

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 8, 2020, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("OWNER") and STANTEC with offices located at 3052 Beaumont Centre Circle, Lexington, Kentucky 40513 ("CONSULTANT"). OWNER intends to proceed with the Sanitary Sewer Collection and Conveyance System Watershed Design Consulting Services as described in the attached EXHIBIT A, Scope of Engineering Services and Related Matters RFQ #38-2019 (the "PROJECT"). The CONSULTANT shall perform professional engineering services and deliverables as described in EXHIBIT A which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the OWNER in successfully implementing the PROJECT and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "CONSENT DECREE"). The services are hereinafter referred to as the PROJECT. The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE. 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. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The CONSENT DECREE, as may be amended, including all appendices.
2. EXHIBIT A – Scope of Engineering Services and Related Matters RFQ #38-2019 (Including Addendums).
3. EXHIBIT B – Certificate of Insurance and Evidence of Insurability.
4. EXHIBIT C – Proposal of Engineering Services and Related Matters (the CONSULTANT's response to RFQ #38-2019).

5. **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**.

**1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. 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**.
- 1.3.5. 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 submit five (5) copies (hardcover) unless otherwise described in Exhibit A. 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 it 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 unless otherwise described in Exhibit A.
- 1.3.6. 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 provide written approval or disapproval thereof 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 agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). 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 **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, 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. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
- 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** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. 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 attempt to resolve the delay.

## **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.

**5.1.2. For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (Disputes).

**5.2. Times of Payment**

**5.2.1** **CONSULTANT** shall submit to **OWNER** detailed 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 in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, 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 itself with and shall at all times comply with the **CONSENT DECREE** and 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 its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2. **In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.**

**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, 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**

**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. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **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 **OWNER**, **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 **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 without prior approval of the **OWNER** unless otherwise required by law

**6.8. Access to Records**

The **CONSULTANT** and its 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. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

#### **6.9.4. 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.

#### **6.9.5. INSURANCE REQUIREMENTS**

##### **6.9.5.1. 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>
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.

#### **6.9.5.2. 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.

#### **6.9.5.3. 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.

#### **6.9.6. 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**.

#### **6.9.7. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these insurance, safety, or loss control 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.



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

OWNER:  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

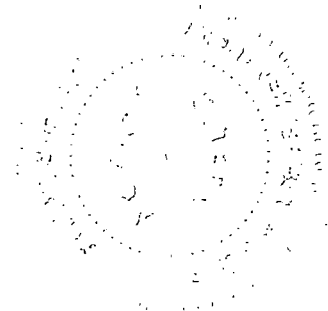
CONSULTANT:  
STANTEC CONSULTING SERVICES INC.

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

BY: *[Signature]*  
JOE J. HERMAN, PRINCIPAL

ATTEST:  
*Mackenzie Summers*  
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY     )  
   )  
COUNTY OF FAYETTE                         )



The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Joe J. Herman*, as the duly authorized representative for and on behalf of *Stantec*, on this the *21<sup>st</sup>* day of *November*, 2019.

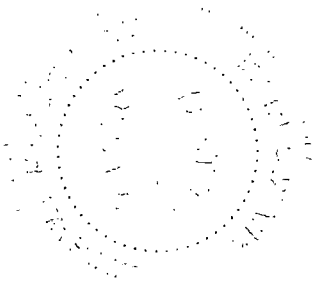
My commission expires: *August 25, 2022*  
*Rita W Sartori*  
NOTARY PUBLIC *607362*

**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFQ #38-2019**





# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #38-2019 Request for Qualifications- Engineering Services for Sanitary Sewer Watershed Design** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **September 27, 2019**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP # 38-2019 Request for Qualifications- Engineering Services for Sanitary Sewer Watershed Design**

If mailed, the envelope must be addressed to:

Todd Slatin – Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

**Mandatory pre-proposal meeting will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Avenue, Ste. 180, Lexington, Ky.**

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.**

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

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

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

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

***Please do not contact any 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.***

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political

subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers representative of the contractors commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification

shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

1. Firm Qualifications-specialized experience and technical competence. 15 pts.
2. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts.
3. Familiarity/knowledge with LFUCG's DWQ & select watersheds 15 pts.
4. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm/capacity of the Firm. 20 pts.
5. References. 10 pts.
6. Estimated Cost of Services. 20 pts.

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>

Or submitted to:

**Brian Marcum**  
Division of Central Purchasing  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

**Mandatory pre-proposal meeting will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Avenue, Ste. 180, Lexington, Ky.**



## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

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

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

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

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

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

### **Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that

a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

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

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

**EQUAL OPPORTUNITY AGREEMENT**

- 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

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

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

(Name and Title)

Revised 2015-Dec-15

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

**LEXINGTON, KENTUCKY 40507**

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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 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) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses (VOSB).
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, 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 subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.



### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated 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 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.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
  - j. Provided the interested MWBDE 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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to*

*construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

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>)

<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>	Shirie Hawkins UK SBDC	<a href="mailto:smack@ukv.edu">smack@ukv.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 Byne	<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:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



## 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 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.

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. 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:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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.

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**FINANCIAL RESPONSIBILITY**

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.



## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Commercial Automobile Liability	\$1,000,000 per occurrence
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

#### Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and \_\_\_\_\_ with offices located at \_\_\_\_\_ (“**CONSULTANT**”). **OWNER** intends to proceed with the Sanitary Sewer Collection and Conveyance System Watershed Design Consulting Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019 (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.** **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. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFQ #38-2019 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFQ #38-2019).

5. **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**.

### 1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFQ #38-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. 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**.
- 1.3.5. 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 submit five (5) copies (hardcover) unless otherwise described in Exhibit A. 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 it 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 unless otherwise described in Exhibit A.
- 1.3.6. 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 provide written approval or disapproval thereof 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 agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). 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 **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, 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. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
- 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** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. 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 attempt to resolve the delay.

## **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.

**5.1.2. For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (Disputes).

**5.2. Times of Payment**

**5.2.1** **CONSULTANT** shall submit to **OWNER** detailed 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 in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, 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 itself with and shall at all times comply with the **CONSENT DECREE** and 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 its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2.** **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

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, 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

**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. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **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 **OWNER**, **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 **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 without prior approval of the **OWNER** unless otherwise required by law

#### 6.8. Access to Records

The **CONSULTANT** and its 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. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

### **6.9.4. 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.

### **6.9.5. INSURANCE REQUIREMENTS**

#### **6.9.5.1. 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>
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.

#### **6.9.5.2. 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.

#### **6.9.5.3. 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.

#### **6.9.6. 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**.

#### **6.9.7. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these insurance, safety, or loss control 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.





**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFQ #38-2019**

**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**

# **EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

LFUCG TASK ORDER NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR

---

**CONSULTANT**

**OWNER**

		Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	cmartin@lexingtonky.gov

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

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

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

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. 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 attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

*Two originals of this work order shall be executed by the Consultant and returned to the Owner \_\_\_\_\_.  
A fully executed copy will be returned to the Consultant.*

**Request for Qualifications for  
Sanitary Sewer Watershed Design Consultants**

**Request for Qualifications**

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), hereby issues this Request for Qualifications (RFQ) for professional engineering services as a Sanitary Sewer Collection and Conveyance System Watershed Design Consultant. The services required are to be provided in accordance with the terms, conditions, and specifications established herein. Required engineering services include Preliminary Design, Detailed Design, Bidding Services, and Construction Administration Services for multiple Wastewater Conveyance Projects in an assigned group of watersheds located in Fayette County, Kentucky. Wastewater Conveyance Projects shall be defined as gravity sewers and interceptors only and do not include wastewater treatment plants, sanitary pump stations, or wet weather storage facilities.

**A Mandatory Pre-Proposal Conference will be conducted on September 16, 2019, 10:30 am located at 125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511.**

**The Firm must submit one (1) master (hardcopy), one (1) electronic version in PDF format on a flash drive, and five (5) duplicates (hardcopies) of their RFQ for evaluation purposes.**

## Background

In accordance with its Consent Decree, Lexington has prepared, submitted, and received approval from the Environmental Protection Agency (EPA) and the Kentucky Division of Water (DOW) for all implementation schedules associated with the required Remedial Measures Plans (RMPs). To date, DWQ has completed, or has underway, approximately one-half of the approved RMP projects by awarding design/bid/construction management contracts on a project-by-project basis. Because this process has introduced previously unanticipated RMP schedule challenges, Lexington's Division of Water Quality (DWQ) is changing its project delivery approach by recruiting and selecting individual consulting teams to manage and direct the completion of the remaining RMP Wastewater Conveyance Projects by watershed(s) as follows.

**Table 1 – Projects per Watershed Project Team**

<b>Consultant</b>	<b>Watershed(s)</b>	<b>Anticipated Number of Projects</b>
Watershed Project Team 1	West Hickman	10
Watershed Project Team 2	East Hickman and Boone Creek	5
Watershed Project Team 3	Town Branch and Wolf Run	5
Watershed Project Team 4	Cane Run, North Elkhorn, and South Elkhorn	4

DWQ's baseline selection criteria for the prime consultant is as follows:

- That a different prime consultant be selected for each of the four (4) teams.
- That a selected prime consultant be limited to teaming on only one (1) other team as a sub consultant.
- That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**Work is not limited to RMP projects. Selected teams may be issued Task Orders for future, non-RMP wastewater conveyance projects within an assign watershed group as determined by LFUCG.**

### **Contents of Statement of Qualifications (SOQ)**

Each SOQ shall be submitted as outlined in this section. **Firms may propose on all Watershed Project Team groups with award recommendations based on best fit as determined by the Selection Workgroup using the selection criteria stated in this document. A separate SOQ should be submitted for each Watershed Project Team proposed by the firm, with each SOQ emphasizing the firm's qualifications pertaining to that Watershed team.** Each submitted SOQ must include a cover letter containing the name of the Firm, the submittal date, and the Watershed Project Teams for which the Firm is proposing. The cover letter shall be a

maximum of two (2) pages and shall include a single point of contact, including phone number and email address, for notification of selection results. A table of contents should follow the cover letter, following by tabbed dividers separating each of the sections listed in the table below.

**Table 2 – Contents of SOQ and SOQ Scoring Criteria**

<b>Criteria</b>	<b>Description</b>	<b>SOQ to include the following information in this order:</b>	<b>Total Pages Allocated for Response</b>	<b>Possible Points</b>
<b>Firm Qualifications</b>	Description of qualifications as required by the RFQ.	<ul style="list-style-type: none"> <li>• Brief history of the Firm and the related services routinely provided in-house.</li> <li>• List of related design and construction services provided by the Firm.</li> </ul>	3	15
<b>Past Performance/ Experience</b>	Familiarity/Experience with wastewater conveyance projects.	<ul style="list-style-type: none"> <li>• List of LFUCG RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.</li> <li>• List of LFUCG non-RMP wastewater conveyance projects for which the Firm designed and/or provided construction-related services.</li> <li>• List of non-LFUCG wastewater conveyance projects, completed within the last five years, for which the Firm designed and/or provided construction-related services.</li> </ul>	10	20
<b>Knowledge of LFUCG</b>	Familiarity/Knowledge with LFUCG's DWQ and select watersheds.	<ul style="list-style-type: none"> <li>• Summarize the Firm's institutional knowledge of and</li> </ul>	5	15



		<p>experience in working with LFUCG's DWQ; note both the key employees and the roles the Firm had in the listed projects above.</p> <ul style="list-style-type: none"> <li>Summarize the Firm's local knowledge of and/or experience with Fayette County watersheds. Firms are encouraged to propose on watersheds that best correspond with their experience and capacity.</li> </ul>		
<p><b>Local Resources/ Capacity of the Firm</b></p>	<p>Key employees are located locally, available to, and of a sufficient quantity to provide the required services.</p>	<ul style="list-style-type: none"> <li>An organizational chart to depict responsibilities of key employees of the Firm; listing the locations of the employees.</li> <li>List of relevant local project team members for wastewater conveyance projects.</li> <li>Indicate location of office(s) which will provide services to DWQ including office location of overall Project Manager for your team.</li> <li>Commitment and availability of qualified Project Managers and staff to provide services requested in this RFQ.</li> <li>Resumes (1-page limit each) for proposed Project</li> </ul>	<p>2, excluding resumes</p>	<p>20</p>

		Managers and other key employees of the Firm to be assigned to the projects with their prospective roles.		
<b>References</b>	Results from the Reference checks.	<ul style="list-style-type: none"> <li>Contact information from three (3) municipal clients for which the Firm has provided design and/or construction-related services.</li> </ul>	1	10
<b>Hourly Rates</b>		<ul style="list-style-type: none"> <li>Provide the employee name, job title, and hourly rate for all employees expected to provide services if awarded a Watershed Project Team contract.</li> </ul>	1	20
<b>Required Documents</b>	All required Forms, Plans, Affidavits, and Reports are complete and submitted	<ul style="list-style-type: none"> <li>All Forms, Plans, Affidavits, and Reports required in this RFQ.</li> </ul>		Pass/Fail
			Possible Total	<b>100</b>

### Selection Process

LFUCG will use a Selection Workgroup process to review the submitted SOQs. Awards for each Watershed Project Team will be based on the quality and content of their SOQ along with a best value determination made by the Workgroup. To be considered for a Watershed Project Team, responders should submit an SOQ for that specific watershed team as defined in Table 1 (Examples: If requesting consideration for all four watershed teams, four separate watershed team-targeted SOQs should be submitted. If requesting consideration for one watershed team, submit one watershed team-specific SOQ.) The best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects. From a review of the SOQs received, LFUCG intends to execute an Engineering Services Agreement with four (4) firms (one (1) for each Watershed Project Team). It is intended that the Selection Workgroup will select the most qualified Firm for each watershed by following the order that the Watershed Project Teams are listed in Table 1. For example, all Firms proposing to be the West Hickman Watershed Project Team will be evaluated based on the contents of their SOQs and their best value determinations in order to select the most qualified Firm for that Watershed Project Team. The process will continue with the East Hickman Watershed Project Team and continue through the remaining teams (with previously selected Firms being removed from consideration for subsequent team selections).

### **Method of Billing, Invoice and Payment**

1. Prime consultant will be responsible for coordinating the billing for the team.
2. Hourly rates are inclusive; therefore, no incidental expenses can be billed to this contract—including mileage and travel—unless it is outside of the Bluegrass Area Development District member counties at the request of LFUCG.
3. No multiplier will be allowed, bill by hourly rate only.
4. The selected consultant may submit monthly invoices for basic services or work rendered, based upon the selected consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle.
  - a. Each invoice shall be accompanied by a breakdown of hours attributed to each sub-task for both the billing cycle and the cumulative project period.
  - b. LFUCG shall respond to monthly invoice within thirty days, either denying or approving payment.

Specific project time sheets and other payroll information may be subject to reviews and audits by LFUCG.

## **RMP Watershed Design Consultants Scope of Services**

### **Scope of Services**

In accordance with the approved Remedial Measures Plan (RMP) schedule (Attachment A), and after the execution of the Engineering Services Agreements, Task Orders will be issued for the remaining individual collection and conveyance projects to each respective Watershed Project Team (consultant). Task Orders will be issued as needed by the Division of Water Quality (DWQ) and schedules for each Task Order will be negotiated. Each Watershed Project Team shall provide the adequate staff to meet the required schedule. Said Task Orders will generally include one or more of the following services for one or more RMP project(s): site evaluations, preliminary design, detailed design, services during bidding, Resident Project Representative (RPR), and services during construction. A generalized description of deliverables for each Task Order category is provided below.

#### Task 1: Site Evaluation – Tree Survey

The Watershed Project Team shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffeetree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees.

#### Task 2: Preliminary Design

DWQ will provide the Watershed Project Team all current and applicable General Notes, Standard Details, and standard form Contract Documents, as well as mapping as follows:

1. Mapping coverage will be 200' each side of the pipeline alignment.
2. Digital aerial color photography at a negative scale of 1" = 300'.
3. Field control surveys – horizontal and vertical ground control surveys as necessary for precise orientation of stereo models used for topographic mapping. Horizontal control shall be based on the Kentucky State Plan North Zone NAD 83 coordinate system. Vertical Control shall be based on NAVD 88 vertical datum.
4. Digital planimetric and topographic mapping at 1" = 20' scale, with a 1' contour interval.
5. All mapping will use standard mapping symbols and be in accordance with National Map Accuracy Standards. Mapping will be provided in AutoCAD 2017 and will include a digital terrain model (DTM) with break lines and mass points.
6. Digital raster orthophotography at a resolution of 0.50' pixels in TIF format suitable for use with imaging software.

The Watershed Project Team shall:

1. Conduct a design kick-off meeting and project site walk through with DWQ.

2. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.
3. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
4. Research all deeds, plats, and other property records to identify all sanitary sewer and drainage easements in favor of LFUCG and all other recorded easements.
5. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
6. Develop two (2) preliminary alignments that fully consider the alignment of existing sanitary sewer(s), existing buildings, existing utilities/utility conflicts, streams, roadways and/or other features or improvements, and their impacts to construction costs. Alternative Alignment 1 should prioritize utilization of the existing alignment to the maximum extent practical by incorporating by-pass pumping combined with dig and replace or pipe bursting solutions. Alternative Alignment 2 should reflect a constructible, relief sewer alternative.
7. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable is a memorandum.
8. Prepare Technical Memorandum (TM) No. 2: Preliminary Design documenting the following for each Alternative Alignment presented:
  - a. Proposed plan for horizontal/vertical alignment identifying all potential utility conflicts.
  - b. List of impacted properties and property owners.
  - c. List of required temporary (construction and/or access) and permanent easements.
  - d. List of easements to be released.
  - e. List of required permits and respective agencies from which the permit(s) will be secured.
  - f. List of agencies that will require notifications and/or approvals.
  - g. Memorandum from the Phase I geotechnical review.
  - h. An Alignment Recommendation and Preliminary Opinion of Construction Cost per unit cost schedule provided by DWQ.
9. Task 2 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
  - a. Kickoff Meeting (Agenda prepared by DWQ)
  - b. Monthly Progress Meetings (one per month minimum)
  - c. Plan Review Meeting – one (1)
  - d. One (1) meeting, outside of standard business hours, to present the project to the public
  - e. One (1) unscheduled, unidentified meeting
10. Task 2 Deliverables:
  - a. 30% Drawings for DWQ review and Capacity Assurance model verification
  - b. Geotechnical Investigation – Phase I Memorandum
  - c. TM No. 2: Preliminary Design Document

Notes:

1. Watershed Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the preliminary alignment submitted in TM No. 2, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".
3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. DWQ will provide recommendations for tunneling methods to the Watershed Project Team. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Watershed Project Team will be responsible for incorporating into the Contract Documents.

Task 3: Detailed Design

At the conclusion of Task 2, DWQ's RMP Program Manager will direct the team as to which Alternative Alignment will be authorized for final design, thus, final design shall not be initiated until written authorization is received from DWQ's RMP Program Manager. Most capital construction projects will be bid as a Unit Price Contract (UPC) with specific line item quantities and allocations to establish unit prices for variable quantity items, while select projects will be bid as lump sum. The Watershed Project Team will receive clear direction on the bidding approach prior to initiating detailed design. The Watershed Project Team's Scope of Work with respect to Task 3 includes but is not limited to the following:

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.
2. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 3.
3. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60%, 90% and 100% (Bid documents) milestones.
4. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
5. Watershed Project Team will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
6. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
7. Contract Drawings shall include the design and preparation of Project Specific Notes, details for any stream bank restorations of stream or ditch crossings, and all other notes and details.

8. Prepare, submit, revise as required the Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPPs should be sent to DWQ Stormwater Section Manager Greg Lubeck. Final approval of the SWPPP must be obtained prior to Task 5.
9. Prepare, and submit applications to secure all required permits including, but not limited to, those listed in TM No. 2. Application fees will be paid from the Permit Application Allowance included in the Task Order.
10. Prepare Project Specific Notes and any project specific details.
11. Complete the Bid Proposal form and any additional required Contract Specifications of the Contract Documents. DWQ shall provide Standard Form Contract Documents indicating sections requiring completion by the Watershed Project Team. All revisions to Standard Form Contract Specifications shall be brought to the attention of DWQ for final approval.
12. Prepare a Final Opinion of Probable Construction Costs per DWQ unit cost schedule.
13. Prepare for and attend one (1) Final Review meeting. The Final Review meetings are one (1) day meetings in which the Watershed Project Team must respond to questions regarding the project Contract Documents. The Watershed Project Team shall provide five (5) full size sets of Drawings and three (3) sets of Specifications to DWQ for review a minimum of two weeks prior to the Final Review Meeting.
14. Correspond and meet with all other utility companies and regulatory agencies as required for this project.
15. Task 3 Meetings: The Watershed Project Team will prepare all meeting agendas and meeting summaries within three (3) business days for review by the DWQ Project Manager. The Watershed Project Team shall plan for and attend the following meetings (minimum):
  - a. Kickoff Meeting (Agenda prepared by DWQ)
  - b. Monthly Progress Meetings (one per month minimum)
  - c. Final Review Meeting – one (1)
  - d. One (1) meeting, outside of standard business hours, to present the project to the public
  - e. Unscheduled, unidentified meetings – as directed
  - f. Attendance at the Task 3 meetings is limited to those Watershed Project Team members that are making a substantive contribution to the design effort.
16. Task 3 Deliverables:
  - a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification
  - b. Project Benchmarks at intervals of not more than 1,000 ft. along the project alignment
  - c. Geotechnical Investigation – TM No. 3: Phase II Geotechnical Report
  - d. Geotechnical Investigation – TM No. 4: Phase III Geotechnical Report (if required)
  - e. Final Design Contract Documents
  - f. Preliminary and Final Opinions of Construction Costs

Notes:

1. The Watershed Project Team shall adhere to the General Plan Format and Guidance Document and Guidelines for Project Specific Notes developed for DWQ Remedial Measures Program projects.
2. Drawings shall be prepared in AutoCAD Civil 3D 2017 or newer format.

3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
4. The Watershed Project Team is not responsible for the hydraulic evaluation of upstream or downstream portions of the sanitary sewer system.
5. All plan and profiles shall be on the same sheet.
6. Contract Drawings shall include Project Benchmarks. An associated summary table identifying each benchmark description, elevation, and Kentucky State Plane Coordinates shall be included in the Project Specific Notes.

#### Task 4: Easement Acquisition

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 4:

1. Prepare a metes and bounds description of each required easement to be procured or released, and a plat of the parcel indicating the easement locations. The Watershed Project Team shall prepare and submit to DWQ an easement acquisition summary spreadsheet detailing the following:
  - a. Property Owner
  - b. Property Address
  - c. Deed book and page number for the property deed
  - d. Plat references, if any
  - e. Area in square feet of temporary and permanent easements to be acquired and area in square feet of easements to be released. The spreadsheet shall include descriptions of easements for which only prescriptive easement(s) exist.
2. The Watershed Project Team shall prepare the LFUCG Memorandum of Understanding (MOU) for each required easement.
3. The Watershed Project Team is not responsible for negotiating or acquiring easements. The Watershed Project Team may be expected to make timely edits to Task 4 deliverables in response to direction from DWQ's easement acquisition team and RMP Program Manager.
4. Task 4 Deliverables: easement descriptions and plats; easement summary spreadsheet and easement MOUs

#### Task 5: Bidding Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 5:

1. The Watershed Project Team shall submit reproducible Drawings and Specifications (Contract Documents) to the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 ([www.lynnimaging.com](http://www.lynnimaging.com)).
2. In coordination with the DWQ Project Manager, conduct the Pre-Bid Conference and prepare the summary of the conference.
3. Respond to Bidder, vendor, and subcontractor questions.
4. Prepare and distribute necessary Addenda.
5. Attend the bid opening. Verify capacity (financial, workforce, experience per Bid Documents) of the apparent low Bidder to perform the specified work and provide a Recommendation of Award.



6. Task 5 Deliverables:
  - a. Pre-Bid meeting agenda
  - b. Pre-Bid meeting notes
  - c. Bid addenda
  - d. Letter of recommendation.

#### Task 6: Construction Administration Services

The Watershed Project Team's Scope of Work includes but is not limited to the following with respect to Task 6:

1. In coordination with the DWQ Project Manager, conduct the Pre-Construction Conference and prepare the summary of the conference.
2. Services During Construction may include but is not limited to:
  - a. Coordination with the Resident Project Representative (RPR) which may or may not be employed by the Watershed Project Team
  - b. Review and processing of Shop Drawings
  - c. Review and respond to Requests for Information (RFIs)
  - d. Issue Field Orders and Work Change Directives as needed
  - e. Evaluate and provide recommendations for Change Requests
  - f. Regular site visits to maintain knowledge of construction activity and progress, assume once per month
  - g. Monthly Progress Meetings for which the Watershed Project Team shall be responsible for meeting agendas, handouts, and summaries
  - h. Processing of Pay Requests for DWQ
  - i. Final Inspection and preparation of punch list
  - j. Project Certification
3. Prepare a record survey of the constructed improvements indicating the coordinates for each manhole and the rim and invert elevations for each manhole.
4. Prepare Record Drawings, in both hard copy (reproducible format) and electronic format. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Task 6 Deliverables:
  - a. Record Survey and Record Drawings in electronic and hard copy formats
  - b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
  - c. Project Certification
  - d. Project Closeout Documents

#### Task 7: Resident Project Representative (RPR)

The Watershed Project Team may be directed to provide full-time Resident Observation.

1. The recommended Watershed Project Team's RPR must be approved by DWQ.

2. RPR shall utilize Construction Supervisor software. All hardware and software necessary to use Construction Supervisor shall be supplied by the Watershed Design Consultant.
3. The Watershed Project Team shall provide to the RPR all equipment necessary to fulfill project needs.
4. Conduct monthly ESC inspections (twice-monthly if a targeted site). Attend LFUCG's annual ESC inspector training.

### **Project Schedule**

After execution of a Task Order the Watershed Project Team shall prepare a project schedule detailing all design and construction milestones. Project schedules shall be updated at each progress meeting.

### **Specific Design Cost Allocations**

Two (2) specific design cost allocations will be included for each design project.

1. One (1) geotechnical allocation will be provided to allow for the Watershed Project Team to manage, including procurement, contracting, directing and processing of invoices, the Contractor selected for any geophysical exploration, to excavate and expose underground utilities and infrastructure and to provide surveying for documenting the location of the exposed underground utilities and infrastructure.
2. One (1) utility locate allocation will be provided to allow for managing a Contractor to excavate /expose / identification / X, Y, and Z location of all underground utilities and other infrastructure, and to confirm the location of all active service locations through CCTV inspection as required by the design process and prior to construction. The Watershed Project Team shall use this allocation to contract with a Contractor to provide any exploration and/or excavation of the utilities and coordinate its surveyors to record actual locations, size, material and other required information. The Watershed Project Team will be required to ensure that the Contractor:
  - A Complies with all OSHA regulations.
  - B Maintains traffic control per the Manual on Uniform Traffic Control Devices (MUTCD) and approved Department of Transportation traffic control and flagging regulations.
  - C Notifies Kentucky Underground Protection (811) in accordance with Kentucky Revised Statutes (KRS) and Kentucky Administrative Regulations (KAR) for each excavation.
  - D Repairs/restores all paved and non-paved surfaces excavated for exposure of underground utilities or structures.
  - E Provides to LFUCG or the Kentucky Transportation Cabinet (KYTC), in advance of any excavation work, any required Traffic Control Plan necessary to secure a permit for work within a right of way (ROW).
  - F Maintains insurance consistent with the contractual insurance expectations of the Watershed Project Team.
  - G Documentation of X, Y, and Z location of all underground utilities shall be a part of the design fee and not a part of the utility location allocation.

The tasks described above are not all inclusive of the effort needed to complete any given project. Additional tasks or sub-tasks may be assigned depending on the site specific conditions or circumstances associated with any given project.

#### **Miscellaneous**

1. Engineering services work for all Consent Decree projects—including RMP, are subject to “Additional Provisions” included in the Consent Decree Task Order of the LFUCG engineering services agreement.
2. Any plans, specifications and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by LFUCG’s Division of Water Quality. The selected vendor shall be responsible for incorporating the comments and requirements of the division into all documents.
3. Any plans, specifications, reports and accompanying documents shall be submitted to LFUCG in their original, electronic format, and shall become the property of LFUCG.
4. Any data collection shall be compatible with existing Geographic Information System parameters used by LFUCG. Access Data Base formats will be provided.
5. Brian Marcum, Division of Central Purchasing, is the designated contact person for all questions regarding this scope of work. Contact with any city staff member involved in the selection process other than Mr. Marcum, prior to the issuances of notices of award, is prohibited. Any attempt to discuss this RFQ with city employees other than Mr. Marcum may result in disqualification of the firm’s submittal for consideration.



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Change requirement from:**

That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.

The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??



Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current revolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes -- refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.



Pre-proposal sign in sheets are attached.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_







**SIGN-IN SHEET**  
**Mandatory Pre-Proposal Meeting #38-2019**  
**Engineering Services for Sanitary Sewer Watershed Design Consultants**  
**September 16, 2019 @10: 30 AM**

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
WORTH ELLIS	PALMER		502-750-0726	wallis@palmernet.com
Stephanie Blain	Palmer		859-355-1352	sblain@palmernet.com
Bethany Shain	AE/DM		502-217-1529	bethany.shain@aecom.com
Tom Hatfield	EA PARTNERS		859-296-9889	THATFIELD@EAPARTNERS.COM
Joe Henry	GRW		859 223 3999	jhenry@grwinc.com
Michael Jacobs	GRW		859-223-3999	Mcjacob@grwinc.com
Bret Lavey	Stantec		859-552-4909	bret.lavey@stantec.com
JASON MAXWELL	STANTEC		859.333.9716	JASON.MAXWELL@STANTEC.COM
Eddie Mesta	INTEGRATED ENGINEERING	✓ MBE	859-368-0145	EDDIE@INT-ENGINEERING.COM
Mike Woolum	Strand		859-225-8500	Mike.Woolum@strand.com
Tiffany Rank	LFUCG-DWP		859-425-2406	tiffayr@lexingtonky.gov
Rod Chervus	LFUCG-DWP		859.425.2406	rchervus@lexingtonky.gov
Jihad Hallouj	Vision Engineering	✓ DBE	859.333.8015	Jhallouj@visioneng.com
Craig Prater	LFUCG		859.425.2448	cprater@lexingtonky.gov

**SIGN-IN SHEET**  
**Mandatory Pre-Proposal Meeting #38-2019**  
**Engineering Services for Sanitary Sewer Watershed Design Consultants**  
**September 16, 2019 @10: 30 AM**

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Rich Smith	HDR Engineering		859.629.4844	rich.smith@hdrinc.com
Mike Hansen	HDR Engineering		270.564.3446	Mike.Hansen@hdrinc.com
JOHN STEINMETZ	BANKS ENG R		881-0020	JSTEINMETZ@BANKSENGINEERING.NET
Tom Hackney	MSE		223-5694	thackney@mselect.com
Glen Ross	MSE		859-223-5694	glenrosse@mselect.com
Herb Lancaster	Tetra Tech		859-223-8000	herb.lancaster@tetratech.com
Richard Walker	Tetra Tech		859-223-8000	richard.walker@tetratech.com
MICHAEL HESSE	DLZ	MBE	502.583.6353	MHESSE@DLZ.COM
Marcie Mathews	DLZ	MBE	502.229.3416	mmathews@dlz.com
Phil Maador	Kanvirons		502-695-4357	pmaador@kanvirons.com
Derek Motsch	Element Design	WBE	859-389-6533	derek@element-site.com
Ron Johnson	R.M.J.E		859.543.0566	R.JOHNSON@RMJE.NET
SHERITT MILLER	LEXCS		859-258-3323	smiller@lexingtonky.gov
Bob Peterson	LFYCG		859-425-2439	RP0702500@LexingtonKY.GOV
Brian Moore	LFYCG		859-258-3320	Brianm@lexingtonky.gov
C. Mahan	LFYCG		859-425-2400	cmahan@lexingtonky.gov

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.  
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.



On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and other key employees of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" *if* the company has yet to select



firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)  
4/18/2019

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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1426517 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	INSURER A: Berkshire Hathaway Specialty Insurance Company	22276
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: 14658002 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 CERTIFICATION 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
A	<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	5/1/2019	5/1/2020	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 \$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO 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 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<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	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<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. ALL WORK PERFORMED BY THE NAMED INSURED. CERTIFICATE HOLDER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, ASSIGNS, VOLUNTEERS AND SUCCESSORS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THIS COVERAGE IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CANCELLATION

14658002  LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ATTN: ROD CHERVUS 301 LISLE INDUSTRIAL AVENUE LEXINGTON KY 40511	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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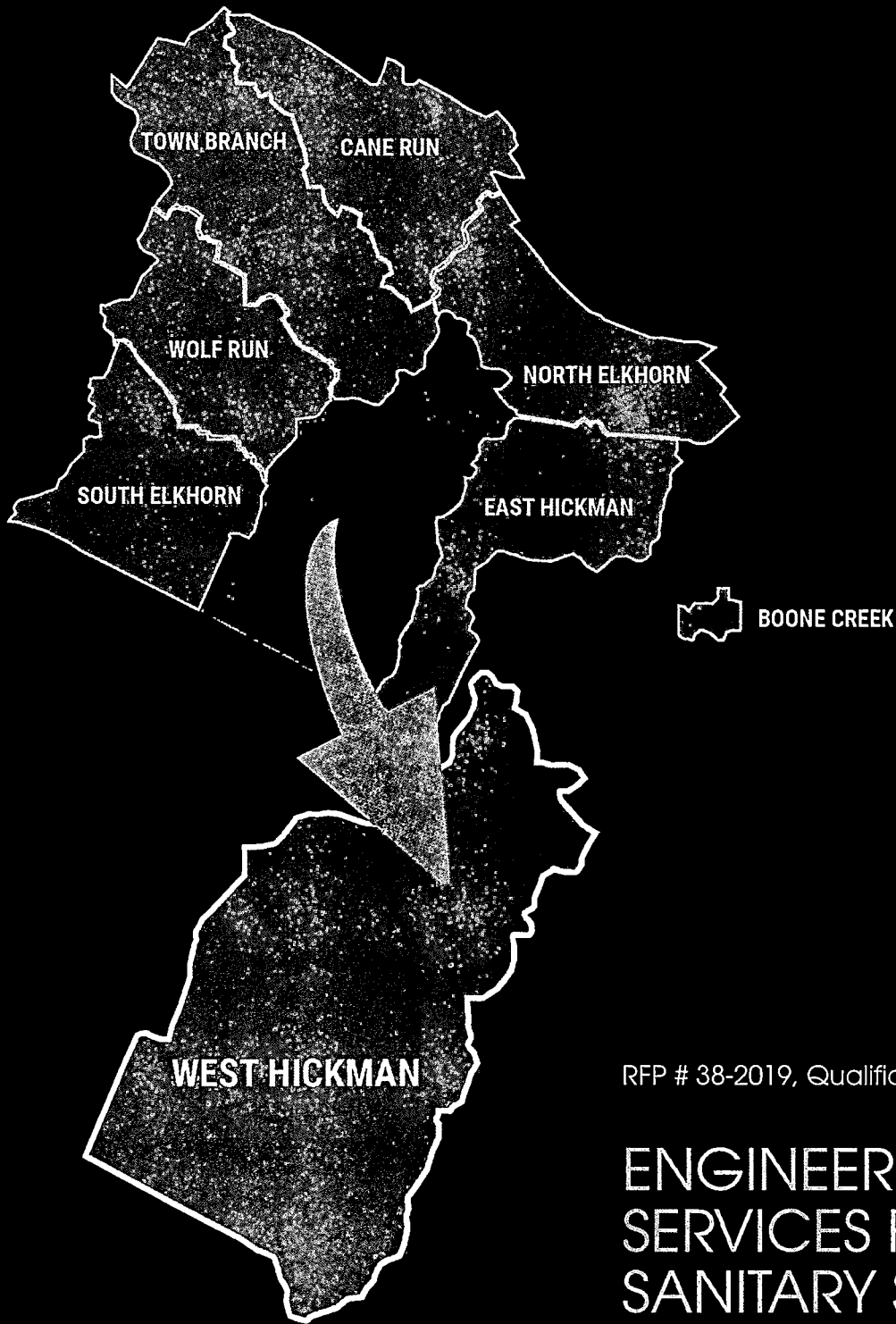
**EXHIBIT C**

**Proposal of Engineering Services**

**and**

**Related Matters**





RFP # 38-2019, Qualifications for

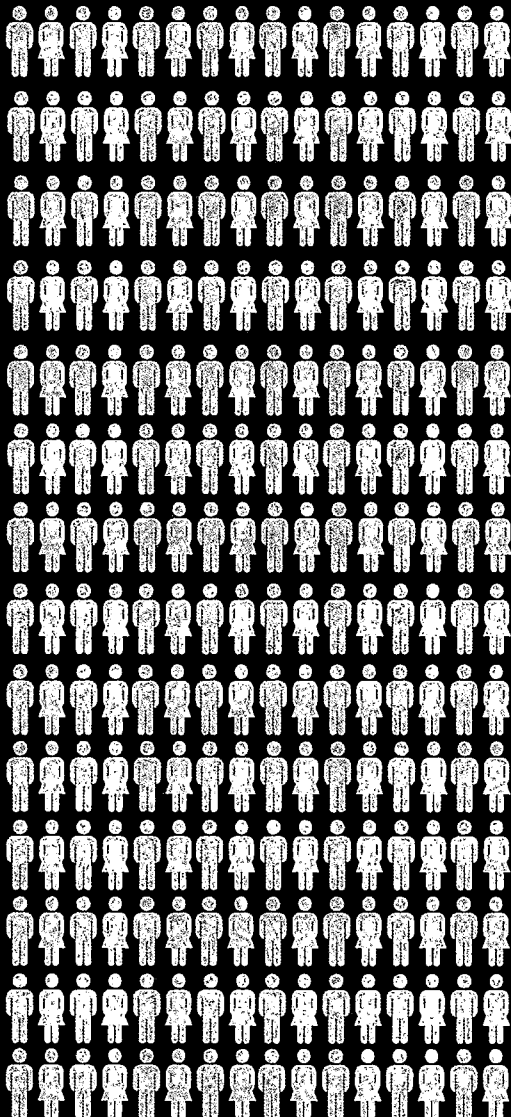
# ENGINEERING SERVICES FOR SANITARY SEWER WATERSHED DESIGN

WATERSHED PROJECT TEAM 1

# 317+ LOCAL STAFF READY TO DELIVER

---

STANTEC:  
**224**



CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





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

September 27, 2019

**Attention: Todd Slatin – Purchasing Director**

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

**Reference: RFP #38-2019 Qualifications for Engineering Services for Sanitary Sewer Watershed Design (Watershed Project Teams 1, 2, 3, & 4)**

Dear Mr. Slatin,

**Stantec Consulting Services Inc.** (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our team are **Vision Engineering, LLC** (Vision), **CDP Engineers, LLC** (CDP), **Leak Eliminators, LLC** (Leak), and **Dave Leonard Tree Specialists (DLTS)**. Vision is a certified minority-owned business enterprise (WBE) and Leak is a Veteran-Owned Business Enterprise (VBE) with LFUCG. The Stantec team we are proposing for this contract is 100% local.

We will execute work on your project from our **Lexington office**. We have a local staff of more than 200 professionals, and we will provide all of the required skills/expertise needed to design your wastewater conveyance projects from this location.

To assist in your review, our proposal is organized to match the selection criteria identified in your RFP, and we have separated each section with tabs as required. The last section contains our required procurement forms and addendum acknowledgements.

The Stantec team offers LFUCG a number of distinct advantages:

- **A project manager you know with a proven track record on your Consent Decree projects.** Joe Herman will be your project manager on this contract. He successfully led your Sanitary Sewer Assessments (SSAs) and Capacity Assurance Program (CAP) and assisted in the development of your Remedial Measures Plan (RMP). Collectively, he has a perfect track record of meeting your regulatory deadlines!
- **A deep bench.** Our team has the capacity to fully execute the design of all your Watershed RMP projects from our local offices. The info-graphic on the inside cover of this proposal illustrates our local bench strength.
- **The right resources at the right location.** Wastewater conveyance design projects are rarely limited to just sanitary pipes and manholes. Stantec also offers full-service roadway design, traffic engineering, utility relocation design, permitting, geotechnical engineering, laboratory testing and drilling services from our local office. Additionally, our team members provide field surveying, easement preparation, hydro-excavation, arborist, and RPR services from their local offices.

- **An unparalleled knowledge of your RMP and the specific design challenges in each Sewershed.** We've been your trusted partner since Day 1 – from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs. We understand the challenges and performance objectives required for each project, and the lessons learned from completed RMP projects.
- **A team designed with schedule in mind.** We've built redundancy on our team in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays. We have also assigned a Project Controls Specialist to assist in proactively managing critical path items and promote early identification of schedule slippages to improve the success rate of potential corrective action plans.
- **Demonstrated fiscal responsibility your Consent Decree programs.** We competed the first five years of your System Capacity Assurance Program approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under budget and we routinely completed our RMP assignments below the budgets established by the Prime Consultant.
- **Personal commitment.** We take pride in our partnership with LFUCG and DWQ over the past three decades. The members of our team live in this community, and we all have a personal stake in your Remedial Measures Program's success.

If you have any questions regarding our submission, or would like to discuss our qualifications further, please do not hesitate to contact me.

Stantec Consulting Services Inc.



Joe Herman, PE  
Principal  
Office: 859 422 3043  
Cell: 859 806-9282  
Joe.Herman@stantec.com

# Table of Contents

<b>01</b>	Firm Qualifications	<b>21</b>	References
<b>04</b>	Past Performance/ Experience	<b>22</b>	Hourly Rates
<b>14</b>	Knowledge of LFUCG	<b>23</b>	Required Documents
<b>19</b>	Local Resources/Capacity of the Firm		

# Firm Qualifications



Stantec is the **largest** civil engineering consulting firm in Lexington

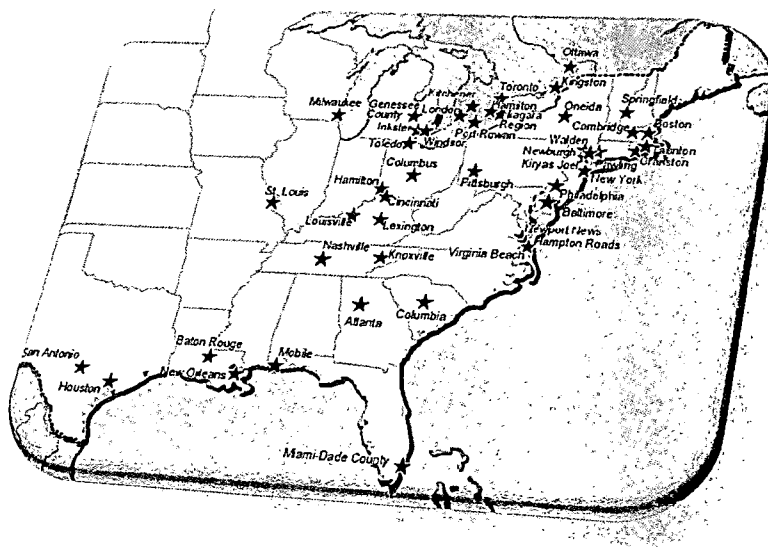
## About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record of providing quality wastewater, stormwater, and transportation services to LFUCG for more than 30 years.



Globally, we unite more than 22,000 employees in more than 400 locations across six continents. **Locally, we are the largest civil engineering consulting firm in Lexington, housing more than 200 professionals at 3052 Beaumont Centre Circle.** Stantec is also the largest civil engineering consulting firm in the Commonwealth of Kentucky, with a combined staff of 300+ in Lexington and Louisville.

Our Lexington-based professionals have positive working relationships with Division of Water Quality staff, and we have a solid understanding of your project expectations. Many of our recent LFUCG assignments have been Consent Decree-mandated projects, including Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and work on your Capacity Assurance Program since 2012. Additionally, we were awarded LFUCG RMP design contracts for Sanitary Sewer Replacement, Sanitary Sewer Rehabilitation, Wastewater Wet Weather Storage Facilities, and Stormwater.



Our municipal clients recognize our ability to assist them with their toughest challenges. Many of our clients are under a federal Consent Decree or other regulatory wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost effectiveness. **Stantec is one of those consultants.** The map graphic highlights clients who trust us to meet their wet weather enforcement challenges.

# Stantec Rankings

**#2**

**Top 20 Design  
Firms by Market –  
Sewer/Waste**

*ENR, July 2019*

**#2**

**Top 10 Midwest  
Design Firms by  
Market Sector –  
Kentucky**

*ENR, June 2019*

**#3**

**Top 50 Trenchless  
Engineering Firms**

*Trenchless  
Technology,  
December 2018*

A publicly owned corporation, Stantec trades on the TSX and the NYSE under the symbol STN. We do a significant amount of work each year for federal, state, and local governments. As a result, we have robust financial accounting processes and software to help us satisfy government reporting requirements and to support periodic audits.

We use a number of industry-accepted best management practices and technology tools to assist in project management, particularly with respect to schedule and budget adherence. These practices include the use of Earned Value Management tracking to monitor project costs, and project scheduling software to proactively manage progress toward key milestones. These controls give our clients confidence that we are proactively monitoring schedule and budget to make sure their projects/programs are completed in a timely and cost-effective manner.

*For more information about Stantec, visit [www.stantec.com](http://www.stantec.com).*

## Stantec Services

Among the services we provide are planning, engineering, landscape architecture, geotechnical, environmental sciences, interior design, architectural, information management, project management, construction management, and project economics. We offer from our local office the following services relative to your RFP:

- Pipeline engineering and design (wastewater, stormwater, and potable water)
- Roadway and bridge design
- Traffic control planning
- Geotechnical engineering
- Bidding services
- Construction administration/management
- Resident Project Representation (RPR)
- Geotechnical drilling and laboratory testing
- Computer Assisted Drafting (CAD)
- Geographic Information Systems (GIS)
- Project controls/Scheduling

The items identified in your RFP that we do not offer locally are field surveying, easement preparation, hydro-excavation and arborist services. They will be provided by other members of our team. **Stantec and our team members are all local, and 100% of the work under this contract will be staffed with local resources.**

## Our Team Members



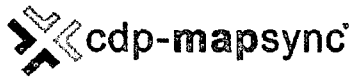
### Vision Engineering, LLC (Vision)

**Vision** is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington. Vision was established in 2003 and employs 19 professionals. Vision will be responsible for providing field surveying and RPR services on this contract. They have provided field surveying and resident project representative (RPR) services on previous RMP projects for LFUCG.



### Leak Eliminator, LLC (Leak)

**Leak** is a certified Veteran Owned Business Enterprise (VBE) located in Lexington near LFUCG's Town Branch Treatment Plant on Lisle Industrial Avenue. Leak has a long history of providing inspection and construction services on wastewater conveyance projects for LFUCG. As a result, they have a solid understanding of LFUCG's construction quality requirements, as well as positive working relationships with DWQ staff. Leak will provide as-needed closed-circuit television (CCTV) inspections, utility hydro-excavation, and RPR services.



### CDP Engineers, LLC (CDP)

**CDP** was established in 1989 and offers professional engineering, land surveying and geospatial services. They are headquartered in Lexington with an additional office in Louisville. CDP will provide additional field surveying capacity to make sure our team meets the aggressive RMP deadlines. CDP has a long history of providing land surveying services for wastewater and stormwater conveyance projects in Lexington and the surrounding area. CDP is also an industry leader in the application of new technologies such as UAVs and LIDAR scanning. They also have extensive experience with high precision GNSS (GPS) surveys.



### Dave Leonard Tree Specialists (DLTS)

**DLTS** is located on Old Frankfort Road in Versailles. They offer four full-time arborists and a 40+ year history of providing arboriculture services in Lexington and the surrounding counties. DLTS will provide the arborist services outlined in your RFP. They have provided identical services on numerous other RMP wastewater conveyance projects for LFUCG, and they are very familiar with your technical requirements.



## Past Performance/Experience



Stantec has a **perfect record** of completing your Consent Decree projects on time and within (often under) budget.

### Past Performance on your Consent Decree

Stantec has a 30+ year track record of successfully completing LFUCG projects on time and within/under budget. Many of these projects have been Consent Decree projects. Highlights of our performance on your Consent Decree projects includes:

- A perfect record of meeting Consent Decree deadlines on all of our projects.
- Successfully implemented an aggressive Corrective Action Plan under the Group 2 & 3 Sanitary Sewer Assessment (SSA) after LFUCG terminated their primary field investigation contractor.
- Completed the Group 1 SSA approximately \$114,000 under the assigned budget.
- Completing all tasks, for which we were responsible, during development of LFUCG Remedial Measures Plan under the assigned budget.
- As your Capacity Assurance Program Manager, we have completed all task orders issued since 2012 at or under budget and finished the first 5-year contract approximately \$330,000 (20%) under budget.
- Completed all task orders as your CMOM Program Management Consultant at or under budget.

### Wastewater Conveyance Experience

We've summarized our experience providing wastewater conveyance design and construction services for LFUCG and other municipal/utility clients in the list on the following page. At least one person in our organizational chart has played a key role in each of these projects.



After submitting our first fee proposal on your RMP Dig and Replace Pipelines contract, **we were awarded** the New Circle Road A&B Trunk Sewer Replacement.

Stantec was awarded one of LFUCG's RMP Design Contracts for Dig and Replace Pipelines (Contract 2) in 2012. We were given our first opportunity to submit a fee proposal on that contract in the summer of 2019, and we were awarded the design of the New Circle Road A & B Trunk Sewer Replacement.

### **RMP Wastewater Conveyance Projects for LFUCG**

- New Circle Road A & B Trunk Sewer Replacement
- UK Trunk B (Newtown Pike Extension)
- West Hickman Trunk B (Vision Engineering)
- West Hickman Trunk C (Vision Engineering)
- West Hickman Trunk D (Vision Engineering)
- Landsdowne South Trunk (Vision Engineering)
- Idle Hour Trunk Sewer (Vision Engineering)
- Sharon Village Pump Station and Gravity Sewer (Vision Engineering)
- Woodhill Trunk Sewer (Vision Engineering)

### **Non-RMP Wastewater Conveyance Projects for LFUCG**

- Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements
- Record Drawings for 2015 Sanitary Sewer Improvements
- Record Drawings for 2016 Sanitary Sewer Improvements
- Record Drawings for 2017 Sanitary Sewer Improvements
- Record Drawings for 2018 Sanitary Sewer Improvements
- Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement
- Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements

### **Non-LFUCG Wastewater Conveyance Projects within last 5 years**

- Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2, (City of Chattanooga, TN)
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve, (City of Chattanooga, TN)
- Owenton Sanitary Sewer Replacement, (Kentucky American Water Company)
- Shelby Park Area 3 Collection System Rehabilitation Design, (Nashville Metro)
- Bold Face Creek (CSO 419) Sewer Separation, (Metropolitan Sewer District of Greater Cincinnati)
- Fort Knox Storm and Wastewater Improvements, (Hardin County Water District No. 1)
- Camp Taylor Wastewater Sewer Replacements, (Louisville and Jefferson County Metropolitan Sewer District)

*The remaining pages of this section provide additional details for some of the relevant project experience featured in the table.*



We've also completed over 250 model requests in support of RMP design efforts and assisted in the initial formulation of the RMP projects.

## Manchester Street and RJ Corman Trunk Sewer Replacements

### ■ LFUCG, Lexington, Kentucky

Stantec is assisting LFUCG with the replacement of two existing wastewater trunk sewers in the Town Branch Sewershed. The first trunk sewer replacement is approximately 1,500 linear feet (24-inch diameter) extending along Manchester Street between Oliver Lewis Way and the railroad and creek crossing near Pyramid Park. The second trunk sewer replacement is located along the RJ Corman railroad, extending approximately 2,300 linear feet (21-inch diameter) from West 3rd Street to the RJ Corman/CSX railroad property south of Main Street.



While not included in LFUCG's RMP, this project was designed in accordance with **RMP technical requirements.**

Both trunk sewer replacements are not identified in LFUCG's Remedial Measures Plan, but they were designed in accordance with RMP technical requirements. The trunk sewers had to be replaced due to structural integrity issues. Although they were originally envisioned to be constructed as one project, they have subsequently been divided into two separate design and construction packages to better align with LFUCG's annual capital improvement program budgeting.

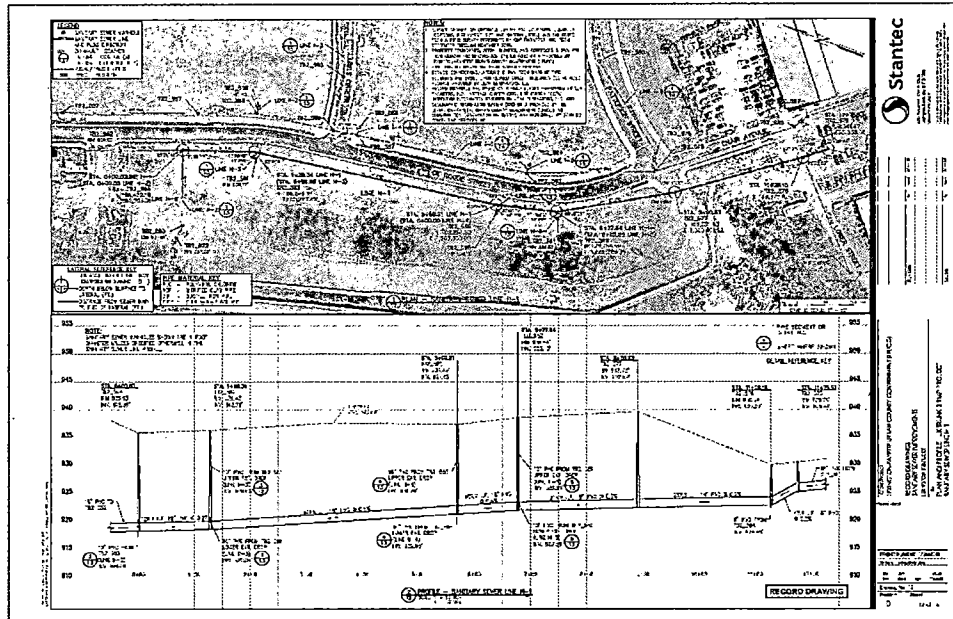
Design of the Manchester trunk sewer is complete and was recently bid. Located in the Distillery District, design required careful consideration of construction sequencing to minimize economic disruption to local businesses. A portion of the sewer is deep (more than 20 feet) and required design to accommodate the additional overburden loading. Manchester Street is also a state-owned roadway and design was developed to accommodate Kentucky Transportation Cabinet permit requirements, including a detailed traffic control plan.

Design of the RJ Corman trunk sewer replacement is anticipated to be completed by December 31, 2019. During preliminary design, we evaluated a proposed tunneling bore alternative for the portion of the sewer that crossed Main Street. Much of the existing sewer is located on the railroad property and required close coordination with RJ Corman/CSX. The preferred design alternative included re-alignment of the existing sewer to maximize the potential developable area of the affected properties, and to reduce the number of sewer crossings under the railroad.

For both projects, our scope included: preliminary design, geotechnical investigation, easement acquisition, permitting, preparing an opinion of probable capital cost, utility coordination, bidding assistance, construction administration support, and conducting record survey and preparing record drawings.

## UK Trunk B (Newtown Pike Extension)

■ LFUCG/Kentucky Transportation Cabinet, Lexington, Kentucky



Stantec designed the UK Trunk B RMP project as part of roadway improvements for the KYTC and LFUCG's Division of Engineering.

Working under a project administered by LFUCG Division of Engineering for Kentucky Transportation Cabinet (KYTC), we were responsible for the design of approximately 0.5 miles of new 4-lane roadway in the Davis Bottoms area between High Street and Patterson Street near DeRoode Avenue. As part of the roadway improvements, we were responsible for design of the relocation/replacement of the existing sanitary, storm, water, electricity, cable, and telephone infrastructure.

As part of the roadway improvements, we designed the relocation and replacement of the two existing parallel sanitary trunk sewers (18-inch and 27-inch diameter) and side connection sewers (10-inch diameter), totaling approximately 3,800 linear feet. The trunk sewer replacements constitute the UK Trunk B project identified in LFUCG's Remedial Measures Plan.

As part of the roadway improvements, we replaced approximately 270 linear feet of existing 36-inch wastewater trunk sewer along the RJ Corman property, and approximately 760 linear feet of 36-inch wastewater trunk sewer along Manchester Street. These sewer replacements were outside of the trunk sewer replacements that Stantec is performing for LFUCG's Division of Water in 2019.

Stantec's scope on this work included: preliminary design, geotechnical investigation, detailed design, geotechnical investigation, easement support, permitting, utility coordination, preparing an opinion of probable capital cost, bidding assistance, and construction administration services. (Record drawings for the sanitary sewer replacements completed in conjunction with the roadway improvements were completed by Stantec under the Record Drawings for 2018 Sanitary Sewer Improvements project.)

## Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement

■ LFUCG, Lexington, Kentucky

The Elkhorn Park and Radcliffe neighborhoods experienced chronic sanitary sewer overflows and basement backups during moderate and heavy rainfalls. While the existing sanitary sewer system in this area is separated from the stormwater system, peak flow during wet weather often exceeded the average dry weather flow by a factor of 20.

We designed a replacement of the existing trunk sewer to restore hydraulic capacity through increases in the sewer diameter and grade improvements on shallowly sloped pipe segments. We developed design drawings and construction documents to replace approximately 3,500 linear feet of 18-inch and 24-inch gravity wastewater sewer. The new sewer generally followed the existing alignment, but it capitalized on several realignment opportunities to improve sewer hydraulics, reduce construction costs, and minimize disruption to the neighborhood.

In addition to the detailed design, we were responsible for preliminary design, hydraulic modeling, utility coordination, public meetings with residents and the Urban County Government Council, geotechnical investigation, utility coordination, permitting, development of an opinion of probable construction cost, technical support during construction (shop drawing review, responding to RFIs, etc.), and preparation of record drawings.



Stantec capitalized on realignment opportunities in the design of the Elkhorn Park trunk sewer replacement to reduce construction costs and minimize disruption to residents in this mature neighborhood.

## Record Drawings for 2015 – 2018 Sanitary Sewer Improvements

■ LFUCG, Lexington, Kentucky

As part of their ongoing Inflow and Infiltration Reduction Program, LFUCG completes various sanitary sewer rehabilitation and replacements each year. Work is performed by LFUCG's Unit Price Contractor and generally includes pipe replacements and/or realignments, installation of cured in place pipe (CIPP) liner, manhole repair/replacement, and pipe point repairs. Starting in 2015, Stantec was retained to prepare record drawings for sewer improvements completed each year. We are responsible for: performing a record survey on completed improvements; reviewing post-construction closed circuit television (CCTV) inspection video, construction inspection notes, contractor mark-ups; and

developing record drawings based on the collected information. Record drawings are prepared in accordance with LFUCG's technical requirements. The following table summarizes our work by year.

Year	Total Number of Pipe Segments	Total Length (LF)
2015	31	4,700
2016	49	8,000
2017	15	2,600
2018	61	9,700

### **Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2**

#### ■ City of Chattanooga, Tennessee

Stantec assisted the City with the design, bidding and construction administration for the replacement/rehabilitation of approximately 5,500 linear feet of gravity trunk sewer ranging from 12 to 18 inches in diameter. The project is part of the City's federal Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Originally anticipated to be abandoned in lieu of a new pump station, we evaluated the existing sewer's condition and demonstrated that improvements to the existing trunk sewer would yield a more cost-effective, longer-term solution. Design of sewer improvements



Close proximity of the City's trunk sewer to the Tennessee River and South Chickamauga Creek presented significant constructability challenges to address during the design effort.

included pipe replacement, installation of cured in place pipe (CIPP) liner, installation of water-tight manhole covers, and manhole rehabilitation with polymer resin-based liner.

Located in the floodplain overbank area for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Along most of its length, the existing sewer is within 50 feet of the water's edge, and in some areas less than 20 feet. The ground along the existing sewer was very soft, limiting heavy vehicle access to the area to construct sewer improvements. The entire project area was also heavily vegetated and subject to frequent inundation. To combat the adverse site conditions and meet environmental permitting requirements, design documents mandated that a timber mat access road be constructed to facilitate construction of sewer improvements. Contractor storage areas were also required to be outside of the 100-year floodplain, and limited access areas were identified to minimize tree removal and loss of vegetation in the water quality stream buffer area.

Our scope of work included field surveying, CCTV inspection of the existing trunk sewer, preliminary design, easement services, environmental assessment and permitting, utility coordination, archaeological and architectural survey, detailed design, opinion of probable construction cost, bidding support, resident project representation (RPR) services, construction administration, and preparation of record drawings.

## **Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve**

■ City of Chattanooga, Tennessee



Stantec has a master service agreement with the City to provide design, bidding, and construction administration services for wastewater conveyance projects. Projects under this contract are part of the City's federal Consent Decree, and require diligent adherence to fixed regulatory deadlines or the City will be subject to financial penalties. Based on our performance on our first assignment (Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2), we were asked to provide design, bidding, and construction services for a second wastewater conveyance project (Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve Road).

We are performing preliminary design to evaluate rehabilitation, replacement, and/or the addition of linear storage to restore hydraulic capacity of the existing trunk sewer along Hamill Road, and to eliminate frequent sanitary sewer overflows (SSOs) along Creekside Preserve Road.

Once the preliminary design is complete, we will prepare detailed design drawings, prepare an opinion of probable construction costs, coordinate with affected utility companies, provide bidding support, prepare permit applications, and provide construction administration and resident project representation (RPR) services.

## Shelby Park Area 3 Collection System Rehabilitation Design

■ Nashville Metro, Nashville, Tennessee

Stantec was one of 18 firms chosen by the Metropolitan Government of Nashville to assist with their Overflow Abatement Program (OAP). The OAP consists of preparing plans and specifications to address the rehabilitation of sanitary sewers within a large portion of the City, enhancing the conveyance of several large sewers, constructing large equalization facilities to attenuate peak flows at key locations within the collection system, and upgrading several of the City's pumping stations.

We were charged with the design of capital sewer improvements for the Shelby Park Area 3 drainage basin that serves approximately 800 homes in a well-established neighborhood. It required a design that minimized disturbance to existing fences, landscaping, and mature trees. The project had specific inflow and infiltration (I&I) removal targets to make sure that ongoing capital improvement projects in other areas of the sewer system would be adequately sized to eliminate sanitary sewer overflows and achieve compliance with the City's OAP.

The Shelby Park drainage basin contains approximately 260 manholes, 266 line segments consisting of 46,440 linear feet of 8-inch vitrified clay sanitary sewer, 440 linear feet of 10-inch vitrified clay sanitary sewer, and 2,020 linear feet of 15-inch concrete sanitary sewer.

We prepared rehabilitation/replacement/repair design drawings for sewers, manholes and service laterals within Nashville Metro right-of-way and easements; identified, surveyed and designed sewers requiring replacement or point repairs; prepared documents for permits and easement acquisition; prepared erosion control, traffic control and restoration plans; prepared design documents for stormwater assets that may be impacted by sewer rehabilitation efforts; and provided technical assistance during bidding and construction.

The project was driven by federal Consent Decree and required strict adherence to established deadlines to maintain the City's good standing with the regulators, and to avoid stipulated penalties. We submitted all deliverables on time and completed our work within the assigned budget.



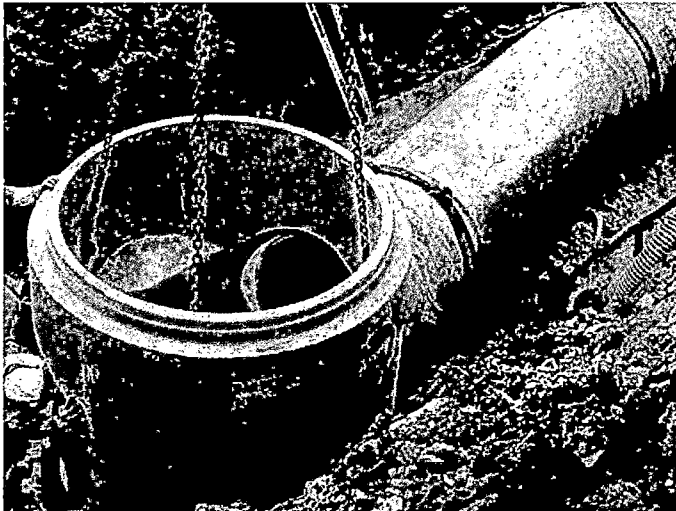
We designed wastewater gravity sewer rehabilitations/replacements to support Nashville Metro's Consent Decree-mandated capital improvement program.



## Bold Face Creek (CSO 419) Sewer Separation

■ Metropolitan Sewerage District of Greater Cincinnati, Ohio

Stantec was retained by Cincinnati MSD for the planning, design, and implementation of green infrastructure and sewer separation to reduce the frequency and magnitude of combined sewer overflows as outlined in the community's revised EPA wet-weather Consent Decree.



We designed the replacement of approximately 25,000 linear feet of wastewater gravity sewer to support separation of combined sewers.

The Bold Face Creek watershed covers a four-square-mile urban area with historical Ohio riverfront, steep river bluff, and upland urban development areas. CSO 419, at the outlet of the basin, is one MSD's largest, discharging approximately 700 MG in a typical year.

We explored a wide range of potential solutions, including separating and daylighting of streams conveyed through historical combined sewers, construction of separate storm sewers, construction of bio-retention cells maximizing infiltration, disconnecting downspouts, treatment, and consideration of grey water equalization. Balancing environmental, social, and economic impacts, we determined the best combination of elements to satisfy MSD's goals, which included a reduction of annual overflow volumes by 85%, and emphasis on sustainability using a triple-bottom line approach.

Highlights of our recommended solution include separating 75% of the watershed, using a combination of green and gray elements, and daylighting 2.9 miles of streams. We also recommended relocating the CSO 419 regulator and installing a gravity interceptor extension. When fully implemented, 18 miles of new storm sewer will be constructed, 2,800 downspouts will be disconnected from the combined sewer, and CSOs 420 and 421 will be eliminated at an estimated construction cost of \$11M.

We have completed design of Phase 1 of the recommended solution. Phase 1 included replacement/relocation of approximately 25,000 linear feet of gravity sewer ranging in diameter from 12 inches to 60 inches. The design also included relocating the CSO regulator structure.

## Camp Taylor Wastewater Sewer Replacements Design

■ Louisville and Jefferson County Metropolitan Sewer District,  
Louisville, Kentucky

The Camp Taylor neighborhood was hastily constructed at the onset of World War I as troop barracks and was converted to private residential housing after the war ended. Subsequent infill development occurred during the 1920's and much of the original infrastructure remains. A large portion of the sewer system was constructed without consideration for the infill development, and consequently many of the sewers in the area are poorly aligned with pipes located within/below residential basements. The age of the system and access issues had contributed to long-standing sanitary sewer overflow and maintenance issues.

Stantec was retained to perform a detailed condition assessment and develop rehabilitation/replacement recommendations. A sanitary sewer evaluation survey was performed on approximately 145,000 linear feet of gravity sanitary sewer ranging in diameter from 4 inches to 16 inches. Recommendations included relocating more than 40,000 linear feet of sewer to easements or public right-of-way, rehabilitating 28,000 linear feet of sewer; and disconnection of downspouts, catch basins and yard drains. Proposed improvements were estimated to reduce wet weather inflow/infiltration by approximately 1.5 million gallons per day.

We developed design drawings and construction documents for replacement of trunk sewers serving 375 homes. Due to the existing sewer's poor alignment, much of the new sewer needed to be realigned. For many homes, the sewer was relocated from the backyard to the street in front of the property, resulting in a design that included reconfiguring/replacing service laterals to connect properties to the relocated sewer.

In addition to providing detailed design, bidding and construction administration services, we coordinated with local utilities to address utility conflicts, prepared easement plats, inspected basements in most homes, performed hydro-excavation of utilities, and conducted a historic assessment study.



Relocation of Louisville MSD's sewer from the backyards to the street necessitated reconfiguration and replacement of private sewer laterals.

## Knowledge of LFUCG

### Experience Working with LFUCG and the Division of Water Quality



Our Project Manager was very involved in LFUCG's Trunk Sewer Studies, Sanitary Sewer Assessments, initial RMP development, RMP Design Contracts, and Capacity Assurance Program. **He brings a wealth of knowledge about your sewer system and Consent Decree objectives.**

Stantec has a 30+ year history working for LFUCG and the Division of Water Quality (and the former Division of Sanitary Sewers). Our Project Manager, Joe Herman, has been working on projects for LFUCG since 1997. He has been involved in your wastewater program from the Trunk Sewer Studies completed in the late 1990's/early 2000's (the precursor to your RMP), to the comprehensive Sanitary Sewer Assessments of your sewer system, to assisting in the development of your approved Remedial Measures Plan and implementation of your Capacity Assurance Program. Joe offers a wealth of institutional knowledge of your wastewater system and a unique perspective on the history of how it has led to today.

We purposefully assigned the individuals identified in our organizational chart (see Local Resources/Capacity of the Firm section) based on their specialized expertise, proven track record on your projects, and positive working relationships working with LFUCG and the Division of Water Quality (DWQ). The table on the following page summarizes our key individuals and their role in the LFUCG projects we listed in the Past Performance/Experience section of this submittal. Stantec was the prime consultant on all the wastewater conveyance projects listed.

Wastewater conveyance projects are rarely limited to just sanitary pipes and manholes. They generally involve pavement restoration, traffic control plans, stormwater and other utility relocation design, permitting, subsurface investigations and laboratory testing. They can also involve geotechnical engineering where sewers require deep excavations, involve karst geology or must be installed by trenchless methods. **Stantec has professionals in our Lexington office who can provide all these services, and we routinely do so for LFUCG.** As a result, we are very familiar with local and state design standards, regulatory permitting requirements, and the local geology.



We have a **positive working relationship with Hazen** through our involvement on the initial RMP development and in our role as LFUCG's Capacity Assurance Program Consultant.

We understand that your Remedial Measures Program Management Consultant (Hazen) plays an important role in ensuring that RMP projects adhere to LFUCG's design standards and are completed within Consent Decree-mandated deadlines. Stantec has a positive working relationship with your RMP PMC. In addition to partnering with Hazen on initial RMP development, we routinely work together at RMP pre-design meetings for the more complicated projects, and we regularly coordinate with them in our role as your Capacity Assurance Program Management Consultant.

<b>Wastewater Conveyance Projects for LFUCG</b>		<b>Key Individual/Role</b>	<b>LFUCG Contact</b>
<b>RMP</b>	New Circle Road A & B Trunk Sewer Replacement	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Bret Lavey – QA/QC Adam Garner – Project Engineer John Magner – Project Engineer Dave Leonard Tree Service – Arborist Leak Eliminators – Hydro-Excavation	Bob Peterson (DWQ)
	UK Trunk B (Newtown Pike Extension)	Jason Bricker – Lead Engineer Bret Lavey – Design & QA/QC	Andrew Grunwald (Division of Engineering)
<b>Non-RMP</b>	Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Adam Garner – Project Engineer John Magner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Record Drawings for Sanitary Sewer Improvements (2015 – 2018)	Joe Herman – Project Manager Jason Maxwell – Lead Engineer John Magner – Project Engineer Adam Garner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement	Joe Herman – Lead Engineer	Charles Martin (DWQ)
	Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements	Joe Herman – Lead Engineer	Charles Martin (DWQ)

### **Knowledge of Your RMP and Wastewater Conveyance System**

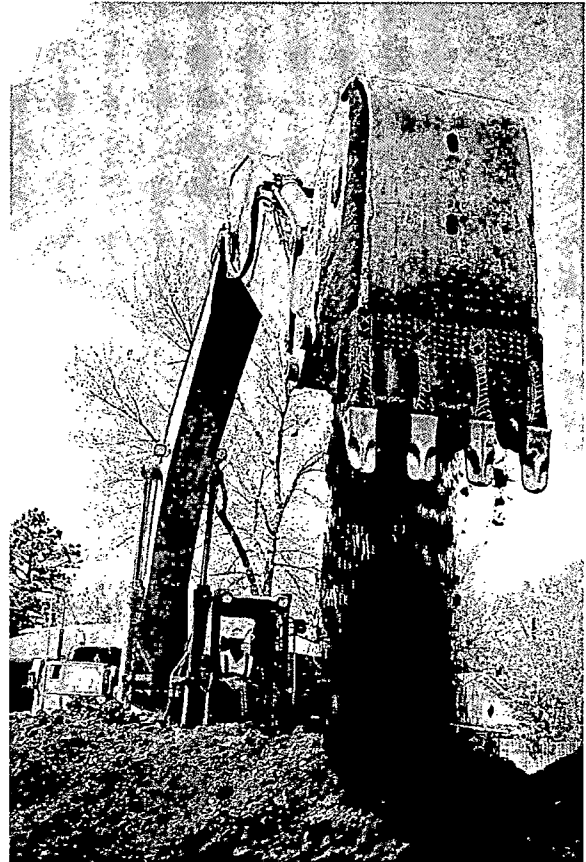
Stantec has an unmatched understanding and knowledge of Lexington's RMP and wastewater conveyance system.



- **We led your Sanitary Sewer Assessments (SSAs)**, the largest field investigation and condition assessment ever performed by LFUCG on their wastewater conveyance system. Trunk sewer condition information and inflow/infiltration contributions identified during the SSAs were utilized to assist in RMP project formulation. Information collected during the SSAs is also routinely used by DWQ to guide annual inflow and infiltration reduction efforts.
- **We were one of three primary team members responsible for the development of the approved Remedial Measures Plan.** In addition to leading project formulation in the North and South Elkhorn Watersheds, we assisted in vetting the triggers and performance criteria that governed RMP project formulation in all the watersheds.
- **We were awarded RMP Design Contracts** for Wet Weather Storage Facilities, Dig and Replace Pipelines, Stormwater, and Rehabilitation. We are familiar with your RMP design requirements and project expectations.
- **We developed and are responsible for the ongoing implementation of your Capacity Assurance Program (CAP).** In this role, Stantec is responsible for providing hydraulic modeling support for all RMP projects to verify adequate capacity can be certified. As a result, we have a comprehensive understanding of your RMP objectives, performance criteria, and schedule.



**We've been your trusted partner since Day 1** - from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs.



## Knowledge of the West Hickman Sewershed

The map on the following page highlights the completed and remaining RMP projects in the **West Hickman Sewershed**. Completed projects are shown for reference only—we understand that design and construction of those RMP projects is ongoing or completed. Projects marked as remaining will be designed by the Watershed Project Team 1 consultant.

Sewer systems are dynamic. New development increases sewage base flows. Pipes and manholes deteriorate over time, often resulting in increases in wet weather flow contributions. Sewer rehabilitation, flow diversions, and other wastewater capital improvements also can impact hydraulic capacity in the sewer system.

Wet weather flows in the wastewater conveyance system have increased in some areas since development of the RMP. The following map also illustrates those projects that are not in the approved RMP, but are anticipated to restore adequate capacity in Lexington's wastewater conveyance and transmission systems and eliminate SSOs. Stantec assisted LFUCG in identifying and preliminary sizing/evaluating the anticipated projects. DWQ is still vetting the anticipated projects and they should be considered provisional.

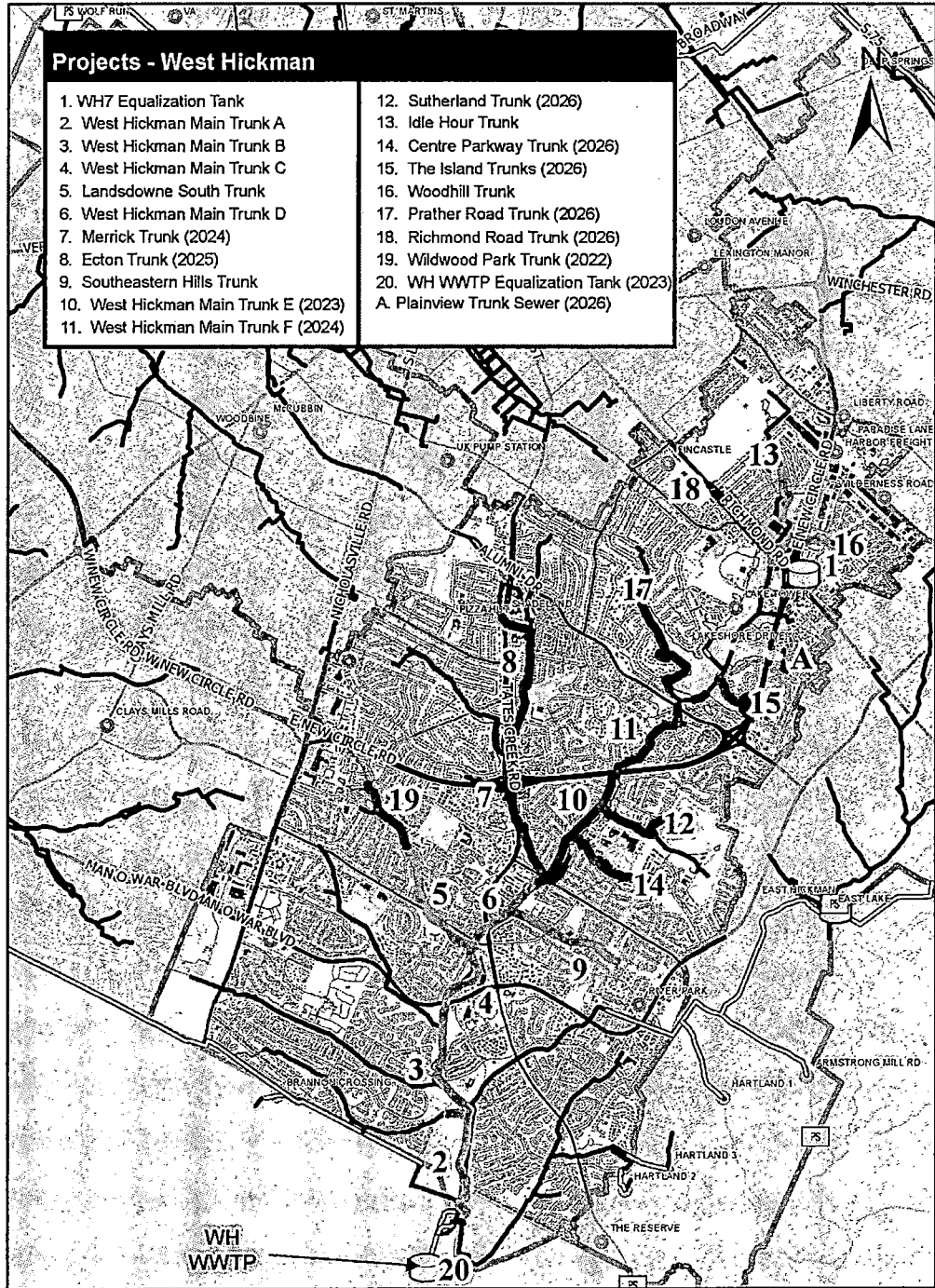
While not explicitly shown in the figure, some of the remaining RMP projects may no longer be necessary or may be reduced in size/scope. This is attributable to successes in removing inflow/infiltration from wastewater collection system rehabilitation efforts and further refinement/improvement of the hydraulic model to more closely emulate actual sewer behavior. Cancellation of these projects is subject to regulatory approval and LFUCG must demonstrate that adequate capacity has been restored such that the projects are no longer necessary.

With a continuously staffed office in Lexington since 1969, Stantec has completed hundreds of infrastructure projects in all seven of Lexington's major sewersheds (and Boone Creek). Additionally, our work on your SSAs, RMP and CAP has given us the opportunity to work in all of Fayette County's sewersheds and increased our knowledge/awareness of the specific wastewater conveyance system challenges in each.



Our work on your SSAs, RMP and CAP has given us a familiarity and understanding of the specific wastewater system challenges in all of Lexington's major Sewersheds that is hard to match.

# RMP Projects in the West Hickman Sewershed



- | Projects - West Hickman              |                                      |
|--------------------------------------|--------------------------------------|
| 1. WH7 Equalization Tank             | 12. Sutherland Trunk (2026)          |
| 2. West Hickman Main Trunk A         | 13. Idle Hour Trunk                  |
| 3. West Hickman Main Trunk B         | 14. Centre Parkway Trunk (2026)      |
| 4. West Hickman Main Trunk C         | 15. The Island Trunks (2026)         |
| 5. Landsdowne South Trunk            | 16. Woodhill Trunk                   |
| 6. West Hickman Main Trunk D         | 17. Prather Road Trunk (2026)        |
| 7. Merrick Trunk (2024)              | 18. Richmond Road Trunk (2026)       |
| 8. Ecton Trunk (2025)                | 19. Wildwood Park Trunk (2022)       |
| 9. Southeastern Hills Trunk          | 20. WH WWTP Equalization Tank (2023) |
| 10. West Hickman Main Trunk E (2023) | A. Plainview Trunk Sewer (2026)      |
| 11. West Hickman Main Trunk F (2024) |                                      |

	Completed/ongoing RMP Projects (not included in Watershed Design Contract)
	Upcoming RMP Projects to be included in Watershed Design Contract
	Anticipated Non-RMP Projects Needed to Certify Adequate Capacity

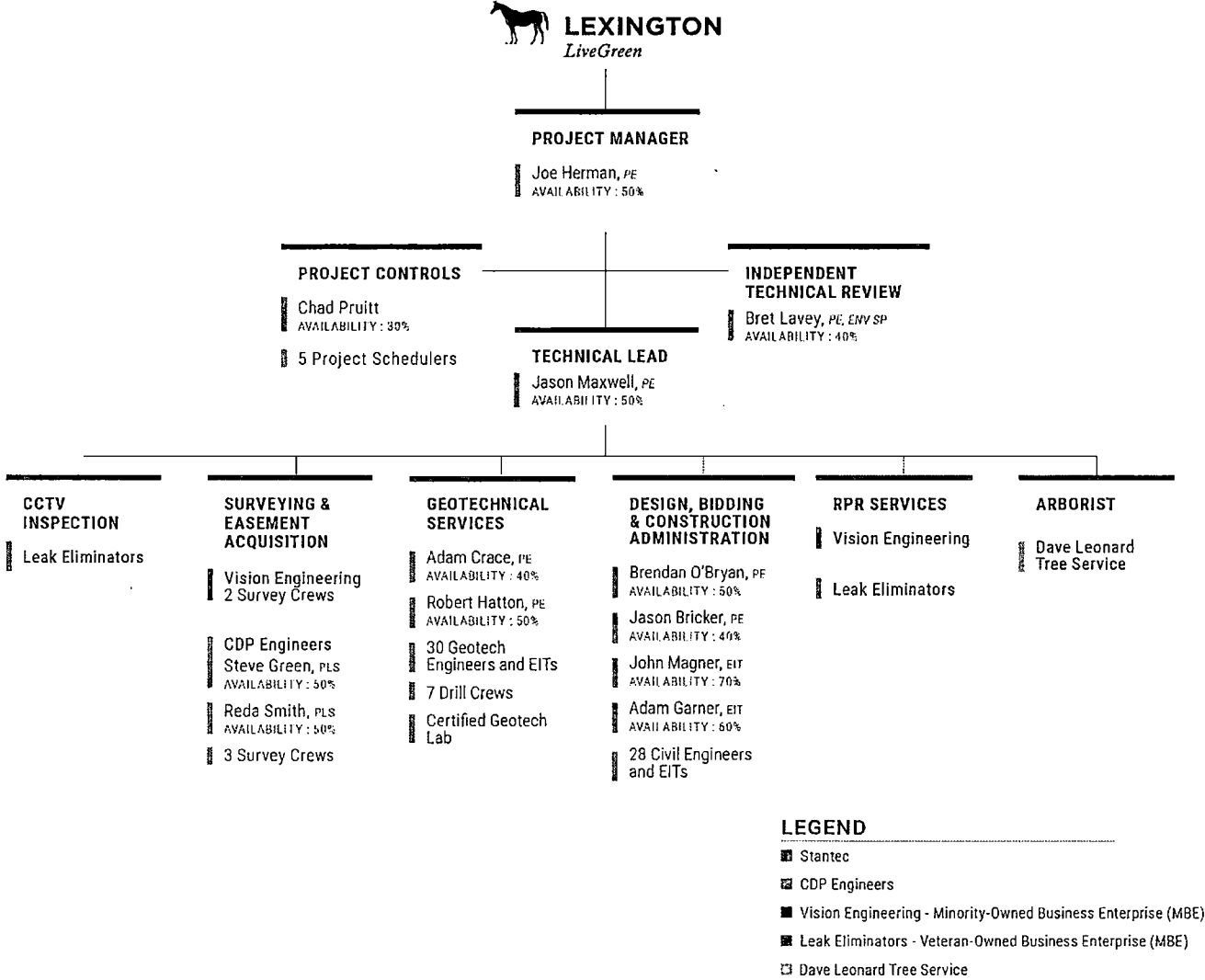
# Local Resources/Capacity of the Firm



This team uses **100%** local personnel and staff resources

The following organizational chart identifies key team members and their roles associated with the design of your RMP wastewater conveyance projects. We carefully selected these key personnel based on their expertise and experience successfully completing similar projects for LFUCG and other municipal/utility clients. **You'll find resumes for our key personnel at the end of this section.**

Every project identified in the Past Performance/Experience section of this proposal was completed by one or more of the people listed in our organizational chart.





As you can see below, every firm that comprises our team is local. In fact, every team member in our organizational chart is local, and 100% of the work under this contract will be completed with local resources.

<b>Stantec</b>	3052 Beaumont Centre Circle Lexington, KY 40513
<b>Vision Engineering</b>	128 E. Reynolds Road, Suite 150 Lexington, KY 40517
<b>Leak Eliminators</b>	330 Lisle Industrial Avenue Lexington, KY 40511
<b>CDP Engineers</b>	3250 Blazer Parkway Lexington, KY 40509
<b>Dave Leonard Tree Specialists</b>	544 Old Frankfort Pike Versailles, KY 40383

### Project Manager — Joe Herman, PE

Located in Stantec’s Lexington office, Joe has been working on LFUCG projects since 1997. He has a proven track record of fiscal responsibility, and a perfect record of delivering your Consent Decree projects on time.

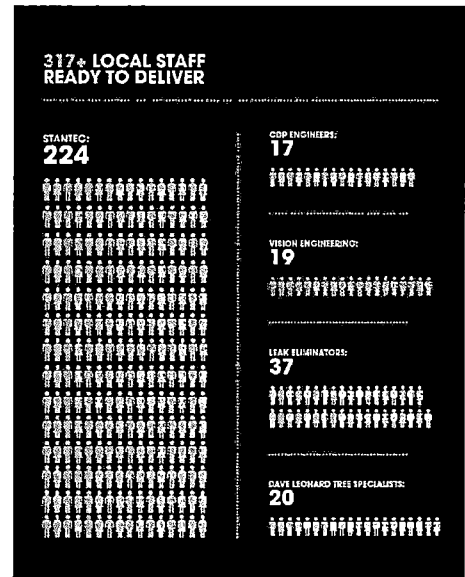
Our team includes a **dedicated project controls specialist**, Chad Pruitt, who will help Joe track and manage each project assignment. By proactively managing individual design and construction milestones, we’ll be able to identify critical path items and potential delays early on, increasing the success rate for potential corrective action plans.

### Capacity

We know how important it is to meet the regulatory deadlines for your RMP projects. That’s why we specifically structured our team to execute multiple projects simultaneously, and we assigned resources with capacity in mind. Additionally, **we built redundancies into our team** in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays.

We have included a couple of items in our organizational chart to help you evaluate our team’s capacity:

- Additional local resources for each discipline to support your projects; and
- Availability of named individuals. Based on their current assignments, availability will increase over time as they wrap up those project commitments.



Look inside the front or back cover for a full-size view of our local bench strength.

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Joe has 24 years' experience (22 with Stantec) in the assessment, design, and management of municipal infrastructure. He is one of Stantec's subject matter experts in wet weather programs with relevant project experience in inflow/infiltration (I/I) investigations, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydraulic modeling, and engineering design. Joe is currently a member of NASSCO's Infrastructure Assessment Committee.

### **EDUCATION**

MS/BS Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer – Kentucky (#21254)

### **PROJECT EXPERIENCE**

Focused SSES & Rehabilitation South Chickamauga Creek – Phase 2, Chattanooga, Tennessee

Joe was the Project Manager for the rehabilitation/replacement of approximately 5,500 linear feet of sanitary sewer trunk sewer ranging in size from 12-inch to 18-inch diameter. Located in the floodplain for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Project was part of City's Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project

challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Manager for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Elkhorn Park and Radcliffe Neighborhood Sanitary Trunk Sewer Rehabilitation, Lexington, Kentucky

Lead Engineer for the replacement of approximately 3,500 linear feet of gravity trunk sewer for the Lexington Fayette Urban County Government (LFUCG). Project designed to eliminate chronic SSOs as part of LFUCG's Trunk Sewer Studies (pre-cursor to RMP).

# Chad Pruitt

Project Controls Analyst



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Chad provides financial and schedule management support to project managers across various programs. Resource-defined, time-phased schedules are developed and maintained to identify and mitigate project risks by successfully controlling both cost exposure and deliverable timeliness. Earned Value Management (EVM) principles and techniques are utilized to provide forecasting, spending trends, and root cause analysis of variances.

Chad is proficient in Oracle, SAP, Primavera P6, Deltek Cobra, Microsoft Office products, and holds a Lean Six Sigma Green Belt Certification. He also has in-depth knowledge of Federal Acquisition Regulations (FAR), cost accounting standards, and federal budget processes.

## EDUCATION

MBA, University of Kentucky

BBA, Finance, University of Kentucky

## PROJECT EXPERIENCE

Mobile Area Water and Sewer System (Project Controls Lead)

Supported program management by providing financial analysis of program costs and schedules using advanced Earned Value Management concepts, including the identification of critical path activities, obligations, risks, performance drivers, spending trends and root causes of variances.

Mid-Breton Sediment Diversion, Baton Rouge, Louisiana (Project Controls Analyst)

Chad provided a full complement of project controls services for a \$35 million, multi-year development. Responsibilities include bi-weekly schedule updates in Primavera P6, bi-weekly financial analysis, Earned Value Reporting, manpower charts and staffing skills mix.

Coal Combustion Residuals Programs, Tennessee (Project Controls Analyst)

Chad provided a full complement of project controls services for Stantec's TVA Coal Combustion Residuals Program valued at \$150 million, with annual revenues of \$25 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Dam Stability Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Dam Stability Program valued at \$15 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Wastewater Treatment Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Waste Water Treatment Program valued at \$45 million.

Lockheed Martin Corporation\*, (Project Controls)

Supported program management by providing financial analysis of program costs using advanced Earned Value Management concepts, including the identification of obligations, risks, performance drivers, spending trends and root causes of variances.

\* denotes projects completed with other firms

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Bret has over 14 years' experience (all with Stantec) in the evaluation, design, and planning of water, stormwater and wastewater infrastructure. He has been assisted LFUCG in several of your Consent Decree obligations, including: the Sanitary Sewer Assessments (SSAs), Capacity Assurance and Remedial Measures Programs. Bret is a certified Envision Sustainability Professional and understands the triple-bottom line approach to solving complex water resources problems – balancing the environmental, social, and economic objectives of a project.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

### **REGISTRATIONS**

Professional Engineer – Kentucky (#27348)

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Bret performed Independent Technical Review of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

UK Trunk B (Newtown Pike Extension), Lexington, Kentucky

Stantec designed this RMP project in conjunction with the roadway improvements in the Davis Bottoms area. Improvements required the relocation of two existing sanitary trunk sewers (18-inch and 27-inch). Bret was responsible for design of the siphon sewer under Versailles Road and QA/QC of the other portions of the sanitary sewer replacement.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Independent Technical Reviewer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF for LFUCG.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Bret was the Project Manager for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Fort Knox Water, Storm and Wastewater Improvements, Hardin County, Kentucky  
Bret was the Project Manager for the development and design of a \$20M capital improvement program for Hardin County Water District No. 1 (HCWD1). Projects completed in this plan included wastewater and stormwater conveyance, as well as potable water system improvements.

Remedial Measures Plan Program Management Consultant, Lexington, Kentucky  
Stantec was part of a three-consultant firm team tasked with developing LFUCG's RMP. Bret was the Lead Engineer for Stantec responsible for: providing rehabilitation recommendations & prioritizations to reduce I&I, hydraulic modeling, capital plan development and solution alternatives analysis, and preparing planning-level cost opinions.

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Jason is a Senior Water Resources Engineer with specific project experience in sanitary sewer evaluation studies (SSES), hydraulic modeling, sanitary sewer rehabilitation, inflow/infiltration studies, and engineering design for municipal stormwater and sanitary sewer systems. He has over 10 years' design experience on LFUCG storm and sanitary sewer projects.

### **EDUCATION**

MS/BS, Bioenvironmental Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer, Kentucky #28686

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Jason was responsible for QA/QC of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky  
Lead Engineer for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual I&I Reduction Program.

Camp Taylor Sanitary Sewer Replacement and Design, Louisville, Kentucky (Project Engineer)  
Lead Engineer for the design of replacement of over 15,000 LF of 8-inch sanitary sewer and over 3,000 LF of 15-inch sanitary trunk sewer for the Louisville and Jefferson County Metropolitan Sewer District (Louisville MSD). Project was part of their federal Consent Decree.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Jason was the Lead Engineer responsible for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason was the Lead Engineer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason is the Lead Engineer for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

## Resume

## education

Eastern Kentucky University, 1982  
Bachelor of Arts Broadcasting

## registration + professional affiliations

Professional Land Surveyor/Kentucky Registration No. 3539  
Hazardous Waste Operations and Emergency Response

## experience + qualifications

Mr. Green has over 19 years experience which includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency of the use of traditional and state-of-the-art surveying equipment. Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

## relevant project experience

## Survey

Blue Grass Airport Sanitary Sewer System, Blue Grass Airport Corporation, Lexington, KY

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard's Creek Sanitary Sewer Survey, Winchester Municipal Utilities

Tyner Waste Water Wetland, Jackson Co. Public School System

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Mellwood Pump Station & Force Main, Louisville MSD

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Camp Wallace WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Muddy Fork Interceptor SSO Project, Louisville MSD

300 at the Circle, Monarch Investment & Management Group

As-Built Drawings LFUCG SS Improvements, Stantec Consulting Services, Inc.

Camp Webb WWTP Replacement, Finance and Administration Cabinet

## Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon

Hydromax USA-LFUCG Sanitary MH Inspection, Hydromax USA

Lebanon Sanitary Sewer GIS and Modeling Work, City of Lebanon, KY

## Storm Water - Survey

LexPark Stormwater Incentive Grant, LFUCG

Transylvania Water Quality Grant, Transylvania University



**Reda Smith, PLS | Easement Development Coordinator****Resume****education**

University of Kentucky, BSW Social Work, 1974

**registration + professional affiliations**

Land Surveyor/Kentucky/Registration No. 3323

**experience + qualifications**

Ms. Smith has worked as a staff surveyor on a wide variety of projects including boundary, photo control, and topographic and construction surveys. Her experience includes both conventional and GPS surveys, deed research, AutoCad drawings, right-of-way plats, and descriptions for utility easement acquisition. Ms. Smith has developed boundaries and rights-of-ways for numerous CDP projects. She is also proficient in the use of CADD and engineering software utilized by CDP Engineers, Inc.

**relevant project experience****Survey**

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard’s Creek Sanitary Sewer Survey, Winchester Municipal Utilities

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Owenton Research and Field Work – Kelly Court, Stantec Consulting Services, Inc.

**Mapping and Inspection**

Lebanon Sanitary Sewer, Phase 3, City of Lebanon



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Adam is a geotechnical engineer with over 27 years' experience overseeing subsurface inspections, laboratory testing, and geotechnical engineering analysis. His project responsibilities include slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep foundation analyses utilizing H-piles, drilled shafts and auger cast piles and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for utility infrastructure and roadways. He is familiar with the various geologic regions in Kentucky, including mitigation procedures in karstic environments like those present in Fayette County. Adam is also trained according to EM-385 requirements and proficient in both SCUBA and Surface-Supplied Air diving techniques and is a National Bridge Inspection Standards (NBIS)-certified bridge inspector.

## **EDUCATION**

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Professional Engineer #23443, Kentucky

## **PROJECT EXPERIENCE**

**KY 3225 over Barren River Secant Scour Wall, Warren County, Kentucky**

Project Manager responsible for geotechnical exploration and engineering for a secant scour wall to protect the spill-through slope on the KY 3225 bridge over Barren River. Exploration included 29 borings, 1,012 feet of NQ rock coring, 980 feet of rockline sounding, and approximately 330 feet of soil sample borings.

**KY 56, Union County, Kentucky**

Project Manager for the geotechnical services required to widen and strengthen over 5 miles of existing roadway and add two passing lanes on KY 56 between KY 360. Stantec advanced approximately 100 borings in the vicinity of the roadway to determine depth to bedrock and typical soil characteristics. One of the more challenging portions of the project was the soil cut slope Bald Hill that approached a height of nearly 70 feet as measured from the roadway ditch to the daylight point of the slope. In addition, Stantec developed structure reports for seven culverts located along the alignment.

**Louisville Southern Indiana Ohio River Bridges - East End Approach, Louisville, Kentucky**

Stantec was selected as a part of the design team for the geotechnical aspects of the East End Approach which includes the Louisville Tunnel Project. Mr. Crace was the Senior Project Engineer supervising the field exploration in an area where property owner sensitivity to design and construction was a top priority. On this stage of the project, Stantec was responsible for several shoulder closures to complete the boring program. Mr. Crace coordinated portions of the drilling with a tunnel expert which included pressure testing of bedrock to estimate hydraulic conductivity, establishing observation wells and checking the borings for combustible gases.

**Louisville Southern Indiana Ohio River Bridges - Kennedy Interchange, Louisville, Kentucky**

Mr. Crace was the Senior Project Engineer responsible for coordinating the subsurface exploration, which included the coordination with various public and private property owners. The project included the completion of over 400 borings near within downtown Louisville. Mr. Crace served as the engineer responsible for reports, recommendations and analyses development on approximately 11 bridge reports and 19 retaining walls. The analyses included external retaining wall analyses, settlement profiles, slope stability analyses, lateral squeeze analyses, deep foundation analyses of friction piles and/or shafts, driveability analyses, negative skin friction analyses, and shallow foundation analyses on rock and soil.



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Robert is a Geotechnical Engineer with experience in the evaluation and analysis of various water and wastewater infrastructure. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and slope stability and seepage analyses. Robert is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. Robert is also well-versed in providing engineering during construction services on complex civil, structural, and geotechnical construction projects. He has experience with foundation improvement theories, technologies, and methods of implementation. His expertise includes proficiency with various slope stability and deformation analysis software, including GeoStudio and Surface Deformation Prediction Software.

## **EDUCATION**

MS/BS, Civil Engineering University of Kentucky

## **REGISTRATIONS**

Professional Engineer #33283, Kentucky

## **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Robert assisted in the subsurface exploration to support replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Geotechnical investigation included collecting rock and soil information necessary to support a installation of the replacement sewer under Main Street using trenchless/tunneling construction methods.

Jacobson Park Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole in Jacobson Park for LFUCG's Division of Parks. Investigation was performed to verify limits of sinkhole and assist LFUCG in assessing risk.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Robert is the geotechnical engineer assigned to perform the subsurface exploration for replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter and will include several segments that are to be constructed by trenchless/tunneling methods.

Coldstream Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole near Coldstream Park to support one of LFUCG's Stormwater Incentive Grant projects. Sinkhole was discovered during construction of storm water quality improvements. Robert oversaw the excavation of the sinkhole to evaluate subsurface drainage paths, developed treatment design to stabilize it, and oversaw the construction of recommended treatment.

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Brendan is a Design Engineer with experience in the planning, design and construction of water and wastewater infrastructure. His duties have included stormwater engineering, erosion control design and inspection, water supply engineering, hydrologic and hydraulic modeling, technical writing, project permitting and construction inspection. He is well versed in the use of several engineering and design platforms including XP SWMM, EPANET, EPA SWMM, ArcGIS, AutoCAD and HEC-RAS.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

BS, Physics, Centre College

### **CERTIFICATIONS & TRAINING**

Trenching and Excavation Competent Person Training

OSHA Confined Space Training

### **REGISTRATIONS**

Professional Engineer #062-069317, Illinois

Certified Floodplain Manager #IL-16-0077

### **PROJECT EXPERIENCE**

Elm & Earlston Drainage Improvements, Village of Downers Grove, Downers Grove, Illinois (Design Engineer)\*

Design Engineer for this location with minimal stormwater infrastructure, impacted by rainfall exceeding the two-year recurrence interval. V3 provided a recommended design including storm sewer improvements in each of the roadway sections and stormwater improvements along the flow path. Brendan performed hydrologic analysis and created hydraulic models of both the existing system and proposed improvements.

Roberts & Williams Drainage Improvements, Village of Woodridge, Woodridge, Illinois (Project Engineer)\*

Project Engineer for project to improve stormwater conveyance and protect homes impacted by 25-

year storm events. Project included development of several preliminary design alternatives and cost estimates and provided final engineering design. Brendan performed hydrologic and hydraulic modeling, assisted in alternatives development, and preparing construction cost estimates and final engineering plans.

Tri-State Tollway (I-294) Widening and Rehabilitation, Illinois Tollway, Schiller Park, Illinois (Design Engineer)\*

Design Engineer providing Phase II design engineering services for the widening and rehabilitation of nearly two miles of I-294 from the new Elgin-O'Hare/Western Access system interchange to the O'Hare Oasis. Stormwater design included detention for the additional fifth travel lane in each direction, floodplain modeling and compensatory storage for Silver Creek crossing I-294 and roadway design to avoid impacts to regulatory floodway along each of the oasis ramps. Brendan was responsible for storm sewer design and detention modeling, stormwater calculations and preparation of construction and maintenance of drainage plans.

2015-2018 Ancillary Sewer Program, City of Chicago Department of Water, Chicago, Illinois (Design Engineer)\*

Construction Inspector for a sewer improvement program divided into three sections; each with its own contractor and contract documents.

\* denotes projects completed with other firms

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As a senior project manager with more than 20 years of experience, Jason has worked on all types of municipal infrastructure and highway projects throughout Kentucky. He has specialized experience in roadway and pavement design, utility relocation design, and traffic engineering. He brings his roadway expertise and experience to our wastewater conveyance design team. Jason is well-versed in LFUCG's and KYTC's technical design requirements and was the design engineer for the UK Trunk B RMP project completed as part of the Newtown Pike Extension roadway improvements.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **REGISTRATIONS**

Professional Engineer #22536, Kentucky

### **PROJECT EXPERIENCE**

#### **US 68 (Harrodsburg Road) Widening, Lexington, Kentucky**

Project Engineer responsible for design of a double crossover diamond interchange (DCD-first in Kentucky) for the widening of Harrodsburg Road at the New Circle interchange. The existing roadway had two through lanes and single left turn lanes. The project was physically constrained by the existing right-of-way at the New Circle Road bridge. Shared use paths have been incorporated in the final design to accommodate pedestrian and bicycle traffic.

#### **KY 32 Reconstruction, Rowan County, Kentucky**

Project Engineer leading the design of the Phase I assisted with the initial design and layout of alternatives which included utility avoidance, right-of-way impacts, maintenance of traffic, and public involvement. To minimize right-of-way impacts within the project area, a three-lane urban section is being designed but transitions to a three-lane rural section where business and residential entrances are spaced out and the terrain is better suited for a rural section.

#### **UK Trunk B (RMP Project) - Newtown Pike Extension, Fayette County, Kentucky**

Project engineer responsible for Phase II design of a new route from Main Street to Versailles Road, a length of 1.42 miles. The proposed typical is an urban template with raised median, curb and gutter, and sidewalks. The purpose of this project is to extend Newtown Pike, improve traffic flow in the central business district areas, and to provide improved connectivity from the University of Kentucky's central campus to the interstate system. The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts.

#### **US 31E Reconstruction Priority Section / Phase II Design, Nelson County, Kentucky**

Project Engineer responsible for the relocation/reconstruction of approximately 2.6 miles of existing rural two-lane highway to a two-lane initial/four lane ultimate facility from KY 509 to just south of Whitesides Drive. This project was designated as the "Priority Section" of the 14.6-mile corridor due to two high accident locations along this portion of the corridor. Duties for this project included management and preparation of construction plans, right-of-way plans and maintenance of traffic.

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John is a Water Resources Engineer-in-Training with project experience in municipal water infrastructure design, stormwater modeling and management, coal ash byproduct storage and FEMA Flood Insurance Studies. He is assisting Stantec in performing hydraulic modeling of LFUCG's RMP projects to verify they are designed and constructed to meet adequate capacity verification requirements. John has experience utilizing software applications including PCSWMM, AutoCAD Civil 3D, and geographic information systems (GIS) to aid in engineering design and analysis.

## **EDUCATION**

MBA, University of Kentucky

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Engineer-In-Training #15204, Kentucky

## **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

Sanitary Sewer Capacity Assurance Program, Lexington, Kentucky

Project Engineer responsible for calibrating the Lexington-Fayette Urban County Government's city-wide sanitary sewer model. Responsibilities includes updating the future-conditions model to incorporate planned improvements to the sanitary sewer system and calibrating the models to observed flow meter data in the Town Branch, West Hickman, and North Elkhorn sewersheds.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Rest Area Booster Station, Scott County, Kentucky

Responsible for assisting with the development of the plans and specifications for the demolition of an existing booster station. Project also included construction of a replacement booster station and new water mains in order to provide greater resiliency and flexibility in the system. This improves service to local industry and mitigates the impact of maintenance and potential emergency situations.

Interstate-75 Water Main Improvements, Scott County, Kentucky

Project Engineer responsible for assisting with the development of the plans and specifications for the installation of approximately 10,800 linear feet of water main in Scott County, Kentucky to improve service to local industry.

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Adam is a Civil Engineer in Training that has design and project experience in various civil/water resources related projects including municipal infrastructure, stormwater analysis, flow monitoring, floodplain studies, hydrologic modeling, and large excavations. He also brings in over two years of outside remediation experience, including soil and groundwater treatment, site supervision, and client communication.

## **EDUCATION**

Biosystems Engineering, University of Kentucky

## **CERTIFICATIONS & TRAINING**

Engineer in Training, Kentucky

## **PROJECT EXPERIENCE**

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Engineer responsible for assisting in the development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Floyd Drive Rehabilitation (RMP Project), Lexington, Kentucky

Project Engineer responsible for data collection and maintenance of micromonitors installed in LFUCG's wastewater system to isolate inflow and infiltration (I&I). Removal of I&I in the Floyd Drive area is identified in LFUCG's RMP. To date, LFUCG's rehabilitation efforts in the area have not achieved the wet weather flow reduction target needed to certify adequate capacity in the downstream trunk sewer.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

City of Covington Remediation Project for the Bill Cappell Sports Complex, Kenton County, Kentucky

Assisted in the analyzation of the City of Covington Landfill within Civil 3D to measure physical features and prepare opinions of probable construction costs. Quantified existing surfaces, utilities, and geographic components.

## References



Based on their level of professionalism and technical abilities, I would recommend them to any other agency...

—John Loechle, Louisville and Jefferson County MSD

We take great pride in providing value and a high level of service to our clients. **But don't take our word for it!** We encourage you to contact our clients directly for a first-hand account of our performance and quality of work. Following are four client references who can speak to our work on several wastewater conveyance projects identified in the Past Performance/Experience section of this submittal.

### Lexington-Fayette Urban County Government (LFUCG)

**Charles Martin, PE**, Director – Division of Water Quality  
(859) 425-2455  
[chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)

- Remedial Measures Plan (initial plan development)
- Manchester / RJ Corman Sanitary Trunk Sewer Replacement
- Annual Sanitary Sewer Record Drawings (2015 – 2018)
- Elkhorn Park Sanitary Trunk Sewer Replacement
- Newtown Pike Extension (Sanitary Sewer Replacement)
- New Circle A & B Sanitary Trunk Sewer Replacement

### Hardin County Water District No. 1 (HCWD1)

**Daniel Clifford**, Engineering Manager  
(270) 351-3222 (ext. 216)  
[dclifford@hcwd.com](mailto:dclifford@hcwd.com)

- Fort Knox Storm and Wastewater Improvements

### City of Chattanooga, Tennessee

**Eric Brooks, PE**, Engineering Manager – Waste Resources Division  
(423) 643-7492  
[ebrooks@chattanooga.gov](mailto:ebrooks@chattanooga.gov)

- Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve

### Kentucky American Water Company

**Adam Tilley, PE**, Project Manager Engineer  
(859) 335-3416  
[Adam.tilley@amwater.com](mailto:Adam.tilley@amwater.com)

- Owenton Sanitary Sewer Replacement Design
- Various Planning and Design Engineering Services (potable water)

# Hourly Rates

We have summarized hourly rates in the table below for all the local staff we anticipate will provide services on this contract. The names in **bold** are individuals listed in the organizational chart in the Local Resources/ Capacity of the Firm section. We will provide a complete listing of employee names, hourly rates and job titles for our 300+ local professionals upon request.

JOB TITLE	HOURLY RATE	EMPLOYEES/FIRMS	
Project Manager	\$200.00	<b>Joe Herman</b>	
QA/QC Reviewer	\$180.00	<b>Bret Lavey</b>	
Technical Lead	\$160.00	<b>Jason Maxwell</b>	
Senior Engineer	\$160.00	<b>Adam Crace</b> <b>Jason Bricker</b> Erman Caudill	Vince Severance Kip Anderson Luis Arduz
Senior Project Engineer	\$140.00	<b>Robert Hatton</b> Michelle Meehan Clayton Pennington	Matthew Armstrong Ben Halada Erin Mattmiller
Project Engineer (PE)	\$125.00	<b>Brendan O' Bryan</b> Anthony McGrath	Rachel Adams Cyrus Garner
Design Engineer (EIT)	\$115.00	<b>John Magner</b> <b>Adam Garner</b> Brenton Newswanger	Stephanie Kinler Charla Barnes Richard Shook
Project Control Specialist	\$130.00	<b>Chad Pruitt</b> Richard Hake David Baker	Edwin Fuerstein Robert Bebout Shajahan Mondai
CAD Technician	\$110.00	PJ Bond Adam Clinkenbeard Tracy Johnson	Renee Flynn Ben Shelton Brian Sams
GIS	\$105.00	Chase Clark Patrick Creager	Tara Maynard Daniel Eaton
Arborist	\$80.00	<b>Dave Leonard Tree Services</b>	
Registered Surveyor (PLS)	\$115.00	<b>Steve Green (CDP)</b> <b>Reda Smith (CDP)</b>	Rich Newton (Vision)
2-Man Survey Crew	\$140.00	<b>CDP Engineers</b>	<b>Vision Engineering</b>
Clerical	\$80.00	Nicole Miller	Rita Sartori
RPR Representative	\$55.00	Odus Baker (Vision) Tom Lambdin (Vision) Clay Tuckett (Vision)	Taylor Tatliff (Vision) Josh Cheney (Vision) Paul Tucker (Vision)

## 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.*

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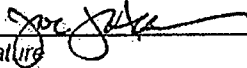
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.

Employee Data Report US - Employee Data 2014 Effective as of Date : '17-SEP-2019' Date of Report: 17-SEP-19 10:09:02 AM

U.S. EEOC Category	Black or African American Male		Hispanic or Latino Male		Asian Male / Female		Two or More Races Male / Female		White Male / Female		NULL Male / Female		Grand Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	7	1	0	0	0	8
First/Mid Level Officials and Managers	0	0	0	0	0	0	0	1	0	0	0	0	1
Professionals	2	6	3	1	2	108	23	1	1	147			147
Technicians	0	1	0	1	0	27	8	0	0	37			37
Administrative Support Workers	0	0	0	0	0	4	12	0	0	16			16
Craft Workers	0	0	0	0	0	2	0	0	0	2			2
Operatives	0	0	0	0	0	2	0	0	0	2			2
Laborers and Helpers	0	0	0	0	0	10	0	0	0	10			10
<b>Grand Total</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>161</b>	<b>44</b>	<b>1</b>	<b>1</b>	<b>223</b>			<b>223</b>

Prepared by: Stantec's Information Management personnel Date: 9 / 17 / 2019

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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: Stantec Consulting Services Inc.

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

Contact Name: Joseph J. Herman Title: Principal

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

Email address: joe.herman@stantec.com



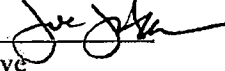
**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #** RFP# 38-2019

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. <b>Vision Engineering, LLC</b> 128 East Reynolds Rd., Ste 150 Lexington, KY 40517 Jihad Hallany jhallany@visionengr.com 859-559-0516	DBE	Surveying & Easement Acquisition RPR Services	TBD	10% (anticipated)
2. <b>Leak Eliminators, LLC</b> 330 Lisle Industrial Ave. Lexington, KY 40511 Bruce Whitaker bruce@leakeliminators.com 502-352-3921	VBE	CCTV Inspection RPR Services	TBD	3% (anticipated)
3.				
4.				

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

Stantec Consulting Services Inc.  
Company

Joseph J. Herman   
Company Representative

9/27/2019  
Date

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

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

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

#### A. Termination for Cause

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

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


#### B. At Will Termination

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

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



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

  
\_\_\_\_\_  
Signature

9/27/2019  
\_\_\_\_\_  
Date

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Change requirement from:**

That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.

The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??



Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current revolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.



Pre-proposal sign in sheets are attached.

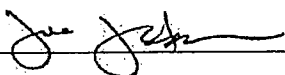


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.  
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.



On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and other key employees of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" *if* the company has yet to select



firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

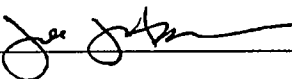


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_

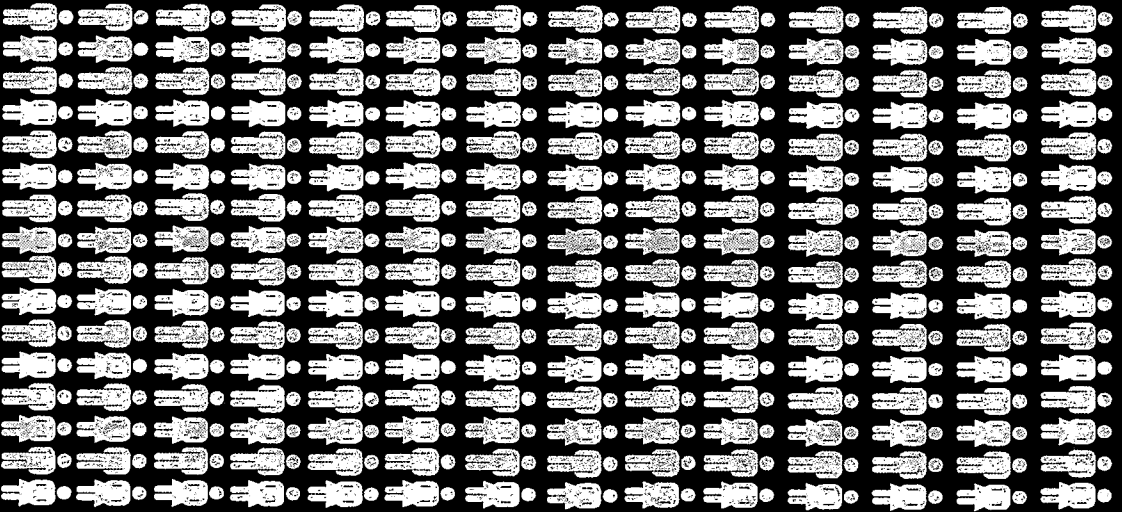


# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:

# 224



CDP ENGINEERS:

# 17



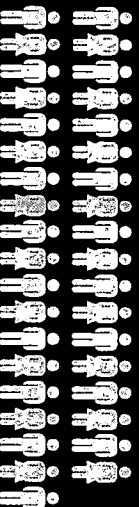
VISION ENGINEERING:

# 19



LEAK ELIMINATORS:

# 37



DAVE LEONARD TREE SPECIALISTS:

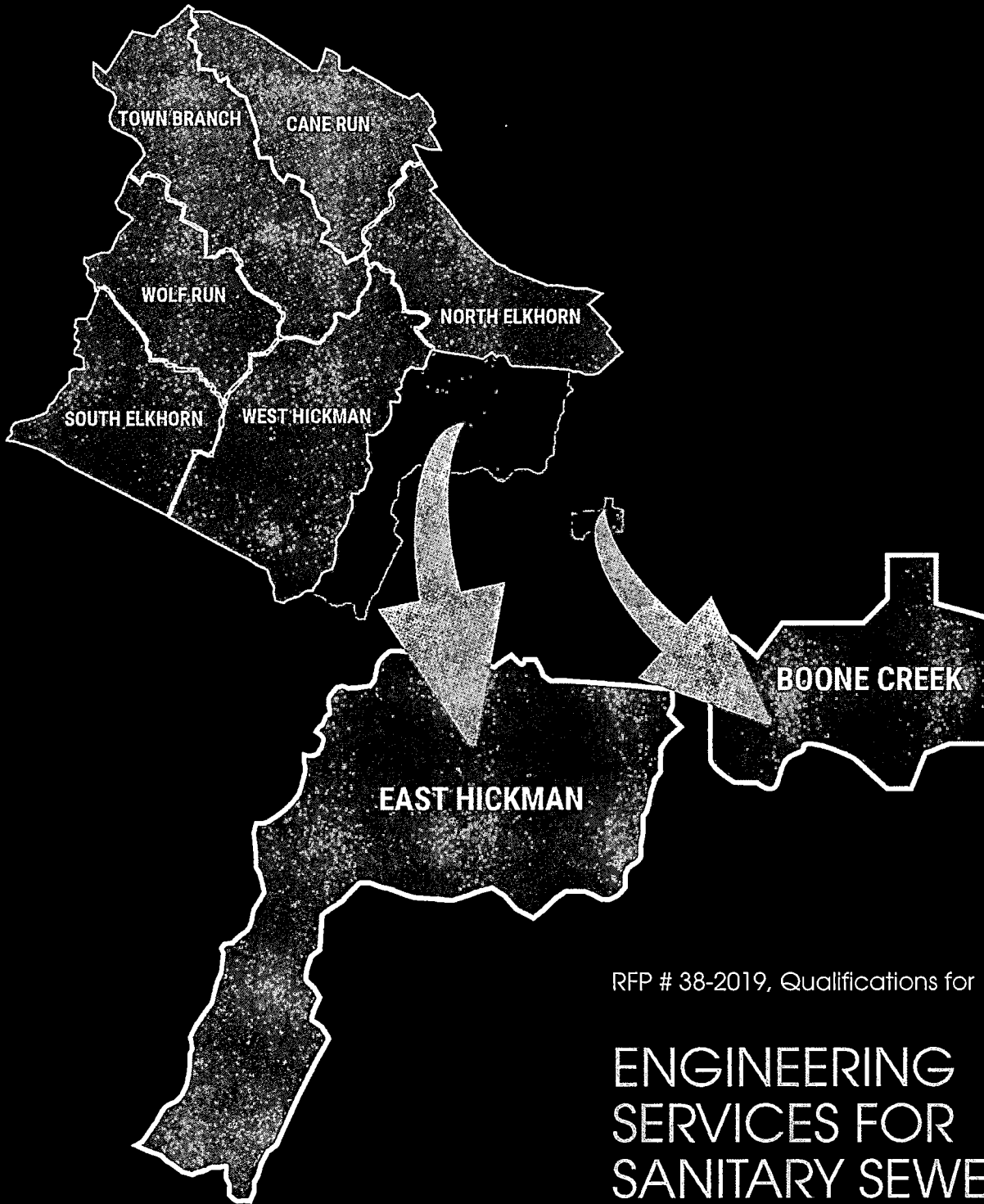
# 20







Design with  
community in mind



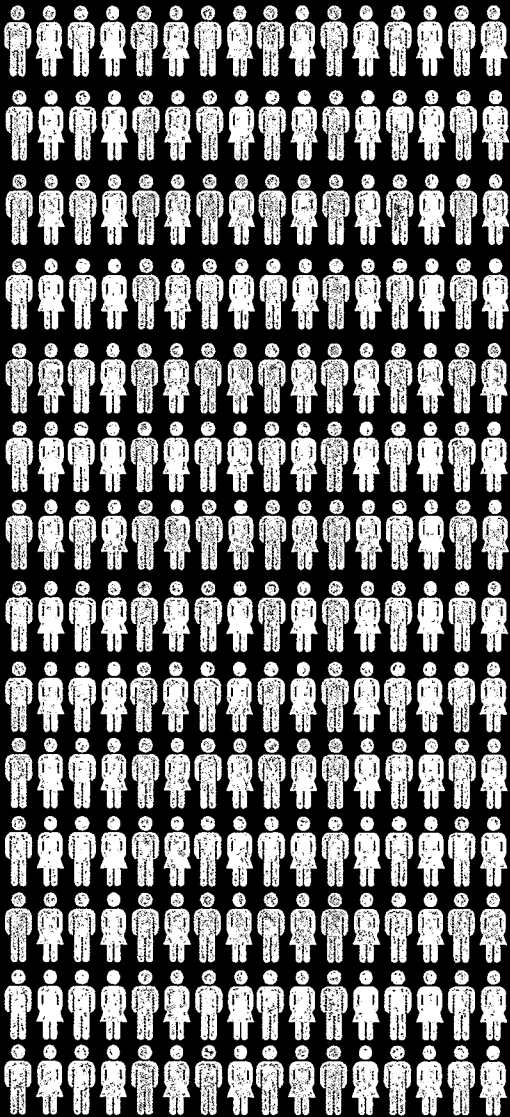
RFP # 38-2019, Qualifications for

**ENGINEERING  
SERVICES FOR  
SANITARY SEWER  
WATERSHED DESIGN  
WATERSHED PROJECT TEAM 2**

# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:  
**224**



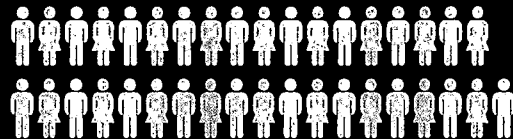
CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





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

September 27, 2019

**Attention: Todd Slatin – Purchasing Director**  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, Kentucky 40507

**Reference: RFP #38-2019 Qualifications for Engineering Services for Sanitary Sewer Watershed Design (Watershed Project Teams 1, 2, 3, & 4)**

Dear Mr. Slatin,

**Stantec Consulting Services Inc.** (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our team are **Vision Engineering, LLC** (Vision), **CDP Engineers, LLC** (CDP), **Leak Eliminators, LLC** (Leak), and **Dave Leonard Tree Specialists** (DLTS). Vision is a certified minority-owned business enterprise (WBE) and Leak is a Veteran-Owned Business Enterprise (VBE) with LFUCG. The Stantec team we are proposing for this contract is 100% local.

We will execute work on your project from our **Lexington office**. We have a local staff of more than 200 professionals, and we will provide all of the required skills/expertise needed to design your wastewater conveyance projects from this location.

To assist in your review, our proposal is organized to match the selection criteria identified in your RFP, and we have separated each section with tabs as required. The last section contains our required procurement forms and addendum acknowledgements.

The Stantec team offers LFUCG a number of distinct advantages:

- **A project manager you know with a proven track record on your Consent Decree projects.** Joe Herman will be your project manager on this contract. He successfully led your Sanitary Sewer Assessments (SSAs) and Capacity Assurance Program (CAP) and assisted in the development of your Remedial Measures Plan (RMP). Collectively, he has a perfect track record of meeting your regulatory deadlines!
- **A deep bench.** Our team has the capacity to fully execute the design of all your Watershed RMP projects from our local offices. The info-graphic on the inside cover of this proposal illustrates our local bench strength.
- **The right resources at the right location.** Wastewater conveyance design projects are rarely limited to just sanitary pipes and manholes. Stantec also offers full-service roadway design, traffic engineering, utility relocation design, permitting, geotechnical engineering, laboratory testing and drilling services from our local office. Additionally, our team members provide field surveying, easement preparation, hydro-excavation, arborist, and RPR services from their local offices.

- **An unparalleled knowledge of your RMP and the specific design challenges in each Sewershed.** We've been your trusted partner since Day 1 – from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs. We understand the challenges and performance objectives required for each project, and the lessons learned from completed RMP projects.
- **A team designed with schedule in mind.** We've built redundancy on our team in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays. We have also assigned a Project Controls Specialist to assist in proactively managing critical path items and promote early identification of schedule slippages to improve the success rate of potential corrective action plans.
- **Demonstrated fiscal responsibility your Consent Decree programs.** We completed the first five years of your System Capacity Assurance Program approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under budget and we routinely completed our RMP assignments below the budgets established by the Prime Consultant.
- **Personal commitment.** We take pride in our partnership with LFUCG and DWQ over the past three decades. The members of our team live in this community, and we all have a personal stake in your Remedial Measures Program's success.

If you have any questions regarding our submission, or would like to discuss our qualifications further, please do not hesitate to contact me.

Stantec Consulting Services Inc.



Joe Herman, PE  
Principal  
Office: 859 422 3043  
Cell: 859 806-9282  
Joe.Herman@stantec.com

# Table of Contents

<b>01</b>	Firm Qualifications	<b>21</b>	References
<b>04</b>	Past Performance/ Experience	<b>22</b>	Hourly Rates
<b>14</b>	Knowledge of LFUCG	<b>23</b>	Required Documents
<b>19</b>	Local Resources/Capacity of the Firm		

# Firm Qualifications



Stantec is the **largest** civil engineering consulting firm in Lexington

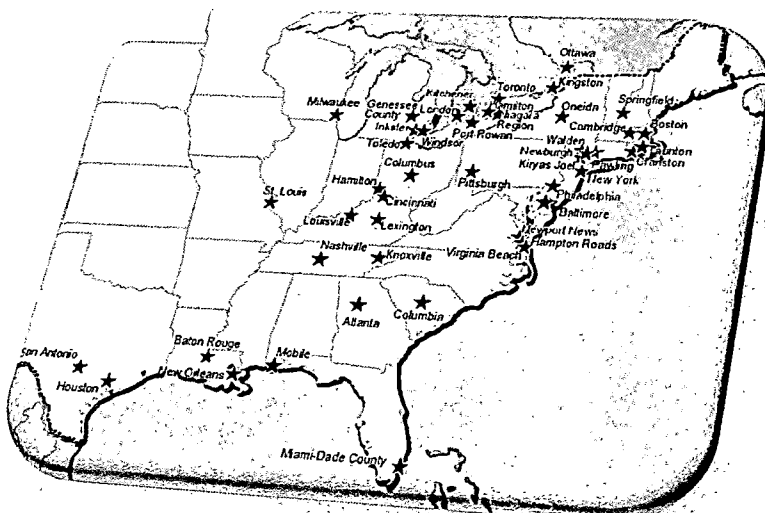
## About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record of providing quality wastewater, stormwater, and transportation services to LFUCG for more than 30 years.



Globally, we unite more than 22,000 employees in more than 400 locations across six continents. **Locally, we are the largest civil engineering consulting firm in Lexington, housing more than 200 professionals at 3052 Beaumont Centre Circle.** Stantec is also the largest civil engineering consulting firm in the Commonwealth of Kentucky, with a combined staff of 300+ in Lexington and Louisville.

Our Lexington-based professionals have positive working relationships with Division of Water Quality staff, and we have a solid understanding of your project expectations. Many of our recent LFUCG assignments have been Consent Decree-mandated projects, including Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and work on your Capacity Assurance Program since 2012. Additionally, we were awarded LFUCG RMP design contracts for Sanitary Sewer Replacement, Sanitary Sewer Rehabilitation, Wastewater Wet Weather Storage Facilities, and Stormwater.



Our municipal clients recognize our ability to assist them with their toughest challenges. Many of our clients are under a federal Consent Decree or other regulatory wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost effectiveness. **Stantec is one of those consultants.** The map graphic highlights clients who trust us to meet their wet weather enforcement challenges.

# Stantec Rankings

**#2**

**Top 20 Design  
Firms by Market –  
Sewer/Waste**

*ENR, July 2019*

**#2**

**Top 10 Midwest  
Design Firms by  
Market Sector –  
Kentucky**

*ENR, June 2019*

**#3**

**Top 50 Trenchless  
Engineering Firms**

*Trenchless  
Technology,  
December 2018*

A publicly owned corporation, Stantec trades on the TSX and the NYSE under the symbol STN. We do a significant amount of work each year for federal, state, and local governments. As a result, we have robust financial accounting processes and software to help us satisfy government reporting requirements and to support periodic audits.

We use a number of industry-accepted best management practices and technology tools to assist in project management, particularly with respect to schedule and budget adherence. These practices include the use of Earned Value Management tracking to monitor project costs, and project scheduling software to proactively manage progress toward key milestones. These controls give our clients confidence that we are proactively monitoring schedule and budget to make sure their projects/programs are completed in a timely and cost-effective manner.

*For more information about Stantec, visit [www.stantec.com](http://www.stantec.com).*

## Stantec Services

Among the services we provide are planning, engineering, landscape architecture, geotechnical, environmental sciences, interior design, architectural, information management, project management, construction management, and project economics. We offer from our local office the following services relative to your RFP:

- Pipeline engineering and design (wastewater, stormwater, and potable water)
- Roadway and bridge design
- Traffic control planning
- Geotechnical engineering
- Bidding services
- Construction administration/management
- Resident Project Representation (RPR)
- Geotechnical drilling and laboratory testing
- Computer Assisted Drafting (CAD)
- Geographic Information Systems (GIS)
- Project controls/Scheduling

The items identified in your RFP that we do not offer locally are field surveying, easement preparation, hydro-excavation and arborist services. They will be provided by other members of our team. **Stantec and our team members are all local, and 100% of the work under this contract will be staffed with local resources.**



## Our Team Members



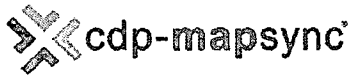
### Vision Engineering, LLC (Vision)

**Vision** is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington. Vision was established in 2003 and employs 19 professionals. Vision will be responsible for providing field surveying and RPR services on this contract. They have provided field surveying and resident project representative (RPR) services on previous RMP projects for LFUCG.



### Leak Eliminators, LLC (Leak)

**Leak** is a certified Veteran Owned Business Enterprise (VBE) located in Lexington near LFUCG's Town Branch Treatment Plant on Lisle Industrial Avenue. Leak has a long history of providing inspection and construction services on wastewater conveyance projects for LFUCG. As a result, they have a solid understanding of LFUCG's construction quality requirements, as well as positive working relationships with DWQ staff. Leak will provide as-needed closed-circuit television (CCTV) inspections, utility hydro-excavation, and RPR services.



### CDP Engineers, LLC (CDP)

**CDP** was established in 1989 and offers professional engineering, land surveying and geospatial services. They are headquartered in Lexington with an additional office in Louisville. CDP will provide additional field surveying capacity to make sure our team meets the aggressive RMP deadlines. CDP has a long history of providing land surveying services for wastewater and stormwater conveyance projects in Lexington and the surrounding area. CDP is also an industry leader in the application of new technologies such as UAVs and LIDAR scanning. They also have extensive experience with high precision GNSS (GPS) surveys.



### Dave Leonard Tree Specialists (DLTS)

**DLTS** is located on Old Frankfort Road in Versailles. They offer four full-time arborists and a 40+ year history of providing arboriculture services in Lexington and the surrounding counties. DLTS will provide the arborist services outlined in your RFP. They have provided identical services on numerous other RMP wastewater conveyance projects for LFUCG, and they are very familiar with your technical requirements.

## Past Performance/Experience



Stantec has a **perfect record** of completing your Consent Decree projects on time and within (often under) budget.

### Past Performance on your Consent Decree

Stantec has a 30+ year track record of successfully completing LFUCG projects on time and within/under budget. Many of these projects have been Consent Decree projects. Highlights of our performance on your Consent Decree projects includes:

- A perfect record of meeting Consent Decree deadlines on all of our projects.
- Successfully implemented an aggressive Corrective Action Plan under the Group 2 & 3 Sanitary Sewer Assessment (SSA) after LFUCG terminated their primary field investigation contractor.
- Completed the Group 1 SSA approximately \$114,000 under the assigned budget.
- Completing all tasks, for which we were responsible, during development of LFUCG Remedial Measures Plan under the assigned budget.
- As your Capacity Assurance Program Manager, we have completed all task orders issued since 2012 at or under budget and finished the first 5-year contract approximately \$330,000 (20%) under budget.
- Completed all task orders as your CMOM Program Management Consultant at or under budget.

### Wastewater Conveyance Experience

We've summarized our experience providing wastewater conveyance design and construction services for LFUCG and other municipal/utility clients in the list on the following page. At least one person in our organizational chart has played a key role in each of these projects.



After submitting our first fee proposal on your RMP Dig and Replace Pipelines contract, **we were awarded** the New Circle Road A&B Trunk Sewer Replacement.

Stantec was awarded one of LFUCG's RMP Design Contracts for Dig and Replace Pipelines (Contract 2) in 2012. We were given our first opportunity to submit a fee proposal on that contract in the summer of 2019, and we were awarded the design of the New Circle Road A & B Trunk Sewer Replacement.

### **RMP Wastewater Conveyance Projects for LFUCG**

- New Circle Road A & B Trunk Sewer Replacement
- UK Trunk B (Newtown Pike Extension)
- West Hickman Trunk B (Vision Engineering)
- West Hickman Trunk C (Vision Engineering)
- West Hickman Trunk D (Vision Engineering)
- Landsdowne South Trunk (Vision Engineering)
- Idle Hour Trunk Sewer (Vision Engineering)
- Sharon Village Pump Station and Gravity Sewer (Vision Engineering)
- Woodhill Trunk Sewer (Vision Engineering)

### **Non-RMP Wastewater Conveyance Projects for LFUCG**

- Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements
- Record Drawings for 2015 Sanitary Sewer Improvements
- Record Drawings for 2016 Sanitary Sewer Improvements
- Record Drawings for 2017 Sanitary Sewer Improvements
- Record Drawings for 2018 Sanitary Sewer Improvements
- Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement
- Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements

### **Non-LFUCG Wastewater Conveyance Projects within last 5 years**

- Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2, (City of Chattanooga, TN)
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve, (City of Chattanooga, TN)
- Owenton Sanitary Sewer Replacement, (Kentucky American Water Company)
- Shelby Park Area 3 Collection System Rehabilitation Design, (Nashville Metro)
- Bold Face Creek (CSO 419) Sewer Separation, (Metropolitan Sewer District of Greater Cincinnati)
- Fort Knox Storm and Wastewater Improvements, (Hardin County Water District No. 1)
- Camp Taylor Wastewater Sewer Replacements, (Louisville and Jefferson County Metropolitan Sewer District)

*The remaining pages of this section provide additional details for some of the relevant project experience featured in the table.*



We've also completed over 250 model requests in support of RMP design efforts and assisted in the initial formulation of the RMP projects.

## Manchester Street and RJ Corman Trunk Sewer Replacements

### ■ LFUCG, Lexington, Kentucky

Stantec is assisting LFUCG with the replacement of two existing wastewater trunk sewers in the Town Branch Sewershed. The first trunk sewer replacement is approximately 1,500 linear feet (24-inch diameter) extending along Manchester Street between Oliver Lewis Way and the railroad and creek crossing near Pyramid Park. The second trunk sewer replacement is located along the RJ Corman railroad, extending approximately 2,300 linear feet (21-inch diameter) from West 3rd Street to the RJ Corman/CSX railroad property south of Main Street.



While not included in LFUCG's RMP, this project was designed in accordance with **RMP technical requirements.**

Both trunk sewer replacements are not identified in LFUCG's Remedial Measures Plan, but they were designed in accordance with RMP technical requirements. The trunk sewers had to be replaced due to structural integrity issues. Although they were originally envisioned to be constructed as one project, they have subsequently been divided into two separate design and construction packages to better align with LFUCG's annual capital improvement program budgeting.

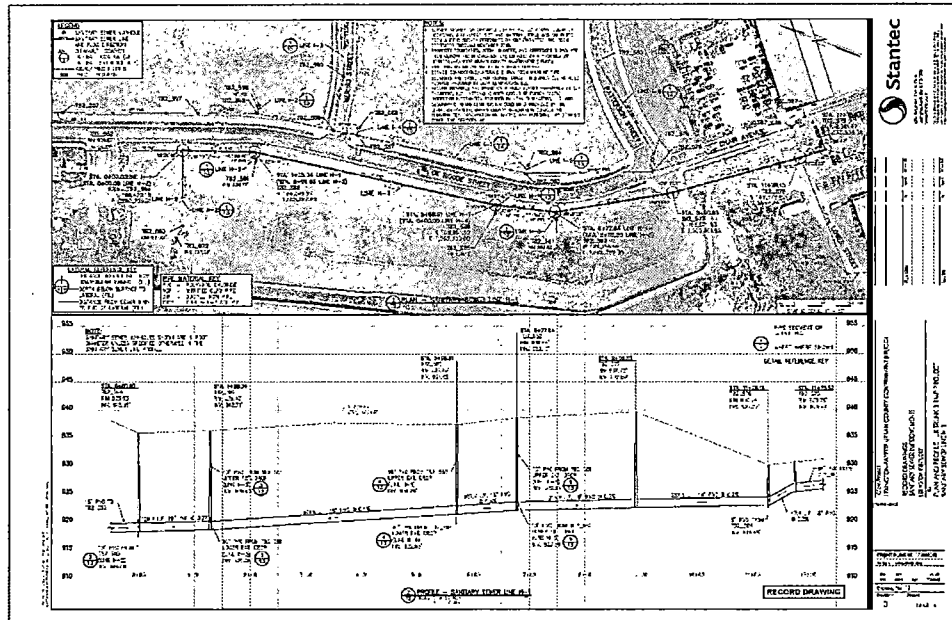
Design of the Manchester trunk sewer is complete and was recently bid. Located in the Distillery District, design required careful consideration of construction sequencing to minimize economic disruption to local businesses. A portion of the sewer is deep (more than 20 feet) and required design to accommodate the additional overburden loading. Manchester Street is also a state-owned roadway and design was developed to accommodate Kentucky Transportation Cabinet permit requirements, including a detailed traffic control plan.

Design of the RJ Corman trunk sewer replacement is anticipated to be completed by December 31, 2019. During preliminary design, we evaluated a proposed tunneling bore alternative for the portion of the sewer that crossed Main Street. Much of the existing sewer is located on the railroad property and required close coordination with RJ Corman/CSX. The preferred design alternative included re-alignment of the existing sewer to maximize the potential developable area of the affected properties, and to reduce the number of sewer crossings under the railroad.

For both projects, our scope included: preliminary design, geotechnical investigation, easement acquisition, permitting, preparing an opinion of probable capital cost, utility coordination, bidding assistance, construction administration support, and conducting record survey and preparing record drawings.

## UK Trunk B (Newtown Pike Extension)

■ LFUCG/Kentucky Transportation Cabinet, Lexington, Kentucky



Stantec designed the UK Trunk B RMP project as part of roadway improvements for the KYTC and LFUCG's Division of Engineering.

Working under a project administered by LFUCG Division of Engineering for Kentucky Transportation Cabinet (KYTC), we were responsible for the design of approximately 0.5 miles of new 4-lane roadway in the Davis Bottoms area between High Street and Patterson Street near DeRoode Avenue. As part of the roadway improvements, we were responsible for design of the relocation/replacement of the existing sanitary, storm, water, electricity, cable, and telephone infrastructure.

As part of the roadway improvements, we designed the relocation and replacement of the two existing parallel sanitary trunk sewers (18-inch and 27-inch diameter) and side connection sewers (10-inch diameter), totaling approximately 3,800 linear feet. The trunk sewer replacements constitute the UK Trunk B project identified in LFUCG's Remedial Measures Plan.

As part of the roadway improvements, we replaced approximately 270 linear feet of existing 36-inch wastewater trunk sewer along the RJ Corman property, and approximately 760 linear feet of 36-inch wastewater trunk sewer along Manchester Street. These sewer replacements were outside of the trunk sewer replacements that Stantec is performing for LFUCG's Division of Water in 2019.

Stantec's scope on this work included: preliminary design, geotechnical investigation, detailed design, geotechnical investigation, easement support, permitting, utility coordination, preparing an opinion of probable capital cost, bidding assistance, and construction administration services. (Record drawings for the sanitary sewer replacements completed in conjunction with the roadway improvements were completed by Stantec under the Record Drawings for 2018 Sanitary Sewer Improvements project.)

## Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement

■ LFUCG, Lexington, Kentucky

The Elkhorn Park and Radcliffe neighborhoods experienced chronic sanitary sewer overflows and basement backups during moderate and heavy rainfalls. While the existing sanitary sewer system in this area is separated from the stormwater system, peak flow during wet weather often exceeded the average dry weather flow by a factor of 20.

We designed a replacement of the existing trunk sewer to restore hydraulic capacity through increases in the sewer diameter and grade improvements on shallowly sloped pipe segments. We developed design drawings and construction documents to replace approximately 3,500 linear feet of 18-inch and 24-inch gravity wastewater sewer. The new sewer generally followed the existing alignment, but it capitalized on several realignment opportunities to improve sewer hydraulics, reduce construction costs, and minimize disruption to the neighborhood.

In addition to the detailed design, we were responsible for preliminary design, hydraulic modeling, utility coordination, public meetings with residents and the Urban County Government Council, geotechnical investigation, utility coordination, permitting, development of an opinion of probable construction cost, technical support during construction (shop drawing review, responding to RFIs, etc.), and preparation of record drawings.



Stantec capitalized on realignment opportunities in the design of the Elkhorn Park trunk sewer replacement to reduce construction costs and minimize disruption to residents in this mature neighborhood.

## Record Drawings for 2015 – 2018 Sanitary Sewer Improvements

■ LFUCG, Lexington, Kentucky

As part of their ongoing Inflow and Infiltration Reduction Program, LFUCG completes various sanitary sewer rehabilitation and replacements each year. Work is performed by LFUCG's Unit Price Contractor and generally includes pipe replacements and/or realignments, installation of cured in place pipe (CIPP) liner, manhole repair/replacement, and pipe point repairs. Starting in 2015, Stantec was retained to prepare record drawings for sewer improvements completed each year. We are responsible for: performing a record survey on completed improvements; reviewing post-construction closed circuit television (CCTV) inspection video, construction inspection notes, contractor mark-ups; and

developing record drawings based on the collected information. Record drawings are prepared in accordance with LFUCG's technical requirements. The following table summarizes our work by year.

Year	Total Number of Pipe Segments	Total Length (LF)
2015	31	4,700
2016	49	8,000
2017	15	2,600
2018	61	9,700

### **Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2**

#### ■ City of Chattanooga, Tennessee

Stantec assisted the City with the design, bidding and construction administration for the replacement/rehabilitation of approximately 5,500 linear feet of gravity trunk sewer ranging from 12 to 18 inches in diameter. The project is part of the City's federal Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Originally anticipated to be abandoned in lieu of a new pump station, we evaluated the existing sewer's condition and demonstrated that improvements to the existing trunk sewer would yield a more cost-effective, longer-term solution. Design of sewer improvements



Close proximity of the City's trunk sewer to the Tennessee River and South Chickamauga Creek presented significant constructability challenges to address during the design effort.

included pipe replacement, installation of cured in place pipe (CIPP) liner, installation of water-tight manhole covers, and manhole rehabilitation with polymer resin-based liner.

Located in the floodplain overbank area for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Along most of its length, the existing sewer is within 50 feet of the water's edge, and in some areas less than 20 feet. The ground along the existing sewer was very soft, limiting heavy vehicle access to the area to construct sewer improvements. The entire project area was also heavily vegetated and subject to frequent inundation. To combat the adverse site conditions and meet environmental permitting requirements, design documents mandated that a timber mat access road be constructed to facilitate construction of sewer improvements. Contractor storage areas were also required to be outside of the 100-year floodplain, and limited access areas were identified to minimize tree removal and loss of vegetation in the water quality stream buffer area.

Our scope of work included field surveying, CCTV inspection of the existing trunk sewer, preliminary design, easement services, environmental assessment and permitting, utility coordination, archaeological and architectural survey, detailed design, opinion of probable construction cost, bidding support, resident project representation (RPR) services, construction administration, and preparation of record drawings.

## **Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve**

■ City of Chattanooga, Tennessee



Stantec has a master service agreement with the City to provide design, bidding, and construction administration services for wastewater conveyance projects. Projects under this contract are part of the City's federal Consent Decree, and require diligent adherence to fixed regulatory deadlines or the City will be subject to financial penalties. Based on our performance on our first assignment (Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2), we were asked to provide design, bidding, and construction services for a second wastewater conveyance project (Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve Road).

We are performing preliminary design to evaluate rehabilitation, replacement, and/or the addition of linear storage to restore hydraulic capacity of the existing trunk sewer along Hamill Road, and to eliminate frequent sanitary sewer overflows (SSOs) along Creekside Preserve Road.

Once the preliminary design is complete, we will prepare detailed design drawings, prepare an opinion of probable construction costs, coordinate with affected utility companies, provide bidding support, prepare permit applications, and provide construction administration and resident project representation (RPR) services.



## Shelby Park Area 3 Collection System Rehabilitation Design

■ Nashville Metro, Nashville, Tennessee

Stantec was one of 18 firms chosen by the Metropolitan Government of Nashville to assist with their Overflow Abatement Program (OAP). The OAP consists of preparing plans and specifications to address the rehabilitation of sanitary sewers within a large portion of the City, enhancing the conveyance of several large sewers, constructing large equalization facilities to attenuate peak flows at key locations within the collection system, and upgrading several of the City's pumping stations.



We designed wastewater gravity sewer rehabilitations/replacements to support Nashville Metro's Consent Decree-mandated capital improvement program.

We were charged with the design of capital sewer improvements for the Shelby

Park Area 3 drainage basin that serves approximately 800 homes in a well-established neighborhood. It required a design that minimized disturbance to existing fences, landscaping, and mature trees. The project had specific inflow and infiltration (I&I) removal targets to make sure that ongoing capital improvement projects in other areas of the sewer system would be adequately sized to eliminate sanitary sewer overflows and achieve compliance with the City's OAP.

The Shelby Park drainage basin contains approximately 260 manholes, 266 line segments consisting of 46,440 linear feet of 8-inch vitrified clay sanitary sewer, 440 linear feet of 10-inch vitrified clay sanitary sewer, and 2,020 linear feet of 15-inch concrete sanitary sewer.

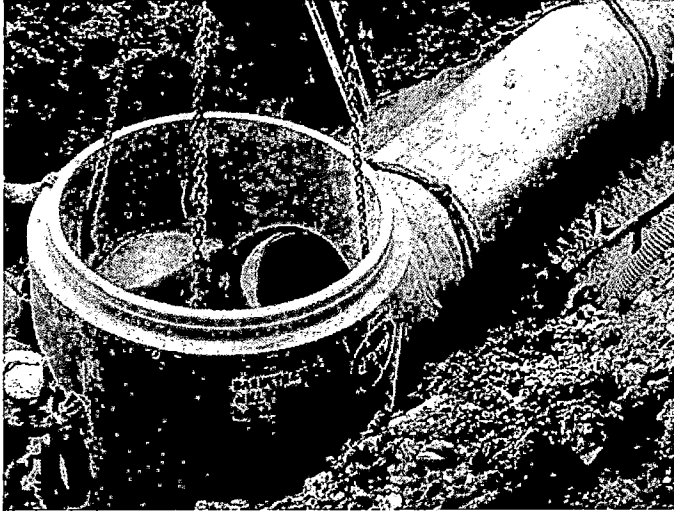
We prepared rehabilitation/replacement/repair design drawings for sewers, manholes and service laterals within Nashville Metro right-of-way and easements; identified, surveyed and designed sewers requiring replacement or point repairs; prepared documents for permits and easement acquisition; prepared erosion control, traffic control and restoration plans; prepared design documents for stormwater assets that may be impacted by sewer rehabilitation efforts; and provided technical assistance during bidding and construction.

The project was driven by federal Consent Decree and required strict adherence to established deadlines to maintain the City's good standing with the regulators, and to avoid stipulated penalties. We submitted all deliverables on time and completed our work within the assigned budget.

## Bold Face Creek (CSO 419) Sewer Separation

■ Metropolitan Sewerage District of Greater Cincinnati, Ohio

Stantec was retained by Cincinnati MSD for the planning, design, and implementation of green infrastructure and sewer separation to reduce the frequency and magnitude of combined sewer overflows as outlined in the community's revised EPA wet-weather Consent Decree.



We designed the replacement of approximately 25,000 linear feet of wastewater gravity sewer to support separation of combined sewers.

The Bold Face Creek watershed covers a four-square-mile urban area with historical Ohio riverfront, steep river bluff, and upland urban development areas. CSO 419, at the outlet of the basin, is one MSD's largest, discharging approximately 700 MG in a typical year.

We explored a wide range of potential solutions, including separating and daylighting of streams conveyed through historical combined sewers, construction of separate storm sewers, construction of bio-retention cells maximizing infiltration, disconnecting downspouts, treatment, and consideration of grey water equalization. Balancing environmental, social, and economic impacts, we determined the best combination of elements to satisfy MSD's goals, which included a reduction of annual overflow volumes by 85%, and emphasis on sustainability using a triple-bottom line approach.

Highlights of our recommended solution include separating 75% of the sewershed, using a combination of green and gray elements, and daylighting 2.9 miles of streams. We also recommended relocating the CSO 419 regulator and installing a gravity interceptor extension. When fully implemented, 18 miles of new storm sewer will be constructed, 2,800 downspouts will be disconnected from the combined sewer, and CSOs 420 and 421 will be eliminated at an estimated construction cost of \$11M.

We have completed design of Phase 1 of the recommended solution. Phase 1 included replacement/relocation of approximately 25,000 linear feet of gravity sewer ranging in diameter from 12 inches to 60 inches. The design also included relocating the CSO regulator structure.

## Camp Taylor Wastewater Sewer Replacements Design

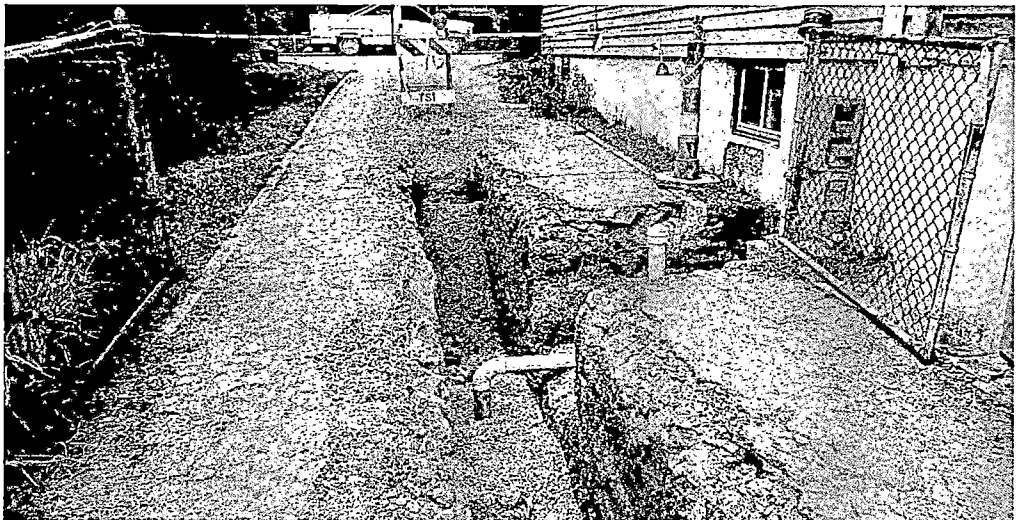
■ Louisville and Jefferson County Metropolitan Sewer District, Louisville, Kentucky

The Camp Taylor neighborhood was hastily constructed at the onset of World War I as troop barracks and was converted to private residential housing after the war ended. Subsequent infill development occurred during the 1920's and much of the original infrastructure remains. A large portion of the sewer system was constructed without consideration for the infill development, and consequently many of the sewers in the area are poorly aligned with pipes located within/below residential basements. The age of the system and access issues had contributed to long-standing sanitary sewer overflow and maintenance issues.

Stantec was retained to perform a detailed condition assessment and develop rehabilitation/replacement recommendations. A sanitary sewer evaluation survey was performed on approximately 145,000 linear feet of gravity sanitary sewer ranging in diameter from 4 inches to 16 inches. Recommendations included relocating more than 40,000 linear feet of sewer to easements or public right-of-way, rehabilitating 28,000 linear feet of sewer; and disconnection of downspouts, catch basins and yard drains. Proposed improvements were estimated to reduce wet weather inflow/infiltration by approximately 1.5 million gallons per day.

We developed design drawings and construction documents for replacement of trunk sewers serving 375 homes. Due to the existing sewer's poor alignment, much of the new sewer needed to be realigned. For many homes, the sewer was relocated from the backyard to the street in front of the property, resulting in a design that included reconfiguring/replacing service laterals to connect properties to the relocated sewer.

In addition to providing detailed design, bidding and construction administration services, we coordinated with local utilities to address utility conflicts, prepared easement plats, inspected basements in most homes, performed hydro-excavation of utilities, and conducted a historic assessment study.



Relocation of Louisville MSD's sewer from the backyards to the street necessitated reconfiguration and replacement of private sewer laterals.

# Knowledge of LFUCG

## Experience Working with LFUCG and the Division of Water Quality



Our Project Manager was very involved in LFUCG's Trunk Sewer Studies, Sanitary Sewer Assessments, initial RMP development, RMP Design Contracts, and Capacity Assurance Program. **He brings a wealth of knowledge about your sewer system and Consent Decree objectives.**

Stantec has a 30+ year history working for LFUCG and the Division of Water Quality (and the former Division of Sanitary Sewers). Our Project Manager, Joe Herman, has been working on projects for LFUCG since 1997. He has been involved in your wastewater program from the Trunk Sewer Studies completed in the late 1990's/early 2000's (the precursor to your RMP), to the comprehensive Sanitary Sewer Assessments of your sewer system, to assisting in the development of your approved Remedial Measures Plan and implementation of your Capacity Assurance Program. Joe offers a wealth of institutional knowledge of your wastewater system and a unique perspective on the history of how it has led to today.

We purposefully assigned the individuals identified in our organizational chart (see Local Resources/Capacity of the Firm section) based on their specialized expertise, proven track record on your projects, and positive working relationships working with LFUCG and the Division of Water Quality (DWQ). The table on the following page summarizes our key individuals and their role in the LFUCG projects we listed in the Past Performance/Experience section of this submittal. Stantec was the prime consultant on all the wastewater conveyance projects listed.

Wastewater conveyance projects are rarely limited to just sanitary pipes and manholes. They generally involve pavement restoration, traffic control plans, stormwater and other utility relocation design, permitting, subsurface investigations and laboratory testing. They can also involve geotechnical engineering where sewers require deep excavations, involve karst geology or must be installed by trenchless methods. **Stantec has professionals in our Lexington office who can provide all these services, and we routinely do so for LFUCG.** As a result, we are very familiar with local and state design standards, regulatory permitting requirements, and the local geology.



We have a **positive working relationship with Hazen** through our involvement on the initial RMP development and in our role as LFUCG's Capacity Assurance Program Consultant.

We understand that your Remedial Measures Program Management Consultant (Hazen) plays an important role in ensuring that RMP projects adhere to LFUCG's design standards and are completed within Consent Decree-mandated deadlines. Stantec has a positive working relationship with your RMP PMC. In addition to partnering with Hazen on initial RMP development, we routinely work together at RMP pre-design meetings for the more complicated projects, and we regularly coordinate with them in our role as your Capacity Assurance Program Management Consultant.

<b>Wastewater Conveyance Projects for LFUCG</b>		<b>Key Individual/Role</b>	<b>LFUCG Contact</b>
<b>RMP</b>	New Circle Road A & B Trunk Sewer Replacement	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Bret Lavey – QA/QC Adam Garner – Project Engineer John Magner – Project Engineer Dave Leonard Tree Service – Arborist Leak Eliminators – Hydro-Excavation	Bob Peterson (DWQ)
	UK Trunk B (Newtown Pike Extension)	Jason Bricker – Lead Engineer Bret Lavey – Design & QA/QC	Andrew Grunwald (Division of Engineering)
<b>Non-RMP</b>	Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Adam Garner – Project Engineer John Magner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Record Drawings for Sanitary Sewer Improvements (2015 – 2018)	Joe Herman – Project Manager Jason Maxwell – Lead Engineer John Magner – Project Engineer Adam Garner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement	Joe Herman – Lead Engineer	Charles Martin (DWQ)
	Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements	Joe Herman – Lead Engineer	Charles Martin (DWQ)

### **Knowledge of Your RMP and Wastewater Conveyance System**

Stantec has an unmatched understanding and knowledge of Lexington's RMP and wastewater conveyance system.



- **We led your Sanitary Sewer Assessments (SSAs)**, the largest field investigation and condition assessment ever performed by LFUCG on their wastewater conveyance system. Trunk sewer condition information and inflow/infiltration contributions identified during the SSAs were utilized to assist in RMP project formulation. Information collected during the SSAs is also routinely used by DWQ to guide annual inflow and infiltration reduction efforts.
- **We were one of three primary team members responsible for the development of the approved Remedial Measures Plan.** In addition to leading project formulation in the North and South Elkhorn Watersheds, we assisted in vetting the triggers and performance criteria that governed RMP project formulation in all the watersheds.
- **We were awarded RMP Design Contracts** for Wet Weather Storage Facilities, Dig and Replace Pipelines, Stormwater, and Rehabilitation. We are familiar with your RMP design requirements and project expectations.
- **We developed and are responsible for the ongoing implementation of your Capacity Assurance Program (CAP).** In this role, Stantec is responsible for providing hydraulic modeling support for all RMP projects to verify adequate capacity can be certified. As a result, we have a comprehensive understanding of your RMP objectives, performance criteria, and schedule.



**We've been your trusted partner since Day 1** - from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs.



## Knowledge of the East Hickman and Boone Creek Sewersheds

The map on the following page highlights the completed and remaining RMP projects in the **East Hickman and Boone Creek Sewersheds**. Completed projects are shown for reference only—we understand that design and construction of those RMP projects is ongoing or completed. Projects marked as remaining will be designed by the Watershed Project Team 1 consultant.



Sewer systems are dynamic. New development increases sewage base flows. Pipes and manholes deteriorate over time, often resulting in increases in wet weather flow contributions. Sewer rehabilitation, flow diversions, and other wastewater capital improvements also can impact hydraulic capacity in the sewer system.

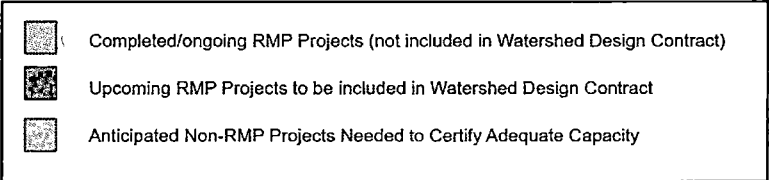
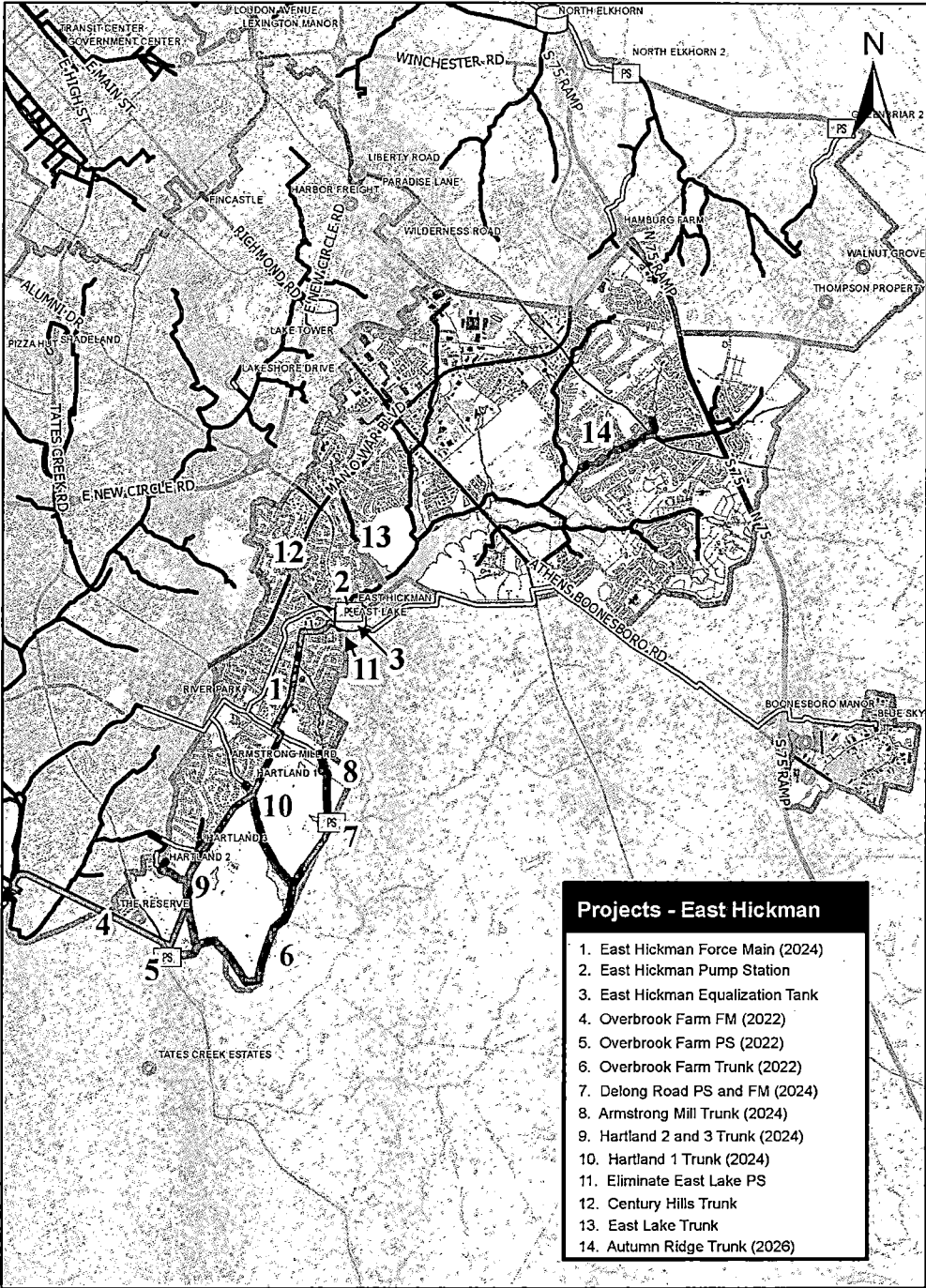
Our work on your SSAs, RMP and CAP has given us a familiarity and understanding of the specific wastewater system challenges in all of Lexington's major Sewersheds that is hard to match.

Wet weather flows in the wastewater conveyance system have increased in some areas since development of the RMP. The following map also illustrates those projects that are not in the approved RMP, but are anticipated to restore adequate capacity in Lexington's wastewater conveyance and transmission systems and eliminate SSOs. Stantec assisted LFUCG in identifying and preliminary sizing/evaluating the anticipated projects. DWQ is still vetting the anticipated projects and they should be considered provisional.

While not explicitly shown in the figure, some of the remaining RMP projects may no longer be necessary or may be reduced in size/scope. This is attributable to successes in removing inflow/infiltration from wastewater collection system rehabilitation efforts and further refinement/improvement of the hydraulic model to more closely emulate actual sewer behavior. Cancellation of these projects is subject to regulatory approval and LFUCG must demonstrate that adequate capacity has been restored such that the projects are no longer necessary.

With a continuously staffed office in Lexington since 1969, Stantec has completed hundreds of infrastructure projects in all seven of Lexington's major sewersheds (and Boone Creek). Additionally, our work on your SSAs, RMP and CAP has given us the opportunity to work in all of Fayette County's sewersheds and increased our knowledge/awareness of the specific wastewater conveyance system challenges in each.

# RMP Projects in the East Hickman and Boone Creek Sewersheds





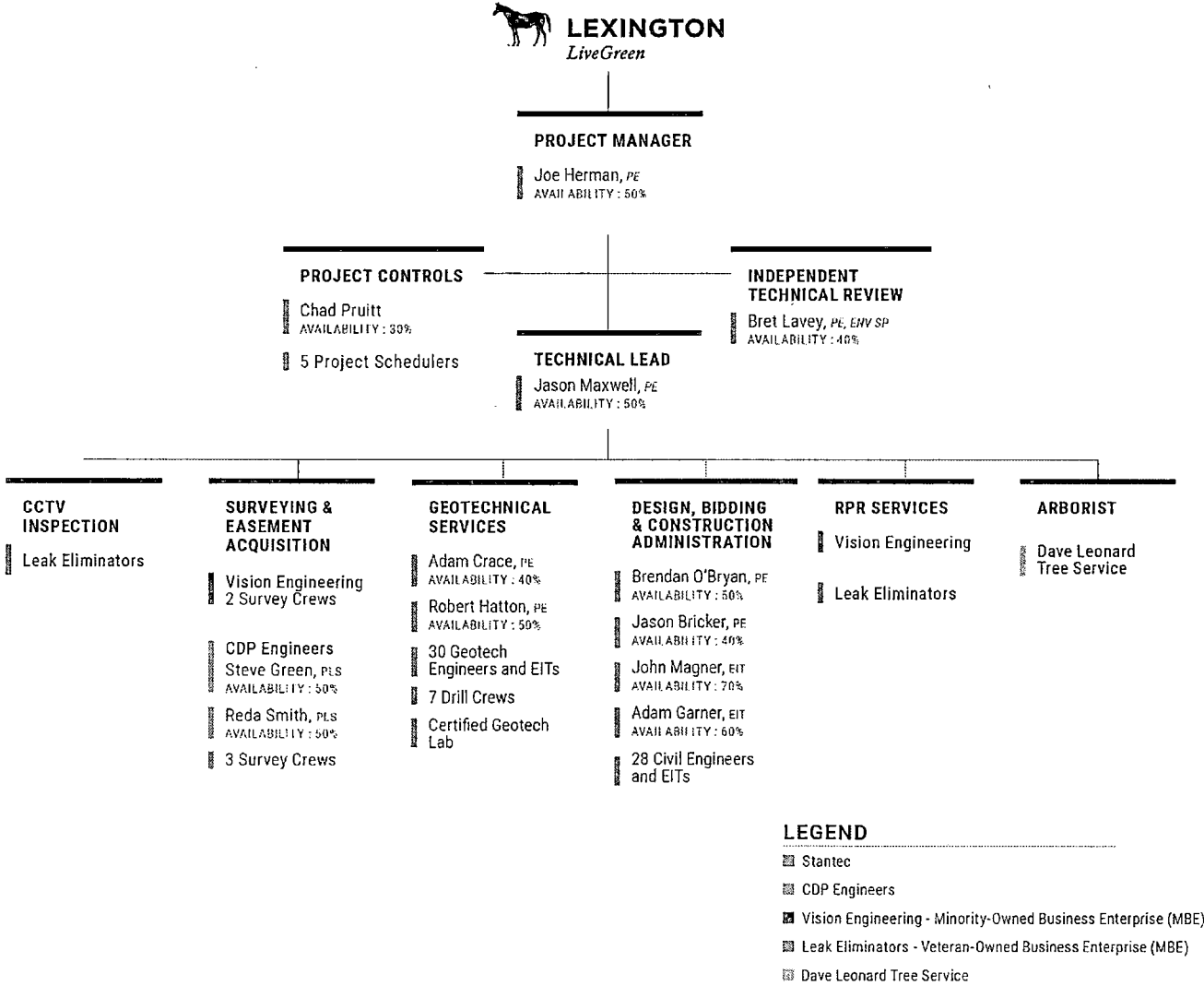
# Local Resources/Capacity of the Firm



This team uses **100%** local personnel and staff resources

The following organizational chart identifies key team members and their roles associated with the design of your RMP wastewater conveyance projects. We carefully selected these key personnel based on their expertise and experience successfully completing similar projects for LFUCG and other municipal/utility clients. **You'll find resumes for our key personnel at the end of this section.**

Every project identified in the Past Performance/Experience section of this proposal was completed by one or more of the people listed in our organizational chart.



As you can see below, every firm that comprises our team is local. In fact, every team member in our organizational chart is local, and 100% of the work under this contract will be completed with local resources.

<b>Stantec</b>	3052 Beaumont Centre Circle Lexington, KY 40513
<b>Vision Engineering</b>	128 E. Reynolds Road, Suite 150 Lexington, KY 40517
<b>Leak Eliminators</b>	330 Lisle Industrial Avenue Lexington, KY 40511
<b>CDP Engineers</b>	3250 Blazer Parkway Lexington, KY 40509
<b>Dave Leonard Tree Specialists</b>	544 Old Frankfort Pike Versailles, KY 40383

### Project Manager — Joe Herman, PE

Located in Stantec’s Lexington office, Joe has been working on LFUCG projects since 1997. He has a proven track record of fiscal responsibility, and a perfect record of delivering your Consent Decree projects on time.

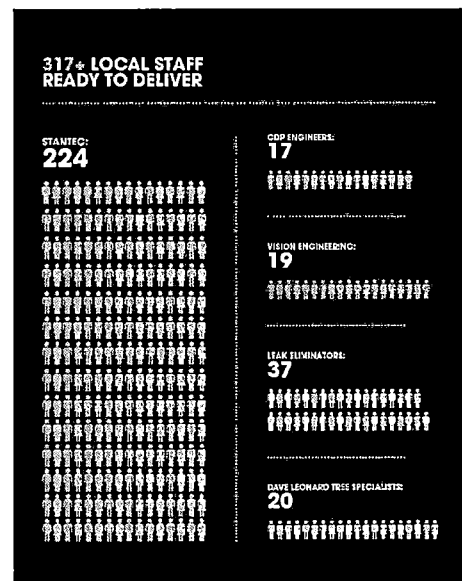
Our team includes a **dedicated project controls specialist**, Chad Pruitt, who will help Joe track and manage each project assignment. By proactively managing individual design and construction milestones, we’ll be able to identify critical path items and potential delays early on, increasing the success rate for potential corrective action plans.

### Capacity

We know how important it is to meet the regulatory deadlines for your RMP projects. That’s why we specifically structured our team to execute multiple projects simultaneously, and we assigned resources with capacity in mind. Additionally, **we built redundancies into our team** in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays.

We have included a couple of items in our organizational chart to help you evaluate our team’s capacity:

- Additional local resources for each discipline to support your projects; and
- Availability of named individuals. Based on their current assignments, availability will increase over time as they wrap up those project commitments.



Look inside the front or back cover for a full-size view of our local bench strength.

Joe J. Herman PE

Project Manager



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Joe has 24 years' experience (22 with Stantec) in the assessment, design, and management of municipal infrastructure. He is one of Stantec's subject matter experts in wet weather programs with relevant project experience in inflow/infiltration (I/I) investigations, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydraulic modeling, and engineering design. Joe is currently a member of NASSCO's Infrastructure Assessment Committee.

### **EDUCATION**

MS/BS Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer – Kentucky (#21254)

### **PROJECT EXPERIENCE**

Focused SSES & Rehabilitation South Chickamauga Creek – Phase 2, Chattanooga, Tennessee

Joe was the Project Manager for the rehabilitation/replacement of approximately 5,500 linear feet of sanitary sewer trunk sewer ranging in size from 12-inch to 18-inch diameter. Located in the floodplain for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Project was part of City's Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project

challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Manager for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Elkhorn Park and Radcliffe Neighborhood Sanitary Trunk Sewer Rehabilitation, Lexington, Kentucky

Lead Engineer for the replacement of approximately 3,500 linear feet of gravity trunk sewer for the Lexington Fayette Urban County Government (LFUCG). Project designed to eliminate chronic SSOs as part of LFUCG's Trunk Sewer Studies (pre-cursor to RMP).

# Chad Pruitt

Project Controls Analyst



Chad provides financial and schedule management support to project managers across various programs. Resource-defined, time-phased schedules are developed and maintained to identify and mitigate project risks by successfully controlling both cost exposure and deliverable timeliness. Earned Value Management (EVM) principles and techniques are utilized to provide forecasting, spending trends, and root cause analysis of variances.

Chad is proficient in Oracle, SAP, Primavera P6, Deltek Cobra, Microsoft Office products, and holds a Lean Six Sigma Green Belt Certification. He also has in-depth knowledge of Federal Acquisition Regulations (FAR), cost accounting standards, and federal budget processes.

## EDUCATION

MBA, University of Kentucky

BBA, Finance, University of Kentucky

## PROJECT EXPERIENCE

Mobile Area Water and Sewer System (Project Controls Lead)

Supported program management by providing financial analysis of program costs and schedules using advanced Earned Value Management concepts, including the identification of critical path activities, obligations, risks, performance drivers, spending trends and root causes of variances.

Mid-Breton Sediment Diversion, Baton Rouge, Louisiana (Project Controls Analyst)

Chad provided a full complement of project controls services for a \$35 million, multi-year development. Responsibilities include bi-weekly schedule updates in Primavera P6, bi-weekly financial analysis, Earned Value Reporting, manpower charts and staffing skills mix.

Coal Combustion Residuals Programs, Tennessee (Project Controls Analyst)

Chad provided a full complement of project controls services for Stantec's TVA Coal Combustion Residuals Program valued at \$150 million, with annual revenues of \$25 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Dam Stability Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Dam Stability Program valued at \$15 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Wastewater Treatment Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Waste Water Treatment Program valued at \$45 million.

Lockheed Martin Corporation\*, (Project Controls)

Supported program management by providing financial analysis of program costs using advanced Earned Value Management concepts, including the identification of obligations, risks, performance drivers, spending trends and root causes of variances.

\* denotes projects completed with other firms

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Bret has over 14 years' experience (all with Stantec) in the evaluation, design, and planning of water, stormwater and wastewater infrastructure. He has been assisted LFUCG in several of your Consent Decree obligations, including: the Sanitary Sewer Assessments (SSAs), Capacity Assurance and Remedial Measures Programs. Bret is a certified Envision Sustainability Professional and understands the triple-bottom line approach to solving complex water resources problems – balancing the environmental, social, and economic objectives of a project.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

### **REGISTRATIONS**

Professional Engineer – Kentucky (#27348)

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Bret performed Independent Technical Review of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

UK Trunk B (Newtown Pike Extension), Lexington, Kentucky

Stantec designed this RMP project in conjunction with the roadway improvements in the Davis Bottoms area. Improvements required the relocation of two existing sanitary trunk sewers (18-inch and 27-inch). Bret was responsible for design of the siphon sewer under Versailles Road and QA/QC of the other portions of the sanitary sewer replacement.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Independent Technical Reviewer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF for LFUCG.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Bret was the Project Manager for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Fort Knox Water, Storm and Wastewater Improvements, Hardin County, Kentucky  
Bret was the Project Manager for the development and design of a \$20M capital improvement program for Hardin County Water District No. 1 (HCWD1). Projects completed in this plan included wastewater and stormwater conveyance, as well as potable water system improvements.

Remedial Measures Plan Program Management Consultant, Lexington, Kentucky  
Stantec was part of a three-consultant firm team tasked with developing LFUCG's RMP. Bret was the Lead Engineer for Stantec responsible for: providing rehabilitation recommendations & prioritizations to reduce I&I, hydraulic modeling, capital plan development and solution alternatives analysis, and preparing planning-level cost opinions.

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Jason is a Senior Water Resources Engineer with specific project experience in sanitary sewer evaluation studies (SSES), hydraulic modeling, sanitary sewer rehabilitation, inflow/infiltration studies, and engineering design for municipal stormwater and sanitary sewer systems. He has over 10 years' design experience on LFUCG storm and sanitary sewer projects.

### **EDUCATION**

MS/BS, Bioenvironmental Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer, Kentucky #28686

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Jason was responsible for QA/QC of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky  
Lead Engineer for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual I&I Reduction Program.

Camp Taylor Sanitary Sewer Replacement and Design, Louisville, Kentucky (Project Engineer)  
Lead Engineer for the design of replacement of over 15,000 LF of 8-inch sanitary sewer and over 3,000 LF of 15-inch sanitary trunk sewer for the Louisville and Jefferson County Metropolitan Sewer District (Louisville MSD). Project was part of their federal Consent Decree.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Jason was the Lead Engineer responsible for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason was the Lead Engineer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and R.J. Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason is the Lead Engineer for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Steve Green, PLS | Geomatics Group Manager

Resume

education

Eastern Kentucky University, 1982  
Bachelor of Arts Broadcasting

registration + professional affiliations

Professional Land Surveyor/Kentucky Registration No. 3539  
Hazardous Waste Operations and Emergency Response

experience + qualifications

Mr. Green has over 19 years experience which includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency of the use of traditional and state-of-the-art surveying equipment. Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

relevant project experience

Survey

Blue Grass Airport Sanitary Sewer System, Blue Grass Airport Corporation, Lexington, KY

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard's Creek Sanitary Sewer Survey, Winchester Municipal Utilities

Tyner Waste Water Wetland, Jackson Co. Public School System

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Mellwood Pump Station & Force Main, Louisville MSD

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Camp Wallace WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Muddy Fork Interceptor SSO Project, Louisville MSD

300 at the Circle, Monarch Investment & Management Group

As-Built Drawings LFUCG SS Improvements, Stantec Consulting Services, Inc.

Camp Webb WWTP Replacement, Finance and Administration Cabinet

Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon

Hydromax USA-LFUCG Sanitary MH Inspection, Hydromax USA

Lebanon Sanitary Sewer GIS and Modeling Work, City of Lebanon, KY

Storm Water - Survey

LexPark Stormwater Incentive Grant, LFUCG

Transylvania Water Quality Grant, Transylvania University



## Reda Smith, PLS | Easement Development Coordinator

### Resume

#### education

University of Kentucky, BSW Social Work, 1974

#### registration + professional affiliations

Land Surveyor/Kentucky/Registration No. 3323

#### experience + qualifications

Ms. Smith has worked as a staff surveyor on a wide variety of projects including boundary, photo control, and topographic and construction surveys. Her experience includes both conventional and GPS surveys, deed research, AutoCad drawings, right-of-way plats, and descriptions for utility easement acquisition. Ms. Smith has developed boundaries and rights-of-ways for numerous CDP projects. She is also proficient in the use of CADD and engineering software utilized by CDP Engineers, Inc.

#### relevant project experience

##### Survey

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU -- ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard's Creek Sanitary Sewer Survey, Winchester Municipal Utilities

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Owenton Research and Field Work -- Kelly Court, Stantec Consulting Services, Inc.

##### Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon





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Adam is a geotechnical engineer with over 27 years' experience overseeing subsurface inspections, laboratory testing, and geotechnical engineering analysis. His project responsibilities include slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep foundation analyses utilizing H-piles, drilled shafts and auger cast piles and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for utility infrastructure and roadways. He is familiar with the various geologic regions in Kentucky, including mitigation procedures in karstic environments like those present in Fayette County. Adam is also trained according to EM-385 requirements and proficient in both SCUBA and Surface-Supplied Air diving techniques and is a National Bridge Inspection Standards (NBIS)-certified bridge inspector.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **REGISTRATIONS**

Professional Engineer #23443, Kentucky

### **PROJECT EXPERIENCE**

**KY 3225 over Barren River Secant Scour Wall, Warren County, Kentucky**

Project Manager responsible for geotechnical exploration and engineering for a secant scour wall to protect the spill-through slope on the KY 3225 bridge over Barren River. Exploration included 29 borings, 1,012 feet of NQ rock coring, 980 feet of rockline sounding, and approximately 330 feet of soil sample borings.

**KY 56, Union County, Kentucky**

Project Manager for the geotechnical services required to widen and strengthen over 5 miles of existing roadway and add two passing lanes on KY 56 between KY 360. Stantec advanced approximately 100 borings in the vicinity of the roadway to determine depth to bedrock and typical soil characteristics. One of the more challenging portions of the project was the soil cut slope Bald Hill that approached a height of nearly 70 feet as measured from the roadway ditch to the daylight point of the slope. In addition, Stantec developed structure reports for seven culverts located along the alignment.

**Louisville Southern Indiana Ohio River Bridges - East End Approach, Louisville, Kentucky**

Stantec was selected as a part of the design team for the geotechnical aspects of the East End Approach which includes the Louisville Tunnel Project. Mr. Crace was the Senior Project Engineer supervising the field exploration in an area where property owner sensitivity to design and construction was a top priority. On this stage of the project, Stantec was responsible for several shoulder closures to complete the boring program. Mr. Crace coordinated portions of the drilling with a tunnel expert which included pressure testing of bedrock to estimate hydraulic conductivity, establishing observation wells and checking the borings for combustible gases.

**Louisville Southern Indiana Ohio River Bridges - Kennedy Interchange, Louisville, Kentucky**

Mr. Crace was the Senior Project Engineer responsible for coordinating the subsurface exploration, which included the coordination with various public and private property owners. The project included the completion of over 400 borings near within downtown Louisville. Mr. Crace served as the engineer responsible for reports, recommendations and analyses development on approximately 11 bridge reports and 19 retaining walls. The analyses included external retaining wall analyses, settlement profiles, slope stability analyses, lateral squeeze analyses, deep foundation analyses of friction piles and/or shafts, driveability analyses, negative skin friction analyses, and shallow foundation analyses on rock and soil.

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Robert is a Geotechnical Engineer with experience in the evaluation and analysis of various water and wastewater infrastructure. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and slope stability and seepage analyses. Robert is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. Robert is also well-versed in providing engineering during construction services on complex civil, structural, and geotechnical construction projects. He has experience with foundation improvement theories, technologies, and methods of implementation. His expertise includes proficiency with various slope stability and deformation analysis software, including GeoStudio and Surface Deformation Prediction Software.

### **EDUCATION**

MS/BS, Civil Engineering University of Kentucky

### **REGISTRATIONS**

Professional Engineer #33283, Kentucky

### **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Robert assisted in the subsurface exploration to support replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Geotechnical investigation included collecting rock and soil information necessary to support a installation of the replacement sewer under Main Street using trenchless/tunneling construction methods.

Jacobson Park Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole in Jacobson Park for LFUCG's Division of Parks. Investigation was performed to verify limits of sinkhole and assist LFUCG in assessing risk.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Robert is the geotechnical engineer assigned to perform the subsurface exploration for replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter and will include several segments that are to be constructed by trenchless/tunneling methods.

Coldstream Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole near Coldstream Park to support one of LFUCG's Stormwater Incentive Grant projects. Sinkhole was discovered during construction of storm water quality improvements. Robert oversaw the excavation of the sinkhole to evaluate subsurface drainage paths, developed treatment design to stabilize it, and oversaw the construction of recommended treatment.

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Brendan is a Design Engineer with experience in the planning, design and construction of water and wastewater infrastructure. His duties have included stormwater engineering, erosion control design and inspection, water supply engineering, hydrologic and hydraulic modeling, technical writing, project permitting and construction inspection. He is well versed in the use of several engineering and design platforms including XP SWMM, EPANET, EPA SWMM, ArcGIS, AutoCAD and HEC-RAS.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

BS, Physics, Centre College

### **CERTIFICATIONS & TRAINING**

Trenching and Excavation Competent Person Training

OSHA Confined Space Training

### **REGISTRATIONS**

Professional Engineer #062-069317, Illinois

Certified Floodplain Manager #IL-16-0077

### **PROJECT EXPERIENCE**

Elm & Earlston Drainage Improvements, Village of Downers Grove, Downers Grove, Illinois (Design Engineer)\*

Design Engineer for this location with minimal stormwater infrastructure, impacted by rainfall exceeding the two-year recurrence interval. V3 provided a recommended design including storm sewer improvements in each of the roadway sections and stormwater improvements along the flow path. Brendan performed hydrologic analysis and created hydraulic models of both the existing system and proposed improvements.

Roberts & Williams Drainage Improvements, Village of Woodridge, Woodridge, Illinois (Project Engineer)\*

Project Engineer for project to improve stormwater conveyance and protect homes impacted by 25-

year storm events. Project included development of several preliminary design alternatives and cost estimates and provided final engineering design. Brendan performed hydrologic and hydraulic modeling, assisted in alternatives development, and preparing construction cost estimates and final engineering plans.

Tri-State Tollway (I-294) Widening and Rehabilitation, Illinois Tollway, Schiller Park, Illinois (Design Engineer)\*

Design Engineer providing Phase II design engineering services for the widening and rehabilitation of nearly two miles of I-294 from the new Elgin-O'Hare/Western Access system interchange to the O'Hare Oasis. Stormwater design included detention for the additional fifth travel lane in each direction, floodplain modeling and compensatory storage for Silver Creek crossing I-294 and roadway design to avoid impacts to regulatory floodway along each of the oasis ramps. Brendan was responsible for storm sewer design and detention modeling, stormwater calculations and preparation of construction and maintenance of drainage plans.

2015-2018 Ancillary Sewer Program, City of Chicago Department of Water, Chicago, Illinois (Design Engineer)\*

Construction Inspector for a sewer improvement program divided into three sections; each with its own contractor and contract documents.

\* denotes projects completed with other firms

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As a senior project manager with more than 20 years of experience, Jason has worked on all types of municipal infrastructure and highway projects throughout Kentucky. He has specialized experience in roadway and pavement design, utility relocation design, and traffic engineering. He brings his roadway expertise and experience to our wastewater conveyance design team. Jason is well-versed in LFUCG's and KYTC's technical design requirements and was the design engineer for the UK Trunk B RMP project completed as part of the Newtown Pike Extension roadway improvements.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **REGISTRATIONS**

Professional Engineer #22536, Kentucky

### **PROJECT EXPERIENCE**

#### **US 68 (Harrodsburg Road) Widening, Lexington, Kentucky**

Project Engineer responsible for design of a double crossover diamond interchange (DCD-first in Kentucky) for the widening of Harrodsburg Road at the New Circle interchange. The existing roadway had two through lanes and single left turn lanes. The project was physically constrained by the existing right-of-way at the New Circle Road bridge. Shared use paths have been incorporated in the final design to accommodate pedestrian and bicycle traffic.

#### **KY 32 Reconstruction, Rowan County, Kentucky**

Project Engineer leading the design of the Phase I assisted with the initial design and layout of alternatives which included utility avoidance, right-of-way impacts, maintenance of traffic, and public involvement. To minimize right-of-way impacts within the project area, a three-lane urban section is being designed but transitions to a three-lane rural section where business and residential entrances are spaced out and the terrain is better suited for a rural section.

#### **UK Trunk B (RMP Project) - Newtown Pike Extension, Fayette County, Kentucky**

Project engineer responsible for Phase II design of a new route from Main Street to Versailles Road, a length of 1.42 miles. The proposed typical is an urban template with raised median, curb and gutter, and sidewalks. The purpose of this project is to extend Newtown Pike, improve traffic flow in the central business district areas, and to provide improved connectivity from the University of Kentucky's central campus to the interstate system. The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts.

#### **US 31E Reconstruction Priority Section / Phase II Design, Nelson County, Kentucky**

Project Engineer responsible for the relocation/reconstruction of approximately 2.6 miles of existing rural two-lane highway to a two-lane initial/four lane ultimate facility from KY 509 to just south of Whitesides Drive. This project was designated as the "Priority Section" of the 14.6-mile corridor due to two high accident locations along this portion of the corridor. Duties for this project included management and preparation of construction plans, right-of-way plans and maintenance of traffic.

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John is a Water Resources Engineer-in-Training with project experience in municipal water infrastructure design, stormwater modeling and management, coal ash byproduct storage and FEMA Flood Insurance Studies. He is assisting Stantec in performing hydraulic modeling of LFUCG's RMP projects to verify they are designed and constructed to meet adequate capacity verification requirements. John has experience utilizing software applications including PCSWMM, AutoCAD Civil 3D, and geographic information systems (GIS) to aid in engineering design and analysis.

## **EDUCATION**

MBA, University of Kentucky

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Engineer-In-Training #15204, Kentucky

## **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

Sanitary Sewer Capacity Assurance Program, Lexington, Kentucky

Project Engineer responsible for calibrating the Lexington-Fayette Urban County Government's city-wide sanitary sewer model. Responsibilities includes updating the future-conditions model to incorporate planned improvements to the sanitary sewer system and calibrating the models to observed flow meter data in the Town Branch, West Hickman, and North Elkhorn sewersheds.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Rest Area Booster Station, Scott County, Kentucky

Responsible for assisting with the development of the plans and specifications for the demolition of an existing booster station. Project also included construction of a replacement booster station and new water mains in order to provide greater resiliency and flexibility in the system. This improves service to local industry and mitigates the impact of maintenance and potential emergency situations.

Interstate-75 Water Main Improvements, Scott County, Kentucky

Project Engineer responsible for assisting with the development of the plans and specifications for the installation of approximately 10,800 linear feet of water main in Scott County, Kentucky to improve service to local industry.

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Adam is a Civil Engineer in Training that has design and project experience in various civil/water resources related projects including municipal infrastructure, stormwater analysis, flow monitoring, floodplain studies, hydrologic modeling, and large excavations. He also brings in over two years of outside remediation experience, including soil and groundwater treatment, site supervision, and client communication.

### **EDUCATION**

Biosystems Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Engineer in Training, Kentucky

### **PROJECT EXPERIENCE**

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Engineer responsible for assisting in the development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Floyd Drive Rehabilitation (RMP Project), Lexington, Kentucky

Project Engineer responsible for data collection and maintenance of micromonitors installed in LFUCG's wastewater system to isolate inflow and infiltration (I&I). Removal of I&I in the Floyd Drive area is identified in LFUCG's RMP. To date, LFUCG's rehabilitation efforts in the area have not achieved the wet weather flow reduction target needed to certify adequate capacity in the downstream trunk sewer.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

City of Covington Remediation Project for the Bill Cappell Sports Complex, Kenton County, Kentucky

Assisted in the analyzation of the City of Covington Landfill within Civil 3D to measure physical features and prepare opinions of probable construction costs. Quantified existing surfaces, utilities, and geographic components.

## References



Based on their level of professionalism and technical abilities, I would recommend them to any other agency...

—John Loechle, Louisville and Jefferson County MSD

We take great pride in providing value and a high level of service to our clients. **But don't take our word for it!** We encourage you to contact our clients directly for a first-hand account of our performance and quality of work. Following are four client references who can speak to our work on several wastewater conveyance projects identified in the Past Performance/Experience section of this submittal.

### Lexington-Fayette Urban County Government (LFUCG)

**Charles Martin, PE**, Director – Division of Water Quality  
(859) 425-2455  
[chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)

- Remedial Measures Plan (initial plan development)
- Manchester / RJ Corman Sanitary Trunk Sewer Replacement
- Annual Sanitary Sewer Record Drawings (2015 – 2018)
- Elkhorn Park Sanitary Trunk Sewer Replacement
- Newtown Pike Extension (Sanitary Sewer Replacement)
- New Circle A & B Sanitary Trunk Sewer Replacement

### Hardin County Water District No. 1 (HCWD1)

**Daniel Clifford**, Engineering Manager  
(270) 351-3222 (ext. 216)  
[dclifford@hcwd.com](mailto:dclifford@hcwd.com)

- Fort Knox Storm and Wastewater Improvements

### City of Chattanooga, Tennessee

**Eric Brooks, PE**, Engineering Manager – Waste Resources Division  
(423) 643-7492  
[ebrooks@chattanooga.gov](mailto:ebrooks@chattanooga.gov)

- Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve

### Kentucky American Water Company

**Adam Tilley, PE**, Project Manager Engineer  
(859) 335-3416  
[Adam.tilley@amwater.com](mailto:Adam.tilley@amwater.com)

- Owenton Sanitary Sewer Replacement Design
- Various Planning and Design Engineering Services (potable water)

# Hourly Rates

We have summarized hourly rates in the table below for all the local staff we anticipate will provide services on this contract. The names in **bold** are individuals listed in the organizational chart in the Local Resources/ Capacity of the Firm section. We will provide a complete listing of employee names, hourly rates and job titles for our 300+ local professionals upon request.

JOB TITLE	HOURLY RATE	EMPLOYEES/FIRMS	
Project Manager	\$200.00	<b>Joe Herman</b>	
QA/QC Reviewer	\$180.00	<b>Bret Lavey</b>	
Technical Lead	\$160.00	<b>Jason Maxwell</b>	
Senior Engineer	\$160.00	<b>Adam Crace</b> <b>Jason Bricker</b> Erman Caudill	Vince Severance Kip Anderson Luis Arduz
Senior Project Engineer	\$140.00	<b>Robert Hatton</b> Michelle Meehan Clayton Pennington	Matthew Armstrong Ben Halada Erin Mattmiller
Project Engineer (PE)	\$125.00	<b>Brendan O' Bryan</b> Anthony McGrath	Rachel Adams Cyrus Garner
Design Engineer (EIT)	\$115.00	<b>John Magner</b> <b>Adam Garner</b> Brenton Newswanger	Stephanie Kinler Charla Barnes Richard Shook
Project Control Specialist	\$130.00	<b>Chad Pruitt</b> Richard Hake David Baker	Edwin Fuerstein Robert Bebout Shajahan Mondai
CAD Technician	\$110.00	PJ Bond Adam Clinkenbeard Tracy Johnson	Renee Flynn Ben Shelton Brian Sams
GIS	\$105.00	Chase Clark Patrick Creager	Tara Maynard Daniel Eaton
Arborist	\$80.00	<b>Dave Leonard Tree Services</b>	
Registered Surveyor (PLS)	\$115.00	<b>Steve Green (CDP)</b> <b>Reda Smith (CDP)</b>	Rich Newton (Vision)
2-Man Survey Crew	\$140.00	<b>CDP Engineers</b>	<b>Vision Engineering</b>
Clerical	\$80.00	Nicole Miller	Rita Sartori
RPR Representative	\$55.00	Odus Baker (Vision) Tom Lambdin (Vision) Clay Tuckett (Vision)	Taylor Tatliff (Vision) Josh Cheney (Vision) Paul Tucker (Vision)



## AFFIDAVIT

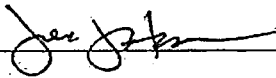
Comes the Affiant, Joseph J. Herman, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Joseph J. Herman 

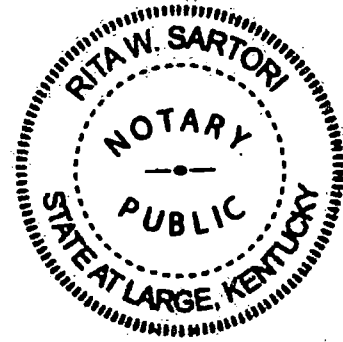
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Joseph J. Herman on this the 26<sup>th</sup> day  
of September, 2019

My Commission expires: August 25, 2022

Rita W. Sartori 607362  
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.

### 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

\_\_\_\_\_



January 9, 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, citizenship status, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

### Affirmative Action Policy

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

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

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

### Application of Equal Opportunity and Affirmative Action Policies

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

### Workplace Harassment, Including Sexual Harassment

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



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

Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

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

Obligations of Company Personnel

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

Pay Transparency

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

Responsibility for Implementation

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

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

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

Gord Johnston, CEO, Stantec

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

Employee Data Report US - Employee Data 2014 Effective as of Date : '17-SEP-2019' Date of Report: 17-SEP-19 10.09.02 AM

US EEOC Category	Black or African American Male		Hispanic or Latino Male		Asian Male Female		Two or More Races Male Female		White Male Female		NULL Male Female		Grand Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	7	1	0	0	0	8
First/Mid Level Officials and Managers	0	0	0	0	0	0	0	1	0	0	0	0	1
Professionals	2	8	3	1	2	108	23	1	1	147			147
Technicians	0	1	0	1	0	27	8	0	0	37			37
Administrative Support Workers	0	0	0	0	0	4	12	0	0	16			16
Craft Workers	0	0	0	0	0	2	0	0	0	2			2
Operatives	0	0	0	0	0	2	0	0	0	2			2
Laborers and Helpers	0	0	0	0	0	10	0	0	0	10			10
<b>Grand Total</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>161</b>	<b>44</b>	<b>1</b>	<b>1</b>	<b>223</b>			<b>223</b>

Prepared by: Stantec's Information Management personnel Date: 9 / 17 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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: Stantec Consulting Services Inc.

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

Contact Name: Joseph J. Herman Title: Principal

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

Email address: joe.herman@stantec.com




**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # RFP# 38-2019**

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 Lexington, KY 40517 Jihad Hallany jhallany@visionengr.com 859-559-0516	DBE	Surveying & Easement Acquisition RPR Services	TBD	10% (anticipated)
2. Leak Eliminators, LLC 330 Lisle Industrial Ave. Lexington, KY 40511 Bruce Whitaker bruce@leakeliminators.com 502-352-3921	VBE	CCTV Inspection RPR Services	TBD	3% (anticipated)
3.				
4.				

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

Stantec Consulting Services Inc.  
Company

Joseph J. Herman   
Company Representative

9/27/2019  
Date

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

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

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

#### A. Termination for Cause

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


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

#### B. At Will Termination

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

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

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

  
\_\_\_\_\_  
Signature

9/27/2019  
\_\_\_\_\_  
Date

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Change requirement from:**

That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.

The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??



Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current revolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.





On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" *if* the company has yet to select



firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

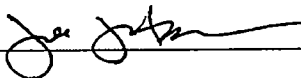


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

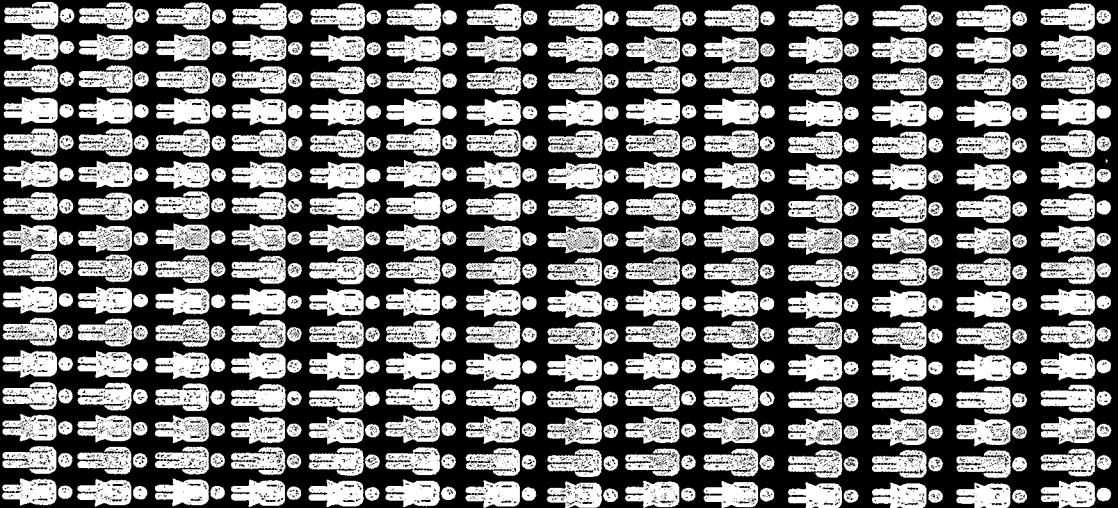
SIGNATURE OF BIDDER: 



# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:  
**224**



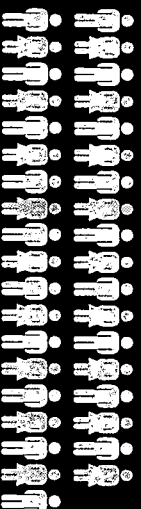
CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





Design with  
community in mind



RFP # 38-2019, Qualifications for

**ENGINEERING  
SERVICES FOR  
SANITARY SEWER  
WATERSHED DESIGN  
WATERSHED PROJECT TEAM 3**

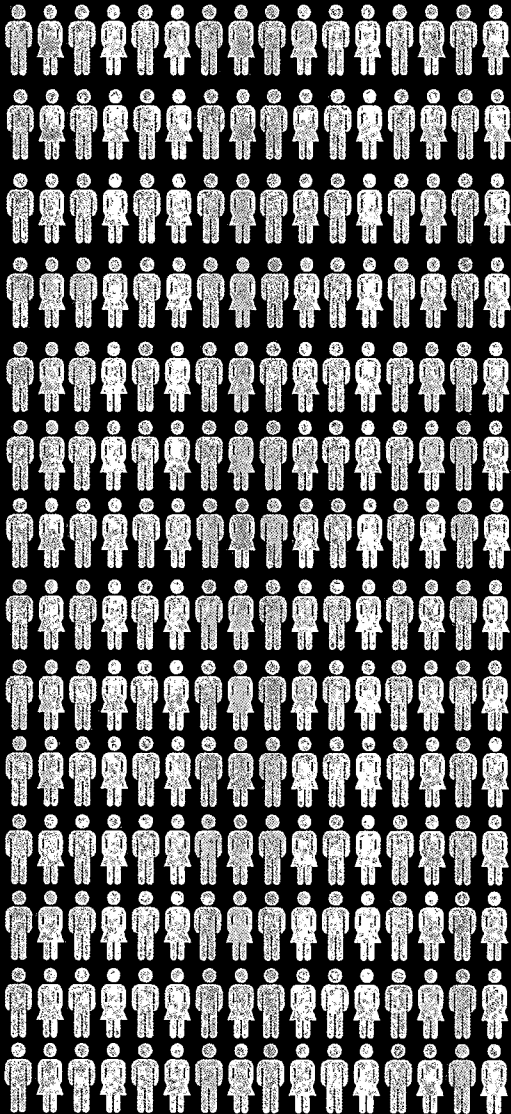


September 27, 2019

# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:  
**224**



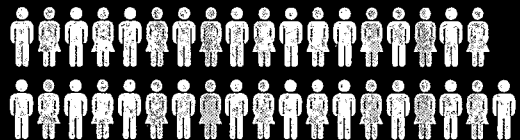
CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





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

September 27, 2019

**Attention: Todd Slatin – Purchasing Director**  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, Kentucky 40507

**Reference: RFP #38-2019 Qualifications for Engineering Services for Sanitary Sewer Watershed Design (Watershed Project Teams 1, 2, 3, & 4)**

Dear Mr. Slatin,

**Stantec Consulting Services Inc.** (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our team are **Vision Engineering, LLC** (Vision), **CDP Engineers, LLC** (CDP), **Leak Eliminators, LLC** (Leak), and **Dave Leonard Tree Specialists** (DLTS). Vision is a certified minority-owned business enterprise (WBE) and Leak is a Veteran-Owned Business Enterprise (VBE) with LFUCG. The Stantec team we are proposing for this contract is 100% local.

We will execute work on your project from our **Lexington office**. We have a local staff of more than 200 professionals, and we will provide all of the required skills/expertise needed to design your wastewater conveyance projects from this location.

To assist in your review, our proposal is organized to match the selection criteria identified in your RFP, and we have separated each section with tabs as required. The last section contains our required procurement forms and addendum.acknowledgements.

The Stantec team offers LFUCG a number of distinct advantages:

- **A project manager you know with a proven track record on your Consent Decree projects.** Joe Herman will be your project manager on this contract. He successfully led your Sanitary Sewer Assessments (SSAs) and Capacity Assurance Program (CAP) and assisted in the development of your Remedial Measures Plan (RMP). Collectively, he has a perfect track record of meeting your regulatory deadlines!
- **A deep bench.** Our team has the capacity to fully execute the design of all your Watershed RMP projects from our local offices. The info-graphic on the inside cover of this proposal illustrates our local bench strength.
- **The right resources at the right location.** Wastewater conveyance design projects are rarely limited to just sanitary pipes and manholes. Stantec also offers full-service roadway design, traffic engineering, utility relocation design, permitting, geotechnical engineering, laboratory testing and drilling services from our local office. Additionally, our team members provide field surveying, easement preparation, hydro-excavation, arborist, and RPR services from their local offices.

- **An unparalleled knowledge of your RMP and the specific design challenges in each Sewershed.** We've been your trusted partner since Day 1 – from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs. We understand the challenges and performance objectives required for each project, and the lessons learned from completed RMP projects.
- **A team designed with schedule in mind.** We've built redundancy on our team in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays. We have also assigned a Project Controls Specialist to assist in proactively managing critical path items and promote early identification of schedule slippages to improve the success rate of potential corrective action plans.
- **Demonstrated fiscal responsibility your Consent Decree programs.** We competed the first five years of your System Capacity Assurance Program approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under budget and we routinely completed our RMP assignments below the budgets established by the Prime Consultant.
- **Personal commitment.** We take pride in our partnership with LFUCG and DWQ over the past three decades. The members of our team live in this community, and we all have a personal stake in your Remedial Measures Program's success.

If you have any questions regarding our submission, or would like to discuss our qualifications further, please do not hesitate to contact me.

Stantec Consulting Services Inc.



Joe Herman, PE  
Principal  
Office: 859 422 3043  
Cell: 859 806-9282  
Joe.Herman@stantec.com



# Table of Contents

<b>01</b>	Firm Qualifications	<b>21</b>	References
<b>04</b>	Past Performance/ Experience	<b>22</b>	Hourly Rates
<b>14</b>	Knowledge of LFUCG	<b>23</b>	Required Documents
<b>19</b>	Local Resources/Capacity of the Firm		

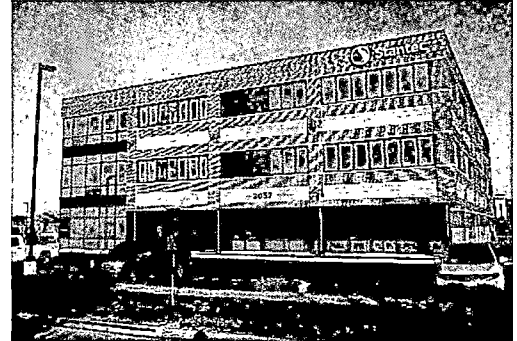
# Firm Qualifications



Stantec is the **largest** civil engineering consulting firm in Lexington

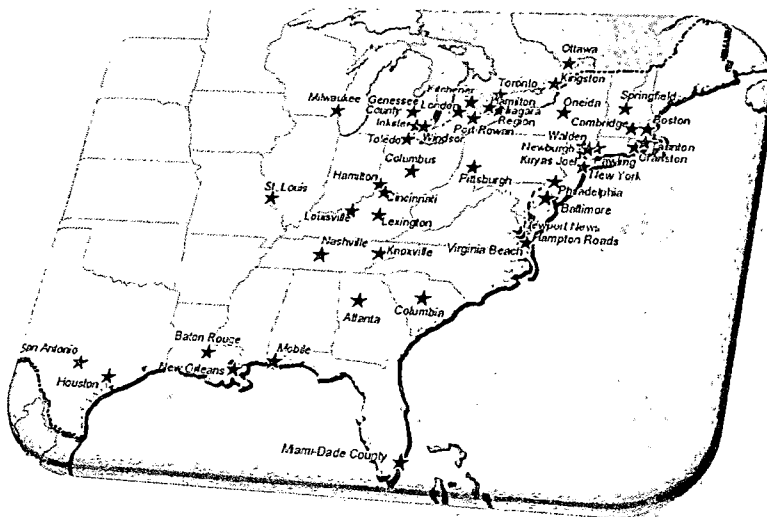
## About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record of providing quality wastewater, stormwater, and transportation services to LFUCG for more than 30 years.



Globally, we unite more than 22,000 employees in more than 400 locations across six continents. **Locally, we are the largest civil engineering consulting firm in Lexington, housing more than 200 professionals at 3052 Beaumont Centre Circle.** Stantec is also the largest civil engineering consulting firm in the Commonwealth of Kentucky, with a combined staff of 300+ in Lexington and Louisville.

Our Lexington-based professionals have positive working relationships with Division of Water Quality staff, and we have a solid understanding of your project expectations. Many of our recent LFUCG assignments have been Consent Decree-mandated projects, including Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and work on your Capacity Assurance Program since 2012. Additionally, we were awarded LFUCG RMP design contracts for Sanitary Sewer Replacement, Sanitary Sewer Rehabilitation, Wastewater Wet Weather Storage Facilities, and Stormwater.



Our municipal clients recognize our ability to assist them with their toughest challenges. Many of our clients are under a federal Consent Decree or other regulatory wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost effectiveness. **Stantec is one of those consultants.** The map graphic highlights clients who trust us to meet their wet weather enforcement challenges.

# Stantec Rankings

**#2**

**Top 20 Design  
Firms by Market –  
Sewer/Waste**

*ENR, July 2019*

**#2**

**Top 10 Midwest  
Design Firms by  
Market Sector –  
Kentucky**

*ENR, June 2019*

**#3**

**Top 50 Trenchless  
Engineering Firms**

*Trenchless  
Technology,  
December 2018*

A publicly owned corporation, Stantec trades on the TSX and the NYSE under the symbol STN. We do a significant amount of work each year for federal, state, and local governments. As a result, we have robust financial accounting processes and software to help us satisfy government reporting requirements and to support periodic audits.

We use a number of industry-accepted best management practices and technology tools to assist in project management, particularly with respect to schedule and budget adherence. These practices include the use of Earned Value Management tracking to monitor project costs, and project scheduling software to proactively manage progress toward key milestones. These controls give our clients confidence that we are proactively monitoring schedule and budget to make sure their projects/programs are completed in a timely and cost-effective manner.

*For more information about Stantec, visit [www.stantec.com](http://www.stantec.com).*

## Stantec Services

Among the services we provide are planning, engineering, landscape architecture, geotechnical, environmental sciences, interior design, architectural, information management, project management, construction management, and project economics. We offer from our local office the following services relative to your RFP:

- Pipeline engineering and design (wastewater, stormwater, and potable water)
- Roadway and bridge design
- Traffic control planning
- Geotechnical engineering
- Bidding services
- Construction administration/management
- Resident Project Representation (RPR)
- Geotechnical drilling and laboratory testing
- Computer Assisted Drafting (CAD)
- Geographic Information Systems (GIS)
- Project controls/Scheduling

The items identified in your RFP that we do not offer locally are field surveying, easement preparation, hydro-excavation and arborist services. They will be provided by other members of our team. **Stantec and our team members are all local, and 100% of the work under this contract will be staffed with local resources.**

## Our Team Members



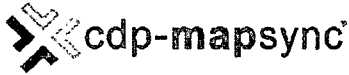
### Vision Engineering, LLC (Vision)

**Vision** is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington. Vision was established in 2003 and employs 19 professionals. Vision will be responsible for providing field surveying and RPR services on this contract. They have provided field surveying and resident project representative (RPR) services on previous RMP projects for LFUCG.



### Leak Eliminators, LLC (Leak)

**Leak** is a certified Veteran Owned Business Enterprise (VBE) located in Lexington near LFUCG's Town Branch Treatment Plant on Lisle Industrial Avenue. Leak has a long history of providing inspection and construction services on wastewater conveyance projects for LFUCG. As a result, they have a solid understanding of LFUCG's construction quality requirements, as well as positive working relationships with DWQ staff. Leak will provide as-needed closed-circuit television (CCTV) inspections, utility hydro-excavation, and RPR services.



### CDP Engineers, LLC (CDP)

**CDP** was established in 1989 and offers professional engineering, land surveying and geospatial services. They are headquartered in Lexington with an additional office in Louisville. CDP will provide additional field surveying capacity to make sure our team meets the aggressive RMP deadlines. CDP has a long history of providing land surveying services for wastewater and stormwater conveyance projects in Lexington and the surrounding area. CDP is also an industry leader in the application of new technologies such as UAVs and LIDAR scanning. They also have extensive experience with high precision GNSS (GPS) surveys.



### Dave Leonard Tree Specialists (DLTS)

**DLTS** is located on Old Frankfort Road in Versailles. They offer four full-time arborists and a 40+ year history of providing arboriculture services in Lexington and the surrounding counties. DLTS will provide the arborist services outlined in your RFP. They have provided identical services on numerous other RMP wastewater conveyance projects for LFUCG, and they are very familiar with your technical requirements.

## Past Performance/Experience



Stantec has a **perfect record** of completing your Consent Decree projects on time and within (often under) budget.

### Past Performance on your Consent Decree

Stantec has a 30+ year track record of successfully completing LFUCG projects on time and within/under budget. Many of these projects have been Consent Decree projects. Highlights of our performance on your Consent Decree projects includes:

- A perfect record of meeting Consent Decree deadlines on all of our projects.
- Successfully implemented an aggressive Corrective Action Plan under the Group 2 & 3 Sanitary Sewer Assessment (SSA) after LFUCG terminated their primary field investigation contractor.
- Completed the Group 1 SSA approximately \$114,000 under the assigned budget.
- Completing all tasks, for which we were responsible, during development of LFUCG Remedial Measures Plan under the assigned budget.
- As your Capacity Assurance Program Manager, we have completed all task orders issued since 2012 at or under budget and finished the first 5-year contract approximately \$330,000 (20%) under budget.
- Completed all task orders as your CMOM Program Management Consultant at or under budget.

### Wastewater Conveyance Experience

We've summarized our experience providing wastewater conveyance design and construction services for LFUCG and other municipal/utility clients in the list on the following page. At least one person in our organizational chart has played a key role in each of these projects.



After submitting our first fee proposal on your RMP Dig and Replace Pipelines contract, **we were awarded** the New Circle Road A&B Trunk Sewer Replacement.

Stantec was awarded one of LFUCG's RMP Design Contracts for Dig and Replace Pipelines (Contract 2) in 2012. We were given our first opportunity to submit a fee proposal on that contract in the summer of 2019, and we were awarded the design of the New Circle Road A & B Trunk Sewer Replacement.

### **RMP Wastewater Conveyance Projects for LFUCG**

- New Circle Road A & B Trunk Sewer Replacement
- UK Trunk B (Newtown Pike Extension)
- West Hickman Trunk B (Vision Engineering)
- West Hickman Trunk C (Vision Engineering)
- West Hickman Trunk D (Vision Engineering)
- Landsdowne South Trunk (Vision Engineering)
- Idle Hour Trunk Sewer (Vision Engineering)
- Sharon Village Pump Station and Gravity Sewer (Vision Engineering)
- Woodhill Trunk Sewer (Vision Engineering)

### **Non-RMP Wastewater Conveyance Projects for LFUCG**

- Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements
- Record Drawings for 2015 Sanitary Sewer Improvements
- Record Drawings for 2016 Sanitary Sewer Improvements
- Record Drawings for 2017 Sanitary Sewer Improvements
- Record Drawings for 2018 Sanitary Sewer Improvements
- Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement
- Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements

### **Non-LFUCG Wastewater Conveyance Projects within last 5 years**

- Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2, (City of Chattanooga, TN)
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve, (City of Chattanooga, TN)
- Owenton Sanitary Sewer Replacement, (Kentucky American Water Company)
- Shelby Park Area 3 Collection System Rehabilitation Design, (Nashville Metro)
- Bold Face Creek (CSO 419) Sewer Separation, (Metropolitan Sewer District of Greater Cincinnati)
- Fort Knox Storm and Wastewater Improvements, (Hardin County Water District No. 1)
- Camp Taylor Wastewater Sewer Replacements, (Louisville and Jefferson County Metropolitan Sewer District)

*The remaining pages of this section provide additional details for some of the relevant project experience featured in the table.*



We've also completed over 250 model requests in support of RMP design efforts and assisted in the initial formulation of the RMP projects.

## Manchester Street and RJ Corman Trunk Sewer Replacements

### ■ LFUCG, Lexington, Kentucky

Stantec is assisting LFUCG with the replacement of two existing wastewater trunk sewers in the Town Branch Sewershed. The first trunk sewer replacement is approximately 1,500 linear feet (24-inch diameter) extending along Manchester Street between Oliver Lewis Way and the railroad and creek crossing near Pyramid Park. The second trunk sewer replacement is located along the RJ Corman railroad, extending approximately 2,300 linear feet (21-inch diameter) from West 3rd Street to the RJ Corman/CSX railroad property south of Main Street.



While not included in LFUCG's RMP, this project was designed in accordance with **RMP technical requirements.**

Both trunk sewer replacements are not identified in LFUCG's Remedial Measures Plan, but they were designed in accordance with RMP technical requirements. The trunk sewers had to be replaced due to structural integrity issues. Although they were originally envisioned to be constructed as one project, they have subsequently been divided into two separate design and construction packages to better align with LFUCG's annual capital improvement program budgeting.

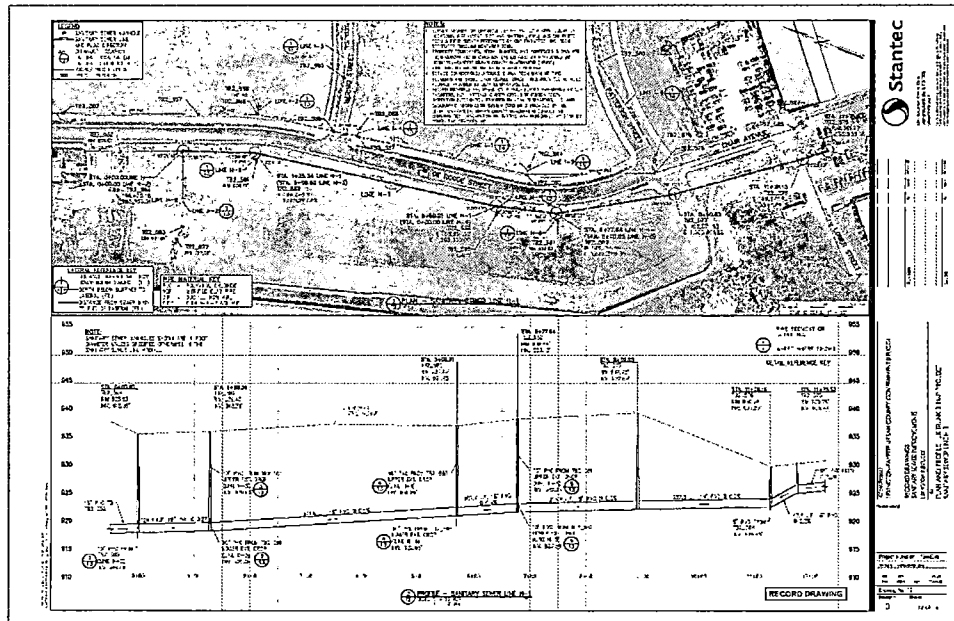
Design of the Manchester trunk sewer is complete and was recently bid. Located in the Distillery District, design required careful consideration of construction sequencing to minimize economic disruption to local businesses. A portion of the sewer is deep (more than 20 feet) and required design to accommodate the additional overburden loading. Manchester Street is also a state-owned roadway and design was developed to accommodate Kentucky Transportation Cabinet permit requirements, including a detailed traffic control plan.

Design of the RJ Corman trunk sewer replacement is anticipated to be completed by December 31, 2019. During preliminary design, we evaluated a proposed tunneling bore alternative for the portion of the sewer that crossed Main Street. Much of the existing sewer is located on the railroad property and required close coordination with RJ Corman/CSX. The preferred design alternative included re-alignment of the existing sewer to maximize the potential developable area of the affected properties, and to reduce the number of sewer crossings under the railroad.

For both projects, our scope included: preliminary design, geotechnical investigation, easement acquisition, permitting, preparing an opinion of probable capital cost, utility coordination, bidding assistance, construction administration support, and conducting record survey and preparing record drawings.

## UK Trunk B (Newtown Pike Extension)

■ LFUCG/Kentucky Transportation Cabinet, Lexington, Kentucky



Stantec designed the UK Trunk B RMP project as part of roadway improvements for the KYTC and LFUCG's Division of Engineering.

Working under a project administered by LFUCG Division of Engineering for Kentucky Transportation Cabinet (KYTC), we were responsible for the design of approximately 0.5 miles of new 4-lane roadway in the Davis Bottoms area between High Street and Patterson Street near DeRoode Avenue. As part of the roadway improvements, we were responsible for design of the relocation/replacement of the existing sanitary, storm, water, electricity, cable, and telephone infrastructure.

As part of the roadway improvements, we designed the relocation and replacement of the two existing parallel sanitary trunk sewers (18-inch and 27-inch diameter) and side connection sewers (10-inch diameter), totaling approximately 3,800 linear feet. The trunk sewer replacements constitute the UK Trunk B project identified in LFUCG's Remedial Measures Plan.

As part of the roadway improvements, we replaced approximately 270 linear feet of existing 36-inch wastewater trunk sewer along the RJ Corman property, and approximately 760 linear feet of 36-inch wastewater trunk sewer along Manchester Street. These sewer replacements were outside of the trunk sewer replacements that Stantec is performing for LFUCG's Division of Water in 2019.

Stantec's scope on this work included: preliminary design, geotechnical investigation, detailed design, geotechnical investigation, easement support, permitting, utility coordination, preparing an opinion of probable capital cost, bidding assistance, and construction administration services. (Record drawings for the sanitary sewer replacements completed in conjunction with the roadway improvements were completed by Stantec under the Record Drawings for 2018 Sanitary Sewer Improvements project.)



## **Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement** ■ LFUCG, Lexington, Kentucky

The Elkhorn Park and Radcliffe neighborhoods experienced chronic sanitary sewer overflows and basement backups during moderate and heavy rainfalls. While the existing sanitary sewer system in this area is separated from the stormwater system, peak flow during wet weather often exceeded the average dry weather flow by a factor of 20.

We designed a replacement of the existing trunk sewer to restore hydraulic capacity through increases in the sewer diameter and grade improvements on shallowly sloped pipe segments. We developed design drawings and construction documents to replace approximately 3,500 linear feet of 18-inch and 24-inch gravity wastewater sewer. The new sewer generally followed the existing alignment, but it capitalized on several re-alignment opportunities to improve sewer hydraulics, reduce construction costs, and minimize disruption to the neighborhood.

In addition to the detailed design, we were responsible for preliminary design, hydraulic modeling, utility coordination, public meetings with residents and the Urban County Government Council, geotechnical investigation, utility coordination, permitting, development of an opinion of probable construction cost, technical support during construction (shop drawing review, responding to RFIs, etc.), and preparation of record drawings.



Stantec capitalized on realignment opportunities in the design of the Elkhorn Park trunk sewer replacement to reduce construction costs and minimize disruption to residents in this mature neighborhood.

## **Record Drawings for 2015 – 2018 Sanitary Sewer Improvements** ■ LFUCG, Lexington, Kentucky

As part of their ongoing Inflow and Infiltration Reduction Program, LFUCG completes various sanitary sewer rehabilitation and replacements each year. Work is performed by LFUCG's Unit Price Contractor and generally includes pipe replacements and/or realignments, installation of cured in place pipe (CIPP) liner, manhole repair/replacement, and pipe point repairs. Starting in 2015, Stantec was retained to prepare record drawings for sewer improvements completed each year. We are responsible for: performing a record survey on completed improvements; reviewing post-construction closed circuit television (CCTV) inspection video, construction inspection notes, contractor mark-ups; and

developing record drawings based on the collected information. Record drawings are prepared in accordance with LFUCG's technical requirements. The following table summarizes our work by year.

Year	Total Number of Pipe Segments	Total Length (LF)
2015	31	4,700
2016	49	8,000
2017	15	2,600
2018	61	9,700

### Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2

#### ■ City of Chattanooga, Tennessee

Stantec assisted the City with the design, bidding and construction administration for the replacement/rehabilitation of approximately 5,500 linear feet of gravity trunk sewer ranging from 12 to 18 inches in diameter. The project is part of the City's federal Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Originally anticipated to be abandoned in lieu of a new pump station, we evaluated the existing sewer's condition and demonstrated that improvements to the existing trunk sewer would yield a more cost-effective, longer-term solution. Design of sewer improvements



Close proximity of the City's trunk sewer to the Tennessee River and South Chickamauga Creek presented significant constructability challenges to address during the design effort.

included pipe replacement, installation of cured in place pipe (CIPP) liner, installation of water-tight manhole covers, and manhole rehabilitation with polymer resin-based liner.

Located in the floodplain overbank area for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Along most of its length, the existing sewer is within 50 feet of the water's edge, and in some areas less than 20 feet. The ground along the existing sewer was very soft, limiting heavy vehicle access to the area to construct sewer improvements. The entire project area was also heavily vegetated and subject to frequent inundation. To combat the adverse site conditions and meet environmental permitting requirements, design documents mandated that a timber mat access road be constructed to facilitate construction of sewer improvements. Contractor storage areas were also required to be outside of the 100-year floodplain, and limited access areas were identified to minimize tree removal and loss of vegetation in the water quality stream buffer area.

Our scope of work included field surveying, CCTV inspection of the existing trunk sewer, preliminary design, easement services, environmental assessment and permitting, utility coordination, archaeological and architectural survey, detailed design, opinion of probable construction cost, bidding support, resident project representation (RPR) services, construction administration, and preparation of record drawings.

## **Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve**

■ City of Chattanooga, Tennessee



Stantec has a master service agreement with the City to provide design, bidding, and construction administration services for wastewater conveyance projects. Projects under this contract are part of the City's federal Consent Decree, and require diligent adherence to fixed regulatory deadlines or the City will be subject to financial penalties. Based on our performance on our first assignment (Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2), we were asked to provide design, bidding, and construction services for a second wastewater conveyance project (Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve Road).

We are performing preliminary design to evaluate rehabilitation, replacement, and/or the addition of linear storage to restore hydraulic capacity of the existing trunk sewer along Hamill Road, and to eliminate frequent sanitary sewer overflows (SSOs) along Creekside Preserve Road.

Once the preliminary design is complete, we will prepare detailed design drawings, prepare an opinion of probable construction costs, coordinate with affected utility companies, provide bidding support, prepare permit applications, and provide construction administration and resident project representation (RPR) services.

## Shelby Park Area 3 Collection System Rehabilitation Design

■ Nashville Metro, Nashville, Tennessee

Stantec was one of 18 firms chosen by the Metropolitan Government of Nashville to assist with their Overflow Abatement Program (OAP). The OAP consists of preparing plans and specifications to address the rehabilitation of sanitary sewers within a large portion of the City, enhancing the conveyance of several large sewers, constructing large equalization facilities to attenuate peak flows at key locations within the collection system, and upgrading several of the City's pumping stations.



We designed wastewater gravity sewer rehabilitations/replacements to support Nashville Metro's Consent Decree-mandated capital improvement program.

We were charged with the design of capital sewer improvements for the Shelby

Park Area 3 drainage basin that serves approximately 800 homes in a well-established neighborhood. It required a design that minimized disturbance to existing fences, landscaping, and mature trees. The project had specific inflow and infiltration (I&I) removal targets to make sure that ongoing capital improvement projects in other areas of the sewer system would be adequately sized to eliminate sanitary sewer overflows and achieve compliance with the City's OAP.

The Shelby Park drainage basin contains approximately 260 manholes, 266 line segments consisting of 46,440 linear feet of 8-inch vitrified clay sanitary sewer, 440 linear feet of 10-inch vitrified clay sanitary sewer, and 2,020 linear feet of 15-inch concrete sanitary sewer.

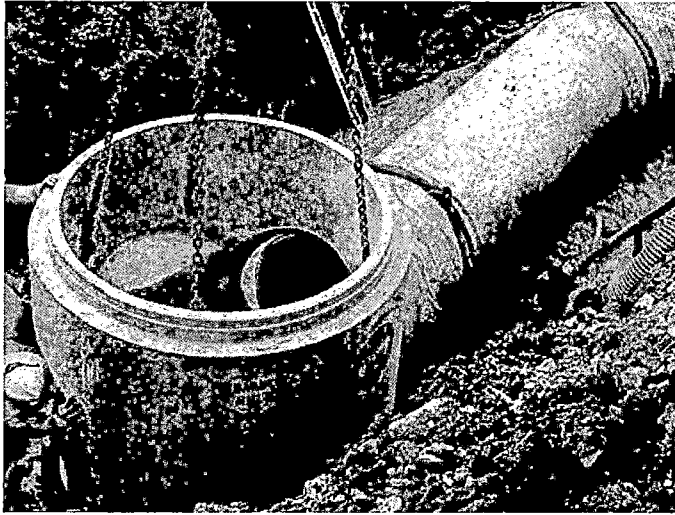
We prepared rehabilitation/replacement/repair design drawings for sewers, manholes and service laterals within Nashville Metro right-of-way and easements; identified, surveyed and designed sewers requiring replacement or point repairs; prepared documents for permits and easement acquisition; prepared erosion control, traffic control and restoration plans; prepared design documents for stormwater assets that may be impacted by sewer rehabilitation efforts; and provided technical assistance during bidding and construction.

The project was driven by federal Consent Decree and required strict adherence to established deadlines to maintain the City's good standing with the regulators, and to avoid stipulated penalties. We submitted all deliverables on time and completed our work within the assigned budget.

## Bold Face Creek (CSO 419) Sewer Separation

■ Metropolitan Sewerage District of Greater Cincinnati, Ohio

Stantec was retained by Cincinnati MSD for the planning, design, and implementation of green infrastructure and sewer separation to reduce the frequency and magnitude of combined sewer overflows as outlined in the community's revised EPA wet-weather Consent Decree.



We designed the replacement of approximately 25,000 linear feet of wastewater gravity sewer to support separation of combined sewers.

The Bold Face Creek watershed covers a four-square-mile urban area with historical Ohio riverfront, steep river bluff, and upland urban development areas. CSO 419, at the outlet of the basin, is one MSD's largest, discharging approximately 700 MG in a typical year.

We explored a wide range of potential solutions, including separating and daylighting of streams conveyed through historical combined sewers, construction of separate storm sewers, construction of bio-retention cells maximizing infiltration, disconnecting downspouts, treatment, and consideration of grey water equalization. Balancing environmental, social, and economic impacts, we determined the best combination of elements to satisfy MSD's goals, which included a reduction of annual overflow volumes by 85%, and emphasis on sustainability using a triple-bottom line approach.

Highlights of our recommended solution include separating 75% of the sewershed, using a combination of green and gray elements, and daylighting 2.9 miles of streams. We also recommended relocating the CSO 419 regulator and installing a gravity interceptor extension. When fully implemented, 18 miles of new storm sewer will be constructed, 2,800 downspouts will be disconnected from the combined sewer, and CSOs 420 and 421 will be eliminated at an estimated construction cost of \$11M.

We have completed design of Phase 1 of the recommended solution. Phase 1 included replacement/relocation of approximately 25,000 linear feet of gravity sewer ranging in diameter from 12 inches to 60 inches. The design also included relocating the CSO regulator structure.

## Camp Taylor Wastewater Sewer Replacements Design

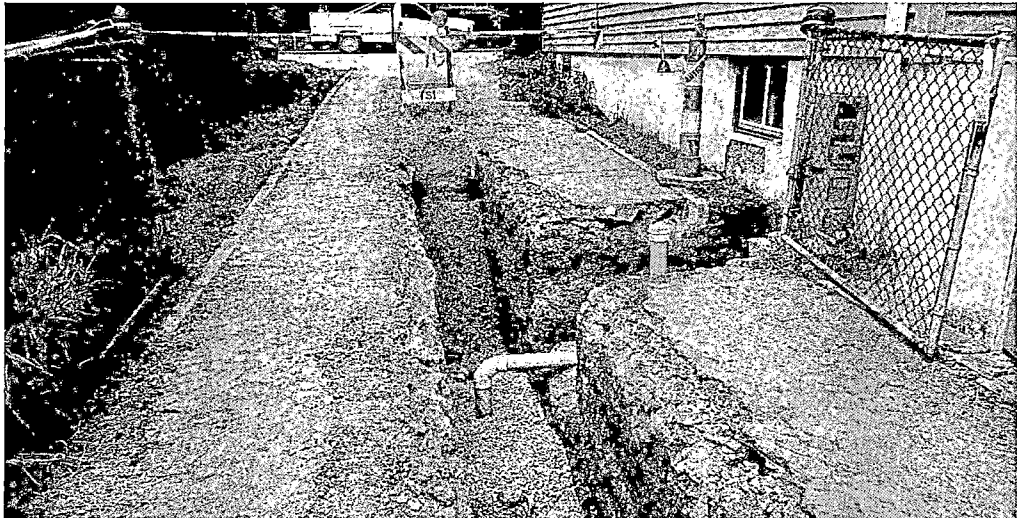
■ Louisville and Jefferson County Metropolitan Sewer District,  
Louisville, Kentucky

The Camp Taylor neighborhood was hastily constructed at the onset of World War I as troop barracks and was converted to private residential housing after the war ended. Subsequent infill development occurred during the 1920's and much of the original infrastructure remains. A large portion of the sewer system was constructed without consideration for the infill development, and consequently many of the sewers in the area are poorly aligned with pipes located within/below residential basements. The age of the system and access issues had contributed to long-standing sanitary sewer overflow and maintenance issues.

Stantec was retained to perform a detailed condition assessment and develop rehabilitation/replacement recommendations. A sanitary sewer evaluation survey was performed on approximately 145,000 linear feet of gravity sanitary sewer ranging in diameter from 4 inches to 16 inches. Recommendations included relocating more than 40,000 linear feet of sewer to easements or public right-of-way, rehabilitating 28,000 linear feet of sewer; and disconnection of downspouts, catch basins and yard drains. Proposed improvements were estimated to reduce wet weather inflow/infiltration by approximately 1.5 million gallons per day.

We developed design drawings and construction documents for replacement of trunk sewers serving 375 homes. Due to the existing sewer's poor alignment, much of the new sewer needed to be realigned. For many homes, the sewer was relocated from the backyard to the street in front of the property, resulting in a design that included reconfiguring/replacing service laterals to connect properties to the relocated sewer.

In addition to providing detailed design, bidding and construction administration services, we coordinated with local utilities to address utility conflicts, prepared easement plats, inspected basements in most homes, performed hydro-excavation of utilities, and conducted a historic assessment study.



Relocation of Louisville MSD's sewer from the backyards to the street necessitated reconfiguration and replacement of private sewer laterals.

## Knowledge of LFUCG

### Experience Working with LFUCG and the Division of Water Quality



Our Project Manager was very involved in LFUCG's Trunk Sewer Studies, Sanitary Sewer Assessments, initial RMP development, RMP Design Contracts, and Capacity Assurance Program. **He brings a wealth of knowledge about your sewer system and Consent Decree objectives.**

Stantec has a 30+ year history working for LFUCG and the Division of Water Quality (and the former Division of Sanitary Sewers). Our Project Manager, Joe Herman, has been working on projects for LFUCG since 1997. He has been involved in your wastewater program from the Trunk Sewer Studies completed in the late 1990's/early 2000's (the precursor to your RMP), to the comprehensive Sanitary Sewer Assessments of your sewer system, to assisting in the development of your approved Remedial Measures Plan and implementation of your Capacity Assurance Program. Joe offers a wealth of institutional knowledge of your wastewater system and a unique perspective on the history of how it has led to today.

We purposefully assigned the individuals identified in our organizational chart (see Local Resources/Capacity of the Firm section) based on their specialized expertise, proven track record on your projects, and positive working relationships working with LFUCG and the Division of Water Quality (DWQ). The table on the following page summarizes our key individuals and their role in the LFUCG projects we listed in the Past Performance/Experience section of this submittal. Stantec was the prime consultant on all the wastewater conveyance projects listed.

Wastewater conveyance projects are rarely limited to just sanitary pipes and manholes. They generally involve pavement restoration, traffic control plans, stormwater and other utility relocation design, permitting, subsurface investigations and laboratory testing. They can also involve geotechnical engineering where sewers require deep excavations, involve karst geology or must be installed by trenchless methods. **Stantec has professionals in our Lexington office who can provide all these services, and we routinely do so for LFUCG.** As a result, we are very familiar with local and state design standards, regulatory permitting requirements, and the local geology.



We have a **positive working relationship with Hazen** through our involvement on the initial RMP development and in our role as LFUCG's Capacity Assurance Program Consultant.

We understand that your Remedial Measures Program Management Consultant (Hazen) plays an important role in ensuring that RMP projects adhere to LFUCG's design standards and are completed within Consent Decree-mandated deadlines. Stantec has a positive working relationship with your RMP PMC. In addition to partnering with Hazen on initial RMP development, we routinely work together at RMP pre-design meetings for the more complicated projects, and we regularly coordinate with them in our role as your Capacity Assurance Program Management Consultant.

<b>Wastewater Conveyance Projects for LFUCG</b>		<b>Key Individual/Role</b>	<b>LFUCG Contact</b>
<b>RMP</b>	New Circle Road A & B Trunk Sewer Replacement	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Bret Lavey – QA/QC Adam Garner – Project Engineer John Magner – Project Engineer Dave Leonard Tree Service – Arborist Leak Eliminators – Hydro-Excavation	Bob Peterson (DWQ)
	UK Trunk B (Newtown Pike Extension)	Jason Bricker – Lead Engineer Bret Lavey – Design & QA/QC	Andrew Grunwald (Division of Engineering)
<b>Non-RMP</b>	Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Adam Garner – Project Engineer John Magner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Record Drawings for Sanitary Sewer Improvements (2015 – 2018)	Joe Herman – Project Manager Jason Maxwell – Lead Engineer John Magner – Project Engineer Adam Garner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement	Joe Herman – Lead Engineer	Charles Martin (DWQ)
	Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements	Joe Herman – Lead Engineer	Charles Martin (DWQ)

### **Knowledge of Your RMP and Wastewater Conveyance System**

Stantec has an unmatched understanding and knowledge of Lexington's RMP and wastewater conveyance system.





- **We led your Sanitary Sewer Assessments (SSAs)**, the largest field investigation and condition assessment ever performed by LFUCG on their wastewater conveyance system. Trunk sewer condition information and inflow/infiltration contributions identified during the SSAs were utilized to assist in RMP project formulation. Information collected during the SSAs is also routinely used by DWQ to guide annual inflow and infiltration reduction efforts.
- **We were one of three primary team members responsible for the development of the approved Remedial Measures Plan.** In addition to leading project formulation in the North and South Elkhorn Watersheds, we assisted in vetting the triggers and performance criteria that governed RMP project formulation in all the watersheds.
- **We were awarded RMP Design Contracts** for Wet Weather Storage Facilities, Dig and Replace Pipelines, Stormwater, and Rehabilitation. We are familiar with your RMP design requirements and project expectations.
- **We developed and are responsible for the ongoing implementation of your Capacity Assurance Program (CAP).** In this role, Stantec is responsible for providing hydraulic modeling support for all RMP projects to verify adequate capacity can be certified. As a result, we have a comprehensive understanding of your RMP objectives, performance criteria, and schedule.



**We've been your trusted partner since Day 1** - from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs.



## Knowledge of the Town Branch and Wolf Run Sewersheds

The map on the following page highlights the completed and remaining RMP projects in the **Town Branch and Wolf Run Sewersheds**. Completed projects are shown for reference only—we understand that design and construction of those RMP projects is ongoing or completed. Projects marked as remaining will be designed by the Watershed Project Team 1 consultant.



Sewer systems are dynamic. New development increases sewage base flows. Pipes and manholes deteriorate over time, often resulting in increases in wet weather flow contributions. Sewer rehabilitation, flow diversions, and other wastewater capital improvements also can impact hydraulic capacity in the sewer system.

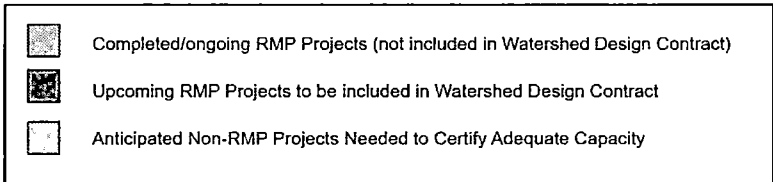
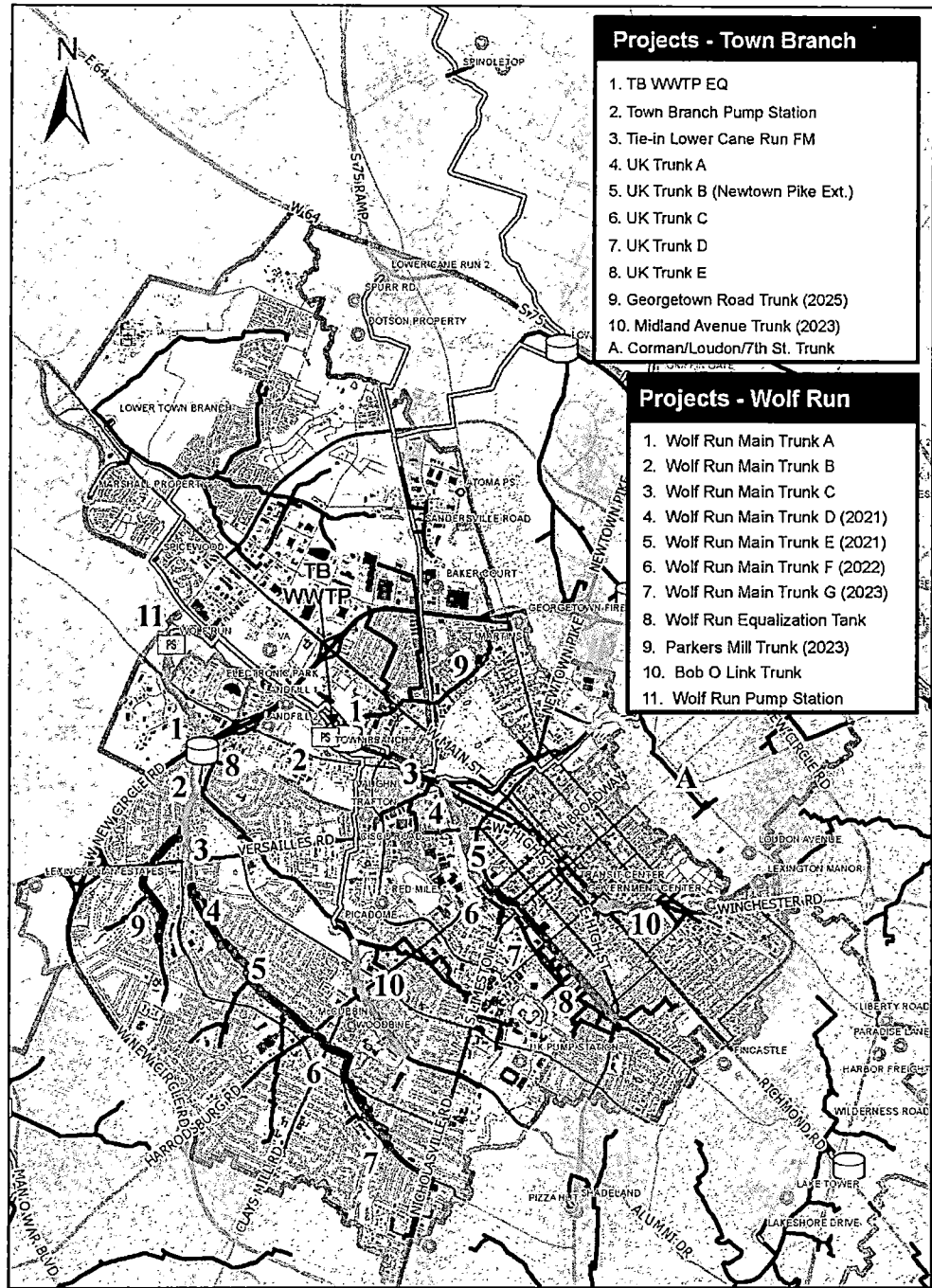
Our work on your SSAs, RMP and CAP has given us a familiarity and understanding of the specific wastewater system challenges in all of Lexington's major Sewersheds that is hard to match.

Wet weather flows in the wastewater conveyance system have increased in some areas since development of the RMP. The following map also illustrates those projects that are not in the approved RMP, but are anticipated to restore adequate capacity in Lexington's wastewater conveyance and transmission systems and eliminate SSOs. Stantec assisted LFUCG in identifying and preliminary sizing/evaluating the anticipated projects. DWQ is still vetting the anticipated projects and they should be considered provisional.

While not explicitly shown in the figure, some of the remaining RMP projects may no longer be necessary or may be reduced in size/scope. This is attributable to successes in removing inflow/infiltration from wastewater collection system rehabilitation efforts and further refinement/improvement of the hydraulic model to more closely emulate actual sewer behavior. Cancellation of these projects is subject to regulatory approval and LFUCG must demonstrate that adequate capacity has been restored such that the projects are no longer necessary.

With a continuously staffed office in Lexington since 1969, Stantec has completed hundreds of infrastructure projects in all seven of Lexington's major sewersheds (and Boone Creek). Additionally, our work on your SSAs, RMP and CAP has given us the opportunity to work in all of Fayette County's sewersheds and increased our knowledge/awareness of the specific wastewater conveyance system challenges in each.

# RMP Projects in the Town Branch & Wolf Run Sewersheds



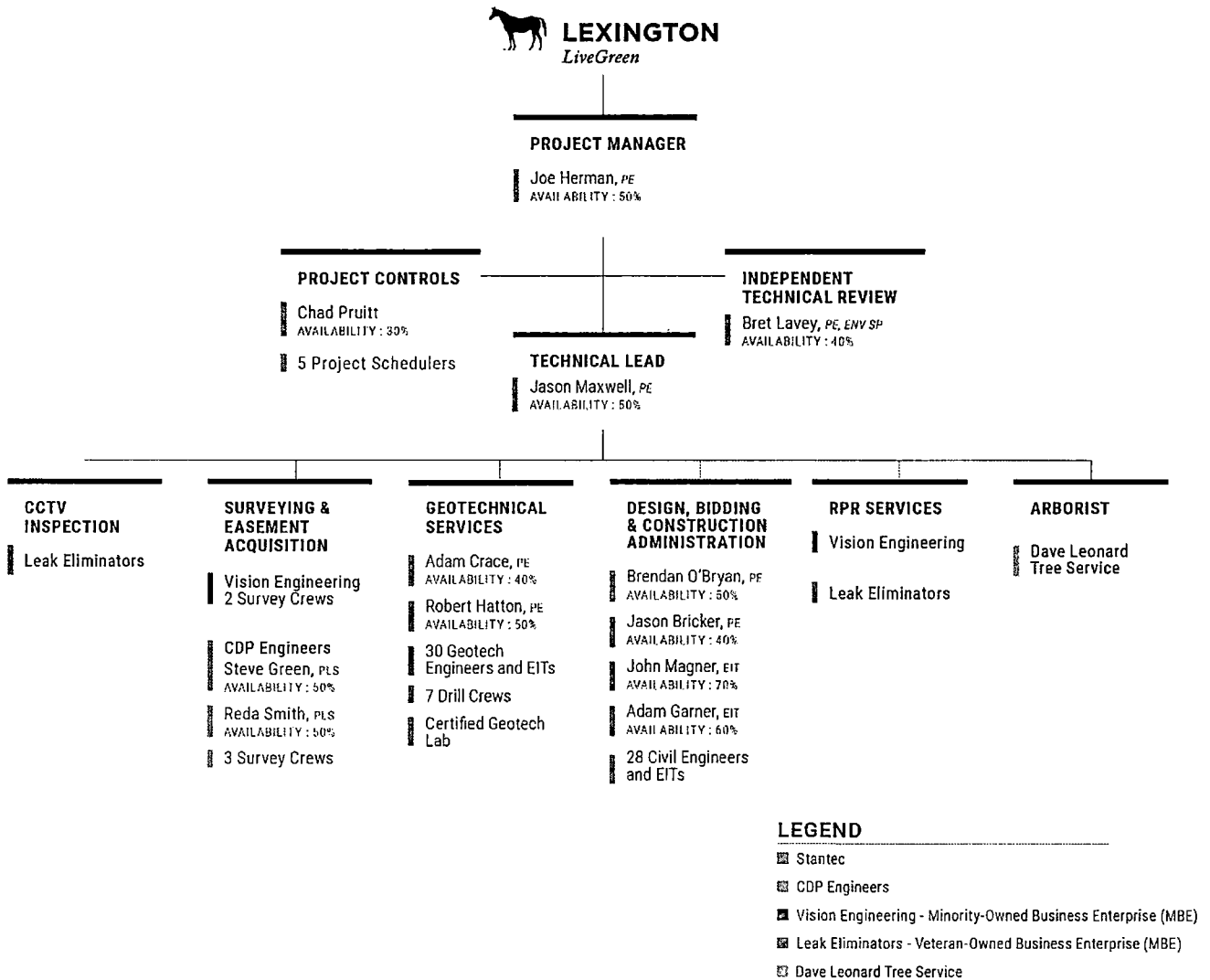
# Local Resources/Capacity of the Firm



This team uses **100%** local personnel and staff resources

The following organizational chart identifies key team members and their roles associated with the design of your RMP wastewater conveyance projects. We carefully selected these key personnel based on their expertise and experience successfully completing similar projects for LFUCG and other municipal/utility clients. **You'll find resumes for our key personnel at the end of this section.**

Every project identified in the Past Performance/Experience section of this proposal was completed by one or more of the people listed in our organizational chart.



As you can see below, every firm that comprises our team is local. In fact, every team member in our organizational chart is local, and 100% of the work under this contract will be completed with local resources.

<b>Stantec</b>	3052 Beaumont Centre Circle Lexington, KY 40513
<b>Vision Engineering</b>	128 E. Reynolds Road, Suite 150 Lexington, KY 40517
<b>Leak Eliminators</b>	330 Lisle Industrial Avenue Lexington, KY 40511
<b>CDP Engineers</b>	3250 Blazer Parkway Lexington, KY 40509
<b>Dave Leonard Tree Specialists</b>	544 Old Frankfort Pike Versailles, KY 40383

### Project Manager — Joe Herman, PE

Located in Stantec’s Lexington office, Joe has been working on LFUCG projects since 1997. He has a proven track record of fiscal responsibility, and a perfect record of delivering your Consent Decree projects on time.

Our team includes a **dedicated project controls specialist**, Chad Pruitt, who will help Joe track and manage each project assignment. By proactively managing individual design and construction milestones, we’ll be able to identify critical path items and potential delays early on, increasing the success rate for potential corrective action plans.

### Capacity

We know how important it is to meet the regulatory deadlines for your RMP projects. That’s why we specifically structured our team to execute multiple projects simultaneously, and we assigned resources with capacity in mind. Additionally, **we built redundancies into our team** in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays.

We have included a couple of items in our organizational chart to help you evaluate our team’s capacity:

- Additional local resources for each discipline to support your projects; and
- Availability of named individuals. Based on their current assignments, availability will increase over time as they wrap up those project commitments.



Look inside the front or back cover for a full-size view of our local bench strength.

Joe J. Herman PE

Project Manager



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Joe has 24 years' experience (22 with Stantec) in the assessment, design, and management of municipal infrastructure. He is one of Stantec's subject matter experts in wet weather programs with relevant project experience in inflow/infiltration (I/I) investigations, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydraulic modeling, and engineering design. Joe is currently a member of NASSCO's Infrastructure Assessment Committee.

## **EDUCATION**

MS/BS Civil Engineering, University of Kentucky

## **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

## **RELEVANT REGISTRATIONS**

Professional Engineer – Kentucky (#21254)

## **PROJECT EXPERIENCE**

Focused SSES & Rehabilitation South Chickamauga Creek – Phase 2, Chattanooga, Tennessee

Joe was the Project Manager for the rehabilitation/replacement of approximately 5,500 linear feet of sanitary sewer trunk sewer ranging in size from 12-inch to 18-inch diameter. Located in the floodplain for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Project was part of City's Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project

challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Manager for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Elkhorn Park and Radcliffe Neighborhood Sanitary Trunk Sewer Rehabilitation, Lexington, Kentucky

Lead Engineer for the replacement of approximately 3,500 linear feet of gravity trunk sewer for the Lexington Fayette Urban County Government (LFUCG). Project designed to eliminate chronic SSOs as part of LFUCG's Trunk Sewer Studies (pre-cursor to RMP).

# Chad Pruitt

Project Controls Analyst



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Chad provides financial and schedule management support to project managers across various programs. Resource-defined, time-phased schedules are developed and maintained to identify and mitigate project risks by successfully controlling both cost exposure and deliverable timeliness. Earned Value Management (EVM) principles and techniques are utilized to provide forecasting, spending trends, and root cause analysis of variances.

Chad is proficient in Oracle, SAP, Primavera P6, Deltek Cobra, Microsoft Office products, and holds a Lean Six Sigma Green Belt Certification. He also has in-depth knowledge of Federal Acquisition Regulations (FAR), cost accounting standards, and federal budget processes.

## EDUCATION

MBA, University of Kentucky

BBA, Finance, University of Kentucky

## PROJECT EXPERIENCE

Mobile Area Water and Sewer System (Project Controls Lead)

Supported program management by providing financial analysis of program costs and schedules using advanced Earned Value Management concepts, including the identification of critical path activities, obligations, risks, performance drivers, spending trends and root causes of variances.

Mid-Breton Sediment Diversion, Baton Rouge, Louisiana (Project Controls Analyst)

Chad provided a full complement of project controls services for a \$35 million, multi-year development. Responsibilities include bi-weekly schedule updates in Primavera P6, bi-weekly financial analysis, Earned Value Reporting, manpower charts and staffing skills mix.

Coal Combustion Residuals Programs, Tennessee (Project Controls Analyst)

Chad provided a full complement of project controls services for Stantec's TVA Coal Combustion Residuals Program valued at \$150 million, with annual revenues of \$25 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Dam Stability Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Dam Stability Program valued at \$15 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Wastewater Treatment Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Waste Water Treatment Program valued at \$45 million.

Lockheed Martin Corporation\*, (Project Controls)

Supported program management by providing financial analysis of program costs using advanced Earned Value Management concepts, including the identification of obligations, risks, performance drivers, spending trends and root causes of variances.

\* denotes projects completed with other firms

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Bret has over 14 years' experience (all with Stantec) in the evaluation, design, and planning of water, stormwater and wastewater infrastructure. He has been assisted LFUCG in several of your Consent Decree obligations, including: the Sanitary Sewer Assessments (SSAs), Capacity Assurance and Remedial Measures Programs. Bret is a certified Envision Sustainability Professional and understands the triple-bottom line approach to solving complex water resources problems – balancing the environmental, social, and economic objectives of a project.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

### **REGISTRATIONS**

Professional Engineer – Kentucky (#27348)

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Bret performed Independent Technical Review of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

UK Trunk B (Newtown Pike Extension), Lexington, Kentucky

Stantec designed this RMP project in conjunction with the roadway improvements in the Davis Bottoms area. Improvements required the relocation of two existing sanitary trunk sewers (18-inch and 27-inch). Bret was responsible for design of the siphon sewer under Versailles Road and QA/QC of the other portions of the sanitary sewer replacement.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Independent Technical Reviewer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF for LFUCG.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Bret was the Project Manager for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Fort Knox Water, Storm and Wastewater Improvements, Hardin County, Kentucky  
Bret was the Project Manager for the development and design of a \$20M capital improvement program for Hardin County Water District No. 1 (HCWD1). Projects completed in this plan included wastewater and stormwater conveyance, as well as potable water system improvements.

Remedial Measures Plan Program Management Consultant, Lexington, Kentucky  
Stantec was part of a three-consultant firm team tasked with developing LFUCG's RMP. Bret was the Lead Engineer for Stantec responsible for: providing rehabilitation recommendations & prioritizations to reduce I&I, hydraulic modeling, capital plan development and solution alternatives analysis, and preparing planning-level cost opinions.



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Jason is a Senior Water Resources Engineer with specific project experience in sanitary sewer evaluation studies (SSES), hydraulic modeling, sanitary sewer rehabilitation, inflow/infiltration studies, and engineering design for municipal stormwater and sanitary sewer systems. He has over 10 years' design experience on LFUCG storm and sanitary sewer projects.

### **EDUCATION**

MS/BS, Bioenvironmental Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer, Kentucky #28686

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Jason was responsible for QA/QC of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky  
Lead Engineer for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual I&I Reduction Program.

Camp Taylor Sanitary Sewer Replacement and Design, Louisville, Kentucky (Project Engineer)  
Lead Engineer for the design of replacement of over 15,000 LF of 8-inch sanitary sewer and over 3,000 LF of 15-inch sanitary trunk sewer for the Louisville and Jefferson County Metropolitan Sewer District (Louisville MSD). Project was part of their federal Consent Decree.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky

Jason was the Lead Engineer responsible for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason was the Lead Engineer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Jason is the Lead Engineer for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

## Resume

## education

Eastern Kentucky University, 1982  
Bachelor of Arts Broadcasting

## registration + professional affiliations

Professional Land Surveyor/Kentucky Registration No. 3539  
Hazardous Waste Operations and Emergency Response

## experience + qualifications

Mr. Green has over 19 years experience which includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency of the use of traditional and state-of-the-art surveying equipment. Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

## relevant project experience

## Survey

Blue Grass Airport Sanitary Sewer System, Blue Grass Airport Corporation, Lexington, KY

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard’s Creek Sanitary Sewer Survey, Winchester Municipal Utilities

Tyner Waste Water Wetland, Jackson Co. Public School System

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Mellwood Pump Station & Force Main, Louisville MSD

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Camp Wallace WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Muddy Fork Interceptor SSO Project, Louisville MSD

300 at the Circle, Monarch Investment & Management Group

As-Built Drawings LFUCG SS Improvements, Stantec Consulting Services, Inc.

Camp Webb WWTP Replacement, Finance and Administration Cabinet

## Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon

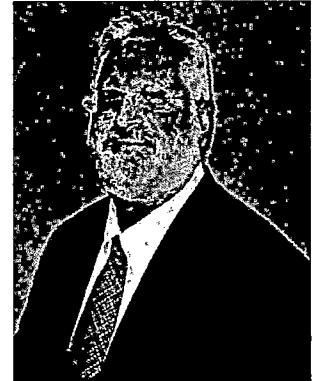
Hydromax USA-LFUCG Sanitary MH Inspection, Hydromax USA

Lebanon Sanitary Sewer GIS and Modeling Work, City of Lebanon, KY

## Storm Water - Survey

LexPark Stormwater Incentive Grant, LFUCG

Transylvania Water Quality Grant, Transylvania University



## Resume

## education

University of Kentucky, BSW Social Work, 1974

## registration + professional affiliations

Land Surveyor/Kentucky/Registration No. 3323

## experience + qualifications

Ms. Smith has worked as a staff surveyor on a wide variety of projects including boundary, photo control, and topographic and construction surveys. Her experience includes both conventional and GPS surveys, deed research, AutoCad drawings, right-of-way plats, and descriptions for utility easement acquisition. Ms. Smith has developed boundaries and rights-of-ways for numerous CDP projects. She is also proficient in the use of CADD and engineering software utilized by CDP Engineers, Inc.

## relevant project experience

## Survey

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard’s Creek Sanitary Sewer Survey, Winchester Municipal Utilities

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Owenton Research and Field Work – Kelly Court, Stantec Consulting Services, Inc.

## Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon



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Adam is a geotechnical engineer with over 27 years' experience overseeing subsurface inspections, laboratory testing, and geotechnical engineering analysis. His project responsibilities include slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep foundation analyses utilizing H-piles, drilled shafts and auger cast piles and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for utility infrastructure and roadways. He is familiar with the various geologic regions in Kentucky, including mitigation procedures in karstic environments like those present in Fayette County. Adam is also trained according to EM-385 requirements and proficient in both SCUBA and Surface-Supplied Air diving techniques and is a National Bridge Inspection Standards (NBIS)-certified bridge inspector.

## **EDUCATION**

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Professional Engineer #23443, Kentucky

## **PROJECT EXPERIENCE**

KY 3225 over Barren River Secant Scour Wall, Warren County, Kentucky

Project Manager responsible for geotechnical exploration and engineering for a secant scour wall to protect the spill-through slope on the KY 3225 bridge over Barren River. Exploration included 29 borings, 1,012 feet of NQ rock coring, 980 feet of rockline sounding, and approximately 330 feet of soil sample borings.

KY 56, Union County, Kentucky

Project Manager for the geotechnical services required to widen and strengthen over 5 miles of existing roadway and add two passing lanes on KY 56 between KY 360. Stantec advanced approximately 100 borings in the vicinity of the roadway to determine depth to bedrock and typical soil characteristics. One of the more challenging portions of the project was the soil cut slope Bald Hill that approached a height of nearly 70 feet as measured from the roadway ditch to the daylight point of the slope. In addition, Stantec developed structure reports for seven culverts located along the alignment.

Louisville Southern Indiana Ohio River Bridges - East End Approach, Louisville, Kentucky

Stantec was selected as a part of the design team for the geotechnical aspects of the East End Approach which includes the Louisville Tunnel Project. Mr. Crace was the Senior Project Engineer supervising the field exploration in an area where property owner sensitivity to design and construction was a top priority. On this stage of the project, Stantec was responsible for several shoulder closures to complete the boring program. Mr. Crace coordinated portions of the drilling with a tunnel expert which included pressure testing of bedrock to estimate hydraulic conductivity, establishing observation wells and checking the borings for combustible gases.

Louisville Southern Indiana Ohio River Bridges - Kennedy Interchange, Louisville, Kentucky

Mr. Crace was the Senior Project Engineer responsible for coordinating the subsurface exploration, which included the coordination with various public and private property owners. The project included the completion of over 400 borings near within downtown Louisville. Mr. Crace served as the engineer responsible for reports, recommendations and analyses development on approximately 11 bridge reports and 19 retaining walls. The analyses included external retaining wall analyses, settlement profiles, slope stability analyses, lateral squeeze analyses, deep foundation analyses of friction piles and/or shafts, driveability analyses, negative skin friction analyses, and shallow foundation analyses on rock and soil.

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Robert is a Geotechnical Engineer with experience in the evaluation and analysis of various water and wastewater infrastructure. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and slope stability and seepage analyses. Robert is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. Robert is also well-versed in providing engineering during construction services on complex civil, structural, and geotechnical construction projects. He has experience with foundation improvement theories, technologies, and methods of implementation. His expertise includes proficiency with various slope stability and deformation analysis software, including GeoStudio and Surface Deformation Prediction Software.

### **EDUCATION**

MS/BS, Civil Engineering University of Kentucky

### **REGISTRATIONS**

Professional Engineer #33283, Kentucky

### **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Robert assisted in the subsurface exploration to support replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Geotechnical investigation included collecting rock and soil information necessary to support a installation of the replacement sewer under Main Street using trenchless/tunneling construction methods.

Jacobson Park Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole in Jacobson Park for LFUCG's Division of Parks. Investigation was performed to verify limits of sinkhole and assist LFUCG in assessing risk.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Robert is the geotechnical engineer assigned to perform the subsurface exploration for replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter and will include several segments that are to be constructed by trenchless/tunneling methods.

Coldstream Sinkhole Investigation, Lexington, Kentucky

Robert led the geotechnical exploration of a sinkhole near Coldstream Park to support one of LFUCG's Stormwater Incentive Grant projects. Sinkhole was discovered during construction of storm water quality improvements. Robert oversaw the excavation of the sinkhole to evaluate subsurface drainage paths, developed treatment design to stabilize it, and oversaw the construction of recommended treatment.

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Brendan is a Design Engineer with experience in the planning, design and construction of water and wastewater infrastructure. His duties have included stormwater engineering, erosion control design and inspection, water supply engineering, hydrologic and hydraulic modeling, technical writing, project permitting and construction inspection. He is well versed in the use of several engineering and design platforms including XP SWMM, EPANET, EPA SWMM, ArcGIS, AutoCAD and HEC-RAS.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

BS, Physics, Centre College

### **CERTIFICATIONS & TRAINING**

Trenching and Excavation Competent Person Training

OSHA Confined Space Training

### **REGISTRATIONS**

Professional Engineer #062-069317, Illinois

Certified Floodplain Manager #IL-16-0077

### **PROJECT EXPERIENCE**

Elm & Earlston Drainage Improvements, Village of Downers Grove, Downers Grove, Illinois (Design Engineer)\*

Design Engineer for this location with minimal stormwater infrastructure, impacted by rainfall exceeding the two-year recurrence interval. V3 provided a recommended design including storm sewer improvements in each of the roadway sections and stormwater improvements along the flow path. Brendan performed hydrologic analysis and created hydraulic models of both the existing system and proposed improvements.

Roberts & Williams Drainage Improvements, Village of Woodridge, Woodridge, Illinois (Project Engineer)\*

Project Engineer for project to improve stormwater conveyance and protect homes impacted by 25-

year storm events. Project included development of several preliminary design alternatives and cost estimates and provided final engineering design. Brendan performed hydrologic and hydraulic modeling, assisted in alternatives development, and preparing construction cost estimates and final engineering plans.

Tri-State Tollway (I-294) Widening and Rehabilitation, Illinois Tollway, Schiller Park, Illinois (Design Engineer)\*

Design Engineer providing Phase II design engineering services for the widening and rehabilitation of nearly two miles of I-294 from the new Elgin-O'Hare/Western Access system interchange to the O'Hare Oasis. Stormwater design included detention for the additional fifth travel lane in each direction, floodplain modeling and compensatory storage for Silver Creek crossing I-294 and roadway design to avoid impacts to regulatory floodway along each of the oasis ramps. Brendan was responsible for storm sewer design and detention modeling, stormwater calculations and preparation of construction and maintenance of drainage plans.

2015-2018 Ancillary Sewer Program, City of Chicago Department of Water, Chicago, Illinois (Design Engineer)\*

Construction Inspector for a sewer improvement program divided into three sections; each with its own contractor and contract documents.

\* denotes projects completed with other firms

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As a senior project manager with more than 20 years of experience, Jason has worked on all types of municipal infrastructure and highway projects throughout Kentucky. He has specialized experience in roadway and pavement design, utility relocation design, and traffic engineering. He brings his roadway expertise and experience to our wastewater conveyance design team. Jason is well-versed in LFUCG's and KYTC's technical design requirements and was the design engineer for the UK Trunk B RMP project completed as part of the Newtown Pike Extension roadway improvements.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **REGISTRATIONS**

Professional Engineer #22536, Kentucky

### **PROJECT EXPERIENCE**

**US 68 (Harrodsburg Road) Widening, Lexington, Kentucky**

Project Engineer responsible for design of a double crossover diamond interchange (DCD-first in Kentucky) for the widening of Harrodsburg Road at the New Circle interchange. The existing roadway had two through lanes and single left turn lanes. The project was physically constrained by the existing right-of-way at the New Circle Road bridge. Shared use paths have been incorporated in the final design to accommodate pedestrian and bicycle traffic.

**KY 32 Reconstruction, Rowan County, Kentucky**  
Project Engineer leading the design of the Phase I assisted with the initial design and layout of alternatives which included utility avoidance, right-of-way impacts, maintenance of traffic, and public involvement. To minimize right-of-way impacts within the project area, a three-lane urban section is being designed but transitions to a three-lane rural section where business and residential entrances are spaced out and the terrain is better suited for a rural section.

**UK Trunk B (RMP Project) - Newtown Pike Extension, Fayette County, Kentucky**

Project engineer responsible for Phase II design of a new route from Main Street to Versailles Road, a length of 1.42 miles. The proposed typical is an urban template with raised median, curb and gutter, and sidewalks. The purpose of this project is to extend Newtown Pike, improve traffic flow in the central business district areas, and to provide improved connectivity from the University of Kentucky's central campus to the interstate system. The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts.

**US 31E Reconstruction Priority Section / Phase II Design, Nelson County, Kentucky**

Project Engineer responsible for the relocation/reconstruction of approximately 2.6 miles of existing rural two-lane highway to a two-lane initial/four lane ultimate facility from KY 509 to just south of Whitesides Drive. This project was designated as the "Priority Section" of the 14.6-mile corridor due to two high accident locations along this portion of the corridor. Duties for this project included management and preparation of construction plans, right-of-way plans and maintenance of traffic.

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John is a Water Resources Engineer-in-Training with project experience in municipal water infrastructure design, stormwater modeling and management, coal ash byproduct storage and FEMA Flood Insurance Studies. He is assisting Stantec in performing hydraulic modeling of LFUCG's RMP projects to verify they are designed and constructed to meet adequate capacity verification requirements. John has experience utilizing software applications including PCSWMM, AutoCAD Civil 3D, and geographic information systems (GIS) to aid in engineering design and analysis.

## **EDUCATION**

MBA, University of Kentucky

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Engineer-In-Training #15204, Kentucky

## **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

Sanitary Sewer Capacity Assurance Program, Lexington, Kentucky

Project Engineer responsible for calibrating the Lexington-Fayette Urban County Government's city-wide sanitary sewer model. Responsibilities includes updating the future-conditions model to incorporate planned improvements to the sanitary sewer system and calibrating the models to observed flow meter data in the Town Branch, West Hickman, and North Elkhorn sewersheds.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Rest Area Booster Station, Scott County, Kentucky

Responsible for assisting with the development of the plans and specifications for the demolition of an existing booster station. Project also included construction of a replacement booster station and new water mains in order to provide greater resiliency and flexibility in the system. This improves service to local industry and mitigates the impact of maintenance and potential emergency situations.

Interstate-75 Water Main Improvements, Scott County, Kentucky

Project Engineer responsible for assisting with the development of the plans and specifications for the installation of approximately 10,800 linear feet of water main in Scott County, Kentucky to improve service to local industry.



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Adam is a Civil Engineer in Training that has design and project experience in various civil/water resources related projects including municipal infrastructure, stormwater analysis, flow monitoring, floodplain studies, hydrologic modeling, and large excavations. He also brings in over two years of outside remediation experience, including soil and groundwater treatment, site supervision, and client communication.

## **EDUCATION**

Biosystems Engineering, University of Kentucky

## **CERTIFICATIONS & TRAINING**

Engineer in Training, Kentucky

## **PROJECT EXPERIENCE**

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Engineer responsible for assisting in the development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Floyd Drive Rehabilitation (RMP Project), Lexington, Kentucky

Project Engineer responsible for data collection and maintenance of micromonitors installed in LFUCG's wastewater system to isolate inflow and infiltration (I&I). Removal of I&I in the Floyd Drive area is identified in LFUCG's RMP. To date, LFUCG's rehabilitation efforts in the area have not achieved the wet weather flow reduction target needed to certify adequate capacity in the downstream trunk sewer.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

City of Covington Remediation Project for the Bill Cappel Sports Complex, Kenton County, Kentucky

Assisted in the analyzation of the City of Covington Landfill within Civil 3D to measure physical features and prepare opinions of probable construction costs. Quantified existing surfaces, utilities, and geographic components.

## References



Based on their level of professionalism and technical abilities, I would recommend them to any other agency...

—John Loechle, Louisville and Jefferson County MSD

We take great pride in providing value and a high level of service to our clients. **But don't take our word for it!** We encourage you to contact our clients directly for a first-hand account of our performance and quality of work. Following are four client references who can speak to our work on several wastewater conveyance projects identified in the Past Performance/Experience section of this submittal.

### Lexington-Fayette Urban County Government (LFUCG)

**Charles Martin, PE**, Director – Division of Water Quality  
(859) 425-2455  
[chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)

- Remedial Measures Plan (initial plan development)
- Manchester / RJ Corman Sanitary Trunk Sewer Replacement
- Annual Sanitary Sewer Record Drawings (2015 – 2018)
- Elkhorn Park Sanitary Trunk Sewer Replacement
- Newtown Pike Extension (Sanitary Sewer Replacement)
- New Circle A & B Sanitary Trunk Sewer Replacement

### Hardin County Water District No. 1 (HCWD1)

**Daniel Clifford**, Engineering Manager  
(270) 351-3222 (ext. 216)  
[dclifford@hcwd.com](mailto:dclifford@hcwd.com)

- Fort Knox Storm and Wastewater Improvements

### City of Chattanooga, Tennessee

**Eric Brooks, PE**, Engineering Manager – Waste Resources Division  
(423) 643-7492  
[ebrooks@chattanooga.gov](mailto:ebrooks@chattanooga.gov)

- Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve

### Kentucky American Water Company

**Adam Tilley, PE**, Project Manager Engineer  
(859) 335-3416  
[Adam.tilley@amwater.com](mailto:Adam.tilley@amwater.com)

- Owenton Sanitary Sewer Replacement Design
- Various Planning and Design Engineering Services (potable water)

# Hourly Rates

We have summarized hourly rates in the table below for all the local staff we anticipate will provide services on this contract. The names in **bold** are individuals listed in the organizational chart in the Local Resources/ Capacity of the Firm section. We will provide a complete listing of employee names, hourly rates and job titles for our 300+ local professionals upon request.

JOB TITLE	HOURLY RATE	EMPLOYEES/FIRMS	
Project Manager	\$200.00	<b>Joe Herman</b>	
QA/QC Reviewer	\$180.00	<b>Bret Lavey</b>	
Technical Lead	\$160.00	<b>Jason Maxwell</b>	
Senior Engineer	\$160.00	<b>Adam Crace</b> <b>Jason Bricker</b> Erman Caudill	Vince Severance Kip Anderson Luis Arduz
Senior Project Engineer	\$140.00	<b>Robert Hatton</b> Michelle Meehan Clayton Pennington	Matthew Armstrong Ben Halada Erin Mattmiller
Project Engineer (PE)	\$125.00	<b>Brendan O' Bryan</b> Anthony McGrath	Rachel Adams Cyrus Garner
Design Engineer (EIT)	\$115.00	<b>John Magner</b> <b>Adam Garner</b> Brenton Newswanger	Stephanie Kinler Charla Barnes Richard Shook
Project Control Specialist	\$130.00	<b>Chad Pruitt</b> Richard Hake David Baker	Edwin Fuerstein Robert Bebout Shajahan Mondai
CAD Technician	\$110.00	PJ Bond Adam Clinkenbeard Tracy Johnson	Renee Flynn Ben Shelton Brian Sams
GIS	\$105.00	Chase Clark Patrick Creager	Tara Maynard Daniel Eaton
Arborist	\$80.00	<b>Dave Leonard Tree Services</b>	
Registered Surveyor (PLS)	\$115.00	<b>Steve Green (CDP)</b> <b>Reda Smith (CDP)</b>	Rich Newton (Vision)
2-Man Survey Crew	\$140.00	<b>CDP Engineers</b>	<b>Vision Engineering</b>
Clerical	\$80.00	Nicole Miller	Rita Sartori
RPR Representative	\$55.00	Odus Baker (Vision) Tom Lambdin (Vision) Clay Tuckett (Vision)	Taylor Tatliff (Vision) Josh Cheney (Vision) Paul Tucker (Vision)

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Joseph J. Herman



STATE OF Kentucky

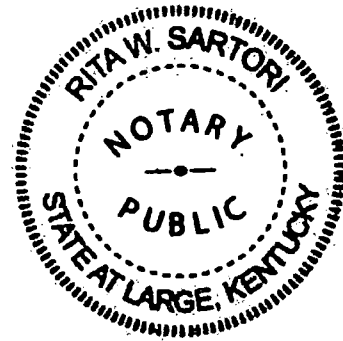
COUNTY OF Fayette

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

by Joseph J. Herman on this the 26<sup>th</sup> day  
of September, 2019

My Commission expires: August 25, 2022

Rita W. Sartori 607362  
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.

### 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.*

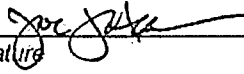
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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

\_\_\_\_\_



January 9, 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, citizenship status, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

### Affirmative Action Policy

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

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

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

### Application of Equal Opportunity and Affirmative Action Policies

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

### Workplace Harassment, Including Sexual Harassment

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





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

Zero Tolerance for Retaliation:

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

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

Obligations of Company Personnel:

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

Pay Transparency:

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

Responsibility for Implementation:

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

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

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

Gord Johnston, CEO, Stantec

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

Employee Data Report US - Employee Data 2014 Effective as of Date : '17-SEP-2019' Date of Report: 17-SEP-19 10.09.02 AM

US EEOC Category	Black or African American Male	Hispanic or Latino Male	Male	Female	Asian	Two or More Races Male	Male	Female	White Male	Female	NULL Male	Female	Grand Total
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	7	1	0	0	0	0	8
First/Mid Level Officials and Managers	0	0	0	0	0	0	1	0	0	0	0	0	1
Professionals	2	8	3	1	2	108	23	1	1	1	1	1	147
Technicians	0	1	0	1	0	27	8	0	0	0	0	0	37
Administrative Support Workers	0	0	0	0	0	4	12	0	0	0	0	0	16
Craft Workers	0	0	0	0	0	2	0	0	0	0	0	0	2
Operatives	0	0	0	0	0	2	0	0	0	0	0	0	2
Laborers and Helpers	0	0	0	0	0	10	0	0	0	0	0	0	10
<b>Grand Total</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>161</b>	<b>44</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>223</b>

Prepared by: Stantec's Information Management personnel Date: 9 / 17 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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: Stantec Consulting Services Inc.

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

Contact Name: Joseph J. Herman Title: Principal

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

Email address: joe.herman@stantec.com



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference #  RFP# 38-2019

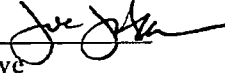
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval 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. <b>Vision Engineering, LLC</b> 128 East Reynolds Rd., Ste 150 Lexington, KY 40517 Jihad Hallany jhallany@visionengr.com 859-559-0516	DBE	Surveying & Easement Acquisition RPR Services	TBD	10% (anticipated)
2. <b>Leak Eliminators, LLC</b> 330 Lisle Industrial Ave. Lexington, KY 40511 Bruce Whitaker bruce@leakeliminators.com 502-352-3921	VBE	CCTV Inspection RPR Services	TBD	3% (anticipated)
3.				
4.				

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

Stantec Consulting Services Inc.  
Company

9/27/2019  
Date

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

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

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

#### A. Termination for Cause

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

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


#### B. At Will Termination

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

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



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

  
\_\_\_\_\_  
Signature

9/27/2019  
\_\_\_\_\_  
Date

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Change requirement from:**

That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.

The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??



Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current revolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.



Pre-proposal sign in sheets are attached.

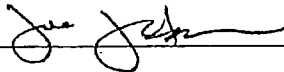


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.  
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.



On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?

Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" *if* the company has yet to select



firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

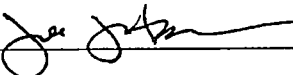


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

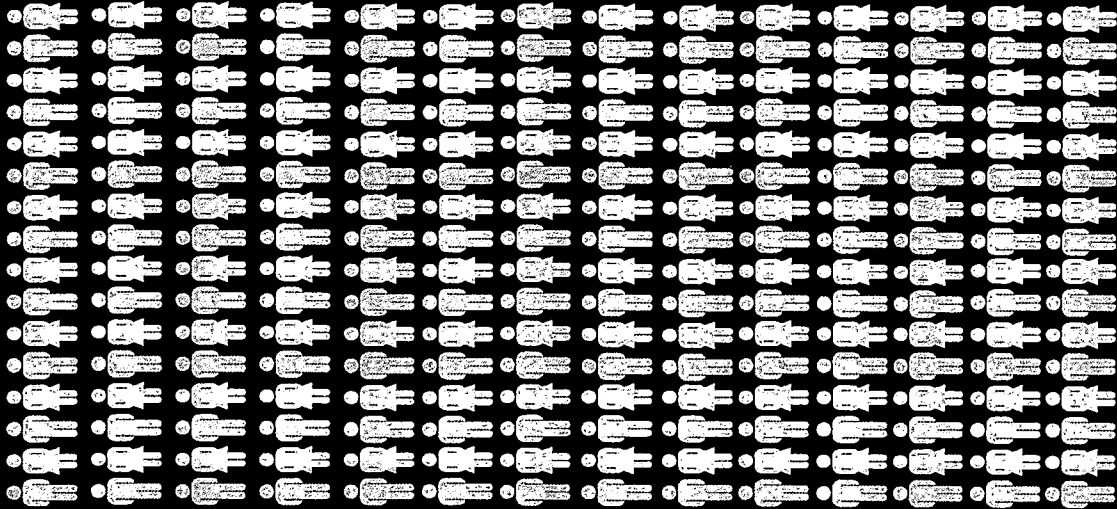
ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_



# 317+ LOCAL STAFF READY TO DELIVER

STANTEC:  
**224**



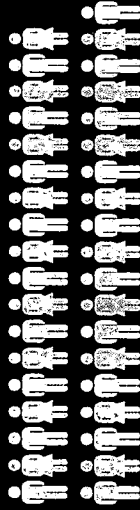
CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**







Design with  
community in mind



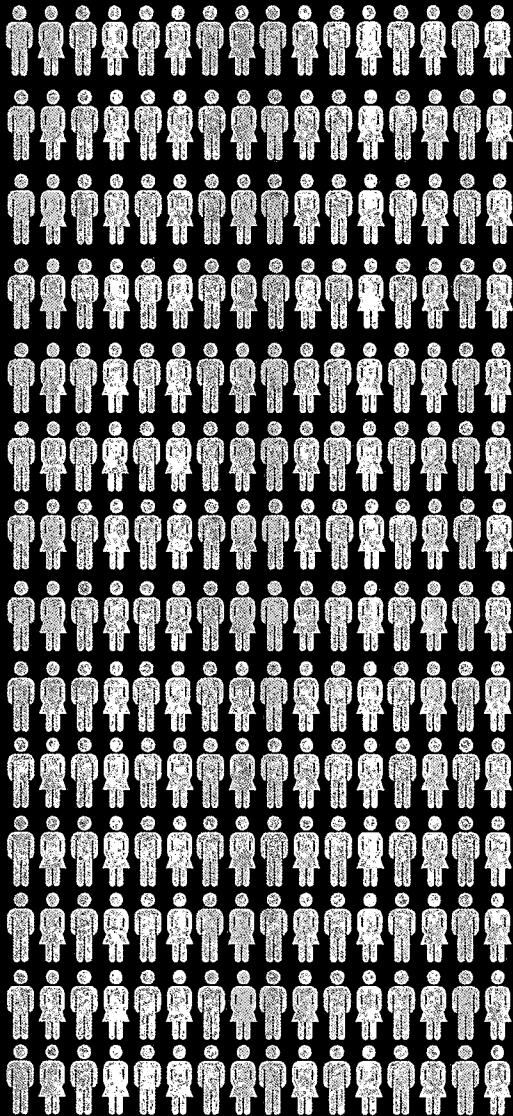
RFP # 38-2019, Qualifications for

**ENGINEERING  
SERVICES FOR  
SANITARY SEWER  
WATERSHED DESIGN  
WATERSHED PROJECT TEAM 4**

# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:  
**224**



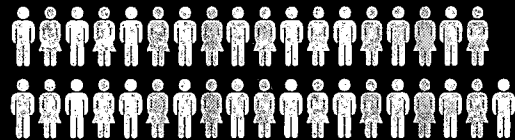
CDP ENGINEERS:  
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**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





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

September 27, 2019

**Attention: Todd Slatin – Purchasing Director**  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, Kentucky 40507

**Reference: RFP #38-2019 Qualifications for Engineering Services for Sanitary Sewer Watershed Design (Watershed Project Teams 1, 2, 3, & 4)**

Dear Mr. Slatin,

**Stantec Consulting Services Inc.** (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our team are **Vision Engineering, LLC** (Vision), **CDP Engineers, LLC** (CDP), **Leak Eliminators, LLC** (Leak), and **Dave Leonard Tree Specialists** (DLTS). Vision is a certified minority-owned business enterprise (WBE) and Leak is a Veteran-Owned Business Enterprise (VBE) with LFUCG. The Stantec team we are proposing for this contract is 100% local.

We will execute work on your project from our **Lexington office**. We have a local staff of more than 200 professionals, and we will provide all of the required skills/expertise needed to design your wastewater conveyance projects from this location.

To assist in your review, our proposal is organized to match the selection criteria identified in your RFP, and we have separated each section with tabs as required. The last section contains our required procurement forms and addendum acknowledgements.

The Stantec team offers LFUCG a number of distinct advantages:

- **A project manager you know with a proven track record on your Consent Decree projects.** Joe Herman will be your project manager on this contract. He successfully led your Sanitary Sewer Assessments (SSAs) and Capacity Assurance Program (CAP) and assisted in the development of your Remedial Measures Plan (RMP). Collectively, he has a perfect track record of meeting your regulatory deadlines!
- **A deep bench.** Our team has the capacity to fully execute the design of all your Watershed RMP projects from our local offices. The info-graphic on the inside cover of this proposal illustrates our local bench strength.
- **The right resources at the right location.** Wastewater conveyance design projects are rarely limited to just sanitary pipes and manholes. Stantec also offers full-service roadway design, traffic engineering, utility relocation design, permitting, geotechnical engineering, laboratory testing and drilling services from our local office. Additionally, our team members provide field surveying, easement preparation, hydro-excavation, arborist, and RPR services from their local offices.

- **An unparalleled knowledge of your RMP and the specific design challenges in each Sewershed.** We've been your trusted partner since Day 1 – from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs. We understand the challenges and performance objectives required for each project, and the lessons learned from completed RMP projects.
- **A team designed with schedule in mind.** We've built redundancy on our team in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays. We have also assigned a Project Controls Specialist to assist in proactively managing critical path items and promote early identification of schedule slippages to improve the success rate of potential corrective action plans.
- **Demonstrated fiscal responsibility your Consent Decree programs.** We completed the first five years of your System Capacity Assurance Program approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under budget and we routinely completed our RMP assignments below the budgets established by the Prime Consultant.
- **Personal commitment.** We take pride in our partnership with LFUCG and DWQ over the past three decades. The members of our team live in this community, and we all have a personal stake in your Remedial Measures Program's success.

If you have any questions regarding our submission, or would like to discuss our qualifications further, please do not hesitate to contact me.

Stantec Consulting Services Inc.



Joe Herman, PE  
Principal  
Office: 859 422 3043  
Cell: 859 806-9282  
Joe.Herman@stantec.com

# Table of Contents

<b>01</b>	Firm Qualifications	<b>21</b>	References
<b>04</b>	Past Performance/ Experience	<b>22</b>	Hourly Rates
<b>14</b>	Knowledge of LFUCG	<b>23</b>	Required Documents
<b>19</b>	Local Resources/Capacity of the Firm		

# Firm Qualifications



Stantec is the **largest** civil engineering consulting firm in Lexington

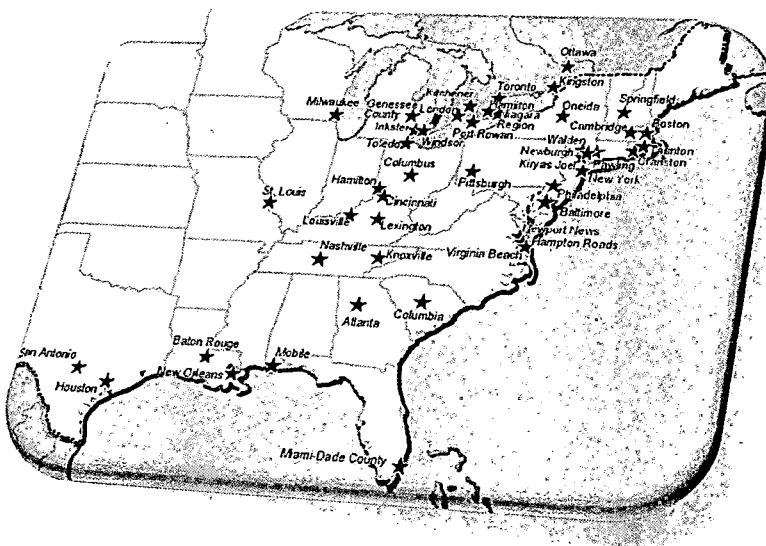
## About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record of providing quality wastewater, stormwater, and transportation services to LFUCG for more than 30 years.



Globally, we unite more than 22,000 employees in more than 400 locations across six continents. **Locally, we are the largest civil engineering consulting firm in Lexington, housing more than 200 professionals at 3052 Beaumont Centre Circle.** Stantec is also the largest civil engineering consulting firm in the Commonwealth of Kentucky, with a combined staff of 300+ in Lexington and Louisville.

Our Lexington-based professionals have positive working relationships with Division of Water Quality staff, and we have a solid understanding of your project expectations. Many of our recent LFUCG assignments have been Consent Decree-mandated projects, including Sanitary Sewer Assessments (Groups 1 – 3 and Blue Sky Rural Service Area), Remedial Measures Plan (initial Plan development), and work on your Capacity Assurance Program since 2012. Additionally, we were awarded LFUCG RMP design contracts for Sanitary Sewer Replacement, Sanitary Sewer Rehabilitation, Wastewater Wet Weather Storage Facilities, and Stormwater.



Our municipal clients recognize our ability to assist them with their toughest challenges. Many of our clients are under a federal Consent Decree or other regulatory wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost effectiveness. **Stantec is one of those consultants.** The map graphic highlights clients who trust us to meet their wet weather enforcement challenges.

# Stantec Rankings

**#2**

**Top 20 Design  
Firms by Market –  
Sewer/Waste**

*ENR, July 2019*

**#2**

**Top 10 Midwest  
Design Firms by  
Market Sector –  
Kentucky**

*ENR, June 2019*

**#3**

**Top 50 Trenchless  
Engineering Firms**

*Trenchless  
Technology,  
December 2018*

A publicly owned corporation, Stantec trades on the TSX and the NYSE under the symbol STN. We do a significant amount of work each year for federal, state, and local governments. As a result, we have robust financial accounting processes and software to help us satisfy government reporting requirements and to support periodic audits.

We use a number of industry-accepted best management practices and technology tools to assist in project management, particularly with respect to schedule and budget adherence. These practices include the use of Earned Value Management tracking to monitor project costs, and project scheduling software to proactively manage progress toward key milestones. These controls give our clients confidence that we are proactively monitoring schedule and budget to make sure their projects/programs are completed in a timely and cost-effective manner.

For more information about Stantec, visit [www.stantec.com](http://www.stantec.com).

## Stantec Services

Among the services we provide are planning, engineering, landscape architecture, geotechnical, environmental sciences, interior design, architectural, information management, project management, construction management, and project economics. We offer from our local office the following services relative to your RFP:

- Pipeline engineering and design (wastewater, stormwater, and potable water)
- Roadway and bridge design
- Traffic control planning
- Geotechnical engineering
- Bidding services
- Construction administration/management
- Resident Project Representation (RPR)
- Geotechnical drilling and laboratory testing
- Computer Assisted Drafting (CAD)
- Geographic Information Systems (GIS)
- Project controls/Scheduling

The items identified in your RFP that we do not offer locally are field surveying, easement preparation, hydro-excavation and arborist services. They will be provided by other members of our team. **Stantec and our team members are all local, and 100% of the work under this contract will be staffed with local resources.**



## Our Team Members



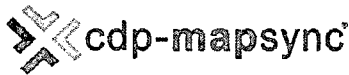
### Vision Engineering, LLC (Vision)

**Vision** is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington. Vision was established in 2003 and employs 19 professionals. Vision will be responsible for providing field surveying and RPR services on this contract. They have provided field surveying and resident project representative (RPR) services on previous RMP projects for LFUCG.



### Leak Eliminator, LLC (Leak)

**Leak** is a certified Veteran Owned Business Enterprise (VBE) located in Lexington near LFUCG's Town Branch Treatment Plant on Lisle Industrial Avenue. Leak has a long history of providing inspection and construction services on wastewater conveyance projects for LFUCG. As a result, they have a solid understanding of LFUCG's construction quality requirements, as well as positive working relationships with DWQ staff. Leak will provide as-needed closed-circuit television (CCTV) inspections, utility hydro-excavation, and RPR services.



### CDP Engineers, LLC (CDP)

**CDP** was established in 1989 and offers professional engineering, land surveying and geospatial services. They are headquartered in Lexington with an additional office in Louisville. CDP will provide additional field surveying capacity to make sure our team meets the aggressive RMP deadlines. CDP has a long history of providing land surveying services for wastewater and stormwater conveyance projects in Lexington and the surrounding area. CDP is also an industry leader in the application of new technologies such as UAVs and LIDAR scanning. They also have extensive experience with high precision GNSS (GPS) surveys.



### Dave Leonard Tree Specialists (DLTS)

**DLTS** is located on Old Frankfort Road in Versailles. They offer four full-time arborists and a 40+ year history of providing arboriculture services in Lexington and the surrounding counties. DLTS will provide the arborist services outlined in your RFP. They have provided identical services on numerous other RMP wastewater conveyance projects for LFUCG, and they are very familiar with your technical requirements.

## Past Performance/Experience



Stantec has a **perfect record** of completing your Consent Decree projects on time and within (often under) budget.

### Past Performance on your Consent Decree

Stantec has a 30+ year track record of successfully completing LFUCG projects on time and within/under budget. Many of these projects have been Consent Decree projects. Highlights of our performance on your Consent Decree projects includes:

- A perfect record of meeting Consent Decree deadlines on all of our projects.
- Successfully implemented an aggressive Corrective Action Plan under the Group 2 & 3 Sanitary Sewer Assessment (SSA) after LFUCG terminated their primary field investigation contractor.
- Completed the Group 1 SSA approximately \$114,000 under the assigned budget.
- Completing all tasks, for which we were responsible, during development of LFUCG Remedial Measures Plan under the assigned budget.
- As your Capacity Assurance Program Manager, we have completed all task orders issued since 2012 at or under budget and finished the first 5-year contract approximately \$330,000 (20%) under budget.
- Completed all task orders as your CMOM Program Management Consultant at or under budget.

### Wastewater Conveyance Experience

We've summarized our experience providing wastewater conveyance design and construction services for LFUCG and other municipal/utility clients in the list on the following page. At least one person in our organizational chart has played a key role in each of these projects.



After submitting our first fee proposal on your RMP Dig and Replace Pipelines contract, **we were awarded** the New Circle Road A&B Trunk Sewer Replacement.

Stantec was awarded one of LFUCG's RMP Design Contracts for Dig and Replace Pipelines (Contract 2) in 2012. We were given our first opportunity to submit a fee proposal on that contract in the summer of 2019, and we were awarded the design of the New Circle Road A & B Trunk Sewer Replacement.

### **RMP Wastewater Conveyance Projects for LFUCG**

- New Circle Road A & B Trunk Sewer Replacement
- UK Trunk B (Newtown Pike Extension)
- West Hickman Trunk B (Vision Engineering)
- West Hickman Trunk C (Vision Engineering)
- West Hickman Trunk D (Vision Engineering)
- Landsdowne South Trunk (Vision Engineering)
- Idle Hour Trunk Sewer (Vision Engineering)
- Sharon Village Pump Station and Gravity Sewer (Vision Engineering)
- Woodhill Trunk Sewer (Vision Engineering)

### **Non-RMP Wastewater Conveyance Projects for LFUCG**

- Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements
- Record Drawings for 2015 Sanitary Sewer Improvements
- Record Drawings for 2016 Sanitary Sewer Improvements
- Record Drawings for 2017 Sanitary Sewer Improvements
- Record Drawings for 2018 Sanitary Sewer Improvements
- Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement
- Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements

### **Non-LFUCG Wastewater Conveyance Projects within last 5 years**

- Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2, (City of Chattanooga, TN)
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve, (City of Chattanooga, TN)
- Owenton Sanitary Sewer Replacement, (Kentucky American Water Company)
- Shelby Park Area 3 Collection System Rehabilitation Design, (Nashville Metro)
- Bold Face Creek (CSO 419) Sewer Separation, (Metropolitan Sewer District of Greater Cincinnati)
- Fort Knox Storm and Wastewater Improvements, (Hardin County Water District No. 1)
- Camp Taylor Wastewater Sewer Replacements, (Louisville and Jefferson County Metropolitan Sewer District)

*The remaining pages of this section provide additional details for some of the relevant project experience featured in the table.*



We've also completed over 250 model requests in support of RMP design efforts and assisted in the initial formulation of the RMP projects.

## Manchester Street and RJ Corman Trunk Sewer Replacements

### ■ LFUCG, Lexington, Kentucky

Stantec is assisting LFUCG with the replacement of two existing wastewater trunk sewers in the Town Branch Sewershed. The first trunk sewer replacement is approximately 1,500 linear feet (24-inch diameter) extending along Manchester Street between Oliver Lewis Way and the railroad and creek crossing near Pyramid Park. The second trunk sewer replacement is located along the RJ Corman railroad, extending approximately 2,300 linear feet (21-inch diameter) from West 3rd Street to the RJ Corman/CSX railroad property south of Main Street.



While not included in LFUCG's RMP, this project was designed in accordance with **RMP technical requirements.**

Both trunk sewer replacements are not identified in LFUCG's Remedial Measures Plan, but they were designed in accordance with RMP technical requirements. The trunk sewers had to be replaced due to structural integrity issues. Although they were originally envisioned to be constructed as one project, they have subsequently been divided into two separate design and construction packages to better align with LFUCG's annual capital improvement program budgeting.

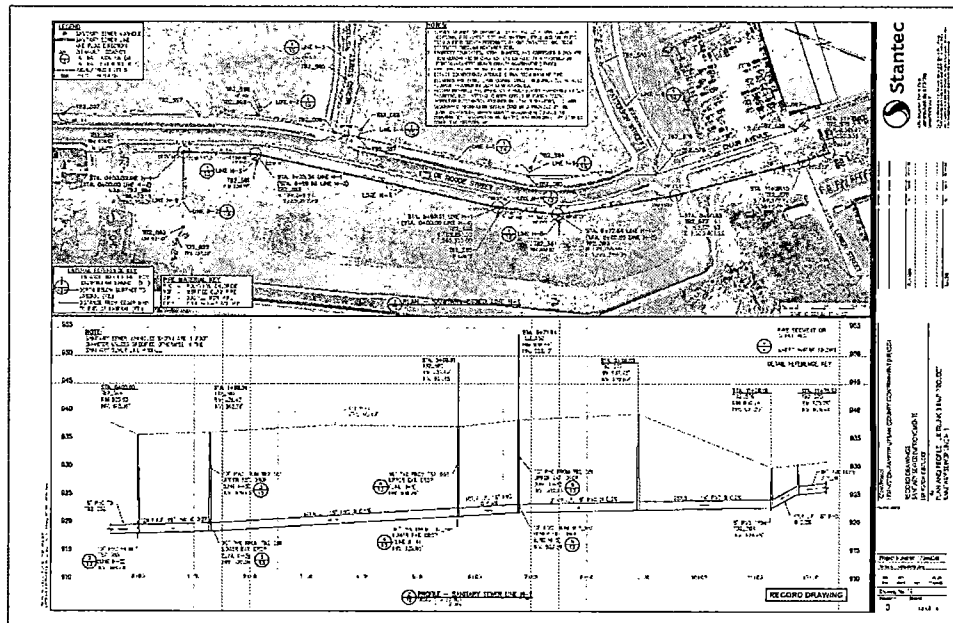
Design of the Manchester trunk sewer is complete and was recently bid. Located in the Distillery District, design required careful consideration of construction sequencing to minimize economic disruption to local businesses. A portion of the sewer is deep (more than 20 feet) and required design to accommodate the additional overburden loading. Manchester Street is also a state-owned roadway and design was developed to accommodate Kentucky Transportation Cabinet permit requirements, including a detailed traffic control plan.

Design of the RJ Corman trunk sewer replacement is anticipated to be completed by December 31, 2019. During preliminary design, we evaluated a proposed tunneling bore alternative for the portion of the sewer that crossed Main Street. Much of the existing sewer is located on the railroad property and required close coordination with RJ Corman/CSX. The preferred design alternative included re-alignment of the existing sewer to maximize the potential developable area of the affected properties, and to reduce the number of sewer crossings under the railroad.

For both projects, our scope included: preliminary design, geotechnical investigation, easement acquisition, permitting, preparing an opinion of probable capital cost, utility coordination, bidding assistance, construction administration support, and conducting record survey and preparing record drawings.

## UK Trunk B (Newtown Pike Extension)

■ LFUCG/Kentucky Transportation Cabinet, Lexington, Kentucky



Stantec designed the UK Trunk B RMP project as part of roadway improvements for the KYTC and LFUCG's Division of Engineering.

Working under a project administered by LFUCG Division of Engineering for Kentucky Transportation Cabinet (KYTC), we were responsible for the design of approximately 0.5 miles of new 4-lane roadway in the Davis Bottoms area between High Street and Patterson Street near DeRoode Avenue. As part of the roadway improvements, we were responsible for design of the relocation/replacement of the existing sanitary, storm, water, electricity, cable, and telephone infrastructure.

As part of the roadway improvements, we designed the relocation and replacement of the two existing parallel sanitary trunk sewers (18-inch and 27-inch diameter) and side connection sewers (10-inch diameter), totaling approximately 3,800 linear feet. The trunk sewer replacements constitute the UK Trunk B project identified in LFUCG's Remedial Measures Plan.

As part of the roadway improvements, we replaced approximately 270 linear feet of existing 36-inch wastewater trunk sewer along the RJ Corman property, and approximately 760 linear feet of 36-inch wastewater trunk sewer along Manchester Street. These sewer replacements were outside of the trunk sewer replacements that Stantec is performing for LFUCG's Division of Water in 2019.

Stantec's scope on this work included: preliminary design, geotechnical investigation, detailed design, geotechnical investigation, easement support, permitting, utility coordination, preparing an opinion of probable capital cost, bidding assistance, and construction administration services. (Record drawings for the sanitary sewer replacements completed in conjunction with the roadway improvements were completed by Stantec under the Record Drawings for 2018 Sanitary Sewer Improvements project.)

## **Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement** ■ LFUCG, Lexington, Kentucky

The Elkhorn Park and Radcliffe neighborhoods experienced chronic sanitary sewer overflows and basement backups during moderate and heavy rainfalls. While the existing sanitary sewer system in this area is separated from the stormwater system, peak flow during wet weather often exceeded the average dry weather flow by a factor of 20.

We designed a replacement of the existing trunk sewer to restore hydraulic capacity through increases in the sewer diameter and grade improvements on shallowly sloped pipe segments. We developed design drawings and construction documents to replace approximately 3,500 linear feet of 18-inch and 24-inch gravity wastewater sewer. The new sewer generally followed the existing alignment, but it capitalized on several realignment opportunities to improve sewer hydraulics, reduce construction costs, and minimize disruption to the neighborhood.

In addition to the detailed design, we were responsible for preliminary design, hydraulic modeling, utility coordination, public meetings with residents and the Urban County Government Council, geotechnical investigation, utility coordination, permitting, development of an opinion of probable construction cost, technical support during construction (shop drawing review, responding to RFIs, etc.), and preparation of record drawings.



Stantec capitalized on realignment opportunities in the design of the Elkhorn Park trunk sewer replacement to reduce construction costs and minimize disruption to residents in this mature neighborhood.

## **Record Drawings for 2015 – 2018 Sanitary Sewer Improvements** ■ LFUCG, Lexington, Kentucky

As part of their ongoing Inflow and Infiltration Reduction Program, LFUCG completes various sanitary sewer rehabilitation and replacements each year. Work is performed by LFUCG's Unit Price Contractor and generally includes pipe replacements and/or realignments, installation of cured in place pipe (CIPP) liner, manhole repair/replacement, and pipe point repairs. Starting in 2015, Stantec was retained to prepare record drawings for sewer improvements completed each year. We are responsible for: performing a record survey on completed improvements; reviewing post-construction closed circuit television (CCTV) inspection video, construction inspection notes, contractor mark-ups; and

developing record drawings based on the collected information. Record drawings are prepared in accordance with LFUCG's technical requirements. The following table summarizes our work by year.

Year	Total Number of Pipe Segments	Total Length (LF)
2015	31	4,700
2016	49	8,000
2017	15	2,600
2018	61	9,700

### **Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2**

■ City of Chattanooga, Tennessee

Stantec assisted the City with the design, bidding and construction administration for the replacement/rehabilitation of approximately 5,500 linear feet of gravity trunk sewer ranging from 12 to 18 inches in diameter. The project is part of the City's federal Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Originally anticipated to be abandoned in lieu of a new pump station, we evaluated the existing sewer's condition and demonstrated that improvements to the existing trunk sewer would yield a more cost-effective, longer-term solution. Design of sewer improvements



Close proximity of the City's trunk sewer to the Tennessee River and South Chickamauga Creek presented significant constructability challenges to address during the design effort.

included pipe replacement, installation of cured in place pipe (CIPP) liner, installation of water-tight manhole covers, and manhole rehabilitation with polymer resin-based liner.

Located in the floodplain overbank area for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Along most of its length, the existing sewer is within 50 feet of the water's edge, and in some areas less than 20 feet. The ground along the existing sewer was very soft, limiting heavy vehicle access to the area to construct sewer improvements. The entire project area was also heavily vegetated and subject to frequent inundation. To combat the adverse site conditions and meet environmental permitting requirements, design documents mandated that a timber mat access road be constructed to facilitate construction of sewer improvements. Contractor storage areas were also required to be outside of the 100-year floodplain, and limited access areas were identified to minimize tree removal and loss of vegetation in the water quality stream buffer area.

Our scope of work included field surveying, CCTV inspection of the existing trunk sewer, preliminary design, easement services, environmental assessment and permitting, utility coordination, archaeological and architectural survey, detailed design, opinion of probable construction cost, bidding support, resident project representation (RPR) services, construction administration, and preparation of record drawings.

## **Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve**

■ City of Chattanooga, Tennessee



Stantec has a master service agreement with the City to provide design, bidding, and construction administration services for wastewater conveyance projects. Projects under this contract are part of the City's federal Consent Decree, and require diligent adherence to fixed regulatory deadlines or the City will be subject to financial penalties. Based on our performance on our first assignment (Focused SSES and Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2), we were asked to provide design, bidding, and construction services for a second wastewater conveyance project (Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve Road).

We are performing preliminary design to evaluate rehabilitation, replacement, and/or the addition of linear storage to restore hydraulic capacity of the existing trunk sewer along Hamill Road, and to eliminate frequent sanitary sewer overflows (SSOs) along Creekside Preserve Road.

Once the preliminary design is complete, we will prepare detailed design drawings, prepare an opinion of probable construction costs, coordinate with affected utility companies, provide bidding support, prepare permit applications, and provide construction administration and resident project representation (RPR) services.



## Shelby Park Area 3 Collection System Rehabilitation Design

■ Nashville Metro, Nashville, Tennessee

Stantec was one of 18 firms chosen by the Metropolitan Government of Nashville to assist with their Overflow Abatement Program (OAP). The OAP consists of preparing plans and specifications to address the rehabilitation of sanitary sewers within a large portion of the City, enhancing the conveyance of several large sewers, constructing large equalization facilities to attenuate peak flows at key locations within the collection system, and upgrading several of the City's pumping stations.



We designed wastewater gravity sewer rehabilitations/replacements to support Nashville Metro's Consent Decree-mandated capital improvement program.

We were charged with the design of capital sewer improvements for the Shelby

Park Area 3 drainage basin that serves approximately 800 homes in a well-established neighborhood. It required a design that minimized disturbance to existing fences, landscaping, and mature trees. The project had specific inflow and infiltration (I&I) removal targets to make sure that ongoing capital improvement projects in other areas of the sewer system would be adequately sized to eliminate sanitary sewer overflows and achieve compliance with the City's OAP.

The Shelby Park drainage basin contains approximately 260 manholes, 266 line segments consisting of 46,440 linear feet of 8-inch vitrified clay sanitary sewer, 440 linear feet of 10-inch vitrified clay sanitary sewer, and 2,020 linear feet of 15-inch concrete sanitary sewer.

We prepared rehabilitation/replacement/repair design drawings for sewers, manholes and service laterals within Nashville Metro right-of-way and easements; identified, surveyed and designed sewers requiring replacement or point repairs; prepared documents for permits and easement acquisition; prepared erosion control, traffic control and restoration plans; prepared design documents for stormwater assets that may be impacted by sewer rehabilitation efforts; and provided technical assistance during bidding and construction.

The project was driven by federal Consent Decree and required strict adherence to established deadlines to maintain the City's good standing with the regulators, and to avoid stipulated penalties. We submitted all deliverables on time and completed our work within the assigned budget.

## **Bold Face Creek (CSO 419) Sewer Separation**

■ Metropolitan Sewerage District of Greater Cincinnati, Ohio

Stantec was retained by Cincinnati MSD for the planning, design, and implementation of green infrastructure and sewer separation to reduce the frequency and magnitude of combined sewer overflows as outlined in the community's revised EPA wet-weather Consent Decree.



We designed the replacement of approximately 25,000 linear feet of wastewater gravity sewer to support separation of combined sewers.

The Bold Face Creek watershed covers a four-square-mile urban area with historical Ohio riverfront, steep river bluff, and upland urban development areas. CSO 419, at the outlet of the basin, is one MSD's largest, discharging approximately 700 MG in a typical year.

We explored a wide range of potential solutions, including separating and daylighting of streams conveyed through historical combined sewers, construction of separate storm sewers, construction of bio-retention cells maximizing infiltration, disconnecting downspouts, treatment, and consideration of grey water equalization. Balancing environmental, social, and economic impacts, we determined the best combination of elements to satisfy MSD's goals, which included a reduction of annual overflow volumes by 85%, and emphasis on sustainability using a triple-bottom line approach.

Highlights of our recommended solution include separating 75% of the sewershed, using a combination of green and gray elements, and daylighting 2.9 miles of streams. We also recommended relocating the CSO 419 regulator and installing a gravity interceptor extension. When fully implemented, 18 miles of new storm sewer will be constructed, 2,800 downspouts will be disconnected from the combined sewer, and CSOs 420 and 421 will be eliminated at an estimated construction cost of \$11M.

We have completed design of Phase 1 of the recommended solution. Phase 1 included replacement/relocation of approximately 25,000 linear feet of gravity sewer ranging in diameter from 12 inches to 60 inches. The design also included relocating the CSO regulator structure.

## Camp Taylor Wastewater Sewer Replacements Design

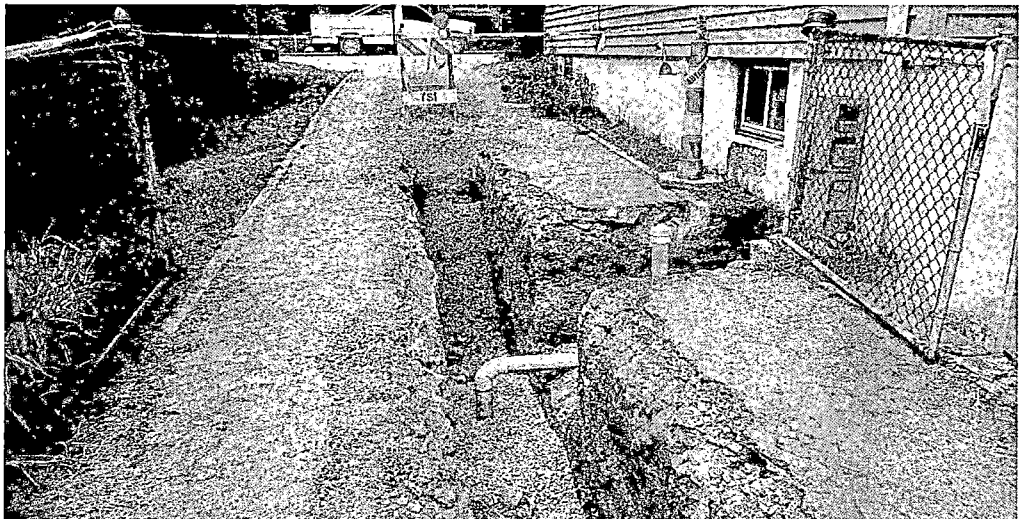
■ Louisville and Jefferson County Metropolitan Sewer District,  
Louisville, Kentucky

The Camp Taylor neighborhood was hastily constructed at the onset of World War I as troop barracks and was converted to private residential housing after the war ended. Subsequent infill development occurred during the 1920's and much of the original infrastructure remains. A large portion of the sewer system was constructed without consideration for the infill development, and consequently many of the sewers in the area are poorly aligned with pipes located within/below residential basements. The age of the system and access issues had contributed to long-standing sanitary sewer overflow and maintenance issues.

Stantec was retained to perform a detailed condition assessment and develop rehabilitation/replacement recommendations. A sanitary sewer evaluation survey was performed on approximately 145,000 linear feet of gravity sanitary sewer ranging in diameter from 4 inches to 16 inches. Recommendations included relocating more than 40,000 linear feet of sewer to easements or public right-of-way, rehabilitating 28,000 linear feet of sewer; and disconnection of downspouts, catch basins and yard drains. Proposed improvements were estimated to reduce wet weather inflow/infiltration by approximately 1.5 million gallons per day.

We developed design drawings and construction documents for replacement of trunk sewers serving 375 homes. Due to the existing sewer's poor alignment, much of the new sewer needed to be realigned. For many homes, the sewer was relocated from the backyard to the street in front of the property, resulting in a design that included reconfiguring/replacing service laterals to connect properties to the relocated sewer.

In addition to providing detailed design, bidding and construction administration services, we coordinated with local utilities to address utility conflicts, prepared easement plats, inspected basements in most homes, performed hydro-excavation of utilities, and conducted a historic assessment study.



Relocation of Louisville MSD's sewer from the backyards to the street necessitated reconfiguration and replacement of private sewer laterals.

## Knowledge of LFUCG

### Experience Working with LFUCG and the Division of Water Quality



Our Project Manager was very involved in LFUCG's Trunk Sewer Studies, Sanitary Sewer Assessments, initial RMP development, RMP Design Contracts, and Capacity Assurance Program. **He brings a wealth of knowledge about your sewer system and Consent Decree objectives.**

Stantec has a 30+ year history working for LFUCG and the Division of Water Quality (and the former Division of Sanitary Sewers). Our Project Manager, Joe Herman, has been working on projects for LFUCG since 1997. He has been involved in your wastewater program from the Trunk Sewer Studies completed in the late 1990's/early 2000's (the precursor to your RMP), to the comprehensive Sanitary Sewer Assessments of your sewer system, to assisting in the development of your approved Remedial Measures Plan and implementation of your Capacity Assurance Program. Joe offers a wealth of institutional knowledge of your wastewater system and a unique perspective on the history of how it has led to today.

We purposefully assigned the individuals identified in our organizational chart (see Local Resources/Capacity of the Firm section) based on their specialized expertise, proven track record on your projects, and positive working relationships working with LFUCG and the Division of Water Quality (DWQ). The table on the following page summarizes our key individuals and their role in the LFUCG projects we listed in the Past Performance/Experience section of this submittal. Stantec was the prime consultant on all the wastewater conveyance projects listed.

Wastewater conveyance projects are rarely limited to just sanitary pipes and manholes. They generally involve pavement restoration, traffic control plans, stormwater and other utility relocation design, permitting, subsurface investigations and laboratory testing. They can also involve geotechnical engineering where sewers require deep excavations, involve karst geology or must be installed by trenchless methods. **Stantec has professionals in our Lexington office who can provide all these services, and we routinely do so for LFUCG.** As a result, we are very familiar with local and state design standards, regulatory permitting requirements, and the local geology.



We have a **positive working relationship with Hazen** through our involvement on the initial RMP development and in our role as LFUCG's Capacity Assurance Program Consultant.

We understand that your Remedial Measures Program Management Consultant (Hazen) plays an important role in ensuring that RMP projects adhere to LFUCG's design standards and are completed within Consent Decree-mandated deadlines. Stantec has a positive working relationship with your RMP PMC. In addition to partnering with Hazen on initial RMP development, we routinely work together at RMP pre-design meetings for the more complicated projects, and we regularly coordinate with them in our role as your Capacity Assurance Program Management Consultant.

Wastewater Conveyance Projects for LFUGG		Key Individual/Role	LFUGG Contact
RMP	New Circle Road A & B Trunk Sewer Replacement	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Bret Lavey – QA/QC Adam Garner – Project Engineer John Magner – Project Engineer Dave Leonard Tree Service – Arborist Leak Eliminators – Hydro-Excavation	Bob Peterson (DWQ)
	UK Trunk B (Newtown Pike Extension)	Jason Bricker – Lead Engineer Bret Lavey – Design & QA/QC	Andrew Grunwald (Division of Engineering)
Non-RMP	Manchester Street & R.J. Corman Sanitary Trunk Sewer Replacements	Joe Herman – Project Manager Jason Maxwell – Lead Engineer Adam Garner – Project Engineer John Magner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Record Drawings for Sanitary Sewer Improvements (2015 – 2018)	Joe Herman – Project Manager Jason Maxwell – Lead Engineer John Magner – Project Engineer Adam Garner – Project Engineer Bret Lavey – QA/QC	Craig Prater (DWQ)
	Elkhorn Park and Radcliff Neighborhood Trunk Sewer Replacement	Joe Herman – Lead Engineer	Charles Martin (DWQ)
	Lexmark Perimeter Road & Utility Tunnel Crossing Trunk Sewer Replacements	Joe Herman – Lead Engineer	Charles Martin (DWQ)

### Knowledge of Your RMP and Wastewater Conveyance System

Stantec has an unmatched understanding and knowledge of Lexington's RMP and wastewater conveyance system.



- **We led your Sanitary Sewer Assessments (SSAs)**, the largest field investigation and condition assessment ever performed by LFUCG on their wastewater conveyance system. Trunk sewer condition information and inflow/infiltration contributions identified during the SSAs were utilized to assist in RMP project formulation. Information collected during the SSAs is also routinely used by DWQ to guide annual inflow and infiltration reduction efforts.
- **We were one of three primary team members responsible for the development of the approved Remedial Measures Plan.** In addition to leading project formulation in the North and South Elkhorn Watersheds, we assisted in vetting the triggers and performance criteria that governed RMP project formulation in all the watersheds.
- **We were awarded RMP Design Contracts** for Wet Weather Storage Facilities, Dig and Replace Pipelines, Stormwater, and Rehabilitation. We are familiar with your RMP design requirements and project expectations.
- **We developed and are responsible for the ongoing implementation of your Capacity Assurance Program (CAP).** In this role, Stantec is responsible for providing hydraulic modeling support for all RMP projects to verify adequate capacity can be certified. As a result, we have a comprehensive understanding of your RMP objectives, performance criteria, and schedule.

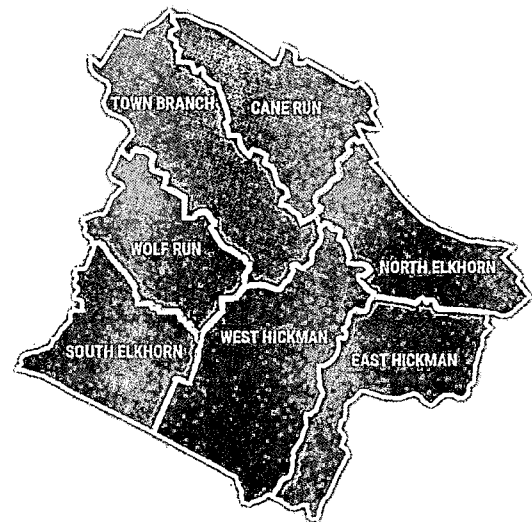


**We've been your trusted partner since Day 1** - from initial RMP project formulation to verifying that RMP projects are designed/constructed to restore adequate capacity and eliminate SSOs.



## Knowledge of the Cane Run, North Elkhorn, and South Elkhorn Sewersheds

The map on the following page highlights the completed and remaining RMP projects in the **Cane Run, North Elkhorn, and South Elkhorn Sewersheds**. Completed projects are shown for reference only—we understand that design and construction of those RMP projects is ongoing or completed. Projects marked as remaining will be designed by the Watershed Project Team 1 consultant.



Sewer systems are dynamic. New development increases sewage base flows. Pipes and manholes deteriorate over time, often resulting in increases in wet weather flow contributions. Sewer rehabilitation, flow diversions, and other wastewater capital improvements also can impact hydraulic capacity in the sewer system.

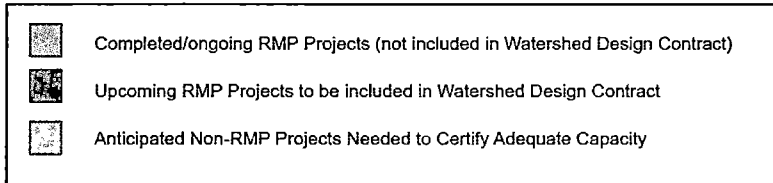
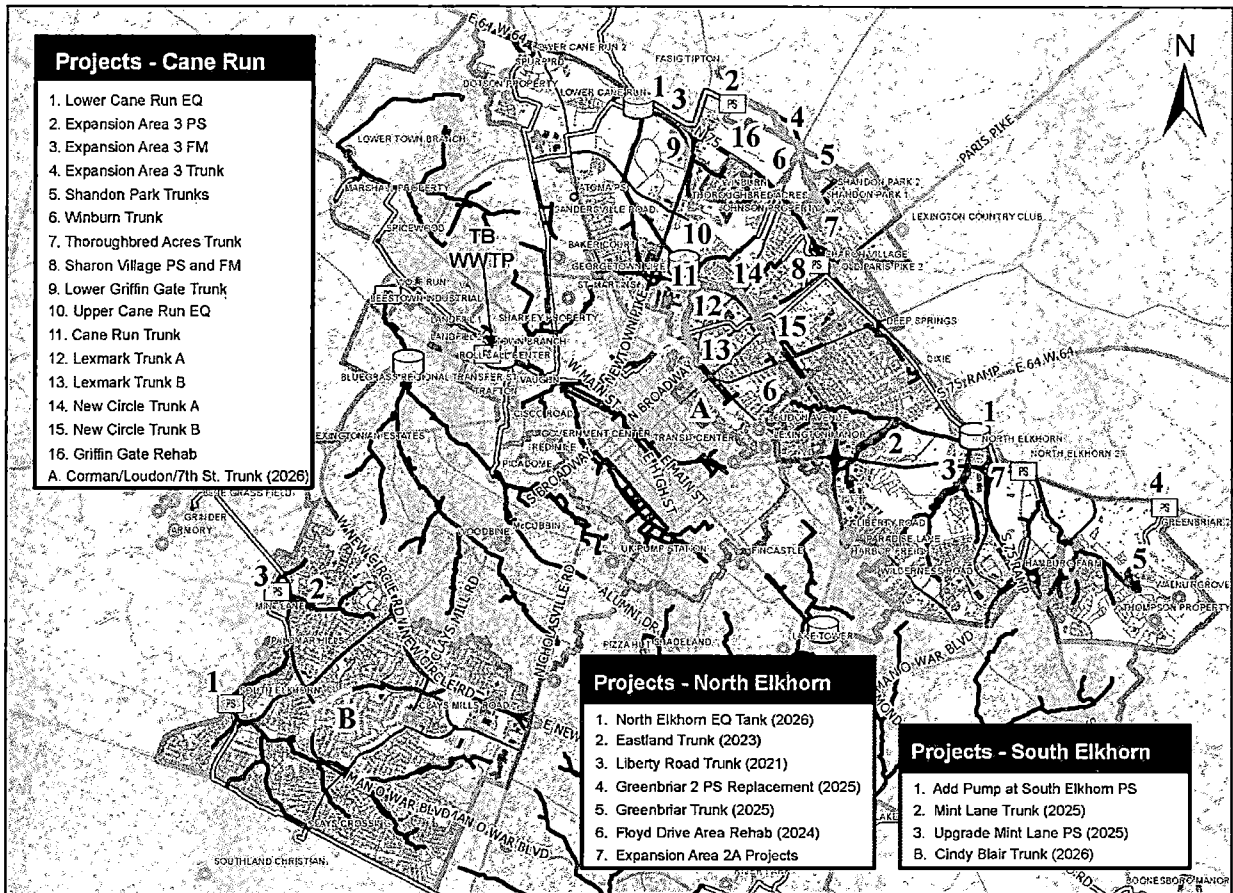
Our work on your SSAs, RMP and CAP has given us a familiarity and understanding of the specific wastewater system challenges in all of Lexington's major Sewersheds that is hard to match.

Wet weather flows in the wastewater conveyance system have increased in some areas since development of the RMP. The following map also illustrates those projects that are not in the approved RMP, but are anticipated to restore adequate capacity in Lexington's wastewater conveyance and transmission systems and eliminate SSOs. Stantec assisted LFUCG in identifying and preliminary sizing/evaluating the anticipated projects. DWQ is still vetting the anticipated projects and they should be considered provisional.

While not explicitly shown in the figure, some of the remaining RMP projects may no longer be necessary or may be reduced in size/scope. This is attributable to successes in removing inflow/infiltration from wastewater collection system rehabilitation efforts and further refinement/improvement of the hydraulic model to more closely emulate actual sewer behavior. Cancellation of these projects is subject to regulatory approval and LFUCG must demonstrate that adequate capacity has been restored such that the projects are no longer necessary.

With a continuously staffed office in Lexington since 1969, Stantec has completed hundreds of infrastructure projects in all seven of Lexington's major sewersheds (and Boone Creek). Additionally, our work on your SSAs, RMP and CAP has given us the opportunity to work in all of Fayette County's sewersheds and increased our knowledge/awareness of the specific wastewater conveyance system challenges in each.

# RMP Projects in Cane Run, North Elkhorn, and South Elkhorn Sewersheds





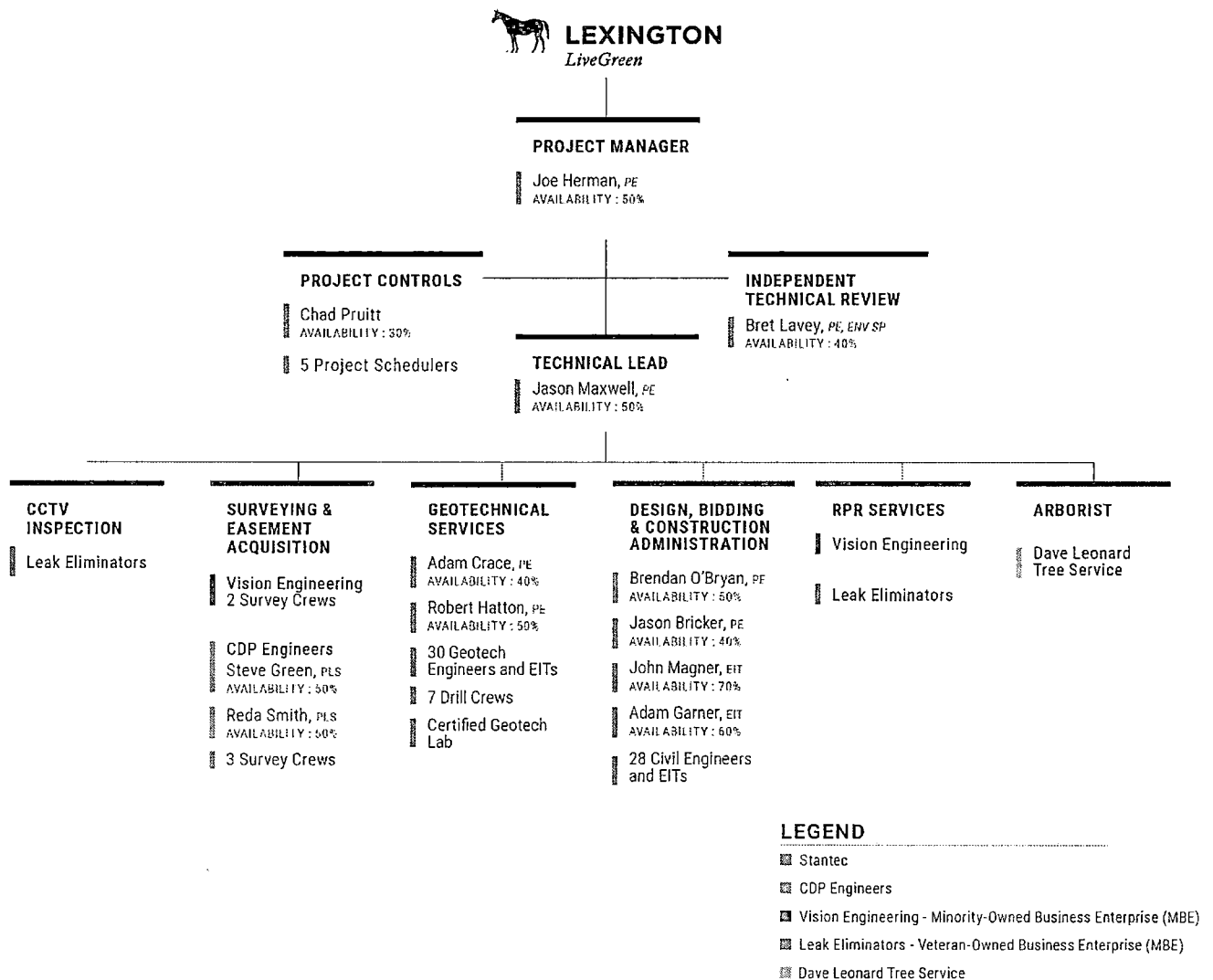
# Local Resources/Capacity of the Firm



This team uses **100%** local personnel and staff resources

The following organizational chart identifies key team members and their roles associated with the design of your RMP wastewater conveyance projects. We carefully selected these key personnel based on their expertise and experience successfully completing similar projects for LFUCG and other municipal/utility clients. **You'll find resumes for our key personnel at the end of this section.**

Every project identified in the Past Performance/Experience section of this proposal was completed by one or more of the people listed in our organizational chart.



As you can see below, every firm that comprises our team is local. In fact, every team member in our organizational chart is local, and 100% of the work under this contract will be completed with local resources.

<b>Stantec</b>	3052 Beaumont Centre Circle Lexington, KY 40513
<b>Vision Engineering</b>	128 E. Reynolds Road, Suite 150 Lexington, KY 40517
<b>Leak Eliminators</b>	330 Lisle Industrial Avenue Lexington, KY 40511
<b>CDP Engineers</b>	3250 Blazer Parkway Lexington, KY 40509
<b>Dave Leonard Tree Specialists</b>	544 Old Frankfort Pike Versailles, KY 40383

### Project Manager — Joe Herman, PE

Located in Stantec’s Lexington office, Joe has been working on LFUCG projects since 1997. He has a proven track record of fiscal responsibility, and a perfect record of delivering your Consent Decree projects on time.

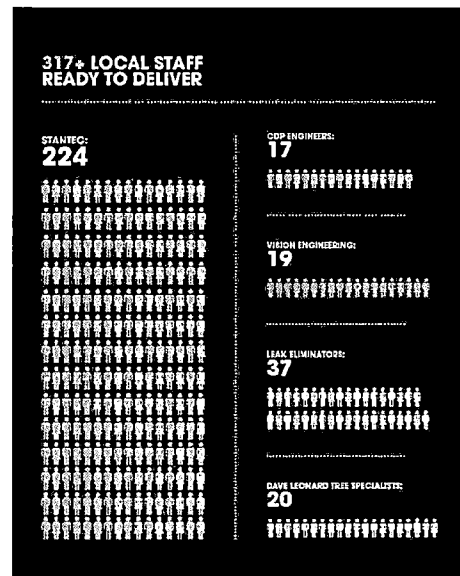
Our team includes a **dedicated project controls specialist**, Chad Pruitt, who will help Joe track and manage each project assignment. By proactively managing individual design and construction milestones, we’ll be able to identify critical path items and potential delays early on, increasing the success rate for potential corrective action plans.

### Capacity

We know how important it is to meet the regulatory deadlines for your RMP projects. That’s why we specifically structured our team to execute multiple projects simultaneously, and we assigned resources with capacity in mind. Additionally, **we built redundancies into our team** in traditional bottleneck areas (surveying and RPR services) to minimize the potential for project delays.

We have included a couple of items in our organizational chart to help you evaluate our team’s capacity:

- Additional local resources for each discipline to support your projects; and
- Availability of named individuals. Based on their current assignments, availability will increase over time as they wrap up those project commitments.



Look inside the front or back cover for a full-size view of our local bench strength.

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Joe has 24 years' experience (22 with Stantec) in the assessment, design, and management of municipal infrastructure. He is one of Stantec's subject matter experts in wet weather programs with relevant project experience in inflow/infiltration (I/I) investigations, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydraulic modeling, and engineering design. Joe is currently a member of NASSCO's Infrastructure Assessment Committee.

### **EDUCATION**

MS/BS Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer – Kentucky (#21254)

### **PROJECT EXPERIENCE**

Focused SSES & Rehabilitation South Chickamauga Creek – Phase 2, Chattanooga, Tennessee

Joe was the Project Manager for the rehabilitation/replacement of approximately 5,500 linear feet of sanitary sewer trunk sewer ranging in size from 12-inch to 18-inch diameter. Located in the floodplain for the Tennessee River and South Chickamauga Creek, sewer improvements presented constructability, access, and permitting challenges. Project was part of City's Consent Decree obligations and required strict adherence to regulatory-mandated deadlines.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project

challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Joe is the Project Manager for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Manager for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Elkhorn Park and Radcliffe Neighborhood Sanitary Trunk Sewer Rehabilitation, Lexington, Kentucky

Lead Engineer for the replacement of approximately 3,500 linear feet of gravity trunk sewer for the Lexington Fayette Urban County Government (LFUCG). Project designed to eliminate chronic SSOs as part of LFUCG's Trunk Sewer Studies (pre-cursor to RMP).

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Chad provides financial and schedule management support to project managers across various programs. Resource-defined, time-phased schedules are developed and maintained to identify and mitigate project risks by successfully controlling both cost exposure and deliverable timeliness. Earned Value Management (EVM) principles and techniques are utilized to provide forecasting, spending trends, and root cause analysis of variances.

Chad is proficient in Oracle, SAP, Primavera P6, Deltek Cobra, Microsoft Office products, and holds a Lean Six Sigma Green Belt Certification. He also has in-depth knowledge of Federal Acquisition Regulations (FAR), cost accounting standards, and federal budget processes.

## EDUCATION

MBA, University of Kentucky

BBA, Finance, University of Kentucky

## PROJECT EXPERIENCE

Mobile Area Water and Sewer System (Project Controls Lead)

Supported program management by providing financial analysis of program costs and schedules using advanced Earned Value Management concepts, including the identification of critical path activities, obligations, risks, performance drivers, spending trends and root causes of variances.

Mid-Breton Sediment Diversion, Baton Rouge, Louisiana (Project Controls Analyst)

Chad provided a full complement of project controls services for a \$35 million, multi-year development. Responsibilities include bi-weekly schedule updates in Primavera P6, bi-weekly financial analysis, Earned Value Reporting, manpower charts and staffing skills mix.

Coal Combustion Residuals Programs, Tennessee (Project Controls Analyst)

Chad provided a full complement of project controls services for Stantec's TVA Coal Combustion Residuals Program valued at \$150 million, with annual revenues of \$25 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Dam Stability Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Dam Stability Program valued at \$15 million. The program requires bi-monthly schedule updates, monthly performance reports and monthly cost forecasts.

Wastewater Treatment Program, Tennessee

Chad provided a full complement of project controls services for Stantec's TVA Waste Water Treatment Program valued at \$45 million.

Lockheed Martin Corporation\*, (Project Controls)

Supported program management by providing financial analysis of program costs using advanced Earned Value Management concepts, including the identification of obligations, risks, performance drivers, spending trends and root causes of variances.

\* denotes projects completed with other firms

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Bret has over 14 years' experience (all with Stantec) in the evaluation, design, and planning of water, stormwater and wastewater infrastructure. He has been assisted LFUCG in several of your Consent Decree obligations, including: the Sanitary Sewer Assessments (SSAs), Capacity Assurance and Remedial Measures Programs. Bret is a certified Envision Sustainability Professional and understands the triple-bottom line approach to solving complex water resources problems – balancing the environmental, social, and economic objectives of a project.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

### **REGISTRATIONS**

Professional Engineer – Kentucky (#27348)

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Bret performed Independent Technical Review of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

UK Trunk B (Newtown Pike Extension), Lexington, Kentucky

Stantec designed this RMP project in conjunction with the roadway improvements in the Davis Bottoms area. Improvements required the relocation of two existing sanitary trunk sewers (18-inch and 27-inch). Bret was responsible for design of the siphon sewer under Versailles Road and QA/QC of the other portions of the sanitary sewer replacement.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Independent Technical Reviewer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF for LFUCG.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky  
Bret was the Project Manager for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Fort Knox Water, Storm and Wastewater Improvements, Hardin County, Kentucky  
Bret was the Project Manager for the development and design of a \$20M capital improvement program for Hardin County Water District No. 1 (HCWD1). Projects completed in this plan included wastewater and stormwater conveyance, as well as potable water system improvements.

Remedial Measures Plan Program Management Consultant, Lexington, Kentucky  
Stantec was part of a three-consultant firm team tasked with developing LFUCG's RMP. Bret was the Lead Engineer for Stantec responsible for: providing rehabilitation recommendations & prioritizations to reduce I&I, hydraulic modeling, capital plan development and solution alternatives analysis, and preparing planning-level cost opinions.

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Jason is a Senior Water Resources Engineer with specific project experience in sanitary sewer evaluation studies (SSES), hydraulic modeling, sanitary sewer rehabilitation, inflow/infiltration studies, and engineering design for municipal stormwater and sanitary sewer systems. He has over 10 years' design experience on LFUCG storm and sanitary sewer projects.

### **EDUCATION**

MS/BS, Bioenvironmental Engineering, University of Kentucky

### **CERTIFICATIONS & TRAINING**

Manhole, Pipe and Lateral Assessment Certification (MACP/PACP/LACP), National Association of Sewer Service Companies (NASSCO)

Inspector Training and Certification for Manhole Rehabilitation, National Association of Sewer Service Companies, (NASSCO)

### **RELEVANT REGISTRATIONS**

Professional Engineer, Kentucky #28686

### **PROJECT EXPERIENCE**

Shelby Park Area 3 Collection System Rehabilitation Design, Nashville, Tennessee  
Jason was responsible for QA/QC of design drawings and specifications developed by Stantec for rehabilitation of approximately 49,000 linear feet of wastewater collection system for Nashville Metro Water Services. Project was completed as part of Nashville's Consent Decree.

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Lead Engineer for development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual I&I Reduction Program.

Camp Taylor Sanitary Sewer Replacement and Design, Louisville, Kentucky (Project Engineer)  
Lead Engineer for the design of replacement of over 15,000 LF of 8-inch sanitary sewer and over 3,000 LF of 15-inch sanitary trunk sewer for the Louisville and Jefferson County Metropolitan Sewer District (Louisville MSD). Project was part of their federal Consent Decree.

Owenton Sanitary Sewer Replacement Design, Owenton, Kentucky

Jason was the Lead Engineer responsible for the design of replacement of approximately 400 LF of sanitary sewer for Kentucky American Water Company. Sewer diameter was upsized to increase hydraulic capacity and eliminate a chronic residential basement backup.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Jason was the Lead Engineer for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Jason is the Lead Engineer for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Resume

education

Eastern Kentucky University, 1982  
Bachelor of Arts Broadcasting

registration + professional affiliations

Professional Land Surveyor/Kentucky Registration No. 3539  
Hazardous Waste Operations and Emergency Response

experience + qualifications

Mr. Green has over 19 years experience which includes boundary and route surveys, ALTA/ACSM surveys, photo control, topographic and hydrographic surveys, deed research, construction staking, and static and differential GPS surveys. He has developed an extensive proficiency of the use of traditional and state-of-the-art surveying equipment. Mr. Green uses the latest survey and design software to translate field data into computer files from which final plan sheets are created.

relevant project experience

Survey

Blue Grass Airport Sanitary Sewer System, Blue Grass Airport Corporation, Lexington, KY

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard’s Creek Sanitary Sewer Survey, Winchester Municipal Utilities

Tyner Waste Water Wetland, Jackson Co. Public School System

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Mellwood Pump Station & Force Main, Louisville MSD

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Camp Wallace WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Muddy Fork Interceptor SSO Project, Louisville MSD

300 at the Circle, Monarch Investment & Management Group

As-Built Drawings LFUCG SS Improvements, Stantec Consulting Services, Inc.

Camp Webb WWTP Replacement, Finance and Administration Cabinet

Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon

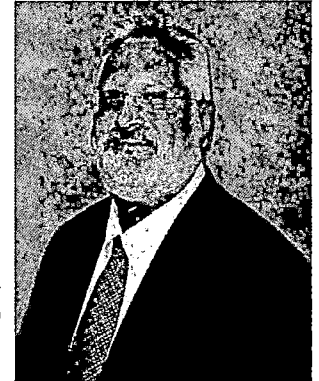
Hydromax USA-LFUCG Sanitary MH Inspection, Hydromax USA

Lebanon Sanitary Sewer GIS and Modeling Work, City of Lebanon, KY

Storm Water - Survey

LexPark Stormwater Incentive Grant, LFUCG

Transylvania Water Quality Grant, Transylvania University



Reda Smith, PLS | Easement Development Coordinator

Resume

education

University of Kentucky, BSW Social Work, 1974

registration + professional affiliations

Land Surveyor/Kentucky/Registration No. 3323

experience + qualifications

Ms. Smith has worked as a staff surveyor on a wide variety of projects including boundary, photo control, and topographic and construction surveys. Her experience includes both conventional and GPS surveys, deed research, AutoCad drawings, right-of-way plats, and descriptions for utility easement acquisition. Ms. Smith has developed boundaries and rights-of-ways for numerous CDP projects. She is also proficient in the use of CADD and engineering software utilized by CDP Engineers, Inc.

relevant project experience

Survey

IMU - ECWD Regional Plant Design, Irvine Municipal Utilities

IMU – ECWD Regional Line & Pump Station Design, Irvine Municipal Utilities

Howard’s Creek Sanitary Sewer Survey, Winchester Municipal Utilities

KY 11 (Levee Rd) Utility Relocation, Mt. Sterling Water & Sewer System

Ft. Boonesborough State Park WWTP Replacement, Finance and Administration Cabinet

Century Hills Trunk Sewer Replacement, LFUCG, Lexington, KY

Owenton Research and Field Work – Kelly Court, Stantec Consulting Services, Inc.

Mapping and Inspection

Lebanon Sanitary Sewer, Phase 3, City of Lebanon





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Adam is a geotechnical engineer with over 27 years' experience overseeing subsurface inspections, laboratory testing, and geotechnical engineering analysis. His project responsibilities include slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep foundation analyses utilizing H-piles, drilled shafts and auger cast piles and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for utility infrastructure and roadways. He is familiar with the various geologic regions in Kentucky, including mitigation procedures in karstic environments like those present in Fayette County. Adam is also trained according to EM-385 requirements and proficient in both SCUBA and Surface-Supplied Air diving techniques and is a National Bridge Inspection Standards (NBIS)-certified bridge inspector.

## **EDUCATION**

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Professional Engineer #23443, Kentucky

## **PROJECT EXPERIENCE**

**KY 3225 over Barren River Secant Scour Wall, Warren County, Kentucky**

Project Manager responsible for geotechnical exploration and engineering for a secant scour wall to protect the spill-through slope on the KY 3225 bridge over Barren River. Exploration included 29 borings, 1,012 feet of NQ rock coring, 980 feet of rockline sounding, and approximately 330 feet of soil sample borings.

**KY 56, Union County, Kentucky**

Project Manager for the geotechnical services required to widen and strengthen over 5 miles of existing roadway and add two passing lanes on KY 56 between KY 360. Stantec advanced approximately 100 borings in the vicinity of the roadway to determine depth to bedrock and typical soil characteristics. One of the more challenging portions of the project was the soil cut slope Bald Hill that approached a height of nearly 70 feet as measured from the roadway ditch to the daylight point of the slope. In addition, Stantec developed structure reports for seven culverts located along the alignment.

**Louisville Southern Indiana Ohio River Bridges - East End Approach, Louisville, Kentucky**

Stantec was selected as a part of the design team for the geotechnical aspects of the East End Approach which includes the Louisville Tunnel Project. Mr. Crace was the Senior Project Engineer supervising the field exploration in an area where property owner sensitivity to design and construction was a top priority. On this stage of the project, Stantec was responsible for several shoulder closures to complete the boring program. Mr. Crace coordinated portions of the drilling with a tunnel expert which included pressure testing of bedrock to estimate hydraulic conductivity, establishing observation wells and checking the borings for combustible gases.

**Louisville Southern Indiana Ohio River Bridges - Kennedy Interchange, Louisville, Kentucky**

Mr. Crace was the Senior Project Engineer responsible for coordinating the subsurface exploration, which included the coordination with various public and private property owners. The project included the completion of over 400 borings near within downtown Louisville. Mr. Crace served as the engineer responsible for reports, recommendations and analyses development on approximately 11 bridge reports and 19 retaining walls. The analyses included external retaining wall analyses, settlement profiles, slope stability analyses, lateral squeeze analyses, deep foundation analyses of friction piles and/or shafts, driveability analyses, negative skin friction analyses, and shallow foundation analyses on rock and soil.

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Robert is a Geotechnical Engineer with experience in the evaluation and analysis of various water and wastewater infrastructure. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and slope stability and seepage analyses. Robert is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. Robert is also well-versed in providing engineering during construction services on complex civil, structural, and geotechnical construction projects. He has experience with foundation improvement theories, technologies, and methods of implementation. His expertise includes proficiency with various slope stability and deformation analysis software, including GeoStudio and Surface Deformation Prediction Software.

### **EDUCATION**

MS/BS, Civil Engineering University of Kentucky

### **REGISTRATIONS**

Professional Engineer #33283, Kentucky

### **PROJECT EXPERIENCE**

**Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky**  
Robert assisted in the subsurface exploration to support replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Geotechnical investigation included collecting rock and soil information necessary to support a installation of the replacement sewer under Main Street using trenchless/tunneling construction methods.

**Jacobson Park Sinkhole Investigation, Lexington, Kentucky**

Robert led the geotechnical exploration of a sinkhole in Jacobson Park for LFUCG's Division of Parks. Investigation was performed to verify limits of sinkhole and assist LFUCG in assessing risk.

**New Circle Road A & B Sanitary Trunk Sewer Replacements, Lexington, Kentucky**

Robert is the geotechnical engineer assigned to perform the subsurface exploration for replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter and will include several segments that are to be constructed by trenchless/tunneling methods.

**Coldstream Sinkhole Investigation, Lexington, Kentucky**

Robert led the geotechnical exploration of a sinkhole near Coldstream Park to support one of LFUCG's Stormwater Incentive Grant projects. Sinkhole was discovered during construction of storm water quality improvements. Robert oversaw the excavation of the sinkhole to evaluate subsurface drainage paths, developed treatment design to stabilize it, and oversaw the construction of recommended treatment.

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Brendan is a Design Engineer with experience in the planning, design and construction of water and wastewater infrastructure. His duties have included stormwater engineering, erosion control design and inspection, water supply engineering, hydrologic and hydraulic modeling, technical writing, project permitting and construction inspection. He is well versed in the use of several engineering and design platforms including XP SWMM, EPANET, EPA SWMM, ArcGIS, AutoCAD and HEC-RAS.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

BS, Physics, Centre College

### **CERTIFICATIONS & TRAINING**

Trenching and Excavation Competent Person Training

OSHA Confined Space Training

### **REGISTRATIONS**

Professional Engineer #062-069317, Illinois

Certified Floodplain Manager #IL-16-0077

### **PROJECT EXPERIENCE**

Elm & Earliston Drainage Improvements, Village of Downers Grove, Downers Grove, Illinois (Design Engineer)\*

Design Engineer for this location with minimal stormwater infrastructure, impacted by rainfall exceeding the two-year recurrence interval. V3 provided a recommended design including storm sewer improvements in each of the roadway sections and stormwater improvements along the flow path. Brendan performed hydrologic analysis and created hydraulic models of both the existing system and proposed improvements.

Roberts & Williams Drainage Improvements, Village of Woodridge, Woodridge, Illinois (Project Engineer)\*

Project Engineer for project to improve stormwater conveyance and protect homes impacted by 25-

year storm events. Project included development of several preliminary design alternatives and cost estimates and provided final engineering design. Brendan performed hydrologic and hydraulic modeling, assisted in alternatives development, and preparing construction cost estimates and final engineering plans.

Tri-State Tollway (I-294) Widening and Rehabilitation, Illinois Tollway, Schiller Park, Illinois (Design Engineer)\*

Design Engineer providing Phase II design engineering services for the widening and rehabilitation of nearly two miles of I-294 from the new Elgin-O'Hare/Western Access system interchange to the O'Hare Oasis. Stormwater design included detention for the additional fifth travel lane in each direction, floodplain modeling and compensatory storage for Silver Creek crossing I-294 and roadway design to avoid impacts to regulatory floodway along each of the oasis ramps. Brendan was responsible for storm sewer design and detention modeling, stormwater calculations and preparation of construction and maintenance of drainage plans.

2015-2018 Ancillary Sewer Program, City of Chicago Department of Water, Chicago, Illinois (Design Engineer)\*

Construction Inspector for a sewer improvement program divided into three sections; each with its own contractor and contract documents.

\* denotes projects completed with other firms

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As a senior project manager with more than 20 years of experience, Jason has worked on all types of municipal infrastructure and highway projects throughout Kentucky. He has specialized experience in roadway and pavement design, utility relocation design, and traffic engineering. He brings his roadway expertise and experience to our wastewater conveyance design team. Jason is well-versed in LFUCG's and KYTC's technical design requirements and was the design engineer for the UK Trunk B RMP project completed as part of the Newtown Pike Extension roadway improvements.

### **EDUCATION**

BS, Civil Engineering, University of Kentucky

### **REGISTRATIONS**

Professional Engineer #22536, Kentucky

### **PROJECT EXPERIENCE**

#### **US 68 (Harrodsburg Road) Widening, Lexington, Kentucky**

Project Engineer responsible for design of a double crossover diamond interchange (DCD-first in Kentucky) for the widening of Harrodsburg Road at the New Circle interchange. The existing roadway had two through lanes and single left turn lanes. The project was physically constrained by the existing right-of-way at the New Circle Road bridge. Shared use paths have been incorporated in the final design to accommodate pedestrian and bicycle traffic.

**KY 32 Reconstruction, Rowan County, Kentucky**  
Project Engineer leading the design of the Phase I assisted with the initial design and layout of alternatives which included utility avoidance, right-of-way impacts, maintenance of traffic, and public involvement. To minimize right-of-way impacts within the project area, a three-lane urban section is being designed but transitions to a three-lane rural section where business and residential entrances are spaced out and the terrain is better suited for a rural section.

#### **UK Trunk B (RMP Project) - Newtown Pike Extension, Fayette County, Kentucky**

Project engineer responsible for Phase II design of a new route from Main Street to Versailles Road, a length of 1.42 miles. The proposed typical is an urban template with raised median, curb and gutter, and sidewalks. The purpose of this project is to extend Newtown Pike, improve traffic flow in the central business district areas, and to provide improved connectivity from the University of Kentucky's central campus to the interstate system. The project included a comprehensive land use plan for the 400 acres surrounding the corridor and the redevelopment of a 25-acre neighborhood due to environmental justice impacts.

#### **US 31E Reconstruction Priority Section / Phase II Design, Nelson County, Kentucky**

Project Engineer responsible for the relocation/reconstruction of approximately 2.6 miles of existing rural two-lane highway to a two-lane initial/four lane ultimate facility from KY 509 to just south of Whitesides Drive. This project was designated as the "Priority Section" of the 14.6-mile corridor due to two high accident locations along this portion of the corridor. Duties for this project included management and preparation of construction plans, right-of-way plans and maintenance of traffic.

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John is a Water Resources Engineer-in-Training with project experience in municipal water infrastructure design, stormwater modeling and management, coal ash byproduct storage and FEMA Flood Insurance Studies. He is assisting Stantec in performing hydraulic modeling of LFUCG's RMP projects to verify they are designed and constructed to meet adequate capacity verification requirements. John has experience utilizing software applications including PCSWMM, AutoCAD Civil 3D, and geographic information systems (GIS) to aid in engineering design and analysis.

## **EDUCATION**

MBA, University of Kentucky

BS, Civil Engineering, University of Kentucky

## **REGISTRATIONS**

Engineer-In-Training #15204, Kentucky

## **PROJECT EXPERIENCE**

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky  
Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

Sanitary Sewer Capacity Assurance Program, Lexington, Kentucky

Project Engineer responsible for calibrating the Lexington-Fayette Urban County Government's city-wide sanitary sewer model. Responsibilities includes updating the future-conditions model to incorporate planned improvements to the sanitary sewer system and calibrating the models to observed flow meter data in the Town Branch, West Hickman, and North Elkhorn sewersheds.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

Rest Area Booster Station, Scott County, Kentucky

Responsible for assisting with the development of the plans and specifications for the demolition of an existing booster station. Project also included construction of a replacement booster station and new water mains in order to provide greater resiliency and flexibility in the system. This improves service to local industry and mitigates the impact of maintenance and potential emergency situations.

Interstate-75 Water Main Improvements, Scott County, Kentucky

Project Engineer responsible for assisting with the development of the plans and specifications for the installation of approximately 10,800 linear feet of water main in Scott County, Kentucky to improve service to local industry.

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Adam is a Civil Engineer in Training that has design and project experience in various civil/water resources related projects including municipal infrastructure, stormwater analysis, flow monitoring, floodplain studies, hydrologic modeling, and large excavations. He also brings in over two years of outside remediation experience, including soil and groundwater treatment, site supervision, and client communication.

## **EDUCATION**

Biosystems Engineering, University of Kentucky

## **CERTIFICATIONS & TRAINING**

Engineer in Training, Kentucky

## **PROJECT EXPERIENCE**

Annual Sanitary Sewer Record Drawings (2015 – 2018), Lexington, Kentucky

Project Engineer responsible for assisting in the development of record drawings for sanitary sewer improvements made each year by LFUCG's sewer repair contractor as part of their annual Inflow and Infiltration Reduction Program.

Floyd Drive Rehabilitation (RMP Project), Lexington, Kentucky

Project Engineer responsible for data collection and maintenance of micromonitors installed in LFUCG's wastewater system to isolate inflow and infiltration (I&I). Removal of I&I in the Floyd Drive area is identified in LFUCG's RMP. To date, LFUCG's rehabilitation efforts in the area have not achieved the wet weather flow reduction target needed to certify adequate capacity in the downstream trunk sewer.

Manchester and R.J. Corman Sanitary Trunk Sewer Replacements, Lexington, Kentucky

Project Engineer assisting in the design for replacement of two sanitary trunk sewers (21-inch and 24-inch diameter) totaling approx. 3,800 LF. Project challenges included: deep sewer (>15 feet), Manchester sewer located in commercial/industrial area requiring 24/7 business access during construction, and RJ Corman sewer located in close proximity to active railroad.

New Circle Road A & B Sanitary Trunk Sewer Replacements (RMP Project), Lexington, Kentucky

Project Engineer assisting in the design for the replacement of approx. 10,000 LF of a sanitary sewer trunk sewer for the LFUCG. Project is part of LFUCG's Remedial Measures Capital Program mandated by federal Consent Decree. Sewers to be replaced range from 12-inch and 30-inch diameter.

City of Covington Remediation Project for the Bill Cappell Sports Complex, Kenton County, Kentucky

Assisted in the analyzation of the City of Covington Landfill within Civil 3D to measure physical features and prepare opinions of probable construction costs. Quantified existing surfaces, utilities, and geographic components.

## References



Based on their level of professionalism and technical abilities, I would recommend them to any other agency...

—John Loechle, Louisville and Jefferson County MSD

We take great pride in providing value and a high level of service to our clients. **But don't take our word for it!** We encourage you to contact our clients directly for a first-hand account of our performance and quality of work. Following are four client references who can speak to our work on several wastewater conveyance projects identified in the Past Performance/Experience section of this submittal.

### Lexington-Fayette Urban County Government (LFUCG)

**Charles Martin, PE**, Director – Division of Water Quality  
(859) 425-2455  
[chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)

- Remedial Measures Plan (initial plan development)
- Manchester / RJ Corman Sanitary Trunk Sewer Replacement
- Annual Sanitary Sewer Record Drawings (2015 – 2018)
- Elkhorn Park Sanitary Trunk Sewer Replacement
- Newtown Pike Extension (Sanitary Sewer Replacement)
- New Circle A & B Sanitary Trunk Sewer Replacement

### Hardin County Water District No. 1 (HCWD1)

**Daniel Clifford**, Engineering Manager  
(270) 351-3222 (ext. 216)  
[dclifford@hcwd.com](mailto:dclifford@hcwd.com)

- Fort Knox Storm and Wastewater Improvements

### City of Chattanooga, Tennessee

**Eric Brooks, PE**, Engineering Manager – Waste Resources Division  
(423) 643-7492  
[ebrooks@chattanooga.gov](mailto:ebrooks@chattanooga.gov)

- Focused SSES & Rehabilitation/Replacement Design South Chickamauga Creek – Phase 2
- Interceptor Sanitary Sewer Capacity Improvements – Creekside Preserve

### Kentucky American Water Company

**Adam Tilley, PE**, Project Manager Engineer  
(859) 335-3416  
[Adam.tilley@amwater.com](mailto:Adam.tilley@amwater.com)

- Owenton Sanitary Sewer Replacement Design
- Various Planning and Design Engineering Services (potable water)

# Hourly Rates

We have summarized hourly rates in the table below for all the local staff we anticipate will provide services on this contract. The names in bold are individuals listed in the organizational chart in the Local Resources/ Capacity of the Firm section. We will provide a complete listing of employee names, hourly rates and job titles for our 300+ local professionals upon request.

JOB TITLE	HOURLY RATE	EMPLOYEES/FIRMS	
Project Manager	\$200.00	<b>Joe Herman</b>	
QA/QC Reviewer	\$180.00	<b>Bret Lavey</b>	
Technical Lead	\$160.00	<b>Jason Maxwell</b>	
Senior Engineer	\$160.00	<b>Adam Crace</b> <b>Jason Bricker</b> Erman Caudill	Vince Severance Kip Anderson Luis Arduz
Senior Project Engineer	\$140.00	<b>Robert Hatton</b> Michelle Meehan Clayton Pennington	Matthew Armstrong Ben Halada Erin Mattmiller
Project Engineer (PE)	\$125.00	<b>Brendan O' Bryan</b> Anthony McGrath	Rachel Adams Cyrus Garner
Design Engineer (EIT)	\$115.00	<b>John Magner</b> <b>Adam Garner</b> Brenton Newswanger	Stephanie Kinler Charla Barnes Richard Shook
Project Control Specialist	\$130.00	<b>Chad Pruitt</b> Richard Hake David Baker	Edwin Fuerstein Robert Bebout Shajahan Mondai
CAD Technician	\$110.00	PJ Bond Adam Clinkenbeard Tracy Johnson	Renee Flynn Ben Shelton Brian Sams
GIS	\$105.00	Chase Clark Patrick Creager	Tara Maynard Daniel Eaton
Arborist	\$80.00	<b>Dave Leonard Tree Services</b>	
Registered Surveyor (PLS)	\$115.00	<b>Steve Green (CDP)</b> <b>Reda Smith (CDP)</b>	Rich Newton (Vision)
2-Man Survey Crew	\$140.00	<b>CDP Engineers</b>	<b>Vision Engineering</b>
Clerical	\$80.00	Nicole Miller	Rita Sartori
RPR Representative	\$55.00	Odus Baker (Vision) Tom Lambdin (Vision) Clay Tuckett (Vision)	Taylor Tatliff (Vision) Josh Cheney (Vision) Paul Tucker (Vision)



## AFFIDAVIT

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

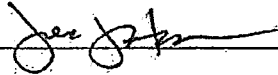
1. His/her name is Joseph J. Herman and he/she is the individual submitting the proposal or is the authorized representative of Stantec Consulting Services Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the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

**Continued on next page**

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

Further, Affiant sayeth naught.

Joseph J. Herman



STATE OF Kentucky

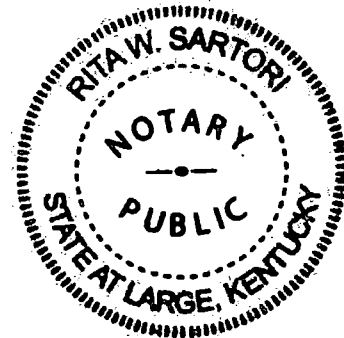
COUNTY OF Fayette

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

by Joseph J. Herman on this the 26<sup>th</sup> day  
of September, 2019

My Commission expires: August 25, 2022

Rita W. Sartori 607362  
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.

### 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.*

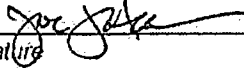
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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

\_\_\_\_\_



January 9, 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, citizenship status, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

### Affirmative Action Policy

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

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

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

### Application of Equal Opportunity and Affirmative Action Policies

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

### Workplace Harassment, Including Sexual Harassment

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



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

#### Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

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

#### Obligations of Company Personnel

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

#### Pay Transparency

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

#### Responsibility for Implementation

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

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

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

Gord Johnston, CEO, Stantec

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

Employee Data Report US - Employee Data 2014 Effective as of Date : '17-SEP-2019' Date of Report: 17-SEP-19 10.09.02 AM

US EEOC Category	Black or African American		Hispanic or Latino		Asian		Two or More Races		White		N/A		Grand Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	7	1	0	0	0	8
First/Mid Level Officials and Managers	0	0	0	0	0	0	0	1	0	0	0	0	1
Professionals	2	6	3	1	2	108	23	1	1	1	1	1	147
Technicians	0	1	0	1	0	27	8	0	0	0	0	0	37
Administrative Support Workers	0	0	0	0	0	4	12	0	0	0	0	0	16
Craft Workers	0	0	0	0	0	2	0	0	0	0	0	0	2
Operatives	0	0	0	0	0	2	0	0	0	0	0	0	2
Laborers and Helpers	0	0	0	0	0	10	0	0	0	0	0	0	10
<b>Grand Total</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>161</b>	<b>44</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>223</b>

Prepared by: Stantec's Information Management personnel Date: 9 / 17 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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: Stantec Consulting Services Inc.

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

Contact Name: Joseph J. Herman Title: Principal

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

Email address: joe.herman@stantec.com



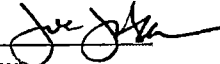
**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # RFP# 38-2019

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 Lexington, KY 40517 Jihad Hallany jhallany@visionengr.com 859-559-0516	DBE	Surveying & Easement Acquisition RPR Services	TBD	10% (anticipated)
2. Leak Eliminators, LLC 330 Lisle Industrial Ave. Lexington, KY 40511 Bruce Whitaker bruce@leakeliminators.com 502-352-3921	VBE	CCTV Inspection RPR Services	TBD	3% (anticipated)
3.				
4.				

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

Stantec Consulting Services Inc.  
Company

Joseph J. Herman   
Company Representative

9/27/2019  
Date

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

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

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

A. Termination for Cause

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


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

#### B. At Will Termination

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

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

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

  
\_\_\_\_\_  
Signature

9/27/2019  
\_\_\_\_\_  
Date

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #38-2019

Date: September 16, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Change requirement from:**

That a selected prime consultant have an office located in Fayette County, Kentucky that has been continuously staffed and in operation since July 1, 2014.

**To:**

The selected prime consultant must have an office located in one of the counties of the Bluegrass Area Development District (ADD) that has been continuously staffed and in operation since July 1, 2014.

The ADD counties include Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.

Are Non-Prime consultants to be ranked for each watershed along with the primes and assigned to work in those watersheds by LFUCG, or are the non-prime consultants to make sub-consulting arrangements with the Primes in order to be selected to do specific project work??



Non-prime consultants should look to make sub-consulting agreements with prospective prime consultants. There will not be any contractual agreements between LFUCG and a sub-consultant, the sub-consultant's contractual relation is with a prime consultant.

Have read through the RFP information a few times now, and am not sure I am clearly understanding the intent. My interpretation is that you are selecting "prime" consultants for each Watershed Project Team with this RFP, but are you also accepting proposals for re-pre-qualifying non-prime consultants for those individual teams for individual conveyance sewers projects?

There will be only four contracts, one for each team led by a prime. Non-prime consultants should pursue contractual relationship with prospective primes.

The previous prequalification process will terminate once this new selection process is complete.

How are non-prime Watershed Project Team consultants to be selected and/or assigned the individual conveyance projects?

Non-prime consultants must be part of a selected team, otherwise, they will not be working on future conveyance projects for LFUCG.

Will the selection of non-prime consultants be by the prime consultant for each Watershed Project Team, or will the non-prime consultants continue to be selected via the current revolving eligibility process?

The current revolving eligibility process terminates upon the award of the four watershed teams, each which are led by a prime consultant that assembles their team by contracting with sub consultants of their choosing.

Will LFUCG select prime consultants in the order listed in Table 1?

Yes – refer to the section titled Selection Process, which begins immediately after Table 2.

Who are the members of the selection workgroup?

The membership of the selection team will remain confidential.





Pre-proposal sign in sheets are attached.

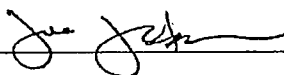


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #38-2019

Date: September 19, 2019

Subject: Engineering Services for Sanitary Sewer Watershed Design Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Referring to the spreadsheet showing the schedule for RMP projects (last page of the package) can you list the projects still to be performed in each watershed (10/5/5/4 projects) referenced in the table on page 2 of 14 in the rfq?

A list of projects will not be provided because:

Not all the projects reflected in Table 2 are RMP projects.  
Lexington has begun dialogue with regulatory agencies on amending the spreadsheet ... adding, subtracting and modifying some projects in the 2025 – 2026 timeframe.

The spreadsheet was intended as a guide, not an absolute. Proposers should be emphasizing their experience with sanitary pipeline projects and Fayette County watersheds.

Is the Remedial Measures Program management consultant eligible to submit a proposal, either as the lead consultant or as part of a team?

Hazen and Sawyer is contractually responsible for managing the work product of the Watershed Design Teams and thus is ineligible for an RFP #38-2019 award as a prime or as a sub consultant. Hazen's RMP sub-consultants are eligible for consideration.



On p. 6 of the RFP, Estimated Cost of Services (20 pts) is listed under Selection Criteria. How is Estimated Cost of Services developed from hourly rates?

As stated in the paragraph titled Selection Process, the best value determination will be made using an hourly rate comparison with total hours billed from previous, applicable RMP projects.

Will LFUCG allow for future adjustments in hourly billing rates to address annual wage increases, and if so at what interval?

All four contracts will be allowed to request 2 adjustments, the first will be 7/01/2023 and the second will be 7/01/2026. The hourly rate adjustments will be based on the Cumulative Annual CPI we use for sewer rates. Example- if the CPI is 1.7% for 2020, 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 5.7% on July 1, 2023.

Is there a limit to the number of resumes that can be submitted?

Table 2 text - Resumes (1-page limit each) for proposed Project Managers and **other key employees** of the Firm to be assigned to the projects with their prospective roles.

The submission of resumes for minimal contributors may be viewed as not following instructions.

Can a GIS file delineating the sewer sheds be provided?

LFUCG GIS shape files will only be provided to the consultants awarded a contract, not prior to award

While we realize that some non-RMP projects may be handled through these contracts, can you please provide a list of the remaining RMP projects by watershed?

The spreadsheet was intended as a guide, not an absolute. It is the only list that will be provided.

Can a prime consultant include a non-prime team member that was not in attendance at the pre-proposal meeting?


Yes

For our watershed team, are we required to list specific MBE/DBE/VBE entities in specific roles or can we include a list of MBE/DBE/VBE firms certified by LFUCG that we will utilize?

The LFUCG MWDBE Participation form will need to be completed with the MBE/DBE/VOSB firms your company will utilize on the project with a notation of "TBD" *if* the company has yet to select



firms for subcontracting/subconsulting opportunities. The MBE Liaison, Ms. Sherita Miller, will follow up with the company upon contract award to finalize the participation of MWDBE and VOSB firm for this project.

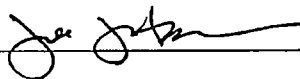


Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Cir., Lexington, KY 40513

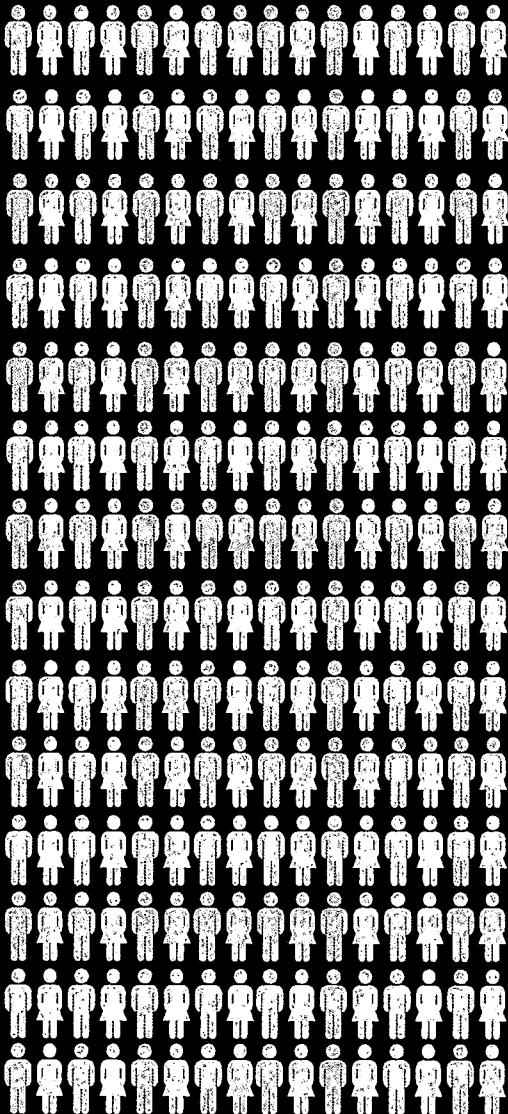
SIGNATURE OF BIDDER:  \_\_\_\_\_



# 317+ LOCAL STAFF READY TO DELIVER

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STANTEC:  
**224**



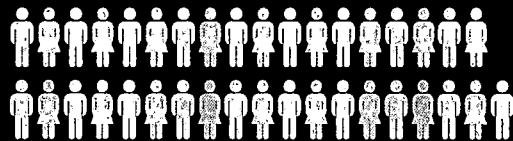
CDP ENGINEERS:  
**17**



VISION ENGINEERING:  
**19**



LEAK ELIMINATORS:  
**37**



DAVE LEONARD TREE SPECIALISTS:  
**20**





Design with  
community in mind

**EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

LFUCG TASK ORDER NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR

---

**CONSULTANT**

**OWNER**

	Lexington Fayette Urban County Government	
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	cmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:



1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. 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 attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

*Two originals of this work order shall be executed by the Consultant and returned to the Owner \_\_\_\_\_.  
A fully executed copy will be returned to the Consultant.*

MAYOR LINDA GORTON



**LEXINGTON**

CHARLES H MARTIN  
DIRECTOR  
WATER QUALITY

**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:** Charles H. Martin, P.E., Director *CHM*  
Division of Water Quality

**DATE:** November 15, 2019

**SUBJECT:** Engineering Design Services Contract – RFP #38-2019  
Team 4: Stantec

---

### **Request**

The Division of Water Quality recommends the award of an indefinite services engineering contract to Stantec for professional services needed to complete various sanitary sewer pipeline projects in the Cane Run, North Elkhorn and South Elkhorn sewersheds.

### **Why are you requesting?**

The division continues to aggressively implement all phases of the Consent Decree. An important component of this implementation is the timely completion of EPA and state approved pipeline projects that are more often than not hydraulically dependent on each other. Due to the technical relationship between pipeline projects located within the same drainage basin, the division recommends designing future sanitary pipeline projects within a specific watershed using the recommended design team.

Stantec was the top ranked submission out of six remaining proposals received for the Team 4: Cane Run, North Elkhorn and South Elkhorn sewersheds. The reviews and ranking were compiled by a review team that included staff representing the Division of Central Purchasing and the Division of Water Quality.

### **What is the cost in this budget year and future budget years?**

While there is no guarantee of future work, the annual design contract value, per the EPA approved RMP schedule, is expected to range from \$0 to \$290,000 annually.

### **Are funds budgeted?**

Future funding dependent to future budget decisions made by Urban County Council

**File Number:** RMP #38-2019

**Director/Commissioner:** Martin/Albright

