



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #12-2017 – Engineering Services for the Sanitary Sewer System Capacity Assurance Program for Consent Decree** 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 **April 24, 2017**.

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 #12-2017 – Engineering Services for the Sanitary Sewer System Capacity Assurance Program for Consent Decree

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and 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 City 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.

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.

EVALUATION CRITERIA – See Selection Criteria Section in Scope of Services

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

Questions shall be addressed to:

Brian Marcum, Buyer Senior
Division of Central Purchasing
brianm@lexingtonky.gov

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

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

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

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

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

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

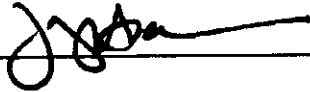
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

continued on next page

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

nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Joe Herman on this the 24th
day of April, ~~2012~~ 2017

My Commission expires: August 25, 2018



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.



Stantec Consulting Services Inc.

Signature

Name of Business

WORKFORCE ANALYSIS FORM
Stanlec Consulting Services Inc.
4/24/2017
Prepared by: Angle Lowers, Marketing Coordinator

Office Location	US EEOG Category	Male		Male										Female						Grand Total	
		Total	Total	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White		
Lexington KY	Executive/Senior Level Officials and Managers	10	1	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	1	11
	First/Mid Level Officials and Managers	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	4
	Professionals	93	23	0	0	2	6	0	0	1	84	0	1	0	0	0	0	0	0	22	116
	Technicians	29	4	0	0	0	0	0	0	0	29	0	0	0	0	0	0	0	0	4	33
	Administrative Support Workers	3	11	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	11	14
	Craft Workers	3	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
	Operatives	4	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	4
	Laborers and Helpers	15	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	15
Lexington KY Total		141	39	0	0	2	6	0	1	1	151	0	1	0	0	0	0	0	0	38	200

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

and MWDBE firms and Veteran-Owned businesses.

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

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

h. 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.

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

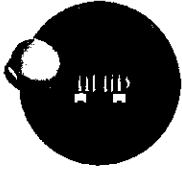
m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

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

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

q. Other--any other evidence that the bidder submits which may show that the bidder has made



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% G Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



January 11, 2016

Notice to Employees: US EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICIES

Stantec Consulting Services Inc. has implemented the following policies and procedures as part of its longstanding commitment to compliance with all applicable equal opportunity and affirmative action requirements.

Equal Opportunity Policy

Stantec is committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment. It is therefore the company's policy to prohibit discrimination and harassment against any applicant, employee, vendor, contractor, customer or client on the basis of race, color, religion, sex, national origin, age, disability, pregnancy, veteran status, genetic information, sexual orientation, gender identity, citizenship status, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

Affirmative Action Policy

Stantec is also a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended ("Section 4212") and Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"). As such Stantec is committed to take positive steps to implement the employment related aspects of the company's equal opportunity policy. Accordingly, it is Stantec's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, women, protected veterans and individuals with disabilities without regard to their race/ethnicity, sex, veteran status, or physical or mental disability. Under this policy, Stantec also will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of the company's business.

The company's affirmative action policy also prohibits employees and applicants from being subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503, Section 4212, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; (3) opposing any act or practice made unlawful by Section 503 or Section 4212 and their implementing regulations, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; or (4) exercising any other right protected by Section 503 or Section 4212 or their implementing regulations.

The non-confidential portions of the affirmative action program for women/minorities, individuals with disabilities and protected veterans shall be available for inspection upon request by any employee or applicant for employment during regular business hours.

Application of Equal Opportunity and Affirmative Action Policies

These policies apply whenever and wherever a company employee is performing a function of his or her job, including all Stantec locations, client worksites, and company-sponsored or client-sponsored business and social functions. The company's equal opportunity and affirmative action policies require that employment decisions be based only on valid job requirements, and extend to all terms, conditions, and privileges of employment including, but not limited to, recruitment, selection, compensation, benefit, training, promotion, and disciplinary actions.

Workplace Harassment, Including Sexual Harassment

A key component of the company's commitment to equal opportunity is zero tolerance for workplace harassment based on, or because of, an individual's race, color, religion, creed, sex, national origin, age, disability, pregnancy, veteran status, sexual orientation, gender identification, citizenship status, or any other reason prohibited by law. Such harassment, whether committed by company personnel or by clients, customers, vendors, or other individuals doing business with Stantec, will not be tolerated.



Prohibited harassment occurs when a supervisor, co-worker, or even a non-employee behaves or acts in such a way that creates a hostile work environment for another employee based on an individual's race, color, religion, creed, sex, national origin, age, disability, pregnancy, veteran status, sexual orientation, gender identity, citizenship status, or other protected characteristic. Stantec management is responsible for ensuring compliance with all aspects of this equal employment opportunity policy and for developing implementation strategies that promote its intent.

Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

After receiving a complaint involving a violation of the company's equal opportunity or affirmative action policy, the company will investigate and take corrective action, as appropriate. Complaints and investigations will be kept strictly confidential to the maximum extent possible. No one, regardless of position or length of service, is exempt from these policies.

Obligations of Company Personnel

Stantec personnel have an obligation to contribute to a harassment and discrimination free workplace. Any employee who suffers or observes harassment or any other violation of this policy is strongly encouraged to notify one of the individuals identified below. Stantec will promptly and thoroughly investigate the alleged misconduct and, if a violation of this policy is found, will take immediate and appropriate corrective action.

Pay Transparency

Stantec will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. Employees, however, who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

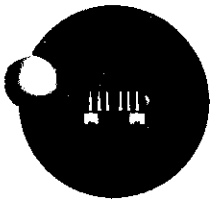
Responsibility for Implementation

As CEO, I fully support our affirmative action program and the policy of Pay Transparency. I am committed to the implementation of the Stantec's equal opportunity and affirmative action policies. Stantec's affirmative action programs for minorities, women, people with disabilities, and protected veterans are available for review during regular business hours. The US EEO/AAP Compliance Manager and Human Resources are responsible for administering the affirmative action programs in the United States. These people are also responsible for conducting an analysis of all personnel actions to ensure equal opportunity and for submitting reports on the progress of our equal opportunity efforts. Employees or applicants who feel they have been discriminated against should contact them.

We request the support of all employees in accomplishing equal employment opportunity.

A handwritten signature in black ink, appearing to read "Bob Gomes", written over a horizontal line.

Bob Gomes, CEO, Stantec



LFUGG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Blue Heron Engineering Laurie Chase, President PO Box 1508 Dublin, OH 43017 (614) 425-7462 lchase@blueheronengineering.com	WBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
2. Integrated Engineering, PLCC Harsha Wijesiri, President 166 Prosperous Place, Ste. 220 Lexington, KY 40509 (859) 368-0145 harsha@int-engineering.com	DBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
Jackson Group Rick Wolf, Dir. of Engineering 3945 Simpson Lane Richmond, KY 40475 (859) 623-0499 rwolf@jacksongroupco.com	SDVOB	As Needed CMOM Tasks	TBD by Task	TBD by Task (3% anticipated)
4.				

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

Stantec Consulting Services Inc.

Joe Herman, PE

Company

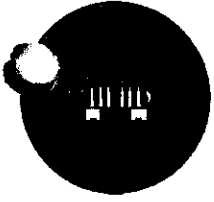
Company Representative

4/24/2017

Principal / Project Manager

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

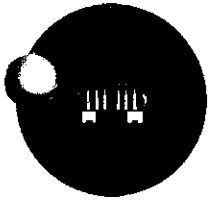
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 12-2017

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

Company Name Stantec Consulting Services Inc.	Contact Person Joe Herman, PE
Address/Phone/Email 3052 Beaumont Centre Lexington, KY 40513 (859) 422-3000 joe.herman@stantec.com	Bid Package / Bid Date 12-2017 / 4-24-2017

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Blue Heron Engineering x 1508 OH 43017	Laurie Chase	(614) 425-7462 lchase@blueheronengineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	WBE	no
Integrated Engineering, PLLC 166 Prosperous Place, Ste 220 Lexington, KY 40509	Harsha Wijesiri	(859) 368-0145 harsha@int-engineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	DBE	no
Jackson Group 3945 Simpson Lane Richmond, KY 40475	Rick Wolf	(859) 623-0499 rwolf@jacksongroupco.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	SDVOB	yes

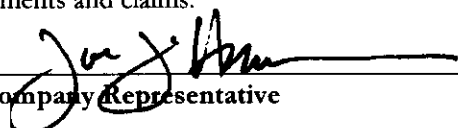
(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Stantec Consultant Services Inc.

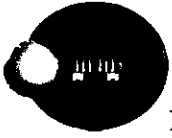
 Company
 April 24, 2017

 Date



 Company Representative
 Principal

 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Joe Herman, PE Title: Principal / Project Manager

Telephone Number: (859) 422-3000 Fax Number: (859) 422-3100

Email address: joe.herman@stantec.com

GENERAL PROVISIONS

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

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

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

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

4/24/2017

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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 LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<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 aggregate	\$1 million per occurrence, \$3 million
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.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty

endorsement unless it is deemed not to apply by LFUCG.

- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. 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 LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If 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. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of June 8, 2017, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and Stantec Consulting Services Incorporated with offices located at 3052 Beaumont Centre Circle, Lexington KY, 40513-1703 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for Engineering Services for the Sanitary Sewer System Capacity Assurance Program for the Consent Decree as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #12-2017 (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the section VII. Compliance Measures Relating to Sanitary Sewer System, Paragraphs 15 & 16 obligations of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #__-2017 (Including Appendices _____ and Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.

4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #12-2017).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #__-2017, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #__-2017, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5)

business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall

be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5.** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6.** Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order 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 Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1. **Methods of Payment for Services of CONSULTANT.**
 - 5.1.1. **For Basic Services**

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. CONSULTANT binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent

shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage 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.

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

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

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

SANITARY SEWER SYSTEM CAPACITY ASSURANCE PROGRAM

Scope of Engineering Services

The Lexington-Fayette Urban County Government (LFUCG), Division of Water Quality (DWQ) is accepting proposals from interested consulting engineering firms for the continued implementation of its EPA approved sanitary sewer System Capacity Assurance Program (SCAP). This scope includes the management and administration of all SCAP activities as directed by LFUCG's System Capacity Assurance Program (SCAP) Manger including:

- Maintenance of a public facing SCAP database that provides a transparent accounting of available sanitary sewer capacity within the service area;
- Management and calibration of the current hydraulic model (Mike Urban) resulting from:
 - Sewer capacity withdrawals assigned to new service connections
 - Sewer capacity inputs from a wide variety of system upgrade projects
 - Data collection and analysis of ongoing, annual flow monitoring; and
- Other Capacity, Management, Operations and Maintenance (CMOM) tasks as directed by the SCAP Manager.

This scope is intended to generally describe the services required for continued implementation of the SCAP. Proposers are strongly urged to consult the approved SCAP (dated July 3, 2013) and Consent Decree (as entered on January 3, 2011) for appropriate details—these documents are available on the LFUCG webpage: <https://www.lexingtonky.gov/consent-decree>.

In cases where there is no definition of term or phrase provided by this scope, a definition contained in the Consent Decree prevails first, followed by the approved SCAP.

The approved SCAP has been implemented in accordance with the schedules set forth in the approved plan. Two key elements of the implementation are:

1. The development and use of the public access SCAP database (CTIMS) that provides a transparent accounting of available sanitary sewer capacity; and
2. The interface of the public facing SCAP database with LFUCG's asset management software (Accela).

While LFUCG maintains a staff dedicated to day to day administration of the SCAP, LFUCG wishes to continue use of externally provided project management services, authorized under separate tasks orders to:

1. Provide general project management services for the continued implementation of all aspects of the approved SCAP.
2. Provide administrative and technical support to the LFUCG SCAP staff, (E.g. independent technical review of SCAP requests, update the hydraulic model, and interface with ACCELA to calculate credits earned).

3. Maintain appropriate ledgers including the Sewer Capacity Wait List.
4. Other CMOM program requirements as approved by the SCAP Manager and the Director, Division of Water Quality.

Term

The SCAP Engineering Services Agreement will be for one (1) year in duration, with up to four mutually agreeable annual renewals, subject to the specific terms and conditions of the contract documents.

General Project Background

Since March 2008, the Lexington Fayette Urban County Government (LFUCG), Division of Water Quality has been implementing required provisions of its federal Consent Decree. Provisions implemented to date include:

- Development / regulatory submission of various work plans including a Sanitary Sewer System Assessment (SSSA) Work Plan, a Sanitary Sewer System Capacity Assessment Work Plan, a Hydraulic Model Report and System Capacity Assurance Program.
- Sewer System Assessment (SSA) reports for Groups 1, 2, and 3, as defined by the Consent Decree.
- Remedial Measures Plan (RMP) for Group 1, 2, and 3, as defined by the Consent Decree.
- All CMOM specific report plans.
- List of Authorized Connections (Paragraph 16.B.viii of the Consent Decree).

Section VII, Paragraphs 15 & 16 of the Consent Decree are most relative to this scope of services because they:

1. Define the required scope for the SCAP - Consent Decree Paragraph 16.B
2. Define the hydraulic model requirements - Consent Decree Paragraph 15.E: Hydraulic Model Report
3. Define the parameters for flow monitoring and data collection necessary to complete calibration of the hydraulic model - Consent Decree Paragraph 15.D: Capacity Assessment Work Plan

All prospective proposers should have a complete understanding of the intent and requirements the Hydraulic Model Report, the System Capacity Assurance Program along with the SCAP requirements of Consent Decree Paragraph 16.B in order to meet the obligations associated with this scope of services. The Hydraulic Model Report, the System Capacity Assurance Program and the Consent Decree can be obtained by accessing LFUCG's webpage at <https://www.lexingtonky.gov/consent-decree>.

Scope of Services

- A. The successful Proposer (System Capacity Assurance Program Consultant) will be required to assist DWQ in ongoing maintenance and oversight of the approved System Capacity Assurance Program in accordance with the Consent Decree.
- B. During the duration of this contract, LFUCG may pursue modifications to the current SCAP enabling ordinances. To accomplish this task, LFUCG would form a Task Force consisting of interested parties (city officials, business leaders and neighborhood leaders) to provide perspective and input in developing the content of any ordinance changes. **This effort would be limited to ordinance or policy changes that do not impact the EPA approval status of the SCAP.** The Capacity Assurance Program Consultant may be required to lead the Task Force by:
- Educating Task Force members with respect to the Consent Decree required components of the SCAP.
 - Providing technical guidance, functional direction and clerical support during monthly progress meetings.
 - As approved by the LFUCG SCAP Manager, completing all research necessary to establish benchmarks for LFUCG's SCAP in comparison with other cities already operating under a similar EPA enforced -SCAP.
 - Incorporating Task Force recommendations for the overall improvement of LFUCG's current and proposed sanitary sewer extension, tap-on permit issuance ordinances, policies, procedures or processes, provided that those recommendations are not in conflict with any prior commitments made in the EPA approved SCAP.

Organizations expected to participate in the Task Force are identified in Section III.B of this scope.

- C. The SCAP Consultant will be required to utilize the existing Mike Urban sanitary sewer system hydraulic modeling software for all sanitary sewer system analysis. Updates to the model will be made by accessing the ACCELA (Asset Management System) program. Data contained within ACCELA is required to calculate capacity credits and allocations.
- D. LFUCG currently has the following systems to accurately track system capacity credits. Capacity credits are from a wide variety of sources including:
- i. ACCELA- Sewer Line Maintenance/I&I (pipeline repairs, manhole repairs, manhole lid replacements, infiltration pan installations, etc.)
 - ii. ACCELA/On Base - Capital Construction Program (pump station upgrades, pipeline replacements, storage facility construction, etc.)
 - iii. ACCELA- Private Property Program (sump pump redirections, private lateral repairs, cleanout cap replacement, downspout disconnects, etc.)
 - iv. Capacity Tracking and Inventory Management System (CTIMS) a custom software application utilized by DWQ to manage the sewer capacity inventory.
 - v. Sewer Tap-on Desk (sewer plug permits for demolitions)

- vi. Division of Engineering - (sanitary sewer replacements associated with roadway improvements, Community Development Block Grant (CDBG) projects or other urban renewal projects)
- vii. Division of Building Inspection - (remodels and/or retrofits that effectively increase or decrease sanitary sewer capacity demand)

As noted above, CTIMS is a customized software application that captures all of the capacity credits and the allocation of credits requested by the development community. The SCAP Consultant will be required to maintain this program including the public access portion.

- E. The SCAP Consultant will be responsible for directing the future procurement and/or implementation of all services necessary to accurately implement the approved SCAP and recalibrate the model as necessary, including 3rd party field level flow monitor installation and maintenance. This procurement and/or implementation service is a component of this contract and will be authorized by separate, unique task orders.
- F. For the duration of the approved contract, the SCAP Consultant will be responsible for all aspects of the CAP implementation, including hydraulic model recalibrations, capacity credit validation, capacity allocation tracking, connection approvals / certifications and reports as required by the approved SCAP. Potential proposers to this scope of services are strongly encouraged to review the details of related documents posted on the LFUCG web site.

Related Matters

- A. Any and all other technical requirements for this Scope of Services can be found in Paragraph 16 of the Consent Decree, and the approved System Capacity Assurance Program. In addition to the technical requirement, multiple partners may be affected by the continued implementation of the SCAP. The future success of the program may depend on involvement of a future Task Force that includes representatives from the following list:
 - Lexington Homebuilders Association
 - Commerce Lexington
 - Fayette County Neighborhood Council
 - Fayette Alliance
 - LFUCG Administration / Economic Development / LFUCG Urban County Council
 - LFUCG Planning Commission / LFUCG Planning
 - LFUCG Building Inspection
 - LFUCG Engineering -New Development
 - LFUCG Division of Water Quality

This list is not intended to be all inclusive. The final makeup of any future Task Force would be at the discretion of the Urban County Mayor and Council. **NOTE: THE FORMATION OF A TASK FORCE DURING THE COURSE OF THIS CONTRACT IS NOT A CERTAINTY; THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

- B. In addition to the Task Force meeting described above, the SCAP Consultant shall prepare, administer and attend project progress meetings with the SCAP Manager and his designees.

Summary of Deliverables

The following is a list of typical, frequent deliverables expected under this Scope of Services. The list is intended solely as a guide and may not be an all-inclusive list of deliverables associated with this Scope of Services.

- A. Technical review and recommendation for all Sanitary Sewer Capacity Requests.
- B. Technical Memorandum on the yearly Hydraulic Model updates.
- C. Submission of all SCAP summary data for inclusion in LFUCG’s quarterly and annual reports to EPA.
- D. Technical letters to summarize the conclusions for any hydraulic model evaluation requests submitted by LFUCG’s Remedial Measures Program team.
- E. Development of a Scope of Services for all Flow Monitoring work where the data will be used to recalibrate the Hydraulic Model.
- F. Preparation of meeting agendas and notes for monthly progress meetings.

Fee Estimate Format

Proposal fee estimates should be provided using TABLE 1 **ESTIMATED FEE SCHEDULE – BASIC SCAP SCOPE DELIVERABLES** table provided. For the purposes of contract award, the lump sum fee total provided in the table will be the pricing component used in the overall evaluation and scoring of proposals.

Table 2 – Key SCAP Team Members must be completed in response to this Scope of Services. This information will not be utilized in evaluating contract award but will be utilized in the event of award; as a basis for developing and approving future Task Orders.

Selection Criteria

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

Overall expertise of the firm in service category	20 points
Overall expertise of the Team members in service category	20 points
Past performance in the service category	20 points
Project Manager Qualifications	15 points
Risk Management Plan	5 points
Office status and location of employees	10 points
Hourly Rates	<u>10 points</u>
	100 points

Schedule and Completion

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

Proposals Due to Purchasing: April 24th, 2017

Meeting to Negotiate Contract: May 1, 2017

LFUCG Approval of Contract: June 1, 2017

Notice to Proceed: July 1, 2017

Method of Invoice and Payment

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each Task for both the billing cycle and the cumulative project period. The SCAP Manager shall respond to the invoice within thirty days, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

Miscellaneous

- A. All plans, specifications and accompanying documents associated with this Scope of Services are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality. The SCAP Consultant shall be responsible for ensuring that all documents prepared by the SCAP Consultant are transferred to the Division of Water Quality.
- B. Any data collection or data transfers associated with this project shall be compatible with existing Geographic Information System parameters used by the Urban County Government. Access Data Base formats will be provided.
- C. All data files associated with hydraulic analysis software shall be easily and readily edited and documented and configured to operate with Arc Info and ArcView- GIS.
- D. All material, policies, plans, computer models, reports and other data shall become the property of LFUCG and shall be for its exclusive use only. The SCAP consultant may retain copies of the work products listed above but shall not use, provide or share such work products in any way or with any other clients without the express, written consent of LFUCG's Commissioner of Environmental Quality and Public Works.

APPENDIX II

TABLE 1: ESTIMATED FEE SCHEDULE – BASIC SCAP SCOPE DELIVERABLES

Task	Estimated Total Annual Hours for Task	Estimated Total Annual Fee
Overall SCAP project management.		
Public facing SCAP software development and maintenance.		
Complete review / issue recommendations for capacity requests (assume 400 per year).		
Preparation and submission of four (4) Quarterly Reports and one (1) Annual Report to LFUCG.		
Draft procurement documents, including site maps, for annual flow monitoring (assume 30 sites).		
Complete analysis of flow data collected at the 30 sites (assume 120 day data collection period) and recalibrate model with synthesized data (assume all data is collected for a single watershed).		
Complete review / issue recommendations for model compliance of capital improvement projects designed as part of the annual CIP (assume 50 per year).		
Conduct and document monthly project progress meetings with LFUCG SCAP staff.		
TOTALS		

TABLE 2: KEY SCAP TEAM MEMBERS

Title	Hourly Rate



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)
4/29/2017

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

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

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : American Guarantee and Liab. Ins. Co.	26247
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1426517 STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES **CERTIFICATE NUMBER:** 14658076 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820	5/1/2017 5/1/2017	5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LEXINGTON, KY. STANTEC PROJECT : 175662009L;100 RE: SANITARY SEWER SYSTEM CAPACITY ASSURANCE PROGRAM LEXINGTON-FAYETTE URBAN COUNT GOVERNMENT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, ASSIGNS, VOLUNTEERS AND SUCCESSORS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THIS COVERAGE IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14658076
LFUCG DIVISION OF RISK MANAGEMENT
200 EAST MAIN STREET, SUITE 925
LEXINGTON KY 40508


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

AUTHORIZED REPRESENTATIVE

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AM Best Ratings:

Coverage	Issuing Carrier:	AM Best Rating	AM Best Financial Size
General Liability	Zurich American Insurance Company	A+ (Superior)	XV (\$2 Billion or greater)
Auto Liability	Travelers Property Casualty Company of America	A++ (Superior)	XV (\$2 Billion or greater)
Excess Liability	American Guarantee and Liab. Ins. Co.	A+ (Superior)	XV (\$2 Billion or greater)
Workers Compensation	Travelers Property Casualty Company of America	A++ (Superior)	XV (\$2 Billion or greater)



Engineering Services for the
Sanitary Sewer
System Capacity
Assurance Program
Continued
Implementation

RFP-12-2017

Prepared for:

Lexington-Fayette
Urban County Government

April 24, 2017





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

April 24, 2017
File: pr_561217

Attention: Brian Marcum, Senior Buyer
Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

Dear Mr. Marcum,

Reference: RFQ #12-2017 for Engineering Services for the Sanitary Sewer System Capacity Assurance Program for Consent Decree

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our Team are **Blue Heron Engineering Services (BHES), Integrated Engineering, PLLC** (Integrated) and **Jackson Group** (Jackson). BHES is a certified woman-owned business enterprise (WBE) located in Columbus, Ohio. Integrated is a minority-owned, Disadvantaged Business Enterprise (DBE) located in Lexington. Jackson is a service disabled Veteran-Owned Business Enterprise (VBE) located in Richmond, Kentucky. With the addition of BHES, Integrated and Jackson, we are committed to meeting or exceeding your DBE and VBE procurement goals for this project.

Work on your project will be executed from our **Lexington office**. We have a staff of approximately 200 professionals in Lexington and 22,000 corporate-wide should additional specialized expertise be needed.

To assist in your review, we have organized our proposal to match the selection criteria identified on page 5 of your RFP and separated each section with tabs. A separate tab in the back of the proposal contains the required procurement forms, addendum acknowledgements and subconsultant documents.

Our Team offers a number of distinct advantages:

- **Continuity in program implementation.** Since the program's launch in July 2013 we've been performing technical reviews on capacity requests and assisting LFUCG in your System Capacity Assurance Program (SCAP) management and tracking. Our institutional knowledge will ensure a smooth transition to continued implementation of the SCAP and minimize any disruption to LFUCG or its customers.
- **We understand how all the pieces fit together.** Key members of our Team were involved on the SCAP, Sanitary Sewer Assessments (SSAs), and development of your Remedial Measures Plan (RMP). We understand the inter-relationship between the RMP and SCAP,

Design with community in mind



April 24, 2017
Brian Marcum, Senior Buyer
Page 2 of 2

Reference: RFQ #12-2017 for Engineering Services for

and can leverage our understanding of the collection system from the SSAs to support your ongoing inflow and infiltration reduction efforts.

- **Demonstrated fiscal responsibility your Consent Decree programs.** We are projected to complete the first 5 years of the SCAP approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under the contract budget and we routinely completed our RMP assignments below established budgets established by your RMP Consultant.
- **Low risk.** We've assigned the same key team members that were responsible for your initial SCAP development and implementation to this opportunity. No learning curve or unanswered questions about our ability to help you get the job done. We know we'll be successful, because we've done it before together.
- **Minimal chance of conflicts of interest.** Land development is less than 1% of the Lexington office's annual revenue. We simply don't do development work in Fayette County or the surrounding counties. This greatly reduces the chance that we'd have to excuse ourselves from our SCAP implementation duties due to a conflict of interest.
- **Personal Commitment.** We are proud of the program we've built together in the City where we live and work. We want it to succeed as much as you do.

We consider the partnership we've developed over the last five years successfully developing and implementing Lexington's SCAP a positive one and look forward to the opportunity to assist you in its continued implementation.

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

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Joe Herman".

Joe Herman, PE
Principal
Office: (859) 422-3043
Cell: (859) 806-9282
joe.herman@stantec.com

1.0 INTRODUCTION

Background

Section VII.16B of the Consent Decree obligates Lexington-Fayette Urban County Government (LFUCG) to implement a System Capacity Assurance Program (SCAP) for their sanitary sewer system. Under the provisions in the SCAP, LFUCG may only authorize new connections (or flow additions) if adequate capacity can be certified in the collection, transmission and wastewater treatment systems. In the absence of this certification, new connections may also be authorized by use of a “banked credit system”. The banked credit system allows flow removal from qualifying improvements (inflow and infiltration [I/I] removal, off-line storage, capacity enhancements) to be used to offset flow from new connections at an exchange rate (trade ratio) prescribed in the Consent Decree. To date, all capacity requests have been approved under the banked credits system.

A timeline highlighting key milestones in the development and implementation of LFUCG’s SCAP is presented in **Figure 1.1**. Additional milestones relative to LFUCG’s Remedial Measures Plan (RMP) and Sanitary Sewer Assessments (SSAs) are also included in the timeline. Both the RMP and SSAs are integral to continued SCAP implementation.

- Hydraulic modeling to support final planning and design efforts for RMP capital improvement projects is performed by the SCAP Consultant to ensure that completed improvements will allow the certification of adequate capacity. Additionally, earned capacity from completed RMP projects is harvested to replenish capacity reserves within the banked credits system.
- System condition information collected during the SSAs, in conjunction with subsequent field investigation activities completed by the Division of Water Quality as part of their annual I/I reduction program, is vital to understanding earned credit potential within the collection system. I/I removal efforts provide a mechanism to allow for continued economic development within Lexington, while carefully preserving environmental quality. Collected SSA and other field inspection information are used to identify/manage opportunities to remove of extraneous water that can be used to offset flow additions from new connections and redevelopment activities.

Looking Ahead

The timeline in Figure 1.1. looked back at the key milestones in development of the SCAP. Looking forward, continued implementation of the SCAP over the next one to five years will include:

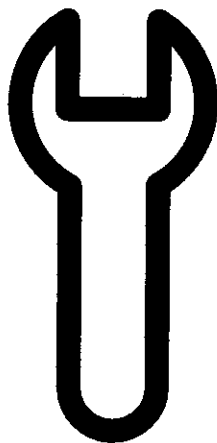
- Technical review of received capacity requests and maintenance of the bank ledgers in accordance with the requirements outlined in the approved SCAP Plan;
- Merging capacity banks, per established protocols, as hydraulic capacity is restored through completion of RMP and other capital projects;
- Harvesting earned capacity from completed capital improvements and qualifying sewer rehabilitation activities;
- Maintenance of the Capacity Tracking Information Management System (CTIMS) web portal used to track/manage the SCAP;
- Management and annual recalibration of the hydraulic model of LFUCG’s sewer system;

- Modification of the SCAP ordinance is anticipated to incorporate local policy decisions (non-regulatory) changes to SCAP implementation;
- Hydraulic modeling support during RMP project planning and design efforts;
- Technical support for LFUCG's I/I removal activities focused on replenishing SCAP banks, restoring adequate capacity, and reducing the need or cost of upcoming RMP projects;
- Technical support in the procurement, management, and/or implementation of services necessary to implement the SCAP; and
- Other Capacity, Management, Operations, and Maintenance (CMOM) tasks as directed by LFUCG.

Stantec has been directly involved in the successful development and implementation of your SCAP. We also led your SSAs and were part of the three-consultant firm that developed the RMP. An outcome of this experience is that we are well-positioned to continue implementation of your SCAP and can leverage our institutional knowledge to assist you in facing the new challenges that await in the next five years.

Organization of Our Proposal

To aid in the evaluation of our qualifications, we have organized our proposal to mirror the selection criteria outlined in your RFP. Our proposal has been specifically developed to be as concise as possible. We understand the value of your time and recognize that over the past five years as your SCAP Consultant, you've had a front-row seat to observe our capabilities, commitment, proven fiscal responsibility, and professionalism.



With direct involvement in your SCAP, SSAs, and RMP development, we understand how all the "parts" fit together.

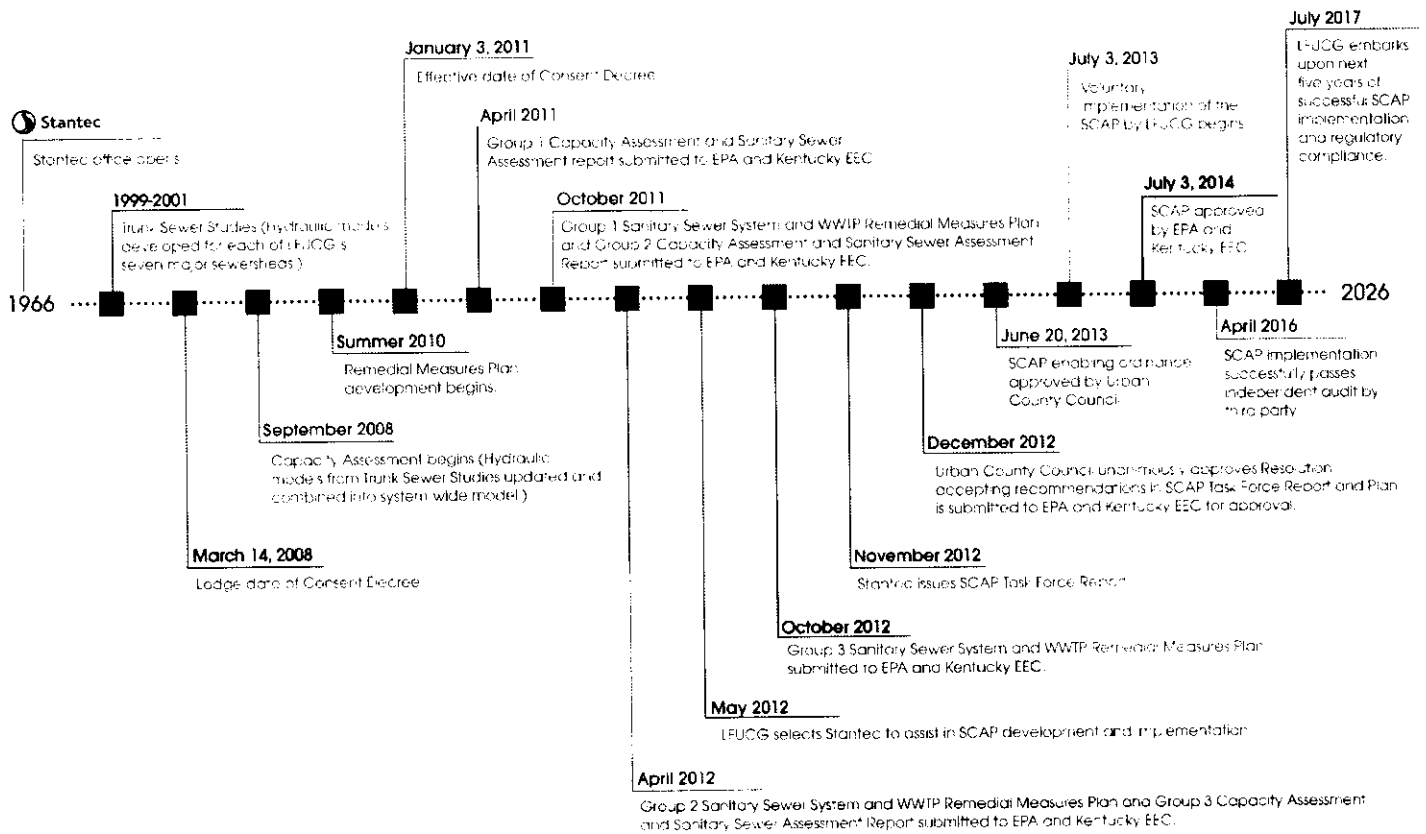


Figure 1.1. Key Milestones in SCAP Development and Implementation

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) INVOLVEMENT

Joining the Stantec Team are **Blue Heron Engineering Services, LLC (BHES)**, **Integrated Engineers, PLLC (IE)** and **Jackson Group (JG)**.



BHES is a certified women-owned business (WBE), located in Columbus, Ohio, with specialized experience on CMOM, I/I investigations, private property programs, regulatory support, and technical writing/editing.

The founder and president of BHES, Laurie Chase is a Stantec alumnus, and completed your CMOM Self-Assessment while at Stantec. At BHES she has assisted in developing/implementing CMOM programs for nearly two dozen municipalities (see inset).



IE is a certified minority-owned business enterprise (MBE) established in 2005 and is headquartered in Lexington. IE offers professional engineering, surveying and landscape architecture services. IE employs a total of 33 professionals in three offices (Lexington, Louisville, and Florence, KY). IE assisted Stantec in developing your SCAP program by providing insight into the land development process and assisting in conducting Task Force meetings. IE is also currently serving as a subconsultant on your CMOM program and served in a similar capacity on your Capacity Assessment project.

LFUCG named Integrated Engineering the 2016 Kentucky Minority Owned Small Business of the Year



JG, established in 2006, is a service-disabled veteran-owned business enterprise (VBE) recognized by LFUCG.

JG provides environmental sciences and engineering consulting services and is in Richmond, Kentucky.

Collectively, these three firms bring a broad range of skills and expertise to our Team, offering LFUCG's SCAP Manager and DWQ Director ample flexibility in completing the as-needed CMOM and SCAP-related assignments and ensuring that LFUCG's procurement goals are met for this contract.

BHES CMOM Project Experience

- City of Atlanta (GA) Watershed Mgmt Bureau
- City of Carlsbad (CA) Utilities Dept
- Charlotte Water (NC) Municipal Utilities Dept
- Central Contra Costa Sanitary District (CA)
- City of Charlottesville (VA) Public Utilities Division
- Clark County (NV) Water Reclamation District
- City of Green Bay (WI) Public Works Dept
- City and County of Honolulu (HI) Environmental Services Dept
- Jefferson County (AL) Environmental Services Dept
- Milwaukee Metropolitan Sewer District (WI)
- NEW Water, Green Bay (WI)
- City of Pacifica (CA) Collection Systems Maint Division
- City of Sacramento (CA) Department of Utilities
- San Antonio Water System (TX) Water System
- City of San Diego (CA) Metro Wastewater Collection Division
- San Francisco (CA) Public Utility Commission
- City of Santa Barbara (CA) Water Resources Division
- Seattle (WA) Public Utilities
- City of Sioux City (IA) Field Services/Utilities Division
- Town of Vienna (VA) Department of Public Works
- Winston-Salem/Forsyth County (NC) Utility Commission

3.0 OVERALL EXPERTISE OF FIRM

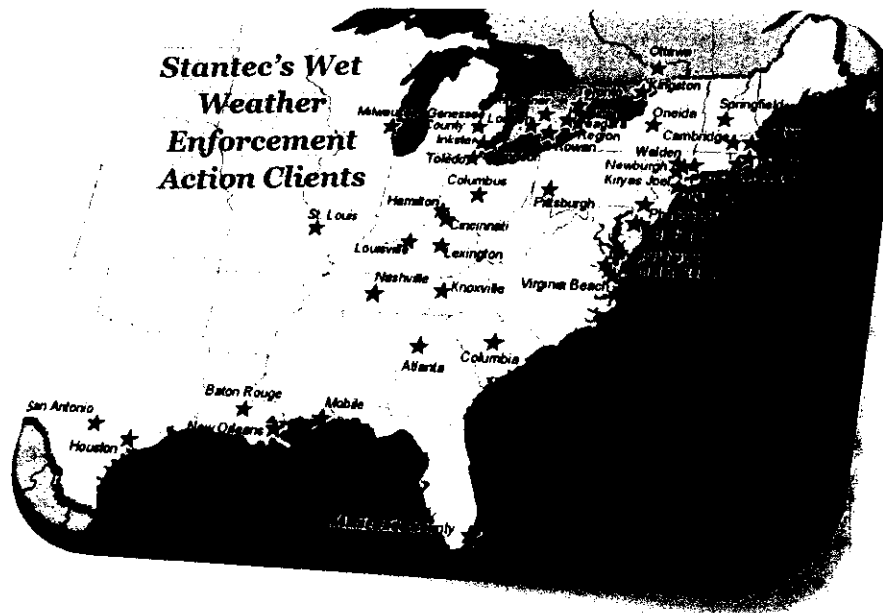
About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record for providing quality wastewater and stormwater services to LFUCG for over 30 years. Nationally, Stantec unites approximately 22,000 employees working in over 400 locations across six continents. Locally, we employ nearly 200 professionals in our office at 3052 Beaumont Centre Circle in Lexington.

With the recent acquisition of MWH Global in May 2016, we have bolstered our wastewater expertise and capabilities. This expertise includes specialized experience in other successful CMOM programs for large municipalities, including: Atlanta (GA), Houston (TX), Baltimore (MD), and Miami-Dade County (FL).

In Lexington, our local Water group has established a strong working relationship with the LFUCG Division of Water Quality. Many of our recent assignments with LFUCG have been in a program management capacity associated with the Consent Decree, including: Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and our ongoing work over the past five years on the SCAP.

Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



Many of our clients are under a federal Consent Decree or other wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost-effectiveness. Stantec is one of those consultants. The figure (above) highlights some of our wet weather enforcement clients.

Relevant Project Experience

The following paragraphs highlight some of our relevant project experience. This experience includes your SCAP, RMP and SSAs, as well as wet weather program experience with other progressive communities. The experience has been categorized to mirror the basic competencies required for continued implementation of your SCAP.

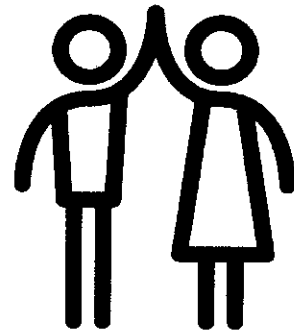
Capacity Assurance Programs & Hydraulic Modeling

System Capacity Assurance Program (SCAP), LFUCG, Lexington, Kentucky. Stantec is serving as LFUCG's SCAP Manager under a five-year contract initiated in 2012. In this role, we were responsible for initial program development and ongoing implementation of the SCAP following the July 3, 2013 public roll-out. During program development, we:

- Led the SCAP Task Force meetings with Urban County Councilmembers, LFUCG Divisions/Departments, and community stakeholders to review and evaluate proposed program elements.
- Prepared a SCAP Task Force Recommendations report that was approved by the Urban County Council.
- Developed a web-based portal for managing and tracking capacity allocations that includes a public-facing component to foster transparency within the SCAP.
- Harvested earned credits from completed capital improvement and qualifying sewer rehabilitation activities prior to the onset of SCAP implementation.
- Identified and determined capacity needs for grandfathered properties/development.
- Assisted in preparing the SCAP enabling ordinance that was approved by the Urban County Council in June 2013.
- Prepared the SCAP Plan document and assisted in negotiating its approval with the US Environmental Protection Agency (EPA) and Kentucky Energy and Environment Cabinet (EEC).

As part of the ongoing SCAP implementation, we:

- Processed over 600 sewer capacity requests for proposed development activities in Fayette County since the July 3, 2013 program launch.
- Developed hydraulic model simulation request and reporting protocols to ensure effective communication/documentation of model results to LFUCG's RMP Team.
- Completed over 170 hydraulic modeling requests to support RMP project planning and design efforts.
- Supported annual temporary flow monitoring efforts (2014 – 2016) by preparing RFP, performing bid reviews, and analyzing collected data to support model updates and quantification of I/I removal effectiveness.
- Performed annual updates/recalibration to the hydraulic model based on annual flow monitoring data and completed capital improvements to the sewer system.

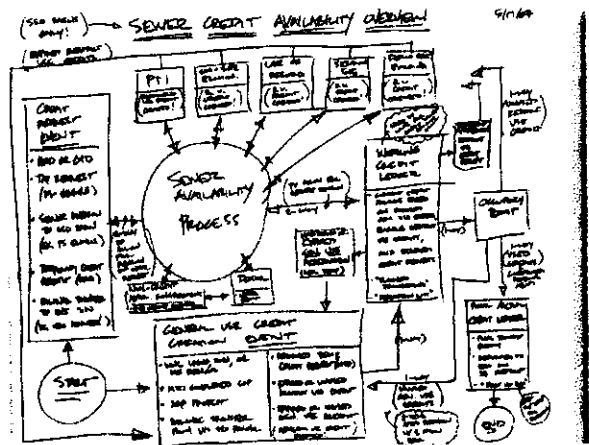


We've only listed projects where one or more of the individuals identified in the Organization Chart (page 12) provided a significant contribution.

- Developed Earned Credit Forecasting maps to assist LFUCG's SCAP Manager in staying abreast of capacity needs and managing the sewer capacity Wait List.
- Developed a Procedures Manual and Policy Memoranda to document SCAP implementation protocols.
- Supported development of LFUCG's permanent flow monitoring network by identifying locations, preparing technical specifications, and providing QA/QC of collected data to verify proper measurement by the meters.
- Supported LFUCG's quarterly and annual reporting to the EPA and Kentucky EEC relative to the SCAP.
- Provided technical support regarding I/I removal and capacity-related issues as requested by LFUCG.

Wastewater Capacity Assessment Program, Louisville and Jefferson County Metropolitan Sewer District (MSD), Louisville, Kentucky. Louisville MSD selected us to support their Capacity Assurance Program by developing hydraulic models and performing capacity assessments for the Cedar Creek, Floyds Fork, Hite Creek, and small water quality treatment center basins within their wastewater system. We were responsible for the development, calibration, and validation in the separate wastewater collection system (no combined sewers). Upon initial development and successful validation, we were responsible for using the models to identify areas of adequate capacity and evaluate capacity enhancing projects in hydraulically deficient areas. Modeling support included quantifying flow contributions from future development and determining the impact on existing wastewater treatment capacity. We also supported the development of standard guidelines for the modeling efforts to ensure consistency and preserve comparisons between other sewer basins within MSD's service area.

Short Term Adequate Capacity Program, Metropolitan Sewer District of Greater Cincinnati (MSDGC), Cincinnati, Ohio. Under a Master Service Agreement with MSDGC, we provided on-site staff support to conduct an audit of the Sewer Capacity Credits Program and perform a needs assessment of their in-house software used to track the program. In addition to performing the audit, our scope included the review of recently completed capital improvement projects and qualifying rehabilitation activities to quantify and harvest earned capacity credits. On-site staff support was provided on a full-time basis for a period of three months. Stantec's work on the project is an example of our ability to assist our clients by being flexible in our service delivery and offer critical problem solving expertise to meet their program challenges.



We developed a process diagram to map out MSDGC's banked credits program approval process to aid in identifying software needs to manage/document capacity allocations

Remedial Measures Plan (RMP) Development, LFUCG, Lexington, Kentucky. Stantec was part of the three-consultant team that was responsible for initial development of your \$600M Remedial Measures Plan. The Plan outlines your wastewater capital improvement program for the next 13 years and positions you to successfully achieve your federal Consent Decree obligations. Our role on the team included wastewater modeling and evaluation of trunk sewer conveyance and wet weather storage solutions in the Group 3 Sewersheds. In addition, we were solely responsible for characterizing I/I contributions in the collection system and prioritizing rehabilitation recommendations to support LFUCG's annual rehabilitation program. Stantec utilized our in-house

Rehabilitation Costing Tool (RCT) to develop preliminary costs for collection system rehabilitation recommendations which proved to be an effective means to rapidly develop reasonable cost estimates for long-term sewer renewal planning.

Sanitary Sewer Condition Assessments and I/I Removal Planning

Sanitary Sewer Assessments, LFUCG, Lexington, Kentucky. We led sanitary sewer evaluation survey (SSES) activities and performed an engineering assessment on all seven (7) of your sewersheds and the Blue Sky Rural Service Area. SSES information collected in the field was used to identify I/I sources and assess structural condition of the gravity sewer system. This information is being used by the SCAP Manager to aid in identifying capacity earning opportunities in capacity-poor SCAP banks.



The information we collected during the Sanitary Sewer Assessments is aiding in identifying capacity-earning opportunities.

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

Camp Taylor Sanitary Sewer Evaluation and Rehabilitation, Louisville and Jefferson County Metropolitan Sewer District (MSD), Louisville, Kentucky. We performed a comprehensive evaluation on approximately 150,000 linear feet of MSD's wastewater collection system. Sewers ranged in size from 6-inch to 16-inch diameter. The Camp Taylor area was hastily constructed at the onset of World War 1 and evolved into a residential neighborhood over time. A large portion of the sewer system was constructed without regard to infill development. The age of the system and lack of access issues contributed to long-standing SSO and maintenance issues. SSES activities included: closed circuit television (CCTV) inspection, smoke testing, flow monitoring, dye water testing, and private property inspections (both inside/outside homes). We developed rehabilitation recommendations and were responsible for designing sewers which were being relocated to improve access and alignment. Recommended improvements were estimated to reduce wet weather I/I by approximately 1.5 million gallons per day. Based on Stantec's performance in managing the SSES field investigations and development of effective renewal plans in the Camp Taylor neighborhood, we were one of two consultants (out of eight) selected to perform additional SSES investigation and rehabilitation plans in MSD's other sewer basins.

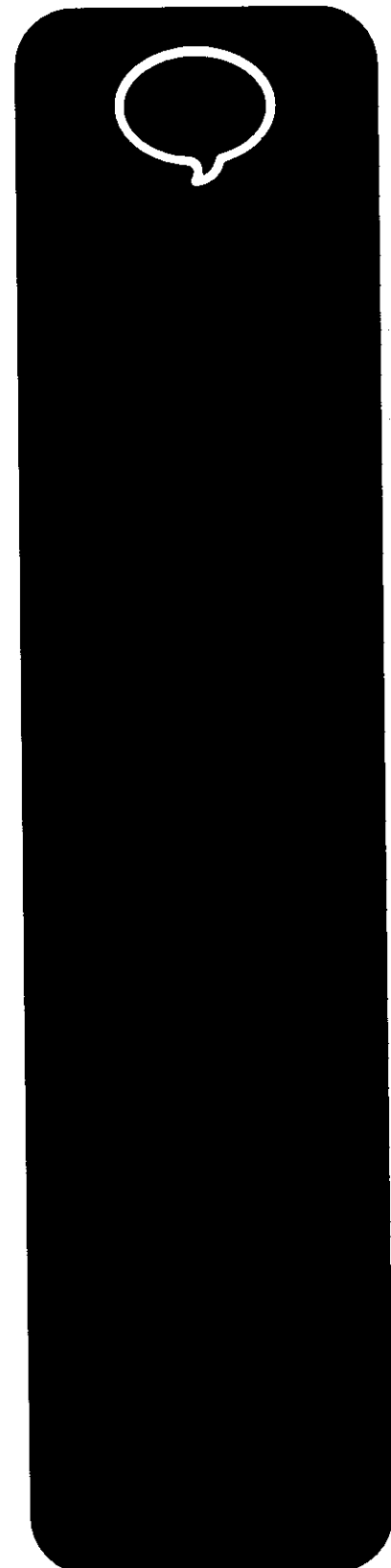
Nightengale Sanitary Sewer Evaluation and Rehabilitation, Louisville and Jefferson County Metropolitan Sewer District (MSD), Louisville, Kentucky. We completed a condition assessment and developed rehabilitation recommendations for approximately 204,000 linear feet of sanitary sewers ranging in size from 4 inches to 36 inches in diameter, and 805 manholes. SSES field activities included: smoke testing, manhole inspections, and CCTV pipe inspections to assess sewer condition. Private property inspections were also performed on nearly 600 homes in the project area to determine the wet weather contribution to the public sewer system from improper private property sources, such as downspouts and sump pumps. Upon completion of the condition assessment, Stantec performed

rehabilitation design of sewer improvements, including preparation of design drawings, specifications, bid documents, and capital cost opinions.

Wastewater Collection System Rehabilitation Program, Aurora Water, Aurora, Colorado. We provided sanitary sewer rehabilitation prioritization and design for the City of Aurora to guide their 2015 annual asset renewal program. In this role, we were responsible for reviewing and assessing approximately 2.4M linear feet of closed circuit television (CCTV) pipe inspections to determine structural condition and rehabilitation priorities and costs. Preliminary rehabilitation recommendations and cost opinions were developed using Stantec's Rehabilitation Costing Tool (RCT). The RCT was used to bundle sufficient rehabilitation activities to fit within their \$5M capital improvement budget for 2015. Moreover, the RCT provided Aurora Water with an objective and defensible basis for how they prioritized sewer rehabilitation activities.

Targeted Wastewater Collection System Improvements, Austin Water (AW), Austin, Texas. We are assisting the City of Austin in developing a risk-based collection system rehabilitation strategy for prioritizing repair/rehabilitation of their wastewater collection system. The strategy is based on pipe condition (risk of failure), criticality (consequence of failure), and reduction in SSOs. Strategy is being developed for two priority basins (Fort Upper and Town Lake) and will then be applied to support development of the City's system-wide collection system rehabilitation program. We are using our Rehabilitation Costing Tool (RCT) to develop preliminary rehabilitation recommendations and capital cost opinions to support annual budget forecasting and planning efforts.

I/I Reduction and Remediation Strategy Development, Region of Peel (Greater Toronto Area) Ontario, Canada. The Region of Peel serves approximately 1M persons in the Greater Toronto Metropolitan Area. In recent years, sewage basement flooding and SSOs have prompted the Region to look for a more effective strategy at reducing wet weather flows. We are assisting the Region of Peel in developing a comprehensive I/I reduction and mitigation program. The strategy will cover three distinct program areas: I/I investigation and studies, capital improvements and diversions, and prevention and residential programs. As part of the effort, we are reviewing their various I/I works that are currently underway, identifying any gaps or opportunities, distinguishing programs that the Region must consider going forward and developing a comprehensive program and implementation plan. Additionally, we are determining the internal resources needed to implement the program and key performance indicators/metrics that will be used to measure its success.



CMOM

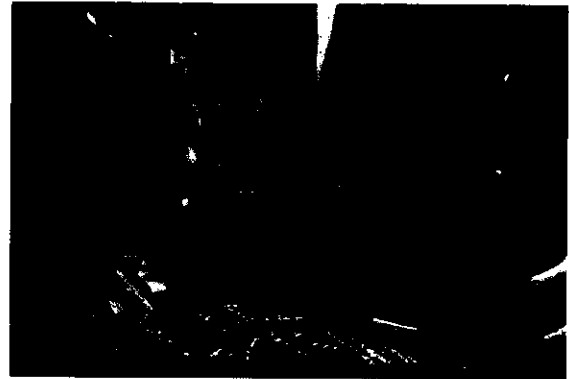
Consent Decree Program Management, Water and Sewer Department (WASD), Miami-Dade County, Florida. From 1994 thru 2011, MWH (now Stantec) served as the Program Manager for Miami-Dade's Consent Decree Program. The Consent Decree mandated over 1,700 deliverables and approximately \$1B in improvements to WASD's 2,900-mile gravity sewers, 880 miles of force mains, 1,000 pump stations, and three regional wastewater treatment plants. As Program Manager, MWH was responsible for coordinating the overall implementation of all program tasks and ensuring that all compliance deadlines were met.

MWH was responsible for developing many of the protocols that WASD uses to manage their system, including development of their Capacity, Management, Operations and Maintenance (CMOM) program. Due to the success of Miami's CMOM program, the EPA used it as the basis for defining requirements in Consent Decrees for other Region 4 communities.

CMOM Program, LFUCG, Lexington, Kentucky. Integrated Engineering is currently assisting the Division of Water Quality on its CMOM Program. As a subconsultant, Integrated Engineering performed emergency power outage plans, including on-site review of 41 pump stations, and aided in emergency pump and haul route planning.

Clean Water Atlanta Program, City of Atlanta Department of Watershed Management (DWM), Atlanta, Georgia. In support of Atlanta's Clean Water Program, MWH (now Stantec) partnered with the City of Atlanta to establish a CMOM-focused operating vision for the City's wastewater infrastructure that emphasized a continuous improvement philosophy for all O&M activities. Implementation of the CMOM program elements and the institutionalization of the continuous improvement philosophy has resulted in a dramatic reduction in SSO discharges. Other work completed by MWH in support of the program included:

- Completing a comprehensive SSES of the collection system to define condition and support rehabilitation planning.
- Developing and calibrating their system-wide hydraulic model to assess capacity-limited areas and prioritize sewer rehabilitation projects.
- Assisting in establishing program goals and performance measures for continual improvement collection system O&M, reducing the number of spills by more than 80% and reducing I/I volumes by 25%.
- Developing and maintaining detailed project planning, design and construction schedules for \$382M of sewer rehabilitation projects.
- Utilizing aggressive value-engineering analyses to reduce SSO abatement capital project costs by \$500M and \$130M in CSO reduction capital project costs.
- Stream-lining and automating the sewer rehabilitation design process by developing a customized decision support tool.



We'll leverage our knowledge and expertise from our work on other major CMOM programs to complete your as-needed assignments.

- Supporting the City in establishing Consent Decree-mandated public education and outreach activities.
- Reduced fats, oils, and grease (FOG)-related SSOs by 48% through FOG planning and enforcement program improvements.

EPA Negotiations and MOM Plans, Hillsborough County Public Utilities Department (HCPUD), Tampa, Florida. Hillsborough County owns and operates an approximately 1,200-mile gravity sewer system serving the unincorporated Urban Service Area of the county. MWH (now Stantec) worked with HCPUD staff to negotiate the elements of their Management, Operation and Maintenance (MOM) program. Upon successful negotiation, we were retained to assist in implementation planning and regulatory reporting.

Wet Weather Compliance Program, Department of Public Works (DPW), Baltimore, Maryland. MWH (now Stantec) provided program management services for the City of Baltimore’s Wet Weather Compliance Program established to fulfill its obligations under their 2002 federal Consent Decree. The City anticipates spending approximately \$1.5B to approximately 62 sanitary sewer overflows. As part of this effort we:

- Consolidated data from the City’s SSES investigations and developed a hydraulic model for all sewers 10-inches or greater in diameter. Upon development of the model, we used the model to identify wet weather hydraulic capacity issues within the system.
- Assisted the City in moving DPW’s reactive-approach to O&M to a more proactive approach through the establishment of an Office of Asset Management (OAM). Initially, the OAM was staffed by MWH who were responsible for establishing the new program, but with the ultimate goal of training DPW staff to fully staff it in the future. The OAM is now fully-functional with MWH staff successfully exiting all roles in February 2017.
- Assisted the DPW in evaluating options to expand current lateral investigation and repair program elements to more effectively address an increase in the number of “Water in Cellar” (WIC) events.



The projects presented in this section correlate with the project experience listed for team members in Section 4.0.

4.0 OVERALL EXPERTISE OF TEAM MEMBERS

Our Team

Our Organizational Chart (**Figure 3.1**) identifies key team members and their roles associated with continued implementation of your SCAP. Team members have been selected for this assignment based on their specialized expertise and experience successfully completing similar projects. Individuals shown in the Chart have also confirmed their availability/capacity to work on this assignment.

Highlights of our Team include:

- A Project Manager with over 20 years' experience, proven fiscal responsibility on your projects, and who has led the development/implementation of your SCAP to date.
- Qualified Team Leaders assigned to each major work element who had similar roles on our past SCAP contract and who are all physically located in Stantec's Lexington office.
- Team members who not only had a significant role in developing/implementing your SCAP, but also in completing the SSAs in the Group 1 - 3 Sewersheds and in the development of your Remedial Measures Plan.
- A national CMOM expert in Jane McLamarrah who has assisted other large Consent Decree communities in EPA Region 4 (including Atlanta, GA and Miami, FL) with their CMOM programs.
- A subconsultant (Laurie Chase) with specialized CMOM expertise and who assisted in the initial development of your CMOM program.
- Three Disadvantaged Business Enterprises (DBE) who will maximize our ability to meet or exceed your DBE procurement goals for this contract.
- Over 200 professionals in our Lexington office (and 22,000 world-wide) to draw upon should project demands require additional resources.

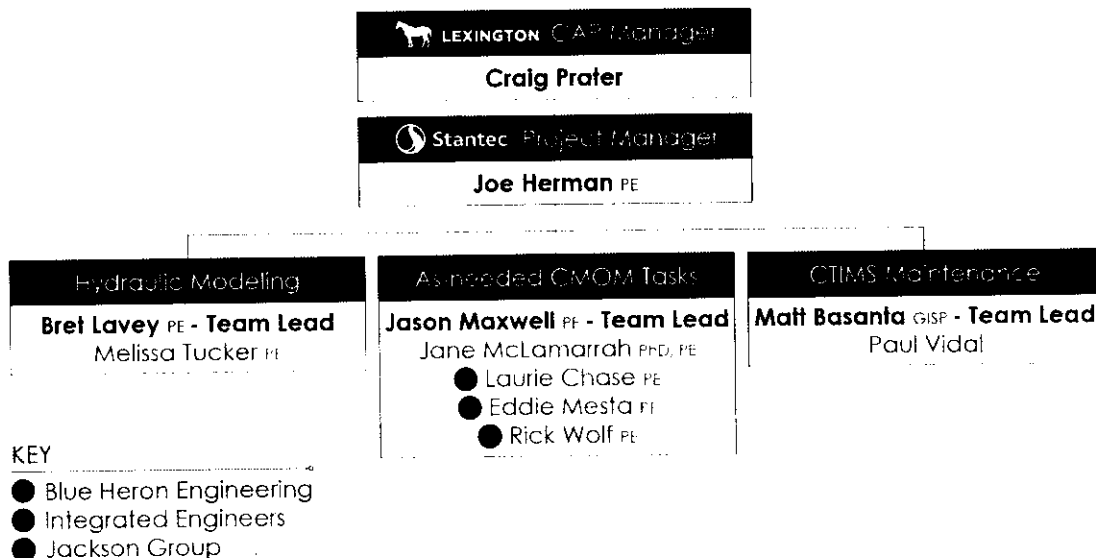


Figure 3.1 Organizational Chart

5.0 PAST PERFORMANCE

With You

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

Fortunately, our Team provides you with an unequivocal measure of our past performance through our work on three of your major Consent Decree programs: the SCAP, Sanitary Sewer Assessments (Groups 1, 2 & 3), and development of the Remedial Measures Plan. Our performance on those projects can be readily used to forecast our anticipated performance on the continued implementation of your SCAP. **Table 5.1** provides an overview of our past performance on these three projects to aid in your evaluation. Think of it as a walk down memory lane.



Table 5.1. Past Performance on LFUCG Consent Decree Programs

Project Name	Budget Performance	Schedule Performance
System Capacity Assurance Program	<ul style="list-style-type: none"> Will complete 5-year contract approximately \$330,000 (20%) under budget. No consultant-initiated change orders. 	<ul style="list-style-type: none"> No late delivery on any SCAP Consent Decree deliverables.
Sanitary Sewer Assessments	<ul style="list-style-type: none"> Completed Group 1 SSA \$114,000 under budget. One change order for rework associated with termination of LFUCG's initial SSES contractor. 	<ul style="list-style-type: none"> No late delivery on any SSA Consent Decree deliverables. Successfully implemented aggressive corrective action plan to meet Group 2 & 3 Sewershed deliverables after termination of LFUCG's initial SSES contractor.
Remedial Measures Plan Development	<ul style="list-style-type: none"> Completed work assigned from Prime Consultant under budgeted amount. Lowest total billings to LFUCG of the three primary RMP consultants. No change orders for Stantec work. 	<ul style="list-style-type: none"> No late delivery on any RMP Consent Decree deliverable for which Stantec was responsible.

With Others

We take great pride in the value and level of service we provide our clients and the communities we serve. But don't take our word for it, we encourage you to reach out to our clients. They will give you a first-hand assessment of our performance and quality of our work from an owner's perspective. Four client references for projects identified in Section 3 are provided in **Table 5.2** for convenience.

Table 5.2. Client Reference Information

Project Name(s)	Client Information	Team Members Involved in Project
Camp Taylor Sanitary Sewer Evaluation and Rehabilitation (Louisville, KY)	John Loechle Senior Infrastructure Manager Louisville and Jefferson County Metropolitan Sewer District (502) 540-6000 john.loechle@louisvillemsd.org	Melissa Tucker Joe Herman Jason Maxwell Bret Lavey
Hillsborough County EPA Negotiations and MOM Plans (Tampa, FL)	T. Barton Weiss Director, Utility Support Division Hillsborough Co. Public Utilities Dept. (813) 209-3000 weisst@hillsboroughcounty.org	Jane McLamarrah
Wastewater Collection System Rehabilitation Program (Aurora, CO)	Stephen Simon Principal Engineer Aurora Water (303) 739-7374 ssimon@auroragov.org	Joe Herman Jason Maxwell Bret Lavey Matt Basanta
Targeted Wastewater Collection System Improvements (Austin, TX)	Kevin Koeller Manager, Collections Division Austin Water (512) 972-2055 Kevin.koeller@austintexas.gov	Joe Herman Jason Maxwell Matt Basanta

6.0 PROJECT MANAGER QUALIFICATIONS

Joe Herman, PE will serve as your Project Manager.

Joe has served as the Project Manager during the development and ongoing implementation of your SCAP for the past 5 years. During this tenure, he:

- Led SCAP Task Force meetings and met with community stakeholders to gather feedback on proposed program elements and authored the SCAP Task Force Recommendations Report that was approved by the Urban County Council.
- Assisted in preparing the SCAP enabling ordinance that was approved by the Urban County Council in June 2013.
- Authored the SCAP Plan document and assisted LFUCG in successfully negotiating its approval with the EPA and Kentucky EEC.
- Supported the Division of Water Quality (and Division of Planning) in materially changing existing land development practices in Fayette County, while striking a positive balance between the needs of existing sewer customers, economic development, and regulatory compliance.
- Provided project management services for the implementation of the SCAP since program launch on July 3, 2013.
- Has developed positive, effective working relationships with DWQ and Division of Planning staff responsible for administering the SCAP.
- Demonstrated fiscal responsibility on assigned task orders. (We are anticipated to complete our SCAP work approximately \$330,000 under the contract amount.)

Highlights of his other qualifications are summarized in the bullets below. Additionally, a full resume is also provided.

- Served as Stantec's Project Manager for development your Remedial Measures Plan and understands the inter-relationships between the two programs.
- Led your Group 1, 2, and 3 Sanitary Sewer Assessments and has an excellent understanding of your sewer system and I/I removal opportunities.
- Has been with Stantec in Lexington for 20 years with a known record of proven performance and fiscal responsibility on LFUCG projects.
- Demonstrated experience in successfully meeting technical expectations and schedules on Consent Decree projects.
- A strong project background in collection system rehabilitation planning and I/I removal programs outside of Lexington. (I/I removal and rehabilitation planning align well with the anticipated needs for continued implementation of the SCAP.)

Mr. Herman has 21 years' experience (19 with Stantec) in the assessment, evaluation, design, and management of municipal infrastructure. His project experience includes inflow/infiltration (I/I) studies, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydrologic and hydraulic modeling, and engineering design. He is certified by NASSCO in pipeline, manhole and lateral assessments.

EDUCATION

BS Civil Engineering, University of Kentucky,
Lexington, Kentucky, 1994

MS Civil Engineering, University of Kentucky,
Lexington, Kentucky, 1995

CERTIFICATIONS & TRAINING

Pipe & Manhole Assessment Certification Program (PACP, MACP), National Association of Sewer Service Companies (NASSCO), 2009, 2013, 2016.

Lateral Assessment Certification Program (LACP), NASSCO, 2013 & 2016.

Inspector Training and Certification for Manhole Rehabilitation, Certification Program, NASSCO, 2014

REGISTRATIONS

Professional Engineer #21254, Commonwealth of Kentucky

Professional Engineer # 125471, State of Texas

PROJECT EXPERIENCE

Capacity Assurance Program Manager, Lexington, Kentucky (Project Manager)

Joe is the Program Manager for LFUCG's Capacity Assurance Program (CAP). The CAP is mandated by federal Consent Decree and requires that LFUCG certify adequate capacity in their wastewater collection, transmission, and treatment systems prior to authorizing new connections or flow increases. In addition to initial program development and its ongoing implementation. Stantec is responsible for maintaining/recalibrating the hydraulic model of the sewer system, determining annual flow monitoring needs, analysis of flow data, technical assistance in establishing rehabilitation priorities, and using the hydraulic model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program.

Wastewater Remedial Measures Plan Consultant, Lexington, Kentucky (Project Manager)

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

East Hickman, West Hickman, and Wolf Run Sewersheds Sanitary Sewer Assessments (SSA), Lexington, Kentucky (Project Manager)

Joe was the Project Manager for a \$5 million+ sanitary sewer assessment for the Lexington-Fayette Urban County Government (LFUCG). The project involved performing field data collection activities and completing an engineering assessment of the City's sanitary sewer system within 3 of the 7 major sewer basins in Lexington. The purpose of the SSA was to assess the structural condition of their sewer system and identify inflow and infiltration sources per the requirements in their federal Consent Decree. Specific field activities performed during the SSA included: flow monitoring (113 meters), rainfall monitoring (16 gages), manhole inspections (10,000 manholes), smoke testing (2.5M linear feet), groundwater monitoring (60 meters), dye water flooding/testing (50 tests), night flow isolation (300 locations), sewer cleaning and televising (660,000 linear feet), raising buried manholes (1,000 raises), and bypass pumping. As part of this effort, Joe led the development of a priority scoring system that utilizes the PACP defect ratings to prioritize rehabilitation and identify immediate find and fix opportunities. Stantec's engineering assessment was used by LFUCG to assist in the development of the City's \$600M Remedial Measures Plan, their Capital Improvement Program for the next 10 - 13 years.

* denotes projects completed with other firms

Joe J. Herman PE

Project Manager

Sewer Development Credits Program, Cincinnati, Ohio (Lead Engineer)

Joe assisted MSD in performing an audit of their Sewer Development Credits Program. The program is mandated by a Consent Decree from the Ohio EPA and places restrictions on new sewer taps in Hamilton County. Concurrent with the audit, Joe reviewed recently completed MSD capital improvement projects to identify any unaccounted for earned credits. As part of the project, Joe was also responsible for learning MSD's GIS and computer permitting systems. During the three-month project, Joe relocated to MSD's office to facilitate interaction with MSD staff and have access to the hard copy files. As a follow-up to the auditing efforts, Joe was asked to return to MSD to perform a gap analysis/needs assessment on their existing software used to manage the credits program and make recommendations for improvement.

Cane Run, Town Branch, North and South Elkhorn Sewersheds Sanitary Sewer Assessments (SSA), Lexington, Kentucky (Project Manager)

Joe was the Project Manager for a Sanitary Sewer Assessment that encompassed 4 of the 7 major wastewater sewer basins for the Lexington-Fayette Urban County Government (LFUCG). The project was mandated by federal Consent Decree. Stantec was responsible for: field coordination and oversight of LFUCG's SSES contractors, performing QA/QC on collected data, providing an engineering assessment of the structural condition and identifying inflow and infiltration sources within the collection system. Stantec utilized its custom pipe scoring system to prioritize sewer rehabilitations from PACP coded defects. Specific field activities included: flow monitoring (111 meters), rainfall monitoring (23 gages), manhole inspections (13,300 manholes), smoke testing (2.6 million linear feet), groundwater monitoring (53 meters), dye water flooding/testing (64 tests), night flow isolation (185 locations), sewer cleaning and televising (640,000 linear feet), raising buried manholes, and bypass pumping.

Citywide Sewer Assessment, City of Burton, Michigan (Technical Lead)

Stantec is developing an Asset Management Program for approximately 600,00 linear feet of the City's wastewater collection system to characterize system condition and identify infrastructure improvement funding needs. Joe is responsible for providing technical oversight and guidance on field inspection efforts, QA/QC of collected data, and development of preliminary rehabilitation recommendations, priorities and cost opinions. Work is being completed under Michigan's Stormwater, Asset Management, and Wastewater (SAW) program and is subject to technical reviews/approval by the state regulatory agency.

I/I Reduction and Remediation Strategy Development, Region of Peel (Greater Toronto Area) Ontario, Canada. (Team Lead) *Joe is serving as a Team Lead in the development of a comprehensive I/I reduction and mitigation program for the Region of Peel. The Region serves approximately 1M persons in the Greater Toronto Metropolitan Area. In recent years, sewage basement flooding and SSOs have prompted the Region to look for a more effective strategy at reducing wet weather flows. Joe is reviewing their various I/I works that are currently underway, identifying any gaps or opportunities, distinguishing programs that the Region must consider going forward and developing a comprehensive program and implementation plan. Additionally, he is assisting in developing process maps and determining the internal resources needed to implement the program, along with key performance indicators/metrics that will be used to measure its success.*

Camp Taylor Sanitary Sewer Evaluation Study (SSES), Louisville, Kentucky (Technical Lead)

Joe was the Technical Advisor for an SSES in an approximately 145,000 linear feet collection system for the Louisville and Jefferson County Metropolitan Sewer District (MSD). Many of the sewers in the area were constructed prior to World War I and chronic overflows and water-in-basement occurrences were symptoms of the failing infrastructure. Stantec's scope included performing a comprehensive sanitary sewer assessment of the system including: flow monitoring, smoke testing, CCTV inspection, manhole inspections, private property inspections, wet weather observations, and dye flooding. In addition, Stantec was responsible for providing rehabilitation and capital improvement recommendations.

Sanitary Sewer Evaluation Study (SSES), Manteca, California (Technical Lead)

Joe is the Technical Lead for the inspection and condition assessment of approximately 55,000 linear feet of sanitary sewers ranging in size from 10-inch to 60-inch diameter. Work also includes inspection and condition assessment of approximately 200 manholes. Joe is responsible for assisting the Project Manager in managing the field investigation effort and is leading the condition assessment to develop preliminary rehabilitation recommendations and cost opinions.

Inflow/Infiltration (I/I) Removal Study, Clayton County, Georgia (Project Manager)

Joe was the Project Manager on a sewer system evaluation study (SSES) to identify sources of I/I in the wastewater collection system for the Clayton County Water Authority (CCWA), located in the southern Atlanta metropolitan area. The project was performed to assist CCWA in quantify the effectiveness of I/I removal efforts. CCWA utilized the information to evaluate whether I/I removal would be successful in restoring sufficient capacity at their wastewater treatment plant and allow them to postpone its expansion. The project included: flow monitoring, micro-monitoring, CCTV inspection, smoke testing, dye testing, and manhole inspections. Information collected by Stantec was used to guide CCWA's in-house rehabilitation program and generate maintenance-related work orders.

Annual Condition Assessment and Rehabilitation Design, Aurora, Colorado (Technical Lead)

Joe served as the Technical Lead to develop recommendations to support development of a \$5M sewer rehabilitation project for the City of Aurora, Colorado. Joe was responsible for leading the condition assessment of existing sewers, prioritization and development of preliminary rehabilitation recommendations, and preparation of capital construction cost opinions. Rehabilitation recommendations were made from review of 2.4M linear feet of CCTV inspections for pipe ranging in size from 6-inch to 18-inch diameter.

Targeted Wastewater Collection System Improvements, Austin, Texas (Technical Lead)

Joe is serving as the Technical Lead to evaluate CCTV inspection data collected by the City of Austin to develop a risk-based rehabilitation strategy for prioritizing repair/rehabilitation of their wastewater collection system. The strategy will be based on pipe condition (risk of failure), criticality (consequence of failure), and reduction in SSOs. Strategy is being developed for two priority basins (Fort Upper and Town Lake) and will then be applied system-wide to support development of the City's collection system rehabilitation program. Stantec's Rehabilitation Costing Tool is being used to develop preliminary rehabilitation recommendations and capital cost opinions to support annual budget forecasting and planning efforts.

Sewer Lateral Pilot Study, Cincinnati, Ohio (Project Manager)

Joe provided project management and QA/QC oversight for a pilot study to evaluate the level of effort required to incorporate sewer lateral information from MSD's hard copy records into their native GIS. Services were provided on-site at MSD offices to facilitate access to the hard copy records. Pilot study was conducted over a 30-day period and resulted in incorporation of over 11,000 sewer laterals into the GIS. Following the successful outcome of the pilot study, MSD contracted with Stantec to assist in entering the county's remaining 225,000+ sewer laterals into their GIS.

Shelby Park Collection System Rehabilitation Design, Nashville, Tennessee (Technical Advisor)

Joe was the Technical Advisor on the rehabilitation of approximately 49,000 linear feet of wastewater collection system in a mature residential neighborhood in Nashville, Tennessee. Project involved reviewing closed-circuit television CCTV inspection of sewers ranging in size from 8-inch to 15-inch diameter and developing rehabilitation recommendations based on Nashville Metro Water Services' engineering standards. In his role, Joe was responsible for developing the project approach and providing technical oversight and QA/QC of project deliverables.

CIPP Utility Condition Assessment, Minnetonka, Minnesota (Technical Lead)

Under a multi-year Master Service Agreement with the City of Minnetonka, Stantec provided sanitary sewer assessment and rehabilitation design services. To date, Joe has served as Technical Lead on two task orders. On the first task order, Stantec performed micro-monitoring services to quantify and isolate inflow and infiltration sources in a private sewer system serving the Ridgedale Mall area. Joe was responsible for determining meter locations and analyzing flow data results. On the second task order, Joe served as the Technical Lead for the condition assessment and development of preliminary rehabilitation recommendations and capital construction cost opinions for approximately 1.46M linear feet of wastewater collection sewers from closed circuit television (CCTV) inspection data.

7.0 RISK MANAGEMENT PLAN

Personnel

Stantec incorporates succession planning into our annual employee performance reviews. During the review, a successor is identified for the employee in the event of their retirement, relocation, or possession of a winning lottery ticket. With approximately 200 professionals in Lexington, and over 22,000 world-wide, we have sufficient resources to backstop loss of any key individual identified in our Organizational Chart.

More importantly than having a succession plan is promoting a culture where people stick around. Stantec's Lexington office boasts a voluntarily turnover rate that is consistently below national averages each year for comparable engineering firms.

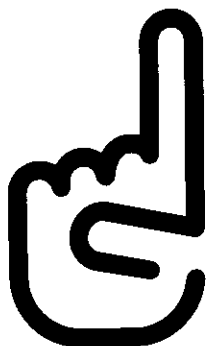
- Our Project Manager has been with Stantec is celebrating his 20th anniversary with Stantec this month.
- Our Task Leads for Hydraulic Modeling and As-Needed CMOM Tasks have spent their entire engineering career with Stantec (12 years and 11 years, respectively).
- Our Task Lead for CTIMS Maintenance has been with Stantec since completion of his active service commitment with U.S. Army.
- We've maintained an office in Lexington since 1966.

Conflict of Interest

Implementation of the SCAP provides the possibility of a conflict of interest. Development of land within the Urban Service Boundary requires application and approval for sewer capacity. The SCAP consultant is responsible for the technical review of sewer capacity requests.

Land development work in Fayette County is less than 1% of our Lexington office's annual revenue. As a result, we have very little risk of experiencing a conflict of interest.

In the implementation of your SCAP over the last 5 years, we have only had one instance of a potential conflict of interest. The conflict presented itself when the developer/owner applied for sewer capacity for our new office at 3052 Beaumont Centre Circle. While we are merely a tenant (we lease the building and do not own it or the property it sits on), before proceeding with the technical review of the capacity request, we notified the DWQ Director.

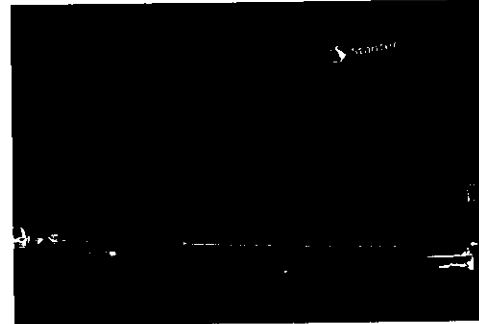


Stantec does not traditionally perform land development work in Fayette County which greatly minimizes the potential for a conflict of interest in the continued implementation of your SCAP.

8.0 OFFICE STATUS AND LOCATION OF EMPLOYEES

Office Status

Work on this contract will be executed out of Stantec's office in **Lexington, Kentucky**. Our Lexington office has a staff of approximately 200 professionals. World-wide our staff includes over 22,000 persons. We don't anticipate needing them, but they are only a phone call away should specialty expertise be needed.

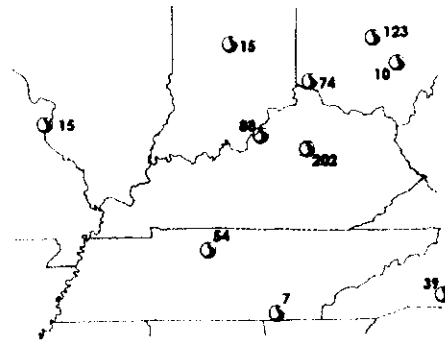


Stantec's Lexington office is located at 3052 Beaumont Centre Circle.

Location of Employees

Table 8.1 summarizes the location of each of individual identified in our Organizational Chart presented in Section 4.0. Our Project Manager and Team Leads are all located in Lexington and provides the following benefits to LFUCG:

- Ready access to the key team members.
- A SCAP consultant familiar with you/your system and with an understanding of local issues and land development processes.
- A trusted partner with a vested interest in the success of the project. We live and work here too!



Stantec office locations and staff counts in the region.

Table 8.1. Location of Employees.

Name	Role	Firm	Location
Joe Herman	Project Manager	Stantec	Lexington, KY
Bret Lavey	Task Lead – Hydraulic Modeling	Stantec	Lexington, KY
Melissa Tucker	Independent QA/QC - Hydraulic Modeling	Stantec	Louisville, KY
Jason Maxwell	Task Lead – As Needed CMOM Tasks	Stantec	Lexington, KY
Jane McLamarrah	Advisor – As Needed CMOM Tasks	Stantec	Charleston, SC
Laurie Chase	WBE - As Needed CMOM Tasks	Blue Heron	Columbus, OH
Eddie Mesta	MBE - As Needed CMOM Tasks	Integrated	Lexington, KY
Lyle (Rick) Wolf	VBE - As Needed CMOM Tasks	Jackson Group	Richmond, KY
Matt Basanta	Task Lead – CTIMS Maintenance	Stantec	Lexington, KY
Paul Vidal	Technical Support – CTIMS Maintenance	Stantec	Lexington, KY

9.0 HOURLY RATES

Estimated Fee Schedule

Table 9.1 summarizes the estimated hours and fee for the basic SCAP scope of services outlined in your RFP. Estimated hours were derived based on a review of our prior level of effort in implementing your SCAP and the assumed quantities provided in the RFP. The estimated hours/fees provided in the table should be considered approximate. Actual hours for some tasks, such as completing capacity review and hydraulic modeling requests, will largely be based on the complexity of the request.

Table 9.1. Estimated Fee Schedule – Basic SCAP Scope Deliverables

Task	Estimated Total Annual Hours for Task	Estimated Total Annual Fee
Overall SCAP project management	144	\$25,920
Public-facing SCAP software development and maintenance.	192	\$22,080
Complete review/issue recommendations for capacity requests (assume 400 per year).	800	\$108,000
Preparation and submission of four (4) Quarterly Reports and one (1) Annual Report to LFUCG.	24	\$4,320
Draft procurement documents, including site maps, for annual flow monitoring (assume 30 sites).	40	\$6,000
Complete analysis of flow data collected at the 30 sites (assume 120-day collection period) and recalibrate model with synthesized data (assume all data is collected for a single watershed).	410	\$59,050
Complete review/issue recommendations for model compliance of capital improvement projects designed as part of the annual CIP (assume 50 per year).	600	\$80,000
Conduct and document monthly project progress meetings with LFUCG SCAP staff.	144	\$24,000
Estimated Annual Totals =	2,354	\$329,370

Hourly Rates

Table 9.2 summarizes the hourly rates for the key SCAP team members identified in our Organizational Chart presented in Section 4.0. No mark-up will be applied to subconsultant fees. Mileage will be billed at \$0.54/mile. Other direct expenses will be billed at actual cost (no mark-up).

Table 9.2. Hourly Rates for Key SCAP Team Members

Title	Unit Rate
Joe Herman	\$180.00 / hour
Bret Lavey	\$153.00 / hour
Melissa Tucker	\$140.00 / hour
Jason Maxwell	\$135.00 / hour
Jane McLamarrah	\$225.00 / hour
Laurie Chase	\$170.00 / hour
Eddie Mesta	\$170.00 / hour
Lyle (Rick) Wolf	\$110.00 / hour
Matt Basanta	\$135.00 / hour
Paul Vidal	\$135.00 / hour

AFFIDAVIT

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

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

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

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

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

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

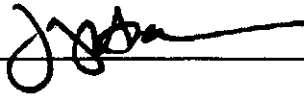
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

continued on next page

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

nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

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

by Joe Herman on this the 24th

day of April, ~~2012~~ 2017

My Commission expires: August 25, 2018

Rita W. Sartori 518011
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:

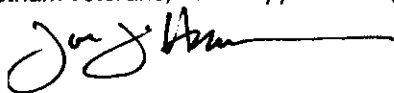
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.



Stantec Consulting Services Inc.

Signature

Name of Business

WORKFORCE ANALYSIS FORM
 Statlec Consulting Services Inc.
 4/24/2017

Prepared by: Angie Jowers, Marketing Coordinator

Office Location	US EEOG Category	Male		Female											Grand Total						
		Total	Total	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White	American Indian or Alaska Native	Asian	Black or African American		Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White	
Lexington KY	Executive/Senior Level Officials and Managers	10	1	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	1	11
	First/Mid Level Officials and Managers	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	4
	Professionals	93	23	0	0	2	6	0	0	1	84	0	1	0	0	0	0	0	0	22	116
	Technicians	29	4	0	0	0	0	0	0	0	29	0	0	0	0	0	0	0	0	4	33
	Administrative Support Workers	3	11	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	11	14
	Craft Workers	3	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
	Operatives	4	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	4
	Laborers and Helpers	15	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	15
Lexington KY Total		161	39	0	0	2	6	0	1	1	161	0	1	0	0	0	0	0	0	38	200



January 11, 2016

Notice to Employees: US EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICIES

Stantec Consulting Services Inc. has implemented the following policies and procedures as part of its longstanding commitment to compliance with all applicable equal opportunity and affirmative action requirements.

Equal Opportunity Policy

Stantec is committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment. It is therefore the company's policy to prohibit discrimination and harassment against any applicant, employee, vendor, contractor, customer or client on the basis of race, color, religion, sex, national origin, age, disability, pregnancy, veteran status, genetic information, sexual orientation, gender identity, citizenship status, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

Affirmative Action Policy

Stantec is also a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended ("Section 4212") and Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"). As such Stantec is committed to take positive steps to implement the employment related aspects of the company's equal opportunity policy. Accordingly, it is Stantec's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, women, protected veterans and individuals with disabilities without regard to their race/ethnicity, sex, veteran status, or physical or mental disability. Under this policy, Stantec also will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of the company's business.

The company's affirmative action policy also prohibits employees and applicants from being subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503, Section 4212, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; (3) opposing any act or practice made unlawful by Section 503 or Section 4212 and their implementing regulations, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; or (4) exercising any other right protected by Section 503 or Section 4212 or their implementing regulations.

The non-confidential portions of the affirmative action program for women/minorities, individuals with disabilities and protected veterans shall be available for inspection upon request by any employee or applicant for employment during regular business hours.

Application of Equal Opportunity and Affirmative Action Policies

These policies apply whenever and wherever a company employee is performing a function of his or her job, including all Stantec locations, client worksites, and company-sponsored or client-sponsored business and social functions. The company's equal opportunity and affirmative action policies require that employment decisions be based only on valid job requirements, and extend to all terms, conditions, and privileges of employment including, but not limited to, recruitment, selection, compensation, benefit, training, promotion, and disciplinary actions.

Workplace Harassment, Including Sexual Harassment

A key component of the company's commitment to equal opportunity is zero tolerance for workplace harassment based on, or because of, an individual's race, color, religion, creed, sex, national origin, age, disability, pregnancy, veteran status, sexual orientation, gender identification, citizenship status, or any other reason prohibited by law. Such harassment, whether committed by company personnel or by clients, customers, vendors, or other individuals doing business with Stantec, will not be tolerated.



Prohibited harassment occurs when a supervisor, co-worker, or even a non-employee behaves or acts in such a way that creates a hostile work environment for another employee based on an individual's race, color, religion, creed, sex, national origin, age, disability, pregnancy, veteran status, sexual orientation, gender identity, citizenship status, or other protected characteristic. Stantec management is responsible for ensuring compliance with all aspects of this equal employment opportunity policy and for developing implementation strategies that promote its intent.

Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

After receiving a complaint involving a violation of the company's equal opportunity or affirmative action policy, the company will investigate and take corrective action, as appropriate. Complaints and investigations will be kept strictly confidential to the maximum extent possible. No one, regardless of position or length of service, is exempt from these policies.

Obligations of Company Personnel

Stantec personnel have an obligation to contribute to a harassment and discrimination free workplace. Any employee who suffers or observes harassment or any other violation of this policy is strongly encouraged to notify one of the individuals identified below. Stantec will promptly and thoroughly investigate the alleged misconduct and, if a violation of this policy is found, will take immediate and appropriate corrective action.

Pay Transparency

Stantec will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. Employees, however, who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

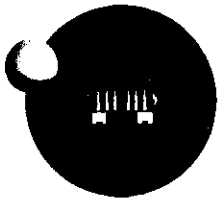
Responsibility for Implementation

As CEO, I fully support our affirmative action program and the policy of Pay Transparency. I am committed to the implementation of the Stantec's equal opportunity and affirmative action policies. Stantec's affirmative action programs for minorities, women, people with disabilities, and protected veterans are available for review during regular business hours. The US EEO/AAP Compliance Manager and Human Resources are responsible for administering the affirmative action programs in the United States. These people are also responsible for conducting an analysis of all personnel actions to ensure equal opportunity and for submitting reports on the progress of our equal opportunity efforts. Employees or applicants who feel they have been discriminated against should contact them.

We request the support of all employees in accomplishing equal employment opportunity.

A handwritten signature in black ink, appearing to read "Bob Gomes", written over a horizontal line.

Bob Gomes, CEO, Stantec



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Blue Heron Engineering Laurie Chase, President PO Box 1508 Dublin, OH 43017 (614) 425-7462 lchase@bluheronengineering.com	WBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
2. Integrated Engineering, PLCC Harsha Wijesiri, President 166 Prosperous Place, Ste. 220 Lexington, KY 40509 (859) 368-0145 harsha@int-engineering.com	DBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
3. Jackson Group Rick Wolf, Dir. of Engineering 3945 Simpson Lane Richmond, KY 40475 (859) 623-0499 rwolf@jacksongroupco.com	SDVOB	As Needed CMOM Tasks	TBD by Task	TBD by Task (3% anticipated)
4.				

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

Stantec Consulting Services Inc.

Joe Herman, PE

Company

Company Representative

4/24/2017

Principal / Project Manager

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 12-2017

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

Company Name Stantec Consulting Services Inc.	Contact Person Joe Herman, PE
Address/Phone/Email 3052 Beaumont Centre Lexington, KY 40513 (859) 422-3000 joe.herman@stantec.com	Bid Package / Bid Date 12-2017 / 4-24-2017

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Blue Heron Engineering PO Box 1508 Dublin, OH 43017	Laurie Chase	(614) 425-7462 lchase@blueheronengineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	WBE	<input checked="" type="checkbox"/>
Integrated Engineering, PLLC 166 Prosperous Place, Ste 220 Lexington, KY 40509	Harsha Wijesiri	(859) 368-0145 harsha@int-engineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	DBE	no
Jackson Group 3945 Simpson Lane Richmond, KY 40475	Rick Wolf	(859) 623-0499 rwolf@jacksongroupco.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	SDVOB	yes

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

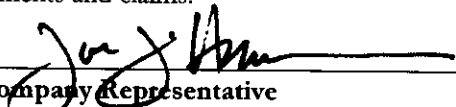
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or subject to applicable Federal and State laws concerning false statements and claims.

Stantec Consultant Services Inc.

Company

April 24, 2017

Date


 Company Representative
 Principal
 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.



Signature

4/24/2017

Date