PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made on the 5th day of July, 2016, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government existing pursuant to KRS Chapter 67A, hereinafter called "LFUCG" and **Stantec Consulting Services Inc.,** a foreign corporation with offices located at 400 East Vine St., Suite 300, Lexington, Kentucky 40507" hereinafter called "CONSULTANT."

WHEREAS, LFUCG has been allocated federal funds from the Kentucky Transportation Cabinet under Title 23, United States Code, Section 133(b), Catalog of Federal Domestic Assistance number 20.205 for Intelligent Transportation System and Congestion Management System Traffic Improvements;

WHEREAS, LFUCG issued a request for proposals for a Beaumont Centre-Harrodsburg Road Traffic Operations Study (RFQ #10-2016) in order to study the multimodal transportation system within and adjacent to the Beaumont Centre area, identify any deficiencies, and develop a prioritized list of multimodal solutions; and

WHEREAS, CONSULTANT responded to RFQ #10-2016 and LFUCG has determined that CONSULTANT is the successful bidder;

NOW, THEREFORE, LFUCG and CONSULTANT, in consideration of their mutual covenants herein AGREE with respect to the performance of a Traffic Video Distribution and Management System and the payment for those services by LFUCG as set forth below.

WITNESSETH: That CONSULTANT and the LFUCG in consideration of the negotiated hours required to complete the work by the CONSULTANT, hereby agree to commence and complete the scope of services described as follows:

1.0 SCOPE OF WORK

CONSULTANT shall perform the work as outlined in RFQ #10-2016, which is attached hereto as Exhibit "A" (the "RFQ"), CONSULTANT'S response, which is attached hereto as Exhibit "B" (the "Response"), and Revised Scope of Work and Revised Man-Hour/Fee Proposal, which is attached hereto as Exhibit C ("SOW and Fee Schedule"). All of the terms and provisions of the RFQ the Response, and the SOW and Fee Schedule are incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the SOW and Fee Schedule, the RFQ and the Response.

1.1 Timely Reports

CONSULTANT hereby agrees to provide monthly reports of all activities to LFUCG PROJECT MANAGER. Reports may be submitted electronically.

1.2 Applicable Laws

CONSULTANT shall perform work in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations, and 23 Code of Federal Regulations.

2.0 INCORPORATED DOCUMENTS

Exhibit A –RFQ #10-2016 Beaumont Centre-Harrodsburg Road Traffic Operations Study.

Exhibit B – Response of Stantec Consulting Services Inc. to RFQ #10-2016".

Exhibit C –Revised Scope of Work and Revised Man-Hour/Fee Proposal , for completed tasks defined within RFQ #10-2016.

3.0 PERIOD OF SERVICE

The time period of service authorized by the LFUCG for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred eighty days (180) from the date specified in the Notice to Proceed.

4.0 INDEMNIFICATION CLAUSE

The Risk Management Provisions of RFQ #10-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

5.0 PAYMENTS TO CONSULTANT

Payment for services under this agreement will be made on time and expense basis, in an amount not to exceed $124,984.63, subject to sufficient appropriation of funds and the following requirements:

a. All invoices shall reflect the worked performed in accordance RFQ #10-2016 and the corresponding amount due based on the budget allotted for each task or deliverable set forth in Exhibit C.

5.1 Time of Payment

CONSULTANT shall submit monthly statements for work completed. LFUCG shall respond to CONSULTANT's monthly statements within thirty (30) days, either denying payment or making payments.

5.2. Other Provisions Concerning Payments.

5.2.1. In the event the Agreement is terminated by the **LFUCG** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **LFUCG** is to the total amount of work provided for herein, as determined by mutual agreement between the **LFUCG** and the **CONSULTANT**.

5.2.2. In the event the services of the **CONSULTANT** are terminated by the **LFUCG** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **LFUCG**.

5.2.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **LFUCG**, the **CONSULTANT** shall be paid as set forth in Section 5.2.1 above.

6.0 SUCCESSORS AND ASSIGNS

6.1 **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **LFUCG**.

6.2 The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

7.0 Optional Tasks and Services

LFUCG may desire to have 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 "Optional Task and Services," 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 written authorization is given by LFUCG. This work shall be considered as "Optional Work & Tasks" and shall be paid on a lump sum basis by task in accordance with the negotiated rates as provided by CONSULTANT in response to RFQ#10-2016 in Exhibit C.

8.0 GENERAL CONSIDERATIONS

8.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Notwithstanding the above, LFUCG may terminate the Agreement at any time upon seven (7) days written notice to the CONSULTANT.

8.2 Ownership and Reuse of Documents

All documents, prepared by CONSULTANT pursuant to this Agreement shall be delivered to and become the property of the LFUCG. LFUCG shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to CONSULTANT.

8.3 Incorporation of Bid Documents

All bid documents related to RFQ #10-2016, including the Advertisement for Bids, Information to Bidders, CONSULTANT's Response to LFUCG's Invitation to Bid, General and Special Conditions, Basis for Payment, Form of Proposal, Certificates of Insurance, Affirmative Action Plan, Equal Opportunity Agreement, Non-Appropriation Conditions, Addenda and any other document(s) related to the bid be and hereby are incorporated herein as if fully set forth herein.

8.4 Relationship of Parties

CONSULTANT acknowledges and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. CONSULTANT shall be considered an independent contractor at all times during the performance of services specified herein.

8.5 Notices

Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties first set forth in this Agreement.

8.6 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws provisions in accordance with the provisions of RFQ #10-2016.

8.7 Severability

If any of the provisions of this Agreement, including any incorporated documents, are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

9.0 . RIGHT TO REVIEW, AUDIT AND INSPECT

CONSULTANT understands and agrees that upon reasonable notice that officials of the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet, and the Federal Highway Administration may review, audit, and inspect any and all of the **CONSULTANT'S** records and operations relative to the services performed under this Agreement to assure compliance with the Agreement.

10.0 DISPUTE RESOLUTION

Disputes not settled between CONSULTANT and LFUCG shall be submitted to non-binding mediation by request filed in writing with the other party to this Agreement, and shall include a list of not less than three (3) nor more than six (6) names, addresses, and qualifications of industry-experienced mediators, from which the other party shall select a qualified mediator. Mediation shall proceed in advance of legal or equitable proceedings. CONSULTANT AND LFUCG shall share the mediator's fee and filing fees equally. Mediation pursuant to this Agreement shall be held in the place where the PROJECT is located, unless another location is mutually agreed upon. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ATTEST:

Clerk of the Urban County Council

BY: _____
Jim Gray
MAYOR

Stantec Consulting Services Inc.,
400 East Vine St., Suite 300
Lexington, Kentucky 40507

BY: David Sigler
ITS: Senior Principal

_____
(Secretary)

_____
(Witness)

00537502

EXHIBIT A – RFQ #10-2016 BEAUMONT CENTRE-HARRODSBURG ROAD TRAFFIC OPERATIONS STUDY

(40 PAGES)

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Lexington-Fayette
Urban County Government

Request For Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **#10-2016 Beaumont Center-Harrodsburg Road Traffic Operations Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 29, 2016**.

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:

RFQ #10-2016 Beaumont Center-Harrodsburg Road Traffic Operations Study

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 Qualifications 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.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

Specialized experienced and technical competence of the person or firm (including a joint venture or association) with similar traffic analysis and design experience	40 points
Capacity of the person or firm to perform the work, including any specialized services, within a 6-month period from the Notice to Proceed	20 points
Familiarity with the details of the project	15 points
Project approach and proposed procedures to accomplish scope of the project	20 points
Degree of local employment	5 points

See additional information about selection criteria in specifications.

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

Questions shall be submitted via Economic Engine at: https://lfucg.economicengine.com

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@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, _____, and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2016.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date:_____/_____/_____

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

*Prepared by:*_____

Name & Title

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

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

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

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

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller
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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (https://lfucg.economicengine.com)

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	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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@nwboc.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

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

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

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

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

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

Company _____ **Company Representative** _____

Date _____ **Title** _____

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

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

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

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

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

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

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

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

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

    (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;

(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely 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 Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) 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.

(2) 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 "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 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 LFUCG.

(3) 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 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 Consultant in the performance of this agreement.

(4) In the event LFUCG 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 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. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT 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, AAND 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

CONSULTANT 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 CONSULTANT. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

a. 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 and a Products Liability endorsement unless they are deemed not to apply by LFUCG.

d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.

e. 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 LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

f. 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.

g. 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 CONSULTANT'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 CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT 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

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 LFUCG.

Verification of Coverage

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

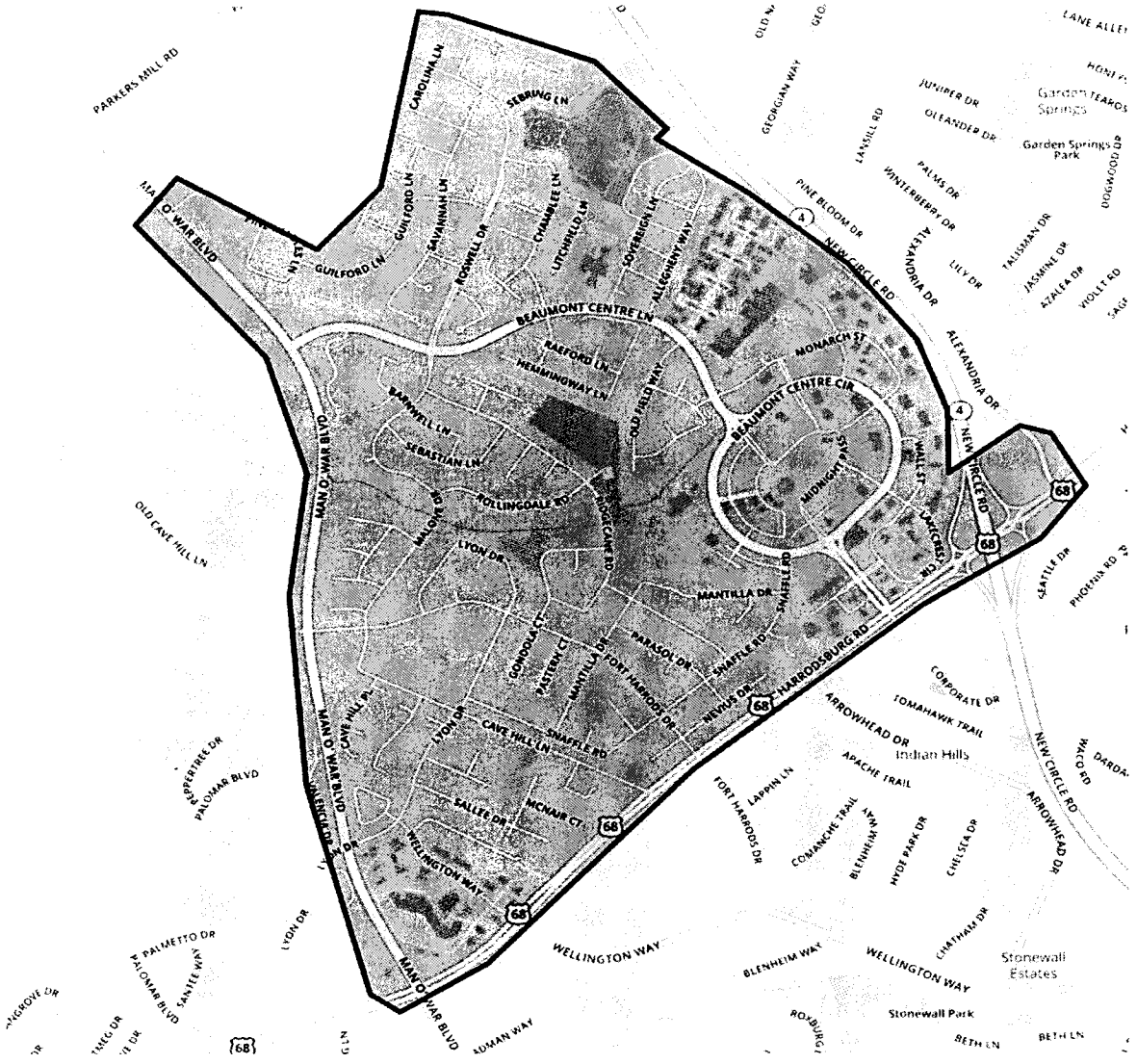
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR QUALIFICATIONS
RFQ #10-2016
BEAUMONT CENTRE - HARRODSBURG ROAD TRAFFIC OPERATIONS STUDY

Project Description:

The study area bounded by Man o' War Blvd., Harrodsburg Road (US 25), New Circle Road (KY 4), and south of Parkers Mill Road has been in some stage of development since the early 1990's. More recently, the commercial portion of Beaumont Center has been the most active area for new construction bringing with it, renewed attention to the level of traffic congestion within and along the arterials bounding the study area.

The study is to evaluate current traffic conditions and operations at key intersections within the highlighted area (Figure 1). This evaluation will identify particular areas of concern due to high volumes, hazards, lack of accessibility, and system wide or operational issues. Finally, the study will identify short-term (low cost) and long-term (higher cost) remedies for the identified deficiencies.

Figure 1: Area Map



The second portion of the study should include identifying sources of congestion, mobility issues and safety concerns. Once these "areas of concern" are identified, the consultant shall provide proposed short and long term solutions. These solutions may include simple, low-cost proposals such as traffic signal phase changes or striping changes; they may also include long-term higher cost capacity changes such as turn lane additions or widening projects. The project will require meeting with local stakeholders including, but not limited to:

- LFUCG Division of Traffic Engineering
- Lexington Area MPO
- Lexington-Fayette Urban County Government City Council
- KYTC District Seven

- Federal Highway Administration
- Neighborhood Associations (Including but not limited to Beaumont HOA, Beaumont townhomes HOA, Harrods Hill neighborhood Association, Harrodsview Neighborhood Association, Lexington Oaks Neighborhood Association, Cave Hill HOA, Quail Run HOA)
- Businesses Association Leaders Meeting (Including but not limited to Beaumont Business Associations and Palomar Business Association)

Scope of Services:

Task 1 – Data Collection and Research

There shall be pedestrian, cycle, vehicular and transit counts done on all collectors within the Beaumont Centre development to gauge current multi-modal usage. Peak hour counts shall include AM (6:30AM – (9:30AM) PM (4:00PM – 7:00PM) and weekend (2:00PM – 8:00PM Saturday) peak hour turning movement counts for all arterial intersections listed below:

- Beaumont Centre Pkwy @ Harrodsburg Rd
- Beaumont Centre Pkwy @ Fieldstone Way
- Beaumont Centre Pkwy @ Beaumont Centre Cir.
- Harrodsburg Rd @ Pasadena/Alexandria Dr
- Harrodsburg Rd @ Fort Harrods Dr.
- Harrodsburg Rd @ Wellington Way
- Harrodsburg Rd @ Man O War Blvd
- Harrodsburg Rd @ New Circle Rd.
- Man O War Blvd @ Lyon Dr
- Man O War Blvd @ Fort Harrods Dr
- Man O War Blvd @ Beaumont Centre Ln.
- Beaumont Centre Circle @ Monarch St
- Beaumont Centre Circle @ Lakecrest Cir
- Beaumont Centre Circle @ Snaffle Dr.
- Beaumont Centre Parkway @ Malone Dr
- Beaumont Centre Parkway @ Fieldstone Way
- Malone Dr @ Fort Harrods Dr.
- Old Field Way @ Beaumont Centre Circle
- Snaffle Dr. @ Ft. Harrods Dr.

Any existing traffic impact studies for future or current developments in the area are will be provided by LFUCG. This data along with currently available KYTC and LFUCG planning information and the Lexington Area MPO long range planning model will be utilized to develop a future traffic model with a 10-year horizon.

LFUCG will provide all available Synchro models for this study area to be used as the base for all modeling. GIS data will also be provided to the selected consultant. The GIS data provided will include:

- Parcel Polygons and Line Work
- Existing & proposed land uses
- Property Use Codes (PUC)
- Right-of-Way
- Utilities (Storm and Sanitary Sewer)
- Roadway Features
- Sidewalks
- Ownership

A land survey will not be a required task included within the scope of work. GIS and aerial imagery will suffice for conceptual drawings and cost estimating.

Task 2: Various Study Components

The selected consultant shall perform an origin-destination study for the Commercial area of Beaumont Centre. This analysis will be used to propose congestion mitigation programs that could potential reduce the number of trips generated to and from the Beaumont Centre area. The consultant shall also identify areas that could improve connectivity or access to and from the study area.

There shall be crash analysis performed on the major intersections within the entire study area (arterials, collectors) to calculate crash rates to be used as a guide for potential solutions. The analysis period shall cover the most recent three years of data for each intersection. Crash diagrams and map(s) for each of the intersections shall be provided based upon the crash reports provided by Police thru Traffic Engineering. Diagrams will depict crashes for the most recent 12 months.

There shall be a multi-modal study completed that examines pedestrian, bike and transit facilities both internal and adjacent to the Beaumont Centre development. The consultant shall also identify the utilization of current multi-modal facilities. The consultant will identify areas where connectivity and/or transportation facilities could be improved to better serve residential and commercial users within the study area.

LFUCG has established BlueTOAD devices along the Harrodsburg corridor that may be used to help analyze travel times, reliability and corridor speeds. There will be access to travel times dating back to January 2016.

The consultant shall conduct two public meetings in order to receive input from residents as well as those who work in or near the study area. A public engagement portion is essential to gain buy-in from the public as any future solutions are likely have an impact

upon the daily life of businesses and residents of Beaumont Centre and the Harrodsburg/MOW corridor.

Task 3 – Long Term and Short Term Solution Development

The consultant shall evaluate any potential solutions and identify their potential effectiveness. Where possible, the improvements proposed will be estimated in a stand-alone manner so that smaller individual projects may be built as funds allow. Safety, cost and capacity improvements will all be balanced to achieve the best engineering solution.

Task 4: Project Meetings

1. Project Kickoff – Meeting with LFUCG, KYTC, MPO and Council officials to discuss desirable outcomes, goals, project direction and limitations.
2. Public Meeting (x3) – Discuss community issues and goals. Discuss limitations the study area currently has and the potential study outcomes. Meetings will be with the Public in general, with Neighborhood Association Presidents and with Businesses Association Leaders.
3. Stakeholder Review – After data an analysis has been performed consultant will present results to public agency stakeholders and discuss potential solutions.
4. Presentation to Council/Public – The consultant shall give a final presentation of study findings and solutions to city council.

Task 5: Documentation.

There will be several project deliverables. Project deliverables will be delivered in both hardcopy and electronic formats. Eight hardcopies of the deliverables package will be provided to LFUCG Traffic Engineering office for distribution.

Project Deliverables

- Executive Summary
- Existing Condition Traffic Operations Analysis (Including current multi-modal utilization)
- Commercial Area Origin-Destination Results
- Crash Analysis and Map
- Queue Studies
- Future (10 Year) condition Traffic Operations Analysiss with and without recommended improvements
- Prioritized short-term project list and cost estimates
- Prioritized long-term project list and preliminary costs broken into Design, ROW, Utility and Construction phases.
- Project data in appendices

Selection Criteria

Respondents must be pre-qualified with Kentucky Transportation Cabinet (KYTC) in: Traffic Engineering Services, Transportation Corridor and Systems Planning, Traffic Data Collection and Pedestrian and Bicycle Facility Planning and Design to provide consultant traffic analysis and design services.

Selection criteria will be as follows:

(1) Specialized experience and technical competence of the person or firm (including a joint venture or association) with similar traffic analysis and design experience. (40 points)

(2) Capacity of the person or firm to perform the work, including any specialized services, within an anticipated 6-month period from the Notice to Proceed. (20 points)

(3) Familiarity with the details of the project. (15 points)

(4) Project approach and proposed procedures to accomplish scope of the project. (20 points)

(5) Degree of local employment to be provided by the person or firm. (5 points)

EXHIBIT B – RESPONSE OF STANTEC CONSULTING SERVICES INC. TO RFQ #10-2016

(59 PAGES)

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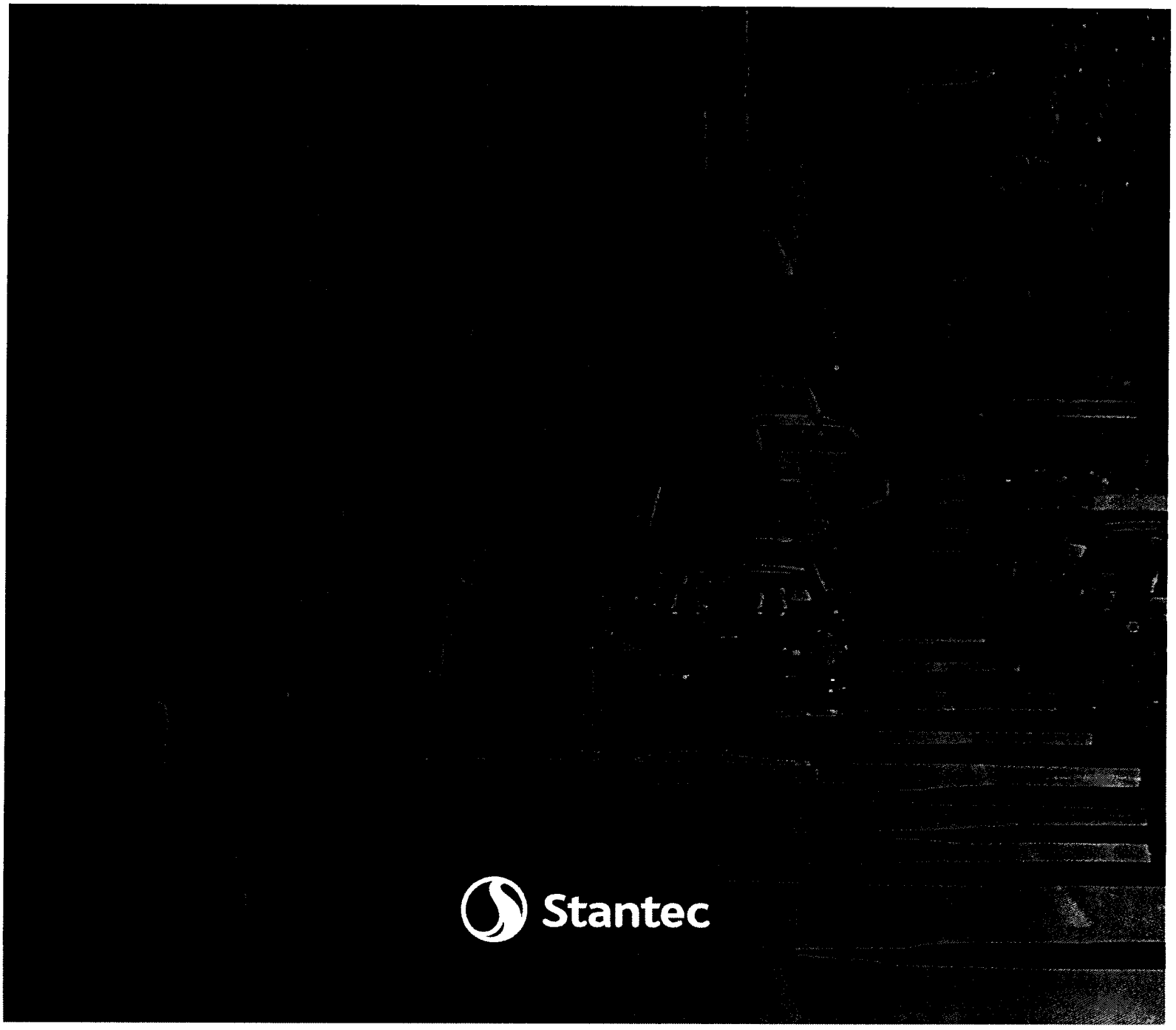
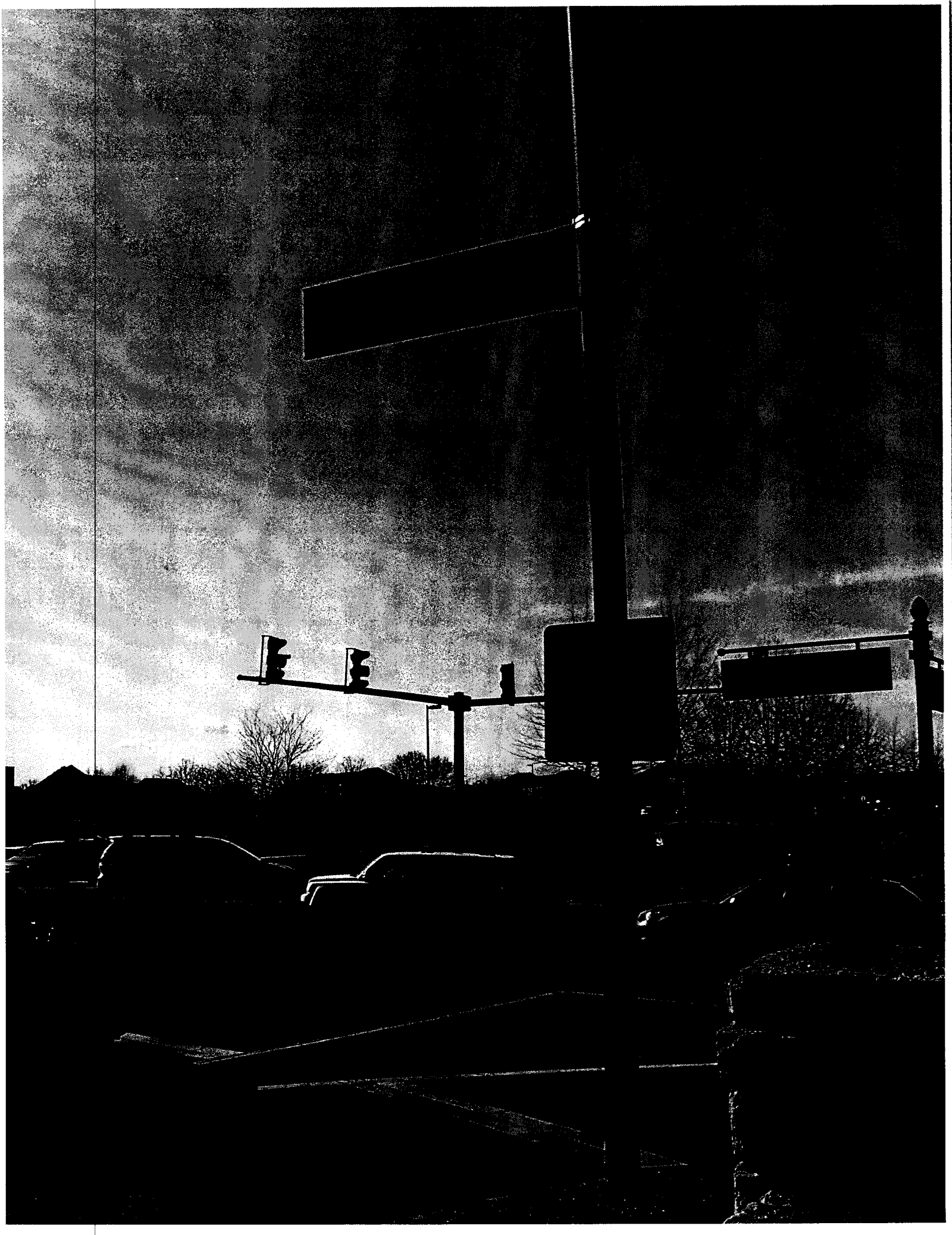
RFQ #10-2016 | Submitted to Lexington-Fayette Urban County Government | March 29, 2016

Beaumont Center-Harrodsburg Road Traffic Operations Study



Stantec



Stantec Consulting Services Inc.
400 East Vine Street Suite 300, Lexington KY 40507-1532

March 28, 2016

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

Reference: #10-2016 Beaumont Centre-Harrodsburg Road Traffic Operations Study

Dear Consultant Selection Committee,

Back in February, Beth Musgrave wrote an article for the *Lexington Herald-Leader* that perfectly captured the variety of issues that plague the Beaumont Centre. Her article made it clear that there are complex problems to solve because we have to balance the positive aspects of growth (like access to more amenities) against the negative aspects of growth (namely traffic congestion). We at Stantec are no strangers to solving complex problems, especially in this part of town. After all, as part of a project originally intended to *widen* Harrodsburg Road, we ultimately recommended that the interchange with New Circle be redesigned instead. After evaluating several options, we found that the double crossover diamond (DCD) interchange currently in use today would be the best performing option. The first of its kind in the state, this DCD achieved the major project goal of reducing congestion at a lower construction cost than other options we explored. Since the DCD opened to traffic in 2011, congestion along this part of Harrodsburg Road has reduced considerably and there are fewer crashes in the project vicinity.

While it's easier to travel *through* this part of Harrodsburg Road today, traveling *to it* from within the Beaumont Centre remains a challenge. Fortunately, we can build upon the work that we did to complete the interchange project to examine options for Beaumont Centre. For example, we already have a simulation model of this project area that includes the DCD, Man o' War Boulevard, and New Circle Road—we just have to enhance it so we can start exploring combinations of short-term and long-term solutions.

The following proposal will walk you through how we meet your selection criteria and show you that as the largest engineering employer in Lexington, we offer more local-based experience than any other consultant firm. In fact, as Ms. Musgrave's article noted, Stantec is about to move to the Beaumont Centre this fall, so we have as much at stake in the success of this project as LFUCG does. I also know how important it is to you that this project is undertaken speedily and my team's work on short turnaround assignments for the KYTC Statewide Planning contract certainly demonstrates our ability to lead projects with aggressive schedules. We've also teamed with Cummins Consulting Services and Abbie Jones Consulting, which further enhances our workforce capacity.

We have reviewed your proposed RFQ terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you. We can't wait to get to work on this challenging project.

Respectfully yours,

STANTEC CONSULTING SERVICES INC.

J. Thomas Creasey

Tom Creasey, PE, PhD
Project Manager
Phone: (859) 422-1861
Tom.Creasey@stantec.com

What's Inside

Planning for the future is important to sustaining community growth. That's why accurate traffic analyses are an important component of determining what is needed and how much. With multi-million dollar decisions at stake, you need to be confident in your analyses. We've proven our expertise in this area on several projects, including several within LFUCG boundaries.

The following pages highlight how we study and evaluate project areas to develop feasible solutions to improve traffic congestion. As you'll see, we have a significant amount of traffic analysis experience in Lexington and in other US cities.

Stantec Team's KYTC Prequalifications

Of the 14 firms who hold all of the prequalifications required for this contract, Stantec and just two other firms have offices in Lexington, Kentucky. Additionally, our subconsultants Cummins Consulting and Abbie Jones Consulting are based in Lexington. The table below summarizes our team's KYTC prequalifications.

"We were delighted to have practical and affordable solutions formulated for some of our high crash areas, as well as some thought-provoking solutions for arterial pinch points. (Stantec's) work will provide a solid basis for programming future improvements in Lexington."

Robert Bayert, former Engineering Section Manager for LFUCG, speaking of our work on the Lexington Congestion Management Study

KYTC Prequalification Summary

Team Member Firms	Required KYTC Prequalifications					
	Traffic Engineering	Corridor & Systems Planning	Traffic Data Collection	Pedestrian & Bicycle Facility Planning & Design	Traffic Forecasting	Traffic Simulation Modeling
Stantec Consulting Services Inc.	✓	✓	✓	✓	✓	✓
Cummins Consulting PLLC			✓			
Abbie Jones Consulting (DBE)			✓	✓		

In addition to the prequalification areas shown above, Stantec is also prequalified in Urban Roadway Design. This enables our team to identify potential design improvements and accurately assess implementation costs to aid in determining their feasibility.

US 68 (Harrodsburg Road) Widening — DCD with New Circle

Lexington, Kentucky

Client:	KYTC District 7
Dates:	Completed in 2011
Key Staff:	Brian Aldridge Jason Bricker Tom Creasey

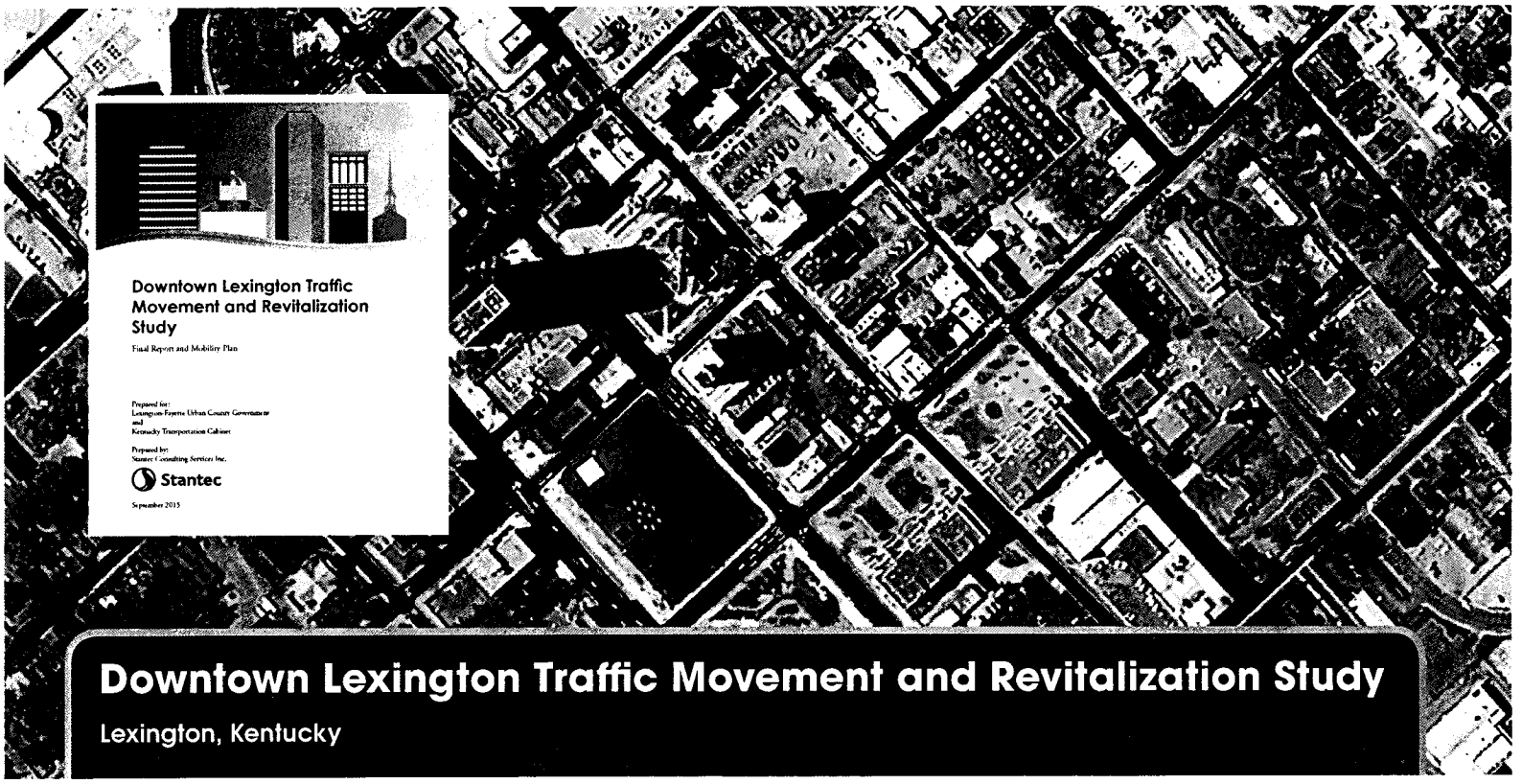
The project became the first DCD (Double Crossover Diamond) in Kentucky, and encompassed a portion of Harrodsburg Road and its interchange with KY 4 (New Circle Road). Currently more than 40,000 vehicles travel this section of Harrodsburg Road daily but that number could increase to 50,000 by the year 2030 due to commercial growth along the roadway.
Stantec was responsible for preliminary and final roadway design, traffic analysis, and public/stakeholder outreach on the project, which included a double crossover diamond (DCD) interchange. Additionally, Stantec was responsible for high mast lighting design for the interchange and surface street lighting design on Harrodsburg Road. Signal design for the DCD was provided at both crossovers and ramps, the intersections of Harrodsburg Road with Pasadena/Alexandria Drive, and Corporate Drive/Beaumont Centre Parkway.

The existing roadway had two through lanes and single left turn lanes at the New Circle interchange. The project was physically constrained by the existing right-of-way and the New Circle Road Bridge. A detailed traffic analysis determined the best widening solution possible given the constraints. Two initial options for widening the roadway were to add an additional through lane in both directions on Harrodsburg Road or add another left turn lane to service the traffic entering New Circle Road. Stantec chose to convert the conventional diamond interchange to a DCD, which was shown to significantly increase capacity, reduce congestion and improve safety.

Shared use paths were added to the project along both sides of the roadway because this particular section of Harrodsburg Road was not bicycle pedestrian friendly. Portions of the roadway had sidewalks on one side, but there was no pedestrian access within the limits of the interchange. One of the goals on this project was to provide a safe bicycle and pedestrian pathway through the interchange and seamless access to the other non-motorized facilities, all accomplished as part of the DCD design. Former LFUCG Councilman Doug Martin referred to this project as "a significant step in connecting Lexington's expanding bicycle and pedestrian network."

Similarities to This Project

- Innovative design
- Traffic modeling
- Congestion management
- Public involvement



Downtown Lexington Traffic Movement and Revitalization Study

Lexington, Kentucky

Client:	LFUCG
Dates:	Completed in September 2015
Key Staff:	Tom Creasey Mark Butler Ashley Williamson

Stantec led this multi-modal transportation study to evaluate the impacts of converting Lexington's downtown one-way streets to two-way.

The city has a compact downtown core and a radial street system within which major arterial routes pass through the center of town. Currently there are four one-way pairs that facilitate travel within and through the downtown area.

The study involved the integration of microscopic traffic simulation models and the regional travel demand model to assess the impacts of potential conversion, to identify changes in travel patterns that may result, and to assist in the development of mitigation measures.

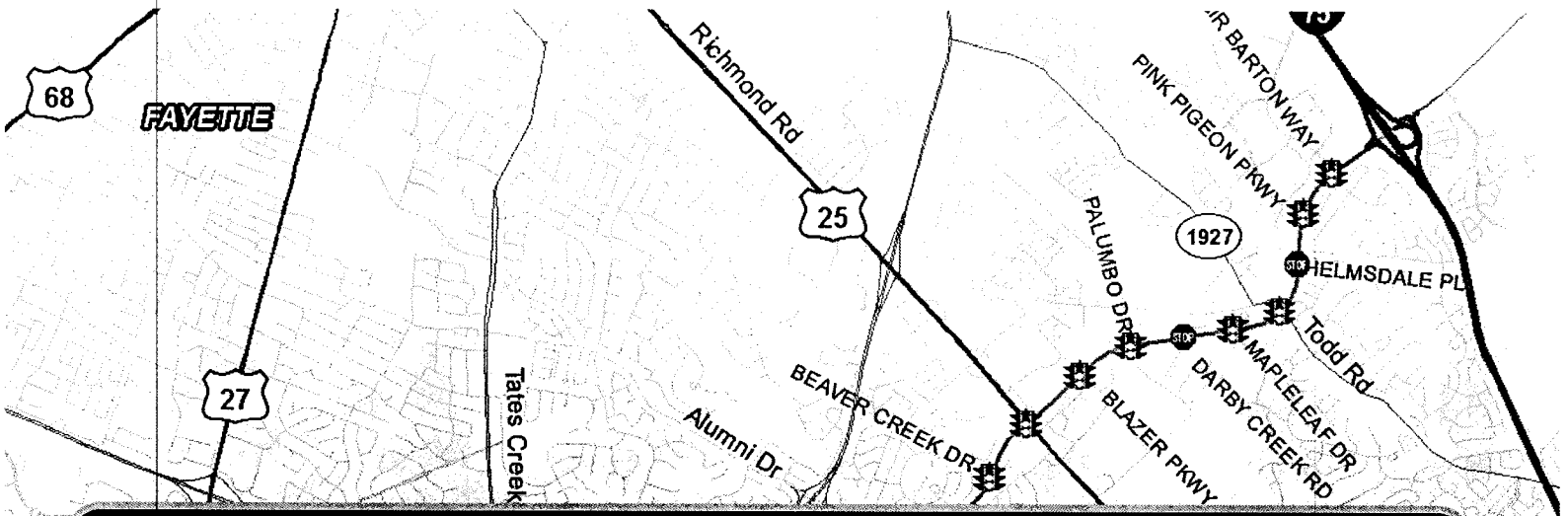
The project included a Complete Streets component. A Multi-modal Level of Service analysis was performed to assess the impacts of potential conversions on the various modes of travel within the urban street corridors. Methods prescribed in the *2010 Highway Capacity Manual* were employed. The project included an eclipsing analysis that was conducted in which the increased exposure to drive-by traffic for businesses was quantified.

There was a multi-layered public involvement component to this project, which included interaction with a project steering committee, stakeholders, the Lexington-Fayette Urban County Council, the Lexington Area Metropolitan Planning Organization, Kentucky Transportation Cabinet, and the general public.

Information compiled during the study was presented to decision makers, who will determine which streets are to be converted to two-way. Based on those decisions, Stantec will develop a recommended multi-modal transportation plan to accommodate those changes and mitigate the impacts.

Similarities to This Project

- Multi-modal transportation planning
- Traffic modeling
- Public involvement
- Congestion management



Community-Wide Congestion Management Study

Fayette and Jessamine Counties, Kentucky

Client:	LFUCG
Dates:	Completed in 2007
Key Staff:	Tom Creasey Brian Aldridge

Stantec updated the Lexington-Fayette Urban County Government's (LFUCG) 2004 Congestion Management Study, focusing on findings and recommendations. The updated study included seven routes that were not addressed in the 2004 study. Stantec also conducted a comprehensive analysis of Man o' War Boulevard from I-75 to Nicholasville Road. Results and recommendations from the Man o' War Boulevard Study were incorporated into the overall 2006 Community-wide Congestion Management Study.

Man o' War Study

Stantec performed a detailed study of Man o' War Boulevard from I-75 to Nicholasville Road. The purpose of the study was to identify and evaluate the feasibility of congestion mitigation measures that could be implemented. A traffic simulation model was developed for the study section of Man o' War Boulevard as well as relevant segments of key cross streets. The simulation model was used to provide detailed measures of performance for the existing system and to evaluate the effectiveness of proposed congestion mitigation projects and strategies.

Congestion Management Study

The 2004 study resulted in a list of recommended congestion management improvements for the most severely congested arterials. The recommendations were designed to complement congestion management projects already in the Metropolitan Planning Organization's Transportation Improvement Program (TIP). Twenty-five projects were recommended for implementation based on the findings from the study.

Stantec provided updates to the following routes:

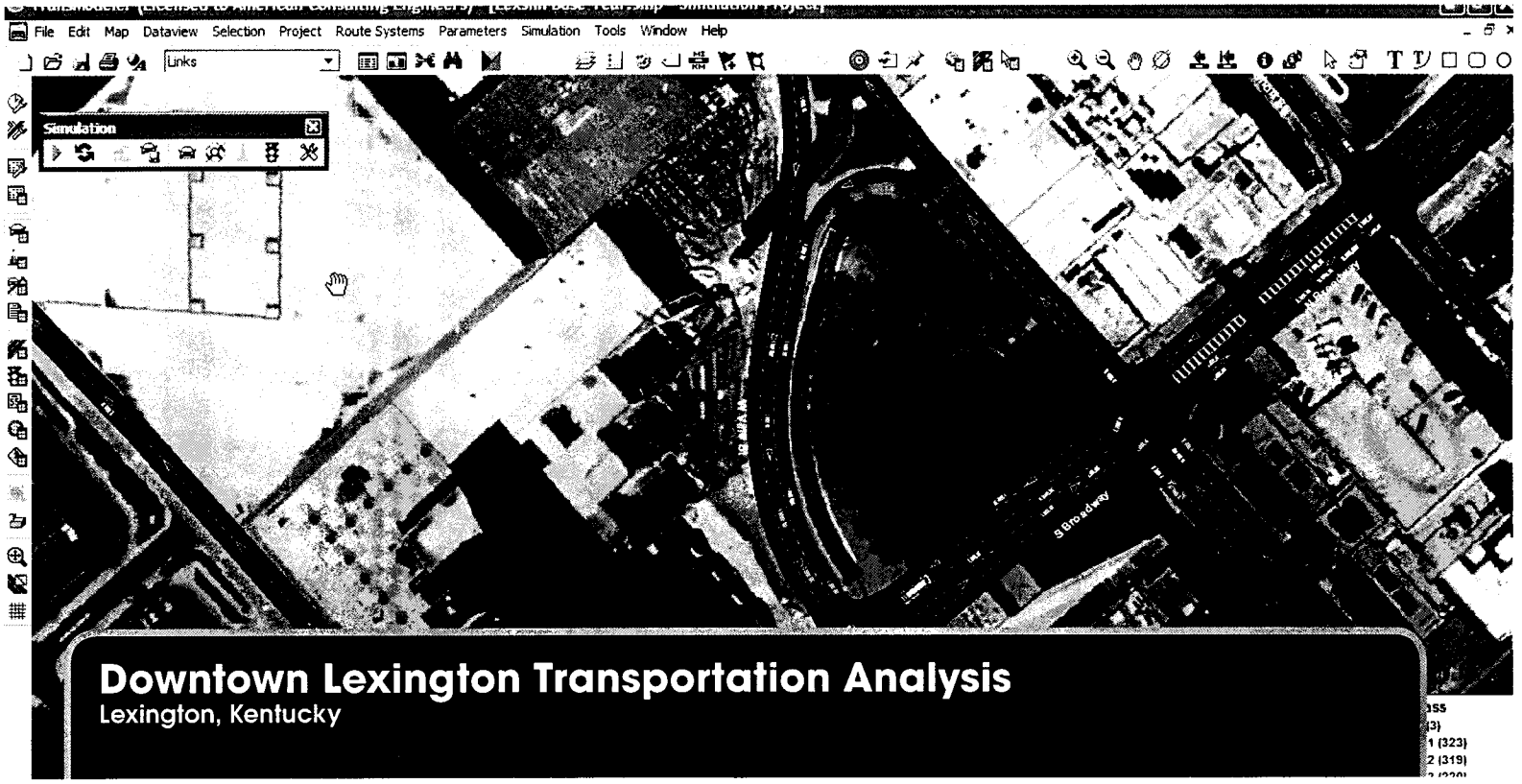
- US 60/Winchester Road (Third Street to Man o' War Boulevard)
- Man o' War Boulevard (Versailles Road to Winchester Road)
- US 27/US 68/North Broadway (Main Street to I-64/I-75)
- US 68/South Broadway/Harrodsburg Road (Main Street to KY 29 in Jessamine County)
- US 27/South Limestone/Nicholasville Road (Scott Street to US 27 Bypass in Jessamine County)
- KY 1974/High Street/Tates Creek Road (Fontaine Road to Man o' War Boulevard)
- KY 922/Newtown Pike (Main Street to I-64/I-75)

The following routes were also included in the 2006 update:

- US 27/North Limestone (Sixth Street to New Circle Road)
- US 25/US 421 Richmond Road (Old Richmond Road to Man o' War Boulevard)
- US 421/Leestown Road (Forbes Road to Masterson Station Park)
- KY 353/Russell Cave Road (New Circle Road to Winburn Drive)
- US 60/Versailles Road (West High Street to Man o' War Boulevard)
- US 25/Georgetown Road (Newtown Pike to Spurr Road)
- Alumni Drive (Nicholasville Road to Man o' War Boulevard)

Similarities to This Project

- Multi-modal transportation planning
- Traffic modeling
- Public involvement
- Congestion management



Downtown Lexington Transportation Analysis

Lexington, Kentucky

Client:	Lexington Downtown Development Authority
Dates:	Completed in 2007
Key Staff:	Tom Creasey Brian Aldridge

Lexington adopted a Downtown Master Plan in 2007 as a guide to shape the future of the city's nucleus. Stantec conducted a companion study to the Master Plan that addressed the issue of converting one-way streets to two-way flow. This study was an important precursor to the Downtown Lexington Traffic Movement & Revitalization Study from Stantec.

The Lexington Downtown Development Authority chose Stantec to perform a transportation study of downtown Lexington and develop a transportation plan that would be integrated into the recent master plan. The Authority's master plan outlined specific strategies and recommendations for future land use, transportation and parking development, site-specific recommendations, development incentives, and new management approaches in downtown Lexington. An important goal was to create a plan to enable a smooth transition and integration with the University of Kentucky and the area between downtown and the university.

Our team worked closely with the nationally recognized master plan developer and identified traffic impacts associated with planned land use changes in the downtown area. We used the Lexington Area Travel Demand Model (in combination with microsimulation models developed) to produce detailed performance measures that provided input to the decision-making process.

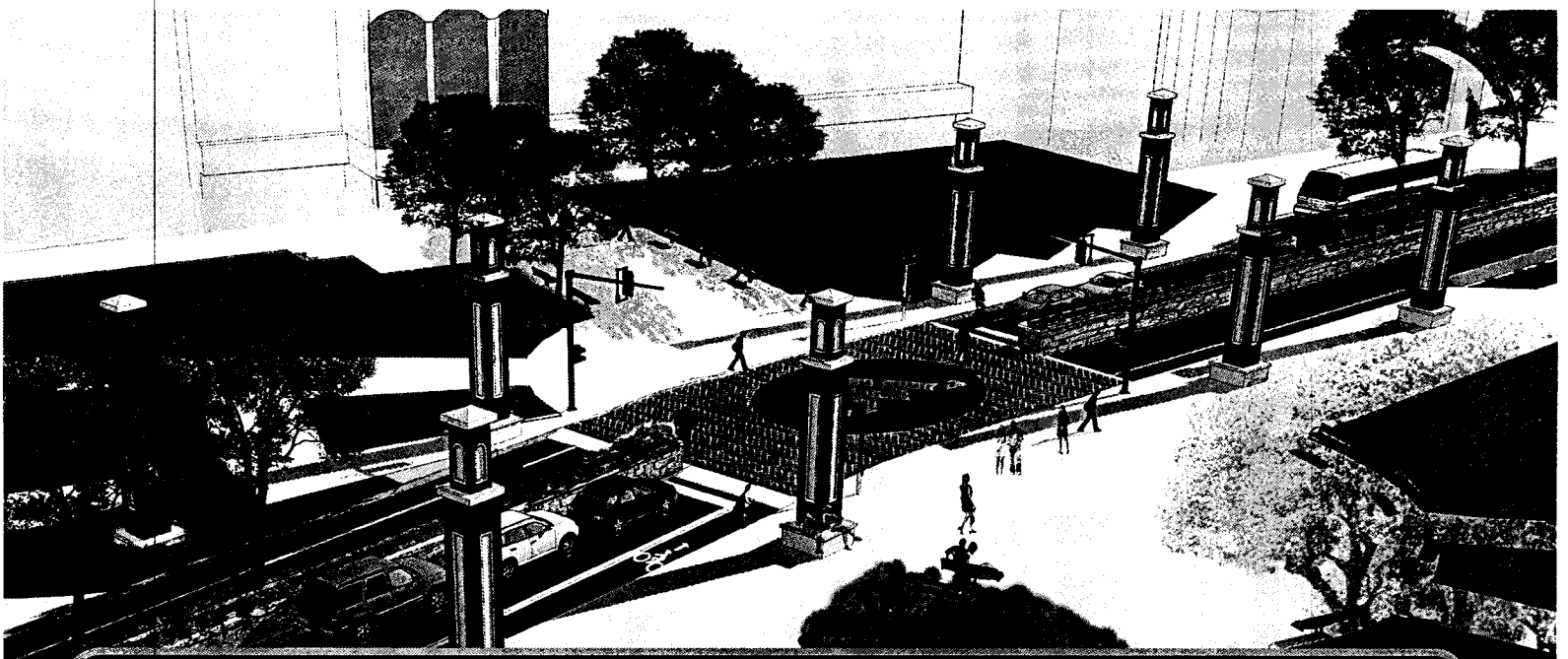
We created a sub-area model for downtown Lexington based on the MPO's regional travel demand model. We used that to create peak period travel demand forecasts as input to a downtown traffic simulation model, and applied the regional model to quantify the change in travel patterns with the Newtown Pike Extension. Stantec used an integrated suite of tools (TransCAD Travel Demand Model/TransModeler Traffic Simulation Model) and we developed a process to create the interface between the two models. Our team used the traffic simulation model to identify deficiencies in the downtown system and evaluate the impacts associated with converting Lexington's downtown streets from one-way to two-way operation.

(Stantec's) insight on existing conditions and then their ability to apply today's conditions to a forecast for the future has been very successful for us.

-Harold Tate, former Executive Director, Lexington Downtown Development Authority

Similarities to This Project

- Multi-modal transportation planning
- Traffic modeling
- Public involvement
- Congestion management



University Avenue Complete Streets Improvement Plan

Morgantown, West Virginia

Client:	Morgantown Monongalia MPO
Date:	Ongoing
Key Staff:	Brian Aldridge Mike Rutkowski Scott Lane

A fusion of various disciplines was required on this complex Complete Streets project in Morgantown, West Virginia.

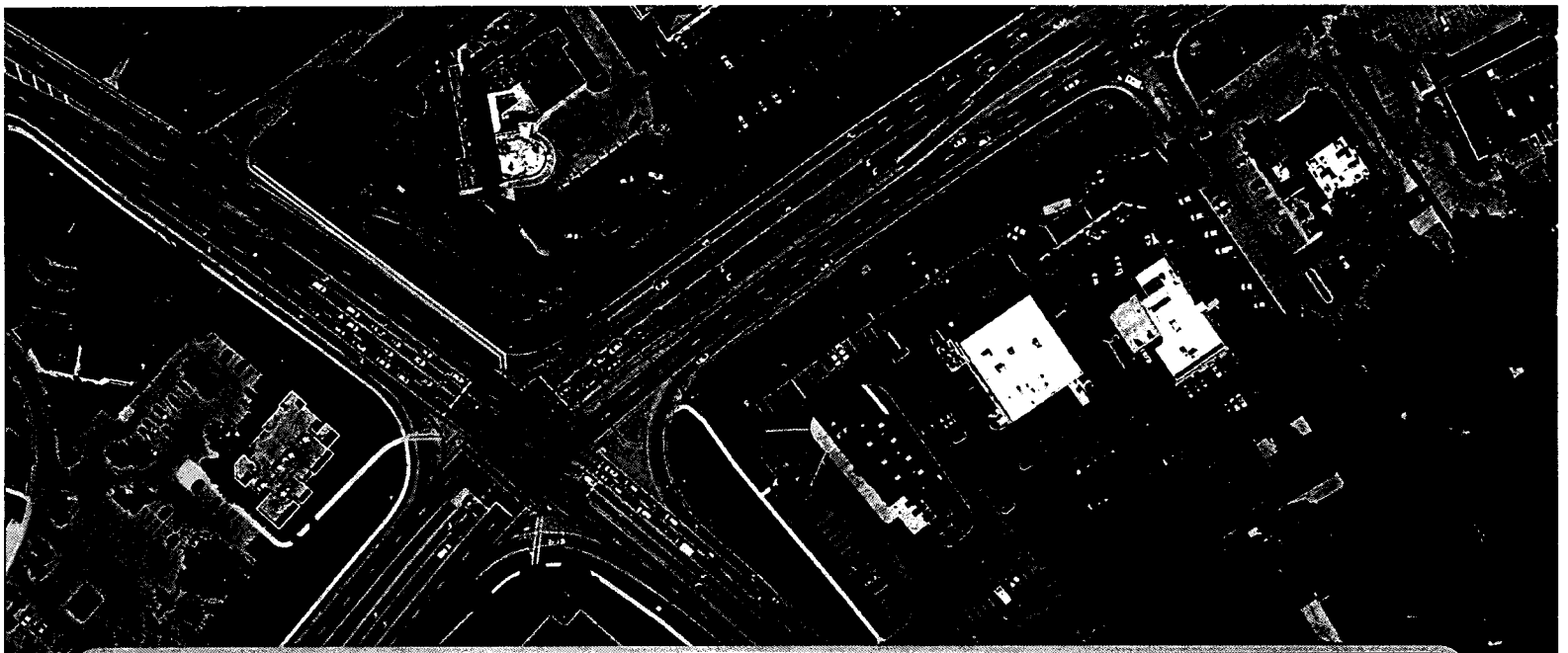
Ranging from neighborhood arterial to major commercial corridor to campus gateway, University Avenue provided a series of challenges with regard to operations, safety, multi-modal transportation, and development potential. Stantec's deliverables for this project included a comprehensive vision for this corridor in the form of a final report, traffic operations and safety document, implementation strategy, scenario planning report, and comprehensive corridor plan.

In such a complex corridor, with a university, three neighborhoods, and a commercial district, reaching out to the public was an important component of this project. Using innovative tools, such as CityZen, a social media outreach tool, traditional websites, MindMixer, project symposia, and a Steering Committee, Stantec was able to reach a large number of crucial stakeholders to achieve the public buy-in that was so important for the success of this plan.

Stantec also conducted an operational analysis, evaluating both pedestrian/bicycle flows as well as automobile mobility. Using tools such as Quality/Level of Service (QLOS), a Florida DOT tool focused on evaluating the pedestrian/bicycle/transit environment, performing a lighting study, undertaking travel time measurements, evaluating current development with CommunityViz, as well as conducting further travel counts and assessing conditions using TransCAD, a refined sense of the current conditions on the corridor was achieved. With this background information, Stantec was able to comprehensively analyze conditions and create a future corridor plan.

Similarities to This Project

- Multi-modal transportation planning
- Traffic modeling
- Public involvement
- Innovative design



Hurstbourne Lane and Taylorsville Road Intersection Safety Improvement Study Louisville, Kentucky

Client:	KYTC
Dates:	Ongoing project
Key Staff:	Dan O'Dea Tony Lewis Mark Butler Ashley Williamson

The purpose of this study with the Kentucky Department of Highways, Division of Traffic Operations was to improve safety at the intersection of Hurstbourne Parkway (KY 1747) and Taylorsville Road (KY 155) in Louisville, Kentucky. Maintaining traffic flow and capacity of this and adjacent intersections was a secondary objective. The intersection of these two arterials had been the scene of 447 crashes over a three year period. Pedestrian, bicycle, and transit accommodations at the intersection were also evaluated. Stantec's deliverable for this project is a final report including comprehensive accident analysis, traffic simulation models, cost estimates for selected alternatives, and recommended implementation strategy.

After collection and evaluation of traffic volumes and crash data, Stantec developed a range of safety improvement concepts. The concepts ranged from low-cost improvements to minor intersection reconfiguration.

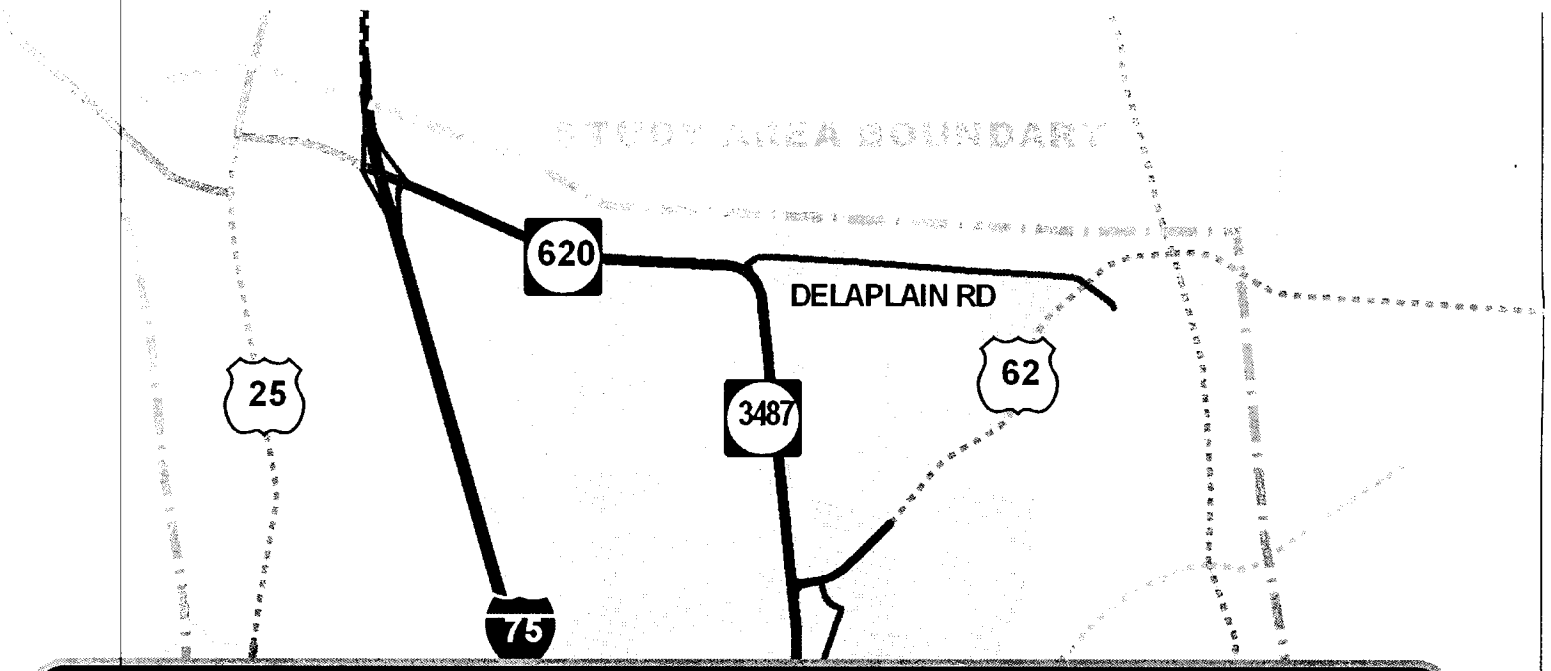
Stantec brought law enforcement officers together with local and state agency representatives to discuss the safety improvement concepts. After review of each of the concepts, a consensus was reached on three alternatives to be targeted for more detailed evaluation.

Stantec is developing simulation models, cost estimates, and implementation strategies for each of the alternatives. The traffic simulation models are being developed to evaluate the operational impacts of the alternatives on capacity. The final report with the cost estimates and implementation strategies will be the basis for measurable safety improvement projects for the intersection.

Ultimately, Stantec will provide an all-inclusive analysis, recommendations, and implementation strategy, supported by the state and local engineering experts, and local law enforcement.

Similarities to This Project

- Traffic safety
- Traffic modeling



Northeast Georgetown Traffic Study

Georgetown, Kentucky

Georgetown/Scott County Planning Commission

Completed in September 2009

Tom Creasey
Brian Aldridge

The Northeast Georgetown Traffic Study was conducted through a collaborative effort among the Georgetown-Scott County Planning Commission, City of Georgetown, Scott County Fiscal Court, and the Kentucky Transportation Cabinet. The study addressed current and future traffic congestion and safety issues, but it also provided a foundation and framework for several mechanisms that will empower the City and County to proactively address future demands and challenges.

A number of deficiencies in the study area transportation system were identified, including:

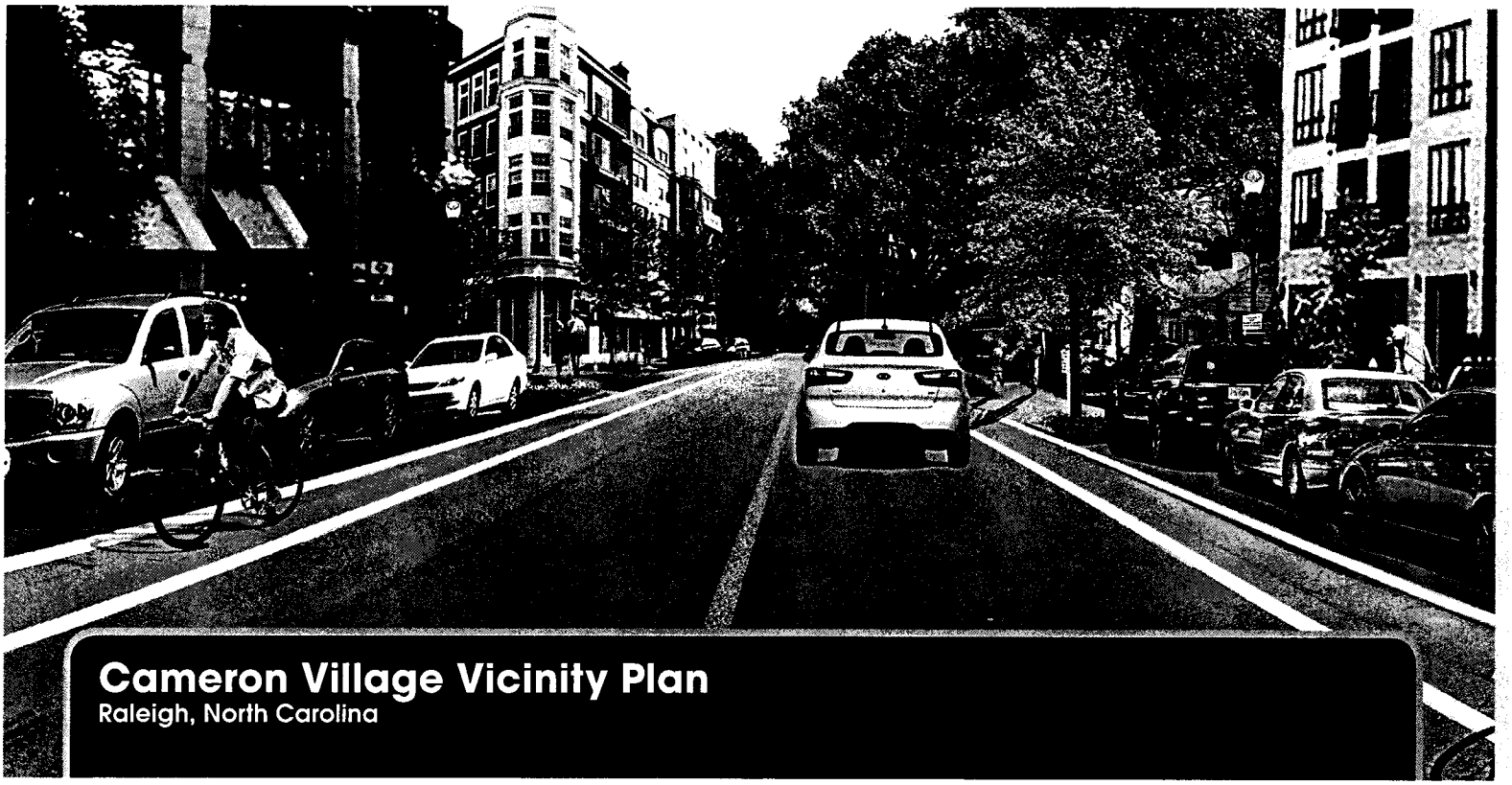
- Traffic congestion
- Insufficient roadway capacity
- Lack of mobility
- Limited accessibility
- Access corner clearance violations
- Sight distance restrictions
- Poor visibility and conspicuity
- Poor access management

A Short-Term Improvement Plan was developed to provide a list of recommended actions that are relatively low-cost, easily implemented, and will have a high impact in terms of safety and reduced congestion. An Access Management Plan was developed as an element of the study to provide a framework for improving safety and mobility through access management. Finally, a Long-Range Transportation Plan was developed to: 1) improve mobility, reduce congestion, and improve safety within the study area; and 2) complement future land use and accommodate future travel demand.

Several other planning tools were developed for use by the Planning Commission, City and/or County. The county-wide travel demand model was updated for use in the study. Additionally, a traffic simulation model of the Northeast Georgetown Traffic Study Area was developed. Finally, new traffic impact study guidelines and procedures were developed for consideration by the Georgetown-Scott County Planning Commission

Similarities to This Project

- Traffic modeling
- Traffic safety
- Congestion management
- Public involvement



Cameron Village Vicinity Plan

Raleigh, North Carolina

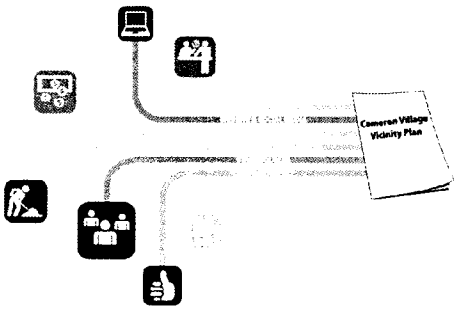
[illegible]	City of Raleigh, North Carolina
[illegible]	Completed in March 2015
[illegible]	Mike Rutkowski Scott Lane

An excellent example of Stantec's Complete Streets and traffic calming project portfolio is the Cameron Village Vicinity Plan. Cameron Village is a vibrant commercial center surrounded by eclectic single-family neighborhoods, high-density developments, and office properties located just north of NC State University. This plan provided a vision for multi-modal transportation for the area, while also creating a coherent character and unique identity in Cameron Village and surrounding neighborhoods.

In order to accomplish the goals for this project, especially for transportation, an extensive analysis of existing market conditions as well as conditions on the ground was undertaken. Stantec worked with local neighborhood communities to evaluate the effects of traffic diversion, cut-through and speeding along their neighborhood streets. As a result, several physical features were developed to help traffic calm community streets. Both passive and active treatments were applied including on-street parking, bulbouts, median islands, street trees, lighting and intersection treatments to increase the visibility of bicyclists and pedestrians. Other key elements of the study included examination of traffic, street hierarchy, multi-modal amenities, and transit, as well as an evaluation of market conditions and redevelopment opportunities (Scenario Planning using Community Viz software).

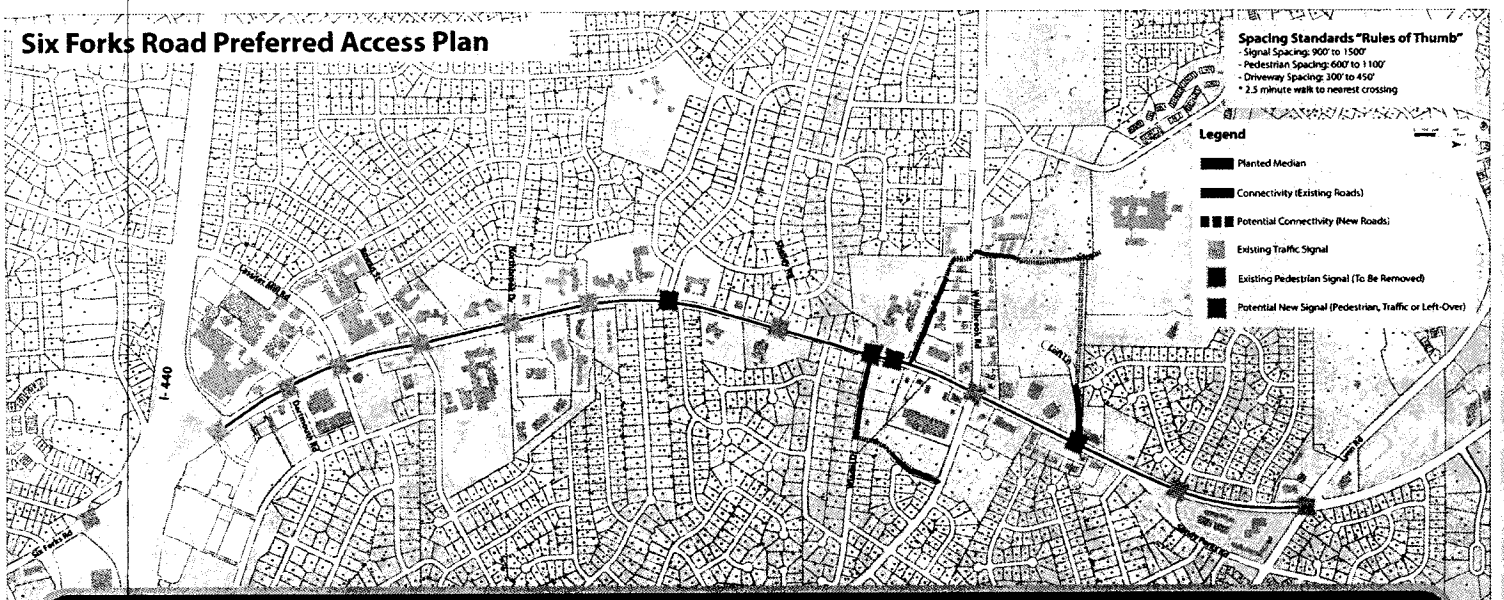
With an idea of the opportunities and constraints, we initiated our public outreach process, focusing on stakeholder interviews, public workshops, and meetings with an oversight group, to develop alternative proposals guiding the area's redevelopment.

Overall, this project focused on creating an attractive and welcoming environment for people using any mode of transportation. Stantec's final product will include innovative transportation solutions with a focus on traffic calming, safely accommodating visitors and residents, reducing the environmental impact, and using tailored transportation solutions in the urban environment.



Similarities to This Project

- Multi-modal transportation planning
- Traffic calming
- Innovative design
- Public involvement



Six Forks Road Corridor Study

Raleigh, North Carolina

Client: Urban Design Center (prime consultant)

Dates: Completed in January 2015

Stantec Staff: Mike Rutkowski
Scott Lane

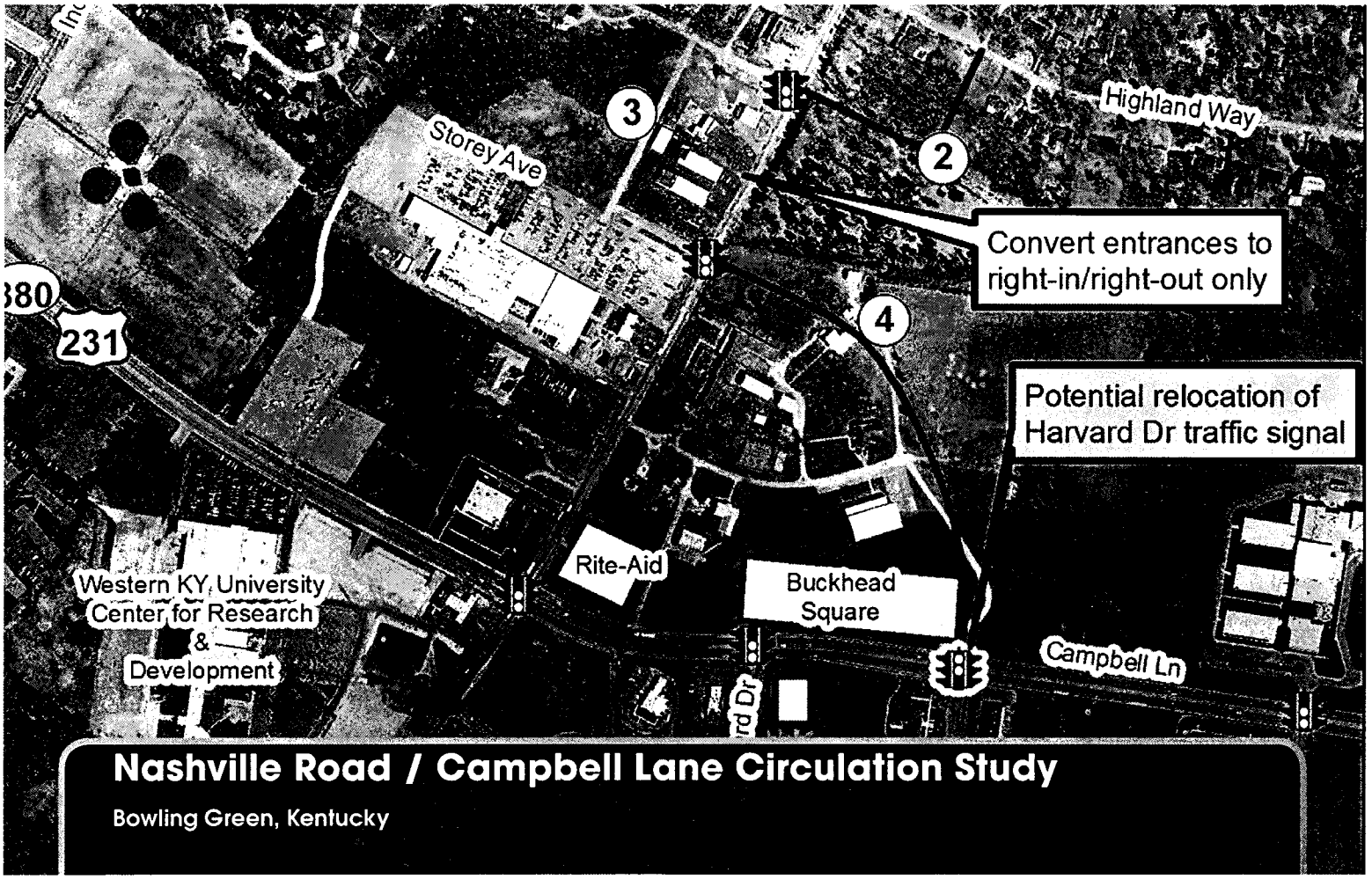
Stantec conducted a Complete Streets and Streetscape Corridor Plan for Six Forks Road between I-440 and Lynn Road in Raleigh, NC. This Plan includes strategies for improving pedestrian safety and movement; incorporates place-making opportunities, sustainability, and multi-modal transportation connectivity; and includes an innovative approach to transportation planning for the most dynamically changing corridor in a fast-growing city. Ensuring that any solution is implementable within current budget constraints was fundamental to the success of this project.

Six Forks Road, a major thoroughfare providing access to numerous neighborhoods and retail amenities, is an important north-south corridor and is identified as the "Main Street of Midtown Raleigh". With substantial traffic volumes, our plan focuses not only on improving access and mobility for vehicles, but also for pedestrians, bicyclists, and transit users. To accomplish this task, we employed innovative design solutions in access management, alternative intersection improvements, and spot safety measures that respect a diversity of context and travelers.

Other crucial components of this project are place-making and land-use planning alternatives. In conjunction with our consultant partners at Design Workshop, Stantec married elements of high-quality public space design and land use forecasting with functional traffic modeling and facility design to create a holistic solution that meets the City of Raleigh's and the community's vision for the area. This solution is also palatable from a cost standpoint and represents a vision grounded in budget and constructibility realities. Analytical tools that supported our alternatives analysis included VISSIM, Synchro, and MicroStation, among others. The final product of this study is a cohesive plan that supports all modes of transportation and enhances the sense of place for the corridor.

Similarities to This Project

- Multi-modal transportation planning
- Traffic safety
- Innovative design
- Public involvement



Bowling Green / Warren County Metropolitan Planning Organization

Completed in September 2015

Tom Creasey
Brian Aldridge

Stantec conducted a circulation study that focused on the transportation system surrounding the intersection of Nashville Road (US 31W) and Campbell Lane (US 231) in Bowling Green.

Nashville Road and Campbell Lane are two primary transportation arterials for Bowling Green, with Campbell Lane serving as part of the inner urban loop and Nashville Road connecting downtown Bowling Green and Western Kentucky University to the William H. Natcher Parkway. The City of Bowling Green has invested in the local transportation system over the years by developing connector roadways to serve commercial areas, enhance transit opportunities, and extend bicycle and pedestrian connections in the area. The Kentucky Transportation Cabinet began widening US 31W in 2007. In spite of completed and planned projects that will improve the overall transportation system, there remain problem areas that must be addressed to prevent future deterioration of the area's roadways.

The Nashville Road-Campbell Lane Circulation Study was undertaken to identify solutions to make sure that safety and mobility in the area are maintained in the future. The study was needed because traffic and congestion have increased steadily over the years, and access management issues are contributing to ever-worsening traffic conditions. Over 500 crashes were reported on the study segments of Nashville Road and Campbell Lane between 2004 and 2006, and the vast majority of those crashes can be attributed to congestion or access management issues.

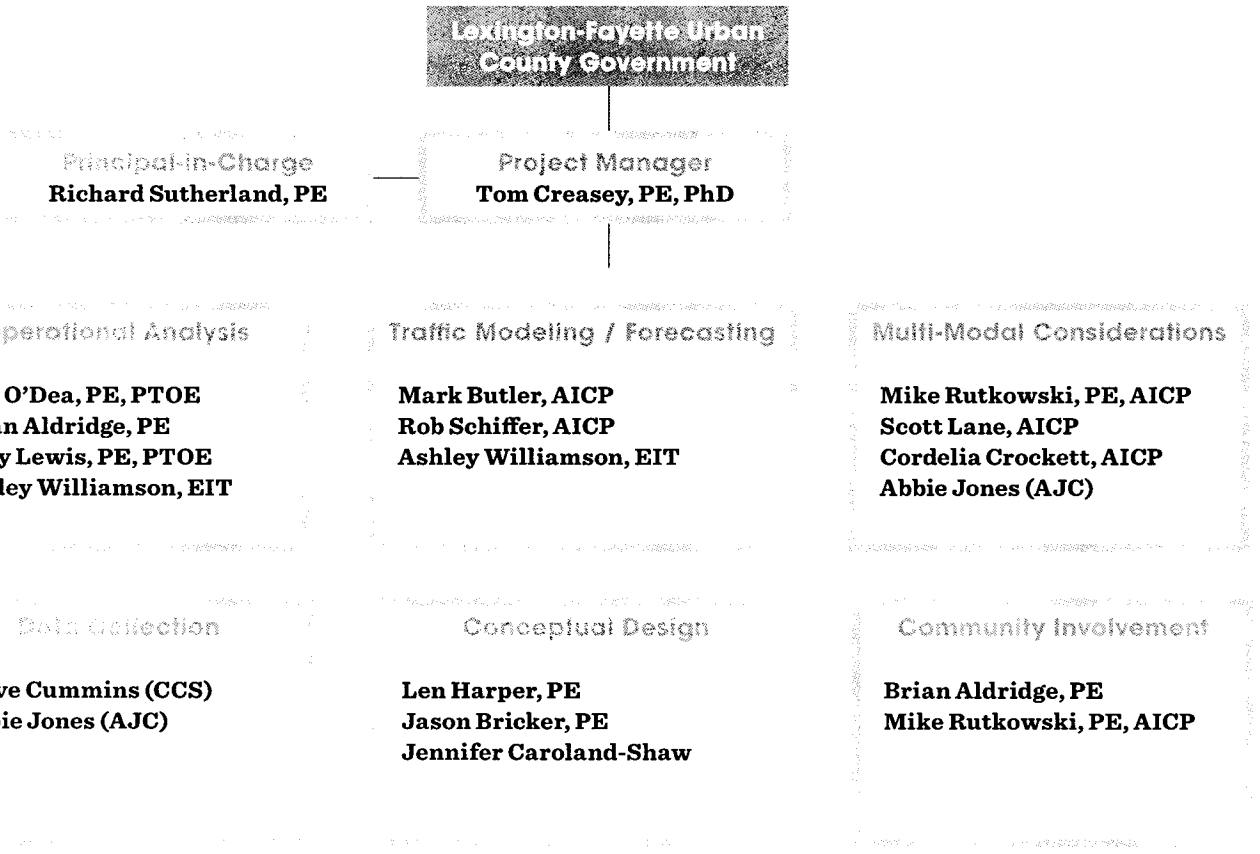
The study sought feasible strategies to more effectively manage traffic within the area in order to improve efficiency and safety. Through a collaborative effort with the public, local government agencies, and the business community, strategies were developed to enhance mobility in a safe and responsible manner.

Similarities to This Project

- Congestion management
- Traffic modeling
- Public involvement

[illegible] of the project team to perform the work, including [illegible] services, within an anticipated [illegible] from the Notice to Proceed

The organizational chart below outlines the key services our team will provide for this contract and who will be responsible for leading these tasks. We have assigned more than one individual to each key task, which enhances our capacity and helps us continually provide adequate staffing throughout the life of the project. The individuals on this team were selected based on their expertise in key areas and for their proven performance on similar traffic analysis projects in Lexington and throughout the US. As you'll read on the following pages, each member of our team has experience leading projects with aggressive schedules. Additionally, Stantec recently completed our only other active LFUCG traffic project, so we will be able to focus our full attention on the Beaumont Centre-Harrodsburg Road Traffic Operations Study.



CCS = Cummins Consulting Services
AJC = Abbie Jones Consulting

Abbie Jones Consulting is a certified DBE firm. We intend to meet this contracts 10% DBE goal by having AJC perform traffic data collection (counts) and to support multi-modal design considerations (specifically bike/ped).

Resumes for the key staff indicated above begin on the following page.

Tom Creasey PhD, PE

Project Manager

Relevant Registration
PE #16684, Kentucky

Education
PhD, MS & BS, Civil Engineering, University of Kentucky

"I was charged with managing a small grant we had received in 2008 to develop a 'traffic calming' plan for our neighborhood. We turned to (Stantec) to help us. The process was inclusive, to the point, and provided a template with which we gained support for traffic control devices (...) that will make significant contributions to improving our community's quality of life. Thanks to (Stantec) for being willing to provide their expertise despite the small contract and several public meetings."

John T. Spence, PhD, AICP

Wallace Woods Neighborhood Association, Covington, Kentucky

Tom has 33 years of experience in transportation. His areas of expertise include transportation planning, traffic engineering, highway capacity, access management, travel demand modeling, traffic simulation, traffic forecasting and highway safety. Tom's experience includes 25 years as a consultant, where he has served as project manager for numerous transportation studies. He has been a transportation researcher and an instructor for several workshops and training courses. Tom is the incoming president of the Transportation Research Board's Highway Capacity and Quality of Service Committee, which oversees the Highway Capacity Manual. He also has been a panel member for NCHRP and NCFRP research projects.

Lexington-wide Congestion Management Study, Lexington, Kentucky. As project manager of this congestion management study, Tom was responsible for updating LFUCG's 2004 Congestion Management Study. The 2004 study resulted in a list of recommended congestion management improvements for the most severely congested arterials. The recommendations were designed to complement congestion management projects already in the MPO's transportation improvement program (TIP). Tom updated the conclusions and recommendations from the 2004 study and expanded the study to include seven routes not considered previously. Twenty-five projects were recommended for implementation based on the findings from the study. The study's purpose was to identify and evaluate the feasibility of congestion mitigation measures that could be implemented. Tom developed a traffic simulation model for the study section of Man o' War Boulevard that included relevant segments of key cross streets. The simulation model was used to provide detailed measures of performance for the existing system and to evaluate the effectiveness of proposed congestion mitigation projects and strategies. Results and recommendations from the Man o' War Boulevard study were incorporated into the overall 2006 community-wide congestion management study and developed a white paper assessing Lexington's current Congestion Management Process and provided recommendations to meet Federal requirements.

*Beaumont Centre Traffic Impact Study**, Lexington, Kentucky. Project Manager for this traffic impact study to address the effects of future development to Beaumont Centre, a large mixed-use development in southwest Lexington. The study supported a request to change the land use designation in the Lexington-Fayette Urban County Comprehensive Plan for part of Beaumont Centre from its current Professional Service use to a mixture of Retail Trade, High Density Residential, Professional Service, and Highway Commercial. A traffic simulation model was developed for Beaumont Centre and the surrounding area using the CORSIM modeling package. Extensive traffic counts were collected in the area and an origin – destination matrix was developed that, when assigned to the study area network by the CORSIM model, simulated existing traffic patterns in the area. The CORSIM model then was used to distribute and assign additional traffic to the network from proposed new development within Beaumont Centre Circle. The model allowed for the comparison of two alternatives: 1) development of the circle entirely as Professional Office, as allowed per the current Comprehensive Plan; and 2) development under the proposed mixed use, which would result in a higher proportion of internal trips.

Downtown Lexington Traffic Movement Re-Evaluation Study, Lexington, Kentucky. Project Manager for this study to examine the impacts of converting downtown Lexington one-way streets to two-way traffic flow. The study includes the development of traffic simulation models using TransModeler software to evaluate the anticipated impacts of converting each of Lexington's four one-way pairs. The project also included a multi-modal level of service analysis using methods prescribed in the 2010 Highway Capacity Manual to assess the impacts of potential conversion on the four typical modes that use an urban street – automobiles, pedestrians, bicycles, and bus transit. An eclipsing analysis was performed to quantify the number of businesses whose exposure to traffic would be increased under two-way flow. Additional analyses include a safety analysis, assessment of existing traffic signal system operations, and environmental overview. Information obtained from the study was compiled and provided to decision makers.

**indicates project experience prior to joining Stantec*

Lexington, Kentucky. Project Manager for this study to assess the traffic impacts of implementing the downtown master plan in Lexington. The master plan completed an overall planning effort that has integrated a campus master plan for the University of Kentucky and the college town plan for the area between the University and downtown. The modeling activities included the integration of the Lexington Area MPO Regional Travel Demand Model with a downtown sub-area microsimulation model that was developed using TransModeler. The study included an analysis of converting the major downtown one-way streets back to two-way operation.

"I would like to take this time to acknowledge the outstanding traffic study you have produced for the City of Georgetown, Kentucky. You have in the most professional manner developed short-term and long-term solutions to a profoundly complex traffic problem for the City of Georgetown. I and my staff have gained a great deal of insight into our traffic concerns through working with you and your team. I, without reservation, would recommend your professional services to any community trying to resolve a complex traffic concern.

Michael A. Sapp, former Director of Development Services, Georgetown-Scott County Planning Commission

Northeast Georgetown Traffic Study, Georgetown, Kentucky. Project Manager for this study of a rapidly growing area of Georgetown. The area includes a Toyota manufacturing facility where the Camry is built. The area also includes mixed land uses—retail/commercial, residential, light industrial, and recreational. Planned growth in the area includes more than one million square feet of additional retail development and 4,000+ residential units. The study produced a short-term safety and operational improvement plan, long-range transportation plan, access management plan, and updated guidelines for traffic impact studies in Georgetown-Scott County. The study also featured an update of the Georgetown-Scott County Travel Demand Model (in TransCAD) and development of a study area traffic simulation model (using TransModeler) that was integrated with the travel demand model.

Kentucky Statewide Traffic Model Update, Multiple Counties, Kentucky. Tom was the project manager for the update of the Kentucky Statewide Traffic Model (KSTM) under the Statewide Traffic Modeling contract. The KSTM is used by the Kentucky Transportation Cabinet for a multitude of applications, including corridor studies, traffic forecasting, and long-range transportation plan development. Stantec was part of a three-firm consortium updating the model. As part of this update, Stantec has written batch routines that compute model network speeds and capacities based on methods in the 2010 Highway Capacity Manual.

US 41 Traffic and Access Management Study, Henderson County, Kentucky. Tom provided QA/QC review for this KYTC statewide planning on-call assignment. This portion of US 41 carries a heavy mix of local and regional traffic as it connects Henderson with Evansville via the twin bridges over the Ohio River. This study was undertaken to seek feasible strategies to more effectively manage access along the corridor in order to improve the efficiency and safety of US 41.

KYTC Statewide Traffic Engineering Services, Statewide, Kentucky. As project manager and later principal, Tom was responsible for several two-year contracts that involved collecting and analyzing intersection turning movement data and travel time information at intersections and along corridors statewide. The contract included utilizing model traffic flow using data collected and software tools such as CORSIM. Tom collected travel time date using HP IPAQ PDAs and a Garmin GPS-18/PC GPS unit. KYTC provided PDA Travel Time software for use in the field, and the data were post-processed in the office for submission to the Division of Traffic. Traffic data were collected at many locations throughout Kentucky.

KYTC Statewide Traffic Forecasting, Various Locations, Kentucky. Project manager and later principal for this contract with the Kentucky Transportation Cabinet to develop design traffic forecasts for statewide transportation projects. The forecasts included development of average daily traffic (ADT) and design hourly volume (DHV) forecasts for roadway sections and intersections. From these forecasts, geometric design criteria were developed. Intersection forecasts also were used in noise and air quality analyses for federally funded projects. The contract also included development of truck percentage and equivalent single axle load (ESAL) forecasts to be used in pavement design.

New Circle Road Signal Timing, Lexington, Kentucky. Project Manager for this project to develop new optimized signal timing plans for New Circle Road from Woodhill Drive to Boardwalk and for Man o' War Boulevard from Alumni Drive to Sir Barton Way. New timing plans were developed for weekday A.M., noon and P.M. peak periods, weekend peak periods, and off-peak periods. The traffic analysis tool SYNCHRO and simulation package SimTraffic were used to develop and test timing plans. As part of this project, it was demonstrated to the Lexington-Fayette Urban County Government and Kentucky Transportation Cabinet (KYTC) that better arterial progression results could be achieved if signal-phasing plans were changed from the traditional Lead Left Turn scheme to Lead-Lag or Lag Left Turn phasing. This required a policy change within the KYTC and was implemented successfully as part of the project. The study also included the conduct of travel time runs using GPS before and after to demonstrate the effectiveness of the new timing plans. The travel time results were displayed graphically in GIS format.

Brian Aldridge PE

Operational Analysis, Community Involvement

Registrations
PE #23118, Kentucky

Education
MS & BS, Civil Engineering, University of Kentucky

"(Stantec) advanced the study to facilitate the Cabinet's decision-making process. Stantec coordinated very well with local officials and the public, which was key in this being a very successful project."

Comment from KYTC Evaluation for US 460 Scoping Study

Brian leads Stantec's Phase I Design Group in Kentucky, giving him the opportunity to work with both planning staff as well as design professionals. A transportation engineer for more than 18 years, he has experience working on a wide range of transportation projects. His areas of expertise include transportation planning, transportation system design and operations, public involvement, land use planning, environmental planning, and access management. He is the chair of the ACEC-KY Subcommittee for Transportation Planning and helps teach the next generation of engineers about the NEPA process for the Capstone design course at the University of Kentucky each year.

US [illegible] (Harrodsburg Road) Widening, Fayette County, Kentucky. Responsible for public involvement and traffic analysis to determine the best widening solution for Harrodsburg Road between Corporate Drive and Alexandria Drive. The project team decided in 2010 to construct a double crossover diamond (DCD) at the interchange with New Circle Road. Brian developed traffic simulation models for the proposed interchange and helped develop traffic signal plans for the four signalized intersections affected by the project.

Downtown Lexington Traffic Study, Lexington, Kentucky. Responsible for developing traffic simulation models to help determine the feasibility of converting existing one-way streets in and near downtown Lexington to two-way traffic. This project includes approximately 70 traffic-actuated signals.

Community-wide Congestion Management Study, Lexington, Kentucky. Responsible for GIS mapping, analyzing existing conditions, and developing and evaluating potential improvement projects. The project involves evaluating a number of arterial roadways in Fayette and Jessamine counties and determining the best congestion management strategies for each roadway. The project has two distinct elements: the first is to update and expand recommendations made in the 2004 Congestion Management Study; the second is to deliver a detailed study of Man o' War Boulevard from I-75 to Nicholasville Road. Stantec is providing traffic modeling and analysis, data collection, congestion management strategies, conceptual design and cost estimates, access management, GIS/mapping and transit services for the study.

Nashville Road-Campbell Lane Circulation Study, Bowling Green, Kentucky. Responsible for a circulation study focusing on the intersection of Nashville Road and Campbell Lane. Campbell Lane serves as part of the "inner urban loop" and Nashville Road connects downtown Bowling Green and Western Kentucky University to the William H. Natcher Parkway. The study sought strategies to more effectively manage traffic within the area to improve efficiency and safety. The project involved assessing access management practices and a public involvement program to keep citizens and stakeholders informed throughout the study.

[illegible] Corridor Traffic Study, Lexington, Kentucky. This traffic study examined intersection operability, traffic control needs and roadway functionality in a depressed urban area undergoing revitalization.

US [illegible] Management Plan, Jessamine and Fayette Counties, Kentucky. This project provides preliminary engineering for an access management plan to increase mobility and safety on Nicholasville Road (US 27) between Nicholasville and Man o' War Boulevard in Lexington. Brian was responsible for refining and evaluating alternatives, and for stakeholder and community outreach.

[illegible] Louisville, Kentucky. Led traffic services for the study, including developing traffic simulation models to evaluate alternatives and presenting the findings to KYTC District 5. Our analysis included evaluating reduced pedestrian crossing distances and implementing Leading Pedestrian Intervals (LPI) to improve pedestrian safety.

Mark Butler AICP

Planning, Forecasting, and Modeling

Relevant Registration
Certified Planner

Education
MS, Planning, Florida State

BA, Political Science, Boston College

Mark has 19 years of experience developing traffic forecasts, traffic simulations, and travel demand modeling. He has provided services for community and natural resource planning, economic development, community participation, and regulatory approvals. Mark has researched, prepared and presented comprehensive planning products, including forecasts, model documentation, development applications, and public outreach materials. His experience also includes NEPA planning and documentation, transit planning, freight studies, economic impact analysis, and GIS data collection.

Downtown Lexington Traffic Movement and Revitalization Study, Lexington, Kentucky. Stantec led this comprehensive, multi-modal study to evaluate the impacts of converting one-way streets to two-way in downtown Lexington. Mark developed the traffic models associated with this project. The study involved the integration of microscopic traffic simulation models and the regional travel demand model to assess the impacts of potential conversion, to identify changes in travel patterns that may result, and to assist in the development of mitigation measures.

Lexington MPO Travel Demand Model Update, Lexington, Kentucky. Mark was the Project Manager responsible for developing a nine-county network for a regional travel demand model update, including new procedures for highway capacity and speed estimation.

US 60 Scoping Study, Paducah, Kentucky. Mark was the Senior Transportation Planner responsible for the development of a TransModeler traffic simulation model for analyzing traffic conditions and developing recommendations for improving traffic and safety conditions in a highly congested commercial corridor.

KY 321 Traffic Study, Paintsville, Kentucky. Mark served as project manager for the development of a simulation model used to analyze the effect of new development and road improvements on a primary commercial corridor in Eastern Kentucky.

Area-wide Traffic Simulation Model, Lewisburg, West Virginia. Mark was the Senior Transportation Manager responsible for developing new origin-destination trip matrices and assisting West Virginia DOT staff in the development of traffic simulation model.

Huntington Mall area Traffic Study, Barboursville, West Virginia. Mark was the Senior Transportation Manager responsible for developing a traffic simulation and sensitivity analysis for determining roadway design parameters for a high-intensity commercial center east of Huntington, including improvements to Interstate 64.

KY 313 Scoping Study, Hardin County, Kentucky. Mark was the Senior Transportation Manager responsible for developing traffic forecasts for project alternatives.

Kentucky Statewide Traffic Forecasting, Various Locations, Kentucky . Mark led and assisted in the development of design traffic forecasts as part of Stantec's contract with the Kentucky Transportation Cabinet. Mark worked on projects in Adair, Bullitt, Clark, and Warren Counties, as well as on multiple locations along the Mountain Parkway.

Kentucky Statewide Travel Demand Modeling Consultant, Various Locations, Kentucky . Since 2006, Mark has served as an on-call consultant to the KYTC for travel demand modeling projects. In this capacity, he has managed the development of MPO and county-level demand models and assisted in establishing standard model development procedures for all models developed in Kentucky.

Len Harper, PE

Conceptual Design

Registrations
PE #27969, Kentucky

Education
MS & BS, Civil Engineering,
University of Kentucky

**indicates project experience prior to joining Stantec*

Len joined Stantec's transportation planning team in 2014 and offers a range of transportation planning and transportation design services. He has managed and participated in a variety of engineering projects including statewide planning projects and long range transportation plans. Len also developed urban and rural highway planning studies, corridor feasibility studies, urban and rural roadway design projects, and site design projects.

South Limestone Multimodal Transportation Study*, Lexington, Kentucky. Developed a complete street concept to enhance operations for the 35,000 daily users. To establish a base condition, extensive data collection and analysis was conducted, including travel time studies using standard KYTC procedures. Len was responsible for analysis and development of project alternatives. Working with a project team that included the city of Lexington and KYTC staff, short-term improvements for pedestrians, bicyclists, transit, and motorists Len helped develop a long-term vision for the South Limestone and South Upper corridor.

US 27 Access Management Preliminary Engineering, Jessamine and Fayette Counties, Kentucky. This project provides preliminary engineering for an access management plan to increase mobility and safety on Nicholasville Road (US 27) between Nicholasville and Man o' War Boulevard in Lexington. Len was responsible for refining and evaluating alternatives, and for stakeholder and community outreach.

US 41 Traffic and Access Management Study, Henderson County, Kentucky. Len served as deputy project manager for this KYTC Statewide Planning on-call assignment. This portion of US 41 carries a heavy mix of local and regional traffic as it connects Henderson with Evansville via the twin bridges over the Ohio River. This study was undertaken to seek feasible strategies to more effectively manage access along the corridor in order to improve the efficiency and safety of US 41.

Jason Bricker PE

Conceptual Design

Relevant Registration
PE #22536, Kentucky

Education
BS, Civil Engineering,
University of Kentucky

As a Senior Project Manager with more than 18 years of experience, Jason has worked on all types of highway projects throughout Kentucky. His experience includes quantity calculations, cost estimates, pavement design, and maintenance of traffic, construction, and right-of-way plans. He is a graduate of Leadership PE and is also trained in stream restoration (North Carolina State University Stream Restoration Program), roundabout design (NE Roundabouts, TRB National Roundabout Conference, and FHWA/KYTC workshops), and construction analysis for pavement rehabilitation (CA4PRS software).

US 68 (Harrodsburg Road) Widening, Lexington, Kentucky. Responsible for design of a double crossover diamond (DCD) interchange for the widening of Harrodsburg Road in Lexington. The purpose of the project is to provide additional capacity through the New Circle Road interchange. Phase I looked at alternatives such as providing dual left turns for the New Circle entrance ramps, additional through lane in both directions and providing a DCD interchange at this location. The additional through lane option and the DCD options were designed to a higher level of detail to help select the best option to be carried forward with Phase II design. Once the DCD option was selected, shared use paths were incorporated in the final design to accommodate pedestrian and bicycle traffic.

[redacted] Fayette County, Kentucky. Project engineer responsible for Phase II design, cost estimates, utility coordination, and coordination of the lighting and signal design. This project is one of four sections of the entire Newtown Pike Extension project which involves design for a 1.3-mile extension of an urban boulevard in Lexington's central business district.

Mike Rutkowski PE, AICP

Multi-Modal Considerations, Community Involvement

Mike has 26 years of experience specializing in sustainable transportation solutions and managing a multidisciplinary team of engineers, planners, and landscape architects. He is experienced in all aspects of transportation planning and engineering and he has led numerous comprehensive transportation plans in the U.S. He is a trained public outreach and conflict resolution specialist, which is an important skill to deliver to this project. His expertise also includes developing the methodology and administering socioeconomic data forecasting for travel demand modeling studies. This includes SE validation, market analysis and demographics research.

[illegible] Avenue Complete Streets Improvement Plan, Morgantown, West Virginia. Deputy project manager for this complex Complete Streets project. Stantec provided a holistic vision for the corridor, supported by the general public, the university, as well as city officials.

[illegible] Village Vicinity Plan, Raleigh, North Carolina. In order to accomplish the goals for this project, especially for transportation, conducted an extensive analysis of existing market conditions as well as conditions on the ground. Worked with local neighborhood communities to evaluate the effects of traffic diversion, cut-through and speeding along their neighborhood streets. As a result, several physical features were developed to help traffic calm community streets. Both passive and active treatments were applied including on-street parking, bulbouts, median islands, street trees, lighting and intersection treatments to increase the visibility of bicyclists and pedestrians. Other key elements of the study included examination of traffic, street hierarchy, multi-modal amenities, and transit, as well as an evaluation of market conditions and redevelopment opportunities. With an idea of the opportunities and constraints, initiated a public outreach process, focusing on stakeholder interviews, public workshops, and meetings with an oversight group, and develop alternative proposals guiding the area's redevelopment.

Relevant Registrations
Certified Planner #134824, American Institute of Certified Planners

Professional Engineer #20734, State of North Carolina

Education
BS, Civil Engineering, University of North Carolina

Scott Lane AICP, CPTED

Multi-Modal Considerations

Tony's traffic engineering experience includes signal timing, timing evaluation, small area studies, traffic flow master planning, interchange modification studies, land development impact, lighting and signal design and parking studies. In addition to project experience, he has also taught hydraulic design, surveying, and pavement design workshops.

[illegible] Ave. [illegible] Complete Streets Improvement Plan, Morgantown, West Virginia. Scott was the Complete Streets planning lead for this project Stantec provided a holistic vision for the corridor, supported by the general public, the university, as well as city officials. With implementation as a key focus of the plan, Stantec's project sheets and phased implementation strategy provided the basis for a structured schedule and process for improving the corridor into the future.

[illegible] Area [illegible] Bike/Pedestrian Access Studies, Montgomery, Maryland. Oversaw preparation of two Bicycle and Pedestrian Priority Area (BiPPA) studies to enhance safe bicycle and pedestrian access to create cohesive neighborhoods, replace aging infrastructure, and prioritize measures to improve long-range connectivity and circulation.

[illegible] Sumter, South Carolina. Developed both the report and the graphics for this study of traffic calming, pedestrian, bicycle and urban design in a historic neighborhood bordering on the downtown of Sumter, SC. Two public workshops were developed, with the last including a sign-up to receive a pace car magnet for residents that volunteered to be a part of the overall program.

Relevant Registrations
Certified Planner

Specialist, Crime Prevention through Environmental Design

Certified Master Instructor #3102, League of American Bicyclists, Various Nationwide, 2009

Education
MA, Geography (Transportation Policy) | BS, Geography / Minor in Economics, University of North Carolina

Tony Lewis, PE, PTOE

Traffic Operations

Registrations
PE #22905, Kentucky

Education
MS & BS, Civil Engineering,
University of Kentucky

Tony is a Professional Traffic Operations Engineer with significant traffic engineering experience including signal timing, signal system evaluation, small area studies, traffic flow master planning, interchange modification studies, land development impact and parking studies. He is also proficient in traffic signal design and roadway lighting design. His traffic signal design experience includes mast arm and strain pole signal designs for the Kentucky Transportation Cabinet and other private development clients. His roadway lighting experience includes numerous high-mast and conventional lighting projects throughout Kentucky.

[illegible] Electrical Engineering Services, Kentucky. This project, for the Kentucky Transportation Cabinet Division of Traffic Operations, has included conventional and high-mast lighting and signal design for roadway projects throughout Kentucky. Tony's tasks include lighting modeling, electrical design, and plan preparation for projects including the Hurstbourne Lane and Taylorsville Road Intersection Safety Improvement Study.

[illegible] Lewis Way, Fayette County, Kentucky. Responsible for modeling and electrical design for the roadway lighting of a new arterial in downtown Lexington, Kentucky. This project also included replacing existing lighting on Broadway to meet current lighting standards.

US 68 (Harrodsburg Road), Widening, Fayette County, Kentucky. Responsible for lighting design on this project that involves widening the roadway and converting the existing interchange with New Circle Road to a double crossover diamond interchange. Tony's specific responsibilities on the project included illumination calculations using lighting software and the development of construction plans. Several lighting alternatives are being considered and evaluated, including high mast lighting, conventional lighting and a combination. His additional responsibilities on the project included consultation and review of signal design plans.

Dan O'Dea PE, PTOE

Traffic Operations

Relevant Registration
PE #19101, Kentucky
PTOE #2838

Education
BS, Electrical Engineering,
University of Kentucky

**indicates project experience prior to joining Stantec*

Dan is the electrical engineer you want on your team to lead and deliver full-scale transportation needs on the local and state level. With more than 25 years of professional experience, Dan has been responsible for transportation related activities that span from the designs and drafts of lighting and electrical plans, to leading large transportation organizations. Dan helped major metropolitan areas with upgrading traffic communications, signal timing, hardware & software systems. He has provided research, testing, evaluation, and implementation of various technologies. He oversees a diverse staff and has served as an expert witness in litigation involving traffic control device

[illegible] Louisville, Kentucky. Led the effort to upgrade communication, signal timing, hardware & software systems of Louisville Metro's Advanced Traffic Management System. Oversaw the conversion of previous central system software called Pyramids to the current software called Centracs. Responsible for the oversight of traffic signal timing upgrades on the arterials of US-42, US-60, Hurstbourne Lane, Bardstown Road, and Dixie Highway.

[illegible] Louisville, Kentucky. Supervised the assignments of an engineering staff including Electrical Maintenance and Signs & Markings crews in performing all aspects of traffic engineering. Oversaw the installation, operation, and maintenance of traffic control devices (995 traffic signals, 135 school flashers, 109 flashing beacons, signs, striping, pavement markings, speed humps, data collection, etc.) in Jefferson County. Conducted traffic engineering studies, communicated and coordinated activities with local and state officials, public agencies, consultants, contractors, and the general public. Served as an expert witness in litigation involving traffic control devices.

Ashley Williamson EIT

Operational Analysis, Traffic Modeling/Forecasting

Ashley has more than 10 years of transportation planning and engineering experience. She holds a bachelor's degree in civil engineering with an emphasis in transportation. She has assumed responsibilities in a variety of transportation-related tasks. Ashley has analytical experience with the highway capacity and other transportation software packages. She collaborates closely with project managers and clients to prepare transportation planning and engineering study materials and reports for private and public audiences. Project responsibilities have included corridor studies, traffic engineering, data collection and analysis, technical writing, traffic forecasting and more.

[illegible] Johnson County, Kentucky. This traffic forecasting project covered one mile corridor in eastern Kentucky. This was a project as a part of the Statewide Forecasting Contract. Key components of the study included evaluating the existing model using Transmodeler traffic simulation software, evaluation of alternatives using the model and report documentation.

Huntington Mall Area Traffic Study, Barboursville, West Virginia. Evaluated the current and future impacts of East Mall Road. Tasks included crash analysis and the evaluation of traffic simulation models using TransModeler® traffic simulation software.

Downtown Bowling Green Circulation Study, Bowling Green, Kentucky. Ashley was responsible for traffic analysis, project meeting participation and report documentation focusing on the downtown area including Western Kentucky University campus. Stantec evaluated the impacts of converting downtown Bowling Green streets from one-way flow to two-way operation using TransModeler® traffic simulation software. From the analyses, improvements to the street system, including the addition of turn lanes and modifications to traffic signals, were identified. Conceptual cost estimates and design were developed

Relevant Registration
EIT #12711, Kentucky

Education
BS, Civil Engineering,
University of Louisville

Jennifer Caroland-Shaw

Community Involvement (Visualizations)

Jennifer has served as a design visualization specialist and public involvement professional for more than 14 years. She has completed numerous types of visual communication pieces, including: artist's renderings and illustrations; photomontages; 3D animations; real time visualization; web pages; field, studio, and aerial photography; videography; presentations; interactive media; promotional cover art; branding design; newsletters; DVD authoring and production; award entries; voice narrations for videos; and media packages.

Newtown Pike Extension, Lexington, Kentucky. 3D visualization artist for renderings showing proposed improvement alternates for the roadway and intersections along Newtown Pike. The renderings were used for public involvement meetings to facilitate discussion about design options. She created a complete 3D model of the Southend Park Development, including 15 different housing options, commercial development, and green space. She was also the visualization artist for renderings showing proposed signature bridge alternates for the Town Branch Bridge on the Newtown Pike Extension.

[illegible] Lexington, Kentucky. Visualization artist responsible for 3D model and animations showing the new proposed double crossover diamond interchange for the intersection at New Circle Road and Harrodsburg Road. The animations show traffic flow and movement from the view point of a driver following the various possibilities for navigating the intersection. Additionally, several flyovers were also produced morphing an existing view to the proposed new DCD design. The final product was presented at a public meeting and posted to the project website and youtube.com, as well as in print, television, and online media.

Education
MA, Studio Art, Computer Graphics and Photography, Morehead State University

BA, Studio Art, Photography, Transylvania University

Rob Schiffer AICP

Traffic Modeling

Relevant Registration
Certified Planner

Education
MS, Urban and Regional Planning, Transportation Specialization, Florida State University

BA, Geography and Urban Studies, Memphis State University

Rob's 32 years of transportation planning expertise includes developing, validating and calibrating urban, regional, rural and statewide travel demand models; developing comprehensive multi-modal long-range transportation plans; preparing travel demand forecasts for highway and transit corridor studies; and compiling socio-economic and demographic data for travel demand models. He also provides research and best-practice studies for national, statewide, long-distance and rural travel; authors and delivers travel demand modeling training workshops and courses; and conducts site impact, expressway, bridge, managed lane and interchange feasibility studies.

Nashville MPO 2040 Sub-Area Transportation-Land Use Study, Murphreesboro-Smyrna, Tennessee. Modeling Coordinator for a sub-area transportation study. Nashville MPO staff members had recently updated the base year transportation model in-house, while Rob's team focused on reviewing the model in greater detail for the study area. His team also developed an innovative GIS approach to depict future congested speeds in a "heat map" format.

NYSDOT I-95 Bruckner Expressway/New England Thruway Traffic Study, Bronx, New York. Lead Travel Demand Modeler on an updated traffic study to determine options for improving northbound capacity on sections of I-95 in the Bronx. This is an update to an earlier study completed by Stantec for NYSDOT aimed at reducing congestion, improving safety at the freeway's closely spaced interchanges with Pelham and Hutchinson River Parkways, and reducing through traffic on neighborhood streets. This effort includes updated collection of traffic counts and origin-destination data, as well as refinements to a sub-area version of the NYMTC TransCAD travel demand model and VISSIM micro-simulation model.

Cordelia Crockett AICP

Multi-Modal Considerations (Transit Planning)

Relevant Registration
Certified Planner

Education
MS, Urban and Regional Planning, Transportation Specialization, Florida State University

BA, Geography and Urban Studies, Memphis State University

As a transit planner, Cordelia creates transportation options that are convenient, cost-effective, accessible, environmentally friendly, and safe. Cordelia has a broad range of experience across North America in the fields of transit operations, transit infrastructure, and transit policy. Her transit operations experience has consisted of bus route planning, rail service planning, transit network reviews, operating cost estimation, performance data analysis, and demand forecasting. On the transit infrastructure side, she has developed a variety of transit capital improvement projects and programs, as well as gained expertise in Federal Transit Administration (FTA) requirements, asset management, budgeting, conceptual design, project coordination, alternative analysis, high level cost estimation, grant management, and project status reporting. Her work has also addressed transit policy, mainly in the areas of governance, funding, pricing, cost-sharing, service standards, performance monitoring, and service contracts.

Transit Service Reviews, British Columbia. Cordelia carried out transit service reviews in four systems in the Northwest sector of British Columbia for BC Transit. These reviews include a comprehensive consultation process involving interviews with stakeholders, a bus driver survey, an on-board passenger survey, open houses, and a web survey. Potential system changes were evaluated in terms of cost and ridership impact, and opportunities for partnerships will be explored.

Downey Transit Planning Project, Downey, California. Cordelia developed an alternative network for the DowneyLINK transit system which consists of four routes in the City of Downey in Los Angeles County. The routes were altered such that links to the Metro Green Line and major employers were improved and to minimize overlap with the bus routes operated by Metro. This work was part of a larger study to improve transit connections to the Civic Center and to review parking.

Steve Cummins PE

Data Collection

Steve is a University of Kentucky graduate and is a licensed professional engineer in the Commonwealth of Kentucky and State of Ohio where he has worked in the profession specializing in traffic engineering over 20 years. He has been in responsible charge of the traffic signal system in Lexington, Kentucky since 2001 as Traffic Signal Systems Manager. Steve has extensive experience working on traffic signals managed by LFUCG and has partnered with Stantec on traffic projects, particularly as part of the firm's on-call services contracts with KYTC for Traffic Modeling, Traffic Engineering, and Planning.

Downtown Bowling Green Circulation Study, Bowling Green, Kentucky. CCS conducted data collection as a subconsultant to Stantec. The study area incorporated 29 intersections with TMC data to be collected during the peak travel periods of a typical day with Western Kentucky University and Warren County Public Schools in session. Pedestrian count volumes were collected to better address the number of actuations at signalized intersections around the WKU Campus.

Comprehensive Safety Review around Berea College, Berea, Kentucky. CCS provided TMC data at nine intersections to address demand and trip generation volumes related to various areas within the project scope. All data had to be completed within a single week. There was a narrow window to collect the data that had to account for school calendars, weather and business hours of operations, as well as any special concert events at Berea College near the Boone Tavern vicinity. A unique data collection effort was performed toaccount for the numerous pedestrians in the college area related to two signalized intersections that have their own pedestrian phase, known as a "Barn Dance."

Relevant Registration
PE #21252, Kentucky

Education
BS, Civil Engineering,
University of Kentucky

Abbie Jones

Data Collection, Multi-Modal Considerations

Abbie Jones is the President of Abbie Jones Consulting. Abbie has over 14 years of experience in civil engineering and land surveying. Her background in both the private and civil service perspectives is helpful on any government project. She has special skills in highly urbanized / congested areas.

KYTC Statewide Traffic Forecasting, Various Locations, Kentucky. – Video and manual turning movement traffic counts: tube and radar volumes for several assignments since 2012.

Streetscape Improvements, Owingsville, Kentucky. Renovation of approximately 1/2 mile of downtown sidewalks, paver insets, ADA compliance, hardscape features, landscaping, retaining walls, and decorative iron railings, all to KYTC LPA standards.

Safe[illegible]es to Sch[illegible]roject, Jackson, Kentucky. Replaced original design engineer due to construction problems. Solved ADA and landowner field issues to meet appropriate requirements and codes. Coordinated with District and local officials to facilitate necessary changes.

[illegible] Sidewa[illegible]ject, Augusta, Kentucky. Resolved ADA construction problems (by original engineer) to meet appropriate requirements and codes. Coordinated and processed raw survey data then design small, add-on streetscape project for an adjacent local street.

Relevant Registration
PE #26780,Kentucky
PLS #3963, Kentucky

Education
BS, Civil Engineering,
Tennessee Technological
University

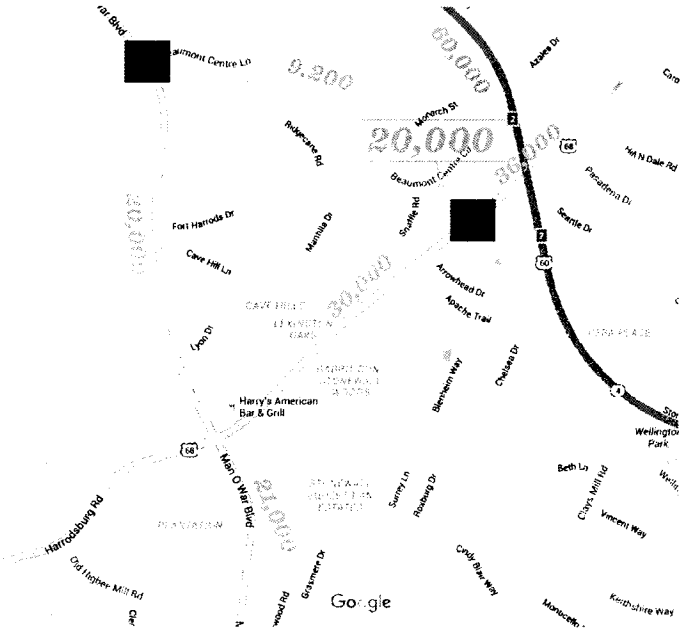
Additional Course Work
in Surveying, Southern
Polytechnic State University

Twenty-five years ago, Beaumont Farm was one of the last major underdeveloped properties within the Lexington metro area. Much has changed since then. This mixed-use development is very close to several major arterials whose traffic has grown significantly due to several developments in the area—New Circle Road, Harrodsburg Road, and Man o' War Boulevard. With limited access to Harrodsburg Road, and thus to New Circle Road, traffic frequently gridlocks within Beaumont Centre. While Beaumont Centre has many wonderful amenities, it is becoming notorious for peak hour traffic congestion. Because the problem is complex, the solutions may also be complex. We need to see the whole picture as well as individual parts of the picture. This type of holistic view is the only way to provide the best opportunity for success.

Stantec Project Manager Tom Creasey knows this area all too well. From 1998 to 2003, Tom worked "in the eye of the storm"—the first two years in Corporate Center and the next three at 1050 Monarch Street in Beaumont Centre. The nature of the traffic issues are mostly the same, but worse. While located in Beaumont Centre, Tom's firm conducted a traffic study of Beaumont Centre that was part of a request to change the Land Use Map of the Comprehensive Plan. That study included development of a traffic simulation model and it showed that Beaumont Centre was near the tipping point—peak hour traffic congestion already was becoming problematic and would continue to worsen with further infill development. At that time, the development of the interior of Beaumont Centre Circle was just beginning.

Fast-forward to 2016, where virtually all of the middle of Beaumont Centre Circle has been developed or is being developed currently. Congestion has continued to worsen, even though the reconstruction of the New Circle Road/Harrodsburg Road interchange (the Double Crossover Diamond configuration designed by Stantec) has been a tremendous improvement in safety and congestion. There are a combination of factors that contribute to the problem, namely that there are only two access points to handle very high traffic volumes.

One striking issue stands out—there is as much traffic on Beaumont Centre Parkway (indicated in red on the map at right), the center's "Main Street," as there is on Man o' War Boulevard. As the primary point of access to Beaumont Centre, it's no surprise that the majority of ingress and egress trips occur along this 900-foot section of road. It's also apparent that the secondary access point – Beaumont Centre Lane at Man o' War Boulevard – gets less than half the use of the primary point. We believe that the origin-destination (O-D) study that we will conduct will support our assumption that the imbalance is a result of the majority of trips into and out of Beaumont Centre are from New Circle Road or Harrodsburg Road north of New Circle.



Major Access Points *Source: KYTC*

Current Average Daily Traffic

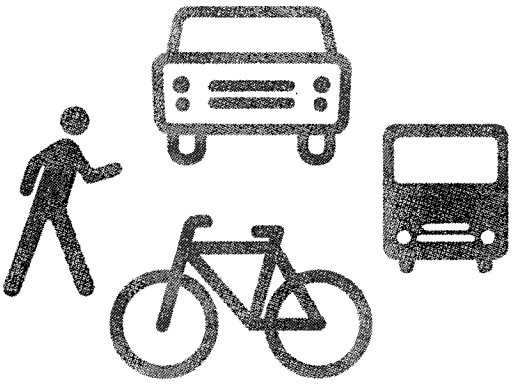
As a mixed use development, Beaumont Centre offers convenient amenities to residents of adjacent neighborhoods. Therefore, we suspect the O-D study will reveal that the majority of people who work inside Beaumont Centre live somewhere outside Beaumont Centre. Similarly, we believe that the majority of residents living in the adjoining neighborhood work somewhere else. The severe peak period congestion, especially in the afternoon as workers are headed home, is a testament to this.

Neighborhood cut-through traffic has become a serious problem, particularly along Snaffle Road, with uncommonly high peak hour traffic volumes, and along Lyon Drive, where residents complain of high speeds. Like water in a flood, drivers look to find the path of least resistance when Beaumont Centre Parkway and Beaumont Centre Circle become gridlocked. This creates

Beaumont Centre Drive at US 68 (Harrodsburg Road) is one of only two major access points to Beaumont Centre. Additionally, it carries as much traffic as nearby Man o'War Boulevard.

increased traffic, noise, pollution and higher speeds along neighborhood streets. While traffic calming devices may slow vehicles down, their effectiveness in reducing cut-through trips is questionable and there may be unintended consequences (maintenance, inconvenience to neighborhood residents, etc.). We will need to get to the root of this cut-through traffic problem by taking a close look at both Harrodsburg Road and at Beaumont Centre Parkway.

Anything that can be done to reduce automobile trips will provide a benefit. There is a good network of pedestrian and bicycle facilities within Beaumont Centre, but we need to take a comprehensive look at the transportation system to identify where there might be multi-modal connectivity issues. For those who may choose to travel into, out of and within Beaumont Centre, they need to have alternatives to driving a car. This includes Lextran. Currently there is one route that's oriented along Harrodsburg Road and loops around Beaumont Centre Circle. This study will provide the opportunity to take a look at the current ridership for this segment and determine if any adjustments would be beneficial.



Stantec's national portfolio includes more than 700 urban design, complete streets, and corridor studies. Combined with our expertise in advanced traffic modeling and forecasting, this ideally suits us to lead this complex multi-modal project.

Study Objectives

Create a "snapshot" of the multi-modal (autos, pedestrians, bicycles, buses) transportation system within and adjacent to the Beaumont Centre area. From this snapshot, identify areas of concern that entail needs and deficiencies.

Develop and assess the effectiveness of candidate multi-modal transportation solutions.

Develop a prioritized list of multi-modal solutions.

Integrate community involvement into the process.

From our conversations with stakeholders and based on the information contained in the request for qualifications, we have identified four main objectives of the study, noted above.

Task 0. Project Management

Successful project execution begins with successful project management. At Stantec, we have developed our 10-point Project Management Framework that we apply to every project. In addition to ensuring quality and managing risk, our PM Framework establishes protocols for communication, documentation, and safety. Project Manager Tom Creasey will be responsible for leading or performing activities under this task to include development and dissemination of a Project Plan, holding regular internal team meetings and conference calls, financial management, monthly reporting and invoicing, and client communication. Employing this framework ensures that the LFUCG gets the absolute best project that we are able to deliver.

Task 1. Data Collection and Study Area

As identified in the Request for Qualifications, the study area is bounded by Man o' War Boulevard, Harrodsburg Road (US 68), New Circle Road (KY 4), and the area just south of Parkers Mill Road (KY 1968). The study area map shown on the following page.

As most everyone knows by now, Stantec will be moving its Lexington offices to Beaumont Centre in fall 2016. We are excited to be bringing nearly 200 employees together in this brand new building and we're excited to be part of the Beaumont Centre community. To say that we have a vested personal interest in the outcome of this study is an understatement.

Logistically, we have a tremendous advantage being located in the middle of the study area. Because we are on site already, our data collection efforts will be more efficient. We will also have the flexibility to conduct field reviews from the various multi-modal perspectives – pedestrians, bicyclists, and bus riders, along with automobile drivers and passengers. We will see and experience what travelers do every day.

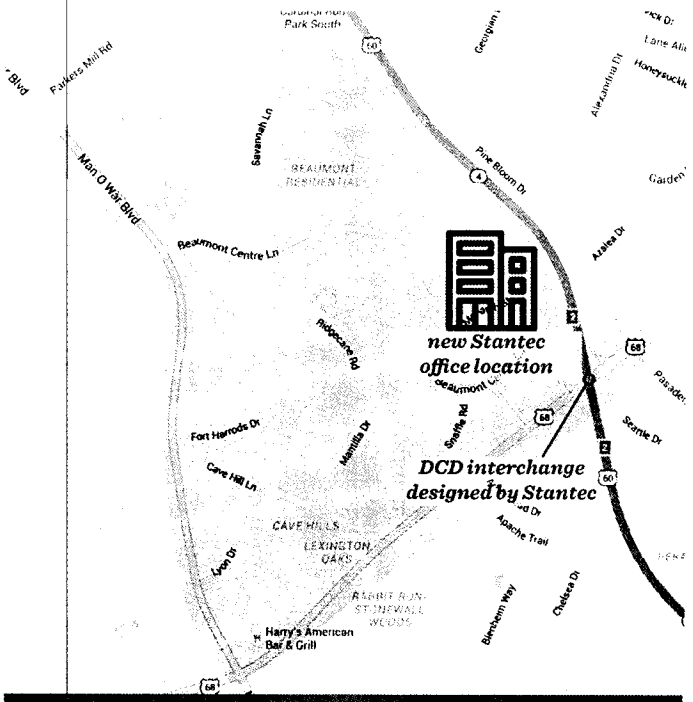
Our new state-of-the-art building also will offer a physical location on-site where we can hold project team, stakeholder and client meetings.

The RFQ states that pedestrian, bicycle, vehicular and transit counts will be collected at designated locations within the study area. Analysis periods are defined as:

- Weekday A.M. Peak (6:30 a.m. to 9:30 a.m.)
- Weekday P.M. Peak (4:00 p.m. to 7:00 p.m.)
- Saturday Peak (2:00 p.m. to 8:00 p.m.)

Turning movement and vehicle classification (including buses) counts, bicycle counts, and pedestrian counts shall be collected at the following study area intersections:

- Beaumont Centre Pkwy. @ Harrodsburg Rd.
- Beaumont Centre Pkwy. @ Fieldstone Way
- Beaumont Centre Pkwy. @ Beaumont Centre Cir.
- Harrodsburg Rd. @ Pasadena/Alexandria Dr.
- Harrodsburg Rd. @ Fort Harrods Dr.
- Harrodsburg Rd. @ Wellington Way



Study Area

- Harrodsburg Rd. @ Man O War Blvd.
- Harrodsburg Rd. @ New Circle Rd.
- Man o' War Blvd. @ Lyon Dr.
- Man o' War Blvd. @ Fort Harrods Dr.
- Man o' War Blvd. @ Beaumont Centre Ln.
- Beaumont Centre Circle @ Monarch St.
- Beaumont Centre Circle @ Lakecrest Cir.
- Beaumont Centre Circle @ Snaffle Dr.
- Beaumont Centre Parkway @ Malone Dr.
- Beaumont Centre Parkway @ Fieldstone Way
- Malone Dr. @ Fort Harrods Dr.
- Old Field Way @ Beaumont Centre Circle
- Snaffle Dr. @ Ft. Harrods Dr.

In addition to turning movement counts, we will collect mid-block 24-hour directional counts at selected locations. Mid-block counts are needed because, when conditions are congested (as we see every morning and afternoon), intersection counts don't reflect the true demand, as traffic typically backs up from one intersection to another. Thus, if we base our analyses on counts that are less than the actual demand, our proposed solutions will not be as effective as we think they will be which could ultimately mean that the best solutions aren't selected.

At key locations we will record the extent of traffic queues, which will assist in the development and calibration of traffic analysis tools.

Using Bluetooth technology, we will conduct an origin-destination (OD) study for the commercial area of Beaumont Centre. The O-D data will be analyzed to identify and quantify travel patterns within, into and out of, and through the Beaumont Centre study area. We will use the results of the OD analysis to help provide a measure of effectiveness of proposed programs and strategies designed to reduce these trips. The OD data will also serve as the basis for quantifying the travel demand that is a component of the area-wide traffic simulation model we will develop (see Task 3).

We will collect study area crash data from the Lexington Police Department for the most recent three-year period. Having worked with the police department to obtain similar data for previous studies (Downtown Lexington Traffic Movement & Revitalization Study, Downtown Lexington Traffic Analysis, Man o' War Boulevard Traffic Study, Lexington Area Congestion Management Study), we've already established a working relationship that will facilitate a smooth exchange of related information.

We will obtain all available relevant data from the LFUCG Divisions of Planning and Traffic Engineering. These will include traffic studies for proposed developments, Synchro files containing signal timing plans and turning movements, travel speeds from established BlueTOAD devices in the corridor, and the Lexington Area MPO (LAMPO) travel demand model. We are intimately familiar with the LAMPO model already, as we were part of the consultant consortium that recently updated the model. This will be extremely efficient as we will not have to rely on the LAMPO to extract information or perform model runs on our behalf. For example, the RFQ states that the model will be used to develop a future traffic model with a 10-year horizon. This is something we will be able to do ourselves.

We will obtain available GIS data from the LFUCG, as mentioned in the RFP. Of pertinent interest will be GIS coverages for parcels, existing and proposed land uses, property use codes, right-of-way, utilities, roadway features, sidewalks, property ownership, and aerial imagery.

As a final step, we will identify multi-modal facilities within and adjacent to the study area – sidewalks, pedestrian crossings, bike lanes (exclusive and shared-use), multi-use paths, and bus stops. Through our traffic counts we will also identify usage of the multi-modal facilities. This analysis will serve as the basis for identifying potential connectivity enhancements to the area.

Task 2. Crash Analysis

We will conduct an analysis of the crash data obtained in Task 1. For intersection and roadway segments, we will compute individual crash rates and compare those with average statewide crash rates for similar types of facilities. While crash rates provide useful information in identifying high crash locations, we'll need to drill down deeper to identify causative factors at these locations. We will obtain/prepare crash diagrams and thematic maps that we will use to identify those causative factors and develop potential solutions. The crash analysis will include any pedestrian and bicycle crashes that may have occurred over the three-year period. As part of our ongoing support for the DCD design, we continue to monitor crashes at the New Circle Road/Harrodsburg Road DCD interchange

Task 3. Develop Traffic Analysis Tool

We propose to develop two traffic analysis tools for use in this study. This is necessary because no single tool can do

3D animation of the Harrodsburg Road DCD near Beaumont Centre.

everything that is required; i.e. a tool that is multi-modal and is both area-wide ("big picture") and microscopic (intersection level of detail). At the macroscopic or big picture level, we will need to account for specific travel patterns and how changes to individual system components might change those travel patterns. For example, if a left-turn movement is prohibited during peak hours or if traffic calming devices are implemented, we must be able to not only identify the predicted change in travel patterns but also quantify the impact of the change. If signal timing plans are modified to the point that traffic flows along Harrodsburg Road and Man o' War Boulevard are improved, we need to have a tool that will predict how much neighborhood cut-through traffic might be reduced.

At the granular level of detail, we need to have the capability to evaluate operations at individual intersections. These include pedestrian, bicycle and bus passenger levels of service. We must have the capability to identify and quantify the effects that changes to the auto mode will have on pedestrians, bicyclists and transit riders. As an example, relocating a bus stop might improve conditions for automobiles and bicyclists, but what would be the effect on pedestrians walking to/from the new bus stop and how might that change their desire to ride transit?

Using the Harrodsburg Road DCD model as a starting point, we will expand it to develop an area-wide model using TransModeler traffic simulation software from Caliper Corporation. TransModeler will allow us to conduct the big picture-type analyses but also can be used at a finely detailed (i.e. intersection) level of analysis. TransModeler also allows us to quantify the impacts of bus stops, pedestrian crossings and bicycles in the traffic stream. With regard to traffic operations, we will use this simulation tool to assess intersection operations using traditional metrics – delay, stops, queue length – but also to provide area-wide performance measures so that we can quantify the "ripple effect" that a change to the system might have. We will use the area-wide simulation model to accurately evaluate traffic signal timing plans.

It is important to point out that while traffic simulation software can model the impacts of alternative transportation modes – pedestrians, bicycles, and buses—on automobile traffic flow, it does not produce measures of effectiveness that relate directly to the experience of pedestrians, bicyclists and bus riders. In other words, going back to our previous example, simulation software may tell us the auto traffic impacts of relocating a bus stop, but it does not tell us how this will change the perceived traveler satisfaction for pedestrians, bicyclists and bus riders.

As a second tool, through use of the Highway Capacity Software, we will apply the Urban Street Facilities methodology of the Highway Capacity Manual. Among other metrics, this methodology also estimates Level of Service for each travel mode and incorporates the effects of changing one mode of travel on the other.

For both traffic tools, we will evaluate the following scenarios (Weekday A.M. Peak, Weekday P.M. Peak, Saturday Peak):

- Existing conditions (using the data collected in Task 1)
- Projected 2026 conditions with no improvements made
- Projected 2026 conditions with improvements

The LAMPO travel demand model will be used to develop the year 2026 projected traffic demand (this is the 10-year horizon that was mentioned previously).

Data collected in Task 1 (traffic counts, travel times, etc.) will be used to calibrate the traffic analysis tools so that they will accurately reflect observed conditions.

Task 4. Develop State of the System "Snapshot"

Based on data collected and the work done in Tasks 1 through 3, we will develop a "snapshot" of the state of the multi-modal transportation system of the Beaumont Centre study area. The snapshot will include:

- Identification of high crash areas and crash types
- Identification of congested areas, quantification of congestion (intersection delay, travel speed, queue lengths, Level of Service)
- Locations of multi-modal facilities – sidewalks, bike lanes, shared used paths, bus stops – and corresponding levels of service
- Origin-Destination "desire lines" depicting travel patterns and cut-through routes
- Other areas of concern – general safety, lack of connectivity, mobility issues, etc.
- Locations of planned future developments or anticipated land use change

The snapshot will be created for: 1) current conditions; and 2) a 2026 10-year horizon if no improvements were made. These two scenarios will form the basis for comparison with alternative transportation solutions and strategies. The snapshots will make extensive use of graphics and simplified charts so that they will be "public friendly."

Using the snapshot as a backdrop, we will work with stakeholders and the public to identify areas of concern. This is a favorite and frequent public involvement tool that we use in planning studies, where we form breakout groups, give each group a map, and ask them to identify the most important or most significant problem areas, along with suggestions for

Traffic signal timing and restricted left turns in key locations are just two short-term solutions we may consider as part of this project. Effective simulation modeling will help us determine if and how well such options will work.

improvements. We have found this to be a very successful way to engage the public and it fosters a sense of ownership in the process and its outcome by the community.

Task 5. Develop Solutions

The state of the system snapshot and identified areas of concern will provide the foundation for the development of multi-modal transportation solutions and strategies. These will be both short-term and long-term.

Short-Term Solutions

Let's face it: Anytime there is a study like this one that is visible to the public and has a commitment of financial resources, there is the public expectation that something will happen soon. While major capital projects take time to fund, develop and implement, there are low-cost short-term solutions that can be implemented relatively quickly and easily. On a current study of an urban arterial in West Virginia, Stantec recently recommended some "quick-hitting" solutions that will improve pedestrian safety in the vicinity of a regional hospital. Those recommendations included installing a pedestrian crosswalk, expanding a channelizing island to provide a pedestrian refuge, re-timing a traffic signal to provide better pedestrian crossing, and re-striping pedestrian crosswalks in a way that will make them more conspicuous.

Whether pedestrian, bicycle, transit or auto, we believe there are a number of short-term improvements in the Beaumont Centre area that could provide an immediate benefit. The following paragraphs describe a few preliminary examples to consider, although more will be developed over the course of the project. All options will be evaluated thoroughly by the project team and interested stakeholders before any formal recommendations are made. The following list represents a starting point for our discussions.

Traffic Signal Timing

We took a close look at traffic signal timing when we designed the nearby DCD interchange, so we'll take another look at traffic signal timing along the Harrodsburg Road corridor. We will also examine timing for Man o' War Boulevard. When we designed the new Harrodsburg Road/New Circle Road DCD interchange, we worked with the LFUCG Division of Traffic Engineering to implement traffic signal timing plans and we will do the same here. We understand that there is a delicate balance between moving traffic along Harrodsburg Road and getting traffic into and out of Beaumont Centre. Because we will have developed an area-wide traffic simulation model, we can eliminate some of the constraints in place at the time the DCD was constructed (e.g. phasing schemes, cycle lengths, etc.) and can evaluate innovative timing plans within this "virtual laboratory."

Restricted Travel Movements

We will consider restricting or eliminating some types of traffic movements (left turns, for example) that create localized congestion during peak periods. Again, with the simulation model already in place, we can test these types of improvements first before making a commitment to implementing them. Equally as important, we can identify and quantity the "ripple effect" with our tool— for example, if a particular left-turn is prohibited, where does the traffic go and what are those impacts? The model will tell us that.

Transit Enhancement

Are there public transit or shuttle options that can accommodate trips within Beaumont Centre and adjoining neighborhoods

Although there are some locations with crosswalks in Beaumont Centre, further improvements are needed to enhance mobility for bicyclists and pedestrians.

like Harrods Hill, Harrodsview, Indian Hills, and Quail Run? Something as simple as adding one or two stops to the existing LexTran route could have an impact. We will investigate this.

Identifying Gaps Using O-D Data

We will use the origin-destination data that we collect to identify travel patterns within, into and out of, and through the study area. We will overlay these results with the multi-modal transportation network to identify gaps in connectivity, especially with sidewalks and trails. These will lead to relatively low-cost projects that will improve connectivity, enhance public safety, and reduce congestion by removing auto trips from the street network.

Traffic Calming

We will examine traffic calming measures to reduce or "harmonize" speeds on residential streets, especially those that have become neighborhood cut-through routes.

Enhanced Pedestrian Amenities

We'll examine the feasibility of signalized pedestrian crossings along Beaumont Centre Circle or signalizing intersections like Beaumont Centre Circle/Beaumont Centre Lane so that pedestrians can cross safely, which would also potentially eliminate short-distance auto trips.

Long-Term Solutions

We have to be honest here: the Beaumont Centre area is mostly built out and there are numerous constraints to making large-scale infrastructure improvements. The new DCD interchange was a much-needed relief to what was the biggest bottleneck along the corridor, but there are other constraints. What can we do and where are the opportunities?

We need to begin with the big picture. The O-D data will help us understand where travelers are coming from and where they are going. This will be extremely important in helping us to prioritize where we should focus our efforts. Stakeholder and public feedback will help us do this as well.

To some extent we need to start with a blank canvas, at least for the sake of answering fundamental questions. For example, providing direct access to New Circle Road has been discussed in the past. Logistical issues aside, if that access were somehow provided, what would be the impact on the Harrodsburg Road/Beaumont Centre Parkway/Corporate Drive intersection? (This intersection has become a choke point along Harrodsburg Road since the DCD removed the bottleneck at New Circle Road.) Using the updated area-wide simulation model, we can provide a quantifiable answer to that question. From that point we can determine if it makes sense to consider this option any further.

We could also look at innovative intersection designs that can be implemented at the Harrodsburg Road/Beaumont Centre Parkway/Corporate Drive intersections. Stantec has had success with continuous flow intersections, jug handle intersections, and superstreet concepts in states outside of Kentucky. Similar to the DCD, these alternative intersection designs can improve traffic operations and safety, sometimes at a much lower cost than most other viable alternatives. The area-wide simulation model can tell us whether any of these concepts work from a traffic standpoint and from there we can determine if it makes sense to consider them further by talking with LFUCG, KYTC staff, and with Stantec professionals who have already designed/implemented such solutions in other areas.

Cut-through traffic occurs because major traffic-carrying arterials become clogged. It's human nature for drivers to seek out a path of least resistance, especially during peak times. Thus, a fundamental principle should be to look for ways to improve the capacity and efficiency of Harrodsburg Road and Man o' War Boulevard in order to reduce Beaumont Centre cut-through traffic. We will evaluate individual intersections and the corridors as a whole to identify possible operational improvements (such as lane additions) that could be made. Framed in a similar fashion as the others, we can ask the question: To what extent must we improve Harrodsburg Road and Man o' War Boulevard to reduce cut-through traffic?

With respect to safety, we'll examine the results of the crash analyses to identify types of crashes that can be reduced or eliminated through capital improvements. We'll also look at pedestrian and bicycle safety and identify potential improvements – additional lighting, multi-use paths, etc. – where neighborhood safety could be enhanced through transportation improvements.

For these and other types of improvement projects, we will develop a future (10-year) operational analysis and concept cost estimates that will be part of the overall solution prioritization process.

[illegible] Community

At Stantec, we design with community in mind. We don't just work in this community—we are a part of it. In that light, we're excited to become a more active part of the Beaumont Centre community when our two Lexington offices combine into one location this fall. Obviously we have a vested interest in this study and in delivering solutions that will make it even better.

We will extend this inside-out approach to the community involvement part of the study, which we really don't see as a separate task but instead as part of the entire fabric of the

project. We recognize that this project will involve more than just the general public. We will reach out to the following groups to learn more about their specific needs and interests:

- Neighborhood association presidents (from the LFUCG website, we've identified Beaumont Residential Association, Heritage Place, Harrods Hill, Quail Run, Harrodsview and Lexington Oaks as being within the defined Study Area, with several more adjacent to it)
- Business association leaders (obviously these are numerous along the corridor, especially when including Palomar Center and Corporate Center)
- General public (neighborhood residents plus those who travel through the area)
- Public agency stakeholders (Lexington-Fayette Urban County Government, Lexington-Fayette Urban County Council, Lexington Area Metropolitan Planning Organization, Kentucky Transportation Cabinet, Fayette County Schools, etc.)

We recognize that each of these groups has unique needs and concerns and we will structure our community involvement plan to address these.

Meetings

Based upon our interpretation of what is desired in the RFQ, we will conduct the following meetings as part of our community involvement plan.

Kickoff Meeting

At the onset of the study, we will conduct a project kickoff meeting with the public agency stakeholders listed previously. The purpose of the meeting will be to discuss study goals, expectations and desirable outcome, opportunities and constraints, and issues to be considered.

Public Meeting

We will conduct two sets of public meetings where each set will include separate meetings tailored for neighborhood association leaders, business association leaders, and the general public. At the first set of meetings, we'll identify community issues, goals, and limitations; identify areas of concern within the project area; and brainstorm for improvement options. At the second set of meetings, we will present potential solutions, costs, and their effectiveness; listen to feedback from all groups; and begin the process of prioritizing recommendations.

Our new office in Beaumont Centre will house state-of-the-art meeting facilities and we offer this as a location to hold the neighborhood association leaders and business association leaders meetings. Likely the public meetings will require a larger venue like Rosa Parks Elementary School, Paul Laurence Dunbar High School, or maybe even the Broadway Baptist Church.

Stakeholder Review Meeting

Before each public meeting is set, we will present the results of our analyses, identification and evaluation of alternative solutions, and recommendations to the public agency stakeholders (LFUCG, KYTC, and others).

Presentation to Council/Public

We will make a presentation of the study findings and solutions to the Lexington-Fayette Urban County Council at one of its regular meetings. It is presumed that this meeting will be open to the general public and that public input by the Council will be sought.

Community Engagement Site

We propose to use a web-based collaboration site such as mySidewalk (a community-based tool, www.mysidewalk.com) to convey information about the project, communicate events, gauge the "pulse" of the community about related issues, and facilitate public comment. Collaboration sites combine the best of project websites and social media into a single, efficient platform that we believe will be an extremely effective tool for this study.

Task 7. Prepare Project Deliverables

The RFQ lists several specific project deliverables. We propose the following set of deliverable packages, in a logically organized manner, which includes all of the individual deliverables listed:

1. "State of the System" Summary

- Crash analysis summary
- Existing traffic operational conditions (includes operational metrics such as delay, travel speed, stops, queue lengths, level of service)
- Multi-modal utilization
- Origin-destination results
- Future (10-year) operational conditions without recommended improvements
- Identified "Areas of Concern"

2. Multi-modal Transportation Improvements and Strategies

- Identification of alternatives
- Future (10-year) operational conditions with recommended improvements
- Evaluation and comparison of alternatives
- Development of recommended improvements
- Prioritized short-term improvements and cost estimates
- Prioritized long-term improvements and cost estimates by phase (design, right-of-way, utilities and construction)

3. Executive Summary

This will be a stand-alone brief summarizing the first two documents.

4. Project Data Appendix

As designated in the RFQ, project deliverables will be submitted in both hard copy (eight each) and electronic format.

The final report is more than a formality. It documents the process of the initial project development phase, informs decision makers, and is the foundation for advancing a project. We take steps to make sure the quality and readability of our reports matches the quality of our data and solutions. We routinely receive full marks on KYTC evaluations for the quality and accuracy of our work, particularly in areas pertaining to the report itself.

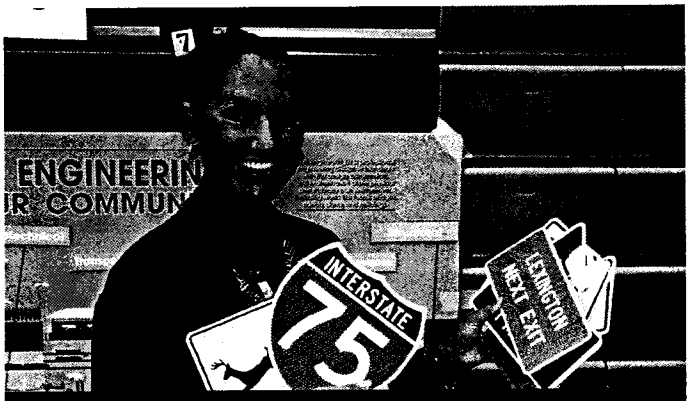
Stantec delivers award-winning professional engineering solutions from the Horse Capital of the World. We're committed to helping people live, work, and play better around the Bluegrass and especially in Lexington. Whether you've biked through Kentucky's first DCD on Harrodsburg Road, driven down Newtown Pike/Oliver Lewis Way in Lexington, or requested sewer capacity from Lexington's Capacity Assurance Program, you've experienced Stantec's work.

We employ more staff than any other engineering firm with offices in Lexington and many employees who work in our Lexington offices live here too. In addition to the staff shown in this proposal, we employ close to 200 full-time and part-time staff who work in transportation engineering, roadway design, structural design and inspection, geotechnical engineering and laboratory services, and much more. We have included recent copies of our SF330 Part II forms, which detail the number of staff we currently have in each office and the type of services they provide to a variety of Kentucky clients, including LFUCG.

To us, "being local" is more than just the degree of local improvement we provide. We've also invested our time, energy, and passion into serving the Lexington community. We are frequent volunteers for Red Cross, the Catholic Action Center, KET, and many more organizations that serve Lexington. The list at right highlights a few of the activities that we have been a part of over the past two years. As you can see, we also participate in volunteer activities that take place in Beaumont Centre, like the Big Brown Truck Pull and the Adopt-A-Highway Program.

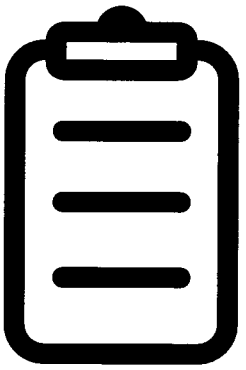
Stantec's Local Philanthropic Efforts

- Adopt A Highway along Harrodsburg Road at New Circle (since 2014)
- Big Brown Truck Pull for Special Olympics at Texas Roadhouse in Beaumont in 2014
- God's Pantry , 2-3 events every year since 2014
- Annual Stantec in the Community Day since 2013, which has included stream cleanup at Veteran's Park (2013), Habitat for Humanity Home Build (2014) and Habitat for Humanity Re-Store assistance (2015)
- Annual participation in Salvation Army Angel Tree Donations drive annually
- United Way of the Bluegrass
- Relay for Life participation since 2008
- Ronald McDonald House, multiple events throughout the year including general fundraising to cooking meals for families who are staying there
- Kentucky Blood Center Blood Mobile – twice a year or more
- KET TeleFund, annually since 2014
- Shamrock Shuffle sponsorship, co-presenter for 2016 Benefits Habitat for Humanity
- Kentucky River Sweep , 2015
- Sandwich Ministry for Community Inn



Stantec also visits Lexington schools to promote the importance of STEM education.

We donated $120,000 to the University of Kentucky's Civil Engineering Department to support upgrades to their teaching laboratories, which opened in 2015.



Required Forms

Signed Addendum #1

Signed Affidavit

Signed Equal Opportunity Agreement

Completed Workforce Analysis Form

Stantec US Equal Opportunity and Affirmative Action Policies

Firm Submitting Proposal Form

LFUCG MWDBE Participation Form

DBE Certificate for Abbie Jones Consulting (Subconsultant)

Signed General Provisions Form

Stantec Insurance Certificates

Stantec SF330 Part II Forms (proof of local employment)

Stantec Active KYTC Prequalification Letter

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#10-2016**

Date: March 9, 2016

Subject: Beaumont Centre-Harrodsburg Road Traffic Operations Study

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

KYTC pre-qualification in Traffic Forecasting and Traffic Simulation Modeling are also required.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 400 East Vine Street, Suite 300, Lexington, KY 40507

SIGNATURE OF BIDDER: Richard Sutherland

AFFIDAVIT

Comes the Affiant, Richard K. Sutherland (Stantec), and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Richard K. Sutherland 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.

Richard Sutherland

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Richard Sutherland on this the 21st day of March, 2016.

My Commission expires: 10-18-2018

Stephen Davis

NOTARY PUBLIC, STATE AT LARGE ID # 520236

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.

Richard Sutherland
Signature

Stantec Consulting Services Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Stantec Consulting Services Inc.

Date: 3 / 15 / 2016

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	29	25	1					1		27	2
Professionals	86	64	3		2			1	1	70	16
Operatives	2	2								2	
Laborers/Helpers	18	18								18	
Foremen											
Technicians	45	32	12	1						33	12
Protective Service											
Para-Professionals											
Office/Clerical	17	1	15			1				2	15
Skilled Craft	2	2								2	
Service/Maintenance											
Total:	199	144	44	5	2	3		2	1	154	45

Prepared by: Gina Putthoff, Senior Marketing Coordinator

Name & Title

Stantec

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.

Stantec

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.

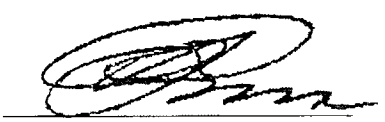
Pay Transparency

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.



Bob Gomes, CEO, Stantec

Firm Submitting Proposal: Stantec Consulting Services Inc.

Complete Address: 400 East Vine Street, Suite 300, Lexington KY 40507

Street City Zip

Contact Name: Tom Creasey Title: Project Manager

Telephone Number: 859-233-2100 Fax Number: 859-254-9664

Email address: tom.creasey@stantec.com

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 2016-10 Beaumont Ctr. Traffic Ops Study

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting abbie@abbie.jones.com 859-559-3443 1022 Fontaine Road Lexington, KY 40502	Traffic Counts/ Data Collection	TBD	10%
2.			
3.			
4.			

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

Stantec Consulting Services Inc.

Company

Richard Sutherland

Company Representative

March 28, 2016

Date

Richard K. Sutherland, Senior Principal

Title

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary
Kentucky Transportation Cabinet

COMMONWEALTH OF KENTUCKY

Transportation Cabinet

certifies that

ABBIE JONES CONSULTING, PSC d/b/a ABBIE JONES CONSULTING

1022 Fontaine Road, Lexington, KY 40502

has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

August 30, 2017

Next Review Date

DBE Branch Manager

Kentucky
UNBRIDLED SPIRIT™

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, safely 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.

Richard Sutherland
Signature

March 28, 2016
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2015

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 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

AON REED STENHOUSE INC.
900 - 10025 - 102A AVENUE
EDMONTON AB T5J 0Y2

CONTACT NAME: TAMMIE BESON
PHONE (A/C, No, Ext): 1-780-423-9462 FAX (A/C, No): 1-780-423-9876
E-MAIL ADDRESS: TAMMIE.BESON@AON.CA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: CERTAIN U/W'S AT LLOYDS OF LONDON	37540
INSURER F: (BEAZLEY)	

INSURED

STANTEC CONSULTING SERVICES INC.
400 EAST VINE STREET, SUITE 300
LEXINGTON KY 40507

COVERAGES **CERTIFICATE NUMBER:** 363 **REVISION NUMBER:**

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
E	PROFESSIONAL LIABILITY	N/A		QC1505150	08/01/15	08/01/16	CLAIM & AGGREGATE LIMIT	
	INCLUDING CONTRACTORS						$3,000,000 INCLUSIVE OF COSTS	
	POLLUTION LIABILITY			NO RETROACTIVE DATE			CLAIMS MADE BASIS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LEXINGTON, KY. E VINE STREET.

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2015

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 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

AON REED STENHOUSE INC.
AON RISK SERVICES CENTRAL, INC.
900 - 10025 - 102A AVENUE
EDMONTON, AB T5J 0Y2

CONTACT NAME: ANDREA OTTO
PHONE (A/C, No, Ext): 1-952-807-0679 FAX (A/C, No): 1-312-381-6608
E-MAIL ADDRESS: ANDREA.OTTO@AON.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988
INSURER C: ZURICH INSURANCE COMPANY	
INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988
INSURER E:	
INSURER F:	

INSURED

STANTEC CONSULTING SERVICES INC.
400 EAST VINE STREET, SUITE 300
LEXINGTON KY 40507

COVERAGES **CERTIFICATE NUMBER:** 746 **REVISION NUMBER:**

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL/CROSS LIABILITY [X] OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC			GLO5415704 XCU COVER INCLUDED	05/01/15	05/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/15	05/01/16	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		90-17043-06	05/01/15	05/01/16	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LEXINGTON, KY. VINE ST.

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. DUNS NUMBER
Stantec Consulting Services Inc.	2011	07-831-9330

2b. STREET	5. OWNERSHIP
400 East Vine Street, Suite 300	a. TYPE **Corporation**

2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS
Lexington	KY	40507-1532	**N/A**

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If block 2a is a branch office)*
Richard K. Sutherland, Senior Principal	**Stantec Inc.**

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS
(859) 233-2100	richard.sutherland@stantec.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER
ENTRAN, PLC	2006	06-156-4233

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) Firm	c. No. of Employees (2) Branch
02	Administrative	2948	20
05	Archaeologist	200	0
06	Architect	867	0
07	Biologist	257	0
08	CADD Technician	534	0
12	Civil Engineer	1040	3
14	Computer Programmer	164	2
21	Electrical Engineer	477	0
23	Environmental Engineer	450	0
24	Environmental Scientist	1001	0
27	Foundation/Geotechnical Engineer	134	0
29	GIS Specialist	180	0
30	Geologist	172	0
38	Land Surveyor	335	0
39	Landscape Architect	182	0
42	Mechanical Engineer	436	0
48	Project Manager	857	7
57	Structural Engineer	374	9
58	Technician / Analyst	1861	10
60	Transportation Engineer	212	6
	Other Employees	2549	0
	Total	**15230**	**57**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(See Below)*
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	7
A06	Airports, Terminals & Hangars, Freight Handling	8
B02	Bridges	9
C15	Construction Management	8
C18	Cost Est, Cost Eng and Analy; Para Costing; Frcst	5
D04	Design-Build; Preparation of Requests for Proposal	7
E09	EIS, Assessments of Statements	10
E11	Environmental Planning	9
G06	Graphic Design	6
H07	Highways; Streets; Airfield Paving; Parking Lots	10
L02	Land Surveying	8
P05	Planning (Comm., Regional, Areawide and State)	8
P06	Planning (Site, Installation, and Project)	8
R03	Railroad; Rapid Transit	9
S03	Seismic Designs & Studies	1
S09	Structural Design; Special Structures	7
S10	Surveying; Platting; Mapping; Flood Plain Studies	8
S13	Storm Water Handling & Facilities	7
T03	Traffic & Transportation Engineering	10
W03	Water Supply; Treatment and Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1.	Less than $100,000	6.	$2 million to less than $5 million
2.	$100,000 to less than $250,000	7.	$5 million to less than $10 million
3.	$250,000 to less than $500,000	8.	$10 million to less than $25 million
4.	$500,000 to less than $1 million	9.	$25 million to less than $50 million
5.	$1 million to less than $2 million	10.	$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
Richard Sutherland	**August 31, 2015**

c. NAME AND TITLE

Richard K. Sutherland, Senior Principal

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (6/2004)

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. DUNS NUMBER
Stantec Consulting Services Inc.	2007	80-986-3694

2b. STREET	5. OWNERSHIP
1409 North Forbes Road	a. TYPE
	Corporation

2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS
Lexington	KY	40511-2024	**N/A**

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If block 2a is a branch office)*
Mark A. Litkenhus, Senior Principal	

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS	
(859) 422-3000	mark.litkenhus@stantec.com	**Stantec Inc.**

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) Firm	c. No. of Employees (2) Branch
02	Administrative	2934	14
08	CAD Technician	534	6
12	Civil Engineer	1037	34
14	Computer Programmer	164	1
23	Environmental Engineer	450	4
24	Environmental Scientist	1001	1
27	Foundation/Geotechnical Engineer	143	15
28	Geodetic Surveyor	0	0
29	GIS Specialist	180	6
30	Geologist	172	5
39	Landscape Architect	182	0
47	Planner, Urban/Regional	172	0
48	Project Manager	857	6
57	Structural Engineer	374	2
58	Technician/Analyst	1863	20
60	Transportation Engineer	212	0
62	Water Resources Engineer	56	7
	Other Employees	4877	0
	Other Employees – Mechanic	3	3
	Other Employees - Diver	3	3
	Other Employees – Drillers/Drillers Helpers	16	16
	Total	**15230**	**143**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(See Below)*
B02	Bridges	9
C15	Construction Management	8
D01	Dams (Concrete; Arch)	6
D02	Dams *(Earth; Rock)*; Dikes; Levees	8
E09	EIS, Assessments of Statements	10
G04	GIS Services; Devel, Analysis and Data Collection	6
H07	Highways; Streets; Airfield Paving; Parking Lots	10
M06	Mining & Mineralogy	10
P05	Planning (Comm., Regional, Areawide and State)	8
R11	Rivers; Canals; Waterways; Flood Control	7
S04	Sewage Collection, Treatment and Disposal	9
S05	Soils & Geologic Studies; Foundations	7
S10	Surveying; Platting; Mapping; Flood Plain Studies	8
S13	Storm Water Handling & Facilities	7
T02	Testing & Inspection Services	8
W02	Water Resources; Hydrology; Ground Water	8
W03	Water Supply; Treatment and Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1.	Less than $100,000	6.	$2 million to less than $5 million
2.	$100,000 to less than $250,000	7.	$5 million to less than $10 million
3.	$250,000 to less than $500,000	8.	$10 million to less than $25 million
4.	$500,000 to less than $1 million	9.	$25 million to less than $50 million
5.	$1 million to less than $2 million	10.	$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

Mark A. Litkenhus

b. DATE

August 31, 2015

c. NAME AND TITLE

Mark A. Litkenhus, Senior Principal

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (6/2004)

TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

August 11, 2015

Mr. Richard Sutherland
Stantec Consulting Services, Inc.
400 E. Vine Street, Suite 300
Lexington, KY 40507

Dear Mr. Sutherland:

The Cabinet's Consultant Prequalification Committee wishes to inform you that your qualifications to perform services for the Kentucky Transportation Cabinet have been updated to include the following:

Rural Roadway Design
Urban Roadway Design
Surveying
Advanced Traffic Engineering Design
Structure Design spans under 500'
Structure Design spans greater than 500'
Traffic Engineering Services
Electrical Engineering Traffic Signal Services
Electrical Engineering Roadway Lighting Services
Highway Planning Services
Transportation Corridor & Systems Planning
Traffic Data Collection
Traffic Forecasting
Travel Demand and Simulation Modeling
Pedestrian and Bicycle Facility Planning & Design
Congestion Management
Geotechnical Drilling Services
Geotechnical Engineering Services
Geotechnical Laboratory Testing Services (conditional)
In-depth Structure inspection
Underwater Structure Inspection
Aviation Systems Planning

Airport Master Planning
Airport Design
Airport Project Inspection
Airport Noise Analysis
Fisheries
Macroinvertebrates
Water Quality
Botany
Zoology
Wetlands
Highway Noise
Air Quality Analysis
Socioeconomic Analysis
EIS Writing and Coordination
UST & HAZMAT Site Analysis
Preliminary Site Assessment
Site Recon./Sampling
Leak Detection/ Monitoring
Tank Removal/Disposal
Laboratory Services
Remediation Services
Stream Mitigation

Your firm remains eligible to be considered for contract negotiations whenever the Cabinet's needs required consulting engineering services of the type for which your firm has been prequalified to perform.

Please note that July 1, 2016 is the Anniversary Date of your firm's qualifications. It will be your responsibility to renew your firm's qualifications on your anniversary date. This letter will be the only notification by this agency of the need for your firm to renew its qualifications.

Sincerely,

Ashley Dezarn
For
Clairessa Hamilton
Consultant Prequalification Committee

M E M O R A N D U M

TO: Clairessa Hamilton
Division of Professional Services

FROM: Bart Asher, P.E.
Geotechnical Branch Manager
Division of Structural Design

DATE: July 2, 2015

SUBJECT: Stantec Consulting Services, Inc.

At your request, the Geotechnical Engineering Staff has reviewed the updated prequalification application and recommends the following:

Geotechnical Engineering Services – Approval
Geotechnical Drilling Services –Approval
Geotechnical Laboratory Services – Approval *

* The Lexington and Louisville labs may be used on KYTC projects. However, the Louisville lab may not perform AASHTO test methods T216, T296, & T297.

If there are any questions, please advise.

cc: M. Blevins
D. Beckett
K. Veenstra

Our new home at Beaumont Centre will unite 180 Stantec employees from two Lexington offices under one roof.

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

The Stantec community unites more than 15,000 employees working in over 250 locations. We collaborate across disciplines and industries to bring buildings, energy and resource, environmental, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

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

Stantec

EXHIBIT C – REVISED SCOPE OF WORK AND REVISED MAN-HOUR/FEE PROPOSAL FOR COMPLETED TASKS DEFINED WITHIN RFQ #10-2016

REVISED SCOPE OF WORK, DATED JUNE 1, 2016 (7 PAGES)

REVISED MAN-HOUR/FEE PROPOSAL, DATED MAY 27, 2016 (1 PAGE)

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Stantec

Exhibit C

BEAUMONT CENTRE TRAFFIC STUDY SCOPE OF WORK

As part of the proposal process, Stantec has identified four main objectives of the study:

- Create a "snapshot" of the multimodal (autos, pedestrians, bicycles, buses) transportation system within and adjacent to the Beaumont Centre area. From this snapshot, identify areas of concern that entail needs and deficiencies.
- Develop and assess the effectiveness of candidate multimodal transportation solutions.
- Develop a prioritized list of multimodal solutions.
- Integrate community involvement into the process.

The activities to accomplish these objectives are described below:

TASK 0. PROJECT MANAGEMENT

Stantec will apply its 10-point Project Management Framework to ensure quality, manage risk, and establish protocols for communication, documentation, and safety. Project Manager Tom Creasey will be responsible for leading or performing activities under this task to include development and dissemination of a Project Plan, holding regular internal team meetings and conference calls, financial management, monthly reporting and invoicing, and client communication.

TASK 1. PERFORM DATA COLLECTION AND RESEARCH

As identified in the Request for Qualifications, the study area is bounded by Man o' War Boulevard, Harrodsburg Road (US 68), New Circle Road (KY 4), and the area just south of Parkers Mill Road (KY 1968).

Stantec will be moving its Lexington offices to Beaumont Centre in fall 2016. This will offer the flexibility to conduct field reviews from the various multimodal perspectives – pedestrians, bicyclists, and bus riders, along with automobile drivers and passengers. We will see and experience what travelers do every day.

Traffic counts will be collected at designated locations within the study area. Analysis periods are defined as:

- Weekday A.M. Peak (6:30 a.m. to 9:30 a.m.)
- Weekday P.M. Peak (4:00 p.m. to 7:00 p.m.)

Stantec

Turning movement and vehicle classification counts, bicycle counts, and pedestrian counts shall be collected at the following study area intersections:

1. Beaumont Centre Pkwy. @ Harrodsburg Rd.
2. Beaumont Centre Pkwy. @ Fieldstone Way
3. Beaumont Centre Pkwy. @ Beaumont Centre Cir.
4. Harrodsburg Rd. @ Pasadena/Alexandria Dr.
5. Harrodsburg Rd. @ Fort Harrods Dr.
6. Harrodsburg Rd. @ Wellington Way
7. Harrodsburg Rd. @ Man o' War Blvd.
8. Harrodsburg Rd. @ New Circle Rd.
9. Man o' War Blvd. @ Lyon Dr.
10. Man o' War Blvd. @ Fort Harrods Dr.
11. Man o' War Blvd. @ Beaumont Centre Ln.
12. Beaumont Centre Circle @ Monarch St.
13. Beaumont Centre Circle @ Lakecrest Cir.
14. Beaumont Centre Circle @ Snaffle Dr.
15. Beaumont Centre Parkway @ Malone Dr.
16. Beaumont Centre Circle @ Beaumont Centre Lane
17. Malone Dr. @ Fort Harrods Dr.
18. Old Field Way @ Beaumont Centre Lane
19. Snaffle Dr. @ Ft. Harrods Dr.

These are shown on the map in **Figure 1**. Additionally, 24-hour directional traffic counts will be collected along key road segments identified at the following locations:

A. New Circle Road north of Harrodsburg Road
B. New Circle Road south of Harrodsburg Road
C. Harrodsburg Road northeast of Alexandria Drive/Pasadena Drive
D. Alexandria Drive northwest of Harrodsburg Road
E. Pasadena Drive southeast of Harrodsburg Road
F. Harrodsburg Road between Corporate Drive/Beaumont Centre Parkway and Fort Harrods Drive
G. Harrodsburg Road between Fort Harrods Drive and Wellington Way
H. Man o' War Boulevard between Harrodsburg Road and Lyon Drive
I. Man o' War Boulevard between Lyon Drive and Ft. Harrods Drive
J. Beaumont Centre Lane between Man o' War Boulevard and Malone Drive/Roswell Drive

Revised June 1, 2016

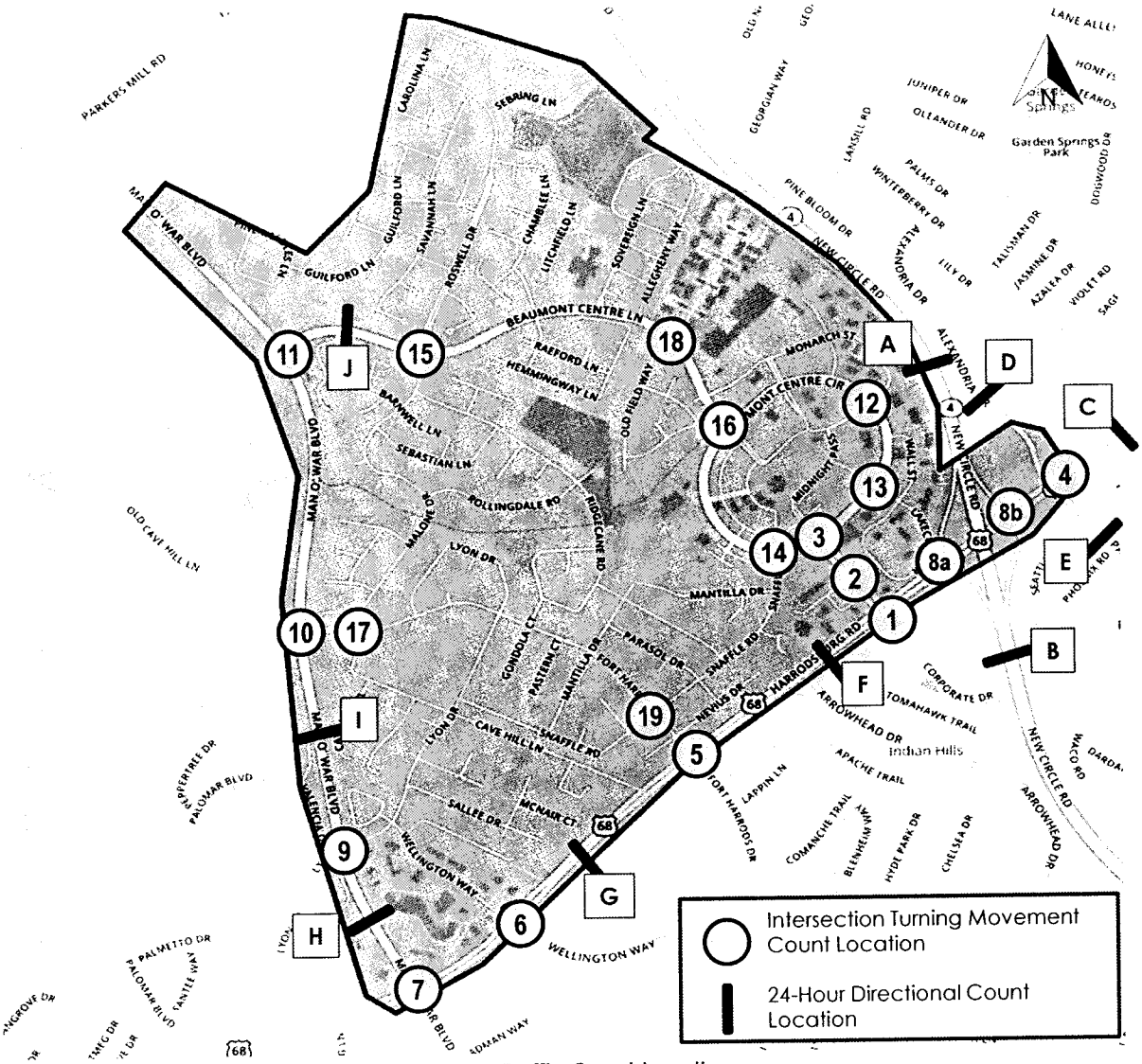

Figure 1. Traffic Count Locations

At key locations, Stantec will record the extent of traffic queues, which will assist in the development and calibration of traffic analysis tools.

Stantec will obtain available relevant data from the LFUCG Divisions of Planning and Traffic Engineering. These will include traffic studies for proposed developments, Synchro files containing signal timing plans and turning movements, travel speeds (i.e. travel; time data) from established BlueTOAD devices in the corridor, and the Lexington Area MPO (LAMPO) travel demand model. Stantec is intimately familiar with the LAMPO model already, as it was part of the consultant consortium that recently updated the model. The RFQ states that the model will be used to develop a future traffic model with a 10-year horizon. Stantec will perform this activity.

Stantec

Stantec will obtain available GIS data from the LFUCG, as mentioned in the RFP. Of pertinent interest will be GIS coverages for parcels, existing and proposed land uses, property use codes, right-of-way, utilities, roadway features, sidewalks, property ownership, and aerial imagery.

As a final step, Stantec will identify multimodal facilities within and adjacent to the study area – sidewalks, pedestrian crossings, bike lanes (exclusive and shared-use), multi-use paths, and bus stops. Through our traffic counts we will also identify usage of the multimodal facilities. This analysis will serve as the basis for identifying potential connectivity enhancements to the area.

TASK 2. CONDUCT CRASH ANALYSIS

An analysis of the crash data obtained in Task 1 will be conducted. For intersection and roadway segments, Stantec will compute individual crash rates and compare those with average statewide crash rates for similar types of facilities. Stantec will identify causative factors at these locations and will prepare intersection crash maps and study area thematic maps that will be used to identify those causative factors and develop potential solutions. The crash analysis will include any pedestrian and bicycle crashes that may have occurred over the three-year period.

TASK 3. DEVELOP TRAFFIC ANALYSIS TOOLS

Stantec will obtain the existing Harrodsburg Road Synchro files for the Harrodsburg Road corridor and will update those files to include:

- Current traffic counts collected for this project
- Additional study area intersections, including those along Man o' War Boulevard (see Figure 1) and the intersections internal to Beaumont Centre

For both traffic tools, Stantec will evaluate the following scenarios (Weekday A.M. Peak and Weekday P.M. Peak):

- Existing conditions (using the data collected in Task 1)
- Projected 2026 conditions with no improvements made
- Projected 2026 conditions with improvements

The LAMPO travel demand model will be used to develop 10-year growth factors. These growth factors will be applied to existing 2016 traffic counts to create the projected 2026 traffic demands.

For all scenarios developed and evaluated (including base conditions), Stantec will provide corresponding Synchro 9 (or compatible) files to the LFUCG at the completion of the study.

TASK 4. ASSESS EXISTING AND FUTURE NO BUILD CONDITIONS

The Synchro models developed for the study will be used to provide an assessment of traffic operations for: 1) current conditions; and 2) the 2026 10-year horizon if no improvements were made. These two scenarios will form the basis for comparison with alternative transportation solutions and strategies. Performance measures will include:

- Intersection control delay and level of service
- Intersection approach 95th-percentile queues
- Arterial average travel speed, percent of base free-flow speed, no. of stops/stop rate, and level of service

TASK 5. DEVELOP SNAPSHOT AND IDENTIFY AREAS OF CONCERN

Based on data collected and the work done in Tasks 1 through 4, Stantec will develop a "snapshot" of the state of the multimodal transportation system of the Beaumont Centre study area. The snapshot will include:

- Identification of high crash areas and crash types
- Identification of congested areas, quantification of congestion (intersection delay, travel speed, queue lengths, level of service)
- Locations of multimodal facilities – sidewalks, bike lanes, shared use paths, bus stops
- Other areas of concern – general safety, lack of connectivity, mobility issues, etc.
- Locations of planned future developments or anticipated land use change

From this snapshot, "areas of concern" will be identified making extensive use of graphics and simplified charts.

TASK 7. DEVELOP RECOMMENDED SOLUTIONS

The state of the system snapshot and identified areas of concern will provide the foundation for the development of multimodal transportation solutions and strategies. These will be both short-term and long-term.

Short-Term Solutions

It is believed there are a number of short-term improvements in the Beaumont Centre area that can provide an immediate benefit. The following paragraphs describe a few preliminary examples to consider, although more will be developed over the course of the project. All options will be evaluated thoroughly by the project team and interested stakeholders before any formal recommendations are made. The list below represents a starting point for discussion.

Traffic Signal Timing

Stantec will closely examine signal operations along Harrodsburg Road and Man o' War Boulevard. Particular attention will be focused on the section of Harrodsburg Road between Alexandria Drive/Pasadena Drive and Beaumont Centre Parkway/Corporate Drive, which includes the DCD interchange.

Restricted Travel Movements

Stantec will consider restricting or eliminating some types of traffic movements (left turns, for example) that create localized congestion during peak periods.

Traffic Calming

Stantec will examine traffic calming measures to reduce or "harmonize" speeds on residential streets, especially those that have become neighborhood cut-through routes.

Enhanced Pedestrian Amenities

Stantec will examine the feasibility of signalized pedestrian crossings along Beaumont Centre Circle or signalizing intersections like Beaumont Centre Circle/Beaumont Centre Lane so that pedestrians can cross safely, which would also potentially eliminate short-distance auto trips.

Based on early field review and assessment of existing conditions, a list of candidate improvements that are relatively low-cost and easily implemented will be developed.

Long-Term Solutions

Stantec will examine innovative intersection designs that can be implemented at the Harrodsburg Road/Beaumont Centre Parkway/Corporate Drive intersections.

Cut-through traffic occurs because major traffic-carrying arterials become clogged. It's human nature for drivers to seek out a path of least resistance, especially during peak times. Thus, a fundamental principle should be to look for ways to improve the capacity and efficiency of Harrodsburg Road and Man o' War Boulevard in order to reduce Beaumont Centre cut-through traffic. Stantec will evaluate individual intersections and the corridors as whole to identify possible operational improvements (such as lane additions) that could be made.

With respect to safety, Stantec will examine the results of the crash analyses to identify types of crashes that can be reduced or eliminated through capital improvements. Stantec also will look at pedestrian and bicycle safety and identify potential improvements – additional lighting, shared-use paths, etc. – where neighborhood safety could be enhanced through transportation improvements.

For these and other types of improvement projects, Stantec will develop a future (10-year) operational analysis and concept cost estimates that will be part of the overall solution prioritization process. For each of the alternatives developed, pro's and con's associated with the alternatives will be identified. The list of recommended solutions will be confined to Harrodsburg Road and Man o' War Boulevard within the defined study area, as well as the Beaumont Centre internal the street system. Recommendations will not include modifications to New Circle Road nor its interchange with Harrodsburg Road.

TASK 8. FACILITATE COMMUNITY INVOLVEMENT

The following meetings will be conducted as part of the community involvement plan.

Kickoff Meeting

At the onset of the study, Stantec will conduct a project kickoff meeting with the public agency stakeholders listed previously. The purpose of the meeting will be to discuss study goals,

expectations and desirable outcome, opportunities and constraints, and issues to be considered.

Project Team Meetings

A project team will be established to provide input and guidance to the consultant team. The project team will include representatives from the LFUCG (Traffic Engineering, Engineering, and Planning), the Lexington Area Metropolitan Planning Organization, and the Kentucky Transportation Cabinet. Three (3) project team meetings will be held during the course of the study.

Stakeholder Review Meeting

Before each meeting set to the public, Stantec will present the results of our analyses, identification and evaluation of alternative solutions, and recommendations to the public agency stakeholders (LFUCG, KYTC, and others). Additionally, four (4) meetings will be set aside for ad hoc meetings with public officials such as Lexington-Fayette Urban County Council members, other elected officials, and local government officials, as requested.

TASK 9. PREPARE PROJECT DELIVERABLES

A draft final report will be prepared. The final report will include:

- Identification of alternatives
- Future (10-year) operational conditions with recommended improvements
- Evaluation and comparison of alternatives
- Development of recommended improvements (both short-term and long-term) and opinions of probable cost
-

A draft final report will be submitted to the project team for review. After receiving review comments from the LFUCG, the report will be finalized and submitted.

Executive Summary

This will be produced as a stand-alone brief summarizing the first state of the system and development, evaluation, recommendation and prioritization of alternatives.

Project Data Appendix

As designated in the RFQ, project deliverables will be submitted in both hard copy - eight (8) each - and electronic format. All relevant project data, including community engagement materials and feedback, will be included in a project data appendix.

Beaumont Centre Traffic Study
Revised Man-Hour/Fee Proposal

Activity	Principal & Proj. Mgr.	Sr. Quality Engr.	Sr. Traffic Engineer	Sr. Traffic Modeler	Sr. Transp. Engr.	Transp. Engineer	Engineer Intern	Production Hour Totals
0. Project Management	32							32
1.0 Data Collection	4	0	0	0	4	21	14	43
1.1 Coordinate Intersection Turning Movement Counts						2		2
1.2 Coordinate 24-Hour Directional Counts						2		2
1.3 Data Processing and Checking						2	4	6
1.4 Obtain/Review Available GIS Data						1	2	3
1.5 Obtain/Review Crash Data	1					2		3
1.6 Obtain/Review Traffic Signal Timing Plans	1					4		5
1.7 Perform Field Reviews	2			0	4	8	8	22
2.0 Conduct Crash Analysis	**2**	**4**	**0**	**0**	**0**	**40**	**24**	**70**
2.1 Calculate Crash Frequencies, Rates	1					16		17
2.2 Prepare Collision Mapping	1	4				24	24	53
3.0 Develop Traffic Analysis Tools	**8**	**0**	**28**	**8**	**0**	**40**	**56**	**140**
3.1 Expand Existing Synchro Models	4		16	0		24	40	84
3.2 Develop 10-Year Traffic Growth Factors	2			8		4	4	18
3.3 Develop Year 2026 No Build Synchro Models	2		12	0		12	12	38
4.0 Assess Existing and Future No Build Conditions	**2**	**0**	**0**	**0**	**20**	**20**	**36**	**78**
4.1 Assess Existing Conditions	1				16	16	24	57
4.2 Assess Future 2026 No Build Conditions	1				4	4	12	21
5.0 Develop "Snapshot" and Identify Areas of Concern	**5**	**0**	**11**	**0**	**0**	**18**	**22**	**56**
5.1 Identify Safety Deficiencies	1		4			4	4	13
5.2 Identify Congested Areas and Capacity Deficiencies	1		4			4	4	13
5.3 Identify Multimodal Deficiencies	1					4	4	9
5.4 Identify Connectivity Issues	1		2			2	2	7
5.5 Produce Summary Graphics	1		1			4	8	14
6.0 Develop Recommended Solutions	**6**	**0**	**44**	**8**	**80**	**40**	**16**	**194**
6.1 Short-Term Solutions								
6.1.1 Identify Short-Term Solution Alternatives	*1*		*16*		*24*	*16*		*57*
6.1.2 Evaluate Short-Term Solution Effectiveness	*1*		*2*	*4*		*4*	*8*	*19*
6.1.3 Develop Short-Term Solution Cost Estimates	*1*				*16*			*17*
6.2 Long-Term Solutions								
6.2.1 Identify Long-Term Solution Alternatives	*1*		*24*		*24*	*16*		*65*
6.2.2 Evaluate Long-Term Solution Effectiveness	*1*		*2*	*4*		*4*	*8*	*19*
6.2.3 Develop Long-Term Solution Cost Estimates	*1*				*16*			*17*
7.0 Community Involvement	**22**	**0**	**22**	**2**	**2**	**22**	**2**	**72**
7.1 Project Kickoff Meeting	2		*2*	2	*2*	2	2	12
7.2 Project Team Meetings	6	0	6	0	0	6	0	18
7.2.1 Project Team Meeting #1	*2*		*2*			*2*		6
7.2.2 Project Team Meeting #2	*2*		*2*			*2*		6
7.2.3 Project Team Meeting #3	*2*		*2*			*2*		6
7.3 Stakeholder Review Meetings	4		4			4		12
7.3.1 Stakeholder Review Meeting #1	*2*		*2*			*2*		6
7.3.2 Stakeholder Review Meeting #2	*2*		*2*			*2*		6
8.0 Prepare Final Report	**15**	***10***	***33***	***1***	***32***	***33***	***12***	**136**
8.1 Prepare Draft Final Report	12	6	32		32	28	8	118
8.2 Conduct Internal & Project Team Review	1	2	1	1		1		6
8.3 Submit Final Report, Executive Summary and Project Data Appendix	2	2				4	4	12
Total Man-Hours	**96**	**14**	**138**	**19**	**138**	**234**	**182**	**821**
Labor Rate	$ 83.17	$ 60.79	$ 51.00	$ 46.49	$ 43.42	$ 34.01	$ 15.50	
Pecent of Total Man-Hours	*11.7%*	*1.7%*	*16.8%*	*2.3%*	*16.8%*	*28.5%*	*22.2%*	*100.0%*

Direct Expenses

Abbie Jones - Traffic Counts	$ 17,100.00
Other Direct Expenses	$ 900.00
Total Direct Expenses	$ 18,000.00

Labor Cost	$ 33,527.99
Overhead @ 177.47%	$ 59,502.12
Profit @ 15%	$ 13,954.52
Direct Expenses	$ 18,000.00
Lump Sum Fee	$ 124,984.63