

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Stantec Consulting Services Inc. 400 E. Vine St., Ste. 300; Lexington KY (**CONSULTANT**). **OWNER** intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 6, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical 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, geotechnical, structural, mechanical, electrical and/or 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 "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 6, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-

**2014), and amendments to the CONSULTANT'S proposal included in attached Exhibit C "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 C**, and then **EXHIBIT B**.

- 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.** The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made or approvals necessary 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. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the 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/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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**

**OWNER** shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.

5.1.1.c Each Project Assignment 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 Kentucky law, and that venue of any legal action shall only 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, 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 Planning, Preservation & Development, 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 or subconsultants 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** 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 **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.

### **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 Section 6.9 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 at its cost and expense 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**.

<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. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. 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).

- f. **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.
- g. 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**.
- h. 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** understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

#### **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 A. Bradley Frazier, P.E., Director of the Division of Engineering (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

Stantec Consulting Services Inc.

BY: *Jim Gray*  
JIM GRAY, MAYOR

BY: *Richard Stutts*  
*David Sigler*

David Sigler, Sr. Principal  
Stantec Consulting

ATTEST:

*Meredith Helfa*  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Mr. David Sigler*, as the duly authorized representative for and on behalf of *Stantec Consulting*, on this the *21* day of *July*, 2014.

My commission expires: *11/9/16*.

*M. J. Mallon*  
NOTARY PUBLIC ID 457846



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 21, 2014**.

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

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

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

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

**PRE-PROPOSAL MEETING AND QUESTIONS:** A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4<sup>th</sup> Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12<sup>th</sup>, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

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

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

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

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

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

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

## **Laws and Regulations**

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



## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

**SELECTION CRITERIA:**

1. **Overall Expertise of the Firm.** (15 points total)  
Include at least 3 similar projects
2. **Overall Expertise of the Team members.** (25 points total)  
Include at least 2 similar projects in the last 5 years
3. **Past Performance in the service category.** (25 points total)  
Based on work for LFUCG and/or referenced clients.
4. **Project Manager Qualifications.** (15 points total)  
Include at least 3 similar projects in the last 5 years
5. **Office status and location of employees.** (20 points total)  
5.0 points - Prime has Fayette Co. HQ:  
4.5 points - Prime has "local" HQ:  
4.0 points - Prime has non-local Kentucky HQ:  
3.5 points - Prime has non-local KY office:  
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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 regarding this RFP shall be addressed to:**

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

or submitted to the website at <https://lfucg.economicengine.com>

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**

## 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 \_\_\_\_\_, 2013.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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



**WORKFORCE ANALYSIS FORM**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
**Name & Title**

**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 goal for the utilization of Disadvantaged Business Enterprises 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:

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

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

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

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

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

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

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

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

#### 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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



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 in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tmsmdc.com">sbrown@tmsmdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

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

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	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 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 subcontractors listed on this form did submit a quote to participate on this project.

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

(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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 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 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 of subcontracting opportunities

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

\_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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, 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor 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, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

#### 4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

##### 4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

- e. 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.
- f. 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, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

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

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

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

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

## 5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

**6.0 DEFINITION OF DEFAULT**

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

00302720



# Request for Qualifications (RFQ) for Professional Engineering Services

## 1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted Pre-qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

## 2. Contract Type and Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select all qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of Division of Engineering (DOE) contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written Project Assignment, If DOE and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, but were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of Project Assignments, and adherence to project budget and schedule. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Project Assignments based on performance.

### 3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
  - Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
- Review and approval of shop drawings
- Responses to contractor requests for information (RFIs)
- Review and approval of pay requests and change order requests
- Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
- Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
- Final Inspection and preparation of punchlist
- Project start-up and preparation of operations and maintenance manuals (pump stations)
- Project Certification
- Meetings – consultant will be responsible for agenda and preparation of meeting summary
  - Preconstruction
  - Monthly progress meetings
  - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings
- Provide as-built drawings

#### 4. Submittals

**Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be structured as follows:**

Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
2. Firm Qualifications (**two pages maximum**)
  - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (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 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.

4. List of 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. List of Similar Projects Within the Desired Category (**two 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 counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.
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).

## 5. 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:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3323

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must state their commitment to meeting the goals of LFUCG’s DBE initiatives in each Task Order they are awarded.

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category <sup>(1)</sup>	15 points
Overall expertise of the Team members in service category <sup>(1)</sup>	25 points
Past performance in the service category <sup>(2)</sup>	25 points
Project Manager Qualifications <sup>(3)</sup>	15 points
Office status and location of employees <sup>(4)</sup>	20 points
<b>TOTAL:</b>	<b>100 points</b>

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as “acceptable”. Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as “acceptable”.
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as “acceptable”. Proposals should clearly present all information regarding all firms submitting as a “team”. If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

Attachment 1

**Project Team Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DOE projects</b>
Headquarters				
Local Office				
PM Location				
<b>SubConsultants</b>				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

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

## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Consultant Name:		Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Project Category:		Notes	Score (1-5)	
Selection Criteria				
Overall expertise of the firm	Acceptable: at least 3 similar projects:		15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:		25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:		25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:		15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:			
	4.5 - Prime has "local" HQ:			
	4.0 - Prime has non-local Kentucky HQ:			
	3.5 - Prime has non-local KY office:			
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			
<b>Final Technical Score</b>			<b>100</b>	



## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

- Affidavit \_\_\_\_\_
- Affirmative Action Plan \_\_\_\_\_
- EEO Agreement \_\_\_\_\_
- Workforce Analysis \_\_\_\_\_
- Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1	0.2
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2	0.4
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3	0.6
Meets requirements and exceeds some requirements; no deficiencies	Good	4	0.8
Exceeds most, if not all requirements; no deficiencies	Excellent	5	1.0



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: #**13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

“Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**”

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

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

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: #**13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

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

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

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

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

### SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services  
 March 10<sup>th</sup>, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSEN	THELEN ASSOCIATES	226-0761	WARSEN@thelensoc.com
Laura Mize	Lockner	224-4476	LMIZE@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859.389.9293	gisaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6657	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-5732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavellich	BFMJ Structural Eng	859-278-5050	n.pavellich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Leggett	859-252-7558	jainslie@leggett.com
WALTER BOWMAN	W. Bowman Assoc.	859.619.0129	waltbowman@twc.com





## Questions for RFP #13-2014

Is it possible to expand somewhat on what each contract will entail. For example, contract 2 could be construed to merely entail negotiation and acquisition of properties which would not require professional engineering services. It could also be construed to require Professional surveying services. Please expand if possible.

ANSWER: At this point, the Contract descriptions must be general and fairly broad. But as an individual project is brought forward, a more detailed scope of required services will be developed for that project.

---

Is the proposal to be submitted as a single proposal or individual proposals for each contract?

ANSWER: The responses shall be a single proposal with a section for each Contract being responded to by the vendor, and clearly titled as a response to the Contract number, 1 through 8. Vendors may respond to one, some, or all Contract 1 through 8.

A listing acknowledging which of the Contract numbers the vendor's response contains shall be listed in the Table of Contents of the Vendor's Response.

If the SOQ is to be submitted as a single SOQ, should submit resumes in one tab/section for all the SOQ's or submit resumes for each individual Contract with the section covering that Contract.

ANSWER: If the vendor response contains sections for more than one of the Contracts number 1 through 8, they need to only include one set of resumes. The response for each individual Contract shall contain an organizational chart showing the individuals involved in that particular Contract response, and whose resume is included in the resume section of the total Response.

---

During the pre-proposal meeting, it was mentioned that regardless of the number of contracts you were requesting prequalification on, one document was to be submitted for all. Section 4 (page 4) of the RFQ states that each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Are we to submit 1 document (with 1 master hardcopy, 7 duplicates and 1 electronic version) including information on all contracts prequalification is being requested on or are we to submit individual documents (with 1 master hardcopy, 7 duplicates and 1 electronic version) for each contract we are requesting prequalification on?

ANSWER: ONE document with sections for each contract you are responding to, with them listed in the Table of Contents. (see above)

If 1 document is to be submitted for all contracts prequalification is being requested on, are the page limits for contract specific information then multiplied by the number of contracts? For example, if we plan on submitting on 3 contracts, are we then allowed 3 pages for list of clients for which similar work has been performed in order to discuss 3 contracts or is it still a limit of 1 page? Does the same apply for qualifications for the specific type of contract, project team and list of similar projects?

ANSWER: It is still a limit of 1 page per contract response, and the same applies for qualifications. you may list the team on each section you're responding to, but you only need to submit the resumes once. (see above)



- 
1. What forms are actually required for this qualifications package? Specifically:
    - a. If our firm meets the DBE goal with our subconsultant partner(s), are we still required to fill out the Good Faith Efforts form?
    - b. Are the MWDBE substitution, MWDBE quote summary form, or subcontractor monthly payment report needed for this proposal or are they documents that would be used once under contract/letter agreement? Please confirm whether these forms should be included with our qualifications package.

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

2. Do the one-page resumes count against the 6-page count in section 3 Project Team? May we include these resumes as an appendix?

ANSWER: If the organizational chart varies between Contracts, provide individual charts with each Contract section. The Project Team Section (No. 3) should be held to 6 pages maximum.

3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

ANSWER: Re: Page 35: There are a total of EIGHT contracts being solicited in this RFQ.

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

4. Is there a maximum letter agreement/assignment amount for projects released under this contract? In other words, is it possible that LFUCG will need to advertise some projects separately from these contracts that exceed a certain dollar amount?

ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case of a very small project with an anticipated small consulting fee (for instance say less than \$20,000), LFUCG reserves the right to simply offer the work to the firm at the top of the list rather than ask three firms to expend inordinate resources in working up bids.



# Professional Engineering Services Qualifications

Lexington-Fayette Urban  
County Government

RFP #13-2014

March 26, 2014

EXHIBIT B



**Stantec Consulting Services Inc.**  
400 East Vine Street, Suite 300  
Lexington KY 40507-1532  
Tel: (859) 233-2100  
Fax: (859) 254-9664

March 26, 2014

**Attention: Theresa Maynard – Buyer Senior**  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Dear Ms. Maynard,

**Reference: Transmittal Letter for RFP #13-2014**

Stantec seeks prequalification in the following five areas:

1. Contract 1 – Roadway corridor and intersection design/planning
2. Contract 4 – Structures or bridge design
3. Contract 5 – Pedestrian, bike, or multimodal trail design/planning
4. Contract 6 – Traffic signal design
5. Contract 7 - Geotechnical testing, analysis, and design

Per LFUCG's final addendum, qualifications for each contract are combined in this volume and separated by tabs for each contract. Information relevant to all five contracts—local office, DBE plan, resumes, and forms—appear as their own tabs as noted in the table of contents.

Regards,

**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in cursive script that reads "Richard Sutherland".

Richard Sutherland  
Senior Principal  
Phone: (859) 233-2100  
Fax: (859) 254-9664  
Richard.Sutherland@stantec.com

# Table of Contents

Letter of Transmittal

## Contract 1 Roadway Corridor and Intersection Design/Planning

Firm Qualifications .....	1
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Clients .....	7
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## Contract 4 Structures or Bridge Design

Firm Qualifications .....	1
Project Team .....	2
Clients .....	5
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## Contract 5 Pedestrian, Bike, or Multimodal Trail Design/Planning

Firm Qualifications .....	1
Project Team .....	3
Clients .....	6
Similar Projects.....	7

Contract 6 Traffic Signal Design

Firm Qualifications ..... 1

Project Team ..... 3

Clients ..... 6

Similar Projects ..... 7

Contract 7 Geotechnical Testing, Analysis, and Design

Firm Qualifications ..... 1

Project Team ..... 3

Clients ..... 5

Similar Projects ..... 6

Local Office

DBE Involvement

Resumes

Required Forms

- |                 |                           |
|-----------------|---------------------------|
| Firm Submitting | DBE Teaming Documentation |
| Addenda         | Attachment 1              |
| EEO & Workforce |                           |
| Legal Forms     |                           |



# Contract 1

## Roadway Corridor & Intersection Design/Planning

# Firm Qualifications

The Stantec community unites more than 13,000 employees working in over 200 locations. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.



*We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.*

## Why Select Stantec to Provide Roadway and Intersection Design and Planning Services?

Projects under this contract may not be about deciding *what* to do but rather about deciding *how* to do it. You'll need a project partner that can help you identify the best solutions to any transportation problems that may arise, attain agency approval when needed, lead productive and informative public involvement, and set the tone for future development and investments. With this in mind, we're excited to join you on this journey. Based on our past work with LFUCG, we have a solid foundation and understanding of your expected results and how best to make any LFUCG project a success. Here are the top four qualities our team offers you:

**Proven project leadership.** Proposed project manager Jason Bricker, PE, is someone you know well from his years of work on the Newtown Pike Extension project. He'll be supported by project principal Glenn Hardin, PE, who is currently leading the Newtown Pike Extension project along with Jason. Jason and Glenn work from Stantec's downtown Lexington office on East Vine Street, and will be supported primarily from others at this location.

**Roadway planning and design project experience in Lexington.** We've worked all across Kentucky, on both urban and rural roadway projects, intersection and interchange design projects, design/build pursuits, structure design, pavement rehabilitation, geotechnical investigations, and utility design. We locally offer specialized services such as roundabout design, access management, traffic analysis, 3D simulation and modeling, and effective stakeholder outreach. Not many Kentucky teams can offer all of these services using Kentucky staff.

**Environmentally-friendly design options.** Planning for your infrastructure's future starts with sustainable design. We share your social, economic, and environmental values, and we pride ourselves on designing solutions that build stronger communities today and tomorrow. Our unique ENVISION™ rating system can help assess sustainability on any project and improve the final product while keeping cost and schedule in mind. We think of it like the LEED process applied to transportation projects instead of to buildings. Sustainability can become an important factor if you need to seek grant funding later on in the process. Although this may not be a consideration for every project under this contract, this is a valuable service we're happy to provide if needed.

**Responsive service from years of on-call experience.** Stantec has successfully performed on-call engineering services for several KYTC statewide services contracts so we understand how important it is to be just a phone call away. Under these contracts, Stantec has successfully completed numerous planning and engineering projects with components similar to those that will come out under this contract. Through these contracts Stantec has developed an excellent relationship with each of

our clients and other reviewing agencies, which is why we deeply understand the permitting processes in Lexington and across the state.

## Stantec's History in Lexington

Since the 1960s, Stantec has been a part of the Lexington community. With the acquisition of the firms Fuller, Mossbarger, Scott & May (FMSM) and ENTRAN within the past six years, we've strengthened our capabilities in service areas where we were already well known. For more than 40 years, we've locally offered services in roadway, planning and design, inspection, structures design, environmental services, geotechnical engineering, and more. See the Local Office tab of this submittal for more information about our presence in Lexington.

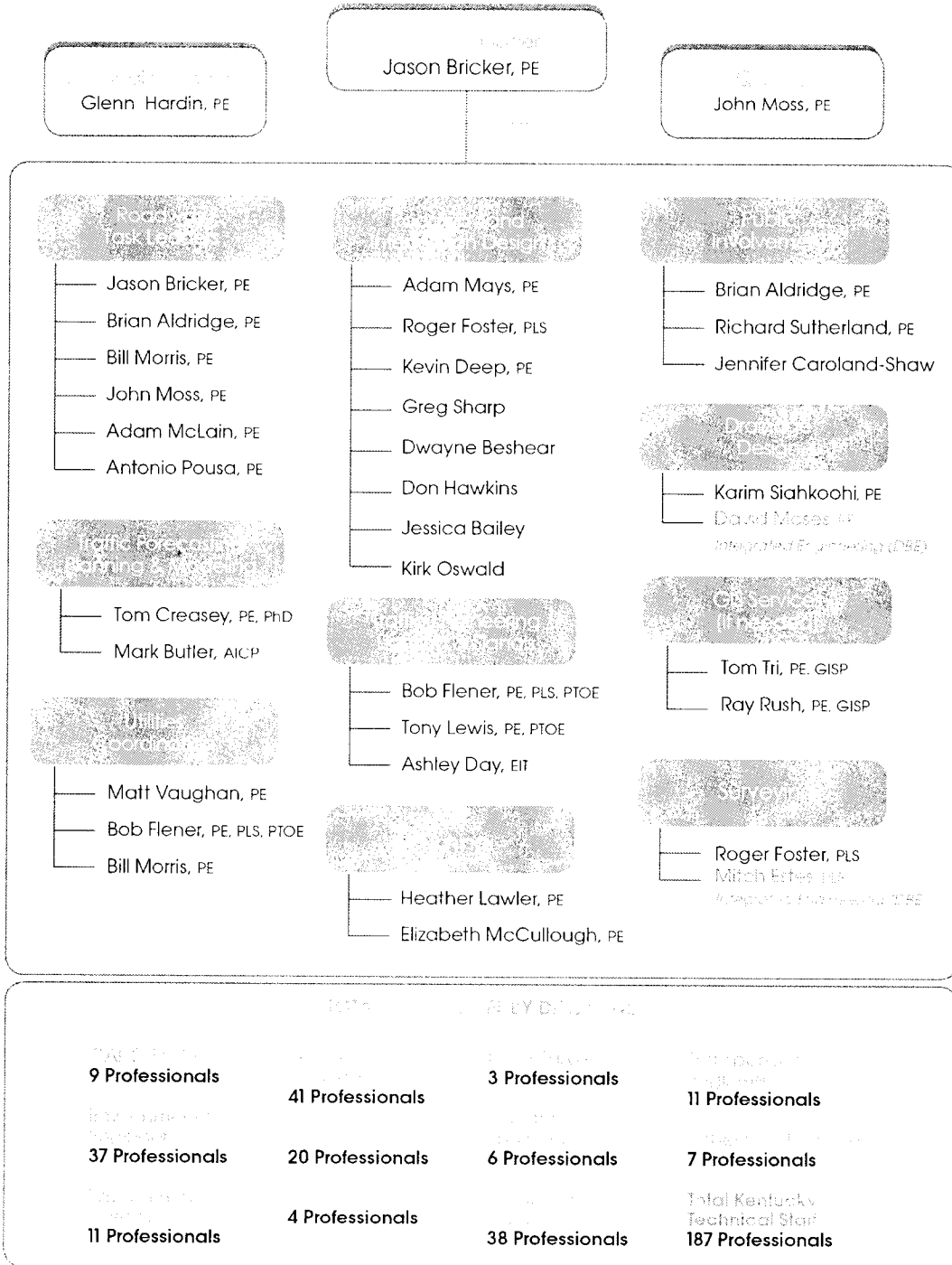
## About the Stantec Team

To meet this contract's DBE goals, we've included **Integrated Engineering** on our team to provide drainage and surveying services. Integrated has quickly developed a reputation as a go-to for drainage design, recently being selected by KYTC as one of only two firms to perform statewide drainage design services.



# Project Team

The Stantec team members assigned to this project are ready to get to work on any task order immediately upon Notice to Proceed and whenever you call with an assignment.



## Resumes

One-page resumes for each of the key staff listed above may be found in the Resumes section. The following excerpts from these resumes briefly highlight some of our key team members.

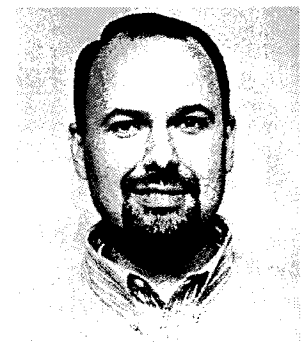
**JASON BRICKER, PE** As a Senior Project Manager with 16 years of experience, Jason has worked on all types of highway projects throughout Kentucky. His experience includes quantity calculations, cost estimates, pavement design, and maintenance of traffic, construction, and right-of-way plans. He is proficient in using MicroStation and InRoads. Jason has actively led the Newtown Pike Extension project for close to five years. As a result, he understands LFUCG's expectations of consultant engineers and is the ideal person to lead this contract. For any assignment under this contract, Jason will be your first point of contact. He'll work closely with project principal Tom Creasey and QA/QC lead (and department manager Glenn Hardin) to identify the resources needed for any project to submit an accurate cost estimate that responds to project needs. Upon award of any assignment, Jason will promptly meet with the LFUCG project manager and any other key stakeholders. Throughout the planning and design process, he will coordinate with local staff to address technical elements while driving the project's budget and schedule.



**GLENN HARDIN, PE** Glenn is responsible for project design and coordinating project engineers, technicians and CADD operators on various highway study and design projects. He has been responsible for preparing highway design plans for all classes of roads and highways; determining horizontal and vertical geometrics, templates, and cross section; preparing traffic and capacity analyses; designing roadway drainage systems; determining right-of-way requirements; preparing legal deed descriptions for right-of-way acquisitions; developing detour and traffic control plans on all types of highway design projects; and preparing and presenting information for public hearings.



**BRIAN ALDRIDGE, PE** Brian leads Stantec's Phase I Design Group in Kentucky, giving him the opportunity to work with both planning staff, as well as design professionals. A transportation engineer for 15 years, he has experience working on a wide range of transportation projects across the country. His areas of expertise include transportation planning, transportation system design and operations, public involvement, land use planning, railroad and airport facilities design and analysis, environmental planning, and access management. Brian is familiar with a broad range of engineering design software and has been working with geographic information systems for more than 15 years. He has served as a volunteer helping teach the Capstone Design course for senior civil engineering students at UK for the past two years.



**HEATHER LAWLER, PE** Heather has 14 years of roadway design experience, including highway design plans for all classes of roads and highways; determining horizontal and vertical geometrics, templates, and cross sections; designing roadway drainage systems; determining right of way requirements; developing detour and traffic control plans on all types of highway design projects; and preparing information for public hearings.



**ADAM McLAIN, PE** As a Transportation Engineer with more than 10 years of professional experience, Adam's focus has been primarily on geometric design and elements involved in Phase I design. More recently, Adam has become involved in projects nearing completion and has gained expertise in Phase II design. Adam has more than 10 years of Microstation experience, seven years of ProjectWise experience, and eight years of Inroads experience. He has become very knowledgeable in the use of Inroads in both Phase I and II design and the software's capabilities of modeling more advanced situations.



**BILL MORRIS, PE** Bill has 38 years of experience and has been involved in the planning, design and implementation of numerous transportation projects throughout Kentucky, as well as Tennessee, Virginia, Alabama and Florida. He has worked on both rural and urban projects, widening/reconstruction projects, and intersection/interchange projects. Bill's responsibilities have included the production of highway construction plans, including geometric, drainage and pavement design, erosion control plans, traffic control plans, striping plans, signing plans and right-of-way plans.



**JOHN MOSS, PE** John has more than 28 years of civil and environmental engineering experience. For the past 16 years, he has been involved mainly with roadway design with an emphasis on complex highway interchanges. In addition, his roadway experience includes interstate and roadway design, maintenance of traffic, scoping studies and alternative analyses, and interchange justification studies. John is proficient in many software design packages, including: AutoCAD, Microstation, Inroads, Storm & Sanitary, Guidesigns, and Autoturn. John recently served as Stantec's QA/QC Task Leader for the Louisville-Southern Indiana Downtown Bridge project.



**ANTONIO POUSA, PE** Antonio has 16 years of experience planning and designing transportation projects. His experience includes urban and rural arterial roads, signalized intersections, interchanges, roundabouts, parking lots, and bicycle and pedestrian facilities. Antonio is proficient in several design and analysis tools used in transportation engineering, including CADD software (Microstation, InRoads and Autoturn) and software for traffic analysis (VISSIM, CORSIM and aaSIDRA) and drainage (HYDRAIN, Hydraflow Storm Sewers and Culvert Master).



## How We'll Work with You

As soon as you call with a possible assignment, we'll get right to work identifying project needs so we can give you an accurate scope and cost estimate. Upon award, we'll meet with you to kick off the project. While tasks under this contract will vary, they all will share common goals:

- Engage the Lexington-Fayette County community in meaningful ways
- Generate feasible, affordable solutions and accurately assess the costs, benefits, and impacts; and
- Streamline the development process to keep costs down and schedules moving

This overarching philosophy helps guide the path to any project's successful conclusion because any task will ultimately go back to one of these three goals.

Our previous work on on-call type contracts and LFUCG projects shows we understand your expectations of on-call consultants. We know it's important to you that we keep you in the loop about our progress on assignments, but we also understand that you need a consultant who can take initiative and be your trusted advisor.

## How We'll Work with the Community

Community engagement can be the most important component of a successful multimodal project because it helps everyone visualize changes to come. While public involvement needs to continue to evolve, what hasn't changed is the universal need for simple, effective communication. We work with the local community to address concerns, mitigate impacts, and build understanding and support for the right projects. As we've demonstrated in our public meetings for Newtown Pike and the Downtown Traffic Revitalization project, we turn Q and A sessions into conversations between real people—not “engineers and planners” and “everyone else.”

## Comprehensive Support for Any Project

The unwritten scope item of any contract like this is to help you tackle challenges that arises. This means we will attend meetings with affected property owners, coordinate closely with utility owners, and do all we can to support you under this contract. With a workforce of nearly 200 professionals in Lexington and a 13,000-person nationwide staff, we have the local workforce and specialized expertise needed to lead any assignment. We can even lead multiple assignments at once.

With a strong team of experts in a variety of disciplines, QA/QC is built in at multiple stages of the project development and engages people not involved in the day-to-day activities of the project. Quality work helps keep projects on budget and on schedule, and is an area we constantly strive to make even better. Our team is committed to the continuous improvement of quality in all of our operations by implementing, maintaining, and following a quality management plan (QMP) compliant to the ISO9001:2008 international quality standard. You can read more about the ISO 9001:2008 Quality Management standards on [www.iso.org](http://www.iso.org).

# Clients

## Clients for which similar work has been performed

Client	Contact Name	Phone Number and Email Address	Project
Lexington-Fayette Urban County Government) Lexington, KY	<b>Mr. Andrew Grunwald</b> Project Manager	(859) 258-3597 AGrunwald@lexingtonky.gov	<ul style="list-style-type: none"> <li>Newtown Pike Extension Lexington, KY</li> </ul>
Kentucky Transportation Cabinet District 7 Lexington, KY	<b>Mr. Robert Nunley</b> Transportation Engineering Branch Manager for Project Development	(859) 246-2355 Robert.Nunley@ky.gov	<ul style="list-style-type: none"> <li>US 68 Harrodsburg Road DCD, New Circle Road &amp; Newtown Pike Design-Build Lexington, KY</li> <li>KY 11 Levee Road, Mt. Sterling, KY</li> </ul>
Lexington-Fayette Urban County Government Lexington, KY	<b>Mr. Bob Bayert</b> Project Manager	(859) 258-3441 bobb@lexingtonky.gov	<ul style="list-style-type: none"> <li>Lexington Congestion Management Study Update, Lexington, KY</li> </ul>
Kentucky Transportation Cabinet Central Office Frankfort, KY	<b>Mr. Dan Hite</b> Transportation Engineering Branch Manager	(502) 564-3280 Dan.Hite@ky.gov	<ul style="list-style-type: none"> <li>Statewide Pavement Rehabilitation, various, KY</li> </ul>
Kentucky Transportation Cabinet District 9 Flemingsburg, KY	<b>Mr. Darrin Eldridge</b> Transportation Engineering Branch Manager for Project Development	(606) 845-2551 Darrin.Eldridge@ky.gov	<ul style="list-style-type: none"> <li>KY 1/7 Carole Malone Boulevard Widening Grayson, KY</li> <li>US 60 Widening, Ashland, KY</li> </ul>
City of Georgetown, KY Georgetown, KY	<b>Mr. Ben Krebs</b> Project Manager	(859) 258-3000 BKrebs@lexingtonky.gov	<ul style="list-style-type: none"> <li>Northeast Georgetown Traffic Study Georgetown, KY</li> </ul>
City of Versailles Versailles, KY	<b>Mr. Bart Miller</b> Public Works Director	(859) 873-2245 BMiller@cityhall.versaillesky.com	<ul style="list-style-type: none"> <li>Northwest Versailles Mobility Study, Versailles, KY</li> </ul>
Kentucky Transportation Cabinet District 1 Paducah, KY	<b>Mr. Mike McGregor</b> Chief District Engineer	(270) 898-2431 Mike.McGregor@ky.gov	<ul style="list-style-type: none"> <li>Ohio River Megapark Connector &amp; US 60 Scoping Study Paducah, KY</li> </ul>

# Similar Projects

## Similar projects performed by Key Team Members

Newtown Pike  
Extension

**Date of Service**

Ongoing

**Construction**

**Cost:** \$ 75M

**Team Members**

Jason Bricker

Glenn Hardin

Dwayne Beshear

Adam McLain

**Project Description:** Stantec was responsible for preparing an engineering design study report, environmental analysis, and Phase I and II design for a 1.3-mile extension of an urban boulevard around the southern portion of Lexington's central business district. The project includes the design of bicycle lanes and pedestrian facilities along the entire length of the route.

The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts.



Newtown Pike  
Design-Build

**Date of Service**

2006-2007

**Construction**

**Cost:** \$2.2M

**Team Members**

Glenn Hardin

Bill Morris

Karim Siahkoohi

**Project Description:** Stantec was the design lead on the design-build team responsible for designing and constructing safety and mobility improvements to a critical portion of Newtown Pike in advance of the 2010 World Equestrian Games.

The team used context-sensitive construction and design techniques to improve 2.2 miles of Newtown Pike while preserving the route's scenic features, including more than a mile of dry stone fences, horse farms and rolling hills for which Kentucky is famous. Stantec was

responsible for designing the highway improvements; preparing right-of-way (ROW), roadway, structure, landscaping, signing, striping, stream mitigation and signal plans; utility coordination; ROW acquisition; and public involvement. Stantec also provided structural engineering to replace an existing single-span bridge with a three-span, skewed, cast-in-place concrete slab bridge with special architectural barrier treatments. The exterior openings were designed to only operate at higher flows to increase capacity and prevent flooding. Two specially designed pipe safety headwalls for triple 30" pipes eliminated the need for guardrail and improved aesthetics.



US 68

Harrodsburg

Road DCD

**Date of Service**

20007-2011

**Construction**

**Cost:** \$6.2M

**Team Members**

Jason Bricker

Glenn Hardin

Brian Aldridge

Antonio Pousa

**Project Description:** Initially a simple roadway widening, this project became the first DCD (Double Crossover Diamond) in Kentucky, and encompassed a portion of Harrodsburg Road and its interchange with KY 4 (New Circle Road).

Since opening in 2011, accidents have been reduced in the project area by 40%. Resulting savings associated with fewer crashes means that, with a construction fee of just over \$6 million, the project will pay for itself within its functional lifetime. This project won the 2013 ACEC-KY Grand Conceptor Award.



## Similar projects performed by Key Team Members

Johns Hill Road  
Roundabouts

**Date of Service**  
2003-2010

**Construction**

**Cost:** \$5M

**Team Members**

Glenn Hardin  
Brian Aldridge  
Greg Sharp  
Adam McLain  
Adam Mays

**Project Description:** Stantec completed the design studies, surveying, drainage design, traffic control, erosion control, right-of-way plans, and construction plans with construction cost estimates. This was the second phase of an overall project to reconstruct nearly a mile of KY 2345 (John's Hill Road) and reroute approximately 0.6 miles of University Drive, from Nunn Drive to KY 2345.

This project was coordinated with the Kentucky Transportation Cabinet and Northern Kentucky University and accompanied the construction of a new arena and parking garage adjacent to the University Drive/Nunn Drive intersection.



New Circle Road  
(KY 4)

**Date of Service**  
Ongoing

**Construction**

**Cost:** \$24M

**Team Members**

Jason Bricker  
Glenn Hardin  
Brian Aldridge  
Greg Sharp  
Adam McLain  
Antonio Pousa  
Kevin Deep

**Project Description:** As a subconsultant Stantec assisted with the preparation of preliminary line and grade plans, and environmental analysis of the New Circle Road/Newtown Pike interchange. The project included a preliminary phase to provide an addendum to the signalized portion of the New Circle Road planning study.

Stantec was responsible for geometric design, traffic engineering and signalization analysis, and bicycle and pedestrian planning. An "Initial" construction project was developed by Stantec, to be built prior to the interchange reconstruction. It provides a westbound auxiliary lane between the Newtown Pike and Georgetown Road interchanges to improve traffic operations. It also increases the storage capacity of the Georgetown Road interchange ramps and improves entrance and exit tapers at New Circle Road. Stantec was later responsible for the final design of the Georgetown Road interchange improvements that tie to the proposed widening of New Circle Road.



KY 11 Widening  
Levee Road  
Montgomery  
County, KY

**Date of Service**  
2007-2010

**Construction**

**Cost:** \$1.2M

**Team Members**

Glenn Hardin  
Heather Lawler  
Adam McLain  
Greg Sharp  
Adam Mays

**Project Description:** This existing two-lane roadway provides access to several local businesses and public facilities, including the Montgomery County High School; however, pedestrian and bicycle access to the school is impeded due to the absence of sidewalks and paved shoulders along this section of KY 11.

Stantec's scope of work included preliminary engineering; environmental documentation; preparation of final construction plans, including maintenance of traffic; cost estimates and erosion control plans. Stantec was also responsible for right-of-way acquisition. Stantec worked closely with the Kentucky Transportation Cabinet's Division of Environmental Analysis to obtain environmental clearances for the project, which included hazardous materials, ecological, threatened and endangered species, cultural historic and archaeological clearances.





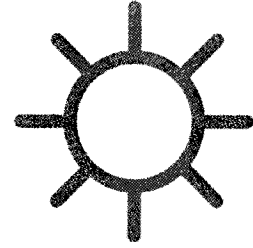
# Contract 4

## Structures or Bridge Design



## Firm Qualifications

The Stantec community unites more than 13,000 employees working in over 200 locations. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.



### Why Select Stantec to Provide Structure/Bridge Design Services Projects?

**Breadth.** Our large and highly skilled structures group is flexible, responsive and readily available to meet aggressive project schedules. We have five bridge design professionals located in Lexington who can serve as task leaders, allowing us to make any project assignment a top priority. We'll get your projects to construction letting when you need them ready.

**Depth.** From major steel truss bridges and small concrete bridge replacements to unique culvert designs, we have experience in all types of bridge and culvert design. Our relevant experience includes LRFD design, complicated stage construction, complex bridge geometries, and drilled shaft design. This means we have the expertise to address even your most unusual or complex assignments under this contract.

**Quality.** Bridges and culverts are the most costly, and most critical, aspects of our transportation system. Using our thorough team approach and dedication to quality control, our goal is to provide you with cost-effective and safe designs in accurate and easily-read construction plans, minimizing the opportunity for mistakes and the need for costly change orders or design modifications.

**We're a True On-Call Firm.** Stantec has successfully performed on-call structure and bridge design engineering services throughout Kentucky for the KYTC and other public agencies. Under these on-call service contracts, Stantec has successfully completed numerous planning and engineering work orders just like those that will come out under this contract.

### Stantec's History in Lexington

Since the 1960s, Stantec has been a part of the Lexington community. With the acquisition of the firms Fuller, Mossbarger, Scott & May (FMSM) and ENTRAN within the past six years, we've strengthened our capabilities in service areas where we were already well known. For more than 40 years, we've locally offered services in roadway, planning and design, inspection, structures design, environmental services, geotechnical engineering, and more. See the Local Office tab of this submittal for more information about our presence in Lexington.

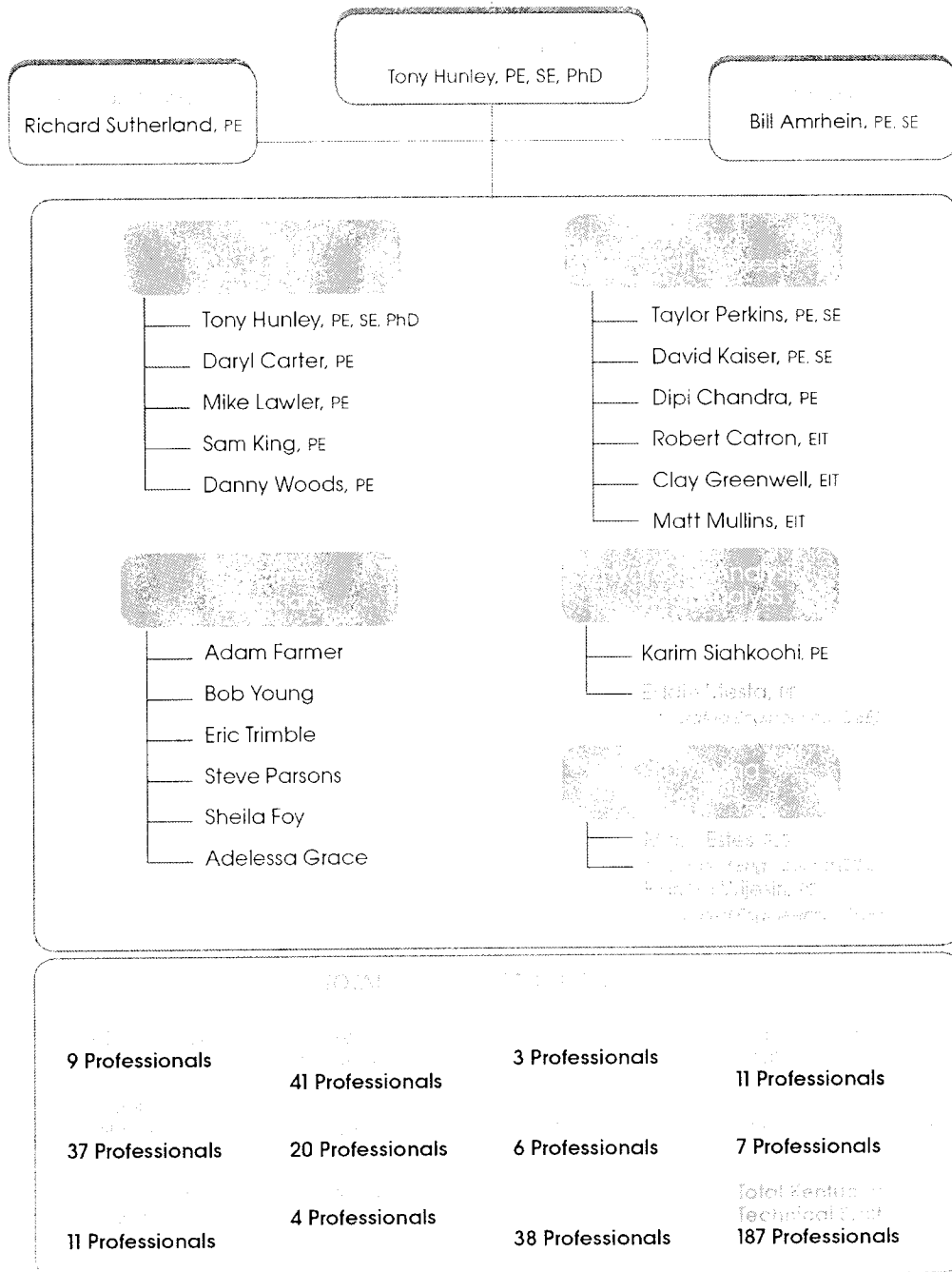
### About the Stantec Team

To meet this contract's DBE goals, we've included **Integrated Engineering** on our team to provide hydraulic and scour analysis, and surveying services. Integrated has quickly developed a reputation as a go-to for drainage design, recently being selected by KYTC as one of only two firms to perform statewide drainage design services.

*We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.*

# Project Team

The Stantec team outlined below has the depth, breadth, and capacity needed to respond quickly and efficiently to any assignment under this contract. We have the largest structures design workforce in the state (outside of KYTC's bridge office), located right here in Lexington. Based on our proven track record on previous statewide contracts, we are mobile, agile, and ready to get to work with your notice to proceed. You can count on us to pick up your most challenging projects, run with them, and get them done within aggressive schedules.



## Resumes

One-page resumes for each of the key staff listed in the organizational chart may be found in the Resumes section. The following briefly highlights some of our key team members.

**TONY HUNLEY, PE, SE, PhD**, will be the Project Manager and a Task Leader for this contract. He has more than 18 years of experience in the design of bridges, culverts, and other transportation structures. Tony has served as project manager of Stantec's Statewide Bridge Design Contract for the last six years and task assignment based on-call contracts for multiple agencies. He understands that building project teams; meeting critical deadlines; coordination between the client, team members and subconsultants; and quality control are critical aspects of multi-disciplinary and task assignment type projects.

**BILL AMRHEIN, PE, SE**, will serve as QA/QC Manager for this contract. He has more than 20 years of experience in structural engineering including major steel bridges, prestressed concrete bridges, complex analysis of structural systems, coauthor of FHWA LRFD design manuals, and construction management.

**DARYL CARTER, PE**, will serve as a Structure Task Leader for this contract. He has more than 36 years of experience in LRFD design, culverts, steel and prestressed concrete bridges, and drilled shaft design. Daryl was the project manager on a key assignment during a previous cycle of our KYTC statewide contract, a fast-track widening project (Southtown Boulevard). His innovative design of the historic River Road Harrods Creek Bridge widening project has been recognized with several state and national design awards from APWA, ACEC-Kentucky, ACEC and PCI.

**MIKE LAWLER, PE**, will serve as a Structure Task Leader for this contract. He has more than 16 years of bridge design experience including steel and prestressed concrete bridges, LRFD design and load rating, and large culvert designs. Mike was the engineer-of-record for the South End Park Noisewall along Norfolk Southern's rail yard as part of the Newtown Pike Extension project. He is a certified NBIS Team Leader for bridge inspections and is certified for inspection of fracture critical bridges.

**SAM KING, PE**, will also serve as a Structure Task Leader and Project Engineer for this contract. He has more than seven years of bridge design experience including steel and prestressed concrete bridges, culvert designs, and advanced structural analysis experience in seismic design and curved steel bridge constructability reviews. Sam is the engineer-of-record for the Town Branch Culvert relocation as part of the Newtown Pike Extension project. Under the 2008-2010 Statewide Bridge and Culvert Design contract, he played a key role in the Martin County curved steel plate girder bridge constructability and design review.



**DANNY WOODS, PE**, will also serve as a Structure Task Leader for this contract. Danny has more than 33 years of experience in structural engineering, including prestressed concrete and steel bridges, reinforced concrete box culverts and retaining walls. Danny is a certified NBIS Team Leader for bridge inspections and is also certified to inspect fracture critical bridges.

**TAYLOR PERKINS, PE, SE**, will serve as a Structure Project Engineer. Taylor has been involved in the plan preparation and design of complex highway bridges, culverts and retaining structures. His structural design experience includes various types of prestressed concrete bridges including pre-tensioned and post-tensioned girders, steel girders, reinforced concrete culverts, seismic evaluation, and various types of foundation systems. His responsibilities have included preliminary and final design, preliminary and final quality estimates, and plan and specification preparation.

**DAVID KAISER, PE, SE**, will also serve as a Structure Project Engineer. David has been involved in the plan preparation and design of both highway bridges and culverts. His structural design experience includes various types of prestressed concrete bridges, steel welded plate girder and tub girder bridges, post-tensioned concrete cast-in-place segmental box girders and reinforced concrete culverts. His responsibilities have included preliminary and final design, and plan and specification preparation. In addition to structure design, David has assisted with the inspection of interstate and river bridges. He completed SPRAT Level 1 training as a rope access technician.

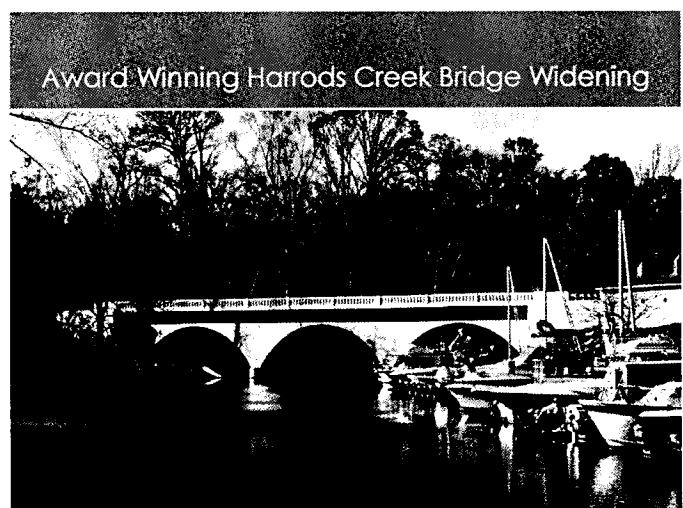
**ALAN FARMER** will serve as a Senior Structure Technician on projects. Alan's 37 years of experience includes design, surveying, and mapping projects. He has been responsible for preparing structural details and plans of reinforced concrete bridges, culverts, and retaining walls and structural steel designs for various highway structures. Alan's project experience includes both new designs and rehabilitation designs. In addition, he has been responsible for preparing architectural, mechanical, and as-built plans as needed. He has also been a bridge inspection team member.

**BOB YOUNG**, will also serve as a Senior Structure Technician. Bob has more than 40 years of experience with highway and bridge projects. He has been responsible for preparing designs, details, quantities, and plans for numerous highway and bridge design projects in Kentucky, Tennessee, Illinois and Florida. His detailing and design experience includes both concrete and steel bridges, retaining walls, concrete culverts, and building structures with both steel and concrete framing.

Our Structure Task Leaders will be teamed with one or more of our highly trained project engineers and technicians to successfully complete any project assignment. Most of our structural engineers have advanced degrees in structural engineering, and collectively we have more than 500 hours of LRFD bridge design code training.

Stantec's strong performance on the previous Statewide Bridge Design contract illustrates the key advantages our team can provide to the LFUCG. Our large in-state structural engineering group has complex structural engineering capabilities from which the LFUCG can benefit.

We will provide you with local structural engineering expertise, significant and diverse project experience and the horse power to complete your projects when you need them, from a simple span county bridge to a complex structural engineering task.



# Clients

## Clients for which similar work has been performed

Client	Contact Name	Phone Number and Email Address	Project
Kentucky Transportation Cabinet Frankfort, KY	<b>Mr. Mark Hite</b> Director, Division of Structural Design	(502) 564-4560 mark.hite@ky.gov	<ul style="list-style-type: none"><li>Statewide Bridges and Culverts, Various, Kentucky</li></ul>
Kentucky Transportation Cabinet Frankfort, KY	<b>Mr. Dan Hite</b> Transportation Engineering Branch Manager	(604) 867-5309 dan.hite@ky.gov	<ul style="list-style-type: none"><li>Statewide Pavement Rehabilitation, Various, Kentucky</li></ul>
Carroll County Fiscal Court Carrollton, KY	<b>Mr. Harold "Shorty" Tomlinson</b> County Judge Executive	(502) 732-7000 ccjudge@bellsouth.net	<ul style="list-style-type: none"><li>Lewis Road Bridge Replacement; Painter's Road Bridge Replacement; Buffalo Creek Road Bridge Superstructure Replacement, Carroll County, KY</li></ul>
Lexington-Fayette Urban County Government Lexington, KY	<b>Mr. Andrew Grunwald</b> Project Manager	(859) 258-3597 AGrunwald@lexingtonky.gov	<ul style="list-style-type: none"><li>Newtown Pike Reconstruction, Lexington, KY</li></ul>
Louisville Metro Government Louisville, KY	<b>Ms. Milana Boz</b> Planner	(502) 456-8141 Milana.Boz@louisvilleky.gov	<ul style="list-style-type: none"><li>Old US 60 Shelbyville Road Bridge Study, Louisville, KY</li></ul>
Louisville Metro Government Louisville, KY	<b>Mr. Jeremy Raney</b> Former Engineering Director	(502) 569-0805 Jraney@lwky.com	<ul style="list-style-type: none"><li>Harrods Creek Bridge Widening, Louisville, KY</li></ul>

# Similar Projects

## Similar projects performed by Key Team Members

Newtown Pike  
Extension

**Date of Service**  
1997-2014

**Construction**

**Cost:** \$75M

**Team Members**

Tony Hunley  
Mike Lawler  
Sam King  
Daryl Carter  
Taylor Perkins  
David Kaiser  
Alan Farmer  
Bob Young

**Award**

APWA Kentucky  
Chapter, Project  
of the Year  
(Bridge  
Category)

**Project Description:** Stantec was responsible for bridge concept and feasibility studies, and construction plans for the Newtown Pike over Town Branch Bridge, also known as the Oliver Lewis Way Bridge. The project included:

- Concept studies and visualizations for four signature bridge types in an urban setting. Bridge types included an asymmetric cable-stay, counterbalance steel box girder, two-hinged steel arch and a propped cantilever truss.
- Developing a practical solution bridge that was 97 feet wide by 215 feet long over Town Branch Creek and Town Branch Trail as well as an access road. The bridge has two spans of 105 feet utilizing 48-inch precast prestressed concrete box beams.
- Aesthetics features include massive sloping wingwalls at both abutments and piers that use decorative formliners and colored concrete for a visual statement. The bridge deck features a wide median and 10-foot urban sidewalks. The traffic rail is non-traditional using structural tubes in lieu of barriers for openness. A pedestrian fence using tubes, vertical pickets and pipe sections protects pedestrians. The bridge includes roadway and decorative pedestrian lighting.



Statewide  
Bridges and  
Culverts

**Date of Service**  
2012-2014

**Construction**

**Cost:** N/A

**Team Members**

Tony Hunley  
Mike Lawler  
Danny Woods  
Taylor Perkins  
Alan Farmer  
Bob Young

**Project Description:** Stantec was assigned six projects as part of this contract:

- I-65 over the Ohio River (Kennedy Memorial Bridge) Top Chord Repair, Jefferson Co.
- KY 9-AA Hwy Culvert Extension, Mason Co.
- KY 44 Culvert Extension, Bullitt Co.
- KY 340 Bridge Replacement, Butler Co.
- US 460 Marrowbone Bridge Review, Pike Co.
- Carroll Cropper Bridge Rehabilitation, Boone Co.

Painter Road  
Bridge

**Date of Service**  
2011-2012

**Construction**

**Cost:** 150K

**Team Members**

Tony Hunley

**Project Description:** Stantec provided design, bid preparation and engineering during construction services to the Carroll County Fiscal Court for the replacement of the Painter Road Bridge over the east prong of Locust Creek. The major concern when designing the new structure was to mitigate the effects of the aggressive hydraulic nature of the east fork of Locust Creek. Prior to construction, Stantec surveyed the site's topographic and hydraulic features and performed in-depth hydraulic analyses to set the optimal configuration for the new bridge while minimizing impacts on project cost.

The new structure consists of 40-foot noncomposite side-by-side box beams supported by breast-wall abutments bearing on solid rock below the scour elevation. Approximately 100 feet of roadway work was required at the bridge ends. Work performed in the bidding phase included writing specifications, preparing a bid package, coordinating a pre-bid meeting, providing bid analysis, and making a recommendation to award. During the construction phase Stantec answered contractor RFI's, performed periodic site visits on behalf of the owner, reviewed shop drawings, and performed a closeout site visit and final inspection before the County accepted the project.

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## Similar projects performed by Key Team Members

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Southtown  
Boulevard

**Date of Service**  
2010-2012

**Construction**

**Cost:** \$660K

**Team Members**

Tony Hunley  
Daryl Carter  
David Kaiser  
Alan Farmer

**Project Description:** Southtown Boulevard is a heavily-used connector route for traffic moving cross town from Frederica Street to Carter Road. This fast-track project involved widening the boulevard to four lanes with a 13-foot turn lane in the middle. Sidewalks and a bike trail run alongside KY 2121. The terrain is flat, with deep ditches on both sides of the boulevard to handle the drainage. Stantec and KYTC District 2 collaborated closely and solved the various challenging project issues in an innovative and cost-effective manner. Key project components included:

- All eight culverts designed for yielding foundations with wingwalls designed integrally with the bottom slab to provide stability against overturning
- Drive-on top slabs with integral curbs and gutters
- Paved inlet and outlet
- Protective handrail on parapets
- “Boomerang” shaped culvert configuration with concrete approach slabs
- Multiple bends (i.e., “kinks”) in culvert barrel alignment

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Statewide  
Bridges and  
Culverts

**Date of Service**  
2008-2010

**Construction**

**Cost**

N/A

**Team Members**

Tony Hunley  
Sam King  
Taylor Perkins  
Alan Farmer  
Bob Young

**Project Description:** Stantec was assigned four projects as part of this contract:

- KY 1494 over Long Lick Creek, Bullitt Co. – Emergency bridge replacement project due to shifting of the existing bridge pier.
- KY 501 over Strong Branch, Casey Co.– Low volume road bridge replacement project.
- I-64 Widening – Culverts, Clark Co.– New culvert and culvert extensions as part of interstate widening project.
- KY 3 Flyover Ramp Bridge Construction Review , Martin Co.

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Newtown Pike  
Design/Build

**Date of Service**  
2008-2010

**Construction**

**Cost:** \$2.4M

**Team Members**

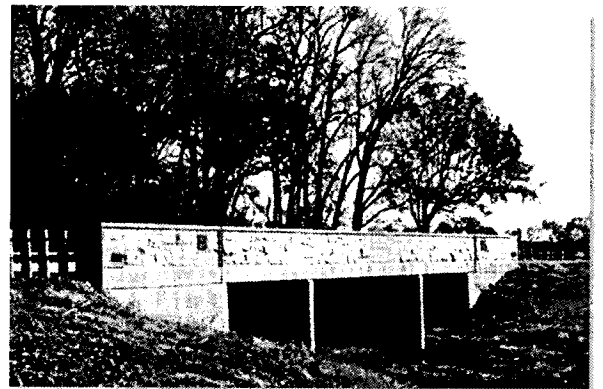
Tony Hunley  
Sam King  
Bob Young

**Awards**

Honor Award in  
ACEC-KY 2009  
Engineering  
Excellence  
Awards Program.

**Project Description:** Stantec was the lead design firm on the design-build team responsible for safety and mobility improvements to a critical portion of Newtown Pike in advance of the 2010 World Equestrian Games.

The team used context-sensitive construction and design techniques to improve 2.2 miles of Newtown Pike while preserving the route's scenic features, including more than a mile of dry stone fences, horse farms and rolling hills for which the Kentucky is famous. Stantec provided structural engineering to replace an existing single-span bridge with a three-span, skewed, cast-in-place concrete slab bridge with special architectural barrier treatments. The exterior openings were designed to only operate at higher flows to increase capacity and prevent flooding. Two specially designed pipe safety headwalls for triple 30" pipes eliminated the need for guardrail and improved aesthetics. Stantec was also responsible for designing the highway improvements; preparing right-of-way (ROW), roadway, structure, landscaping, signing, striping, stream mitigation and signal plans; utility coordination; ROW acquisition; and public involvement.





# Contract 5

## Pedestrian, Bike, or Multimodal Trail Design/Planning



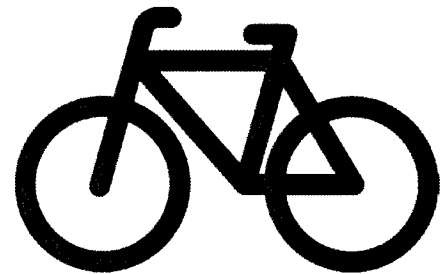
# Firm Qualifications

We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.

The Stantec community unites more than 13,000 employees working in over 200 locations. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

## Why Select Stantec to Provide Pedestrian, Bike, or Multimodal Trail Design / Planning Services for DOE Projects?

Projects under this contract may not be about deciding *what* to do but rather about deciding *how* to do it. You'll need a project partner that can help you identify the best locations for greenways/trails, design connections between the points that minimally impact existing infrastructure and the environment, attain agency approval when needed, lead productive and informative public involvement, and set the tone for future development and investments. With this in mind, we're excited to join you on this journey. Based on our past work with the LFUCG, we have a solid foundation and understanding of your expected results and how best to make any LFUCG project a success. Here are the top 6 qualities our team offers you:



1. **Proven project leadership.** Proposed project manager Jason Bricker, PE, is someone you know well from his years of work on the Harrodsburg Road Double Crossover Diamond (DCD) interchange and the Newtown Pike Extension project. Jason has overseen roadway design services and remained mindful of how this project will interact with future multimodal improvements to the Lexington Distillery District. He'll be supported by project principal Tom Creasey, PhD, PE, who is currently leading the Downtown Lexington Traffic Movement and Revitalization Study (the one-way-to-two-way conversion study). Both Jason and Tom work from Stantec's downtown Lexington office on East Vine Street, and will be supported primarily from others at this location.
2. **Multimodal project experience in Lexington.** As part of our roadway design projects, Stantec has designed multi-use paths in Lexington. Most notable is the shared use path we included as part of the Double Crossover Diamond on Harrodsburg Road. As LFUCG Councilman Doug Martin said, "...the interchange has also made an important connection for pedestrians and cyclists. Existing trails south of New Circle Road are now connected by multi-use paths to sidewalks on the other side of the interchange, providing a safe and efficient route for cyclists and pedestrians to commute across this dangerous intersection." He further applauded the project for making "a significant step in connecting Lexington's expanding bicycle and pedestrian network."
3. **Integrated planning and design process led by local engineers.** Planning, design, and implementation don't happen in a vacuum. Our team has lived and worked in Lexington for years, so we're already familiar with the City's goals to improve multimodal connectivity. For any project, we will walk with you through Lexington's neighborhoods to identify places that people naturally gather and use. As we have for other Lexington projects, we'll meet with community decision-makers to learn what changes they'd like to see and can show them 3D animations of what improvements could look like. We'll guide you through any related KYTC or FHWA approval and coordination processes if needed.
4. **Environmentally-friendly design options.** Planning for your infrastructure's future starts with sustainable design. We share your social, economic, and environmental values, and we pride ourselves on designing solutions that build stronger communities today and tomorrow. Our unique ENVISION™ rating system can help assess sustainability on any project and improve the final product while keeping cost and schedule in mind. We think of it like the LEED process applied to transportation projects instead of to buildings. Sustainability can become an important factor if you need to seek grant funding later on in the process. Although this may not be a consideration for every project under this contract, this analysis can be a valuable service we're happy to provide if needed.

5. **Access to national expertise.** While most of these projects will be completed using 100% Kentucky-based staff, we have included pedestrian, bike, and multimodal subject matter experts on our team to support us as needed. As you'll read, Rock Miller and Andrew Kohr have worked on several multimodal projects in urban areas that focus on better connecting neighborhoods to each other and to public facilities while minimizing impacts to existing infrastructure and the surrounding terrain. They'll be able to provide our team with valuable guidance learned from their experience and ultimately help support timely and cost-effective project delivery.
6. **Responsive service from years of on-call experience.** Stantec has successfully performed on-call engineering services for several KYTC statewide services contracts so we understand how important it is to be just a phone call away. Under these contracts, Stantec has successfully completed numerous planning and engineering assignments with components similar to those that will come out under this contract. Through these contracts Stantec has developed an excellent relationship with each of our clients and other reviewing agencies, which is why we deeply understand the project development processes in Lexington and across the state.

## Stantec's History in Lexington

Since the 1960s, Stantec has been a part of the Lexington community. With the acquisition of the firms Fuller, Mossbarger, Scott & May (FMSM) and ENTRAN with the past five years, we've strengthened our capabilities in service areas we were already well known for performing. For more than 40 years, we've locally offered services in geotechnical engineering, roadway planning and design, inspection, structures design, design visualization services, and more. Locally, we employ 195 individuals in our two Lexington offices. See the Local Office section of this submittal for more information about our presence in Lexington.

## About the Stantec Team Members

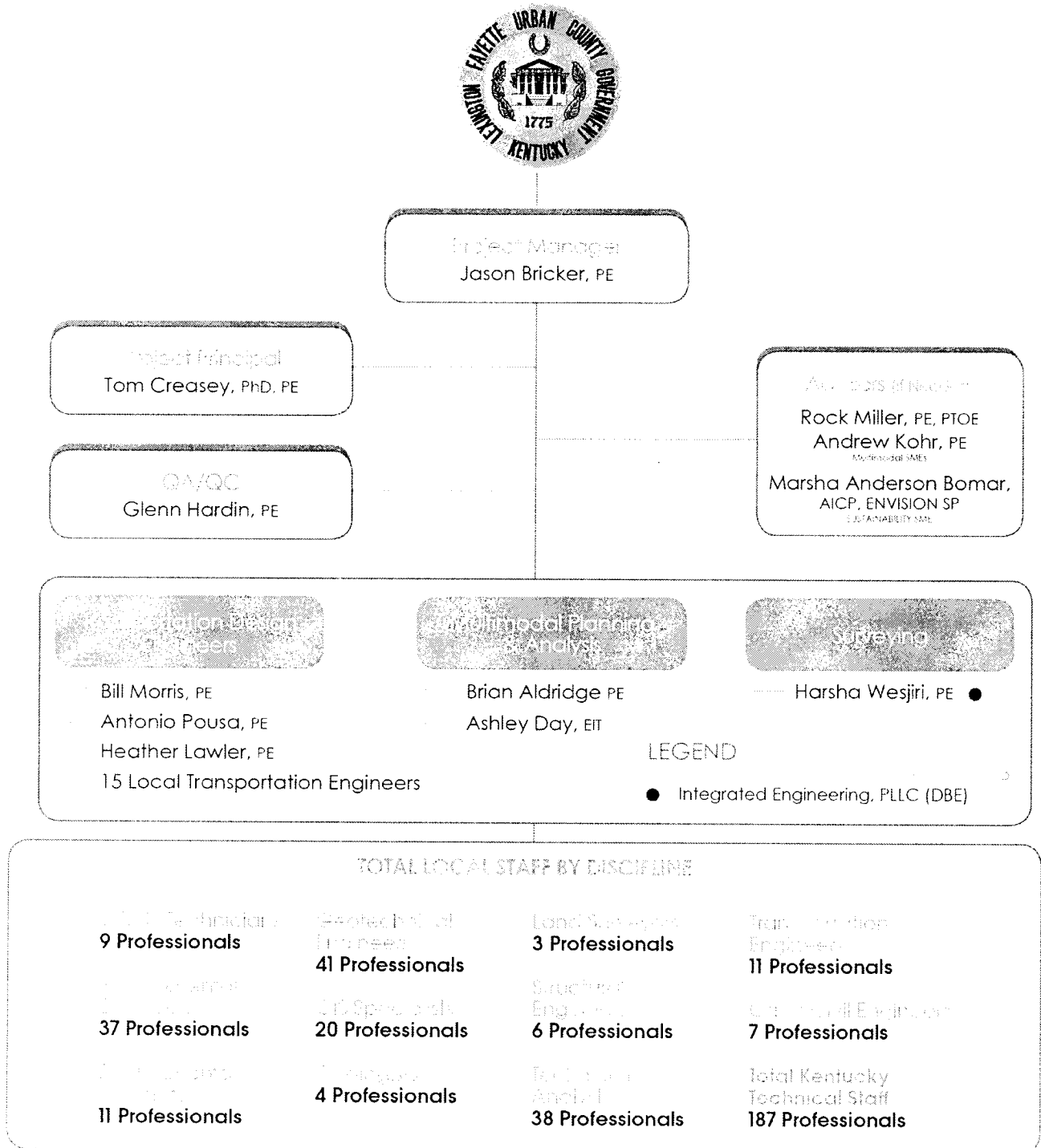
To meet this contract's DBE goals, we've included **Integrated Engineering** on our team to provide surveying services as needed. You can read more about Integrated and our plan to include them on this contract in the DBE Plan section of this submittal.



# Project Team

As the organizational chart below depicts, Jason Bricker, PE, will be your first point of contact for any bike/pedestrian/multimodal project advertised under this contract. He's supported by several other individuals including subject matter experts (SMEs) in multimodal design and environmental sustainability.

## Organizational Chart



## Resumes

One-page resumes for each of the key staff listed above may be found in the Resumes section. The following sections will briefly highlight why each person is a great fit for this contract and tell you a little bit more about how they will work together on this contract to deliver projects to LFUCG in a timely, cost-effective manner.

### Local Team

Project manager **Jason Bricker, PE**, has actively led the Newtown Pike Extension project for close to five years. As a result, he understands LFUCG's expectations of consultant engineers and is the ideal person to lead this contract. For any assignment under this contract, Jason will be your first point of contact. He'll work closely with project principal Tom Creasey and QA/QC lead (and department manager) Glenn Hardin to identify the resources needed for any project to submit an accurate cost estimate that responds to project needs. Upon award of any assignment, Jason will promptly meet with the LFUCG project manager and any other key stakeholders. Throughout the planning and design process, he will coordinate with local staff to address technical elements while driving the project's budget and schedule.



Supporting Jason will be principal **Tom Creasey, PhD, PE**. For several years, Tom has been working closely with LFUCG staff, City Council, downtown businesses, and other key stakeholders to examine the feasibility of converting downtown streets from one-way to two-way operations. Because of this, he too understands LFUCG's expectations of consultant engineers and the unique impacts that multimodal improvements can have on existing infrastructure.



**Glenn Hardin, PE**, will oversee QA/QC efforts, just as he has on multiple projects in Lexington like the Newtown Pike section between I-75 and Ironworks Pike. Like Jason and Tom, Glenn is someone LFUCG already knows well and someone who understands how you do business. His job on this contract will be make sure the team submits accurate, quality plans—which will ultimately help support keeping the schedule moving and keeping project costs down. As the department manager for roadway design, he'll also help Jason assign the staff needed to complete any assignment under this contract.



Jason, Tom, and Glenn will be supported by 18 local transportation engineers. **Bill Morris, PE, Antonio Pousa, PE, and Heather Lawler, PE** in particular have multimodal design experience. As University of Kentucky graduates, they're also deeply familiar with Lexington and the multimodal goals of this community. Our team is also supported by planners **Brian Aldridge, PE** (another UK graduate) and **Ashley Day, EIT**. Brian and Ashley have worked on numerous projects in Lexington throughout their careers, giving them a deep understanding of the city's and county's traffic patterns. They also understand how multimodal projects and traffic patterns interact with each other. Finally, we've included **Lexington-based DBE firm Integrated Engineering** on our team to lead surveying efforts. We've worked with Integrated on several projects throughout Lexington and Kentucky, as you can read in the DBE Participation section of this submittal.

### National Expertise to Support Local Team

To best serve the LFUCG on this contract, we've included three experts from outside of our Kentucky offices to provide support on these projects as needed: Rock Miller, Andrew Kohr, and Marsha Anderson Bomar. Because we're a larger, international firm, we offer local access to some of the US' top experts in multimodal planning/design and sustainability. Few other firms in town can match the relationships and experience we bring to the table. While we'll lead every assignment under this contract from our Lexington offices, we'll reach out to others as needed to learn what solutions have worked best in cities facing challenges similar to Lexington. The city has shown its commitment to learning what other cities and states have to offer by the high participation in Commerce Lex's annual leadership visits to cities like San Antonio, Greenville, Austin, and more. We're excited to bring the experience our team has gained in cities like these to our backyard. Ultimately, including these three leaders on the team will help us streamline project budgets and schedules by allowing us to talk to the folks who have "been there, done that." We won't be feeling our way through the best ways to proceed because we'll use tactics that have proven effective in other states.

**Rock Miller** and **Andrew Kohr** will support multimodal planning and design. As you'll see in their resumes, both have extensive experience working directly with cities like Lexington to implement bicycle and pedestrian trail programs. **Marsha Anderson Bomar** is an ENVISION™ certified expert and will support sustainability efforts on any project. The program we offer is similar to the LEED program and can be beneficial if grants are pursued at later funding stages.

## How We'll Work with You

As soon as you call with a possible assignment, we'll get right to work identifying project needs so we can give you an accurate scope, schedule and cost estimate. Upon award, our first task will be to schedule a kickoff meeting with you.

While tasks under this contract will vary, they all will share common goals

- Engage the Lexington-Fayette County community in meaningful ways
- Generate feasible, affordable solutions and accurately assess the costs, benefits, and impacts; and
- Streamline the development process to keep costs down and schedules moving

This overarching philosophy helps guide the path to any project's successful conclusion because any task will ultimately go back to one of these three goals.

Our previous work on on-call type contracts and LFUCG projects shows we understand your expectations of on-call consultants. We know it's important to you that we keep you in the loop about our progress on assignments and that you have a consultant who can take initiative and be your trusted advisor.

## How We'll Work with the Community

Community engagement can be the most important component of a successful multimodal project because it helps everyone visualize changes to come. While public involvement needs will continue to evolve, what hasn't changed is the universal need for simple, effective communication. We work with the local community to address concerns, mitigate impacts, and build understanding and support for the right projects. As we've demonstrated for our work on Newtown Pike and the Downtown Lexington Traffic Movement and Revitalization project, our public meetings turn Q and A sessions into conversations between real people—not "engineers and planners" and "everyone else."

## Comprehensive Support for Any Project

The unwritten scope item of any contract like this is to help you tackle any challenge that arises. This means we will attend meetings with affected property owners, coordinate closely with utility owners, and many other tasks so that we can support you under this contract. With a workforce of nearly 200 professionals in Lexington and a 13,000-person nationwide staff, we have the local workforce and specialized technical expertise needed to lead any assignment. We can even lead multiple assignments at once.

With a strong team of experts in a variety of disciplines, QA/QC is built in at multiple stages and engages people not involved in the day-to-day activities of the project. Quality work helps us keep projects on budget and on schedule, and is an area we constantly strive to make even better. Our team is committed to the continual improvement of quality in all of our operations by implementing and maintaining a quality management plan (QMP) compliant to the ISO9001:2008 international quality standard. You can read more about the ISO 9001:2008 Quality Management standards on [www.iso.org](http://www.iso.org).

## Clients for which similar work has been performed

Client	Contact Name	Phone Number and Email Address	Project
LFUCG Lexington, Kentucky	Mr. Andrew Grunwald, PE Newtown Pike Project Manager	859-258-3410 Agrunwald@lfucg.com	<b>Newtown Pike Extension</b> Lexington, Kentucky
RYTC District 7 Lexington, Kentucky	Mr. Bob Nunley, PE Project Development Manager	(859) 246-2355 Bob.Nunley@ky.gov	<b>Harrodsburg Road DCD</b> Lexington, Kentucky
LFUCG Lexington, Kentucky	Mr. Chris King, AICP Director of Planning	(859) 258-3262 chrisk@lexingtonky.gov	<b>Downtown Lexington Traffic Movement and Revitalization Study</b> Lexington, Kentucky

# Similar Projects Performed by Key Team Members

Harrodsburg  
Road DCD & Shared  
Use Path

**Date of Service**

Completed 2011

**Construction Cost**

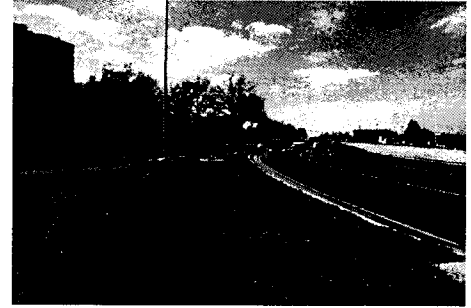
\$6.2M total

**Team Members**

Jason Bricker, PE  
Glenn Hardin, PE  
Antonio Pousa, PE  
Brian Aldridge, PE  
Ashley Day, EIT

**Project Description:** This project became the first DCD (Double Crossover Diamond) in Kentucky. Stantec was responsible for preliminary and final roadway design including shared use path design, traffic analysis, and public/stakeholder outreach.

Shared use paths were added to the project along both sides of the roadway because this particular section of Harrodsburg Road was not bicycle or pedestrian friendly. Portions of the roadway had sidewalks on one side, but there was no pedestrian access within the limits of the interchange. Goals on this project included providing a safe bicycle and pedestrian pathway through the interchange and seamless access to the other non-motorized facilities. Both were accomplished as part of the DCD design.



Newtown Pike Extension,  
Bicycle Lanes & Pedestrian  
Facilities

**Date of Service**

Ongoing

Phase I completed in 2008

**Construction Cost**

\$75M total

**Team Members**

Jason Bricker, PE  
Glenn Hardin, PE

**Project Description:** Stantec was responsible for preparing an engineering design study report, environmental analysis, and Phase I and II design for a 1.3-mile extension of an urban boulevard around the southern portion of Lexington's central business district. The project includes the design of bicycle lanes and pedestrian facilities along the entire length of the route.

The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts. Phase I is complete design and construction is complete.



Johns Hill Road, Bike Lanes  
& Sidewalks

**Date of Service**

Phase I completed in 2008

Phase II underway

**Construction Cost**

\$5M total

**Team Members**

Glenn Hardin, PE

**Project Description:** Stantec was responsible for preliminary and final roadway design and environmental analysis on the project, which is currently in the second phase. The firm's responsibilities include design studies, surveying, drainage design, traffic control, erosion control, right-of-way plans, and construction plans with construction cost estimates.

This project was coordinated with the Kentucky Transportation Cabinet and Northern Kentucky University and accompanied the construction of a new arena and parking garage. Both two-lane rural roadways are being replaced with divided urban roadways with curb and gutter, bike lanes and sidewalks.



I-75 / KY 536 Interchange  
& Shared Use Path Design

**Date of Service**

Ongoing

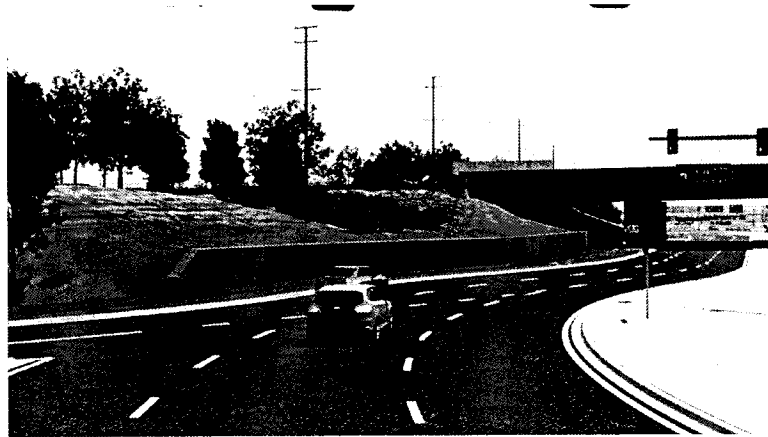
**Construction Cost**

TBD

**Team Members**

Jason Bricker, PE  
Glenn Hardin, PE  
Brian Aldridge, PE  
Antonio Pousa, PE  
Ashley Day, EIT  
Tom Creasey, PhD, PE

**Project Description:** Stantec is responsible for roadway design, public involvement coordination, including a project website, 3D modeling and traffic simulations, signal design and lighting, and design of bike/pedestrian accommodations.



KY 53 Widening & Shared  
Use Path Design

**Date of Service**

Ongoing

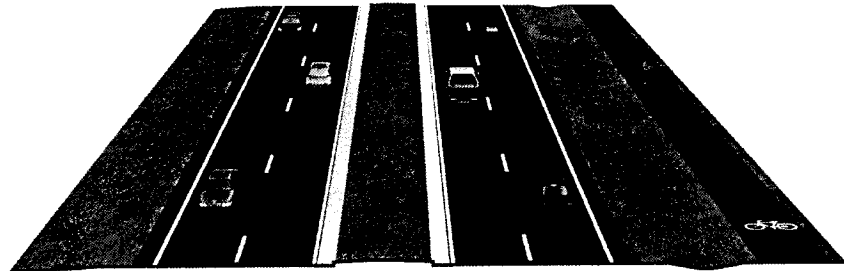
**Construction Cost**

\$8.5 M total

**Team Members**

Jason Bricker, PE  
Glenn Hardin, PE  
Brian Aldridge, PE  
Heather Lawler, PE

**Project Description:** The purpose of the KY 53 widening project is to promote better connectivity, improve safety and reduce congestion on KY 53 between I-64 and US 60. This project will provide an improved connection between I-64 and Shelbyville's downtown and east end, and ties into an adjacent project at the intersection of KY 53 and I-64 (5-65.21). The project includes an adjacent shared use path to one side of the roadway.



UCLA Bicycle Enhancement

**Date of Service**

2013

**Construction Cost**

Varies

**Team Members**

Rock Miller

**Project Description:** We participated in a series of projects to improve conditions for bicycling on the UCLA campus. Our efforts resulted in creating bicycle lanes on important campus roadways and plans for further improvements as funding becomes available. These results are also expected to expand to address issues in surrounding areas of Los Angeles.

Riverside Cemetery  
Master Plan

**Date of Service**

2013

**Construction Cost**

N/A

**Team Members**

Andrew Kohr

**Project Description:** The 80-acre rural cemetery, popular in the 19th century, and its neighbors form an open space along the Ocmulgee River that could be a spine for a growing recreational park and trail network. One component of the master plan is envisioning bicycle and pedestrian connectivity around the periphery of the cemetery. Currently the Ocmulgee Heritage Trail goes through the cemetery, but surrounding facilities are lacking. The master plan identified primary connectivity corridors that included a multi-use trail design along Riverside Drive that would better connect pedestrians and bicyclists with nearby bus stops, residential areas, the cemetery, and commercial spaces.





# Contract 6

## Traffic Signal Design

Lexington-Fayette Urban County Government  
RFP #13-2014

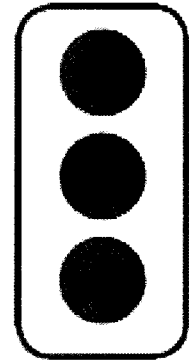
# Firm Qualifications

We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.

The Stantec community unites more than 13,000 employees working in over 200 locations. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

## Why Select Stantec to Provide Traffic Signal Design Services for DOE Projects?

Traffic signal design is an important component of the roadway improvement/development process, and its importance may not be obvious. The proper design and subsequent operation of signals makes it possible for users to traverse the roadway safely. In the court of public opinion, poorly designed signals and lighting are popular targets for complaints. For this reason, this contract will play a key role in numerous transportation improvement projects to help supplement the LFUCG's engineering teams. Signals also represent one of the most time-sensitive aspects of a roadway design project, although developing electrical plans doesn't always command the highest priority throughout much of the pre-construction phase. Design of the electrical items cannot begin in earnest until the final geometrics, right-of-way and utilities have been conclusively established. Typically this provides a narrow window of opportunity to design electrical devices and estimate quantities just a few weeks prior to the construction advertisement date.



To address these challenges, it is important to choose a knowledgeable, experienced, and dependable consultant capable of providing high quality plans in a short amount of time. This is not the kind of contract that benefits from a “fresh look” or should be performed by anything less than a team of experts; most project schedules simply don't offer much time to learn on the job. While electrical engineering and signal design plays a pivotal role in every roadway facility, there are very few firms with electrical engineering experts in Kentucky that understand the intricacies of these systems and can deliver accurate plans under very aggressive schedules.

Based on our past work with the LFUCG, we have a solid foundation and understanding of your expected results and how best to make any LFUCG project a success. Here are the top four qualities our team offers you:

1. **Proven project leadership.** Proposed project manager Bob Flener is someone you know well from his years of work with the KYTC and his work on the Harrodsburg Road DCD. He'll be supported by project principal Tom Creasey, PhD, PE, who is currently leading the Downtown Lexington Traffic Movement and Revitalization Study (the one-way-to-two-way conversion study).
2. **Unique traffic signal design experience in Lexington.** As part of our roadway design projects, Stantec has designed traffic signals. Most recently, we designed the traffic signals and lighting for the Harrodsburg Road DCD. The design of traffic signals for the DCD presented a new challenge with the interchange crossover and required unique signal face arrangements. While a traditional diamond interchange would have a cabinet and independent traffic signal controller hardware at each ramp terminal, the DCD is operated by a single installation. The contractor complimented the traffic control scheme as “well planned and very constructible.” We also designed the lighting for the reconstruction of the Kennedy Interchange in downtown Louisville.
3. **Access to national expertise.** While most of these projects will be completed using 100% Kentucky-based staff, we have included traffic signal design experts on our team to support us as needed. As you'll read, Travis Hurt, Larry Overn, and Rick Reiff have all worked on countless signal design projects in urban areas. They'll be able to provide our team with valuable guidance learned from their experiences and ultimately help support timely and cost-effective project delivery.

4. **Responsive service from years of on-call experience.** Stantec has successfully performed on-call engineering services for several KYTC statewide services contracts so we understand how important it is to be just a phone call away. Under these contracts, Stantec has successfully completed numerous traffic signal design projects as part of on-call service agreements and roadway design contracts. Through these contracts Stantec has developed an excellent relationship with each of our clients and other reviewing agencies, which is why we deeply understand the permitting processes in Lexington and across the state.

## Stantec's History in Lexington

Since the 1960s, Stantec has been a part of the Lexington community. With the acquisition of the firms Fuller, Mossbarger, Scott & May (FMSM) and ENTRAN in the past six years, we've strengthened our offerings in service areas we were already well known for performing. For more than 40 years, we've locally offered services in geotechnical engineering, roadway planning and design, inspection, structures design, design visualization services, and more. Locally, we employ 195 individuals in our two Lexington offices. See the Local Office section of this submittal for more information about our presence in Lexington.



## About the Stantec Team Members

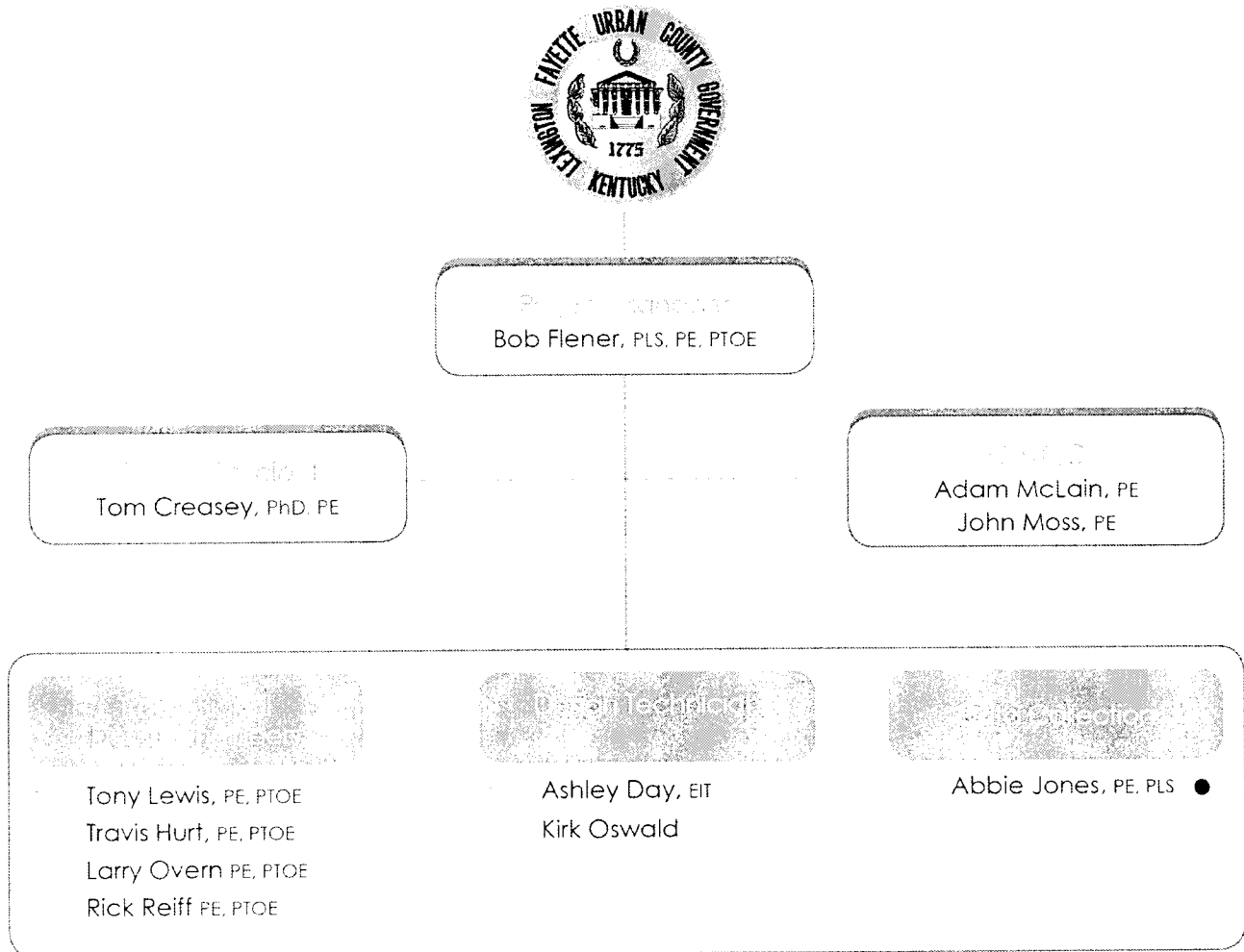
To meet successfully complete all tasks under this contract, as well as DBE goals, we've included **Abbie Jones Consulting** on our team to provide data collection services as needed. You can read more about Abbie Jones and our plan to include her firm on this contract in the DBE Plan section of this submittal.

Abbie Jones Consulting provides manual, tube, video and radar traffic counts. They have several brands and are able to output in Petra Pro, Excel, and others as requested. Their raw data as well as initial quality check balance (if more than one location), photographs, and videos are also provided in non-proprietary format that clients can use as extra tools in their modeling. Their annual traffic count unit price sheet is helpful for clients to quickly respond to budget planning requests and shows how cost effective 12 or 24hr data can be compared to a 2hr manual count. An office-less workplace is ideal for this type of fieldwork and cloud data sharing of processed final data. Before beginning a new project, the firm can conduct a short scoping conversation to clarify all needed details such as bins, time of day, day of week, and any extra collaboration desired. They also have two additional post-processing vendor firms to assist with larger projects or expedited processing speed.

# Project Team

As the organizational chart below depicts, **Bob Flener, PE, PLS, PTOE** will be your first point of contact for any traffic signal design project advertised under this contract. He's supported by several other individuals in our Kentucky offices.

## Organizational Chart



### LEGEND

- Abbie Jones Consulting (DBE)

## Resumes

One-page resumes for each of the key staff listed above may be found in the Resumes section. The following sections will briefly highlight why each person is a great fit for this contract and tell you a little bit more about how they will work together on this contract to deliver projects to LFUCG in a timely, cost-effective manner.