



**LEXINGTON**

**RFP-25-2023**

**Stantec**

**Stantec Consulting Services Inc.**

**Supplier Response**

**Event Information**

Number: RFP-25-2023  
Title: Engineering Services for the Furlong Drive Greenway BMP Project  
Type: Request For Proposal  
Issue Date: 4/26/2023  
Deadline: 5/17/2023 02:00 PM (ET)

**Contact Information**

Contact: Brian Marcum  
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## Stantec Information

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jason Maxwell

*Signature*

*Submitted at 5/17/2023 12:09:22 PM (ET)*

jason.maxwell@stantec.com

*Email*

## Response Attachments

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**STANTEC\_RESPONSE\_RFP\_25\_2023\_20230517.pdf**

Stantec Response to RFP 25-2023



Furlong Drive

Lexington, KY



# Furlong Drive Greenway BMP Project

RFP #25-2023

PREPARED FOR: LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

MAY 17, 2023



*Wolf Run flowing underneath Beacon Hill Road. Stantec's design will evaluate options to reduce the extensive amount of gross debris collecting under the road (and attributing to upstream flooding from the reduced flow capacity).*



SECTION 1

# Letter of Transmittal



*Lexmark Rainwater Harvest System - completed with a FY2013 LFUCG Stormwater Quality Projects Incentive Grant (completed by Stantec/Ridgewater Design/Build Team). Project was recognized with the 2019 ACEC Grand Conceptor Award.*

May 17, 2023

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

**RE: Request for Proposal for RFP#25-2023 – Engineering Services for the Furlong Drive Greenway BMP Project**

Dear Mr. Marcum,

We are pleased to present this proposal to provide a Proposal for the Lexington-Fayette County Urban Government (LFUCG) Furlong Drive Greenway Best Management Practice (BMP) Project. This proposal highlights our qualifications and experience with similar projects and outlines our detailed approach and schedule for completing the work.

Joining our Project Team are three firms experienced in execution of projects local to Lexington:

- **Ridgewater LLC (Ridgewater):** The Ridgewater/Stantec design-build team has completed nearly 30 projects over the past decade, including the Feasibility Study for this project. Ridgewater brings insight to real-life execution of water quality construction projects.
- **Vision Engineering LLC (Vision):** Vision has partnered with Stantec on over ten projects over the past five years. The addition of Vision to our Project Team allows us to meet your Minority-Owned Business Enterprise (MBE) procurement goals for this project.
- **Lone Camel PLLC (Lone Camel):** Lone Camel has partnered with Stantec before on other projects for LFUCG. The addition of Lone Camel fulfills your Veteran-Owned Business (VOB) goals.

We are excited for the opportunity to continue supporting LFUCG on this important project. We look forward to designing and constructing an off-line channel along Wolf Run, establishing a wetland pool, and implementing water quality BMPs within the greenway – improvements built-upon the Feasibility Study that we completed in 2021. We have reviewed your RFP and make no exceptions to the project requirements. If you have questions, please contact us.

Sincerely,

Stantec Consulting Services Inc.



Jason Maxwell, PE  
Principal



Sam Lee, PE  
Project Manager

**26,000+**  
employees globally

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**350+**  
employees in Kentucky

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**400+**  
locations worldwide

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**2**  
locations in Kentucky

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**50+**  
years supporting  
Kentucky infrastructure



Alumni Drive

Lexington, KY

SECTION 2

# Firm Qualifications



*University of Kentucky Alumni Drive BioSwale - completed with a FY2018 LFUCG Stormwater Quality Projects Incentive Grant (completed by Stantec/Ridgewater Design/Build Team). Our Project Team is experienced with the use of native (and colorful) vegetation in our designs.*

## 2. Firm Qualifications

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.

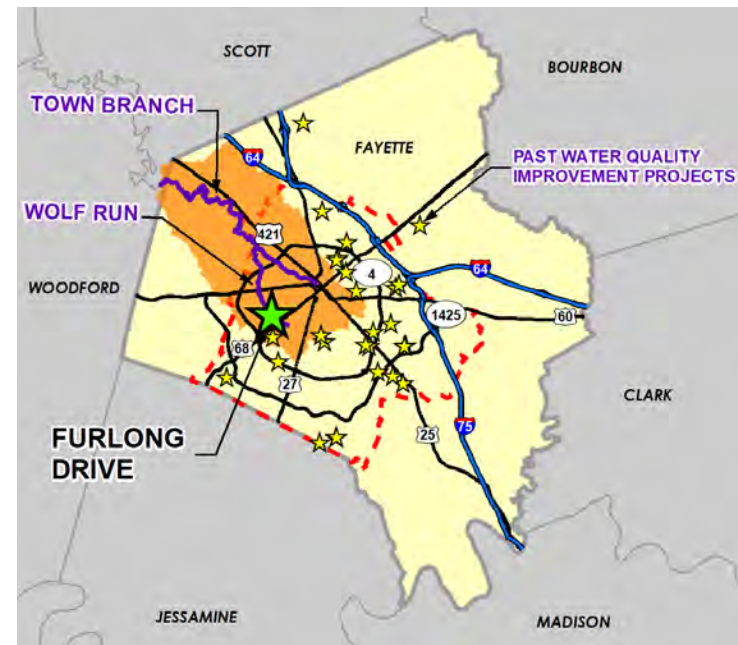
Stantec brings this nationwide experience in water resources to support our municipal clients in Kentucky – we provide core service offerings in water resources and civil engineering through a combined staff of almost 350 in our Lexington and Louisville offices. More importantly, we have built a team of experts who have considerable project success with LFUCG with nearly 30 projects completed within Fayette County. Special capabilities from our project team include:

- Expertise in stormwater quality projects special-fit for Lexington – we have completed nearly 30 projects focused on best management practices including stream restoration, wetland construction, rainwater harvesting, floatable trash collection, and green-infrastructure retrofits.
- A time-tested partnership with our design-build partner, Ridgewater, with whom we have completed five stream restoration projects, multiple stormwater improvements, and other construction projects over the past 10-years.
- The best land-surveying subconsultant, Vision, in Fayette County, who have completed multiple projects in the surrounding area.
- Environmental permitting and related services including bat surveys, wetland delineations, habitat assessments, etc.
- Geotechnical engineering, including eight field crews, 25 drill rigs and a USACE-validated soils and rock testing laboratory in our Lexington office.

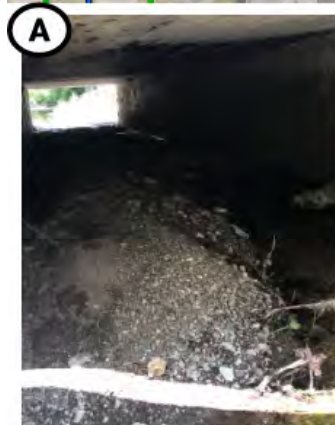
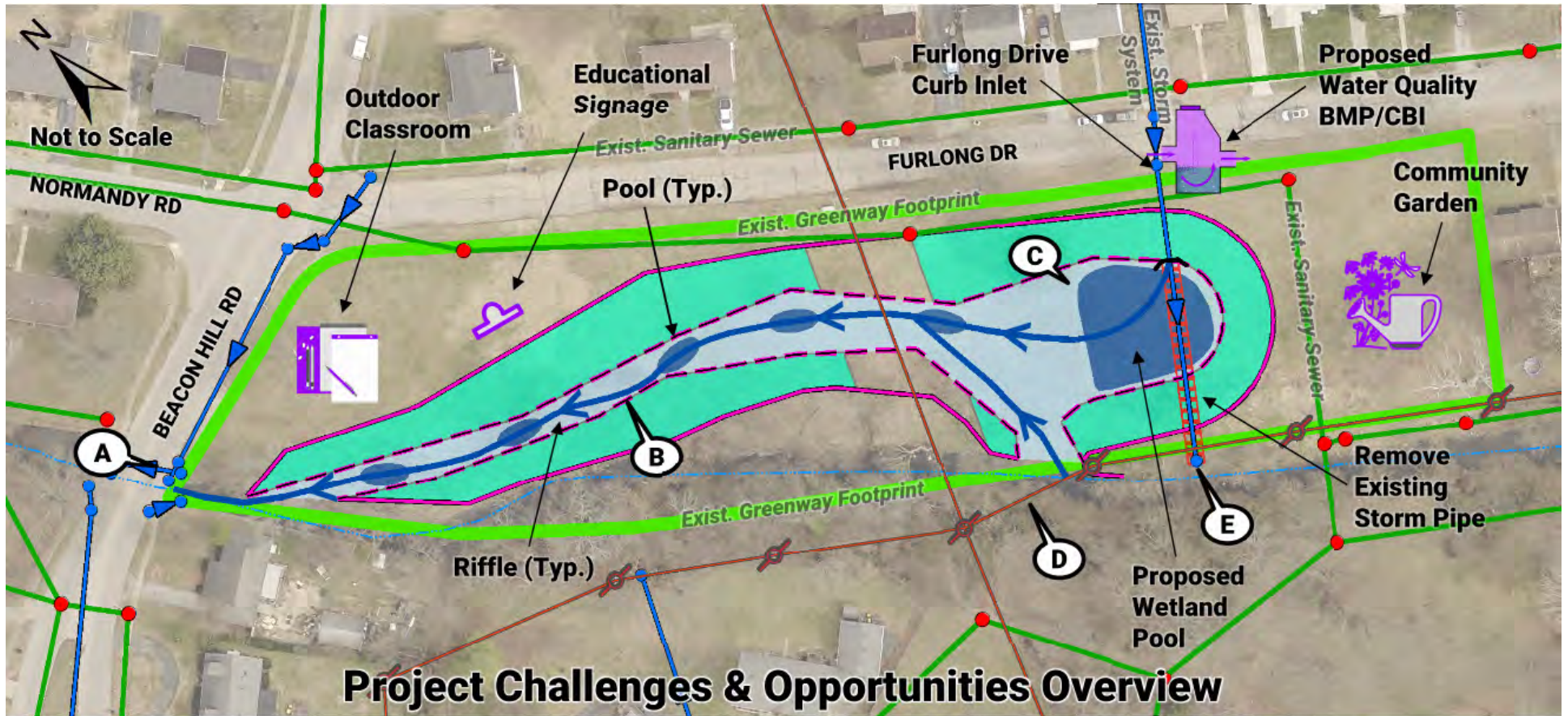
The bottom line – **our team is the best qualified** to assist LFUCG in completing this project. We understand the challenges for this project and the opportunity to vastly improve both the greenway and Wolf Run, for the whole community to enjoy. Following up on our Feasibility Study, our Project Team has sketched key project challenges (see the next page).



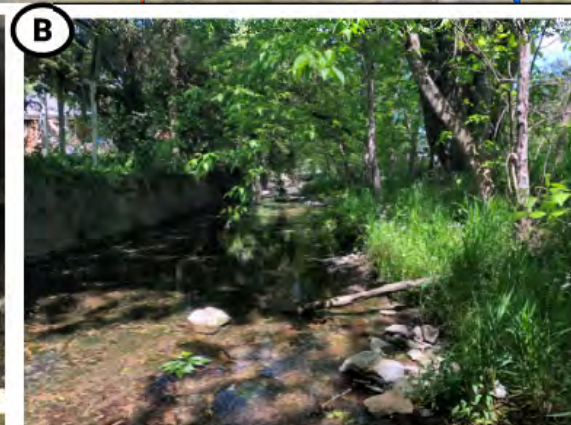
*Sam Lee, PE (proposed Project Manager and Engineer of Record) and Stantec developed the proposed alternative and completed the feasibility study.*



*Our Project Team has completed nearly 30 water quality improvement projects in Lexington, KY.*



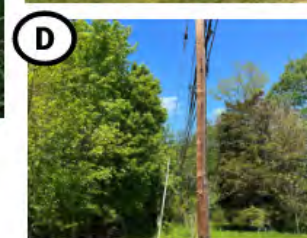
**A** Sediment has accumulated downstream at the Beacon Hill Road culverts, restricting flow capacity.



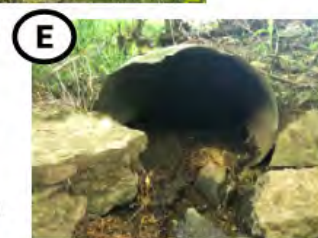
**B** Creating an offline stream channel would supplement the existing channel, creating a system of pools and riffles. This would provide aquatic habitat, increase oxygenation, and slow instream velocities.



**C** Existing open green space has the potential for a stormwater wetlands area to intercept, redirect, and detain runoff. It also creates areas for the community to enjoy, such as an outdoor classroom and community garden.



**D** Existing overhead electric lines and underground utilities such as gas, electric, and potable water could pose challenges during construction.



**E** There has been significant damage to the existing outlet pipe from Furlong Drive as well as a buildup of sediment.

FIRM QUALIFICATIONS



## Why We Will Be Successful

A significant benefit of the Stantec Team is our past experience and knowledge of the Project. As a result, our Team is well-positioned to immediately move forward without excessive demands on LFUCG's staff time to get up to speed. Specifically, our Team's experience includes:

- We were responsible for completing the Feasibility Study for this project. Continuing with much of the same project team personnel who have strong familiarity with the project needs, will result in a diminished learning curve in "getting up to speed". In other words, we are dedicated to finishing what we started.
- In our Feasibility Study we collected existing infrastructure data, stream geometry data, performed preliminary calculations, procured plans, and developed the conceptual alternatives for the proposed project. A detailed design concept has already been formed by the project team - we can be efficient and complete this project within the budget and time frame allotted in your RFP.
- Our Design-Build partner, Ridgewater, has completed stream restoration and BMP projects within the Wolf Run watershed, notably the tributary along Alumni Drive by Kroger Field. Our Land Surveying partner, Vision, has completed survey services for the surrounding area and Lexington for decades.

Individuals on our Project Team were specifically selected based on their project experience with a proven project approach capable of meeting the schedule milestones in your RFP. Key success factors for this project are highlighted in the following pages.

The technique is simple:

**STANTEC**  
**DESIGNS**  
**RIDGEWATER**  
**BUILDS**  
**LFUCG SUCCEEDS**

## Design

Understanding not only Wolf Run's hydraulics, but also that of the Furlong Drive stormwater drainage network, is critical to the development of the project in that it forms the basis of design. Accurate calculations of potential in-stream and stormwater discharges have a direct impact on the construction capital cost and stability of the completed project. Our team has identified the following success factors to achieve successful project performance:

- Design Criteria – utilize the LFUCG Stormwater Manual to develop 10-, 25-, and 100-year discharges from the 37-acre drainage area flowing under Furlong Drive to Wolf Run. Obtain peak discharges for Wolf Run from applicable sources (US Army Corps of Engineers, FEMA, etc.). Apply additional storage volume required for the large storm events to the off-line channel and wetland pool geometry.
- With Community in Mind – our project team, led by Lone Camel, will collaborate with LFUCG and other key stakeholders to verify that the neighborhood and community are happy and will enjoy the entire greenway. Design features include an outdoor classroom / recreational area, a community garden, and educational signage.
- Supporting Documentation – provide LFUCG the required deliverables at or before the schedule deadline, including but not limited to design plans, EPSC and SWPP plans, opinions of probable construction cost, and planting plans.

## PERMITTING SUCCESS

**Our team has learned a key success factor for permitting approval: pre-application consultation with multiple agencies (USACE, KDOW, KY SHPO) to obtain feedback and clear regulatory requirements for the project.**

### Successful Environmental Permitting

Permitting has been identified by our team as a potential risk to this project, as permitting requirements could dictate lengthy delays. Additional costs could include permit review fees and extensive environmental field assessments (if requested by regulatory agencies). Our Project Team can mitigate this risk and we understand that successfully obtaining these permits hinges upon early and frequent communication with the regulators. If required by the regulators, we can utilize Stantec's robust environmental services team to complete field data collection.

**Public Education**

Every LFUCG Stormwater Quality Incentive Grant project completed by the Stantec team has included educational signage. Stantec's graphic designers are experts on presenting completed projects in public-facing packages, balancing technical content in an easy-to-understand (and attractive) display. This is a service where we often use non-traditional tools, such as aerial photography, to best capture and describe the completed project.

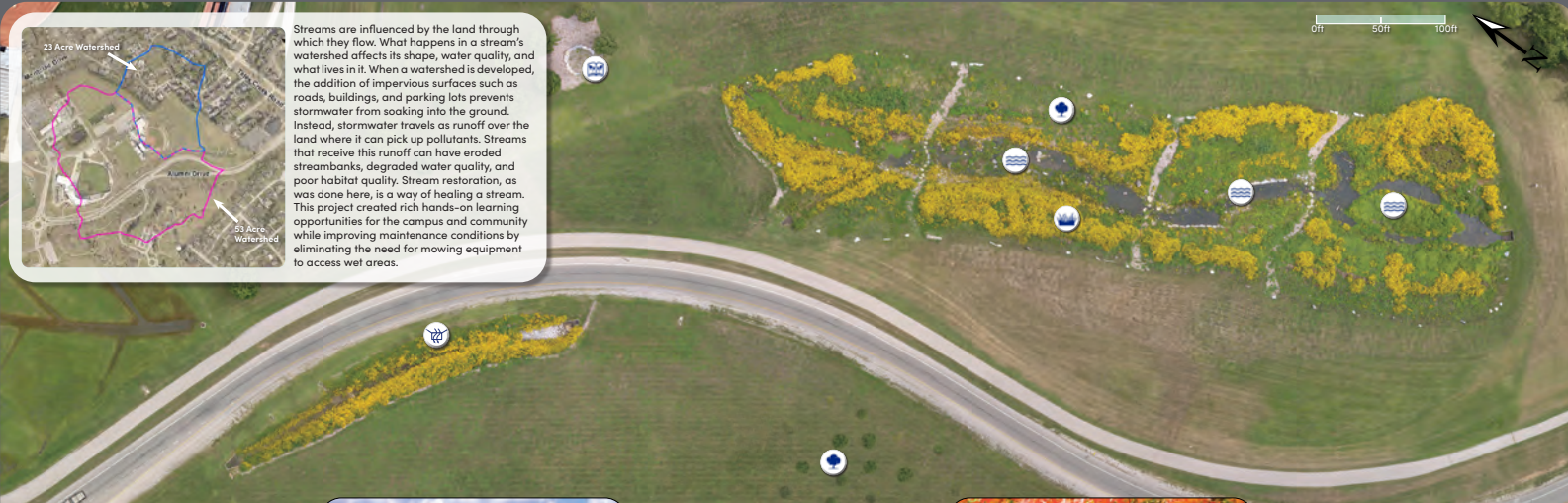
*Example Educational Sign (from the LFUCG Stormwater Quality Projects Incentive Grant Program –the University of Kentucky Alumni Drive Stream Restoration)*





# Alumni Drive Stream Restoration Project

Enhancing Education - Protecting Water Quality - Minimizing Maintenance





**23 Acre Watershed**

**53 Acre Watershed**

Streams are influenced by the land through which they flow. What happens in a stream's watershed affects its shape, water quality, and what lives in it. When a watershed is developed, the addition of impervious surfaces such as roads, buildings, and parking lots prevents stormwater from soaking into the ground. Instead, stormwater travels as runoff over the land where it can pick up pollutants. Streams that receive this runoff can have eroded streambanks, degraded water quality, and poor habitat quality. Stream restoration, as was done here, is a way of healing a stream. This project created rich hands-on learning opportunities for the campus and community while improving maintenance conditions by eliminating the need for mowing equipment to access wet areas.


0ft 50ft 100ft






**Outdoor Learning**

Outdoor learning spaces or classrooms are places where students can learn about the natural and human-created worlds while in an outdoor or natural setting. In these spaces, instructors can use engaging, hands-on curriculum to lead students through lessons and encourage exploration. While often utilized for natural and physical sciences and agricultural studies, outdoor learning spaces are useful for teaching all subjects or content areas including mathematics, social sciences, communication, and art and creativity. Outdoor learning spaces help students connect theory to application.




**Buffer Basics**

Riparian or streamside buffers are a great way to reduce the impacts of urbanization on streams. Buffers are transitional areas linking adjacent lands to aquatic environments like streams, rivers, ponds, and lakes. Healthy buffers are diverse with many types of plant communities that include trees, shrubs, and herbaceous species. The different vegetation types provide different benefits. Grasses are effective at filtering sediment from runoff while trees help improve aquatic habitat through water temperature regulation and introduction of leaves, twigs, and small logs that serve as food and shelter sources. Healthy buffers provide many ecosystem services such as nutrient cycling, water storage, and wildlife habitat.




**Multiple Stream Types**

Stream restoration is the re-establishment of the structure and function of a degraded stream as closely as possible to pre-disturbance conditions. Each stream restoration project has its own unique characteristics, but most share the same main components such as reconnecting the stream to its floodplain and using native vegetation to create a buffer zone around the stream. This project uses three different stream types, based on other projects in Kentucky, to show learners different design techniques without leaving campus. The uppermost portion of each stream type is denoted by a woodchip walking path that crosses the stream.




**Trees as Infrastructure**

Trees are a cost-effective means of reducing stormwater runoff. A tree's branches and leaves form its canopy which intercepts rainfall (hundreds to thousands of gallons annually depending on the tree). This captured rain evaporates to the atmosphere or falls to the ground. On the ground, it soaks into the soil or becomes runoff. Once in the soil, rainfall is available for uptake by the tree's root system where it is subsequently transpired back to the atmosphere. Trees also provide many other ecosystem services that benefit humans, including improvements in air quality, carbon sequestration, biodiversity, microclimate regulation, noise attenuation/reduction, human health, and property values. Trees were planted along the stream and in the median as part of this project.




**Bioswale**

Bioswales are often thought of as elongated rain gardens. These structures consist of shallow, wide, low-sloped channels, which are lined with vegetation and/or rock. The underlying soil is amended to encourage infiltration and promote plant growth. Rainfall from small storms is often absorbed completely while flow from larger storms is conveyed to surface waters or storm sewers. Bioswales are ideal for use alongside roadways or within parking medians, in lieu of pipes or drainage ditches, because they encourage infiltration by slowing down runoff and improve water quality by filtering out pollutants.



**LEXINGTON**

Funded in part by the LFUCG Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program



To learn more about UK's Stormwater Program visit:  
<https://www.uky.edu/env/stormwater>



University Partners on this project included UK Grounds, the College of Agriculture Food and Environment, the UK Environmental Management Department, UK Sustainability, and Capital Projects Management.

FIRM QUALIFICATIONS

Stantec | 4



Fayette County, KY

SECTION 3

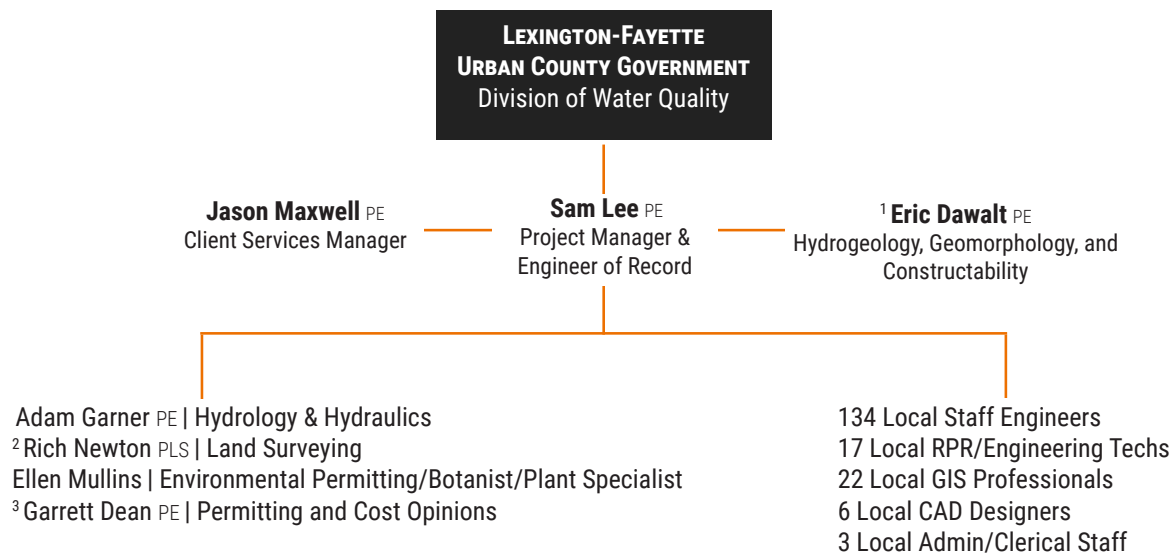
# Project Team



*Stantec and Ridgewater have completed nearly 30 projects over the past decade, largely focused in Fayette County. Eric Dawalt (Ridgewater's President) completed the 2020 Feasibility Study with Stantec.*

### 3. Project Team

Stantec has a deep bench of resources available to LFUCG for this project. Our expertise and familiarity of the project’s requirements extend well beyond the Project Team identified in this RFP, but the team we have put together is the best suited to deliver project success. The organization chart below identifies our Project Team. Resumes are included on the following pages describing their experience, qualifications, and a selection of project descriptions for similar efforts completed during the past decade.



**KEY**

- <sup>1</sup>Ridgewater
- <sup>2</sup>Vision
- <sup>3</sup>Lone Camel

### STAFFING RISK MANAGEMENT PLAN

The consultant team you select presents LFUCG with one primary risk—potential loss of key personnel. Due to the short project duration, this risk is small, but is possible.

Stantec incorporates succession planning into our annual employee performance review discussions. Our deep bench of local professionals combined with Stantec’s vast resources worldwide will allow us to smoothly backfill positions without missing a beat should we lose any of the key individuals identified in the organizational chart.

While succession planning is important, we work hard to promote a culture where people stick around. Stantec’s Lexington office boasts an annual voluntarily turnover rate that is consistently below the national average for comparable engineering firms.



## Jason Maxwell <sup>PE</sup>

Lexington, Kentucky

# 17

Years of relevant experience

### EDUCATION

- BS/MS, Bioenvironmental Engineering, University of Kentucky

### RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#28686)

With over 17 years of experience, Jason Maxwell is a proven leader in the management, design and analysis of water resources and civil engineering projects. He has served in program and project management roles ranging from minimal financial impacts to millions in capital costs. His technical skills include engineering design of water quality/stream enhancement projects, municipal infrastructure, sanitary sewer evaluation surveys and I/I programs, and capital planning projects. He has experience in a variety of commercial hydrologic and hydraulic models, including work on thousands of miles of hydrologic and hydraulic riverine analyses.

## CLIENT SERVICES MANAGER

### Hopkinsville Flood Control Structure & Storage Basin Design | City of Hopkinsville | Hopkinsville, KY | Project Manager

Jason is the Project Manager for a flood control structure and flood storage basin along the South Fork Little River in Hopkinsville, KY. The flood control structure is an approximate 1,450 LF length by 50-foot wide, up to 29-foot-tall earthen fill structure with a labyrinth weir spillway, that controls normal flow conditions by way of an open bottom culvert. The completed flood control structure will reduce downstream flooding to the various residences and commercial properties within the City of Hopkinsville. Components of the project include unsteady H&H modeling, dam breach analysis, Section 401/404 USACE/KDOW Water Quality Certification, and KDOW stream construction permitting and dam safety permitting for a high-hazard classification structure.

### Hawkins Steel Basin Stream Improvements | City of Elizabethtown | Elizabethtown, KY | Project Manager

Jason served as the Project Manager for a stream improvement and sanitary sewer design project located in Elizabethtown, KY. The scope of this project was to assess the current conditions of the stream using field survey information and incorporating into HEC-HMS and HEC-RAS steady and unsteady state hydrologic and hydraulic (H&H) modeling. Jason completed for preparation and submittal of a Section 401/404 Permit Application to the USACE and KDOW for the construction activities for three CON/SPAN Bridge Unit designs encompassing over 3,000 linear feet of stream, roadway and intersection design,

utility relocations and replacement, and abandonment and relocation of approximately 1,000 linear feet of sanitary sewer pipe and manhole structures.

### Stormwater Evaluation & Design | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY | Project Manager

Jason is currently the Project Manager for Stantec's multi-year Stormwater Indefinite Service Contract with LFUCG. Specific project tasks include field investigations and inventories, public outreach with affected residents, water quality BMP implementation, hydrologic and hydraulic modeling, evaluation of flood mitigation alternatives, detailed design, permitting, easement preparation, and development of capital cost opinions.

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

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



**Sam Lee** *PE*

*Lexington, Kentucky*

**13**

Years of relevant experience

**EDUCATION**

- BS/MS, Civil Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer – Kentucky (#30924)

Sam Lee is a Project Manager in Stantec's Lexington, Kentucky office with 13 years of experience in the analysis and design of hydraulic and hydrologic structures, site design, and urban stormwater best management practices (BMP) design. His project background includes civil site design and environmental permitting for a variety of municipal drinking water, sanitary sewer, and urban stormwater green infrastructure projects. He has experience leading engineering design and analysis for stormwater quality improvement projects, including almost thirty in Fayette County and an additional twenty in Kentucky.

**PROJECT MANAGER & ENGINEER OF RECORD**

**Gayle Drive Streambank Stabilization and Sanitary Sewer Line Protection | LFUCG Division of Environmental Services | Lexington, KY | Project Manager/Engineer of Record**

Sam was the Project Manager/Engineer of Record for the design and construction of a streambank stabilization on an unnamed tributary of North Elkhorn Creek. The project included stabilizing approximately 500 LF of urban stream impacted by high erosive velocities, resulting in almost 12-foot vertical bank losses. If left unchecked, the erosion could have destabilized the existing sanitary infrastructure running parallel to the stream. The team completed a feasibility study recommending placement of a rock-toe – a thick natural rock layer placed over the eroded bank and restored with vegetation. Sam led engineering design, prepared construction drawings, and obtained permits necessary for project completion (including permitting through USACE and KDOW). This project was completed as design-build with Stantec's construction partner, EcoGro.

**Furlong Drive Greenway Feasibility Study | LFUCG Division of Environmental Services | Lexington, KY | Project Manager/Engineer of Record**

Sam served as Project Manager/Engineer of Record for a feasibility study to evaluate stormwater quality and stormwater quantity best management practice (BMP) options at the Furlong Drive Greenway. Urban stormwater runoff from the upstream drainage area enters

into Cane Run without treatment, resulting in pollution of the stream. To address this issue, Stantec developed conceptual plans and cost opinions for several BMPs including creating a wetland treatment area between the upstream drainage area's outlet and Wolf Run, constructing an offline channel from Wolf Run, and constructing a large stream wetlands complex featuring braided channels, a hyporheic aquifer, and wetlands. Benefits, drawbacks, construction costs, and additional stormwater storage volumes were developed for each BMP.

**Kentucky Horse Park Water Quality 319 Grant Projects | Lexington, Kentucky | Project Engineer**

Sam served as a Project Engineer to design several green stormwater infrastructure best management practices (BMPs) throughout the Kentucky Horse Park (KHP) campus. These projects were completed as part of a 319 grant managed by the University of Kentucky. As a member of the design/build team, He assisted with planning, design, and construction of BMP projects, including 1,100 linear-feet of stream restoration, dry lot and alleyway construction to mitigate surface erosion, muck collection design, curbing, bioswales, pond dredging, and a 20,000 cubic-foot bioretention basin. This bioretention was designed to remove fecal bacteria through both anaerobic and aerobic treatment layers constructed to filter runoff from the KHP horse barn areas.



## Eric Dawalt *PE*

Winchester, Kentucky

# 24

Years of relevant experience

### EDUCATION

- BS, Animal Science; BS/MS, Biosystems and Agricultural Engineering, University of Kentucky

### RELEVANT REGISTRATION

- Professional Engineer –Kentucky (#40391)

Eric Dawalt is the Owner of Ridgewater, LLC. He is a professional engineer with over 24 years of experience in the design, construction, and monitoring of stream and wetlands restoration projects using natural channel design techniques. Eric worked and trained under Mr. David Rosgen, one of the leading experts in the field of stream restoration. He has collaborated as a research engineer on several cutting-edge projects with Dr. Arthur Parola of the Stream Institute at the University of Louisville Department of Civil Engineering. Some of his recent work involves treating stormwater runoff in streams with passive organic filters, hyporheic zones, and constructed wetlands to improve aquatic habitat.

## HYDROGEOLOGY, GEOMORPHOLOGY, & CONSTRUCTABILITY

### Alumni Drive Stream Restoration and Bioswale Project | University of Kentucky | Lexington, KY | Project Manager

Eric served as Project Manager of the Ridgewater Team for this design-build project alongside Stantec to restore the unnamed tributary to West Hickman Creek on the University of Kentucky's campus in Lexington, KY. The stream along Alumni Drive is one of two remaining streams on UK's campus and drains approximately 80 acres. It was in a state of degradation along a highly trafficked area, with channelization, little habitat, and maintenance issues. In addition to stream restoration, the project created a riparian buffer, a bioswale, and an "outdoor classroom" for students, staff, and the community.

### Hatchery Creek Stream Restoration Project |



*Ridgewater's project profile includes over 98,000 linear feet of restored stream, with a cumulative construction budget of over \$15 million.*

### KDFWR | Russell County, KY | Project Manager

Eric led the Ridgewater/Stantec Design/Build Team as Project Manager for the design and construction of the \$1.8 million project. The restoration consisted of approximately 6,000 linear feet of new sustainable trout stream located just below the U.S. Fish and Wildlife Wolf Creek National Fish Hatchery. Hatchery Creek is the first sustainable trout stream in the state of Kentucky. Eric coordinated the challenging design and construction phases of the project, working with one state agency (KDFWR) and two federal agencies (USFWS and the US Army Corps of Engineers). The project received the 2017 American Council of Engineering Companies (ACEC) Kentucky Chapter Grand Conceptor Award.

### Lexmark Bioretention Basin/ Rainwater Harvest System | Lexmark | Lexington, KY | Project Manager

Eric was the Project Manager for the Ridgewater/Stantec design-build team to design, permit and construct the over one-acre bioretention basin project, that serves as a rainwater harvesting system for Lexmark. The bioretention basin, which included implementation of multiple water quality BMPs, was constructed in the location of an old parking lot. It captures stormwater runoff from 37 acres of mostly impervious surface from a newly constructed trucking facility. The project received the 2020 American Council of Engineering Companies (ACEC) Kentucky Chapter Grand Conceptor Award.



## Adam Garner *PE*

Lexington, Kentucky

# 6

Years of relevant experience

### EDUCATION

- BS, Biosystems Engineering, University of Kentucky

### RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#37159)

Adam is a Civil Engineer with more than six years' experience with water resources and site/civil projects which include design, H&H modeling, infrastructure condition assessment, field oversight, and flow monitoring. He has in-depth knowledge with software applications such as PCSWMM, HEC-RAS, HEC-HMS, ArcGIS, AutoCAD Civil 3D, and Stantec's proprietary flow monitoring software.

## HYDROLOGY & HYDRAULICS

### Water Quality Incentive Grant Projects | Lexington-Fayette Urban County Government (LFUCG) | Lexington, Kentucky | Design Engineer | 2018 to present

Adam served as project and design engineer for multiple projects within Lexington, KY. Tasks included development of front-end documents, including technical specifications, KYTC and EEC permitting, opinion of probable construction cost (OPCC), and plan/profile drawings. Performed hydrologic and hydraulic calculations and analysis for various applications using PC-SWMM, ArcGIS, and other hydraulic software applications and spreadsheets. Developed project deliverables and design drawings as part of finalization and issuance for construction. Projects worked on in Lexington included Wilson Downing Improvements, Alumni Drive Stream Restoration, Woodfield Detention Pond, Clemens Heights, and Gayle Drive Improvements.

### Riverine Hydraulics Projects | Various Municipal, Power, and Federal Clients | Project Engineer | 2019 to present

Engineer and designer for numerous clients' riverine hydraulics projects. Performed multiple analyses for navigable and named waterways, from watershed delineation and regression analysis to unsteady modeling simulations of entire reaches. Software applications included ArcGIS, WinTR-55, PC-SWMM, HEC-HMS, and HEC-RAS. HEC-RAS modeling included implementation of HEC-HMS data and both steady and unsteady simulations. Projects also

included development of runoff parameters, comparison and calibration of elevations and discharges to historical data, and inundation limits. Projects worked on included Ecorse Creek in Michigan, Washington County streams in New York, and Masterson Station Drive in Lexington, KY.

### Stormwater Indefinite Services | LFUCG | Lexington, Kentucky | Project Engineer | 2018 to present

Designed and engineered feasible solutions to stormwater issues within the city of Lexington, KY as part of the indefinite services contract with LFUCG. Gathered existing infrastructure data and analyzed existing and as-built modeling results. Developed sub-basins and catchments for the scoped areas of concern and produced rating curves for storages and outfalls. Input data along with the base GIS data included digital elevation models (DEMs), impervious land use, and NRCS soil data. Analyzed alternative solutions and utilized survey to identify areas of conflict. Projects included Woodhill Drive and Peachtree Road trunk sewer, and detention basin and outfall structure improvements at Kearney Ridge and Beaumont Woods.





## Rich Newton *PLS*

*Lexington, Kentucky*

# 30

Years of relevant experience

### EDUCATION

- BS, Environmental Science/Ecology, Morehead State University

### RELEVANT REGISTRATION

- Professional Land Surveyor –Kentucky (#3674)

Rich Newton has more than 30 years of experience in engineering / survey projects. He is responsible for overseeing Vision Engineering's survey department and coordinating with the design team. Typical projects Rich completed include ALTA, boundary, legal description, final record plats, and easement acquisition. He uses conventional data acquisition systems as well as global positioning system (GPS) technology.

## LAND SURVEYING

### **West Hickman Trunk B (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY**

Rich performed detailed surveyed of approximately 3,900 linear feet of corridor, including completion of utility location, easement exhibits and legal descriptions, construction staking, and as-built survey.

### **West Hickman Trunk C (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY**

Rich performed detailed surveyed of approximately 3,700 linear feet of corridor, including completion of utility location, easement exhibits and legal descriptions, construction staking, and as-built survey.

### **Newtown Pike Sanitary Sewer-Expansion Area 3A Gravity Line (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY**

In addition to approximately 700 linear feet of detailed survey along the gravity line, Rich provided LFUCG with legal documents and exhibits for this expansion in a rapidly growing area of Lexington.

### **Lansdowne Sanitary Sewer (RMP Project) | Lexington-Fayette Urban County Government (LFUCG) | Lexington, KY**

Rich was the primary surveyor and data collector for the survey of approximately 4,500 linear feet of corridor. The project included pertinent existing feature identification and infrastructure location.

### **Lexington Watershed Creek Survey (FEMA Appendix M Requirements)**

Rich led a survey team and performed survey of numerous named and/or studied waterways around Lexington. Streams included: East Hickman, West Hickman, East Hickman, Town Branch, North Elkhorn, I-75 and I-75 East Tributary, portions of Cane Run Tributary, Pleasant Ridge Tributary, Two Ponds Tributary, Brighton Tributary, Iron Works Tributary, Pipeline Tributary, Quarry Tributary, Radio Tower Tributary, portions of South Elkhorn, Stonewall Tributary, David Fork, Johnson Road Tributary, Shannon Run Tributary, Walnut Hill Church Tributary, Boone Creek Tributary, Jones Creek Tributary, Manchester Branch, Shelby Branch, Mary Reynolds Tributary, I-64 Tributary, Dixie Tributary, Bryant Road Tributary, Waveland Museum Tributary, Baughman Fork, and Todd's Road Tributary. The total survey covered approximately 130 miles of limited and detailed flood study.



## Ellen Mullins

Lexington, Kentucky

# 13

Years of relevant experience

### EDUCATION

- BS, Forestry, University of Kentucky
- MS, Forestry, Mississippi State University

With a master's degree in forestry and an additional 13 years of experience as an environmental technical expert and project manager, Ellen is a strong asset to the Project Team. Her roles as both regulator and applicant here in Kentucky is well-suited for the habitat evaluation and permitting needs of this project. As detailed below, she is experienced with wetland construction, stream restoration, riffle construction, and compliance monitoring in Kentucky.

## ENVIRONMENTAL PERMITTING, BOTANIST, & PLANT SPECIALIST

### Environmental Project Manager | Stantec Consulting Services, Inc. | 2023-current

Ellen was the environmental permitting expert providing NEPA support and state certification. She provides technical leadership in managing, coordinating, and reviewing technical documents that support regulatory submissions.

### Environmental Scientist | EEC DEP Kentucky Division of Water, Water Quality Certification Section | 2019-2023

Ellen was a KDOW Section Lead and technical scientific advisor for the §401 Water Quality Certification (WQC) program evaluating certification applications for compliance with existing state and federal regulations. She conducted compliance, monitoring, and pre-certification site visits of proposed and on-going activities as well as evaluated incidental compliance/ Notice of Violations (NOV). Effectively communicated with the public and internal staff about review processes and submittal timelines. Actively managed 56 compliance monitoring projects that required annual report submittals. Several projects were focused in the Fayette County area, including Cross Keys Park Restoration, Coldstream/Cane Run Restoration & Adjacent Bank Stabilization Project, and monitoring/ final release of Vaughns Branch Restoration on Picadome Golf Course. Other relevant projects include stream restoration and riffle construction for Romanza Johnson Park, USACE's Barren River Lock & Dam No. 1 removal, and USACE's Green River Lock & Dam No. 5 removal, all in Barren County, KY.

### Environmental Biologist | Kentucky Transportation Cabinet – Division Environmental Analysis | 2013-2019

Endangered Species Act, Section 7 Subject Matter Expert at the Kentucky Transportation Cabinet. Tasked with review and coordination for every KYTC project in Districts 3, 5, and 10 (across a quarter of the state). Also covered District 1 for an extended period. Assisted KYTC's Office of Local Programs (OLP) in providing Section 7 review and clearances for Local Public Agency (LPA) transportation projects.

Served as Lead for the creation of the KYTC Pollinator Conservation Strategy and was integral in updating the KYTC Spec Book to introduce a new pollinator seed mix option and to remove *Sericea lespedeza* from use in the seed mix options listed in 2019 KY Standard Specifications Handbook.



SECTION 4

# List of Clients



*Greyline Station Rainwater Harvest System - completed with a FY2020 LFUCG Stormwater Quality Projects Incentive Grant (Designed/Built by the Stantec/Ridgewater Team). Project was recognized with the 2021 ACEC Grand Award.*

## 4. List of Clients for Which Similar Work has Been Performed

We take pride in the value and level of service we provide our clients and the communities we serve. But don't take our word for it, we encourage you to reach out to our clients listed below. They will give you a first-hand assessment of our performance and quality of our work from an owner's perspective.

CLIENT	CONTACT INFORMATION	PROJECT NAME(S)*
Lexington-Fayette Urban County Government (LFUCG)	Demetria Kimball Mehlhorn Program Manager Sr. – Division of Environmental Services (859) 425-2554   dkimball@lexingtonky.gov	• LFUCG Greenways Program
	Frank H. Mabson Jr. Program Manager Sr. – Division of Water Quality (859) 367-4942   fmabson@lexingtonky.gov	• <b>Water Quality Incentive Grant Program Projects</b>
	Charles Martin, PE Director – Division of Water Quality (859) 425-2455   chmartin@lexingtonky.gov	• Sanitary Sewer Assessments, System Capacity Assurance Consultant, and Remedial Measures Plan Development • Watershed Team 4 Wastewater Design
	Greg Lubeck, PE Deputy Director – Division of Water Quality (859) 258-3448   glubeck@lexingtonky.gov	• Stormwater Indefinite Services Program
	Mark Sanders PE Engineering Section Manager – Division of Water Quality (859) 258-3426 msanders@lexingtonky.gov	
University of Kentucky	Carmen Agouridis, PhD, PE, MPP Senior Associate Dean, College of Agriculture, Food, and Environment (859) 533-4373   carmen.agouridis@uky.edu	• <b>Alumni Drive Stream Restoration and Bioswale Project</b> • Alumni Drive at Nicholasville Road Stream Restoration and Improvements
	Steve Higgins, PhD Director of Environmental Compliance University of Kentucky, BAE (859) 218-4326   shiggins@uky.edu	• <b>Kentucky Horse Park Bioretention Basin</b> • Other Water Quality Improvement Projects at the Horse Park
Kentucky American Water Company (KAW)	Krista Citron, PE Project Manager (573) 631-9059   krista.citron@amwater.com	• <b>Kentucky American Water Richmond Road Station</b> • KAW Trash Collection Systems

\* Projects in Bold are included in our Similar Project Profiles.



SECTION 5

# Reference Projects



Educational signage at the Kentucky Horse Park (designed/built by the Stantec/Ridgewater Team).

## PROJECT TAKE-AWAYS

Visualization of restoration needs and construction in a cohesive manner – first the bioswale area then three ‘separate but equal’ stream reaches – resulted in great project efficiency and a successful product to teach students and the community for years to come.



# ALUMNI DRIVE STREAM RESTORATION AND BIOSWALE PROJECT

The design-build Team of Stantec and Ridgewater was consulted by the University of Kentucky to improve and restore one of two remaining streams on campus, for a length of over 600 linear feet. The unnamed tributary to West Hickman Creek drains approximately 80 acres and was in a state of degradation. Being in a highly trafficked area, the stream had become channelized with little habitat and numerous maintenance issues.

The Project Team restored the stream. This restoration featured three distinct reaches incorporating designs to mimic different types of streams in Kentucky. The descriptions of each reaches are as follows:

- The most upstream 300 feet of the stream incorporated a regenerative (self-forming) channel over a constructed hyporheic zone.
- The next 100 feet of the stream was constructed using a single thread channel, providing both water quality benefits and large limestone boulders for lateral mitigation control.
- The most downstream 200 feet of the stream featured a braided channel with connected and off-channel wetlands. The wetlands provide ample habitat for fish, amphibians, and other aquatic organisms.

In addition to the stream reaches, a bio-infiltration swale was constructed within the median of Alumni Drive, immediately upstream of the constructed stream. The swale infiltrates stormwater through amended soil, sand, and stone to improve water quality and attenuate stormwater flows.

The project boasts a hearty and thriving riparian buffer of native trees, wildflowers, and vegetation around the stream. The buffer shades the stream, filters stormwater runoff, and provides aesthetics to the community. The design creates an “outdoor classroom” for everyone (not only students) to learn about multiple stream restoration techniques and BMPs.

**Relevance:** In-stream attenuation, environmental remediation, stream restoration, and bio-infiltration BMPs

**Project Team:** Ridgewater & Stantec (Eric Dawalt, Adam Garner)

**Project Location:** Fayette County, KY

**Project Cost:** \$450,000

## PROJECT TAKE-AWAYS

Implementation of a series of pools and riffles, intermixed with bends and straight reaches, allowed the stream to naturally attenuate sediments and promote a thriving aquatic habitat.



# KENTUCKY AMERICAN WATER RICHMOND ROAD STATION

Stantec and Ridgewater teamed up for Kentucky American Water's Class B Infrastructure Grant to design and build a restored stream at Kentucky American Water's Richmond Road headquarters. The project was completed under the LFUCG Stormwater Quality Incentive Grant program. To vastly improve the small, eroding ditch draining to Reservoir No. 1, the Project Team restored it to an entire 1,000 linear foot stream valley.

A small, eroding ditch was conveying sediment from an upstream beneficial reuse area, where solids resulting from onsite water treatment processes are stored, and depositing the sediment downstream in Reservoir No. 1. The existing stream had limited conveyance area and poor aquatic habitat.

In addition to the 1,000 linear feet of restoration, the stream valley was widened from an approximately 5-foot bottom width to a 20-foot bottom width along most of the restored stream. This expansion significantly increased the available conveyance area. The stream was lined with native limestone above the 100-year flow depth to prevent erosion.

A series of pools and riffles was constructed to improve the aquatic habitat, promote oxygenation, and capture future sediment washing into the stream. A constructed wetlands in a portion of the former ditch and a riparian buffer were implemented to filter pollutants from stormwater reaching the stream.

The restored stream has provided opportunities for Kentucky American Water to teach tour groups at the Richmond Road Station about stormwater quality. The Design-Build Team included an education sign, walking trail, and rock bench as part of the project implementation, to invite tour groups and Kentucky American Water employees to visit the restored stream valley site.

**Relevance:** BMPs within the stream channel, environmental remediation, permitting, community use

**Project Team:** Ridgewater & Stantec (Eric Dawalt, Sam Lee)

**Project Location:** Fayette County, KY

**Project Cost:** \$450,000

## PROJECT TAKE-AWAYS

Every project has its own unique demands, considerations, and issues to design and build around. Understanding the solution requires consistent communication and collaboration amongst parties.



# WATER QUALITY INCENTIVE GRANT PROGRAM PROJECTS

Stantec has partnered with Ridgewater to successfully complete nearly fifteen LFUGG Stormwater Quality Projects Incentive Grant Program projects, with several more projects scheduled in 2023. These projects have focused on preparing feasibility studies, performing detailed design, and constructing urban stormwater Best Management Practices (BMPs) throughout Fayette County, Kentucky.

Grant awards through the program are based upon improving water quality, flooding, stormwater education and outreach, and improving associated habitat with stormwater runoff and waterway infrastructure. A sampling of our projects completed include:

- **Greyline Station:** design and construction of a rainwater harvesting system and stormwater BMPs at a renewed community market in downtown Lexington. This project won the ACEC-KY Grand Award in 2022.
- **Kentucky American Water Trash Collection:** in-stream collection system and 'green' solution for litter and other non-decomposable items, especially during increased flow periods.
- **Lexmark:** feasibility study across the entire campus, design of a rainwater harvesting system, and in-stream trash collection prototype constructed. This project won the ACEC-KY **Grand Conceptor Award** in 2020.
- **Link-Belt:** conceptual plan along with campus-wide feasibility study for the design and implementation of a rainwater harvesting system and a wetland planting area – 'green' BMPs.
- **Woodfield Neighborhood Association Bank Stabilization:** restoration, plantings, rock-toe protection, and outlet structure improvements at the retention pond along Tates Creek Road.
- **Fayette County Public Schools:** system-wide feasibility study and assessment of school grounds for prioritization and implementation of stormwater BMPs.
- **The Thoroughbred Center:** design and construction of BMPs focused on reducing the amount of stormwater runoff mobilizing pollutants from "horse muck" - a mix of horse manure and bedding material removed from stables. BMPs included a bio-retention basin and porous pavement retrofit.

**Relevance:** Aquatic habitat improvement, stream restoration and feature removal, riparian buffer, environmental mitigation

**Project Team:** Ridgewater & Stantec (Jason Maxwell, Sam Lee, Eric Dawalt, Adam Garner)

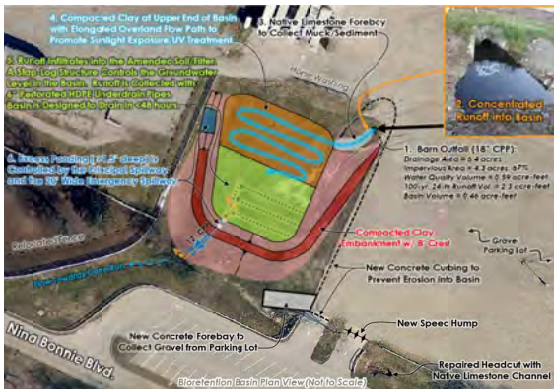
**Project Location:** Lexington, KY

**Project Costs:** Nearly \$1.5M over the past 10 years



## PROJECT TAKE-AWAYS

A well designed solution must consider BMPs for sediments present in stormwater runoff. This project included a sediment forebay to settle coarse material (sand from horse bedding) before it entered the infiltration material.



# KENTUCKY HORSE PARK BIORETENTION BASIN

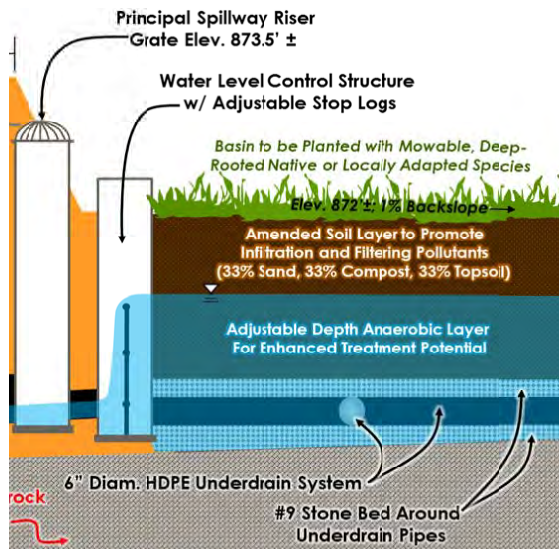
The design-build team of Ridgewater and Stantec was selected by the University of Kentucky and the Horse Park to construct a new 150,000-gallon bioretention basin as part of several water quality improvement projects at the park.

The park is situated directly on and around Cane Run Creek. The length of Cane Run is currently listed on the 303(d) List as impaired due to pathogens and nutrients. The project area was just downstream of multiple barns and many horses, and in a largely impervious watershed. Considerable sediment, nutrient, and fecal loads came from the runoff. Past severe erosion from the gravel parking areas had deposited within the wetlands area which compounded the problem.

Stantec assisted with project pre-planning, conducting the field studies necessary to begin design, and design for the bioretention basin in an approximate 0.5-acre wetland area. Bioretention basins combine traditional stormwater retention with absorption, filtering, and treatment associated with biological processes.

The Project Team, with Ridgewater building and constructing the basin, fast-tracked the project. The basin and its BMP features were in place and working in less than four months. Other features for the basin included a native limestone sediment forebay with a planted vegetative strip, a low slope basin bed to promote infiltration, and a 4-foot-deep porous filter area. The quick turnaround allowed the team to meet stringent deadlines as part of a 319 Water Quality Grant from the Environmental Protection Agency and the Kentucky Division of Water.

Following construction, the Project Team partnered with UK and KHP to conduct post-construction monitoring, water quality sampling, and treatment analysis, learning that the basin received about 30,000 gallons per day of flow during a dry day from horse washing stations and horse stall cleaning. Water quality sampling indicated that the basin achieved significant nutrient reduction and a 97- to 99-percent reduction in fecal coliforms.



**Relevance:** Stormwater BMPs, water quality improvements, wetland area, attenuation, design-build

**Project Team:** Ridgewater & Stantec (Eric Dawalt, Sam Lee)

**Project Location:** Lexington, KY

**Project Cost:** \$200,000



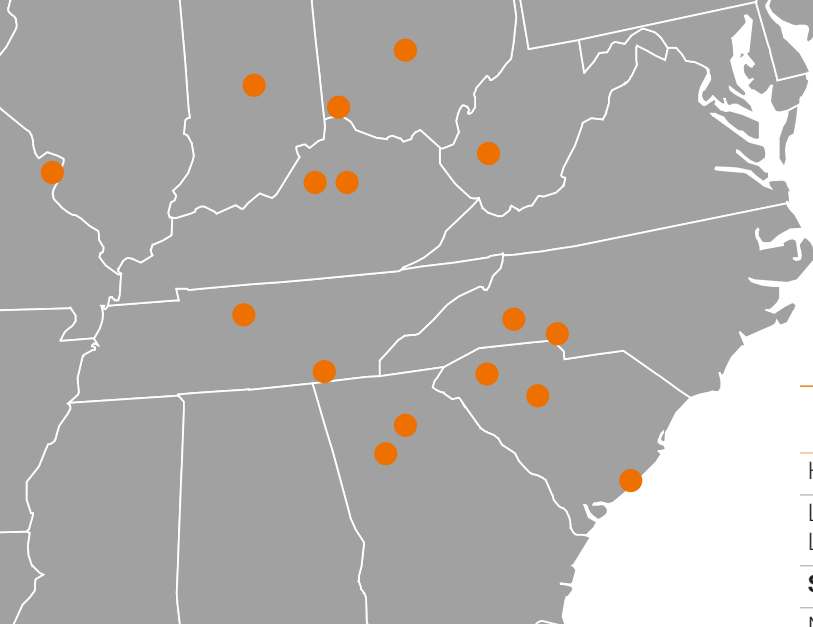
Stantec Office Beaumont Centre Cir.

Lexington, KY

SECTION 6

# Local Office





With more than 250 staff in Lexington, and a total of 1,000+ in the offices marked here, we have more than enough capacity and resources in the region to deliver your project.

## 6. Local Office

We will execute work on this contract from our Lexington office, which is staffed with more than 250 professionals. Our Project Team is located in (or near) Lexington. That means that LFUCG will benefit from:

- Ready access to our key team members.
- An engineering team with a solid understanding of Lexington's waterways, your technical requirements, and has established positive working relationships with LFUCG staff.
- A trusted partner with a vested interest in this project. We are eager to complete detailed design of a project we have been dedicated to since our Feasibility Study was completed in 2021. We live and work here too and want to help you deliver a successful outcome!

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on this project
Headquarters	Alberta, Canada	1954	26,000	
Local Office & PM Location	Lexington, KY	1966	250	5
<b>SUBCONSULTANTS</b>				
Name:	Ridgewater, LLC			
Service Provided	Natural ecosystems design, construction feasibility, construction OPCC			
Headquarters	Winchester, KY	2008	1	1
Local Office	Winchester, KY	2008	1	1
Name:	Vision Engineering, LLC			
Service Provided	Professional land surveying			
Headquarters	Lexington KY	2003	19	
Local Office	Lexington KY	2003	19	3
Name:	Lone Camel PLLC			
Service Provided	Public involvement and engagement			
Headquarters	Louisville, KY	2018	2	
Local Office	Louisville, KY	2018	2	1



Overstory on Furlong Drive

Lexington, KY

SECTION 7

# DBE Involvement



*Our project team learned about the importance of trees to this community during a public stakeholder meeting completed with the 2020 Feasibility Study. Our project design will minimize the impact to trees (and overhead utilities).*

## 7. DBE INVOLVEMENT

We have teamed with Vision Engineering and Lone Camel for this project. They are both assigned to meaningful roles on the project that complement each firm's core service offerings. We are confident their commitment and expertise will help our team meet LFUCG's procurement goals for this contract.




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### VISION ENGINEERING, LLC (VISION)

Vision is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington, Kentucky. Vision was established in 2003 and employs 19 professionals. Vision will be responsible land surveying services. They understand our data collection requirements, quality expectations and offers LFUCG a proven Team. Vision has provided similar field surveying and data collection services to our Stantec Team for Sanitary Sewer Watershed Team 4 Design Services, Capacity Assurance Consultant and Stormwater Indefinite Services contracts with LFUCG.




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### LONE CAMEL, PLLC (LC)

Lone Camel, a Service Disabled Veteran Owned Small Business (SDVOSB), was established in 2020 and is located in Louisville, Kentucky. LC will be responsible for managing stakeholder engagement. Dean Garrett, the President of LC, is a West Point graduate and a licensed professional engineer in Kentucky. LC's capabilities include master planning, stakeholder engagement, structural design/analysis, value engineering, site development and permitting, and project management. LC will be responsible for advertising public meetings, preparing stakeholder meeting agendas and meeting notes, and collecting public survey information. LC will work closely with the Stantec Team to provide important insight into communicating with the public.

# 20%

Stantec and Vision are teamed on the LFUCG RMP Watershed Design (Team 4) contract. Vision's participation to date is over 20%—twice LFUCG's procurement goal!



SECTION 8

# Statement of Hourly Rates



*Stantec's team includes multiple project engineers - too many to list! Camden Reed and Frances Wener-Wilson (above) will help execute the project.*

## 8. Statement of Hourly Rates

We make no exceptions to the fee limitations and guidance outlined in the RFP, and agree with the USDA Rural Development Utility Program Fee Guide as shown in the Fee Table below. We have also appended the Proposed Fee Schedule requested in your RFP.

**FEE TABLE**

<b>Task</b>	<b>Fee (Lump Sum)</b>	<b>Total</b>
<b>Task 1 - Design Services (Phase 2)</b>		
Detailed Design and Construction Documents <sup>1,2,3</sup>	\$37,821	
Contract Documents - Prepare Final Document Submittal	\$2,056	
Design Meetings (Assume 5)	\$5,085	
<b>TASK 1 TOTAL</b>		<b>\$44,962</b>
<b>Task 2 - Bidding Assistance and Construction Administration (Phase 3)</b>		
Bidding	\$4,652	
Construction Administration	\$6,626	
Construction Administration/Oversight Meetings (Assume 6)	\$5,288	
<b>TASK 2 TOTAL</b>		<b>\$16,566</b>
<b>Task 3 - Additional Engineering Services</b>		
Geotechnical Exploration <sup>4</sup>	\$6,848	
Permitting <sup>5</sup>	\$3,361	
<b>TASK 3 TOTAL</b>		<b>\$10,209</b>
<b>TOTAL<sup>6</sup></b>		<b>\$71,737</b>
<b>Meetings</b>		
Meeting with LFUCG (each additional)	\$894	
Stakeholder Meeting with Residents (each additional)	\$1,036	

The following were assumed to develop this Fee Table:

<sup>1</sup> The FEMA effective floodplain model, as-builts, and pertinent documentation will be provided by LFUCG.

<sup>2</sup> Field Survey will be limited to topographic information (including topography, drainage features, structures, utilities, trees, and other site-pertinent features) within the project limits.

<sup>3</sup> If unable to determine from existing information, impervious surface area will be determined from the National Land Use / Land Cover Dataset.

<sup>4</sup> Geotechnical exploration is assumed to be completed via test pits within the project area, for underlying bedrock and subsurface investigation. No laboratory testing is included.

<sup>5</sup> Project permits are assumed to include a Nationwide Section 404 Permit of the Clean Water Act (USACE), an Individual Section 401 Water Quality Certification (KDOW), KPDES General Permit for Stormwater Discharges, and the LFUCG Floodplain Special Use and Land Disturbance Permit. It is also assumed a FEMA No-Rise Certification will not be required.

<sup>6</sup> Total for design and associated services is assumed to be the approved ratio to the project construction grant of \$775,645 and includes subcontracted services such as those from a veteran-owned business (VOB).

## Statement of Hourly Rates (cont)

Proposed personnel fees are shown in the table below. Our project team is able to meet the Fee Guide with grant budget remaining. This will allow for additional construction contingency, which is critical in today's ever-changing construction market.

### PERSONNEL HOURLY RATES

Classification	Name/Title	Firm	Assignment	Hourly Rate	Estimated Hours	Fee
Project Management	Jason Maxwell, PE	Stantec	Client Services Manager	\$163	26	\$4,238
	Sam Lee, PE	Stantec	Project Manager & Engineer of Record	\$149	83	\$12,367
Senior Engineer	Brett Lavey, PE	Stantec	ITR	\$215	4	\$860
	Eric Dawalt, PE	Ridgewater	Hydrogeology, Geomorphology, & Constructability	\$180	37	\$6,660
Project Engineer	Frances Werner-Wilson	Stantec	Project Engineer in Training	\$100	109	\$10,925
	Adam Garner, PE	Stantec	Hydraulics and Design	\$135	156	\$21,060
Survey Crew	Rich Newton, PLS	Vision	Land Surveying	\$115	36	\$4,140
	Dustin Roe, PLS	Vision	Land Surveying	\$115	27	\$3,105
Other	Ellen Mullins	Stantec	Environmental Permitting & Biological Specialist	\$141	12	\$1,692
	Brian Sams	Stantec	CAD Technician	\$120	24	\$2,880
	Garrett Dean	Lone-Camel	Public Meetings	\$150	15	\$2,175
	Najwa Abu-Taha	Stantec	Clerical, Administration	\$109	15	\$1,635
				<b>TOTAL</b>	<b>544</b>	<b>\$71,737</b>
				<b>ASSUMED CONSTRUCTION COSTS</b>		<b>\$775,645</b>
				<b>DESIGN FEE % CONSTRUCTION COSTS</b>		<b>9.26</b>
				<b>TOTAL PROJECT BUDGET</b>		<b>\$851,599</b>
				<b>TOTAL GRANT BUDGET</b>		<b>\$906,646</b>
				<b>GRANT BUDGET REMAINING (CONTINGENCY)</b>		<b>\$59,263</b>





SECTION 9

# Anticipated Scope of Work



*A potential project challenge will be underground/above ground utilities along the Furlong Drive Greenway.*

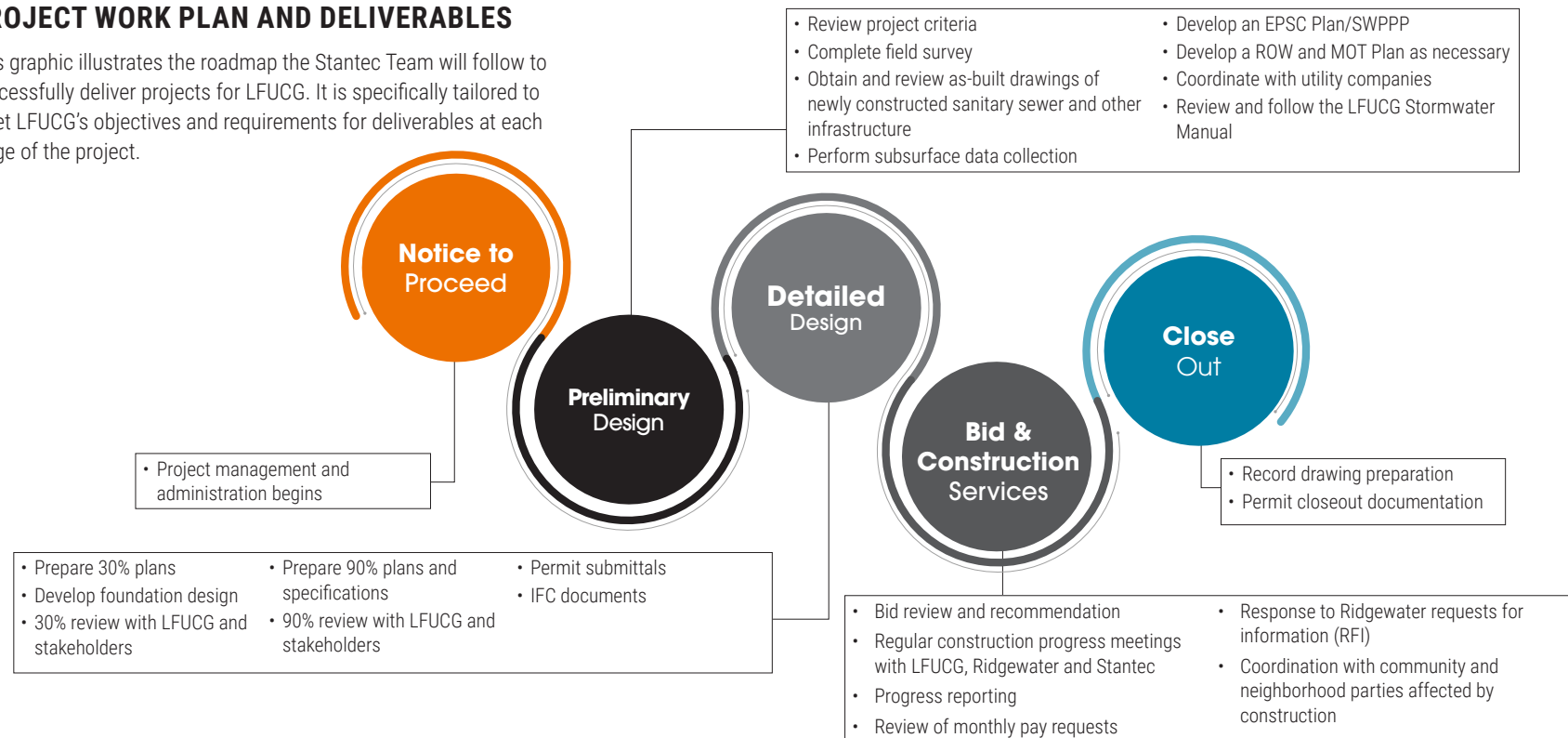
## 9. Anticipated Scope of Work

### APPROACH

Stantec has proactively developed a cohesive project approach, stemming from our feasibility study. We will work with LFUCG to confirm that demands are being met at every step and milestone along the way. The below graphic illustrates the roadmap the Stantec Team will follow to deliver this project for LFUCG. It is specifically tailored to meet LFUCG's objectives and requirements for deliverables at each stage of the project.

### PROJECT WORK PLAN AND DELIVERABLES

This graphic illustrates the roadmap the Stantec Team will follow to successfully deliver projects for LFUCG. It is specifically tailored to meet LFUCG's objectives and requirements for deliverables at each stage of the project.



## RISK MANAGEMENT AND MITIGATION

We know that every project carries risks, from schedule to site unknowns. The common saying is to be proactive, not reactive. Our Team will work with LFUCG early and often to identify key schedule risks, such as permitting and utility conflicts, and identify mitigation measures such as communication and coordination as early as possible in the design phase. We have included a table that shows we have given extensive thought to potential risks specific to the project, as well as mitigations and solutions to those risks.

### RISK IDENTIFICATION

Notable Risks	Potential Consequences	Mitigation Measures	Solution Examples
<b>Permitting</b>	Several permits will be required that could delay construction.	Prepare permit submittal as early as practical and communicate with the appropriate parties in advance.	There were numerous Federal, State and Local permits required for <b>Kentucky American Water Richmond Road Station</b> project. We prepared and submitted permit packages as early as practical that reduced permitting time.
<b>Impact on Neighborhoods, Traffic, Schools, and Businesses</b>	The project site is located near residential homes. Pedestrian traffic will be present around the project site. Construction could cause disruption of foot traffic and increase noise levels.	Communicate with affected parties well in advance of construction. Minimize impact of foot traffic, redirect traffic away from construction zone and deter unauthorized access to the site. Establish working hours to minimize noise concerns.	Our project team, led by Lone Camel, is highly experienced in coordination with the public and community preparedness. We HAVE established public communication program including social media platforms, website, fliers, email blasts, and regular in person & virtual meetings with affected parties for various projects.
<b>On-site Utilities</b>	On-site utilities can impact design and make site access and construction difficult.	Additional coordination to confirm utilities are unaffected by design and construction is necessary. Coordinate with local utility companies to identify existing utilities at the project site and establish appropriate buffer zones to mitigate risk.	The project team has specific expertise in developing and building designs that minimize utility conflicts and mitigate risk. The <b>Water Quality Incentive Grant Program Projects</b> are an example of this.
<b>Unknown Subsurface Conditions</b>	Unknown surface conditions will cause risky assumptions during design. This often leads to costly change orders during construction.	Early in design, complete a geotechnical exploration to evaluate subsurface conditions.	Ridgewater/Stantec have evaluated subsurface conditions across multiple projects completed in the Water Quality Incentive Grant Program. We often complete this with "test pits" and laboratory analyses at Stantec's ASTM-certified laboratory in Lexington. This helps us minimize assumptions made during design.

### Risk

Management and Mitigation

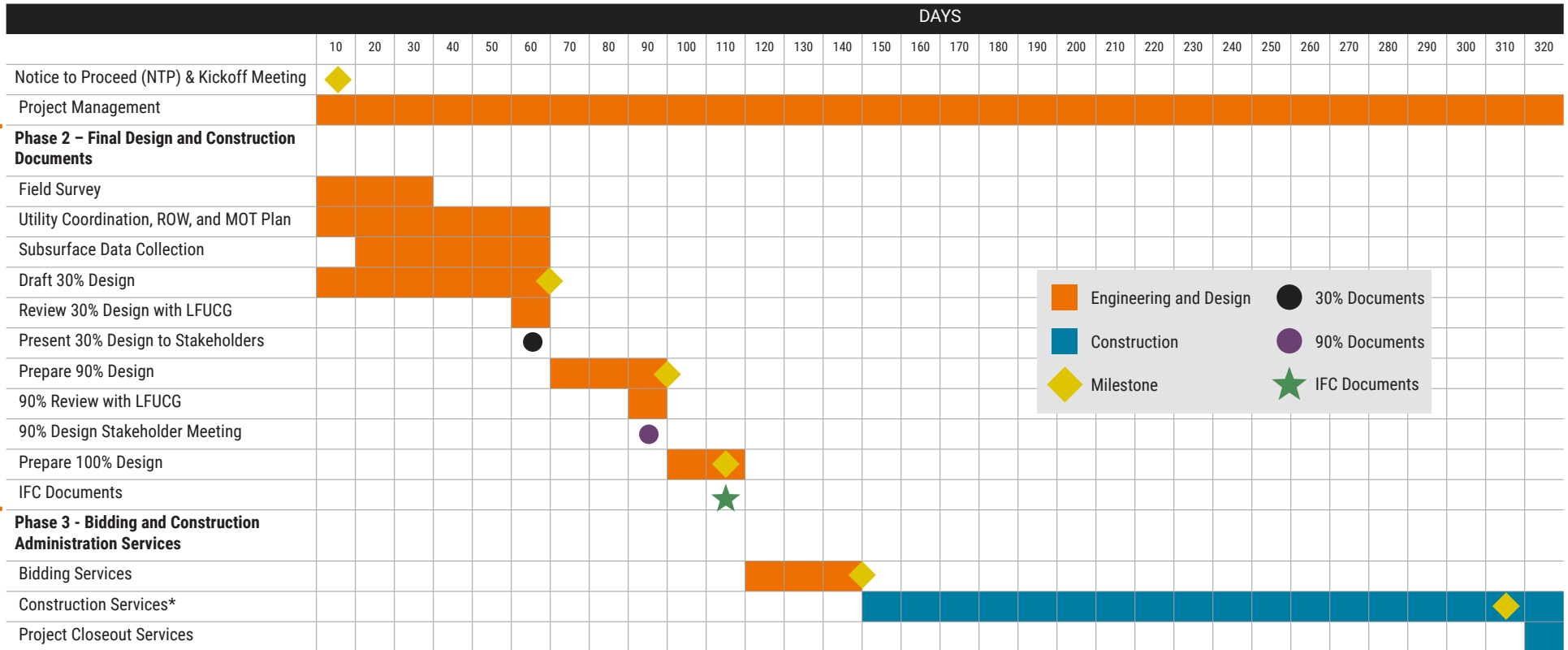


## SCHEDULE

Our Team has confirmed their capacity to meet your project schedule as detailed below. To meet this schedule, you need a team that:

- Has the experience, dedication, and existing project familiarity to hit the ground running.
- Can communicate with permitting agencies and stakeholders.
- Identifies and mitigates hurdles, such as permits, before they impact the schedule.

The Project Team has envisioned the path to success and understands what it takes to deliver quality deliverables on time. It is what we have built ourselves upon through the years.



\*Note - Construction duration assumed 180 days per RFP.

Design Task Schedule-Phase 2	Duration
Kickoff Meeting	5 days
30% Plans Review, LFUCG Meeting, Stakeholder Meeting, Utility Coordination Meeting, ROW Sheet, and MOT Plan	60 days
90% Plans and Specifications Review and LFUCG and Stakeholder Meeting	30 days
Submit Final Plans and Specifications to LFUCG	15 days

Bidding and Construction Administration Services-Phase 3	Duration
Bidding and Recommendation of Award	30 days
Construction Administration Services	180 days

*The proposed schedule will remain in effect until a replacement schedule is approved in writing by LFUCG*



APPENDIX

# Required Forms



*Greyline Station's design balanced public access with stormwater quality features. A divided sidewalk provides a well-balanced mix of store-frontage space, pedestrian through traffic (along North Limestone), and a water quality infiltration strip.*

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Jason Maxwell Title: Principal

Telephone Number: (859) 333-9716 Fax Number: (859) 422-3100

Email address: jason.maxwell@stantec.com

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*



- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

*5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

*6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

*8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

*9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

*11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

*12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

*13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

05/17/2023

---

Date

## AFFIDAVIT

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

1. His/her name is Jason Maxwell 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.

*Jason Maxwell*

STATE OF Kentucky

COUNTY OF Fayette

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

by Jason Maxwell on this the 15<sup>th</sup> day  
of May, 2023

My Commission expires: August 25, 2026



*Rita W Sartori*  
NOTARY PUBLIC, STATE AT LARGE KYNP56324

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stantec Consulting Services Inc.

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

**SEE ATTACHED**

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

Prepared by: Yolanda Jones / EEO/AA Compliance and Outreach Consultant Date: 05 / 05 / 2022  
 (Name and Title) Revised 2015-Dec-15 (Date report certified)



CO= L357814

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

CONSOLIDATED REPORT

U= L357814

SECTION B - COMPANY IDENTIFICATION

1. STANTEC
61 COMMERCIAL STREET
ROCHESTER, NY 14614

2.a. STANTEC
61 COMMERCIAL STREET
ROCHESTER, NY 14614

c. EIN= 112167170

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 093657427

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330 - Engineering Services

SECTION D - EMPLOYMENT DATA

Table with columns for Job Categories, Hispanic or Latino (Male/Female), Not-Hispanic or Latino (Male/Female), and Overall Totals. Rows include Executive/Sr Officials & Mgrs, First/Mid Officials & Mgrs, Professionals, Technicians, Sales Workers, Administrative Support, Craft Workers, Operatives, Laborers & Helpers, Service Workers, and a Total row.

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: YOLANDA JONES
EMAIL: yolanda.jones@stantec.com
EEO1 REPORT CONTACT PERSON: YOLANDA JONES
EMAIL: yolanda.jones@stantec.com

CERTIFIED DATE [EST]: 5/5/2022 6:34 PM

TITLE: EEO/AA COMPLIANCE AND OUTREACH CONSULTANT
PHONE: 7704922665
TITLE: EEO/AA COMPLIANCE AND OUTREACH CONSULTANT
PHONE: 7704922665



September 25, 2019

## 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 and expression, 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 identity and expression, citizenship status, or any other reason prohibited by law. Such harassment, whether committed by company personnel or by clients, customers, vendors, or other individuals doing business with Stantec, will not be tolerated.

Prohibited harassment occurs when a supervisor, co-worker, or even a non-employee behaves or acts in such a way that creates a hostile work environment for another employee based on an individual's race, color, religion, creed, sex, national origin, age, disability, pregnancy, veteran status, sexual orientation, gender identity and expression, citizenship status, or any 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 Consultant and Human Resources are responsible for administering the affirmative action programs in the United States. These people are also responsible for conducting an analysis of all personnel actions to ensure equal opportunity and for submitting reports on the progress of our equal opportunity efforts. Employees or applicants who feel they have been discriminated against should contact them.

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

A handwritten signature in blue ink, appearing to read "Gord Johnston", written over a horizontal line.

Gord Johnston, CEO, Stantec




**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #** 15-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad Hallany 859-559-0516 jhallany@visionengr.com	MBE	Survey	\$7,245 (minimum)	10%
2. Lone Camel, PLLC Garrett Dean, PE, PMP 1001 1/2 Mary St. Louisville, KY 40204 502-907-2167 garrett@lone-camel.com	VBE	Stakeholder engagement	\$2,175 (minimum)	3%
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**  
 05/17/2023  
 \_\_\_\_\_  
**Date**

Jason Maxwell   
 \_\_\_\_\_  
**Company Representative**  
 Principal  
 \_\_\_\_\_  
**Title**



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

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

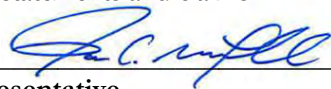
<b>Company Name</b> Stantec Consulting Services Inc.	<b>Contact Person</b> Jason Maxwell
<b>Address/Phone/Email</b> 3052 Beaumont Centre Cir., Lexington, KY 40513 (859) 333-9716 jason.maxwell@stantec.com	<b>Bid Package / Bid Date</b> RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150	Jihad Hallany	859-559-0516 jhallany@visionengr.com	5/3/23	survey	Phone, email	\$7,245 (minimum)	AS	
Lone Camel, PLLC 1001 1/2 Mary St. Louisville, KY 40204	Garrett Dean, PE, PMP	502-907-2167 garrett@lone-camel.com	5/3/23	stakeholder engagement	Phone, email	\$2,175 (minimum)		VBE

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

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

Stantec Consulting Services Inc.  
 \_\_\_\_\_  
**Company**  
 05/17/2023  
 \_\_\_\_\_  
**Date**

Jason Maxwell   
 \_\_\_\_\_  
**Company Representative**  
 \_\_\_\_\_  
**Principal**  
 \_\_\_\_\_  
**Title**

## **GENERAL PROVISIONS**

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination

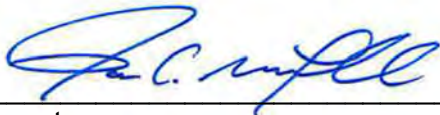
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided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

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



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

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



Signature

05/17/2023

Date

**Scope of Engineering Services  
Final Design, Bidding & Construction Administration Services  
Proposed Fee Schedule**

Project: **Furlong Drive Greenway BMP Project**

Company: **Stantec Consulting Services Inc.**

Signature: 

Date **5/17/2023**

	<b>Task</b>	<b>Description</b>	<b>Fee</b>	<b>Subtotal</b>
<b>Phase 2</b>	1	Detailed Design & Construction Documents	\$39,877	
	3	Other Engineering Services	\$10,209	
		Meetings (Five)	\$5,085	
		<b>Phase 2 - Design and Construction Docs</b>		<b>\$55,171</b>
<b>Phase 3</b>	2	Bidding and Construction Administration	\$11,278	
		Meetings (6)	\$5,288	
		<b>Phase 3 - Bidding and Construction Admin</b>		<b>\$16,566</b>
		<b>Total Fee (Sum Phases 2 &amp; 3)</b>		<b>\$71,737</b>
	Meetings	Public Meeting with Stakeholders (each add'l)	\$894	
	Meetings	Meeting with LFUCG (each additional)	\$1,036	