

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 13 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Stantec Consulting Services Inc., 3205 Beaumont Centre Circle, Lexington, Kentucky 405013 (**CONSULTANT**). **OWNER** intends to proceed with the Engineering Services for the Furlong Drive Greenway BMP Project as described in the attached Exhibit A, "**RFP #25-2023 Engineering Service for the Furlong Drive Greenway BMP Project.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

**OWNER** and **CONSULTANT**, in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

#### 1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #25-2023 Engineering Services for the Furlong Drive Greenway BMP", and attached Exhibit C "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP #25-2023)

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall provide five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit C, page 36 of 58, for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT.**

#### **5.1.1. For Basic Services**

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included on pages 31-32 of **EXHIBIT C**, or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

### **5.2. Times of Payment**

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing.

**OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

### **5.3. Other Provisions Concerning Payments**

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

- 6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents**

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

### **6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor.

The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

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

#### **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

#### **6.5. Disputes**

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

#### **6.6. Accuracy of CONSULTANT'S Work**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

#### **6.9. Risk Management Provisions, Insurance and Indemnification**

##### **6.9.1. DEFINITIONS**

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

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

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

#### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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



attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Including Products/Completed Operations)	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability	\$1 million per occurrence
Professional (E&O) Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and

Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

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

#### **6.9.5. SAFETY AND LOSS CONTROL**

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

#### **6.9.6. DEFINITION OF DEFAULT**

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

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.
  - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

STANTEC CONSULTING SERVICES, INC.

BY: Linda Gorton  
LINDA GORTON, MAYOR

BY: Jason C. Maxwell  
JASON C. MAXWELL

ATTEST:

Mackenzie Stoll  
Deputy URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jason Maxwell, as the duly authorized representative for and on behalf of Stantec, on this the 10<sup>th</sup> day of July, 2023.  
My commission expires: August 25, 2026.

Rita W Sartori  
NOTARY PUBLIC KYNP56324



**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES**

**AND RELATED MATTERS**

**RFP 25-2023**



# Lexington-Fayette Urban County Government

## Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2023 Engineering Services for the Furlong Drive Greenway BMP Project** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 17, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.



The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

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### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;



- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall

mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract. Page | 4

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

#### **LFUCG Non-Appropriation Clause**

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

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

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

### Contention Process

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

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

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

### **AMERICAN RESCUE PLAN ACT**

#### **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 mechanics 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.

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Signature

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Date



**SELECTION CRITERIA:**

A	Hourly Rate	<b>10 Points</b>
B	Specialized experience and technical competence of the person or firm	<b>25 Points</b>
C	Capacity of the person or firm organization to perform the work.	<b>15 Points</b>
D	Character, integrity, reputation, judgment, experience and efficiency of the person or firm	<b>20 Points</b>
E	Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner;	<b>15 Points</b>
F	Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm;	<b>15 Points</b>

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

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1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**AFFIDAVIT**

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

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### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-Professionals</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintenance</b>																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Name and Title)

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:  
Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)



Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to

require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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

## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>) Page | 25

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozekey@yahoo.com">lavozekey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488

**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote.

If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval Page | 26 immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

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

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

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

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

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

**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**



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

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

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

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

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

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

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

**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

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

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

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

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

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

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

**LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

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

**Bid/RFP/Quote # \_\_\_\_\_**  
**Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_**

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

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # \_\_\_\_\_**

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract

goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

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

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

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

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

## 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.

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

LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

#### A. Termination for Cause

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



mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

- d. Failure to diligently advance the work under a contract for construction services;
- e. The filing of a bankruptcy petition by or against the contractor; or
- f. Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

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

relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Scope of Services RFP #25-2023  
Request for Proposals (RFP) and Hourly Rates for  
Professional Engineering Services  
Furlong Drive Greenway BMP Project**

**Overview**

This RFP covers two Phases (Phase 2 & Phase 3) that have deliverables related to each other.

**PHASE 1: COMPLETED** – Preliminary Engineering Services – Furlong Drive Feasibility Study dated November 23, 2021 to the LFUCG Division of Environmental Services

Website - <https://www.lexingtonky.gov/stormwater-and-storm-sewer-system>  
- Scroll till the Furlong Drive Greenway – Feasibility Study

**PHASE 2:** Consultant to conduct Final Design Services (i.e. Developing Final Construction Plans and Contract Documents) based on information provided in Phase 1.

**PHASE 3:** Consultant to preform Bidding Assistance and Construction Administration throughout the Construction Phase

The above work is to be conducted under separate Task Orders issued by LFUCG.

- **Attachment A** - LFUCG-KIA Commitment Letter
- **Attachment B** - KIA Kentucky USDA/Rural Development Utility Program Fee Guide
- **Attachment C** – LFUCG Resolution Number – 018-2023
- **Attachment D** – LFUCG Task Order – Blank
- **Attachment E** – Engineering Service Agreement
- **Attachment F** - Fee Schedule

**Background**

Wolf Run flows through the Furlong Drive Greenway, which is located near the intersection of Furlong Drive and Beacon Hill Road. Stormwater Runoff from urban and residential areas can transport pollutants such as automotive oils and greases, trash and litter, and fertilizers which reduce the water quality in Wolf Run. Peak stormwater runoff rates, elevated by impervious surface areas, can also result in erosive instream discharge velocities, potentially cutting stream banks and transporting sediment downstream. Water quantity issues can result in flooding and

damage to residential structures and impacts to roadways. The Furlong Greenway includes ten parcels where often-flooded homes were purchased and demolished by LFUCG.

The design that will be used in Phase 2 (Final Design Construction Plans and Contract Documents) is Option 3 as presented in the Preliminary Engineering Document – Furlong Drive Feasibility Study dated November 23, 2021 to the LFUCG Division of Environmental Services.

This project has been awarded a KIA (Kentucky Infrastructure Authority) grant (KIA Grant Number 22CWS007).

### **Goals and Objectives**

The Consultant shall perform the professional services hereinafter stated which include customary civil, geotechnical, surveying, and other technical services as necessary for design, bidding, and construction administration for the improvements as specified in this scope. The Consultant shall also assist in preparing all documents to comply with the Terms and Conditions of the KIA (Kentucky Infrastructure Authority) grant (KIA Grant Number 22CWS007) including, but not limited to **Attachment A**. Engineering fee limitations will be determined by the most recent USDA Rural Development Utility Program Fee Guide – **Attachment B**.

Consultant to base Engineering Fees on “Conceptual Project Cost Opinion – Furlong Greenway BMPs – Offline Channel Option” from the Preliminary Engineering Document having Construction with Contingencies estimated at \$775,645.00

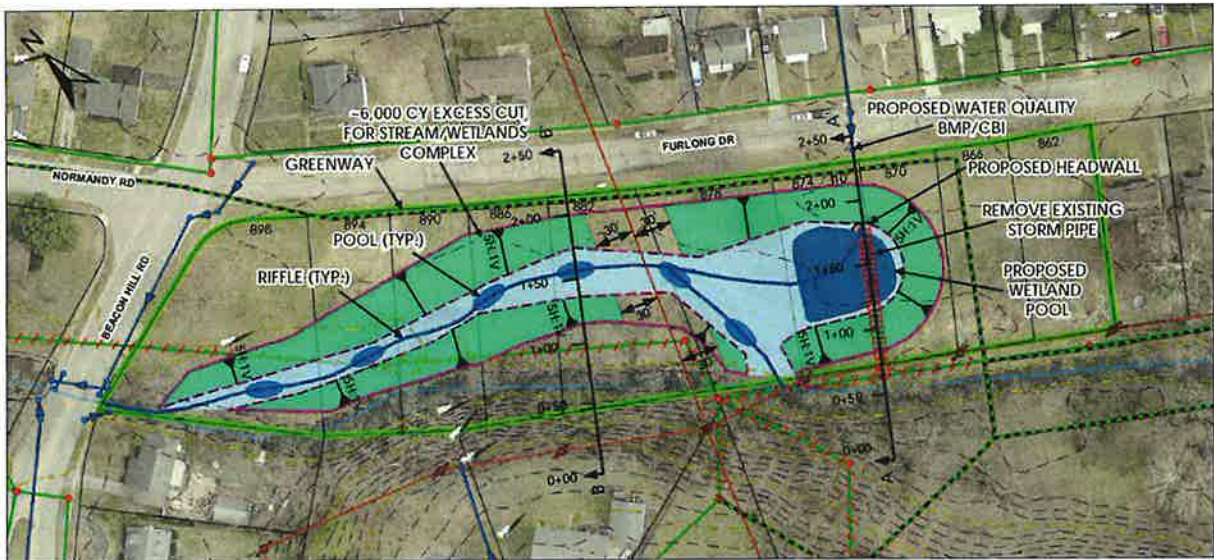
The CONSULTANT must include, in their proposal, a worksheet clearly demonstrating and certifying that their fee is within the fee amount limitation as determined by the most recent USDA Rural Development Utility Program Fee Guide.

### **No Inspection Fees are to be included in Consultants Estimates**

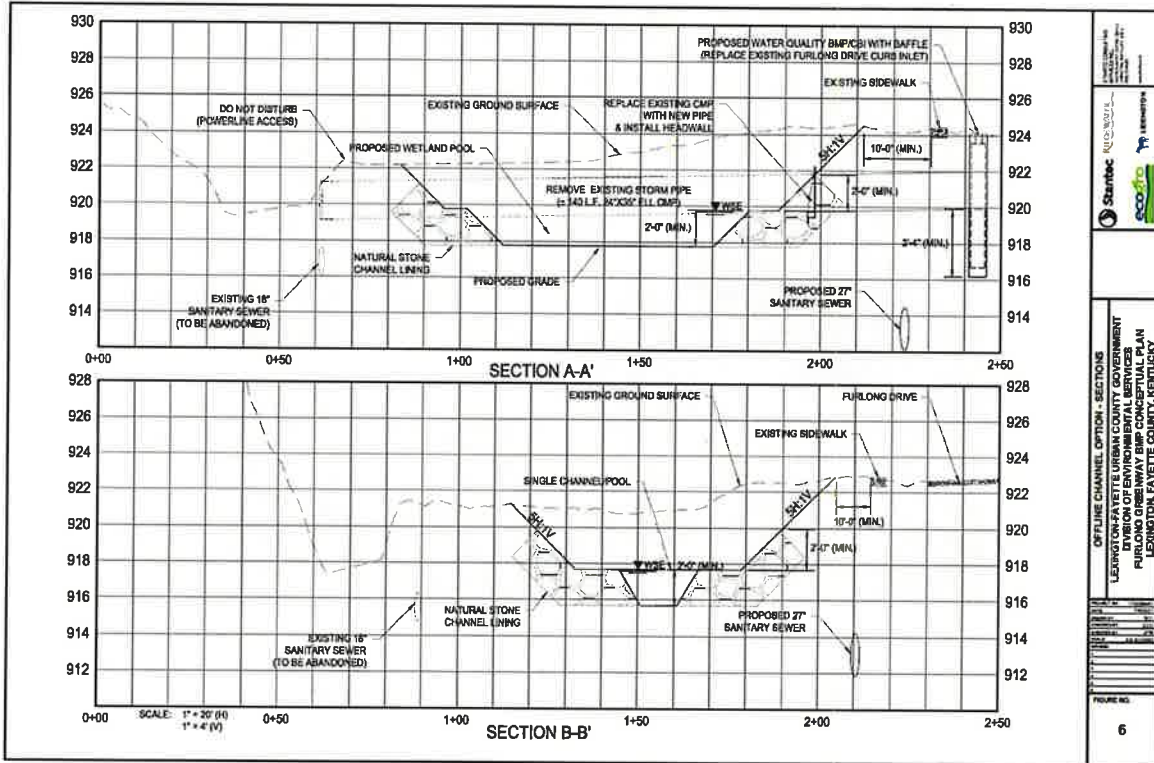
LFUCG cannot provide an interpretation of USDA/KIA guidance on what is to be included in “Engineering Fees” regarding BASIC DESIGN. Proposers are encouraged to contact the USDA/KIA contact for clarification on separation of engineering, geotechnical, surveying, etc. The Fee Schedule shown in Attachment E has a Task 6 Line Items for “Additional Services” that are not included in the “Engineering Fee”.



*Project Area Map of Furlong Drive Greenway  
Green Line – Project Area*



*Option #3 - Plan View  
Offline Channel  
(Cross Sections shown in Figure 3)*



Option #3 – Cross Sections  
Offline Channel

## **General Submittal Requirements**

All submittals must be submitted electronically in Ionwave. SOQ's shall be no more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

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1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (five pages maximum)
  - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.
3. Project Team (ten pages maximum)
  - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. Firm Reference Projects (four pages maximum)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and

local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).
  
8. Statement of Hourly Rates (two pages maximum)
  - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.
  
9. Anticipated Scope of Work (three pages maximum)

Provide a general discussion of how the firm will complete the scope of services.

The Consultant’s estimated fee for the project shall be based upon the current edition of the USDA Rural Development Utility Program Fee Guide and should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used in the event that there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.



### Exhibit 1

Project Team Location(s)		Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Prime Consultant	Location (City, State)			
Headquarters				
Local Office				
PM Location				
<u>Subconsultants</u> Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

## Scope of Services

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential permits, plans or documents but to outline where there are major deliverables within the scope of work that are required to be submitted as stand-alone documents. All work shall be performed under Task Orders as shown in Attachment D.

## Design Services – Phase 2\*

*\*(The Consultant, upon Notice to Proceed shall provide Phase 2 – Design Services for Option #3 – Offline Channel Alternative.) No hydrologic or hydraulic analysis is required for this project.*

### **Task 1**

#### **Detailed Design & Construction Documents**

*For the selected design solution above, the Consultant shall provide the following design services:*

- a. Conduct field surveying in design area including, but not limited to
  - i. Provide notification to property owners regarding survey and access,
  - ii. Verification and quality check for use of previous survey data, (not described)
  - iii. Identification of the location of property boundaries and markers of affected properties,
  - iv. Location and elevation of other physical features, including structures, fencing, trees, etc.,
  - v. Profiles of storm and sanitary sewers, and locations of other underground utilities in the identified area.
  - vi. Profile of stream along with cross sections of the Stream at a minimum of 25 foot sections.
  - vii. Locate drainage features, floodplain/floodway limits or utilities outside of the identified area that may be necessary for design or additional modeling.
- b. Provide Detailed Design Plans (of standard scale and sheet size) and Specifications for construction.
- c. Develop an Erosion and Sediment Control Plan or Stormwater Pollution Prevention (SWPP) Plan as necessary, determined by the scope of work taking into account the duration of the anticipated construction.
- d. Provide an opinion of probable construction cost. Consultant shall review recent bids submitted to LFUCG to determine the most current prices.
- e. Coordinate design with Utility Companies.
- f. The consultant will develop a planting plan, using KY Native Species, in coordination with LFUCG Division of Environmental Services.
- g. The consultant will refer to the most current version of the LFUCG Stormwater Manual for guidance when applicable.
- h. Consultant to obtain As-Built drawings of newly constructed sanitary sewer in proximity of project site, and shall design site so that it shall maintain a 15-foot no-disturbance buffer from new sanitary sewer.

## Contract Documents

Prepare all Contract Documents (i.e. Construction Plans, Specifications, etc.) in format per LFUCG Division of Purchasing utilizing Division of Water Quality's Technical Specifications and LFUCG Standard Drawings shall be utilized to the maximum extent possible. Final Contract Document submittal shall consist of:

Bid Sets – Presented to Division of Water Quality Project Manager prior to Advertisement

- Two (2) – Full Size Plans – Construction Management
- Two (2) – Specifications – Bound
- A set of digital files of Plans and Specifications (“pdf format”) created on a USB Stick.

Final Conformed Construction Sets – Presented to Division of Water Quality Construction Manager at Pre-Construction Meeting

- Six (6) - Full Size Plans
  - LFUCG - Construction Management (3)
  - LFUCG - Project Manager (1)
  - Contractor (2)
- Three (3) – Half Size (11” x 17”)
  - LFUCG – Construction Management (2)
  - LFUCG – Project Manager (1)
- Six (6) Specifications – Bound
  - LFUCG - Construction Management (3)
    - Original Signatures (1)
    - Reproduction (2)
  - LFUCG - Project Manager (1)
    - Reproduction (1)
  - Contractor (2)
    - Original Signatures (1)
    - Reproduction (1)
- A set of digital files of Plans and Specifications (“pdf format”) created on a USB Stick.

Consultant shall be responsible for all costs for all deliverables as listed above.

## **Task 2**

### **Bidding Assistance and Construction Administration – Phase 3\***

*\*Authorized under separate Task Order*

The Consultant shall provide the following Construction Administration services including;

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- a) Bidding:
  - i. Submit advertisement, bid tabulation, and revised budget to LFUCG. Schedule, prepare agenda, prepare record minutes of the Pre-bid and Pre-construction meetings, and distribute minutes to all Stakeholders. Letter of Recommendation to Award, Assist the LFUCG Division of Central Purchasing with document distribution and preparation of Addenda. Consultant shall be responsible for all printing charges for contract documents delivered to the OWNER.
- b) Construction Administration:
  - ii. Review and Process Shop Drawings, Schedule, Conduct and Distribute minutes of monthly progress meetings (as needed), Monthly pay requests and progress meeting minutes. Provide support for any outside funding source reimbursement/ payment requests. Coordinate the approval of all contract amendments (change orders). Complete/ coordinate preparation of and submittal of closeout documents (including, but not limited to “as-built” drawings, Notices of Termination of any permits), and certifications.

## **Task 3**

### **Additional Engineering Services**

- a. Geotechnical exploration/soundings/analysis as necessary to support the design. If required, rock soundings are to be taken at a maximum interval of 25 ft. Soundings may be taken parallel to the stream along the bank in non-paved areas. Consultant shall submit a sounding plan to LFUCG for acceptance prior to work. Soundings shall be to a maximum depth which corresponds to one foot below the lowest invert elevation or to auger refusal, whichever occurs first.
- b. Prepare all permit applications and perform all work necessary to obtain all permits required for the project (other than the Notice of Intent to KDOW for KYR10, LFUCG Land Disturbance Permit, and other permits to be obtained by the Contractor). Permits may include, but are not limited to:
  - a. Kentucky Division of Water Stream Construction permit and Water Quality Certification.
  - b. Utility easement encroachment agreements
  - c. US Army Corps of Engineers
  - d. FEMA No-Impact Certification or Conditional/Final Letter of Map Revision
- c. The Consultant shall be responsible for Kentucky Infrastructure Authority (KIA)/ Kentucky Cleaner Water Program Assistance, which includes but not limited to:

- a. Preparation and submittal of all necessary documents to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter.
- b. Submittal of project plans and specifications to the Kentucky Division of Water (KYDOW) for the KYDOW Approval Letter.
- c. Submittal of the following items within fourteen (14) days of construction bid opening;
  - i. Engineer's approval of the "as-bid" project budget with the Engineer's signature
  - ii. Affidavit of newspaper publication with tear sheet of advertisement (provided by LFUCG).
  - iii. Certified bid tabulations with the Engineer's seal, number, and signature.
- d. Completion and submittal of the Certificate of Project Completion

### Meetings

The Consultant shall schedule, coordinate and preside over meetings, develop the agenda and keep and distributing meeting minutes which, at a minimum, will include the following:

#### Design Services- Phase 2

- a. One (1) meeting (Kickoff) meeting to address project scope and objectives,
- b. One (1) meeting with LFUCG staff to review design and construction documents (30%)
- c. One (1) meeting with affected stakeholders/property owner(s) will be held to present the plan and receive input (30%).
- d. One (1) meeting with LFUCG staff plans, specifications, and opinion of costs (90%)
- e. One (1) meeting with affected stakeholders/property owner(s) will be held to present the plan and receive input (90%)

#### Construction Administration/Oversight - Phase 3

- a. Pre-bid conference
- b. Pre-construction conference
- c. Construction progress meetings (assume 3)
- d. Project closeout/punch list meeting

**Should additional meetings be required, the Consultant shall provide a unit price for; 1) meetings with LFUCG, and 2) meetings with stakeholders/property owners. A qualifying "additional meeting" will have the Consultant notify the LFUCG Project Manager in writing prior to the meeting to or within one day after additional meeting has occurred stating said meeting. All other meetings/phone calls/visits will be incidental to the project costs, and part of the Consultant Fees.**

## Schedule

The duration of all activities defined and listed below as Phase 2 shall begin as soon as the Consultant has received a written notice to proceed and shall not exceed the times listed below. Extension of the duration will be at the sole discretion of the Division of Water Quality, and requests for extensions by the Consultant shall be in writing and considered only for additional major activities not included in this document. The following schedule is provided as a basis for task deadlines and will remain in effect until a replacement schedule is approved in writing by LFUCG.

The duration of all activities defined and listed below as Phase 3 shall begin once the Consultant has received a written notice to proceed (a Purchase Order issued by LFUCG will be considered a Notice to Proceed) and shall not exceed the times listed below. Extension of the duration will be at the sole discretion of the Division of Water Quality, and requests for extensions by the Consultant shall be in writing and considered only for additional major activities not included in this document. The following schedule is provided as a basis for task deadlines and will remain in effect until a replacement schedule is approved in writing by LFUCG.

<b>Design Task Schedule-Phase 2</b>	<b>Duration</b>
Kickoff Meeting,	5 days
30% Plans Review, LFUCG Meeting, Stakeholder Meeting, Utility Coordination Meeting, ROW Sheet, and MOT Plan	60 days
90% Plans and Specifications Review and LFUCG and Stakeholder Meeting	30 days
Submit Final Plans and Specifications to LFUCG	15 days
<b>Bidding and Construction Administration Services-Phase 3</b>	<b>Duration</b>
Bidding and Recommendation of Award	30 days
Construction Administration Services	180 days

## **Method of Invoice and Payment**

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report based on the approved TM format. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality – Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task amount prior to acceptance of the final documents related to that Task or more than 95% of the total contract amount prior to final acceptance of the recommended design solution or completion of construction of the design solution for projects resulting in construction.

Regardless of the invoices submitted by the Consultant, the Division of Water Quality shall not approve a greater percentage of payment than outlined in the following schedule.

Fee / Billing Schedule- Phases 2 & 3	Invoice
<b><u>Phase 2 – Final Design and Construction Documents</u></b>	
Submission of 30% Plans	30%
LFUCG Meeting, Stakeholder Meeting, Utility Coordination Meeting, submission of ROW Sheet and MOT Plan	50%
Submission of 90% Plans and Specifications and LFUCG Meeting	90%
Submission of Final Plans and Specifications	100%
<b><u>Phase 3 – Bidding and Construction Administration Services</u></b>	
Bidding Services	25%
Construction Services*	100%

\*Monthly billings correlated with contractor progress and billing may not exceed 90% until Substantial Completion.

**Method of Award**

Method of award will be the Firm with the highest scored RFP.

**STOP WORK NOTICE:**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the amount of the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.



# **Attachment A**

**KENTUCKY INFRASTRUCTURE AUTHORITY  
CONDITIONAL COMMITMENT LETTER  
KIA Grant Number 22CWS007  
WRIS Project Number SX21067065**

*Full Document can be provided upon Request*



**KENTUCKY INFRASTRUCTURE AUTHORITY**

**Andy Beshear**  
Governor

100 Airport Road  
Frankfort, Kentucky 40601  
(502) 573-0260  
<https://kia.ky.gov>

**Sandy Williams**  
Executive Director

November 21, 2022

Linda Gorton  
Mayor  
Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

**KENTUCKY INFRASTRUCTURE AUTHORITY**  
**CONDITIONAL COMMITMENT LETTER**  
KIA Grant Number 22CWS007  
WRIS Project Number SX21067065

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$906,645 for the LFUCG - Furlong Drive Offline Channel Water Quality Improvement project. We look forward to working with you to successfully complete your Project!

Please be aware that these Round 2 CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

An Assistance Agreement will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.

**TEAM**  
**KENTUCKY.**

An Equal Opportunity Employer M/F/D

Linda Gorton  
November 21, 2022  
Page 2

22CWS007

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We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,  
Executive Director

**Attachments**

cc: Robert Peterson, Project Administrator  
Charles H Martin, Lexington Fayette Urban County Government  
Karyn Leverenz, ADD Coordinator  
Don Schierer, KIA Grant Analyst  
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

  
Accepted

02-07-23  
Date

**EXHIBIT 6A**  
**ENGINEERING SERVICES**

**If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.**

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires an engineer and will have an engineering contract.
- This project was designed by an in-house engineer and will not have an engineering contract.
- This project does not require design by an engineer and will not have an engineering contract.

**EXHIBIT 6B**

**GRANTEE & ENGINEER FEE CONFIRMATION**

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

**Grantee Authorized Official:** \_\_\_\_\_  
*Signature*

**Professional Engineering Firm:** \_\_\_\_\_

**Professional Engineer:** \_\_\_\_\_  
*Signature*

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

**Note:** In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

[Link to eClearinghouse](#)

**EXHIBIT 8**

**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER  
FOR  
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires DOW approval and the approval letter is attached.
- This project does not require DOW approval and the approval letter is not applicable.

## EXHIBIT 9

## THE BID PACKAGE

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- Procurement for this project used another procurement type and is described below.

Other Procurement description: \_\_\_\_\_



**EXHIBIT 11**

**CERTIFICATE OF PROJECT COMPLETION**

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about \_\_\_\_\_.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

**Project Engineer:** \_\_\_\_\_

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

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

**Authorized Official:** \_\_\_\_\_

**Project Administrator:** \_\_\_\_\_

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

## **Attachment B**

### **KENTUCKY USDA/RURAL DEVELOPMENT UTILITY PROGRAM FEE GUIDE**

**KENTUCKY USDA/RURAL DEVELOPMENT UTILITY PROGRAM  
FEE GUIDE**

The following Tables I and II are designed to represent usual and customary reimbursement percentages for the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are to be utilized in conjunction with projects using the "Engineers Joint Contract Documents Committee (EJCDC) documents for Project Contract Documents to help provide guidance when determining applicable fees.

**FEEES FOR PROFESSIONAL ENGINEERING SERVICES**  
**PERCENTAGE OF CONSTRUCTION COST**

**TABLE I – BASIC DESIGN**

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$	
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto are typically 85% of the above Table I percentages.

**FEES FOR RESIDENT PROJECT REPRESENTATIVE SERVICES**  
**PERCENTAGE OF CONSTRUCTION COST**

**TABLE II – INSPECTION COSTS**

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
\$ 100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

**NOTE:** Add two percent to the above Table II percentages for the first \$1,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$1,000,000 cost of treatment facilities.

**GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES**

The Resident Project Representative will maintain a daily log meeting USDA/Rural Development Utility Program requirements. Respective percentages for construction costs between the values listed in the schedule can be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, they are treated as one whole project and the typical compensation can be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. If remaining funds are used and additional construction is designed and bid, the project is considered a new project.

OWNER _____	ENGINEER _____
TITLE _____	TITLE _____
DATE _____	DATE _____

# **Attachment C**

**Resolution No 018-2023**

RESOLUTION NO. 018 - 2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONDITIONAL COMMITMENT LETTER AND AGREEMENT WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACCEPT AN AWARD OF \$906,645.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER ROUND 2 GRANT (AMERICAN RESCUE PLAN ACT FUNDS), FOR DESIGN AND CONSTRUCTION OF WATER QUALITY IMPROVEMENTS ON URBAN COUNTY GOVERNMENT PROPERTY ON FURLONG DRIVE, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a conditional commitment letter and an agreement with the Kentucky Infrastructure Authority, which are attached hereto and incorporated herein by reference, to accept \$906,645.00 in federal funds under the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds), for the design and construction of water quality improvements on LFUCG property located on Furlong Drive, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 31, 2023

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
0012-23.BGS.X\CASES\COMDEV\23-LE0001\LEG\00772446.DOCX

# **Attachment D**

## **LFUCG Task Order - Blank**

**LFUCG TASK ORDER NO.**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**  
**RFP XX-2023 FOR Professional Engineering Services**  
**Furlong Drive Greenway BMP Project**

**CONSULTANT**

**OWNER**

<b>Name</b>		Lexington Fayette Urban County Government
<b>Street Address</b>		200 East Main Street
<b>City, State, Zip</b>		Lexington, KY 40507
<b>Contact Person</b>		
<b>Telephone</b>		
<b>Fax</b>		
<b>E-Mail</b>		

**Task Order Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



# **Attachment E**

## **Engineering Service Agreement**

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_ (name & address) \_\_\_\_\_ (**CONSULTANT**). **OWNER** intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, "**RFP #25-2023 Engineering Services for the Furlong Drive Greenway BMP Project**." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

#### 1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A **Engineering Services for the Furlong Drive Greenway BMP Project** "; RFP #25-2023" (including Appendices\_\_\_\_ and Addendums\_\_\_\_), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #\_\_\_\_), and amendments to the **CONSULTANT'S** proposal included

**in attached Exhibit D “Further Description of Basic Engineering Services and Related Matters.”**

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

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**1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

**1.2.4.** The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

**1.2.5.** After the **OWNER’S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER’S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

**1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT’S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

**2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the

completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT/Final Task Order** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Task Order** or otherwise adjusting the scope of the services or work and any related fees.

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**4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “**DISPUTES**” of this Agreement shall apply.

**4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “**DISPUTES**” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT/Final Task Order** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Task Order** or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT.**

#### **5.1.1. For Basic Services**

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

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

### **6.3. Legal Responsibilities and Legal Relations**

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

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

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

### **6.4. Successors and Assigns**

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

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

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

## 6.5. Disputes

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

## 6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

## 6.7. Security Clause

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

## 6.8. Access to Records

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



## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. DEFINITIONS**

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

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

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

### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### **6.9.3. FINANCIAL RESPONSIBILITY**

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

### **6.9.4. INSURANCE REQUIREMENTS**

#### **6.9.4.1. Required Insurance Coverage**

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

**Coverage**

**Limits**

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially

available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

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

### **6.9.5. SAFETY AND LOSS CONTROL**

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

### **6.9.6. DEFINITION OF DEFAULT**

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

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

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## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

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

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

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

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

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

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

**CONSULTANT:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

\_\_\_\_\_

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY     )  
  )  
COUNTY OF FAYETTE                             )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_ day of \_\_\_\_\_, 2023.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**RFP#25-2023 Engineering Services for the Furlong Drive Greenway BMP Project**

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
ENGINEERING SERVICES AND  
RELATED MATTERS**

# **Attachment F**

## **FEE Schedule**

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

Project: **Furlong Drive Greenway BMP Project**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

	Task	Description	Fee	Subtotal
<b>Phase 2</b>	1	Detailed Design & Construction Documents		
	3	Other Engineering Services		
		Meetings (Five)		
		<b>Phase 2 - Design and Construction Docs</b>		
<b>Phase 3</b>	2	Bidding and Construction Administration		
		Meetings (6)		
		<b>Phase 3 - Bidding and Construction Admin</b>		
		<b>Total Fee (Sum Phases 2 &amp; 3)</b>		
	Meetings	Public Meeting with Stakeholders (each add'l)		
	Meetings	Meeting with LFUCG (each additional)		

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

4/21/2023

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

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

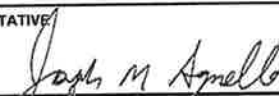
PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):		
INSURED 1426517 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Company of America		25674
	INSURER B : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 14658082 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	47 - GLO-307584	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2023 5/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N N	47 - UMO-307585	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2023 5/1/2023	5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
LEXINGTON, KY. THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, CONSULTANTS, ASSIGNS, VOLUNTEERS AND SUCCESSORS IN INTEREST ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  14658082 LEXINGTON FAYETTE COUNTY URBAN GOVERNMENT 200 EAST MAIN STREET, SUITE 925 LEXINGTON KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)

9/19/2022

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

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 14188960

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2022	10/1/2023	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ALL WORK PERFORMED BY NAMED INSURED.

**CERTIFICATE HOLDER**

14188960  
 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
 125 LISLE INDUSTRIAL AVE. SUITE 180  
 LEXINGTON KY 40511

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES**

**AND RELATED MATTERS**





**LEXINGTON**

**RFP-25-2023**

**Stantec**

**Stantec Consulting Services Inc.**

**Supplier Response**

**Event Information**

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

**Contact Information**

Contact: Brian Marcum  
Address: Central Purchasing  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

## Stantec Information

Contact: Joe Herman  
Address: 3052 Beaumont Centre Circle  
Lexington, KY 40513  
Phone: (859) 422-3043  
Email: joe.herman@stantec.com

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

Jason Maxwell

*Signature*

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

jason.maxwell@stantec.com

*Email*

## Response Attachments

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

Stantec Response to RFP 25-2023



# Furlong Drive Greenway BMP Project

RFP #25-2023

PREPARED FOR: LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

MAY 17, 2023



Furlong Drive

Lexington, KY



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



Lexmark Rainwater Harvesting

Lexington, KY

SECTION 1

# Letter of Transmittal



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



Stantec Consulting Services Inc.  
3052 Belmont Centre Circle, Lexington, KY 40513

May 17, 2023

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

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

Dear Mr. Marcum,

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

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

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

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

Sincerely,

**Stantec Consulting Services Inc.**

Jason Maxwell, PE  
Principal

Sam Lee, PE  
Project Manager

**26,000+**  
employees globally

**350+**  
employees in Kentucky

**400+**  
locations worldwide

**2**  
locations in Kentucky

**50+**  
years supporting  
Kentucky infrastructure

SECTION 2

# Firm Qualifications



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

## 2. Firm Qualifications

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

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

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

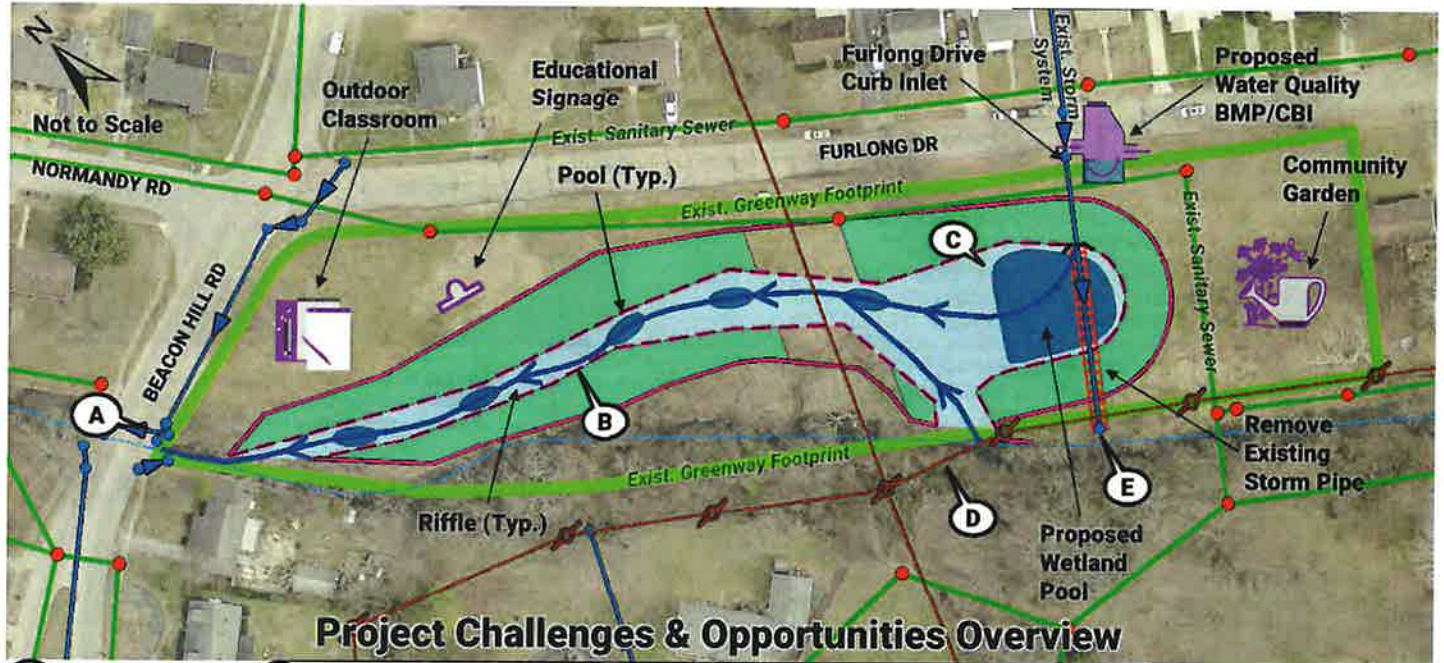
The bottom line – **our team is the best qualified** to assist LFUCG in completing this project. We understand the challenges for this project and the opportunity to vastly improve both the greenway and Wolf Run, for the whole community to enjoy. Following up on our Feasibility Study, our Project Team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



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



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



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



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



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



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



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



### Why We Will Be Successful

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

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

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

The technique is simple:



### Design

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

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

## PERMITTING SUCCESS

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

### Successful Environmental Permitting

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

**Public Education**

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

**University of Kentucky**  
**Alumni Drive Stream Restoration Project**  
 Enhancing Education - Protecting Water Quality - Minimizing Maintenance

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

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

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

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

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

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

**LEXINGTON**  
 Funded in part by the LFUGG Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program

To learn more about UK's Stormwater Program visit: <https://www.uk.edu/uv/Stormwater>

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

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





Fayette County, KY

SECTION 3

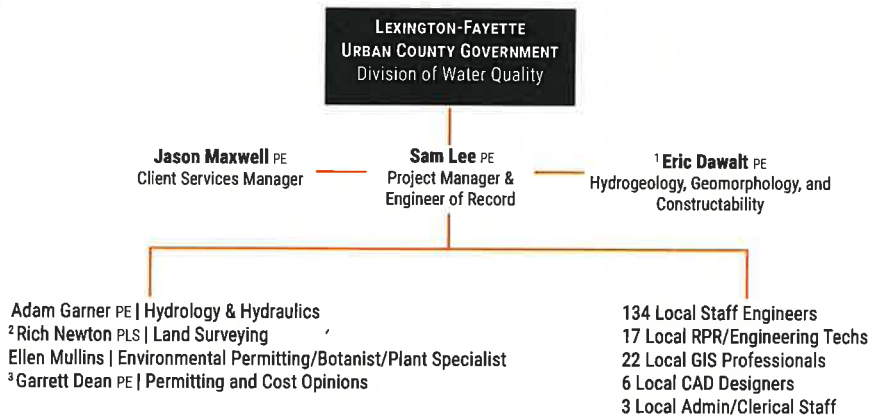
# Project Team



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

### 3. Project Team

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



**KEY**  
<sup>1</sup>Ridgewater  
<sup>2</sup>Vision  
<sup>3</sup>Lone Camel

### STAFFING RISK MANAGEMENT PLAN

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

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

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



**Jason Maxwell** *PE*

Lexington, Kentucky

**17**

Years of relevant experience

**EDUCATION**

- BS/MS, Bioenvironmental Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer – Kentucky (#28686)

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

**CLIENT SERVICES MANAGER**

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

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

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

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

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

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

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

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

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



**Sam Lee** PE

Lexington, Kentucky

**13**

Years of relevant experience

**EDUCATION**

- BS/MS, Civil Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer –Kentucky (#30924)

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

**PROJECT MANAGER & ENGINEER OF RECORD**

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

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

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

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

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

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

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



**Eric Dawalt** *PE*

Winchester, Kentucky

**24**

Years of relevant experience

**EDUCATION**

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

**RELEVANT REGISTRATION**

- Professional Engineer –Kentucky (#40391)

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

**HYDROGEOLOGY, GEOMORPHOLOGY, & CONSTRUCTABILITY**

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

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

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

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

**Hatchery Creek Stream Restoration Project |**



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

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

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



**Adam Garner** PE

Lexington, Kentucky

**6**

Years of relevant experience

**EDUCATION**

- BS, Biosystems Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer –Kentucky (#37159)

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

**HYDROLOGY & HYDRAULICS**

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

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

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

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

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

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

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





**Rich Newton** *PLS*

Lexington, Kentucky

**30**

Years of relevant experience

#### EDUCATION

- BS, Environmental Science/Ecology, Morehead State University

#### RELEVANT REGISTRATION

- Professional Land Surveyor –Kentucky (#3674)

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

## LAND SURVEYING

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

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

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

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

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

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

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

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

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

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



**Ellen Mullins**

Lexington, Kentucky

**13**

Years of relevant experience

**EDUCATION**

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

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

**ENVIRONMENTAL PERMITTING, BOTANIST, & PLANT SPECIALIST**

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

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

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

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

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

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

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



Greylne Stormwater Improvements

Lexington, KY

SECTION 4

# List of Clients



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

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

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

CLIENT	CONTACT INFORMATION	PROJECT NAME(S)*
Lexington-Fayette Urban County Government (LFUCG)	Demetria Kimball Mehlhorn Program Manager Sr. – Division of Environmental Services (859) 425-2554   dkimball@lexingtonky.gov	<ul style="list-style-type: none"> <li>• LFUCG Greenways Program</li> </ul>
	Frank H. Mabson Jr. Program Manager Sr. – Division of Water Quality (859) 367-4942   fmabson@lexingtonky.gov	<ul style="list-style-type: none"> <li>• <b>Water Quality Incentive Grant Program Projects</b></li> </ul>
	Charles Martin, PE Director – Division of Water Quality (859) 425-2455   chmartin@lexingtonky.gov	<ul style="list-style-type: none"> <li>• Sanitary Sewer Assessments, System Capacity Assurance Consultant, and Remedial Measures Plan Development</li> <li>• Watershed Team 4 Wastewater Design</li> </ul>
	Greg Lubeck, PE Deputy Director – Division of Water Quality (859) 258-3448   glubeck@lexingtonky.gov	
	Mark Sanders PE Engineering Section Manager – Division of Water Quality (859) 258-3426 msanders@lexingtonky.gov	<ul style="list-style-type: none"> <li>• Stormwater Indefinite Services Program</li> </ul>
University of Kentucky	Carmen Agouridis, PhD, PE, MPP Senior Associate Dean, College of Agriculture, Food, and Environment (859) 533-4373   carmen.agouridis@uky.edu	<ul style="list-style-type: none"> <li>• <b>Alumni Drive Stream Restoration and Bioswale Project</b></li> <li>• Alumni Drive at Nicholasville Road Stream Restoration and Improvements</li> </ul>
	Steve Higgins, PhD Director of Environmental Compliance University of Kentucky, BAE (859) 218-4326   shiggins@uky.edu	<ul style="list-style-type: none"> <li>• <b>Kentucky Horse Park Bioretention Basin</b></li> <li>• Other Water Quality Improvement Projects at the Horse Park</li> </ul>
Kentucky American Water Company (KAW)	Krista Citron, PE Project Manager (573) 631-9059   krista.citron@amwater.com	<ul style="list-style-type: none"> <li>• <b>Kentucky American Water Richmond Road Station</b></li> <li>• KAW Trash Collection Systems</li> </ul>

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

SECTION 5

# Reference Projects



Kentucky Horse Park Bioretention Basin

Lexington, KY



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

## PROJECT TAKE-AWAYS

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



# ALUMNI DRIVE STREAM RESTORATION AND BIOSWALE PROJECT

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

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

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

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

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

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

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

**Project Location:** Fayette County, KY

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

## PROJECT TAKE-AWAYS

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



# KENTUCKY AMERICAN WATER RICHMOND ROAD STATION

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

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

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

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

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

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

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

**Project Location:** Fayette County, KY

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

## PROJECT TAKE-AWAYS

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



COLLECT CLEAN STORE REUSE INFILTRATE

# WATER QUALITY INCENTIVE GRANT PROGRAM PROJECTS

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

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



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

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

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

**Project Location:** Lexington, KY

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



**PROJECT TAKE-AWAYS**

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



# KENTUCKY HORSE PARK BIORETENTION BASIN

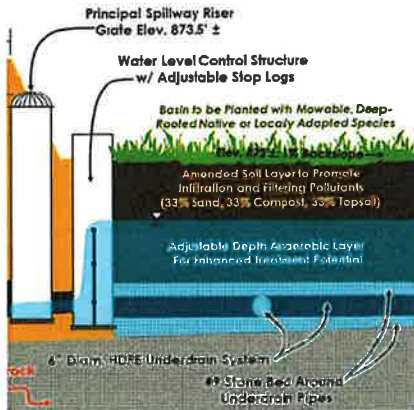
The design-build team of Ridgewater and Stantec was selected by the University of Kentucky and the Horse Park to construct a new 150,000-gallon bioretention basin as part of several water quality improvement projects at the park.

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

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

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

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



**Relevance:** Stormwater BMPs, water quality improvements, wetland area, attenuation, design-build  
**Project Team:** Ridgewater & Stantec (Eric Dawalt, Sam Lee)  
**Project Location:** Lexington, KY  
**Project Cost:** \$200,000



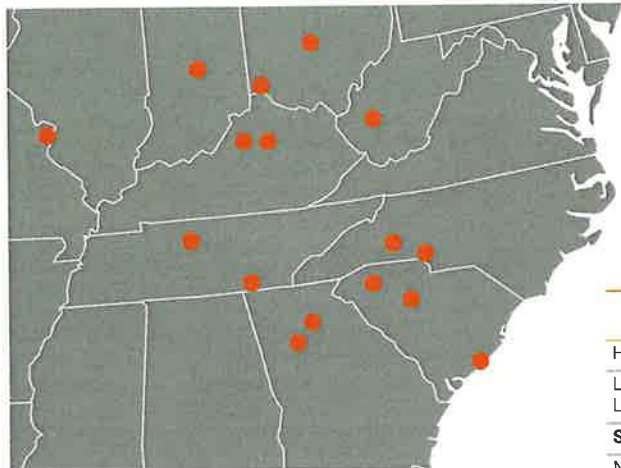
Stantec Office Beaumont Centre Cir.

Lexington, KY

SECTION 6

# Local Office





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

### 6. Local Office

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

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

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

SECTION 7

# DBE Involvement



Overstory on Furlong Drive

Lexington, KY



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

## 7. DBE INVOLVEMENT

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



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### VISION ENGINEERING, LLC (VISION)

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



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### LONE CAMEL, PLLC (LC)

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

20%

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



Stantec Staff Visit Furlong Drive

Lexington, KY

SECTION 8

# Statement of Hourly Rates



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

## 8. Statement of Hourly Rates

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

**FEE TABLE**

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

The following were assumed to develop this Fee Table:

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

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

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

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

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

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

## Statement of Hourly Rates (cont)

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

### PERSONNEL HOURLY RATES

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



SECTION 9

# Anticipated Scope of Work



Utilities along Furlong Drive

Lexington, KY



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

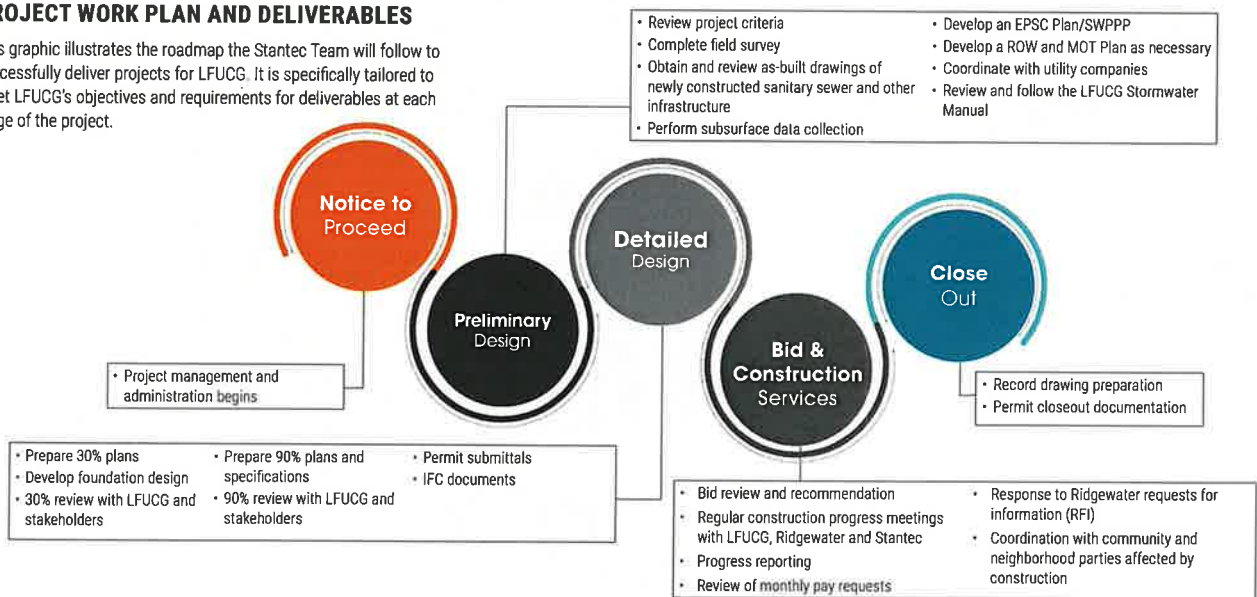
## 9. Anticipated Scope of Work

### APPROACH

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

### PROJECT WORK PLAN AND DELIVERABLES

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



**RISK MANAGEMENT AND MITIGATION**

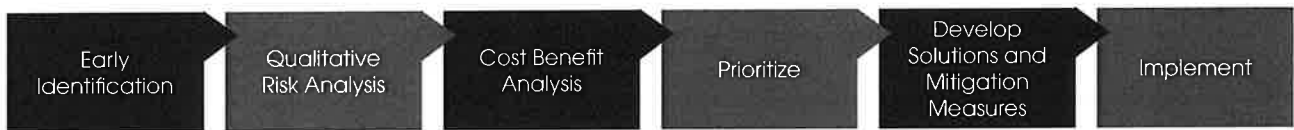
We know that every project carries risks, from schedule to site unknowns. The common saying is to be proactive, not reactive. Our Team will work with LFUCG early and often to identify key schedule risks, such as permitting and utility conflicts, and identify mitigation measures such as communication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

**RISK IDENTIFICATION**

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

**Risk**

Management and Mitigation

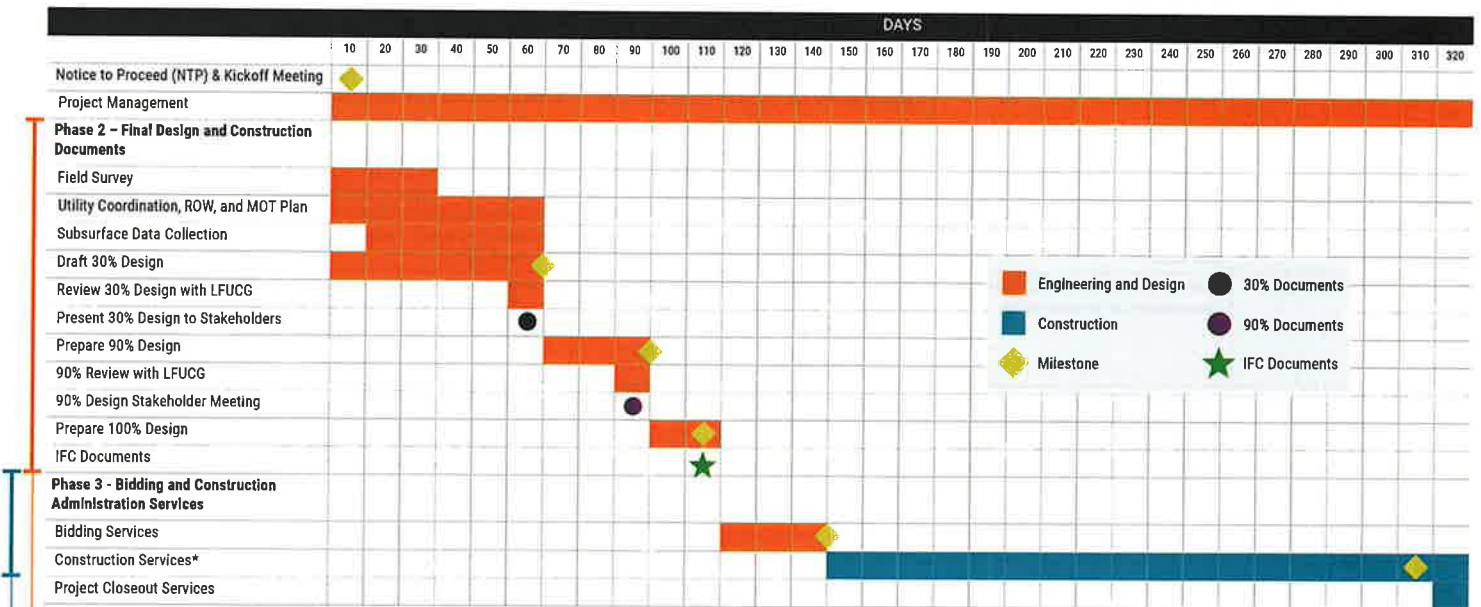


## SCHEDULE

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

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

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



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

Design Task Schedule-Phase 2		Bidding and Construction Administration Services-Phase 3	
Task	Duration	Task	Duration
Kickoff Meeting	5 days	Bidding and Recommendation of Award	30 days
30% Plans Review, LFUCG Meeting, Stakeholder Meeting, Utility Coordination Meeting, ROW Sheet, and MOT Plan	60 days	Construction Administration Services	180 days
90% Plans and Specifications Review and LFUCG and Stakeholder Meeting	30 days		
Submit Final Plans and Specifications to LFUCG	15 days		

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

APPENDIX

# Required Forms



Greyline Station

Lexington, KY



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

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Jason Maxwell Title: Principal

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

Email address: jason.maxwell@stantec.com

## AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature

05/17/2023

\_\_\_\_\_  
Date

**AFFIDAVIT**

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

1. His/her name is Jason Maxwell and he/she is the individual submitting the proposal or is the authorized representative of Stantec Consulting Services Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

*Jason Maxwell*

STATE OF Kentucky

COUNTY OF Fayette

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

by Jason Maxwell on this the 15<sup>th</sup> day

of May, 2023

My Commission expires: August 25, 2026



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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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



Signature

Stantec Consulting Services Inc.

Name of Business

---

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

**SEE ATTACHED**

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

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



CO= L357814  
 U= L357814

**EQUAL EMPLOYMENT OPPORTUNITY**  
 2021 EMPLOYER INFORMATION REPORT EEO-1  
 CONSOLIDATED REPORT

**SECTION B - COMPANY IDENTIFICATION**

1. STANTEC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614

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

c. EIN= 112167170

**SECTION C - TEST FOR FILING REQUIREMENT**

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

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 541330 - Engineering Services

**SECTION D - EMPLOYMENT DATA**

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	6	0	0	0	0	0	1	0	0	0	0	0	7
FIRST/MID OFFICIALS & MGRS	52	29	1005	13	3	50	0	13	368	6	1	18	1	6	1565
PROFESSIONALS	275	184	2662	76	4	314	6	46	1428	53	0	228	4	42	5322
TECHNICIANS	69	18	519	17	1	30	3	10	108	4	0	12	0	2	793
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	10	44	27	2	1	1	0	0	268	26	4	17	0	3	403
CRAFT WORKERS	1	0	15	0	0	0	0	0	1	0	0	0	0	0	17
OPERATIVES	0	0	8	0	0	0	0	0	0	0	0	0	0	0	8
LABORERS & HELPERS	0	0	7	0	0	0	0	0	0	0	0	0	0	0	7
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>407</b>	<b>275</b>	<b>4249</b>	<b>108</b>	<b>9</b>	<b>395</b>	<b>9</b>	<b>69</b>	<b>2174</b>	<b>89</b>	<b>5</b>	<b>275</b>	<b>5</b>	<b>53</b>	<b>8122</b>
PREVIOUS REPORT TOTAL															

**SECTION F - REMARKS**

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

**SECTION G - CERTIFICATION**

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

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

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



September 25, 2019

## **Notice to Employees: US Equal Opportunity and Affirmative Action Policies**

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

### Equal Opportunity Policy

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

### Affirmative Action Policy

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

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

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

### Application of Equal Opportunity and Affirmative Action Policies

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

### Workplace Harassment, Including Sexual Harassment

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

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

### Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who



otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

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

Obligations of Company Personnel

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

Pay Transparency

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

Responsibility for Implementation

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

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

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

Gord Johnston, CEO, Stantec



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 15-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad Hallany 859-559-0516 jhallany@visionengr.com	MBE	Survey	\$7,245 (minimum)	10%
2. Lone Camel, PLLC Garrett Dean, PE, PMP 1001 1/2 Mary St. Louisville, KY 40204 502-907-2167 garrett@lone-camel.com	VBE	Stakeholder engagement	\$2,175 (minimum)	3%
3.				
4.				

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

Stantec Consulting Services Inc.

**Company**

05/17/2023

**Date**

Jason Maxwell

**Company Representative**

Principal

**Title**



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

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


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

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

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

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

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

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

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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



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

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



Signature

05/17/2023

Date

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

Project: **Furlong Drive Greenway BMP Project**

Company: **Stantec Consulting Services Inc.**

Signature: 

Date **5/17/2023**

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

**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
ENGINEERING SERVICES AND  
RELATED MATTERS**