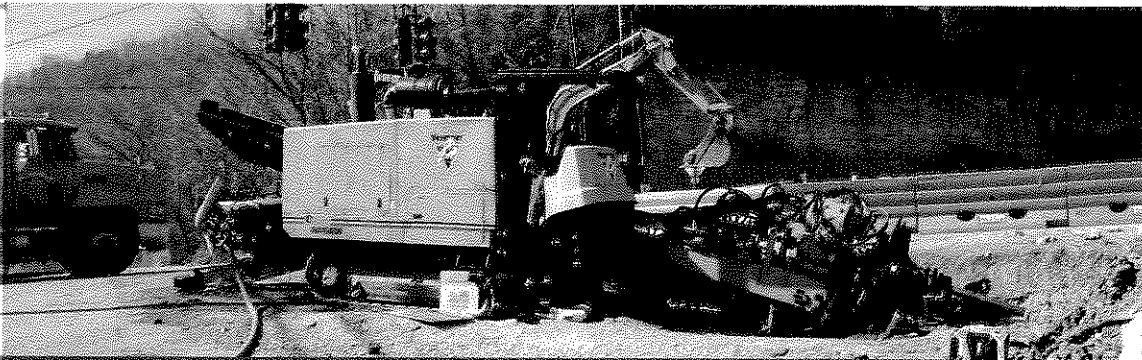
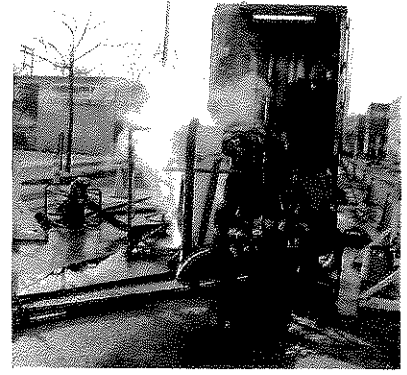
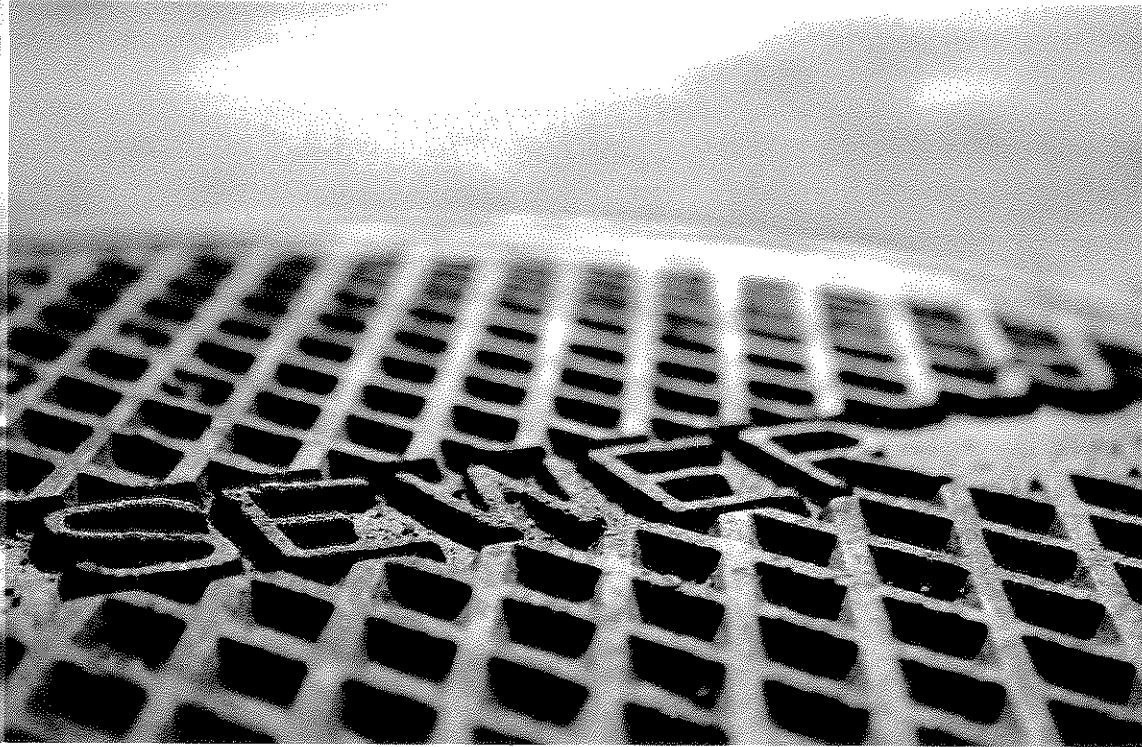


**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES**

**AND RELATED MATTERS**



A Statement of Qualifications for  
**Contract 3: Stormwater Management Projects**  
 Lexington-Fayette Urban County Government • RFP #33-2012 • November 13, 2012



**Stantec**

Stantec Consulting Services Inc.  
 1409 North Forbes Rd  
 Lexington KY US 40511-2024  
 Ph: (859) 422-3000



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFQ for Professional Engineering Services

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

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

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

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



Todd Slatin, Acting Director  
Division of Central Purchasing

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

COMPANY: Stantec Consulting Services Inc.

ADDRESS: 1409 N. Forbes Road, Lexington, Kentucky 40511

SIGNATURE OF PROPOSER:   
Joseph J. Herman

## AFFIDAVIT


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

1. His/her name is Joseph J. 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.

  
\_\_\_\_\_  
Joseph J. Herman

STATE OF  Kentucky

COUNTY OF  Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by  Christine M. Workman  on this the  13th  day  
of  November , 2012.

My Commission expires:  July 29, 2015

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature Joseph J. Herman

Stantec Consulting Services Inc.  
\_\_\_\_\_  
Name of Business



CO= L357814  
 U= L357814

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. STANTEC CONSULTING SERVICES INC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614

SECTION C - TEST FOR FILING REQUIREMENT

2.a. STANTEC CONSULTING SERVICES INC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614  
 1-Y 2-Y 3-Y DUNS NO.:099657427

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SK OFFICIALS & MGRS	2	1	43	0	0	0	0	0	0	0	0	0	0	0	0	46
FIRST/MID OFFICIALS & MGRS	15	3	645	6	2	13	2	2	128	2	0	4	0	0	1	823
PROFESSIONALS	50	19	1158	25	1	88	3	11	425	7	1	41	1	6	1836	
TECHNICIANS	43	6	622	21	0	30	5	5	126	4	0	12	1	0	875	
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADMINISTRATIVE SUPPORT	3	24	39	3	1	2	0	1	293	16	1	14	0	7	404	
CRAFT WORKERS	1	0	8	0	0	0	0	0	0	0	0	0	0	0	9	
OPERATIVES	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
LABORERS & HELPERS	1	0	40	1	0	1	0	1	1	0	0	0	0	0	45	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	115	53	2558	56	4	134	10	20	973	29	2	71	2	14	4041	
PREVIOUS REPORT TOTAL	103	51	2240	46	5	125	16	19	820	31	3	78	3	12	3552	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 07/15/2011 THRU 07/31/2011

SECTION G - CERTIFICATION  
 CERTIFYING OFFICIAL:  
 EEO-1 REPORT CONTACT PERSON:  
 EMAIL: jennie.moore@stantec.com

JENNIE MOORE  
 JENNIE MOORE  
 TITLE: HR TEAM LEAD US EAST  
 TITLE: HR TEAM LEAD US EAST  
 TELEPHONE NO: 5854135241

CERTIFIED DATE[EST]: 10/25/2011 07:10 PM

**10.1. Equal Employment Opportunity and Affirmative Action Program**

Stantec Consulting Services Inc. (Stantec), hereby issues a formal position statement that it is an Equal Employment Opportunity employer and will hire, train, develop and promote personnel without regard to race, color, religion, sex, national origin, marital status, disability, or veteran status. This equal employment opportunity policy applies to all employment practices, benefits, training programs, performance evaluation programs, company programs and practices, and all other terms, conditions and privileges of employment. Stantec will do its best to make reasonable accommodations for known disabilities.

It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

All members of Stantec's staff who have supervisory, hiring and promotional authority have been advised of this policy. Staff members who are authorized to hire, supervise, promote and discharge employees, or who recommend such actions, or who are substantially involved in such actions, will be made fully cognizant of, and will implement, our equal employment opportunity policy and contractual responsibilities. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- 1) Periodic meetings of supervisory employees will be conducted before the start of work and then once every six months at which time our equal employment opportunity policy and its implementation will be reviewed and explained.
- 2) All new supervisory employees will be made aware of our equal employment opportunity regulations within thirty days following their reporting to work.

Stantec will inform all employees, prospective employees, and potential sources of employees of our firm's equal employment opportunity policy by the following specifications.

- 1) Place notices and posters setting forth the firm's equal employment opportunity policy in areas readily accessible to employees, applicants for employment, and potential employees.
- 2) Utilize employee meetings, employee handbooks, etc., to inform all employees of the firm's EEO policies and procedures to implement this policy.

If, after analyzing our firm's present employment composition, and based on this analysis it is found that minority group members are under-utilized in the work force, the following appropriate actions will be taken:

Section  
**10**

**Stantec Policies and Procedures**  
**Employment Regulations**

- 1) Stantec will include in all advertisements for employment the notation: "An Equal Opportunity Employer." We will insert all such advertisements in newspapers, or other publications, having a large circulation among minority groups.
- 2) Stantec will conduct a systematic and direct recruitment effort through public and private employee referral sources likely to yield qualified minority group applications.
- 3) Stantec will encourage present employees to refer minority group applicants for employment by posting appropriate notices of such or by verbal communication with staff through staff meetings, etc.

To ensure that all personnel actions, including wages paid, working conditions, employee benefits, and all personnel actions of every type are being administered in a non-discriminatory manner, Stantec will:

- 1) Conduct periodic inspections of working sites to ensure that working conditions and employee facilities do not include discriminatory treatment.
- 2) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discrimination in wage practices.
- 3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, we will promptly take corrective action.
- 4) Investigate all complaints of alleged discrimination made to us in connection with our obligation under any contracts, attempt to resolve such complaints, and take appropriate corrective action.

Stantec will have no discrimination in training and promotional opportunities and accordingly will:

- 1) Advise employees and applicants for employment of available training programs and entrance requirements for each.
- 2) Periodically review the training and promotional potential of minority group employees and will encourage eligible employees to apply for such training and promotion.

In the event that Stantec utilizes subcontractors, we will:

- 1) Use our best efforts to utilize minority group subcontractors or subcontractors with meaningful minority group representation among their employees.
- 2) Use our best efforts to assure subcontractor's compliance with their equal employment opportunity obligations.

All of our staff is advised to be aware of the above stated policy. All prospective and new employees will be so advised in that:

**Stantec Policies and Procedures  
Employment Regulations**

- 1) The policy is contained in all employment advertisements.
- 2) The policy is fully stated in our employee policies and procedures book.

**10.2. Pre-Employment**

At such time Stantec extends an offer of employment, the offer will be conditional upon successful completion of a pre-employment drug screen and background check. The offer letter will clearly state that the completion of these screens is required and results received before the potential candidate begins employment with FMSM.

**10.3. Employment Eligibility Verification**

Stantec is required by the U.S. Department of Justice to examine evidence of identify and employment eligibility within three (3) business days of employment. Employees must present original documents. The Employment Eligibility Verification (I-9) form will be presented to the employee on his first date of hire. Failure to provide the necessary documentation in a timely manner may result in suspension of employment.

**10.4. Sexual, Racial and Other Harassment in the Work Place**

Stantec is committed to providing a work environment for its employees, which is free from physical, psychological or verbal harassment of any kind including sexual and racial harassment.

Harassment includes any form of verbal or physical behavior which is unsolicited, unwelcome or interferes with an individual's work performance, or which creates an offensive work environment. This principle applies to race, color, religion, national origin, age, physical or mental handicap, and particular emphasis is placed on this definition as it applies to sexual and racial harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, verbal abuse of a sexual nature, graphic verbal comments about a person's body, physical touching, sexual advances and propositions, sexually degrading words used to describe an individual, and the display in the work place of sexually suggestive objects or pictures. It also includes any threat or suggestion that a person's refusal to submit to a sexual advance will adversely affect the person's employment or career development.

Racial harassment includes any offensive racial conduct.

Any employee, who believes that he or she is the object of harassment, or who has knowledge of any harassment of any other employee, should immediately report it to a member of the

Section  
**10**

**Stantec Policies and Procedures**  
**Employment Regulations**

Management Team or Human Resources. A prompt, strictly confidential investigation will be conducted of any reported harassment and when appropriate, disciplinary action will be taken. Stantec will retain confidential documentation of all allegations and investigation.

Stantec considers harassment to be a major offense, which can result in disciplinary action, up to and including termination. Your support is essential if we are to maintain a positive and productive work environment, free of all such harassment.



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

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineers, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40509	Field Surveying, kia and permitting	TBD	At least 10%
2.			
3.			
4.			

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

Stantec Consulting Services Inc.

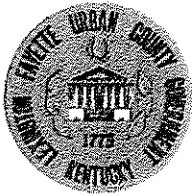
\_\_\_\_\_  
**Company**

November 13, 2012

\_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Company Representative**  
 Joseph J. Herman  
 Principal

\_\_\_\_\_  
**Title**



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

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

Company Name Stantec Consulting Services Inc.	Contact Person Joseph J. Herman
Address/Phone/Email 1409 N. Forbes Road Lexington, Kentucky 40511	RFP Package / RFP Date #33-2012

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Integrated Engineers, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40509	Harsha Wijesin	PE Harsha@int-engineering.com 859-368-0145 (Office) 859-351-9748 (Cell)	10/22/12	Field Surveying, KIA and permitting	ing, Email/ phone/in-person	TBD (10% of contract)	MBE

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

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

Stantec Consulting Services Inc.

Company

November 13, 2012

Date

Company Representative

Joseph J. Herman  
Principal

Title

Firm Submitting Proposal: Stantec Consulting Services Inc.

Complete Address: 1409 N. Forbes Road, Lexington, Kentucky 40511  
Street City Zip

Contact Name: Joseph J. Herman Title: Principal

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 Joseph J. Herman

November 13, 2012  
\_\_\_\_\_  
Date



**Stantec Consulting Services Inc.**  
1409 North Forbes Road  
Lexington KY 40511-2050  
Tel: (859) 422-3000  
Fax: (859) 422-3100

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**Stantec**

November 13, 2012

Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 E. Main Street  
Lexington, Kentucky 40507

**Attention: Mr. Todd Slatin, Acting Purchasing Director**

**Reference: RFQ for Professional Engineering Services (RFP #33-2012)  
Contract 3 – Stormwater Management Projects**

Dear Mr. Slatin:

**Stantec Consulting Services Inc. (Stantec)** is pleased to submit our Statement of Qualifications for Contract 3 (Stormwater Management Projects) in the referenced RFP. Stantec has a proven track record providing professional engineering services to LFUCG and employs a local staff of approximately 180 professionals in our two Lexington offices.

Joining the Stantec Team is **Integrated Engineering, PLLC (IE)**. IE is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG's Capacity Assurance Program, along with several other municipal infrastructure projects for Louisville MSD and Sanitation District No. 1 (SD#1).

Highlights of the Stantec Team include:

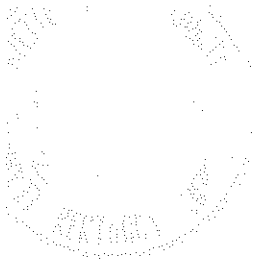
- A local Project Manager experienced in stormwater projects who will ensure that you will receive the service that LFUCG has come to expect from working with Stantec;
- A 100% local Project Team with extensive local experience, performing stormwater capital improvement projects for you since the mid-1990's;
- Broad, regional stormwater expertise to provide value engineering and optimize project solutions;
- Unparalleled knowledge of your Consent Decree and a proven track record of meeting stringent Consent Decree deadlines;
- Nationally-recognized, in-house local geotechnical expertise, including drilling operations and a federal/state-certified soils laboratory located in Lexington;
- A local MBE with relevant experience and the in-house capabilities to maximize Stantec's ability to meet LFUCG's DBE procurement goals on each individual task order; and
- Demonstrated fiscal responsibility on LFUCG projects, including completion of the largest sanitary sewer assessment LFUCG has ever undertaken at \$114,000 under budget without a single change order.

Thank you for the opportunity to submit this Statement of Qualifications.

Sincerely,

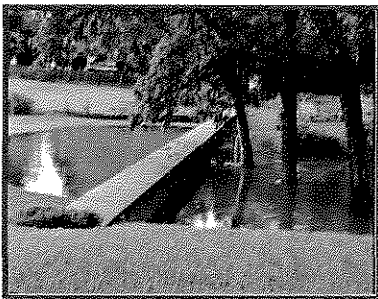
**STANTEC CONSULTING SERVICES INC.**

Joe Herman, PE – Project Manager  
Tel: (859) 422-3043  
Joe.Herman@stantec.com



*LFUCG will continue to receive the same consistently high-quality services from the same familiar faces that supported DWQ on over twenty (20) past stormwater improvement projects.*

*Our depth of local experience and breadth of regional experience provides a valuable design foundation for your stormwater needs.*



*Stantec's "screening tool" approach to stormwater improvements helps validate or refute LFUCG's need to expend more dollars to further evaluate and design appropriate stormwater management alternatives.*

## Firm Qualifications

Stantec Consulting Services Inc. (Stantec) is a multi-disciplinary firm with a proven track record providing quality stormwater and wastewater services to LFUCG for over 20 years. Nationally, Stantec employs approximately 11,000 professionals in over 170 offices. Locally, Stantec employs approximately 180 professionals in two Lexington offices. (A figure showing our office locations is provided on the inside cover.)

Stantec has been a "go-to" stormwater provider for LFUCG for over 20 years and understands as well as anybody the key aspects of the Stormwater Improvement Program (SWIP). Stantec has also led several of LFUCG's Consent Decree projects and understands the importance of anticipating potential pitfalls, strict adherence to project schedules, and adopting a "no excuses" approach. Stantec also recognizes LFUCG's goal to identify and capitalize on opportunities to reduce overall Plan costs.

Joining the Stantec Team is Integrated Engineering, PLLC (IE). IE is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG's Capacity Assurance Program and several other infrastructure projects for Louisville MSD, Sanitation District No. 1 (SD1), and the Tennessee Valley Authority. IE also possesses valuable experience on design efforts with LFUCG, enabling our entire team to execute your projects swiftly, with no learning curve on your Technical Manuals/requirements.

Our Team is the low risk choice with proven experience in LFUCG's stormwater studies. Under the City's previous stormwater programs, Stantec assisted LFUCG in addressing over twenty (20) projects from the Stormwater Priority Project list, including most recently, investigations/designs at Loch Lomond, Mason Headley, Trafton, Jessie Clark, and Cardinal Lane. Stantec's project team is familiar with Division of Water Quality project expectations and personnel, and has proven experience designing sound solutions to address localized urban drainage problems.

In addition to our extensive local experience, our Team will also leverage stormwater experiences from additional key clients such as Louisville MSD, SD1 in Northern Kentucky, MSD of Greater Cincinnati, Frankfort, Elizabethtown, and Richmond, Kentucky, Mason and Fairfield, Ohio, and elsewhere around the region. Our depth of local experience and breadth of regional experience provides a valuable design foundation for your needs.

Stantec has come to appreciate the "screening tool" approach to LFUCG's stormwater projects. Rather than jumping to detailed design alternatives, our routine approach will first identify whether there is real flooding or property loss. When properly conducted, projects can be validated or refuted prior to LFUCG needing to expend critical funds to

further design appropriate stormwater management options. As demonstrated on the Mercer Road and Mason Headley projects where ultimately no stormwater improvement alternatives were warranted, this approach employed by Stantec allowed LFUCG to focus on other more critical flooding concerns.

Stantec has a thorough understanding of FEMA's requirements and the Letter of Map Revision (LOMR) process. Through our participation as a mapping contractor for FEMA and the Commonwealth of Kentucky for over eight (8) years, Stantec has obtained a thorough understanding of FEMA's flood hazard mapping guidelines and specifications and their LOMR requirements. As capital improvements are designed and built, Stantec is well-positioned to assist LFUCG through the permitting/LOMR process and incorporate the improvements into the FEMA flood products.

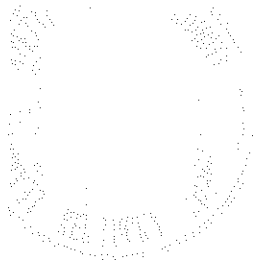


*LFUCG can benefit from Stantec's eight (8) years of lessons learned as a FEMA flood study and mapping contractor.*

In addition to our proven hydrologic and hydraulic experience on LFUCG projects on pipe network and open channel systems, we possess expertise in hydrogeologic behavior and subsurface flows within karst/sinkhole environments in the region. Locally, Stantec employs over 30 licensed geotechnical engineers and professional geologists and operates a federal/state-certified soil and rock testing laboratory. Our fleet of drilling rig equipment is also headquartered in Lexington. With over 45 years providing geotechnical engineering services in the Lexington area, we have a strong understanding of local subsurface conditions and are frequently retained as a regional expert on karst conditions. We'll bring our extensive knowledge of local geology and geotechnical expertise to stormwater projects where warranted and identify cost-saving innovations.

**Table 2.1 Stantec's Relevant LFUCG Experience**

Project Name	Quality/Schedule Expectations Met?	Project Name (continued)	Quality/Schedule Expectations Met?
Capacity Assurance Program	Ongoing	Lake Shore Storm Sewer Replacement	✓
Group 1 Sanitary Sewer Assessment	✓	Skycrest Drainage Project	✓
Groups 2&3 Sewersheds SSAs	✓	Roanoke Buyout Properties	✓
Remedial Measures Plan (sub)	✓	Furlong Buyout Properties	✓
Loch Lomond CIP	✓	LFUCG FEMA Map Activity Statement	✓
Mason Headley CIP	✓	LFUCG FEMA Flood Map Update	✓
Cane Run Sewer Trunk Rehabilitation	✓	Elkhorn Park Trunk Sewer Replacement	✓
CMOM Self Assessment	✓	Winburn Estates PS SSO Elimination	✓
South Elkhorn Watershed Modeling	✓	Bowman Mill/Cave Hill Tributaries Study	✓
Trafton Street Stormwater Design	✓	Stone Road Detention Basin	✓
Trafton Pump Station Feasibility Study	✓	Montavesta Detention Basin	✓
Trafton Street Drainage Study	✓	Woodfield Detention Basin	✓
Forston Ave. Drainage Improvements	✓	Roanoke/ Lane Properties Restoration	✓
Heatherwood Townhomes Detention	✓	1997 Stormwater Improvement Program	✓
SWARM Application	✓		

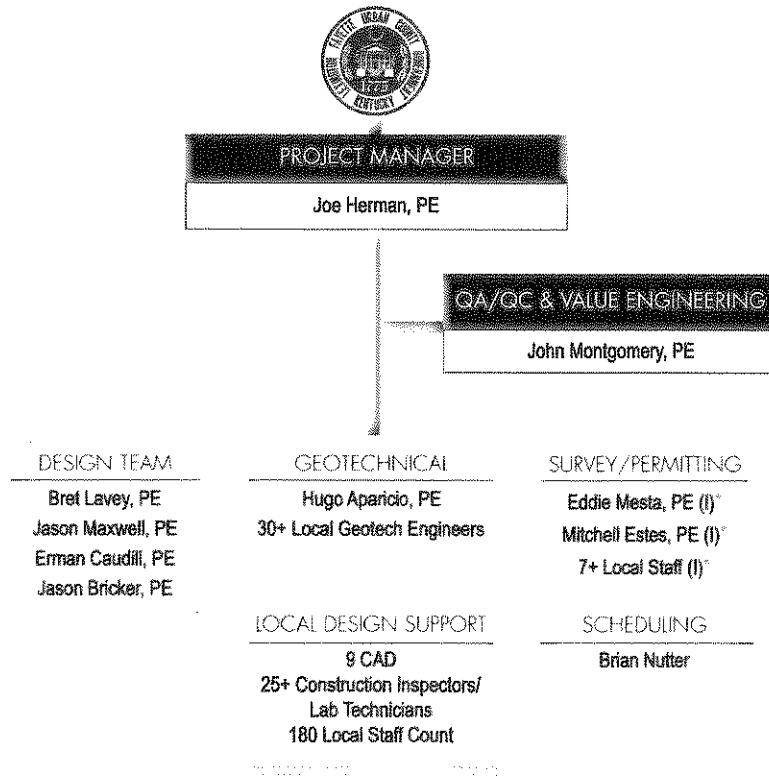


## Project Team

Stantec provides LFUCG with the comprehensive experience and depth of technical knowledge necessary to complete any variety of stormwater management projects categorized in your Request for Qualifications. The following paragraphs highlight the credentials of the project management, engineering, and surveying staff identified in the organizational chart. These individuals have been assigned to this project and will play key roles in project execution. A review of the resume highlights that follow demonstrate that Stantec provides best value to LFUCG with respect to our local professional ability and qualifications.

*Stantec's Team is 100% local and includes a strong bench of stormwater design experts, back-stopped with additional local geotechnical expertise, support staff, and an experienced MBE partner.*

An organizational chart identifying key members of the Stantec Team is presented in Figure 3.1.



*In recognition of LFUCG's goal to capitalize on smart opportunities to reduce overall program costs, our Team includes veteran engineer responsible for independently reviewing preliminary designs and performing a Value Engineering review.*

### LEGEND

- (I) - Integrated Engineering (MBE)
- \* Indicates MBE
- Bold indicates local



Unique elements of Stantec's Team includes a dedicated Project Scheduler and Value Engineer. The Project Scheduler will ensure that project deadlines and critical path items are effectively reported to LFUCG and their Program Management Consultant(s). The Value Engineer includes a senior designer with extensive experience and will be responsible for independently reviewing preliminary designs to identify opportunities to reduce construction costs.

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**Joe Herman, PE**

*Role: Project Manager*

*Firm: Stantec*

*Years Experience: 17*

*Education:*

*B.S. Civil Engineering,*

*University of Kentucky, 1994*

*M.S. Civil Engineering,*

*University of Kentucky, 1995*

*Office Location:*

*Lexington, KY*

Joe Herman, PE will serve as the Project Manager. Mr. Herman has a proven track record executing LFUCG stormwater and wastewater projects. Recently, Mr. Herman led LFUCG's Sanitary Sewer Assessments (SSAs) and is currently managing LFUCG's Capacity Assurance Program. Mr. Herman brings consistency and proven project management skills to Stantec's stormwater projects, as well as a strong knowledge and background of working on a broad range of stormwater and flood protection projects for LFUCG. Mr. Herman was specifically selected for this project because of his hands on project management approach, professional presentation skills, and ability to communicate with a variety of audiences including technical experts at LFUCG, LFUCG customers, and other stakeholders. The list of Mr. Herman's LFUCG stormwater projects is extensive and includes

- Jessie Clark Sinkhole Study;
- Loch Lomond Stormwater Improvements;
- Mason Headley Road Stormwater Improvements;
- Trafton Street Drainage Study and Design;
- South Elkhorn Watershed Modeling;
- Skycrest Neighborhood Stormwater Study and Design;
- Bowman Mill and Cave Hill Tributaries Flood Study; and
- Fayette County Map Modernization and Flood Insurance Studies.

In addition to this impressive resume of local stormwater projects, Mr. Herman also boasts valuable experience with Cincinnati MSD's Bold Face (CSO 419) Sewer Separation project and Elizabethtown, Kentucky's Hawkins Steel Basin Stormwater Improvements. Mr. Herman has the authority to assign staff as-needed to meet LFUCG's project needs and will ensure that LFUCG continues to receive the same excellent service and local responsiveness that they have come to expect from Stantec.

---

**Bret Lavey, PE**

*Role: Design Team*

*Firm: Stantec*

*Years Experience: 8*

*Education:*

*B.S. Civil Engineering,*

*University of Kentucky, 2005*

*Office Location:*

*Lexington, KY*

Bret Lavey, PE is a Senior Project Engineer with detailed experience and knowledge in the design and analysis of water resource and civil engineering projects and the applications of Geographic Information Systems (GIS). He has experience in a variety of commercial hydrologic and hydraulic models and broad stormwater design experience. He served as the Project Engineer responsible for evaluating and designing storm sewer improvements necessary to alleviate flooding associated with Trafton and Versailles Roads, the Loch Lomond Stormwater

Improvements, and the Jessie Clark Sinkhole Study and has various other stormwater experience for LFUCG such as the Fayette County Map Modernization efforts and South Elkhorn Watershed Modeling. Mr. Lavey is also a lead engineer on the Fowlers Fork Drainage Basin Masterplan for SD1 in Union, Kentucky. Mr. Lavey is currently serving as a project engineer on LFUCG's Capacity Assurance Program and is fresh off his role on the Sanitary Sewer Assessments and Remedial Measures Plan Development, providing ample capacity to support LFUCG's design needs.

---

**Jason Maxwell, PE**

*Role: Design Team*

*Firm: Stantec*

*Years Experience: 7*

*Education:*

*B.S. Biosystems*

*Engineering,*

*University of Kentucky, 2006*

*M.S. Biosystems*

*Engineering, University of*

*Kentucky, 2008*

*Office Location:*

Jason Maxwell, PE is a Water Resources Engineer with specific project experience in engineering design for municipal stormwater and sanitary sewer systems, sanitary sewer evaluation studies (SSES), EPA Consent Decree Program Management, stormwater and sanitary hydrologic and hydraulic modeling, sanitary sewer rehabilitation, and inflow/infiltration studies. Mr. Maxwell has detailed experience in implementing hydrologic and hydraulic data into advanced modeling software applications such as HEC-HMS, HEC-RAS, and SWMM. Mr. Maxwell's recent stormwater experience includes drainage design for Marathon Petroleum Company and support on several of LFUCG's stormwater improvement projects, including Loch Lomond, Mason Headley, and South Elkhorn Watershed Modeling. Mr. Maxwell also recently completed his involvement in LFUCG's Sanitary Sewer Assessments and Remedial Measures Plan Development and has immediate availability for LFUCG's stormwater design projects.

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**Erman Caudill, PE**

*Role: Design Team*

*Firm: Stantec*

*Years Experience: 12*

*Education:*

*B.S. Civil Engineering,*

*University of Kentucky, 1999*

*M.S. Civil Engineering,*

*University of Kentucky, 2000*

*Office Location:*

*Lexington, KY*

Erman Caudill, PE has prior LFUCG stormwater project experience including the H&H Flood Studies for a Tributary of South Elkhorn Creek and is highly experienced in hydrologic and hydraulic modeling, drainage system design and analysis, reservoir yield analysis, floodplain information studies, hydropower studies, flood-proofing studies, water supply studies, flood insurance studies and GIS applications. He is well trained in utilizing a variety of software applications including SWMM, HEC-RAS, HEC-HMS, HEC-1, HEC-2, SITES, StormCAD, SEDCAD, Pipe2000, NWS DAMBRK, ArcView, ArcGIS and ArcInfo. In addition to past project experience with LFUCG, Mr. Caudill has also supported stormwater management initiatives and design services for the municipal stormwater system owners in Versailles and Elizabethtown, Kentucky, Butler County, Ohio and Chattanooga, Tennessee and boasts stormwater design credentials for many private clients, including:

- Good Shepherd Church (underground detention system design);
- The Lexington School;
- Marathon Petroleum Company;
- Kentucky Utilities;
- East Kentucky Power; and
- St. Joseph East (building expansion)

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**Jason Bricker, PE**  
*Role: Design Team*  
*Firm: Stantec*  
*Years Experience: 15*  
*Education:*  
*B.S. Civil Engineering,*  
*University of Kentucky, 1996*  
*Office Location:*  
*Lexington, KY*

Jason Bricker, PE is a Senior Project Engineer with extensive transportation and stormwater design experience. Most recently, he was responsible for the design of 2,200 linear feet of relocated 12' x 8' box culvert associated with the Newtown Pike Extension Project. Mr. Bricker was also responsible for the design associated with the sanitary trunk sewers for the UK Trunk along Manchester Street. Mr. Bricker's recent urban stormwater projects also include 800 feet of 54-inch storm sewer to replace an open ditch system, a precast structure to replace a small dilapidated bridge with flooding problems, and a series of retention basins to help alleviate existing flooding for District 11 of KYTC. Mr. Bricker's related experience and transportation focus will provide an additional perspective on stormwater design projects within our Design Team.

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**Hugo Aparicio, PE**  
*Role: Geotechnical Team*  
*Firm: Stantec*  
*Years Experience: 36*  
*Education:*  
*B.S. Civil Engineering,*  
*University of Kentucky, 1973*  
*M.S. Civil Engineering,*  
*University of Kentucky, 1976*  
*Office Location:*  
*Lexington, KY*

Hugo Aparicio, PE is located in Stantec's Lexington, Kentucky office. Mr. Aparicio has over 36 years of experience performing subsurface explorations and geotechnical designs in Lexington. He is a recognized expert in karst geology and is often retained to evaluate and design treatments when encountered on proposed project sites. Mr. Aparicio has a strong understanding of Lexington's geology. Mr. Aparicio routinely develops designs for ponds and basins. Mr. Aparicio's exploratory methods include excavation of the subsoil to expose the underlying bedrock surface and conducting dye tests to determine the outlet point of groundwater entering the karst features. His experience includes the surveying, mapping and subsurface exploration of a cave with entries totaling approximately 3,000 feet in length located under the Beaumont Farms residential subdivision. Specific measures were formulated to protect the environmental conditions of the cave and reduce the potential impact of karst features on the proposed development.

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**Eddie Mesta, PE**  
*Role: Field Surveying and Permitting*  
*Firm: IE*  
*Years Experience: 17*  
*Education:*  
*B.S. Civil Engineering,*  
*University of Kentucky, 1995*  
*Office Location:*  
*Lexington, KY*

Eddie Mesta, PE is a Project Manager located in IE's Lexington, Kentucky office. Mr. Mesta will lead the IE team responsible for Field Surveying and Permitting. Depending on the degree of field surveying and permitting, it is anticipated that IE will also be responsible for providing the technical and administrative assistance to LFUCG necessary to fulfill the required obligations under Kentucky Infrastructure Authority (KIA) funded projects. Mr. Mesta has design and permitting experience on stormwater and wastewater projects for LFUCG. He is familiar with LFUCG's field surveying and permitting requirements, having provided similar services on the Lexington Mall Sanitary Sewer Relocation, Bob O'Link Trunk Replacement, and Cardinal Lane Sanitary and Storm Improvements.

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**Mitchell Estes, PLS***Role: Field Surveying**Firm: IE**Years Experience: 22**Education:***B.A. University Studies  
(Mathematics),****Morehead State University,  
1985***Office Location:***Lexington, KY**

Mitchell Estes, PLS is a Professional Land Surveyor located in IE's Lexington, Kentucky office. Mr. Estes brings 22 years of land surveying experience to the Project Team. He has experience in construction staking for roadways, subdivisions, and land development and has completed numerous boundary and topographic surveys. Mr. Estes also boasts recent LFUCG infrastructure experience including the Bob O Link Trunk Sewer project and Town Branch Sanitary Sewer Rehabilitation and Pump Station project.

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**Brian Nutter***Role: Scheduling**Firm: Stantec**Years Experience: 12**Education:***B.S. Electrical Engineering,  
US Coast Guard Academy,  
2000***Office Location:***Lexington, KY**

Brian Nutter is a Project Controls Specialist in Stantec's Lexington, Kentucky office. Mr. Nutter will be responsible for preparing and updating the project schedule to support LFUCG's Program Management Consultant(s). Mr. Nutter has a strong background in Primavera cost and resource loaded scheduling, Critical Path Management (CPM), and Earned Value Management System (EVMS). Prior to joining Stantec, Mr. Nutter provided similar project scheduling services for the United States Coast Guard and the National Aeronautics and Space Administration (NASA). The addition of Mr. Nutter to the project team will ease the reporting and transfer of project schedule information to LFUCG and their Consultant.

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**John Montgomery, PE***Role: QA/QC & Value**Engineering**Firm: Stantec**Years Experience: 27**Education:***B.S. Civil Engineering,  
University of Kentucky,  
1985***Office Location:***Lexington, KY**

John Montgomery, PE will provide QA/QC and Value Engineering on this project. In this role, Mr. Montgomery will provide high-level QA/QC of proposed designs and independently evaluate opportunities to reduce overall project construction costs (value engineering). Stantec specifically included a QA/QC and Value Engineering Team in response to LFUCG's goal to identify opportunities to reduce program costs, while still meeting Consent Decree objectives. Mr. Montgomery provides unique experience on past LFUCG stormwater program projects (including local mitigation projects at Lake Shore Drive, Forston Avenue, Silverleaf Court, Sandalwood Court, Old Paris Pike, Skycrest Neighborhood Drainage Study, and the Stonewall Sinkhole System Drainage Study). Mr. Montgomery established Stantec's Lexington water resources program in the early 1990's and has provided leadership on LFUCG's Stormwater Improvement Program since its inception. From 2004 to 2009, Mr. Montgomery lived in Cincinnati to manage and grow Stantec's Cincinnati Office. His time in Cincinnati provided valuable insights into diverse stormwater municipal owners in southwest Ohio, including Fairfield, Mason, Cincinnati, Trenton, Dayton, and others. Mr. Montgomery's 27+ years of experience in Lexington and throughout the region, along with his hands-on leadership approach, will provide added value to LFUCG's stormwater design projects.

## Risk Management Plan

Stantec's organization chart includes a deep roster in each position, allowing for minimal disruption to design activities should a member of the Team become unavailable or win the lottery. Each of the four members of the Design Team have extensive experience leading stormwater design projects. Additionally, Stantec's local office boasts at least five (5) project managers that could easily step into the management role on stormwater design projects.

---

*Stantec's Lexington presence includes over 75 capable professional engineers or EIT's that are available to support LFUCG's needs as necessary.*

Locally, Stantec employs over 180 professionals providing us with additional depth should it be necessary. Corporate-wide, Stantec employs over 11,000 professionals covering a wide range of technical expertise that can be called upon to meet any project challenge or emergency.

Stantec also boasts a voluntary turnover rate that is less than the industry standard. Our commitment to our people and professional work atmosphere promotes high staff retention.

Finally, our management style includes a team-based approach that promotes cross-training amongst our staff. Stantec Project Managers are responsible for training and mentoring junior staff to provide growth opportunities (also key to staff retention) and provide sustainable succession planning. We can't work forever, but our legacies can!

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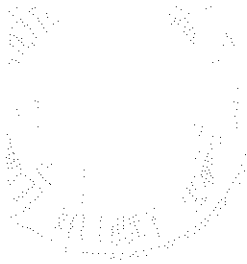
*LFUCG has our commitment that we will deliver the same great service you've come to expect from Stantec.*

For proof of Stantec's team-based approach, LFUCG merely needs to look to the Group 1 and Group 2 & 3 Sanitary Sewer Assessment projects. On these projects, Stantec utilized a team-based approach in which Joe Herman, Bret Lavey, and Jason Maxwell worked interchangeably. This three-year effort involved numerous instances when Mr. Herman was unavailable in which Mr. Lavey and Mr. Maxwell led monthly progress meetings, prepared project invoices, provided technical direction, and managed daily field activities.

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*Stantec's Design Team boasts a deep roster of experienced individuals, along with a combined staff of over 11,000 professional, including over 180 persons in Lexington.*

*This coupled with our low turnover rate and commitment to cross-training and succession planning ensures that project deadlines and quality expectations are met in the event any member of the Team becomes unexpectedly unavailable.*



## List of Clients

Table 4.1 contains client contact information for all of the Stormwater Management projects summarized in Section 5.

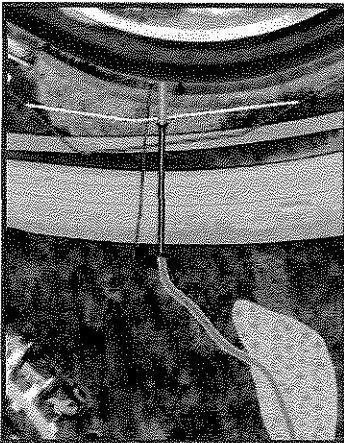
Table 4.1. Client Contact Information

Table 4.1 includes contact reference information for all of the Stormwater Management projects summarized in Section 5.

<b>LFUCG</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Greg Lubeck	859.258.3446	glubeck@lexingtonky.gov
<b>Project(s):</b> 1. <i>Jessie Clark Sinkhole Study</i> 2. <i>Trafton Street Drainage Study/Design</i> 3. <i>Various Other SWIPs (1997-2011)</i>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Ben Krebs	859.258.3410	bkrebs@lexingtonky.gov
<b>Project(s):</b> <i>Loch Lomond Stormwater Improvements</i>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Andrew Grunwald	859.258.3597	agrunwal@lexingtonky.gov
<b>Project(s):</b> <i>Newtown Pike Extension - Box Culvert Design</i>		
<b>Metropolitan Sewer District of Greater Cincinnati (MSDGC)</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Lindsey Staley	513.244.3908	Lindsey.Staley@cincinnati-oh.gov
<b>Project(s):</b> <i>CSO 419 (Bold Face) Separation</i>		
<b>Sanitary District No. 1 of Northern Kentucky</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Sean Blake	859.578.7468	sblake@sd1.org
<b>Project(s):</b> <i>Fowlers Fork Drainage Basin Masterplan</i>		
<b>Marathon Petroleum Company, LLC</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Terri Lambert	606-921-2628	tlambert@marathonoil.com
<b>Project(s):</b> <i>MPC South Area and FCC Drainage</i>		
<b>Tennessee Valley Authority</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Scott Turnbow	423-290-1654	msturnbow@tva.com
<b>Project(s):</b> <i>Widows Creek Fossil Plant Drainage Design</i>		
<b>City of Elizabethtown, Kentucky</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Robert Bush	270.765.7873	robert.bush@elizabethtownky.gov
<b>Project(s):</b> <i>Hawkins Steel Drive Stormwater Improvements Phase I &amp; II</i>		

## List of Similar Projects

**CSO 419 (Bold Face) Separation Phase 1, Cincinnati, Ohio (Ongoing).** Cincinnati (MSDGC) retained Stantec to develop a sewershed plan that includes sewer separation and both gray and green stormwater infrastructure. Phase 1 of the plan includes construction of approximately 25,000 LF of gravity storm & sanitary sewer. This phase will provide the framework for surface load separation of the remainder of the sewershed. The construction of Phase 1 will begin in 2015 and is expected to be completed by late 2016 at an estimated construction cost of \$11M.



*In addition to CSO 419, Stantec is also providing gray and green stormwater design services in the CSO 030 and 012 basins in Cincinnati, Ohio, including a newly separated system with a box culvert and 72-inch trunk sewer under I-75.*

**Newtown Pike Extension, Lexington (Ongoing).** As part of the roadway extension and neighborhood development project, Stantec designed the relocation of 2,200 LF of an 80 year old 12' x 8' reinforced concrete box culvert. The culvert provides storm water drainage for 1,100 acres, including much of the UK campus. The box culvert is being constructed in multiple phases at a total construction cost of \$2.8M.

**Loch Lomond Stormwater Improvements, Lexington (2011).** Stantec was retained by LFUCG to design stormwater improvements to alleviate home flooding in the south Lexington neighborhood, the design included storm sewer and an open channel through backyards along Loch Lomond Drive. The phase of the project constructed in 2011 consisted of an articulated concrete block, pervious channel and headwall improvements at a cost of \$30K.

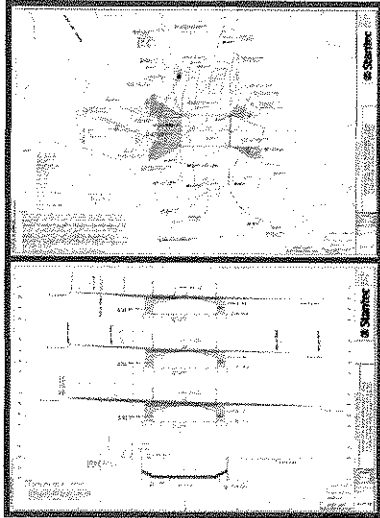
*In addition to our design services for municipal clients, our Lexington engineers have designed stormwater projects for various industrial/power clients as well as the local development community.*



*AarmorLoc® Channel at Loch Lomond Drive in Lexington.*

**Marathon Petroleum FCC Drainage Study, Catlettsburg, Kentucky (2010).** Marathon Petroleum owns and operates a refinery in Catlettsburg, Kentucky that is situated along the Big Sandy River. Stantec's water resources team was contracted to model and evaluate the oily water sewer and clean water sewer system in both the southern portion of the refinery and the Fluid Catalytic Cracking (FCC) Unit of the refinery. Resulting improvements included designing several thousand feet of open channel and approximately 500 LF of storm sewer to separate the industrial wastewater flow from the storm drainage discharging directly to the River. The drainage system was constructed in 2010 for \$480K.

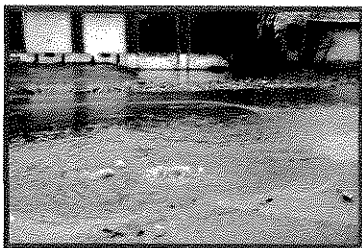
**Hawkins Steel Basin Stormwater Improvement Design, Elizabethtown, Kentucky (2012).** Stantec was selected to perform stream/culvert improvement design in the Hawkins Steel Basin area, known for chronic flooding problems. Stantec was selected to verify reported flooding and develop and design mitigation alternatives. Stantec completed the analysis and recommended design of three large span culverts and nearby channels, relocation of utilities, and traffic realignment/design of the road crossing. Stantec prepared two separate construction packages for stream improvement and culvert design. Stantec also prepared the required 401/404 and Stream Construction Permits and were able to successfully negotiate



*Hawkins Steel culvert design.*



*Stantec performed a stormwater feasibility study and conceptual design of mitigation alternatives for the sinkhole at Jessie Clark Middle School in the South Elkhorn Watershed.*



*Storm sewer surcharge of street inlet and street flooding on Trafton Street after heavy rainfall.*

with Kentucky Division of Water and the US Army Corps of Engineers to save Elizabethtown \$108K for their in-lieu fee associated with the project. The project is scheduled for construction 2013 at an estimated cost \$1.1M.

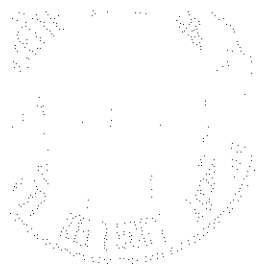
**TVA Widows Creek Fossil Plant, Northeast Alabama near Chattanooga, Tennessee (2011).** Stantec was retained by the Tennessee Valley Authority (TVA) to evaluate embankments and provide design services. TVA is converting each of their fossil plant facilities from wet ash pond storage to dry stacking facilities. Stantec performed hydrologic and hydraulic analyses and provided the design services to assist in the conversion of two of their ash ponds. The design included the addition of approximately 1,000 LF of storm sewer and approximately 11,000 LF of open channel and drainage ditches along the newly constructed dry storage facilities. Construction costs for the drainage infrastructure are not available (costs were lumped with dry stack construction and other earthwork activities).

**Fowlers Fork Drainage Basin Masterplan, SD1, Union, Kentucky (Ongoing).** Stantec is currently providing master planning services to Sanitation District No. 1 in Northern Kentucky in the 5 square mile Fowlers Fork Drainage Basin. Stantec performed detailed survey of the stormwater infrastructure, prepared a SWMM model to evaluate flooding for existing and future conditions, and evaluated the stream stability for potential geomorphic modifications. Recommendations, conceptual designs, and cost opinions for capital improvements in the basin will be provided as part of the Masterplan.

**Jessie Clark Sinkhole Study and Conceptual Design (2011).** Stantec evaluated residential flooding from the sinkhole at Jessie Clark Middle School in southern Lexington. The study included resident interviews/questionnaires, field survey and reconnaissance, hydrologic and hydraulic modeling to determine flood extents, and an evaluation of conceptual alternatives to mitigate surface water flooding of affected homes. Capital construction cost opinions, ranging from \$15K (channel option) to \$297K (regional basin option) were prepared for each alternative to aid LFUCG in their evaluation. The afflicted homeowners opted against a capital project, thus detailed design and construction is not anticipated.

**Lexington Capital Stormwater Improvement Program (1997-2011).** Since 1997 when Lexington initiated their Stormwater Improvement Program (SWIP), Stantec has provided design services on over twenty (20) projects with varying construction values. Typical projects included distribution of questionnaires, field survey, public involvement, evaluation of conceptual alternatives and opinions of probable costs, detailed design and specifications preparation, right-of-way acquisition and coordination, and construction administration services. In addition to a few of the projects for LFUCG mentioned above, Stantec has provided these services for projects such as Mason Headley (where Stantec ruled out reported flooding and saved LFUCG from investing in an unnecessary design effort), Trafton/Versailles Road, and Skycrest Neighborhood.





## Local Office

Stantec (formerly FMSM Engineers and ENTRAN) has maintained a local office in Lexington since 1966. Stantec has two Lexington offices, one at 1409 North Forbes Road and the other at 400 East Vine Street. Stantec's Forbes Road and Vine Street offices have a staff of approximately 120 persons and 60 persons, respectively. Both offices are within close proximity (< 1 mile) of the LFUCG's offices at the Government Center and Phoenix Building and the Division of Water Quality's office on Lisle Industrial Avenue.

Stantec has maintained a Lexington office since 1966 and currently employs 180 professionals in two offices located within close proximity (< 1 mile) of the Government Center and DWQ's office on Lisle Industrial Avenue.

The Forbes Road office serves as the headquarters for Stantec's South Region which includes our other offices in: Kentucky, Tennessee, Georgia, North Carolina, Missouri, and Louisiana. Additionally, the Forbes Road office serves as Stantec's U.S. corporate headquarters for our Geotechnical Practice Area.

Integrated Engineers, PLLC maintains a local office at 1716 Sharkey Way (Suite 200). Established in 2006, the office has a staff count of 7 professionals and is the corporate headquarters.

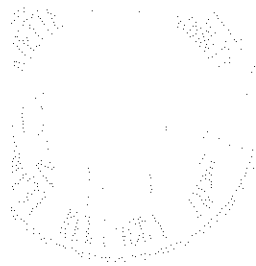
Table 6.1 summarizes the information requested in Attachment 1 of your RFP.

100% of the individuals identified in the Organizational Chart (Section 3) are located in Lexington.

Table 6.1. Local Office Project Team Members.

Prime Consultant Stantec	Location	Date Office Established	Total Number of Employees	No. of Employees Expected to Work on DWQ Project
Headquarters	Edmonton, Alberta	1954	11,000	As Needed
Local Office	Lexington, Kentucky	1966	180	As Needed
PM Location	Lexington, Kentucky			
<b>Subconsultant Name: Integrated Engineering</b>				
<b>Service Provided:</b> Surveying, Permitting, KIA Coordination, Design Services				
Headquarters/ Local Office:	Lexington, Kentucky	2006	7	6

Any additional design team members and support services not identified in the Organizational Chart (Section 3) will be staffed as-needed by Stantec's 180-person local staff, which includes 76 professional engineers and EITs.



Stantec has partnered with Integrated Engineers, PLLC to meet LFUCG's procurement goal of 10% for this Contract.

Stantec and IE have successfully partnered on several other projects for LFUCG, Louisville MSD, SD#1, and the Tennessee Valley Authority.

## Disadvantaged Business Enterprise (DBE)

Stantec recognizes LFUCG's commitment to utilizing Disadvantaged Business Enterprises (DBE), where appropriate, on engineering projects. To support this goal, Stantec has partnered with Integrated Engineers, PLLC (IE) on this project. IE is a local, certified Minority-Owned Business Enterprise (MBE).

IE was selected for the team based on their past experience providing professional services on LFUCG wastewater and storm projects, similar corporate culture of quality and professionalism, and our proven track record working together on other projects. Stantec and IE are currently teamed on LFUCG's Capacity Assurance Program, as well as several other projects for Louisville MSD, Sanitation District No. 1, and the Tennessee Valley Authority.

Stantec has a long standing history of meeting or exceeding LFUCG's DBE procurement goals on your projects. Stantec is committed to assigning at least 10% of the work associated with this Contract to IE.

It is anticipated that Stantec will meet this goal through IE's role providing field surveying, permitting, and Kentucky Infrastructure Authority (KIA) reporting/assistance. Should the work associated with these assignments not total 10%, Stantec will assign additional work to IE to ensure that LFUCG's procurement goals are met. IE has several engineers on staff who are experienced in stormwater design and can assist in the design aspects or provide quality assurance/quality control reviews of design deliverables, as needed.

Lastly, IE is headquartered in Lexington approximately 1 mile from Stantec's Forbes Road office and DWQ's office on Lisle Industrial Avenue. This close proximity provides convenient access of the project team to meet/coordinate during design and allows us to be responsive to you and your project needs both during design and construction.

## Hourly Rates

A schedule of Stantec's hourly rates and anticipated reimbursable expenses is presented in Table 8.1. It is understood that projects authorized under this Contract will be assigned based on a negotiated fee basis and will use the rates provided in the table below. It is further understood that hourly rates will be in effect for authorized task orders with opportunity for escalation only every three years.

Stantec has a proven track record of fiscal responsibility on LFUCG projects and routinely completes our assignments at or below the allocated budget. On the Group 1 SSA, Stantec completed this \$5.2 million dollar project without any change orders and over \$110,000 below budget. Our commitment to fiscal responsibility provides LFUCG with assurance that Task Orders will be negotiated fairly and LFUCG will not be inundated with unwarranted and time consuming change order requests.

*Stantec has a proven track record of fiscal responsibility on LFUCG projects, successfully completing the \$5.2M Group 1 SSA more than \$110K under budget and consistently completing our RMP task order assignments below the allocated amount.*

**Table 8.1. Hourly Rate Schedule**

Job Classification	Hourly Rate
Principal-In-Charge	\$160.00 / hour
Project Manager	\$160.00 / hour
Senior Project Engineer (PE)	\$125.00 / hour
Project Engineer (EIT)	\$100.00 / hour
Engineering Technician / CAD Technician	\$75.00 / hour
Two-Person Survey Crew (Party Chief & Instrument Person)	\$160.00 / hour
One-Person Survey Crew (Party Chief & GPS/Robotic Equipment)	\$125.00 / hour
Professional Land Surveyor	\$110.00 / hour
Clerical	\$60.00 / hour
Mileage	\$0.56 / mile
Other Direct Expenses	Actual Cost