

Exhibit C

Proposal of Engineering Services and Related Matters

Consultant's Response to RFP #13-2022



Sanitary Sewer System Capacity Assurance Consultant

PREPARED FOR:
Lexington-Fayette Urban County
Government

PREPARED BY:
Stantec Consulting Services Inc.

APRIL 22, 2022

RFP: # 13-2022



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

April 22, 2022
File: pr_847938

Attention: Todd Slatin, Director
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

Dear Mr. Slatin,

Reference: RFP #13-2022 for Capacity Assurance Consultant

Stantec Consulting Services Inc. (Stantec) is pleased to submit our proposal for the referenced RFP. Joining our team are **Vision Engineering, LLC** (Vision) and **Lone Camel, PLLC** (LC). Vision is a Lexington-based certified minority-owned business enterprise (MBE). LC is a service-disabled veteran-owned business (VOB) located in Louisville. Adding Vision and LC is a strong demonstration of our commitment to meeting or exceeding your MWDBE and VOB procurement goals for this project.

We will execute the work on your project from our **Lexington office**. We have more than 220 professionals in Lexington and more than 25,000 firmwide should additional expertise be needed.

To assist in your review, we have organized our proposal to match the selection criteria on page 6 of your RFP, and separated each section with tabs. A separate tab in the back of the proposal contains the required procurement forms and addendum acknowledgements.

As you review our proposal, you'll find that our team offers LFUCG numerous advantages:

1. **Continuity in program implementation.** Since the System Capacity Assurance Program (SCAP) launched in July 2013, we've been performing technical reviews on capacity requests and assisting LFUCG in SCAP management and tracking. Our institutional knowledge means that we can transition smoothly to continue implementing the SCAP, minimizing any disruptions to LFUCG or your customers.
2. **Understanding of how all the pieces fit together.** Key members of our team were involved on the SCAP, Sanitary Sewer Assessments (SSAs), and development of your Remedial Measures Plan (RMP). We understand the inter-relationship between the RMP and SCAP and can leverage our understanding of the collection system from the SSAs to support your ongoing inflow and infiltration reduction efforts.
3. **Demonstrated fiscal responsibility with your Consent Decree programs.** We completed our first SCAP contract (2012–2017) well under the contract budget. On the second contract (2017–2022) we have completed all task orders at or below the established budgets. On the Group 1 SSAs, we finished approximately \$114,000 under the contract budget, and we routinely completed our RMP assignments below budgets established by the prime RMP Consultant.

Reference: RFP #13-2022 for Capacity Assurance Consultant

4. **Low risk.** We've assigned to this opportunity the same key team members who were responsible for your initial SCAP development and implementation. This means there is no learning curve or unanswered questions about our ability to help you get the job done. You can be confident that this project will be successful, because the Stantec team and LFUCG have been working together since the Program's inception.
5. **Minimal chance of conflicts of interest.** Land development makes up less than 1% of the Stantec Lexington office's annual revenue. We simply don't do development work in Fayette or the surrounding counties. This greatly reduces the chance that we'd have to excuse ourselves from our SCAP implementation duties due to a perceived or actual conflict of interest.
6. **Understanding your CMOM vision and building a team to support it.** Now that the majority of your CMOM program has been internalized by DWQ staff, we know as-needed CMOM assignments will focus on Consent Decree reporting, performing engineering assessments and industry reviews. Our team includes a national CMOM expert along with the individuals who have been supporting your Consent Decree reporting since 2018.
7. **Personal and professional commitment.** We are proud of the program we've built together with you in the city where we all live and work. We want it to succeed as much as you do!

I hope you'll agree our partnership with you over the last 10 years developing and implementing Lexington's SCAP is a positive one, and we look forward to the opportunity to assist you in its continued implementation. Please contact me if you have any questions regarding our submission or if you would like to discuss our qualifications further. Thank you for considering the Stantec team for this important project.

Sincerely,
Stantec Consulting Services Inc.



Joe Herman, PE
Senior Principal
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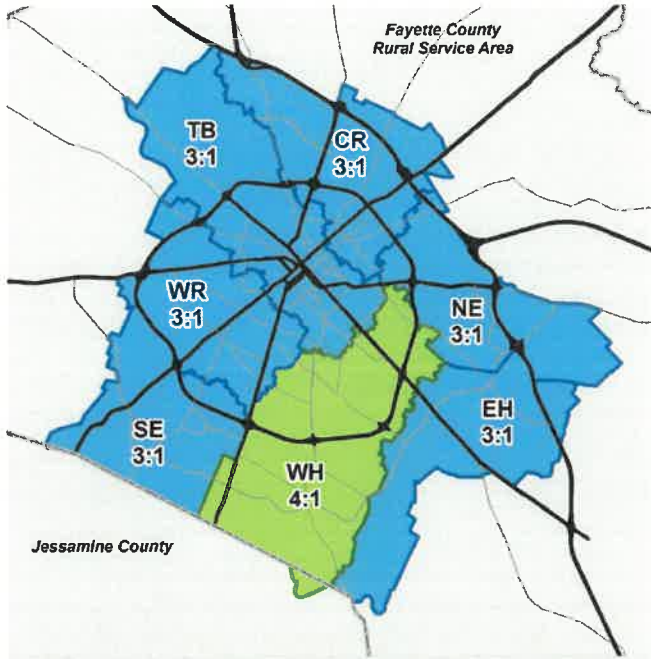
1. INTRODUCTION

BACKGROUND

Section VII.16B of the Consent Decree obligates LFUCG to implement a System Capacity Assurance Program (SCAP) for your sanitary sewer system. Under the SCAP provisions, LFUCG may only authorize new connections (or flow additions) if adequate capacity can be certified in the collection, transmission, and wastewater treatment systems. In the absence of this certification, new connections may also be authorized by using a "banked credit system". The system allows flow removal from qualifying improvements (eg. I/I removal, off-line storage, capacity enhancements) to offset flow from new connections at an exchange rate (or trade ratio) prescribed in the Consent Decree. All capacity request approvals to date have been via the banked credits system.

On the following page you'll find a timeline that highlights key milestones in the development and implementation of LFUCG's SCAP. Additional milestones relative to LFUCG's Remedial Measures Plan (RMP) and Sanitary Sewer Assessments (SSAs) are also included in the timeline. Both the RMP and SSAs are integral to continued SCAP implementation.

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

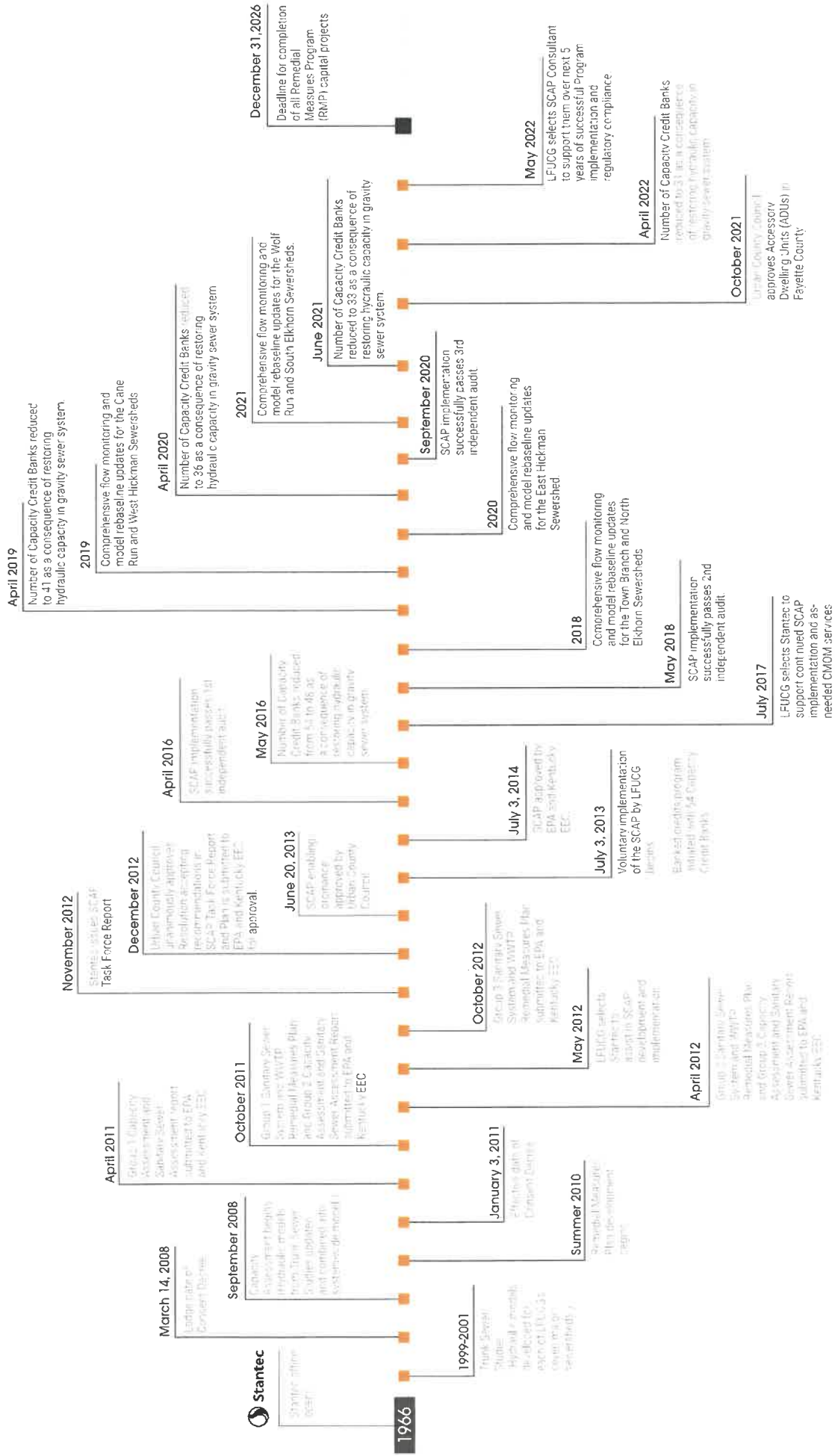


Until the major capital improvements in the RMP are complete, reclaimed hydraulic capacity from collection system improvements will offset flow additions from new development and avoid worsening sanitary sewer overflows (SSOs).



Over the last nine years, LFUCG has reduced the number of capacity banks from 54 to 31. You eliminated SSOs and sewer surcharging by completing RMP capital improvements and eliminating inflow and infiltration (I&I) in the collection system.

KEY MILESTONES IN SCAP DEVELOPMENT AND IMPLEMENTATION



LOOKING AHEAD

The timeline on the previous page looked back at the key milestones for developing the SCAP. Looking forward over the next one to five years, the SCAP implementation will include:

- Technical review of received capacity request and maintenance of the bank ledgers in accordance with the requirements outlined in the approved SCAP Plan;
- Merging capacity banks, per established protocols, as hydraulic capacity is restored through completion of RMP and other capital projects;
- Harvesting earned capacity from completed capital improvements and qualifying sewer rehabilitation activities;
- Maintenance of the Capacity Tracking Information Management System (CTIMS) web portal used to track/manage the SCAP;
- Management and annual recalibration of the hydraulic model of LFUCG's sewer system;
- Modification of the SCAP ordinance needed to incorporate local policy decisions (non-regulatory) changes to SCAP implementation;
- Hydraulic modeling support during RMP project planning and design efforts;
- Technical support for LFUCG's inflow and infiltration (I/I) removal activities focused on replenishing SCAP banks, restoring adequate capacity, and reducing the need or cost of upcoming RMP projects;
- Technical support in the procurement, management, and/or implementation of services necessary to implement the SCAP;
- Technical support in preparing the quarterly and annual Consent Decree reports; and
- Other Capacity, Management, Operations, and Maintenance (CMOM) tasks as directed by LFUCG.



With direct involvement in your SCAP, SSAs, and RMP development, we understand how all the “parts” fit together, and we have a detailed understanding of your sewer system and history.

HOW WE'VE ORGANIZED THIS PROPOSAL

To help you evaluate our qualifications, we have organized our proposal to mirror the selection criteria outlined in your RFP. We specifically developed our response to be as concise as possible.

Your time is valuable, and as your SCAP consultant over the past ten years, you've been able to observe firsthand our capabilities, fiscal responsibility, professionalism, and commitment to partnering with you to successfully develop and implement your SCAP.

SECTION 2

DBE INVOLVEMENT

2

2. DBE INVOLVEMENT

We have teamed with Vision Engineering and Lone Camel for this project. Together, these firms offer our team, LFUCG's SCAP Manager and DWQ Director a wide range of skills and experience for as-needed CMOM and SCAP-related assignments. We are confident their commitment and expertise will help our team meet LFUCG's procurement goals for this contract.



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 for providing field data collection services to support hydraulic model refinement/validation when required, and they will also be available for as-needed CMOM assignments.

Vision provides field surveying and plat preparation services for the local development community. To avoid a potential or perceived conflict of interest, Vision will not be involved in the technical review of sewer capacity requests.



LONE CAMEL, PLLC (LC)

Lone Camel, a Service Disabled Veteran Owned Small Business (SDVOSB), was established in 2020 and is located in Louisville, Kentucky. 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's role on our team will be to support as-needed CMOM assignments.

20%

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

SECTION 3

Firm Expertise

3

3. FIRM EXPERTISE

ABOUT STANTEC

Stantec is a multi-disciplinary consulting firm with a proven track record for providing quality wastewater and stormwater services serves to LFUCG for over 30 years. Nationally, Stantec unites over 25,000 employees working in over 400 locations across 6 continents. Locally, we employ more than 220 professionals in our two Lexington offices at 3052 Beaumont Centre Circle and 220 Lexington Green Circle.

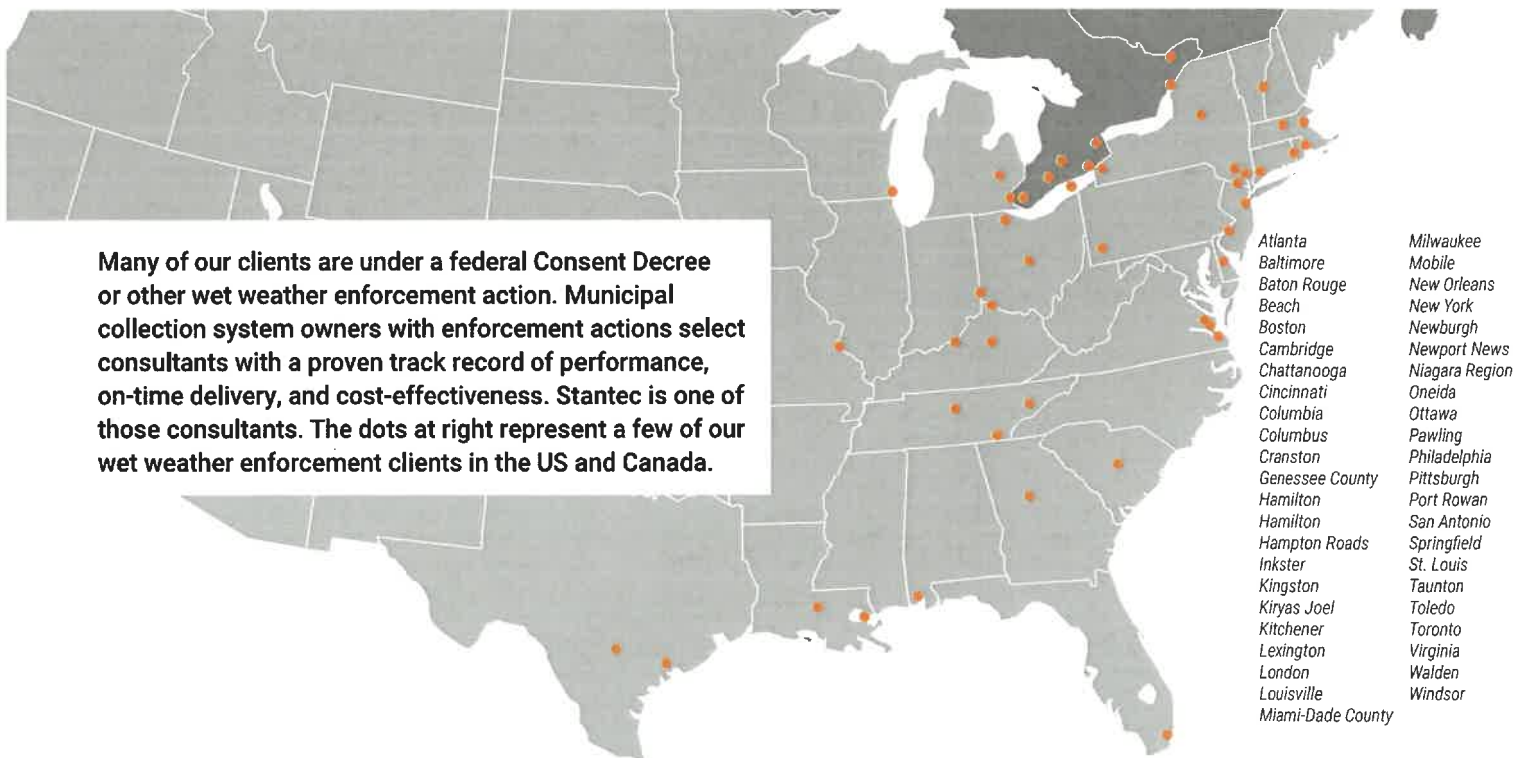
With the acquisition of MWH Global in 2016, we bolstered our wastewater expertise and capabilities. This expertise includes specialized experience in other successful CMOM programs for large municipalities, including: Atlanta (GA), Houston (TX), Baltimore (MD), and Miami-Dade County (FL).

In Lexington, our local Water group has established strong working relationship with the LFUCG Division of Water Quality. Many of our recent assignments with LFUCG have been in a program management capacity associated with the Consent Decree, including: Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and our ongoing work over the past 10 years on the SCAP.

For the Division of Planning, we recently completed a Sustainable Growth Study and Evaluation of LFUCG's Exactions Program. These efforts evaluated existing development conditions/ opportunities within the Urban Service Area and provided a strategy for equitable dissolution of the Exaction Program in the Expansion Areas.

Collectively, our relevant experience with both the Divisions of Water Quality and Planning provides us with a complete perspective on future growth areas in Fayette County and potential sewer capacity needs/ramifications.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



RELEVANT PROJECT EXPERIENCE

The following paragraphs represent just a sample of our relevant project experience with a focus on projects involving team members identified on the organizational chart. This experience includes your SCAP, RMP and SSAS, as well as wet weather program experience with other progressive communities. The experience has been categorized to mirror the basic competencies required for continued implementation of your SCAP.

CAPACITY ASSURANCE PROGRAMS & HYDRAULIC MODELING

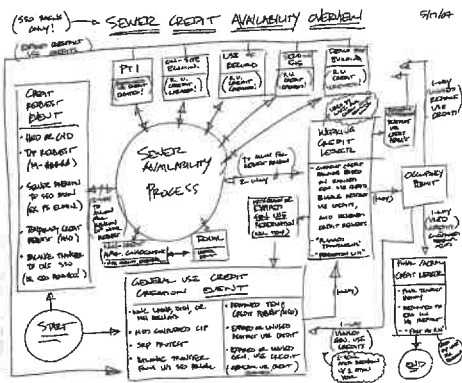
SYSTEM CAPACITY ASSURANCE PROGRAM (SCAP), LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

Stantec has served as LFUCG's SCAP Manager under two successive five-year contracts since 2012. In this role, we were responsible for initial program development and ongoing implementation of the SCAP following the July 3, 2013 public roll-out. During program development, we:

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

As part of the ongoing SCAP implementation, we:

- Processed over 1,400 sewer capacity requests for proposed development activities in Fayette County since the July 3, 2013 program launch.
- Developed hydraulic model simulation request and reporting protocols to ensure effective communication/documentation of model results to LFUCG's RMP Team.
- Completed over 400 hydraulic modeling requests to support DWQ and RMP project planning and design efforts.
- Supported annual temporary flow monitoring efforts (2014 – 2022) by identifying flow/ rainfall monitoring needs, preparing exhibits for the RFP, performing bid reviews, and analyzing collected data to support model calibration and identification/prioritization of I&I removal opportunities.
- Performed annual updates/recalibration of the hydraulic model based on annual flow monitoring data and completed capital improvements to the sewer system.



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

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

WASTEWATER CAPACITY ASSESSMENT PROGRAM, LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), LOUISVILLE, KENTUCKY

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

SHORT TERM ADEQUATE CAPACITY PROGRAM, METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI (MSDGC), CINCINNATI, OHIO

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

WASTEWATER SEWER CAPACITY ASSURANCE PROGRAM PILOT FOR THE SCOTT STREET PUMP STATION SERVICE AREA, TORONTO WATER, TORONTO, ONTARIO

We led the development of a demonstration wastewater capacity assurance program for Toronto Water. The program allows the City to avoid a moratorium, while responsibly managing sewer capacity in the Scott Street pump station service area, until I&I removal and capacity improvements can be identified and implemented. Scope included developing the City's program protocols and creating a web-based management system that can be used to track and manage capacity deposits and withdrawals. While the program was initially focused on the immediate needs in the Scott Street pilot area, the demonstration program was designed to facilitate later expansion to Toronto Water's entire service area.



In addition to developing and implementing your SCAP over last 10 years, Stantec has also assisted the Metropolitan Sewer District (MSD) of Greater Cincinnati, Louisville MSD, and Toronto Water (Ontario) on their Capacity Assurance Programs.

REMEDIAL MEASURES PLAN (RMP) DEVELOPMENT, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

Stantec was part of the three-consultant team that was responsible for initial development of your \$500M+ Remedial Measures Plan. The Plan outlines your wastewater capital improvement program for 13 years and positions you to successfully achieve your federal Consent Decree obligations. Our role on the team included wastewater modeling and evaluation of trunk sewer conveyance and wet weather storage solutions in the Group 3 Sewersheds. In addition, we were solely responsible for characterizing I/I contributions in the collection system and prioritizing rehabilitation recommendations to support LFUCG's annual rehabilitation program. Stantec utilized our in-house Rehabilitation Costing Tool (RCT) to develop preliminary costs for collection system rehabilitation recommendations and proved to be an effective means to rapidly develop reasonable cost estimates for long-term sewer renewal planning.

SANITARY SEWER CONDITION ASSESSMENTS & I/I REMOVAL PLANNING SANITARY SEWER ASSESSMENTS, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

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

The information we collected during the Sanitary Sewer Assessments has aided LFUCG in identifying capacity-earning opportunities.



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

CAMP TAYLOR SANITARY SEWER EVALUATION AND REHABILITATION, LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), LOUISVILLE, KENTUCKY

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

NIGHTENGALE SANITARY SEWER EVALUATION AND REHABILITATION, LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), LOUISVILLE, KENTUCKY

We completed a condition assessment and developed rehabilitation recommendations for approximately 204,000 linear feet of sanitary sewers ranging in size from 4 inches to 36 inches in diameter, and 805 manholes. SSES field activities included: smoke testing, manhole inspections, and CCTV pipe inspections to assess sewer condition. Private property inspections were also performed on nearly 600 homes in the project area to determine the wet weather contribution to the public sewer system from improper private property sources, such as downspouts and sump pumps. Upon completion of the condition assessment, Stantec performed rehabilitation design of sewer improvements, including preparation of design drawings, specifications, bid documents, and capital cost opinions.

WASTEWATER COLLECTION SYSTEM REHABILITATION PROGRAM, AURORA WATER, AURORA, COLORADO

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

"I would recommend them (Stantec) to any other agency needing to complete sanitary sewer assessments for rehabilitation design and construction efforts."

JOHN LOECHLE, SENIOR INFRASTRUCTURE MANAGER, LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT

TARGETED WASTEWATER COLLECTION SYSTEM IMPROVEMENTS, AUSTIN WATER (AW), AUSTIN, TEXAS

We assisted the City of Austin in developing a risk-based collection system rehabilitation strategy for prioritizing repair/rehabilitation of their wastewater collection system. The strategy was based on pipe condition (risk of failure), criticality (consequence of failure), and reduction in SSOs. Strategy was developed for two priority basins (Fort Upper and Town Lake) and was applied to support development of the City's system-wide collection system rehabilitation program (14M linear feet). We utilized our Rehabilitation Costing Tool (RCT) to develop preliminary rehabilitation recommendations and capital cost opinions to support annual budget forecasting and planning efforts.

I/I REDUCTION AND REMEDIATION STRATEGY DEVELOPMENT, REGION OF PEEL (GREATER TORONTO AREA) ONTARIO, CANADA

The Region of Peel serves approximately 1M persons in the Greater Toronto Metropolitan Area. In recent years, sewage basement flooding and SSOs have prompted the Region to look for a more effective strategy at reducing wet weather flows. We assisted the Region of Peel in developing a comprehensive I/I reduction and mitigation program. The strategy covered three distinct program areas: I/I investigation and studies, capital improvements and diversions, and prevention and residential programs. As part of the effort, we reviewed their ongoing I/I works, identified gaps or opportunities and recommended data collection/documentation needs to support the Region's strategy. Additionally, we estimated the internal resources needed to implement the program and key performance indicators/metrics used to measure its success.

MASTER PLANNING FOR GROWTH

EVALUATION OF EXACTIONS PROGRAM, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

The Urban Service Area was last expanded in 1996, creating five Expansion Areas in response to the need for available land for continued growth. Accompanying the expansion was the establishment of an Exactions Program to address infrastructure needs within the Expansion Areas. The Program has continued long since its anticipated life span and has been challenging for both the development community and LFUCG. We assisted the Division of Planning in performing an evaluation of LFUCG's existing Exactions Program and provided a framework for completion of remaining infrastructure and equitable dissolution of the Program. Stantec led focused meetings with internal stakeholders responsible for administration of the program, as well as those developers who have participated in the Program and/or own land in the

Expansion Areas. Feedback was solicited to ensure Program dissolution recommendations considered the concerns/impacts to each affected stakeholder.

SUSTAINABLE GROWTH STUDY, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

We worked with the Mayor's Sustainable Growth Task Force and community representatives and stakeholders to assess existing conditions and develop an objective evaluation framework to help guide long-term land use decisions, including the alignment of the Urban Service Boundary (USB). This

included assembling a comprehensive parcel database to account for all vacant land within the USB and developing a data-driven and repeatable process to define growth trends and future demand for residential, retail, commercial, and industrial land in Lexington. We identified criteria



Through our work with the Division of Planning on the Sustainable Growth Study and Exactions Program Evaluation, and with DWQ in developing the SCAP, our Team has led multiple stakeholder engagement and consensus building efforts to tackle LFUCG's programmatic challenges.

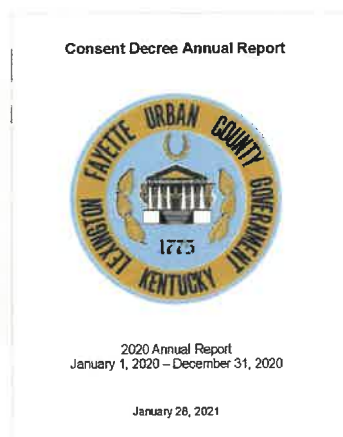
and metrics to evaluate the ability of alternative land use scenarios to meet future land use demand and the stated goals of Imagine Lexington, LFUCG's comprehensive plan, including its primary objectives of encouraging infill development and maximizing the efficient use of existing vacant land. The database and evaluation process are intended to be updated and used annually to ensure that the most updated information is available for land use policy decisions, including the potential expansion of the USB.

CMOM

CONSENT DECREE PROGRAM MANAGEMENT, WATER AND SEWER DEPARTMENT (WASD), MIAMI-DADE COUNTY, FLORIDA

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

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



Stantec has supported LFUCG's quarterly and annual Consent Decree report preparation since 2018.

CMOM PROGRAM, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), LEXINGTON, KENTUCKY

Under a one-year contract, we served as LFUCG's last CMOM Consultant before internalization of the Program by Division of Water Quality staff. Since internalization of the Program, we've provided as-needed assistance through the Capacity Assurance Consultant contract (2012 – 2017). Our CMOM assignments have included: quarterly and annual Consent Decree reporting, assessing implementation of the Gravity Line Preventative Maintenance Program, and researching other utilities programs for cleanup of building sewage backups.

CLEAN WATER ATLANTA PROGRAM, CITY OF ATLANTA DEPARTMENT OF WATERSHED MANAGEMENT (DWM), ATLANTA, GEORGIA

In support of Atlanta's Clean Water Program, Stantec partnered with the City of Atlanta to establish a CMOM-focused operating vision for the City's wastewater infrastructure that



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

emphasized a continuous improvement philosophy for all O&M activities. Implementation of the CMOM program elements and the institutionalization of the continuous improvement philosophy has resulted in a dramatic reduction in SSO discharges. Other work completed by Stantec in support of the program included:

- Completing a comprehensive SSES of the collection system to define condition and support rehabilitation planning.
- Developing and calibrating their system-wide hydraulic model to assess capacity-limited areas and prioritize sewer rehabilitation projects.
- Assisting in establishing program goals and performance measures for continual improvement collection system O&M, reducing the number of spills by more than 80% and reducing I/I volumes by 25%.
- Developing and maintaining detailed project planning, design and construction schedules for \$382M of sewer rehabilitation projects.
- Utilizing aggressive value-engineering analyses to reduce SSO abatement capital project costs by \$500M and \$130M in CSO reduction capital project costs.
- Stream-lining and automating the sewer rehabilitation design process by developing a customized decision support tool.
- Supporting the City in establishing CD-mandated public education and outreach activities.
- Reduced fats, oils, and grease (FOG)-related SSOs by 48% through FOG planning and enforcement program improvements.

EPA NEGOTIATIONS AND MOM PLANS, HILLSBOROUGH COUNTY PUBLIC UTILITIES DEPARTMENT (HCPUD), TAMPA, FLORIDA

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

WET WEATHER COMPLIANCE PROGRAM, DEPARTMENT OF PUBLIC WORKS (DPW), BALTIMORE, MARYLAND

Stantec provided program management services for the City of Baltimore's Wet Weather Compliance Program established to fulfill its obligations under their 2002 federal Consent Decree. The City anticipates spending approximately \$1.5B to approximately 62 sanitary sewer overflows. As part of this effort we:

- Consolidated data from the City's SSES investigations and developed a hydraulic model for all sewers 10-inches or greater in diameter. Upon development of the model, we used the model to identify wet weather hydraulic capacity issues within the system.

- Assisted the City in moving DPW's reactive-approach to operation and maintenance (O&M) to a more proactive approach through the establishment of an Office of Asset Management (OAM). Initially, the OAM was staffed by Stantec who were responsible for establishing the new program, but with the ultimate goal of training DPW staff to fully staff it in the future. The OAM is now fully-functional with Stantec staff successfully exiting all roles in February 2017.
- Assisted the DPW in evaluating options to expand current lateral investigation and repair program elements to more effectively address an increase in the number of "Water in Cellar" (WIC) events.



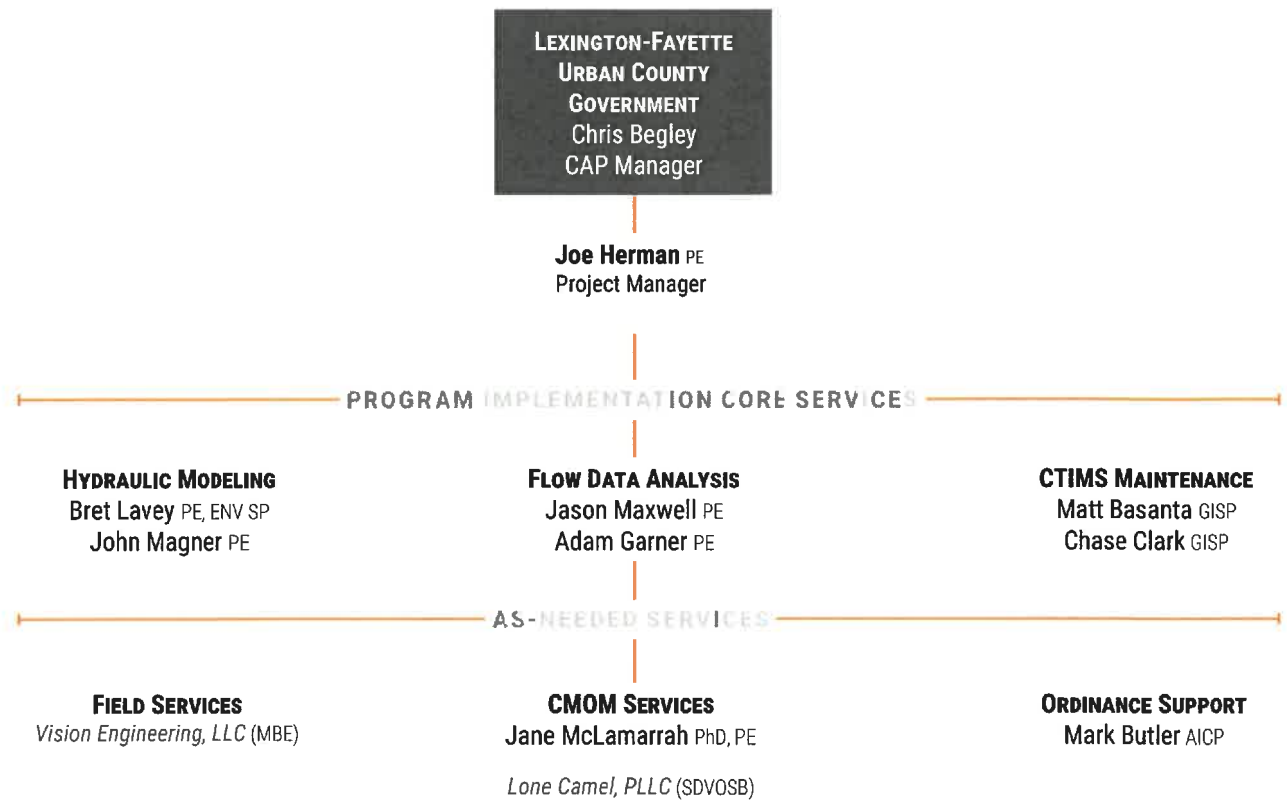
SECTION 4

Team Expertise

4

4. TEAM EXPERTISE

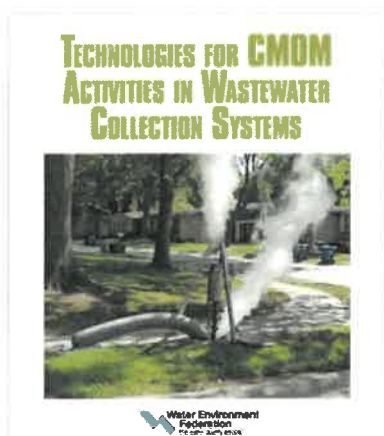
Our Organizational Chart below identifies key team members and their roles associated with continued implementation of your SCAP. Team members in the Chart are grouped by those performing Core Services (i.e. services required for the ongoing implementation of the SCAP) or As-Needed Services (i.e. those discretionary items that are identified in your RFP and other ancillary services that could support the Core Services).



Team members have been selected for this assignment based on their specialized expertise and experience successfully completing similar projects. Individuals shown in the Chart have also confirmed their availability/capacity to work on this assignment.

Highlights of our Team include:

- A Project Manager with over 25 years' experience, proven fiscal responsibility on your projects, and who has led the development/implementation of your SCAP to date.
- Qualified Team members assigned to each of the Core Services associated with SCAP implementation who had similar roles on our past Capacity Assurance Consultant contracts and who are all physically located in Stantec's Lexington office.
- Team members who not only had a significant role in developing/implementing your SCAP, but also in completing the SSAs in the Group 1 - 3 Sewersheds and in the development of your Remedial Measures Plan.
- Team members who have been responsible for supporting your Consent Decree quarterly and annual reporting since 2018.
- A national CMOM expert in Jane McLammarah who has assisted other large Consent Decree communities in EPA Region 4 (including Atlanta, GA and Miami, FL) with their CMOM programs.
- A Service-Disabled Veteran Owned Small Business Enterprise (Lone Camel, PLLC), led by a licensed Professional Engineer and Project Management Professional, who will support your as-needed CMOM assignments.
- A local Minority-Owned Business Enterprise (Vision Engineering, LLC) who can provide as-needed data collection services to support hydraulic model refinement and maximizes our ability to meet or exceed your DBE procurement goals for this contract.
- Over 220 professionals in our Lexington office (and 25,000 world-wide) to draw upon should project demands require additional resources.



As Task Force Chair, Jane MacLammarah led the development of the 2022 WEF publication, Technologies for CMOM Activities in Wastewater Collection Systems.

We think continuity in SCAP implementation is important. It avoids the investment needed to “get up to speed” and provides a seamless transition as LFUCG moves toward adequate capacity certification of their wastewater system. Similarly, a complete understanding of how the SCAP interfaces with (and is impacted by) LFUCG’s other Consent Decree programs allows the Capacity Assurance Consultant to anticipate potential issues and avoid potential missteps.

The matrix below highlights our Project Manager and Core Services Team’s specific experience working on your SCAP and other related Consent Decree programs.

**STANTEC TEAM MEMBER EXPERIENCE ON LFUCG
CONSENT DECREE PROGRAMS**

PROGRAM	Joe Herman	Jason Maxwell	Bret Lavey	Matt Basanta	John Magner	Adam Garner	Chase Clark
System Capacity Assurance Program (2017 – 2022)	X	X	X	X	X	X	X
System Capacity Assurance Program (2012 – 2017)	X	X	X	X	X	X	X
Capacity, Management Operation & Maintenance (CMOM) Program (2019)	X	X					
Remedial Measures Program (Plan Development Only)	X	X	X	X			
Group 1, 2, 3 Sanitary Sewer Assessments	X	X	X	X			

SECTION 5

Past Performance

5

5. PAST PERFORMANCE

WITH LFUCG

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

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

PAST PERFORMANCE ON LFUCG CONSENT DECREE PROGRAMS

Project Name	Budget Performance	Schedule Performance
System Capacity Assurance Program (2012 – 2017)	Completed 5-year contract under budget by more than \$200,000. No consultant-initiated change orders.	No late delivery on any SCAP Consent Decree deliverables.
System Capacity Assurance Program (2017 – 2022)	Completed all task orders at or below established budgets. No consultant-initiated change orders.	No late delivery on any SCAP Consent Decree deliverables.
Sanitary Sewer Assessments	Completed Group 1 SSA \$114,000 under budget. One change order for rework associated with termination of LFUCG's initial SSES contractor.	No late delivery on any SSA Consent Decree deliverables. Successfully implemented aggressive corrective action plan to meet Group 2 & 3 Sewershed deliverables after termination of LFUCG's initial SSES contractor.
Remedial Measures Plan Development	Completed work assigned from Prime Consultant under budgeted amount. No change orders for Stantec work assignments.	No late delivery on any RMP Consent Decree deliverable for which Stantec was responsible.



Stantec has served as LFUCG's Capacity Assurance Consultant since 2012. During this tenure, the SCAP was approved by the USEPA and program implementation has successfully passed independent audits completed in 2016, 2018 & 2020.

WITH OTHERS

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

CLIENT REFERENCE INFORMATION

Project Name	Client Information	Team Members Involved in Project
Camp Taylor Sanitary Sewer Evaluation and Rehabilitation (Louisville, KY)	John Loechle, PE Senior Infrastructure Manager Louisville and Jefferson County Metropolitan Sewer District (502) 540-6000 john.loechle@louisvillemsd.org	Joe Herman Jason Maxwell Bret Lavey
Hillsborough County EPA Negotiations and MOM Plans (Tampa, FL)	T. Barton Weiss Director, Utility Support Division Hillsborough Co. Public Utilities Dept. (813) 209-3000 weissst@hillsboroughcounty.org	Jane McLamarrah
Capacity Assurance Program Pilot- Scott Street Pump Station Area (Toronto, Ontario)	Jian Lei, PhD, P. Eng. Manager, Sewer Asset Planning Water Infrastructure Management Toronto Water (416) 392-3957 jlei@toronto.ca	Joe Herman Matt Basanta
Targeted Wastewater Collection System Improvements (Austin, TX)	Kevin Koeller, PE Manager, Collections Division Austin Water (512) 972-2055 Kevin.koeller@austintexas.gov	Joe Herman Jason Maxwell Matt Basanta

SECTION 6

Project Manager Qualifications



6. PROJECT MANAGER QUALIFICATIONS

JOE HERMAN, PE WILL SERVE AS YOUR PROJECT MANAGER.

Joe has served as the Project Manager during the development and ongoing implementation of your SCAP for the past 10 years. During this tenure, he:

- Led SCAP Task Force meetings and met with community stakeholders to gather feedback on proposed program elements and authored the SCAP Task Force Recommendations Report that was approved by the Urban County Council.
- Assisted in preparing the SCAP enabling ordinance that was approved by the Urban County Council in June 2013.
- Authored the SCAP Plan document and assisted LFUCG in successfully negotiating its approval with the EPA and Kentucky EEC.
- Supported the Division of Water Quality (and Division of Planning) in materially changing existing land development practices in Fayette County, while striking a positive balance between the needs of existing sewer customers, economic development, and regulatory compliance.
- Provided project management services for the implementation of the SCAP since program launch on July 3, 2013.
- Has developed positive, effective working relationships with DWQ and Division of Planning staff responsible for administering the SCAP.
- Demonstrated fiscal responsibility on assigned task orders. (We have/will complete both prior Capacity Assurance Consultant contracts well under the total contract amount and task order assignments have routinely been completed at or below the established budgets.)

Highlights of his other qualifications are summarized in the bullets below.

Served as Stantec's Project Manager for development your Remedial Measures Plan and understands the inter-relationships between the two programs.

- Led your Group 1, 2, and 3 Sanitary Sewer Assessments and has an excellent understanding of your sewer system and I/I removal opportunities.
- Served as your CMOM Program Manager prior to DWQ's internalization of the Program in 2020.
- Supported your Consent Decree quarterly and annual reporting since 2018.
- Demonstrated experience in successfully meeting technical expectations and schedules on Consent Decree projects.
- A strong project background in collection system rehabilitation planning and I/I removal programs outside of Lexington. (I/I removal and rehabilitation planning align well with the anticipated needs for continued implementation of the SCAP)

SEE JOE'S FULL RESUME STARTING ON THE FOLLOWING PAGE





Joe Herman PE

Project Manager
Lexington, KY

27+

Years of relevant experience

EDUCATION

- MS/BS, Civil Engineering, University of Kentucky

RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#21254)



Joe's professional experience includes the assessment, evaluation, design, and management of municipal infrastructure. He is one of Stantec's subject matter experts in wet weather programs with relevant project experience in inflow/infiltration (I/I) investigations, sanitary sewer evaluation surveys (SSES), capacity assurance & CMOM programs, condition assessments, master planning, rehabilitation planning, hydraulic modeling, and engineering design. Joe is currently a member of NASSCO's Infrastructure Assessment Committee. Following are some of the projects Joe has led during his career.

WET WEATHER PROGRAMS

Wastewater Capacity Assurance Program Manager (2017 – 2022), Lexington, Kentucky

Client: LFUCG

Program Manager for the Lexington-Fayette Urban County Government's (LFUCG) Capacity Assurance Program (CAP). Previously served as LFUCG's CAP Manager from 2012 – 2017 and was responsible for leading its' initial development and approval by the EPA and Commonwealth of Kentucky. In Stantec's ongoing role as CAP Manager, we are responsible for performing technical reviews of capacity requests, maintaining/updating their hydraulic model of the sewer system, identifying annual flow monitoring needs, analysis of flow data to verify effectiveness of I&I reduction measures, providing support to other areas of their Capacity, Management, Operation & Maintenance (CMOM) program, and applying the model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program.

Demonstration Wastewater Capacity Assurance Program, Toronto, Ontario

Client: Toronto Water

Led the development of a demonstration wastewater capacity assurance program for Toronto Water. The program allows the City to avoid a moratorium, while responsibly managing sewer capacity in the Scott Street wastewater service area, until I&I removal and capacity improvements can be identified and implemented. Scope included developing the City's program protocols and a web-based management system that is used to track and manage capacity deposits and withdrawals. While the program was initially focused on the immediate needs in the Scott Street pilot area, the demonstration program was designed to facilitate later expansion to Toronto Water's entire service area.

Wastewater Capacity Assurance Program Manager (2012 -2017), Lexington, Kentucky

Client: LFUCG

Program Manager for the development of a Capacity Assurance Program (CAP) for LFUCG. The CAP is mandated by federal Consent Decree and requires that LFUCG certify adequate capacity in their wastewater system prior to authorizing new connections or flow increases. The CAP was approved by the EPA and LFUCG began implementation in 2013. In addition to initial program development and its' ongoing implementation, Stantec was responsible for maintaining/recalibrating the hydraulic model of the sewer

system, determining annual flow monitoring needs, analysis of flow data, technical assistance in establishing rehabilitation priorities, and using the hydraulic model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program. Under this 5-year contract, Stantec completed the work approximately 19% percent below budget and successfully met all regulatory deadlines.

Capacity, Management, Operations and Maintenance (CMOM) Program Management Consultant, Lexington, Kentucky

Client: LFUCG

Project Manager for a federal Consent Decree-mandated CMOM program for LFUCG. Stantec's assignments included: quarterly and annual Consent Decree reporting, assessing implementation of their Gravity Line Preventative Maintenance Program, and providing training to collection system O&M staff.

Remedial Measures Plan Program Management Consultant, Lexington, Kentucky

Client: LFUCG

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

I/I Program and Strategy Development, Region of Peel (Greater Toronto Area) Ontario, Canada

Client: Region of Peel

The Region of Peel is responsible for wastewater collection and treatment for approximately 1M residents located in the Greater Toronto Area (GTA). Joe was the Technical Lead to assist in the development of a strategy to identify and reduce I&I in the Region's wastewater collection system. Joe led the development of the strategy for Program Area #1, which focused on identification and quantification I/I contributions, SSES field activities, as well as measurement of the effectiveness of completed removal activities. The strategy is being used by the region as the "blueprint" to guide their I/I reduction program.

Sewer Development Credits (Capacity Assurance) Program, Cincinnati, Ohio

Client: Metropolitan Sewer District of Greater Cincinnati

Assisted Metropolitan Sewer District of Greater Cincinnati (MSDGC) in performing an audit of their Sewer Development Credits Program. The program was mandated by a Consent Decree from the Ohio EPA and placed restrictions on new sewer taps in Hamilton County. Concurrent with the audit, Joe reviewed recently completed MSDGC capital improvement projects to identify any unaccounted for earned credits. During the three-month project, Joe relocated to MSDGC's office to facilitate interaction with MSDGC staff and have access to the hard copy files. He was invited back by MSDGC a year later to perform a gap analysis/needs assessment on their existing software used to manage the credits program and make recommendations for improvement.

Private Property Inflow and Infiltration (PPI/I) Program, Milwaukee, Wisconsin

Client: Milwaukee Metropolitan Sewer District

Technical Advisor to assist MMSD in the implementation of their PPI/I. The program was developed in 2011 and is considered a "best in class" example for other wastewater utilities. Six years into its' implementation, Stantec was brought in by MMSD to assist their Program Management Consultant to improve the effectiveness of the program and "move the needle" in reducing I&I entering MMSD sewer system from satellite collection system owners. Stantec's

strategy utilizes micromonitoring to effectively pinpoint I&I, quantify the effectiveness of sewer rehabilitation measures, and develop a Private Property Knowledge Database. The empirical results included in the PPKD can be used by MMSD to configure future I/I removal project elements to better achieve the target removal goal for the sewer basin.

INFLOW & INFILTRATION/SSES/REHABILITATION

Targeted Wastewater Collection System Improvements, Austin, Texas

Client: City of Austin

Technical Lead to evaluate CCTV inspection data collected by the City of Austin to develop a risk-based rehabilitation strategy for prioritizing repair/rehabilitation of their wastewater collection system. The strategy is based on pipe condition (risk of failure), criticality (consequence of failure), and reduction in SSOs. Strategy was developed for two priority basins (Fort Upper and Town Lake) and then applied system-wide (14.3M linear feet) to support development of the City's collection system rehabilitation program. Stantec's Rehabilitation Costing Tool was used to develop preliminary rehabilitation recommendations and capital cost opinions to support annual budget forecasting and planning efforts.

Wet Weather Flow Reduction to Scott Street Sewage Pumping Station, Toronto, Ontario

Client: City of Toronto

Technical Lead to reduce wet weather flows in the separate and combined sewers that discharge to the Scott Street Pumping Station in downtown Toronto. In the past decade, the City of Toronto's waterfront has seen significant transformation and revitalization. The primary goal of the project was to develop and implement a five-year program to assess and demonstrate how the City can feasibly and cost-effectively remove enough extraneous flow to accommodate growth demands and, in so doing, either avoid or significantly reduce more costly capital investments.

East Hickman, West Hickman, and Wolf Run (Group 1) Sewersheds Sanitary Sewer Assessments (SSA) | Lexington, Kentucky

Client: LFUCG

Project Manager for a comprehensive sanitary sewer assessment for LFUCG. The project involved performing field data collection activities and completing an engineering assessment of the City's sanitary sewer system to assess the structural condition of their sewer system and identify inflow and infiltration sources. The project was mandated by Consent Decree. Stantec utilized its custom pipe scoring system to prioritize sewer rehabilitations from PACP coded defects. Stantec's engineering assessment was used by LFUCG to assist in the development of the City's \$600M Remedial Measures Plan. Specific field activities performed during the SSA included: flow monitoring (113 meters), rainfall monitoring (16 gages), manhole inspections (10,000 manholes), smoke testing (2.5M linear feet), groundwater monitoring (60 meters), dye water flooding/testing (50 tests), night flow isolation (300 locations), sewer cleaning and televising (660,000 linear feet), raising buried manholes (1,000 raises), and bypass pumping.

Cane Run, Town Branch, North and South Elkhorn (Groups 2 & 3) Sewersheds Sanitary Sewer Assessments (SSA), Lexington, Kentucky

Client: LFUCG

Project Manager for a Sanitary Sewer Assessment that encompassed approximately half of the wastewater collection system owned by LFUCG. The project was mandated by federal Consent Decree. Joe was responsible for: field coordination and oversight of LFUCG's SSES contractors, performing QA/QC on collected data, and providing an engineering assessment of the structural condition and identifying inflow and infiltration sources within the collection system. Joe also led the development of a priority scoring system that utilizes the PACP defect ratings that was used for prioritizing rehabilitation and identifying immediate find and fix opportunities. Specific

field activities included: flow monitoring (111 meters), rainfall monitoring (23 gages), manhole inspections (13,300 manholes), smoke testing (2.6 million linear feet), groundwater monitoring (53 meters), dye water flooding/testing (64 tests), night flow isolation (185 locations), sewer cleaning and televising (640,000 linear feet), raising buried manholes, and bypass pumping.

Sanitary Sewer Assessment, Pittsfield Township, Michigan

Client: Pittsfield Township

Assisted the city in performing inspection and assessment of over 260,000 linear feet of sanitary sewer and approximately 1,250 manholes. Work was performed through the Stormwater, Asset Management, and Wastewater (SAW) Program administered by the Michigan Department of Environmental Quality (MDEQ). Joe was the Technical Lead on the condition assessment and was responsible for providing technical oversight and guidance on field inspection efforts, QA/QC of collected data, and development of preliminary rehabilitation recommendations, priorities and cost opinions.

Citywide Sewer Assessment, Burton, Michigan

Client: City of Burton, Michigan

The City of Burton owns and operates approximately 110 miles sanitary sewers and 2,400 manholes. Stantec assisted the City in developing a sustainable Asset Management Program that allows for efficient day to day operation and will ensure that funding is available for infrastructure improvements. Work included deployment of asset management software and condition assessment of their sanitary sewer system. Joe was the Technical Lead on the condition assessment and was responsible for providing technical guidance on field inspection efforts, QA/QC of collected data, and development of preliminary rehabilitation recommendations, priorities and cost opinions. Work was completed under Michigan's Stormwater, Asset Management, and Wastewater (SAW) program and subject to technical reviews/approval by the state regulatory agency.

Focused SSES and Rehabilitation – South Chickamauga Creek 1 (Phase 2), Chattanooga, Tennessee

Client: City of Chattanooga

Project Manager for the rehabilitation/replacement of approximately 5,500 linear feet of sanitary sewer trunk sewer ranging in size from 12-inch to 18-inch diameter. Located in the floodplain for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Project was part of City's Consent Decree obligations and required strict adherence to regulatory-mandated deadlines. Scope of work included: closed-circuit television inspection (CCTV) of the existing sewer, condition assessment, Preliminary Engineering Report, development of design drawings/specifications, preparing opinion of probable construction cost, permitting, bidding and construction services.

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

Client: Clayton County Water Authority

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

Camp Taylor Sewer System Evaluation Survey (SSES), Louisville, Kentucky

Client: Jefferson County Metropolitan Sewer District

Provided technical oversight and QA/QC a sewer system evaluation survey (SSES) on an approximately 145,000 linear feet collection system for the Louisville and Jefferson County Metropolitan Sewer District (MSD). Stantec's scope included performing a comprehensive sanitary sewer assessment of the system including: flow monitoring, smoke testing, CCTV inspection, manhole inspections, private property inspections, wet weather observations, and dye flooding. In addition, Stantec was responsible for quantifying I&I contributions and providing rehabilitation and capital improvement recommendations.

Annual Condition Assessment and Rehabilitation Design, Aurora, Colorado

Client: City of Aurora

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

Trafton Street Wastewater Pump Station Elimination Feasibility Study, Lexington, Kentucky

Client: LFUCG

Project Manager on a feasibility study to eliminate two small municipal wastewater collection pump stations. Study was performed to capitalize on a planned new penetration through an existing railroad embankment associated with stormwater improvements in the area. Feasibility study consisted of identifying gravity sewer options that could be constructed parallel to the proposed storm sewer to eliminate the need for the pump stations.

Sewer System Evaluation Survey (SSES), Manteca, California

Client: City of Manteca

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

Shelby Park Collection System Rehabilitation Design, Nashville, Tennessee

Client: Nashville Metro Water Services

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

On-Call Wastewater Collection System Engineering Services, Minnetonka, Minnesota

Client: City of Minnetonka

Under a multi-year Master Service Agreement with the City of Minnetonka, Stantec provided flow monitoring, sanitary sewer assessment and rehabilitation design services. Joe served

as Technical Lead on two task orders under this contract. On the first, micromonitoring was performed to quantify and isolate inflow and infiltration sources in a private sewer system serving the Ridgedale Mall area. Joe was responsible for determining meter locations and analyzing flow data results to further isolate I&I sources. On the second task order, Joe led the condition assessment and development of preliminary rehabilitation recommendations and capital construction cost opinions for approximately 1.5M linear feet of wastewater collection sewers from closed circuit television (CCTV) inspection data.

Sewer Lateral Pilot Study, Cincinnati, Ohio

Client: Metropolitan Sewer District of Greater Cincinnati

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

Cane Run Sanitary Trunk Sewer and Pumping Rehabilitation, Lexington, Kentucky

Client: LFUCG

Technical Lead for the evaluation and rehabilitation of approximately 40,000 linear feet of sanitary trunk sewer for LFUCG. The purpose of the project was to identify sanitary sewer overflows in the system and design rehabilitation solutions to eliminate them. Responsibilities included conducting a Sewer System Evaluation Survey (SSES), which included: manhole inspections, field surveying, flow and rainfall monitoring, pipe cleaning and CCTV inspection, and smoke testing. Joe was also responsible for development of a SWMM model for their trunk sewers; development and evaluation of rehabilitation alternatives to restore adequate capacity and eliminate sanitary sewer overflows (SSOs). Joe's responsibilities also included conducting several public meetings with affected neighborhood associations and presenting findings to the Urban County Council.

Sanitary Sewer Assessment, Wadsworth, Ohio

Client: City of Wadsworth

Assisted the City in developing a program to assess and remediate sanitary sewer overflows (SSOs) with their gravity collection system. Performed a condition assessment on approximately 560,000 linear feet (2,340 pipes) of wastewater sewer ranging in size from 6-inch to 42-inch diameter. Joe was the Technical Lead on the condition assessment and was responsible for development of preliminary rehabilitation recommendations, cost opinions and condition scoring to support rehabilitation prioritization.

PLANNING

Evaluation of Exactions Program, Lexington, Kentucky

Client: LFUCG

Project Manager for the evaluation of an infrastructure exactions program for the LFUCG. The Program was originally designed to ensure that new infrastructure needed to serve their Expansion Areas was borne by the developments in those areas, but has continued long since its anticipated life span and created challenges for both the development community and LFUCG. Joe led the evaluation and provided a framework for completion of remaining infrastructure and equitable dissolution of the Program. As part of the process, a robust stakeholder engagement effort was undertaken to identify Program issues and dissolution challenges.

SECTION 7

Risk Management Plan

7

7. RISK MANAGEMENT PLAN

The consultant team you select to implement this Capacity Assurance Program presents LFUCG with two primary risks—potential loss of key personnel, and potential conflicts of interest—which we'll address below.

KEY PERSONNEL

If your capacity assurance consultant loses key staff, there are risks that the project could be understaffed, or institutional program knowledge is lost.

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 in Section 4 of this proposal.

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. In fact:

- Project Manager Joe Herman is celebrating his 25th anniversary with Stantec this month.
- Our task leaders for hydraulic modeling, Bret Lavey, and flow data analysis, Jason Maxwell, have spent their entire engineering careers with Stantec (18 and 16 years, respectively).
- Our task lead for CTIMS maintenance, Matt Basanta, has been with Stantec since he completed his active service commitment with the U.S. Army.
- We've maintained an office in Lexington since 1966.

The key personnel we've identified have all been involved in the development and implementation of your Capacity Assurance Program over the last 10 years. This means LFUCG doesn't have to worry about the loss of institutional project knowledge should we unexpectedly lose a team member.

CONFLICT OF INTEREST

Implementing the SCAP presents a possible conflict of interest because developing land within the Urban Service Boundary requires developers to apply and get approval for sewer capacity. The SCAP consultant is responsible for reviewing these sewer capacity requests.

Any land development work our Lexington office does in Fayette County represents less than 1% of our annual revenue, which means our chances of experiencing a conflict of interest are very low. In the last 10 years we've implemented your SCAP, we've only encountered one potential conflict of interest—when the developer/owner applied for sewer capacity for our new office at 3052 Beaumont Centre Circle. Although we are simply a tenant that leases the building (we do not own it or the property it sits on), we notified the DWQ Director before conducting the technical review of the capacity request.

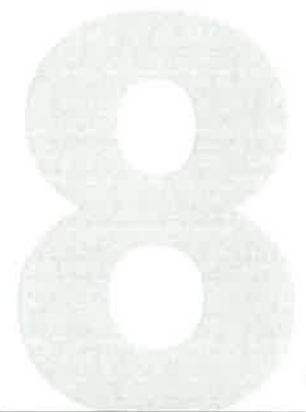
Our MBE subconsultant Vision Engineering does provide survey services to land developers in Lexington. To avoid any potential conflicts, their role will be limited to supporting model verification (field data collection services) and assisting on as-needed CMOM assignments. They will not be involved in performing technical reviews for capacity requests.



Stantec provides very few land development services in Fayette County, minimizing the potential for conflicts of interest

SECTION 8

Office Status and Location of Employees





Stantec's Lexington office at 3052 Beaumont Centre Circle



With more than 300 staff located just in Kentucky, and a total of nearly 650 in the offices marked on the map above, we have more than enough capacity and resources in the region to deliver your program

8. OFFICE STATUS AND LOCATION OF EMPLOYEES

OFFICE STATUS

We will execute work on this contract from our Lexington office, which is staffed with more than 200 professionals. The Stantec community unites more than 25,000 employees working in over 400 locations across 6 continents. While we don't anticipate a need to call on additional resources, they are only a phone call away should we require any specialty services or expertise.

LOCATION OF EMPLOYEES

The table below notes the location of our program implementation core services team (see Section 4 for our organizational chart). Our project manager and core services team members are all located in Lexington. That means that LFUCG will benefit from:

- Ready access to our key team members;
- A SCAP consultant familiar with you and your system, and a strong understanding of local issues and land development processes; and
- A trusted partner with a vested interest in this project. We live and work here too, and want to help you deliver a successful outcome!

TABLE 8.1 PROGRAM IMPLEMENTATION CORE SERVICES TEAM

	Role on Project	Firm	Location
Joe Herman, PE	Project Manager	Stantec	Lexington, KY
Bret Lavey, PE	Hydraulic Modeling	Stantec	Lexington, KY
John Magner, PE	Hydraulic Modeling	Stantec	Lexington, KY
Jason Maxwell, PE	Flow Data Analysis	Stantec	Lexington, KY
Adam Garner, PE	Flow Data Analysis	Stantec	Lexington, KY
Matt Basanta, GISP	CTIMS Maintenance	Stantec	Lexington, KY
Chase Clark, GISP	CTIMS Maintenance	Stantec	Lexington, KY

SECTION 9

Hourly Rates

9

9. HOURLY RATES

Table 1 summarizes the estimated hours and fee for the basic SCAP Scope of Service Deliverables outlined in your RFP. Estimated hours were derived based on a review of our prior level of effort in implementing your SCAP and the assumed quantities provided in the RFP. The estimated hours/fees provided in the table should be considered approximate. Actual hours for some tasks, such as completing capacity review and hydraulic modeling requests, will largely be based on the complexity of the request. As we've done on our past SCAP contracts, LFUCG will only be billed for actual hours, not estimated hours.

TABLE 1: Estimated Fee Schedule - Basic SCAP Scope Deliverables

TASK	ESTIMATED TOTAL ANNUAL HOURS FOR TASK	ESTIMATED TOTAL ANNUAL FEE
Overall SCAP project management	108	\$27,000
Public-facing SCAP software development and maintenance.	180	\$27,540
Complete review/issue recommendations for capacity requests (assume 400 per year).	500	\$121,500
Preparation and submission of four (4) Quarterly Reports and one (1) Annual Report to LFUCG.	215	\$38,525
Draft procurement documents, including site maps, for annual flow monitoring (assume 30 sites).	40	\$7,810
Complete analysis of flow data collected at the 30 sites (assume 120-day collection period) and recalibrate model with synthesized data (assume all data is collected for a single watershed).	380	\$68,270
Complete review/issue recommendations for model compliance of capital improvement projects designed as part of the annual CIP (assume 50 per year).	445	\$70,975
Conduct and document monthly project progress meetings with LFUCG SCAP staff.	108	\$23,410
ESTIMATED ANNUAL TOTALS	1,976	\$385,030

Table 2 summarizes the hourly rates for the key (Core Services) SCAP team members identified in our Organizational Chart presented in Section 4.0. No mark-up will be applied to subconsultant fees. LFUCG will not be billed mileage costs for travel within Fayette County. Other direct expenses will be billed at actual cost (no mark-up).

TABLE 2: Hourly Rates for Key SCAP Team Members

TITLE	HOURLY RATE
Joe Herman	\$250.00 / hour
Bret Lavey	\$215.00 / hour
Jason Maxwell	\$163.00 / hour
Matt Basanta	\$153.00 / hour
John Magner	\$150.00 / hour
Adam Garner	\$135.00 / hour
Chase Clark	\$135.00 / hour

ATTACHMENTS

Required Forms

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Joe Herman Title: Senior Principal

Telephone Number: 859-422-3043 Fax Number: 859-422-3100

Email address: joe.herman@stantec.com

AFFIDAVIT

Comes the Affiant, Stantec Consulting Services Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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


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

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

Continued on next page

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

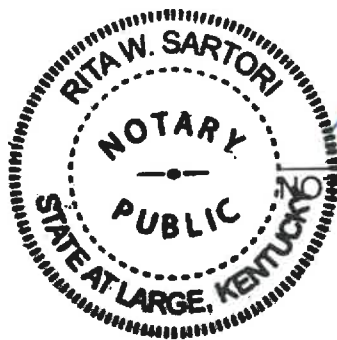
Further, Affiant sayeth naught.



STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe Herman on this the 22nd day of April, 2022

My Commission expires: August 25, 2022



Rita W Sartori 607362
NOTARY PUBLIC, STATE AT LARGE

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 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 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 classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.


Signature

4/22/2022

Date

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- 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

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. 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.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

4/22/2022

Date



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 13-2022

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Lone Camel, PLLC Garrett Dean, PE, PMP 1001 ^{1/2} Mary St. Louisville, KY 40204 502-907-2167 garrett@lone-camel.com	support as-needed CMOM assignments	To be determined by task order	3% (anticipated)
2. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad Hallany 859-559-0516 jhallany@visionengr.com	field data collection to support Hydraulic model refinement/validation (when needed) as-needed CMOM assignments	To be determined by task order	10% (anticipated)
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
Company
4/22/2022
Date

Joe Herman
Company Representative
Senior Principal
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 13-2022

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

Company Name Stantec Consulting Services Inc.	Contact Person Joe Herman
Address/Phone/Email 3052 Beaumont Centre Cir., Lexington, KY 40513 859-806-9282 joe.herman@stantec.com	Bid Package / Bid Date RFP #13-2022 Capacity Assurance Consultant / April 22, 2022

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
Lone Camel, PLLC 1001 1/2 Mary St. Louisville, KY 40204	Garrett Dean	502-907-2167 garrett@lone-camel.com	4/13/2022	support as-needed CMOM assignments	Phone, email	TBD based on Task Orders	---	Yes
Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150	Jihad Hallany	859-559-0516 jhallany@visionengr.com	4/11/2022	field data collection to support	Phone, email	TBD based on Task Orders	AS	
				Hydraulic model refinement/				
				validation (when needed)				
				as-needed CMOM assignments				

(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

Joe Herman
Company Representative

4/22/2022
Date

Senior Principal
Title

WORKFORCE ANALYSIS FORM

Name of Organization: Stantec Consulting Services Inc. (Lexington, Kentucky location)

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		See Attached															
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: Christina Hlady Date: 04 / 13 / 22
(Name and Title) *Revised 2015-Dec-15*

CO= L357814
 U= N528711

EQUAL EMPLOYMENT OPPORTUNITY
 2020 EMPLOYER INFORMATION REPORT EEO-1
 50 AND OVER EMPLOYEES REPORT

SECTION B - COMPANY IDENTIFICATION

1. STANTEC
 61 COMMERCIAL STREET
 ROCHESTER, NY 14614

2.a. Lexington KY
 3052 Beaumont Centre Circle
 Lexington, KY 40513

c. EIN= 112167170

SECTION C - TEST FOR FILING REQUIREMENT

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

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	2	0	49	0	0	0	0	1	9	0	0	0	0	0	0	61
PROFESSIONALS	2	1	71	2	0	3	0	1	13	0	0	1	0	0	94	
TECHNICIANS	0	0	22	0	0	0	0	1	6	0	0	1	0	0	30	
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	0	0	12	0	0	0	0	0	14	
CRAFT WORKERS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
OPERATIVES	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
LABORERS & HELPERS	0	0	14	0	0	0	0	0	0	0	0	0	0	0	14	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	4	1	164	2	0	3	0	3	40	0	0	2	0	0	219	
PREVIOUS REPORT TOTAL	7	1	170	2	0	3	0	3	48	0	0	2	0	0	236	

SECTION F - REMARKS