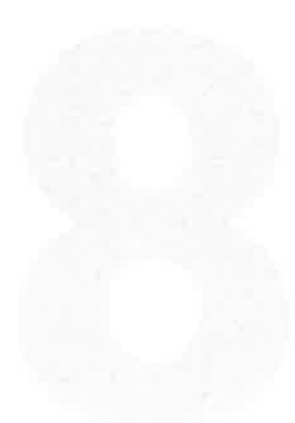
Other services EHI provides incorporate urban design, neighborhood planning, bicycle and pedestrian facilities, comprehensive plans, highway planning and roadway engineering, as well as public meeting facilitation, community engagement and outreach.

Ed Holmes, EHI's owner and president, served as Director of Planning for the Bluegrass Area Development District for over 16 years and understands the challenges and issues associated with changes to Urban Service Boundary.

EHI's role on the Team complements their core strengths and builds upon our experience successfully teaming together on evaluation of your Exactions Program and Sustainable Growth Study.

SECTION 8

Lump Sum Fee Estimate



8. LUMP SUM FEE ESTIMATE

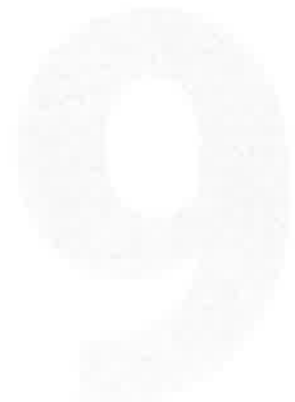
Our Lump Sum fee estimate to perform the scope of services outlined in your RFP is presented in Table 8.1. Tasks in the table mirror those in your RFP.

TABLE 8.1 LUMP SUM FEE ESTIMATE

NO.	TASK DESCRIPTION	FEE
1	Prepare 60% Submittal & Review with LFUCG Staff	\$174,490.00
2	Prepare 90 Submittal & Review with LFUCG Staff	\$104,008.00
3	Submit Final Report & Presentations to Urban County Council /Planning Commission	\$59,204.00
	PROJECT TOTAL	\$337,702.00

SECTION 9

Statement of Hourly Rates



9. STATEMENT OF HOURLY RATES

Hourly rates for personnel expected to work on the project are provided in Table 9.1. Names in bold are the key individual identified in our Organizational Chart in Section 3.

TABLE 9.1 PERSONNEL HOURLY RATES

NAME/TITLE	ASSIGNMENT	HOURLY RATE	FIRM
Joe Herman, PE	Project Manager	\$237.00 / hour	Stantec
Jon Schubarth, PE	ITR	\$240.00 / hour	Hazen
Sean FitzGerald, PE	ITR	\$255.00 / hour	Hazen
Jason Maxwell, PE	Data Mining/Visualization	\$172.00 / hour	Stantec
Adam Garner, PE	Data Mining/Visualization	\$142.00 / hour	Stantec
Bret Lavey, PE	Hydraulic Capacity Analysis	\$225.00 / hour	Stantec
Tanner Goff, EIT	Hydraulic Capacity Analysis	\$133.00 / hour	Stantec
Kurt Zehnder, PE	Capital & Operating Cost Projections	\$205.00 / hour	Hazen
Michael Asalon, PE	Capital & Operating Cost Projections	\$165.00 / hour	Hazen
Ed Holmes, AICP	Stakeholder Outreach	\$200.00 / hour	EHI
Rita Singer	Reporting/Presentations	\$120.00 / hour	Stantec
Daniel Honeycutt	Capital & Operating Cost Projections	\$120.00 / hour	Hazen
David Cridlebaugh	Data Mining/Visualization	\$165.00 / hour	Hazen
Ryan Holmes, AICP	Stakeholder Outreach	\$175.00 / hour	EHI
Mike Peak, PE	Stakeholder Outreach	\$140.00 / hour	EHI

ATTACHMENTS

Required Forms

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Joe Herman Title: Senior Principal

Telephone Number: (859) 422-3043 Fax Number: (859) 422-3100

Email address: joe.herman@stantec.com

AFFIDAVIT

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

1. His/her name is Joe Herman 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.

Jon J. Am

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Stantec Consulting Services Inc. on this the 17th day
of March, 2023.

My Commission expires: August 25, 2026

Rita W Sartori KYNP56324
NOTARY PUBLIC, STATE AT LARGE



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 Demark Date: 3 / 16 / 23
Information Team Lead, Marketing (Name and Title)

Revised 2015-Dec-15

CO= L357814
 U= L357814

EQUAL EMPLOYMENT OPPORTUNITY
2021 EMPLOYER INFORMATION REPORT EEO-1
CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. STANTEC
 61 COMMERCIAL STREET
 ROCHESTER, NY 14614

2a. 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

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR. OFFICIALS & MGRS	0	0	6	0	0	0	0	0	1	0	0	0	0	0	7
FIRST/MID OFFICIALS & MGRS	52	29	1005	13	3	50	0	13	368	6	1	18	1	6	1565
PROFESSIONALS	275	184	2662	76	4	314	6	46	1428	53	0	228	4	42	5322
TECHNICIANS	69	18	519	17	1	30	3	10	108	4	0	12	0	2	793
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	10	44	27	2	1	1	0	0	268	26	4	17	0	3	403
CRAFT WORKERS	1	0	15	0	0	0	0	0	1	0	0	0	0	0	17
OPERATIVES	0	0	8	0	0	0	0	0	0	0	0	0	0	0	8
LABORERS & HELPERS	0	0	7	0	0	0	0	0	0	0	0	0	0	0	7
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	407	275	4249	108	9	395	9	69	2174	89	5	275	5	53	8122
PREVIOUS REPORT TOTAL															

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 # 15-2023

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. EHI Consultants Ed Holmes 333 W Vine St, Lexington, KY 40507 (859) 425-4881 holmes@ehiconsultants.com	MBE	stakeholder engagement (if needed)	TBD	TBD
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

3/22/2023
Date

Joe Herman 
Company Representative

Senior Principal
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 15-2023

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 Joe Herman
Address/Phone/Email 3052 Beaumont Centre Cir., Lexington, KY 40513 859-422-3043 joe.herman@stantec.com	Bid Package / Bid Date Sewer Capability Study / March 22, 2023

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
EHI Consultants 333 W Vine St Lexington, KY 40507	Ed Holmes	(859) 425-4881 holmes@ehiconsultants.com	3/7/2023	stakeholder engagement (if needed)	email	TBD	MBE (AA)	See Good Faith Effort Documentation concerning Veteran owned business participation.

(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
3/22/2023
 Date

Joe Herman
 Company Representative

LFUCG STATEMENT OF GOOD FAITH EFFORTSBid/RFP/Quote # 15-2023

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.

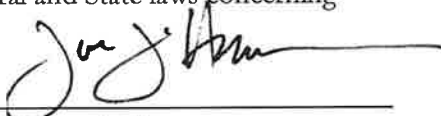
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the 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
 3/22/2023

Date

Joe Herman 

Company Representative
 Senior Principal

Title

From: [Connie Allen](#)
To: [Herman, Joe](#)
Subject: Re: LFUCG RFP#15-2023 (Sewer Capability Study)
Date: Friday, March 17, 2023 10:27:51 AM

Joe,
Thanks for thinking of me, but, there's absolutely no way I could give you any time here in the next 5 or 6 months.
Good luck to you...

On Mar 17, 2023, at 09:48, Herman, Joe <Joe.Herman@stantec.com> wrote:

Connie –

LFUCG has issued an RFP to look into providing wastewater service to twelve areas currently outside their Urban Service Boundary. LFUCG has a 3% VOSB procurement goal for this RFP. The Team we have constructed could use someone to look at each geographic area and identify non-developable portions (wetlands, floodplains, environmentally sensitive, culturally significant, etc.) within each geographic area. Is this something SRE would be interested in joining Stantec's Team to perform. If awarded, the schedule is pretty aggressive. We would have kickoff meeting on April 3rd and have to have 60% report a month later, 90% report a month after that, and final report submitted June 15th. We'd need your work pretty much done by end of April.

Proposal is due on 3/22/23 (Wednesday), but all I would need from you to support the proposal effort would be basic info on your firm (# of employees, office location and year established) and a resume for yourself.

Please let me know if SRE would or would not be interested.

Thanks!

Joe Herman PE
Senior Principal

Direct: 859 422-3043
Mobile: 859 806-9282
joe.herman@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



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

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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: [Garrett Dean](#)
To: [Herman, Joe](#)
Subject: Re: LFUCG RFP#15-2023 Sewer Capability Study
Date: Sunday, March 19, 2023 9:22:27 AM

Hi Joe -

Unfortunately, this is a timeline I cannot accommodate. Too much going on at the moment and no room for additional projects.

I look forward to the next one!

Respectfully,

Garrett Dean, PE, PMP

President

LONE CAMEL, PLLC

Cell 316-680-1910

garrett@lone-camel.com

On Fri, Mar 17, 2023 at 3:11 PM Herman, Joe <Joe.Herman@stantec.com> wrote:

Dean –

LFUCG has issued an RFP to look into providing wastewater service to twelve areas currently outside their Urban Service Boundary. LFUCG has a 3% VOSB procurement goal for this RFP. The Team we have constructed could use someone to look at each geographic area and identify non-developable portions (wetlands, floodplains, environmentally sensitive, culturally significant, etc.) within each geographic area. Is this something Lone Camel has the expertise/capacity to perform? If awarded, the schedule is pretty aggressive. We would have kickoff meeting on April 3rd and have to have 60% report a month later, 90% report a month after that, and final report submitted June 15th. We'd need your work pretty much done by end of April.

Proposal is due on 3/22//23 (Wednesday), but all I would need from you to support the proposal effort would be basic info on your firm (# of employees, office location and year established) and a resume for yourself. If your info hasn't changed since

our last pursuit together, I can also go with what we already have on file.

Please let me know if Lone Camel would or would not be interested.

Thanks!

Joe Herman PE

Senior Principal

Direct: 859 422-3043

Mobile: 859 806-9282

joe.herman@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



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EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

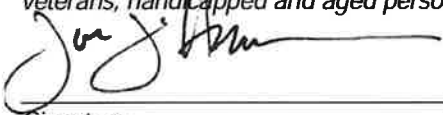
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Stantec Consulting Services Inc.
Name of Business

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

3/22/2023

 Date

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

3/22/2023

Date

Edit Bid Response for RFP-15-2023 (Sewer Capability Study)

[Return](#)
[No Bid](#)
[Documents](#)
[Response History](#)
[Bid History](#)
[Error Check Response](#)

Bid Number RFP-15-2023 (Sewer Capability Study)

Close Date & Time 3/22/2023 02:00:00 PM (ET)

Time Left 6 days 21 hours 37 minutes 19 seconds



Response Status **NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.**

[Event Details](#)
[Questions](#)
[Attachments](#)
[Response Attachments](#)
[Response Submission](#)

Bid Questions

Question Cutoff Date: 3/13/2023 04:00 PM (ET)

Question In the RFP document, under General Submittal Requirements, Item 2, Firm Qualifications, we're asked to describe qualifications that demonstrate proficiency with "traditional Sanitary Sewer Evaluation Survey (SSES), Sanitary Sewer Assessment (SSA) and/or comprehensive draining study within an urban setting." Please confirm/clarify that these are the items our response should address for this RFP for the Rural Service Area Sewer Capability Study. Thank you.

Answer *yes, demonstrated experience in these areas would enhance LFUCG's understanding of the proposer's experience and capabilities."*

Submitted 3/13/2023 03:23:12 PM (ET)

Items 1 - 1 shown of 1 • Page 1 of 1 shown

Receipt acknowledgment:

Joe Herman
Senior Principal

EXHIBIT D

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

MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

April 11, 2023

Mr. Joe Herman, P.E.
Stantec Consulting Services
3052 Beaumont Centre Circle
Lexington, KY 40513

Re: Rural Service Area Sewer Capability Study 2023 - RFP# 15-2023

Dear Mr. Herman:

The purpose of this letter is to confirm our agreement that the contract award for this project has been modified as follows:

1. The lump sum fee quoted in Section 8 of Stantec's proposal is voided and replaced by a fee based on the hourly rates quoted in Section 9 of the proposal.
2. The 'not to exceed' fee for the services requested in RFP# 15-2023 is \$337,702.00. In the event that services rendered reach 75% of the stated "not to exceed" fee, Stantec will, in writing, contact the Owner's Agent (section 8.1.1 of the contract agreement) and present a plan for managing the remaining 25% of the contract amount.

Please sign the signature block provided below to acknowledge your agreement with the content of this letter. Your prompt attention to this matter is greatly appreciated.

Sincerely,

Charles H. Martin, P.E., Director
Division of Water Quality

Joe Herman, P.E.

4/12/2023

Date

Pc: Chris Dent, P.E. Sanitary Section Manager.

