

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 28th 2022, 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 KY 40513-1703 (“CONSULTANT”).

OWNER intends to proceed with Engineering Services for Town Branch 5 Sub Drainage Area as described in the attached EXHIBIT A, Scope of Engineering Services and Related Matters RFP #27-2022 (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 RFP #27-2020 (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 RFP #27-2022).
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 RFP #27-2022, **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 RFP #27-2022, 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 five (5) 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**

**RFP #27-2022**

**Scope of Services RFP #27-2022  
Request for Proposals (RFP) and Hourly Rates for  
Professional Engineering Services  
Town Branch 5 Sub Drainage Area**

**Overview**

This RFP covers two TASKS that have deliverables that have a physical relationship with each other.

**TASK A:** Complete a condition assessment of a defined area. This includes mapping, coordinating physical inspection of assets, hydraulic / hydrologic (H&H) modeling, public outreach and communication with production of a final report.

**TASK B:** Provide a recommendation, supported by a physical assessment / survey of system geometry, which allows for the future relocation of existing storm and sanitary sewers that are under existing structure and within/adjacent to the area being evaluated in TASK A.

Details regarding each task are provided in the Scope of Services section beginning on page 5.

**Background**

The defined project area identified as Town Branch 5 has historically experienced chronic surface water flooding and basement backup events that have increased in frequency over the past decade. These events typically occur during and after intense storm events (greater than 3 inches with a six-hour period) but more recently events have occurred in the absence of an intense storm event. The true root causes of these flooding and basement backup events are unknown. The primary goals of this project is to fully evaluate the infrastructure intended to convey stormwater and sewage safely away from the neighborhood, make recommendations for improving that infrastructure and to provide preliminary cost estimates for the final design and construction of recommended improvements. Recommendations for further evaluation will be accepted but are not likely to become part of this scope. There will be no design, program management or construction management services associated with this project, the selected firm(s) responsibility will contractually end upon acceptance of the final report.



## **Goals and Objectives**

The primary goal and objective of this project is to identify alternatives and develop a future action plan for abating storm water and sanitary sewer service complaints within the project area for the target design storms.

## **Overview**

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring:

1. The development of infrastructure mapping, compatible with LFUCG's GIS database, which validates the actual connectivity and geometry of the existing sanitary sewer and storm sewer network within the defined project area.
2. The management of LFUCG employed contractors who have the skill and capacity to:
  - a. Internally clean and inspect storm and sanitary infrastructure using conventional jet-vacuum cleaning and close circuit television (CCTV) inspection equipment.
  - b. Execute smoke testing of the sanitary sewers during the dry weather months so that less visible sanitary infrastructure defects can be identified.
3. Procurement and direction of Consultant employed contractors with the capacity to install, calibrate and maintain rain gauges and in-pipe flow meters for a period of 120 days.
4. The development of compatible hydrological and hydraulic models that, utilizing field collected data, can be used to predict sanitary and storm sewer system behavior for a 2-year / 24-hour rain event applied to the sanitary system and a 25-year / 24-hour rain event applied to the storm system.
5. Extensive public engagement documenting the severity and extent of a) sanitary sewer backups, b) structural home flooding from overland flow of water (entering through a door, window or other exterior opening and c) street flooding where the crown of the street is fully submerged.
6. The production of a final report detailing all findings and recommendations.

## **General Submittal Requirements**

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than twenty-five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (five pages maximum)
  - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and field consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with a traditional Sanitary Sewer Evaluation Survey (SSES), Sanitary Sewer Assessment (SSA) and/or comprehensive drainage study within an urban setting. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.



3. Project Team (ten pages maximum)
  - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Three (3) Clients for which similar work has been performed (one page maximum)
  - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.
5. Four (4) Firm Reference Projects (four pages maximum)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in Fayette County Kentucky of a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties)
7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (format provided)
  - Provide detailed information regarding the hourly rate and estimated hours per subtask for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. For TASK A, the summary sheet should reflect the estimate lump sum for each subtask along with unit prices to "to be determined" quantities such as flow meters and additional meetings. There are no reimbursable expenses associated with TASK A. TASK B of this scope is a LUMP SUM effort.

The final deliverable for this project is the written report documenting all findings, recommendations and preliminary cost estimates. Overall project expenses are expected to be incurred as follows:

LFUCG - The Division of Water Quality (DWQ) will be contractually responsible for all field contractors providing smoke testing, pipe cleaning and CCTV inspection services. DWQ will manage and direct the field contractors using advice and direction from the Consultant. DWQ must approve all work directives issued to the field contractors. DWQ will be responsible for reviewing and approving all invoicing received from the field contractors. DWQ will provide one full time equivalent employee (FTE) to act as the liaison between the Consultant and the field contractors while also providing field inspection services as needed to ensure an acceptable work product from the field contractors.

Consultant – While DWQ retains the contractual relationship with the field contractors listed above, the Consultant is responsible for the contractual relationship with all geographic survey crews, flow monitoring, or rain gauge crews (subconsultants) working on the project. The Consultant will be responsible for providing functional direction in collecting required field work data and analyzing all data collected by the field contractors and subcontractors. Field data must be mutually accepted by the Consultant and LFUCG. Once accepted, the data must then be exclusively utilized by the Consultant to produce the final deliverables.

The Consultant’s estimated fee for the project should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used if there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.

### Scope of Services

The project area is more accurately defined in exhibits titled Task A Sanitary Sewer and Task A Storm Sewer. Those areas are further described as follows:

#### **TASK A**

The control points for the field evaluation and modeling effort should be limited to:

1. Sanitary:
  - a. Downstream termination point: TB5\_351
  - b. Upstream termination points - starter manholes with the following exceptions, which should be implicitly modeled as point loads.
    - i. TB5\_368A
    - ii. TB5\_376
    - iii. TB3\_326A
2. Storm:
  - a. Downstream termination points – TB4\_428CI and TB5\_153MH with inclusion of a rationale for the assumed tail water condition.
  - b. Upstream termination points – starter manholes and inlets with the following exceptions, which should be implicitly modeled as point loads.
    - i. TB5\_201 MH
    - ii. TB5\_252 MH
    - iii. TB5\_260 MH

The requested Scope of Services, as applied to the study area, are as follows:

1. Review of all existing data, records and reports including,

- a. Previous reports in the study area on file and provided by LFUCG, including associated surveys and modeling information,
  - b. Effective FEMA Flood Insurance Study and any Letter of Map Change documents,
  - c. LFUCG provided GIS data of mapped infrastructure, as currently understood, in ESRI format, Consultant shall execute the appropriate license agreement with LFUCG Division of Computer Services,
  - d. Any previous questionnaires on file or drainage/flooding calls reported through LFUCG LexCall (311) system and provided by LFUCG,
  - e. Any Accela or LexCall information regarding sanitary sewer or flooding related service calls within the project area.
  - f. Maintenance records for sanitary sewer infrastructure located within the project area including 2016 CCTV records / videos of the storm sewer system along Slashes Road (Accela record 16-TVM-0278).
  - g. Interview key operations staff for historical insight related to sanitary and/or stormwater infrastructure problems within the project area.
2. Develop a written work plan and schedule for directing field contractors in the collection of system data needed to prepare the final report.
- a. Assist DWQ in scheduling and directing the cleaning/televising/smoke testing field contractor(s) so that data is collected in an orderly fashion that maximizes an efficient scope of work. Data collected during the cleaning and CCTV phase must be compatible in format with Lexington's Accela asset management system so that results can be downloaded into the system.
  - b. Procure, schedule, and direct the work of subcontractors, working for the Consultant, in the installation of the rain gauges and flow monitors needed to construct and calibrate the hydraulic models.
3. Modeling. The primary goal of the modeling effort is to evaluate what can be done to abate sanitary sewer backups and overland flooding within the project area without simply moving the problem downstream beyond the established project area control points. More specifically, modeling should be executed as follows:
- a. Conduct a sanitary sewer hydraulic modeling effort consistent with the requirements of DWQ's Hydraulic Model Report and Capacity Assessment Work Plan.
  - b. Conduct H&H modeling of the stormwater system, including calibration, verification and/or modification of any existing modeling provided by LFUCG, to be used for justification and design purposes and shall include analysis of the 25- year, 24-hour frequency storm event at a minimum. The Consultant shall:
    - i. Complete all H&H work using the latest version of a SWMM based software. LFUCG shall not be charged directly for purchasing, maintaining, or upgrading this software.
    - ii. H&H parameters shall be those listed in the current version of the LFUCG Stormwater Manual.
    - iii. LFUCG has a raster Digital Elevation Model (DEM) with the following attributes:
      - A. The DEM is a processed raster
      - B. Cell size is 5 ft. (approximately 1.5m)
      - C. Sinks are not filled
      - D. Hydro features are flattened
      - E. The DEM is a 32-bit, floating point, AIG format raster. The DEM was generated from LiDAR data collected by the Kentucky Division of Water in 2019.  
LFUCG can make this data available to the selected Consultant.

- iv. Model calibration shall make every effort to include documented and verified past history, such as witness reporting and pictures from a documented storm event.
4. Identify the location and facilitate the installation of one precipitation (rain) gauge in the project area. This gauge shall be the tipping bucket type and capable of recording precipitation on a 5-minute interval. The gauge should be operated for a 120-day period.
5. Using LFUCG GIS data and Consultant employed survey crews, verify and correct, as necessary, the geometry of the sanitary and storm sewers, verifying connectivity where appropriate and assisting with correcting existing map discrepancies. More specifically, conduct field surveying in the project area including, but not limited to:
  - a. Provide notification to property owners/residents regarding survey and access,
  - b. Verification and quality check of any survey data provided by LFUCG,
  - c. Location and elevation features of all existing sanitary infrastructure and stormwater drainage infrastructure, any discrepancy between survey information (location, size, material, etc.) and GIS data shall be documented and reported on the appropriate Map Discrepancy Form (see exhibits).
  - d. Location of any surface features that potentially alter or impede the flow of surface water or influence natural overland stormwater flow.
  - e. Provide LFUCG a survey drawing and electronic submittal of survey information as part of the final report.
6. Facilitate public engagement and involvement in the following forms:
  - a. Direct contact with property owners/residents located within the project area that have historically reported flooding or basement backup events via LexCall and/or Accela sometime between January 1, 2015, and December 31, 2021. In order to get a clearer understanding of sanitary and storm water problems experienced by residents, the Consultant should contact each property owner/residents in the project area (approximately 460 parcels) by one of the following methods:
    - i. Written Questionnaire (approved by LFUCG)
    - ii. Telephone interview
    - iii. Face to Face interview

The findings of each direct contact should be documented by the Consultant in a format suitable for review and follow up action. A maximum of two contact efforts (questionnaire, telephone, or face to face) are to be made for each parcel located in the project area. The Consultant may create a unique email address to allow residents to submit scanned copies of questionnaires or photos/videos of flooding events.

- b. A draft questionnaire format must be prepared for LFUCG review and approval. Once approved, questionnaires are to be mailed to each parcel within the project area with a stamped, addressed return envelope back to the Consultant. LFUCG will assist in providing the successful Consultant with the parcel list. The Consultant should coordinate with LFUCG throughout this process.
  - i. Scanned and/or emailed responses are acceptable. Consultant can set up a unique email address or web-based questionnaire for property owners/residents as an optional approach.
  - ii. Consultant may create their own version of the Questionnaire, subject to LFUCG approval prior to any distribution.
- c. Telephone interviews or electronic communication with any property owner/resident claiming structural or street flooding as defined in the Stormwater Severity Scoring report.

- d. Collecting any information regarding flooding from property owners/residents, including but not limited to, photographs, videos, high water marks, etc. Dates of storm events if known by the property owner/resident, should also be provided.
  - e. Consultant shall maintain all files and documents of interviews and provide copies (paper and electronic) to LFUCG. LFUCG must pre-approve telephone and face to face interview questions before proceeding.
  - f. The Consultant shall compile, analyze, and process all interview data and provide summary tables / maps to illustrate the findings.
  - g. Consultant shall create and maintain a web-based system of allowing residents to respond to written communication in lieu of US Mail. Web based system shall be capable of collating data and producing suitable reports.
  - h. The Consultant's lump sum fee proposal should allow for two public meetings to be scheduled and hosted by LFUCG (one kickoff meeting and one 90% findings meeting). The Consultant will be responsible for preparing all meeting materials (maps, sketches, and other exhibits), preparing meeting agendas and recording / compiling meeting minutes.
  - i. Consultant shall field verify any reports of flooding received between the notice to proceed date and the date of the 90% draft report submittal. Photographs, measurements, or other data necessary to corroborate the reports should be collected during this field verification effort.
7. Complete a final report detailing the findings and conclusions obtained from Scope of Services subtasks 1 – 6. Referring back to the stated Goals and Objectives of this project, provide recommendations for next steps and estimated costs for implementing those next steps. Based on the findings of the work, recommend future capital projects that will support the Goals and Objectives of this project, recommending no more than three projects in each category (sanitary / storm) for near-term action. Any projects recommended for near-term action should also include a preliminary capital cost for implementation (including property or right of way acquisitions). The final report should also identify, when apparent, obstacles to implementing a recommendation including:
- a. Parcels containing surface structures that restrict access to potential future improvement corridors,
  - b. The location of natural, continuous, or intermittent springs identified during the field investigation and public outreach phases that influence outcomes.
8. The 90% Final Report deliverable shall be provided in three hard copies and one electronic copy. The 100% Final Report deliverable requires five hard copies and one pdf copy. The format of the final report should be presented as follows:
- a. Executive Summary
  - b. Field Work Plan / Presentation of Key Findings Impacting Goals and Objectives Achievement
  - c. Hydraulic and Hydrologic Modeling Results
  - d. Public Outreach Findings
    - i. A map of each project area showing roads, parcels, addresses (annotated to show addresses contacted), responses and non-responses, type of flooding reported (if any), new development that has occurred within the last five years, and mapped floodplains (if any).
    - ii. Searchable summary of stormwater questionnaire responses.
    - iii. Copies of all stormwater questionnaires returned (digital & hardcopy).
    - iv. Copies of all "raw" data received by Consultant (digital & hardcopy).
    - v. Any photographs/correspondence submitted by property owners/residents (digital & hardcopy).

For all above sections, if any responses are received via web-based application, provide a compilation of the responses in both Excel and pdf format.

- e. Analysis and Conclusions Reached

- f. Summary of Recommended Next Steps / Capital Project Recommendations
  - g. Appendices with Supporting Data
  - h. Required formats
    - i. Text and surveys in pdf format.
    - ii. Photos in jpg format
9. Related Matters
- a. LFUCG will be responsible investigating and inspecting the physical connection of sump pumps connected to the sanitary sewer within the service area. The Consultant's responsibility is limited to inquiring and documenting "*do you have a sump pump?*" responses during the public engagement phase. Residents should be informed that future sump pump redirects within the project area will be suspended until the final project report is received and evaluated by LFUCG.
  - b. The development / implementation of an effective communications and work plan involving LFUCG, the Consultant and field contractors is essential for collecting, analyzing and processing that volume of data likely acquired during this project. The Consultant is responsible for continuously evaluating the process throughout the project and notifying LFUCG when systems are not performing in a manner that generates a less than optimal outcome.
  - c. The Consultant will be required to attend monthly progress meetings via virtual format – with a maximum of 12 meetings. Typical meetings should have not more than four (4) representatives of the Consultant in attendance.

## **TASK B**

TASK B is a separate deliverable whose findings will be submitted in a separate report from TASK A. Relevant information gathered from TASK A can be used to make informed conclusions for TASK B but this task's goal is limited to evaluating potential realignments of the current pipe network, not for assessing the condition or capacity of the existing pipe network.

As illustrated in the exhibit titled Task B Sanitary and Storm Sewer, pipe upstream of sanitary manhole TB4\_355A and stormwater structure TB4\_428CI are located on private property and under existing structures. The TASK B deliverable is to complete the horizontal and vertical surveying necessary to evaluate the feasibility of relocating the highlighted facilities to the public right of way. A Technical Memorandum must be prepared that thoroughly describes the evaluation methods used, identifies known potential utility conflicts, and verifies grade conflicts that would prevent the successful relocation of target infrastructure away from private property and onto public right of way.

The fee for **TASK B** should be submitted in lump sum format.

### **List of Exhibits**

1. Task A Sanitary Sewer Map
2. Task A Storm Sewer Map
3. Task B Sanitary and Storm Sewer Map
4. Map Discrepancy Form (two unique versions)
5. Fee schedule

**Tentative Project Schedule**

<b>Task A</b>	<b>Calendar</b>
Award Contract / Project Kick Off	June 1, 2022
Begin Public Outreach / Involvement Efforts	July 1, 2022
Flow Monitoring Period	March 1 – June 30, 2023
Smoke Testing	Fall 2022
Mapping and Field Data Collection	Complete by March 1, 2023
90% Findings Ready for Public Review	October 1, 2023
Submit Final Report	December 31, 2023
<b>TASK B</b>	
Draft Technical Memorandum due	June 1, 2023
Final Technical Memorandum due	August 31, 2023

**Method of Invoice and Payment**

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

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

**STOP WORK NOTICE:**

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

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

## **Disadvantaged Business Enterprise (DBE) Notice**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalification submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.



# RFP# 27-2022 TOWN BRANCH 5 SUBDRAINAGE AREA EVALUATION

Project Duration - 365 Days  
 Flow Monitoring Duration - 120 days

TASK A		UNIT PRICE	LUMP SUM
1	Existing data, records and reports review		
2	Submission of overall project work plan and schedule		
3.a	Modeling - stormwater		
	Installation and maintenance of suitable flow meters (per meter) from entire flow monitoring duration		
	Collection / Synthesis of data and final model calibration		
3.b	Modeling - sanitary		
	Installation and maintenance of suitable flow meters (per meter) from entire flow monitoring duration		
	Collection / Synthesis of data and final model calibration		
4	Rain gauge installation, maintenance and data collection for entire flow monitoring duration		
5	Surveying		
6	Public Engagement		
	questionnaires / direct contact (max 460 parcels)		
	Two required public meetings		
	Additional public meetings		
7	Meetings		
	Twelve required progress meetings		

# RFP# 27-2022 TOWN BRANCH 5 SUBDRAINAGE AREA EVALUTION

Project Duration - 365 Days  
 Flow Monitoring Duration - 120 days

	Additional progress meetings		
8	Project Management		
9	Other project costs not identified		
SUM: TASK A			\$0
TASK B			
LUMP SUM			

TOTAL (TASK A AND B)

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	ESTIMATED HO		
				A.1	A.2	A.3.a
Technician	Joe Smith	Tech III	\$100	10	5	40
Project Manager						
Senior Engineer						
Engineer						
Technician						
GIS Technician						
Survey Crew						
Subcontractors						
Other						

0 0 0





LEXINGTON

# Task A Sanitary Sewer

## Task Area Stats

Total Pipes: 96  
Total Length: 20,668 ft.  
Min Diameter: 4 in.  
Max Diameter: 15 in.  
Total Parcels: 458

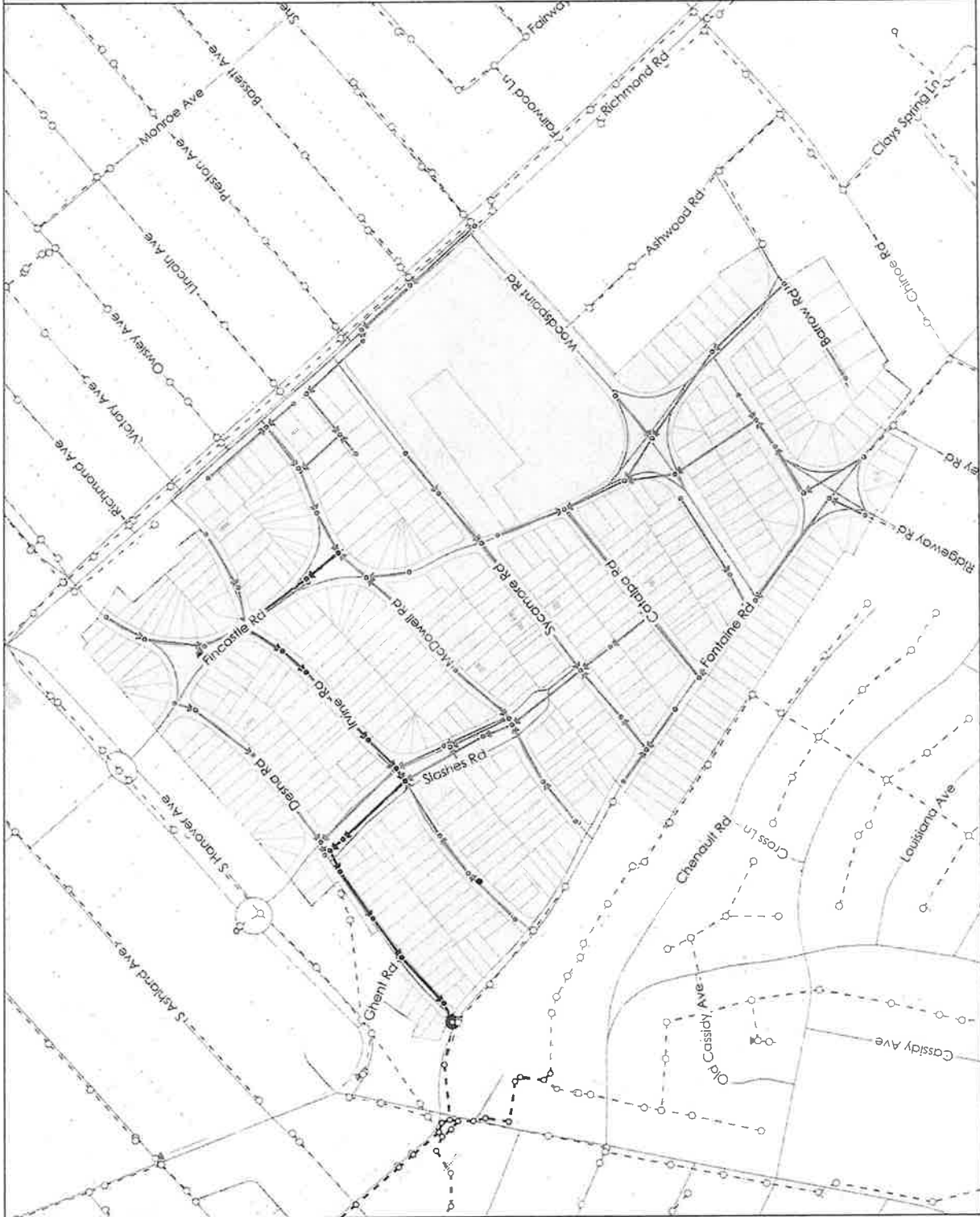
- TB5\_351
- Task A Manhole
- Collection
- Trunk
- Cleanout
- Task A Pipes
- Collection
- Trunk
- Lateral
- Slub
- Task A Sanitary Project Area

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Scale: 1:4,800





# Task A Storm Sewer

## Task Area Stats

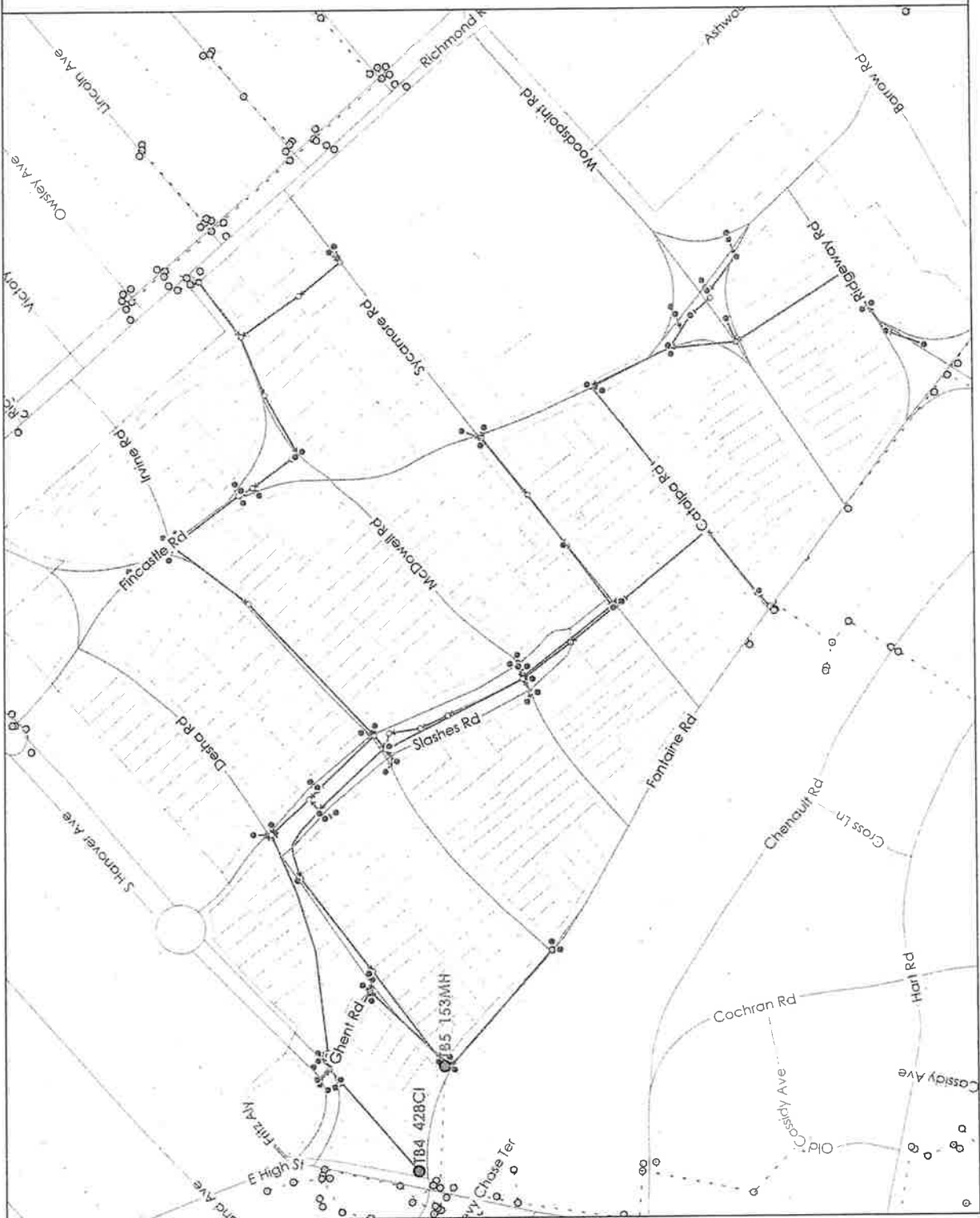
Total Inlets: 82  
Total Manholes: 47  
Total Pipes: 134  
Total Length: 13,902 ft.  
Min Diameter: 4 in.  
Max Diameter: 45 in.  
Total Parcels: 422

- IB4\_428CI
- IB5\_153MH
- Task A Stormwater Inlets
- Task A Stormwater Manhole
- Task A Stormwater Pipe
- ▭ Task A Stormwater Project Area

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Scale: 1:3,600





LEXINGTON

# Task B Sanitary & Storm Sewer

## Task Area Stats

Total Parcels: 15

Total Inlets: 2

Total Pipes: 2

Total Length: 1,135 ft.

Pipe Diameter: 36 in.

Stormwater

Total Manholes: 5

Total Pipes: 4

Total Length: 907 ft.

Min Diameter: 8 in.

Max Diameter: 10 in.

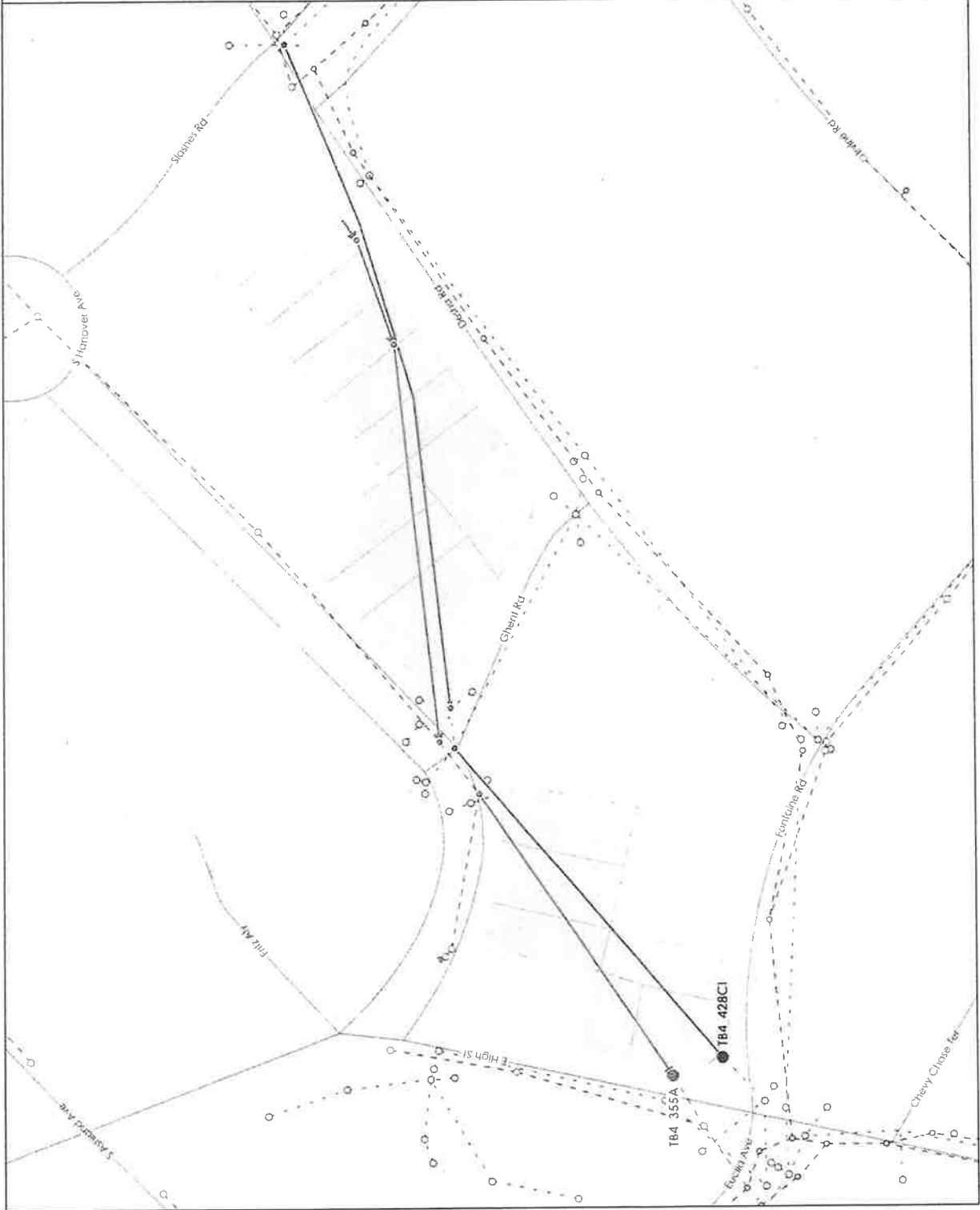
Sanitary

- TB4\_355A
- TB4\_428CI
- Task B Sanitary Manhole
- Task B Stormwater Structure
- Task B Sanitary Pipe
- Task B Stormwater Pipe
- Task B Area



Scale: 1:1,200

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**ADDENDUM #1**

RFP Number: #27-2022

Date: May 4, 2022

Subject: Professional Engineering Services Town Branch 5 Sub Drainage Area

Address inquiries to:  
Brian Marcum  
brianm@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Question: Will LFUCG's field contractor(s) be responsible for performing manhole inspections or dye testing in the project area?

Answer:

LFUCG's contractor is capable of executing dye testing but not Manhole Assessment Certification Program (MACP) complaint manhole inspections. Proposers recommending MACP level inspections must provide their own staff for that work.

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

5/1/2023

DATE (MM/DD/YYYY)  
4/22/2022

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

**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).

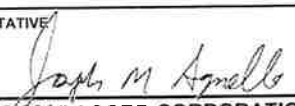
PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkshire Hathaway Specialty Insurance Company	22276
INSURER B:	Travelers Property Casualty Co of America	25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER:** 14658082      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584-04	5/1/2022	5/1/2023	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	47-UMO-307585-04	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

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# **EXHIBIT C**

**Proposal of Engineering Services and Related Matters  
The Consultant's Response to  
RFP #27-2022**

# Professional Engineering Services Town Branch 5 Sub Drainage Area

RFP: # 27-2022



PREPARED FOR:  
Lexington-Fayette Urban County Government

MAY 11, 2022





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

May 11, 2022  
File: pr\_893824

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

Dear Mr. Slatin,

**Reference: RFP #27-2022 Professional Engineering Services Town Branch 5 Sub Drainage Area**

Stantec Consulting Services Inc. (Stantec) is pleased to submit our proposal for the referenced RFP. Joining our team are Hydromax USA (HUSA), Vision Engineering, LLC (Vision) and Lone Camel, PLLC (LC). HUSA will provide rainfall and flow monitoring services and have provided similar services on your Sanitary Sewer Assessments and Capacity Assurance Program. Vision, a certified minority-owned business enterprise (MBE) located in Lexington will be responsible for surveying sewer infrastructure. LC, a service disabled veteran-owned business (VOB) located in Louisville will be responsible for developing cost opinions for abatement alternatives. With the addition of Vision and LC, we are committed to meeting or exceeding your MWDBE and VOB procurement goals for this project.

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

As you review our proposal, you will see our team brings a wealth of directly relevant experience, a proven track record of performance on your similar past projects and offers several distinct advantages. These advantages are summarized in Section 2 of our proposal under the **Why Select Us?** subheading.

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

Regards,

Stantec Consulting Services Inc.

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Joe Herman, PE  
Senior Principal  
Phone: 859 422 3043  
Cell: (859) 806-9282  
Joe.Herman@stantec.com

**SECTION 2**

# **Firm Qualifications**

## 2. OVERALL EXPERTISE OF FIRM

Stantec is a multi-disciplinary consulting firm with a proven track record for providing quality wastewater and stormwater services to LFUCG for over 30 years. Globally, Stantec unites over 25,000 employees working in over 400 locations across 6 continents. Locally, we employ over 220 professionals in our two Lexington offices at 3052 Beaumont Centre Circle and 220 Lexington Green Circle. Stantec has maintained an office in Lexington since 1966.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at [stantec.com](http://stantec.com) or find us on social media.

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### WHY SELECT US?

Our Team offers LFUCG the following distinct advantages in identifying effective abatement solutions for the sewage/stormwater basement backups and street flooding that occur in the Town Branch 5 Sub Drainage Area.

- **Experienced sanitary and stormwater hydraulic modeling expertise.** Stantec Team members have been performing hydraulic modeling to support Lexington's stormwater and sanitary sewer improvement projects since the late 1990s.
- **Consistency in sanitary flow data analysis and modeling.** Stantec Team members have been analyzing your annual rainfall/flow monitoring data and maintaining the system-wide hydraulic model since 2012.
- **Proven public outreach.** Our Team has a proven track record on our projects on effective public outreach. We have successfully navigated you through 10 years of Capacity Assurance Program implementation and over 5M linear feet of smoke testing during the SSAs with minimal complaints/issues from affected residents.
- **Effective field data management and QA/QC protocols.** We used our battle-tested data management and QA/QC protocols to lead the largest sewer field investigation (Sanitary Sewer Assessments) in Lexington's history. The data we collected is supporting your annual inflow and infiltration reduction efforts and helped improve the accuracy of your asset inventory and Geographic Information System.
- **A proven track record in addressing your stormwater flooding complaints.** Under multiple indefinite services contracts, we have been assisting you in implementing your Stormwater Improvement Program (SWIP), and later addressing your Stormwater Priority Projects List, since 1997.



**We've only listed projects where one or more of the individuals identified in the Organization Chart provided a significant contribution.**



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## OUR TEAM'S EXPERIENCE

The following paragraphs highlight some of our Team's relevant project experience. The experience has been categorized to mirror the basic competencies required in your RFP. Only projects where one or more of our Team members had a significant role are identified.

### HYDRAULIC MODELING

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

Stantec has served as LFUCG's SCAP Manager under two successive 5-year contracts since 2012. In this role, we:

- Completed over 400 hydraulic modeling requests to support DWQ and RMP project planning and design efforts;
- Supported annual temporary flow monitoring efforts (2014 – 2022) by identifying rainfall/flow monitoring needs and analyzed collected data to characterize dry and wet weather parameters;
- Performed annual updates/recalibration to the hydraulic model based on annual flow monitoring data and capital improvements to the sewer system;
- Assisted LFUCG and the RMP Team by performing sewer modeling to evaluate potential capital improvements for non-Consent Decree SSOs capacity-poor areas; and
- Provided technical support regarding inflow and infiltration removal and capacity-related issues as requested by LFUCG.

#### REMEDIAL MEASURES PLAN (RMP) DEVELOPMENT, LFUCG, LEXINGTON, KENTUCKY

Stantec was part of the three-consultant team that was responsible for initial development of your \$500M+ Remedial Measures Plan. The Plan outlines your 13-year, wastewater capital improvement program and positions you to successfully achieve your federal Consent Decree obligations. Our role on the team included wastewater modeling and evaluation of trunk sewer conveyance and wet weather storage solutions in the Group 3 Sewersheds. In addition, we were solely responsible for characterizing I/I contributions in the collection system and prioritizing rehabilitation recommendations to support LFUCG's annual rehabilitation program.

### SANITARY SEWER EVALUATIONS

#### SANITARY SEWER ASSESSMENTS, LFUCG, LEXINGTON, KENTUCKY

We led sanitary sewer evaluation survey (SSES) activities and performed an engineering assessment on all seven (7) of your sewersheds and the Blue Sky Rural Service Area. SSES information collected in the field was used to identify I/I sources and assess structural condition of the gravity sewer system.

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

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

We performed a comprehensive evaluation on approximately 150,000 linear feet of MSD's wastewater collection system. Sewers ranged in size from 6-inch to 16-inch diameter. The Camp Taylor area was hastily constructed at the onset of World War 1 and evolved into a residential neighborhood over time. The age of the system and lack of access issues contributed to long-standing SSO and maintenance issues. SSES activities included: closed circuit television (CCTV) inspection, smoke testing, flow monitoring, dye water testing, and private property inspections (both inside/outside homes). We developed rehabilitation recommendations and designed sewer improvements. Recommended improvements were estimated to reduce wet weather I/I by approximately 1.5 million gallons per day.



**Based on Stantec's performance in managing the SSES field investigations and development of effective renewal plans in the Camp Taylor neighborhood, we were one of two consultants (out of eight) selected to perform additional SSES investigation and rehabilitation plans in MSD's other sewer basins.**

## NIGHTENGALE SANITARY SEWER EVALUATION AND REHABILITATION, LOUISVILLE MSD, LOUISVILLE, KENTUCKY

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

### **STORM SEWER EVALUATIONS**

#### WOODHILL/PEACHTREE NEIGHBORHOOD STORM ANALYSIS AND DESIGN, LFUCG, LEXINGTON, KENTUCKY

We evaluated residential and roadway flooding in the Woodhill/Peachtree neighborhood, a 260-acre urban watershed on the north side of Lexington. Scope of the evaluation included: field surveying/inventory of existing stormwater conveyance features, reviewing resident questionnaire responses, condition assessment of existing sewer condition from closed circuit television inspection videos/logs, and hydrologic/hydraulic modeling. We developed preliminary alternatives to mitigate flood issues and restore adequate capacity to the stormwater system. Each alternative was designed to fully mitigate residential and street flooding. Preliminary layouts and conceptual cost opinions were developed to assist LFUCG in selection of the preferred solution. After selection of the preferred alternative, Stantec developed detailed design drawing and an engineer's opinion of probable construction cost.

#### BOLIVAR STORMWATER IMPROVEMENTS, LFUCG, LEXINGTON, KENTUCKY

We evaluated various alternatives to mitigate surface water flooding along Bolivar Road. Recommended solution included a new stormwater curb inlet and 36-inch diameter storm sewer. The evaluation included an assessment of downstream infrastructure to provide reasonable confidence that the proposed solution would not create/worsen flooding in downstream areas. Our scope of work included field survey, hydrologic/hydraulic modeling, alternatives development and evaluation, easement acquisition, and detailed design.

## LFUCG STORMWATER INCENTIVE GRANTS, VARIOUS CLIENTS, LEXINGTON, KENTUCKY

We have been successful at conceiving and designing stormwater best management practice (BMP) projects that support LFUCG's vision of improving stormwater control/quality in Fayette County. Under this program, we have evaluated/designed a bioretention basin, stream restoration, rainwater harvesting, and an in-stream trash skimmer on Lexmark's campus; a bioretention basin and porous pavement at the Thoroughbred Center; pond improvements in the Woodfield Homes neighborhood, and wetland and rainwater harvesting improvements for Link-Belt on Palomar Drive. Our design of a rainwater harvesting system and storm improvements at the Greyline Station on Loudon Avenue recently won the Grand Award from ACEC-KY.

## **PUBLIC OUTREACH**

### EVALUATION OF EXACTIONS PROGRAM, LFUCG, LEXINGTON, KENTUCKY

We assisted the Division of Planning in performing an evaluation of LFUCG's existing Exactions Program and provided a framework for completion of remaining infrastructure and equitable dissolution of the Program. We led meetings with internal stakeholders responsible for administration of the program, as well as with public stakeholders who have participated in the Program and/or own land in the Expansion Areas. Feedback was solicited to ensure Program dissolution recommendations considered the concerns/impacts to each affected stakeholder.

### STORMWATER MANAGEMENT PROGRAM, FRANKFORT, KENTUCKY

We are supporting the implementation of the City of Frankfort's NDPES MS4 Phase II regulatory program. In this role we have been responsible for developing public education materials and supporting public outreach efforts. With the onset of COVID-19, we adapted the City's outreach efforts to focus on virtual meetings, electronic educational materials and web-based information delivery.

### STORMWATER IMPROVEMENT PROGRAM, LFUCG, LEXINGTON, KENTUCKY

Under multiple indefinite services contracts, we have been assisting you in implementing your Stormwater Improvement Program (SWIP), and later addressing your Stormwater Priority Projects List, since 1997. Over this period, Stantec has completed over twenty (20) projects to address local flooding complaints/issues. Typical projects included distribution of questionnaires, field survey, public involvement, evaluation of conceptual alternatives and opinions of probable costs, detailed design and specifications preparation, right-of-way acquisition and coordination, and construction administration services.

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

**JOHN LOECHLE**

*Senior Infrastructure Manager, Louisville and Jefferson County Metropolitan Sewer District*

## PROJECT MANAGER'S EXPERIENCE

We put a premium on transparency and assigning the right person to lead our projects. The table below identifies those projects listed in the previous section that were led, or in which he had a significant role, by our Project Manager. Table 3.2. summarizes our Project Manager's performance on several of our large projects/programs for you.

**TABLE 3.1 PROJECT MANAGER'S EXPERIENCE ON LISTED PROJECTS**

PROGRAM	Client	Role
System Capacity Assurance Program (2012 – 2022)	LFUCG	Project Manager
Remedial Measures Plan (RMP) Development	LFUCG	Project Manager
Sanitary Sewer Assessments	LFUCG	Project Manager
Camp Taylor Sanitary Sewer Evaluation and Rehabilitation	Louisville MSD	Technical Advisor
Nightengale Sanitary Sewer Evaluation and Rehabilitation	Louisville MSD	Technical Advisor
Woodhill/Peachtree Neighborhood Storm Analysis and Design	LFUCG	Project Manager
Bolivar Stormwater Improvements	LFUCG	Project Manager
Evaluation of Exactions Program	LFUCG	Project Manager
Stormwater Improvement Program	LFUCG	Project Manager

Our assigned Project Manager has been working on some of your most challenging stormwater and wastewater project since 1997 and has a proven track record of successful delivery and fiscal responsibility.

**TABLE 3.2 PROJECT MANAGER'S PAST PERFORMANCE ON LFUCG CONSENT DECREE PROJECTS**

PROJECT NAME	Budget Performance	Schedule Performance
System Capacity Assurance Program (2012 – 2017)	<ul style="list-style-type: none"> <li>Completed 5-year contract more than \$200,000 below budget.</li> <li>No consultant-initiated change orders.</li> </ul>	No late delivery on any SCAP Consent Decree deliverables.
System Capacity Assurance Program (2017 – 2022)	<ul style="list-style-type: none"> <li>Completed all task orders at or below established budgets.</li> <li>No consultant-initiated change orders.</li> </ul>	No late delivery on any SCAP Consent Decree deliverables.
Sanitary Sewer Assessments	<ul style="list-style-type: none"> <li>Completed Group 1 SSA \$114,000 under budget.</li> <li>One change order for rework associated with termination of LFUCG's initial SSES contractor.</li> </ul>	No late delivery on any SSA Consent Decree deliverables.  Successfully implemented aggressive corrective action plan to meet Group 2 & 3 Sewershed deliverables after termination of LFUCG's initial SSES contractor.
Remedial Measures Plan Development	<ul style="list-style-type: none"> <li>Completed work assigned from Prime Consultant under budgeted amount.</li> <li>No change orders for Stantec work assignments.</li> </ul>	No late delivery on any RMP Consent Decree deliverable for which Stantec was responsible.

**SECTION 3**

# Project Team

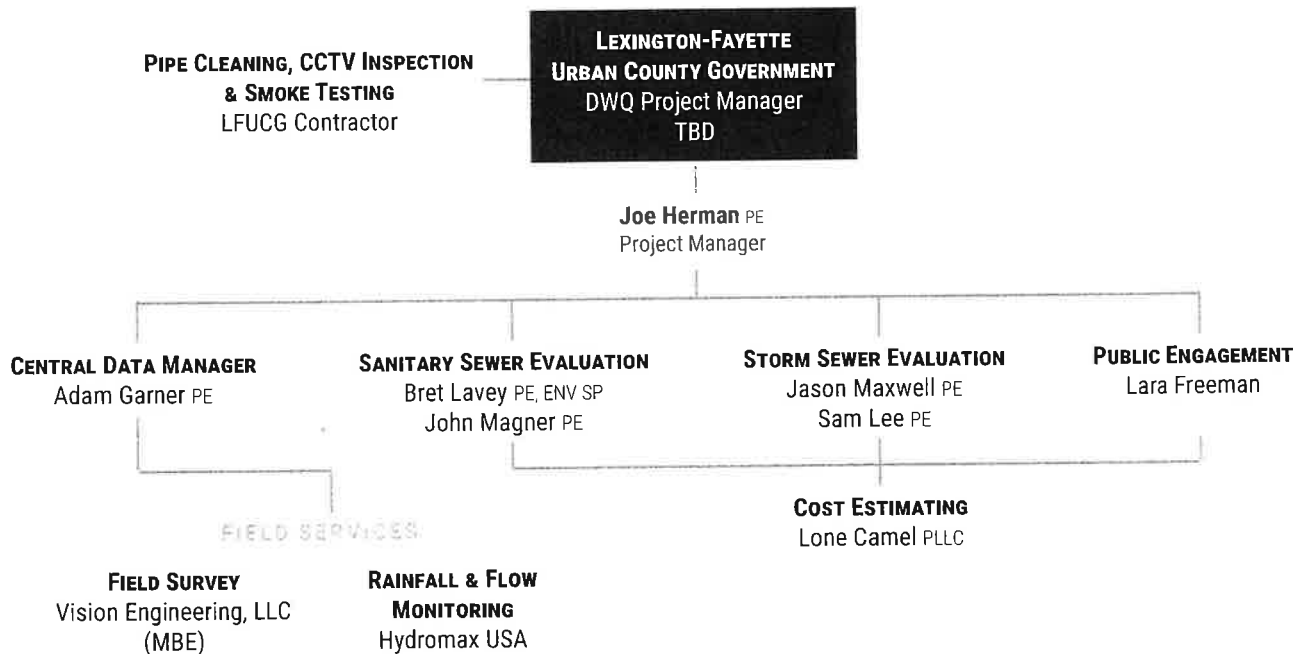
### 3. PROJECT TEAM

Our Organizational Chart (Figure 3.1) identifies key team members and their roles associated with identification and evaluation of alternatives to abate storm and sanitary sewer issues within the Town Branch 5 area. Team members have been selected for this assignment based on their specialized expertise and experience successfully completing similar projects. Individuals shown in the Chart have also confirmed their availability/capacity to work on this assignment and successfully meet the schedule milestones in your RFP.

Highlights of our Team include:

- A Project Manager with over 25 years of relevant experience managing similar services on your past storm and sanitary sewer challenges.
- Team members who completed your Sanitary Sewer Assessments and successfully delivered numerous projects on your Stormwater Improvement Priority List.
- Team members who have been responsible performing your sanitary sewer hydraulic modeling since 2012 and on stormwater projects for you since the late 1990s.
- A qualified storm and sanitary sewer evaluation team who are all certified in the Pipeline, Lateral and Manhole Assessment Certification Program (PACP, LACP, MACP) administered by NASSCO.
- Team members with specialized experience in field data investigations and Stantec's battle-tested QA/QC protocols, ensuring LFUCG that condition assessments and solution alternatives are based on accurate data.
- An unmatched understanding of the Town Branch 5 project area through our Team members prior efforts on your Sanitary Sewer Assessments and Capacity Assurance Program.

Figure 3.1. Organizational Chart



Qualifications for Lone Camel and Vision Engineering are provided in the DBE Involvement section of our proposal.

- A Service-Disabled Veteran Owned Small Business Enterprise (Lone Camel, PLLC) and a local Minority-Owned Business Enterprise (Vision Engineering, LLC) assigned to meaningful roles on the project who maximize our ability to meet your procurement goals for this project.
- Over 220 professionals in our Lexington office (and 25,000 world-wide) to draw upon should project demands require additional resources.

## OUR TEAM

We have organized our team to mirror the technical requirements in your Scope of Work. A brief overview of each team member is summarized in the paragraphs below. Full resumes for our Project Manager, Public Engagement Specialist, and Sanitary and Storm Sewer Evaluation Leads are provided in the pages that follow.

*Joe brings over two decades of proven experience managing sanitary and storm sewer projects for LFUCG.*

**Joe Herman, PE** will be your Project Manager. Joe brings over two decades of experience delivering your sanitary and stormwater projects. He led your Sanitary Sewer Assessments, Capacity Assurance Program, and has assisted you in successfully completing numerous projects on your

Stormwater Priority List. Joe employs a hand-on approach to the projects he manages and has a proven track record of fiscal responsibility and technical quality on your projects.

**Adam Garner, PE** will serve as the Central Data Manager. Adam will be responsible for receiving, tracking and managing data deliverables from our data collection subcontractors and LFUCG's field contractor. He will maintain accurate real-time reporting of data collection and field investigation progress to Joe and LFUCG. Adam will utilize the same Deliverable Tracking Sheet and Map Discrepancy Form we utilized during your Sanitary Sewer Assessments to effectively track deliverables through our QA/QC process and report discrepancies between asset locations in LFUCG's GIS and actual field conditions.



*Our Central Data Manager, Adam Garner, will be responsible for managing/tracking data submissions from both our and LFUCG's field contractors. QA/QC reviews are properly completed and avoids errors/delays associated with improper data management.*

*Our Sanitary Sewer Evaluation team has been responsible hydraulic modeling of LFUCG's wastewater system since 2012 and will reinforce consistency and compatibility with your system-wide sewer model.*

**Bret Lavey, PE** and **John Magner, PE** will be responsible for hydraulic modeling and evaluation of the sanitary sewer system in the project area. In Stantec's role as your Capacity Assurance Consultant, Bret and John have been responsible for analyzing your annual rainfall/flow monitoring data and modeling your sanitary sewer system since 2012. Their involvement means that modeling for the Town Branch 5 project area is fully compatible and consistent with the sewer modeling in the rest of LFUCG's sanitary sewer system.

**Jason Maxwell, PE** and **Sam Lee, PE** will be responsible for hydraulic modeling and evaluation of the storm sewer system in the project area. Jason is currently Stantec's contract manager for our Stormwater Indefinite Services contract with LFUCG. Sam has been responsible for the hydraulic modeling and design of several stormwater projects under LFUCG's Stormwater Incentive Grant Program, including the award-winning Rainwater Harvesting System at Greyline Station.

*Jason Maxwell will lead evaluation of the storm sewer system. He has performed similar evaluations on other projects on your Stormwater Priority List.*

*Lara Freeman will lead the Public Engagement effort on the project. As a former public employee for the City of Toledo and under her MS4 work for Stantec, she is well-versed in interfacing with the public and elected officials.*

**Lara Freeman** will lead the Public Outreach and Engagement efforts on the project. Prior to joining Stantec, she worked for the City of Toledo in their Environmental Compliance Program and served as a liaison with the public and other government agencies. Lara is well-versed in interfacing with the public and will help verify that stormwater and sanitary sewer feedback from neighborhood residents are properly collected and fully understood.

Rainfall and flow monitoring will be performed by **Hydromax USA (HUSA)**. HUSA and Stantec worked effectively together on your Sanitary Sewer Assessments, as well as other similar projects for Louisville MSD, City of Chattanooga (TN) and City of Columbus (OH). HUSA provided rainfall and flow monitoring services to support LFUCG's annual model recalibration effort in 2014, 2017, 2018, 2020 and 2021.

## RISK MANAGEMENT PLAN

Stantec incorporates succession planning into our annual employee performance reviews. During the review, a successor is identified for the employee in the event of their retirement, relocation or possession of a winning lottery ticket. With over 220 professionals in Lexington, 650 in the region, and 25,000 world-wide, we have significant resources to backstop loss of any key individual identified in our Organizational Chart.

More importantly than having a succession plan is promoting a culture where people stick around. Stantec's Lexington office boasts a voluntary turnover rate that is consistently below national averages each year for comparable engineering firms.

- Our Project Manager celebrated his 25th year with Stantec in April.
- Our Sanitary Sewer and Storm Sewer Evaluation leads have spent their entire career with Stantec (18 and 16 years, respectively)
- In our Lexington office alone, we have eight professionals with PACP, LACP and MACP certifications and 12 professionals with SWMM hydraulic modeling experience.

## WHY WE WILL BE SUCCESSFUL

A significant benefit of the Stantec Team is our past experience and knowledge of the Town Branch 5 area. As a result, our Team is well-positioned to immediately move forward without excessive demands on DWQ staff time to get up to speed. Specifically, our Team's experience includes:



**We've done our homework and have a solid understanding of existing issues and LFUCG's past efforts in the Town Branch 5 area.**

- We were responsible for completing manhole inspections, smoke testing, closed circuit television (CCTV) inspections, and engineering assessments in the Catalpa Road area sanitary sewer system as part of your Sanitary Sewer Assessments (SSAs).
- In our role as your Capacity Assurance Consultant, we analyzed flow data from the Catalpa Road service area in 2018 to characterize the inflow and infiltration response and update dry and wet weather parameters in your hydraulic model.
- In the fall 2020, we assisted you in determining a monitoring strategy in the Catalpa Road area that resulted in the installation of the four level sensors that are being utilized to document and better understand sanitary sewer surcharging behavior.

The following paragraphs summarize LFUCG's past efforts and improvements in the Town Branch 5 study area and demonstrate Stantec's strong familiarity and diminished learning curve in "getting up to speed."

## SSO HISTORY

In accordance with regulatory requirements, LFUCG documents sanitary sewer overflows (SSOs) and bypasses in quarterly reports to the EPA and Kentucky EEC. Table 3.1 summarizes reported SSOs and sewage basement backups occurring in the Town Branch 5 area between January 1, 2009 to December 31, 2021. SSOs and sewage backups in the table reflect only those caused by wet weather (sustained rain event) and do not include those caused by maintenance issues (i.e. roots, grease, etc.)



**Our Team has been responsible for your sanitary sewer modeling since 2012 and has been performing hydraulic modeling on your stormwater improvement projects since the late 1990s.**

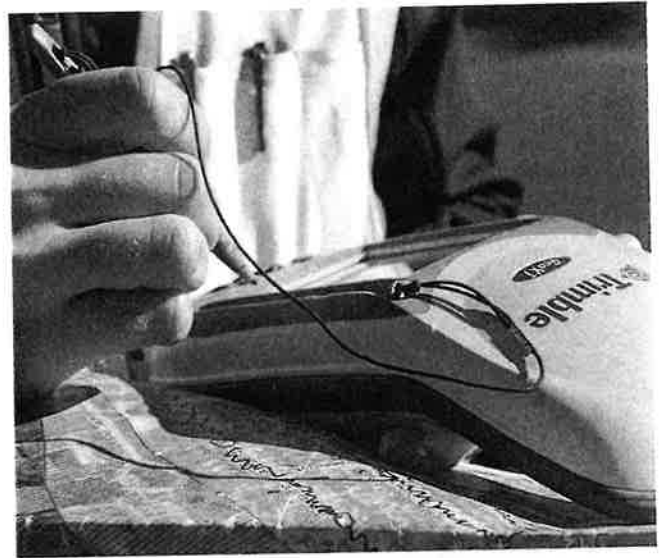
Multiple sewage basement backups occurring at the same address over the monitoring period have been reported at 206 Catalpa Road and 208 Catalpa Road. Sewage basement backups were reported at 206 Catalpa Road in 2011, 2017, 2020 and 2021. At 208 Catalpa Road, sewage basement backups were reported in 2017, 2020 and 2021.



**Table 3.1 Reported Wet Weather SSOs and Sewage Basement Backups (2008 – 2021)**

Date	Asset	Address	Estimated Overflow Volume (gallons)
5/2/2010	Basement	1041 Fontaine Rd	7854
5/2/2010	Basement	342 Desha Rd	7854
5/2/2010	Basement	346 Desha Rd	7854
5/2/2010	TB5_352	1010 Fontaine Rd	42000
7/28/2011	Basement	206 Catalpa Rd	*
11/9/2012	TB5_393	246 Sycamore Rd	150
4/3/2015	Basement	307 Irvine Rd	3740
6/28/2017	Basement	206 Catalpa Rd	1565
6/28/2017	Basement	208 Catalpa Rd	2480
5/18/2020	Basement	316 Sycamore Rd	1095
5/18/2020	Basement	204 Catalpa Rd	673
5/18/2020	Basement	206 Catalpa Rd	520
5/18/2020	Basement	208 Catalpa Rd	672
5/19/2020	Basement	1014 Fontaine Rd	596
5/19/2020	Basement	316 McDowell Rd	434
8/30/2021	Basement	206 Catalpa Rd	522
8/30/2021	Basement	208 Catalpa Rd	149

\*Estimated volume not reported.



**The Stantec Team completed SSES field investigations and identified I/I sources and structural issues in the sanitary sewer system in the Town Branch 5 area as part of LFUCG’s Consent Decree-mandated SSAs.**



**Multiple sewage backups, dating back to 2011, have been reported at 206 and 208 Catalpa Road. LFUCG’s efforts to date have included pipe/manhole rehabilitations and replacements, sump pump redirections, and the installation of level sensors to better understand sewer surcharging behavior.**

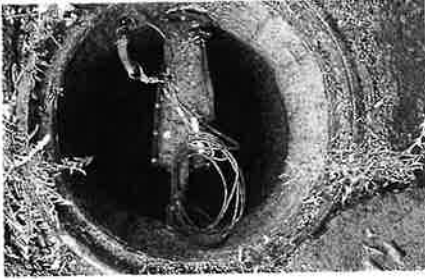
**LEVEL SENSORS**

To better understand sewer surcharging in the study area, LFUCG installed level sensors in the four sanitary manholes presented in Table 3.2. The dates of installation are also summarized in the table.

The level sensors are programmed to issue an automatically generated email when: manhole surcharging is detected (High Alarm), when an overflow occurs (High High Alarm), when overflowing ceases (High High Return to Normal) and when manhole surcharging ceases (High Return to Normal).

**Table 3.2. Manhole Level Sensor**

Manhole ID	Address	Installation Date
TB5_384	200 Woodspoint Rd.	10/28/2020
TB5_385	204 Woodspoint Rd.	11/5/2020
TB5_390A	206 Catalpa Rd.	11/5/2020
TB5_392A	246 Sycamore Rd.	10/28/2020



**Level sensor alarm history may suggest the presence of a hydraulic bottleneck located downstream of manhole TB5\_392A (shown in photo) and is consistent with the historic timing/sequencing of level sensor alarms.**

Review of the alarm history at the four level sensors reveals the following:

- Through March 2022, the level sensor at manhole TB5\_392A has reported a High High Alarm nineteen (19) times since its installation. Manhole TB5\_390A has reported a High High Alarm for seven (7) rainfall events since its installation. Both TB5\_385 and TB5\_384 have only triggered a High High Alarm a single time.
- The High High Alarm at manhole TB5\_392A always occurs before (or concurrently with) the High High Alarm at the upstream TB5\_390A manhole. In no case has the TB5\_390A manhole experienced a High High Alarm prior to the TB5\_392A manhole.
- There are multiple instances where the High High Alarm at TB5\_392A was triggered from a rainfall event, but no High High Alarm occurred at TB5\_390A. In no case, has TB5\_390A experienced a High High Alarm when TB5\_392A did not.

Level sensor alarm history may suggest the presence of a hydraulic bottleneck located downstream of TB5\_392A. A hydraulic bottleneck (caused by either inadequate pipe capacity or maintenance issue/obstruction) would result in surcharging during wet weather periods that propagates upstream toward Catalpa Road and is consistent with the observed order of level sensor alarm triggering.

#### **SANITARY SEWER ASSESSMENT (SSA) FINDINGS**

Previous sanitary sewer evaluation survey activities within the Town Branch 5 study area were completed between October 2009 and August 2011 as part of the SSAs. The purpose of the investigations was to identify inflow/infiltration sources and assess structural condition of the sewer system. Manhole inspections, smoke testing and closed-circuit television (CCTV) sewer inspections were performed. Highlights of the findings from the field investigation and data assessment effort are summarized in the bullets below.

- Smoke was observed emanating from 36 stormwater catch basins during smoke testing of the sanitary sewer system. Based on density of the smoke observed in photographs taken during the testing, none of the catch basins appear to have a constructed connection to the sanitary sewer. Instead, interconnection between the sanitary and storm system is likely attributable to defects in both sewer systems, along with their close proximity to one another. Further investigation is warranted to determine whether the connection is contributing to increased wet weather flow to the sanitary sewer system or exfiltration of sewage into the storm sewer system.
- Smoke was observed emanating from 13 holes in the ground. The locations of the defects suggest a lateral rehabilitation/replacement may be effective at eliminating groundwater infiltration contributions into the sanitary sewer system.
- Approximately 75% of the manholes are brick, 20% are precast concrete and the remaining manholes are unknown (i.e. could not be determined due to the presence of a cementitious or other rehabilitation lining.)



← The storm sewer on Sycamore Road can be seen penetrating the wall of sanitary manhole TB5\_392A and is evidence of the close proximity of both sewer systems to one another.

Smoke was observed emanating from 36 storm catch basins (including this one at 314 Dudley Road) during smoke testing of the sanitary sewer system in 2010. →





**LFUCG has completed numerous repairs under their annual I/I Reduction Program (like this one at Slashes Road and Irvine Road) to address issues with the sanitary sewer system in the Catalpa Road study area.**

- Active infiltration was observed in less than 9% of the manholes in the study area.
- Most of the sewers in the Town Branch 5 study area are vitrified clay pipe (VCP).
- Active infiltration was generally **not** visible during CCTV inspection of the sewers in the study area. Two notable exceptions were the TB5\_372A\_TB5\_372 (Dudley Road) and the TB5\_381\_TB5\_382 (Barrow Road) pipes. The Dudley Road sewer had been rehabilitated and infiltration runners were present at several service connections. Active infiltration in the Barrow Road sewer was primarily at pipe joints and structural defect locations.
- The Town Branch 5 area is at the top of sewershed, so active I/I is not always present unless CCTV is performed during high groundwater conditions.

### COMPLETED IMPROVEMENTS

LFUCG documents collection system repair and rehabilitation efforts completed by Sewer Line Maintenance, or by their on-call I/I Contractor, within the Accela Information Management System software. Completed sewer system improvements are reviewed by the CAP Consultant and used to determine earned credits under the Banked Capacity Credits Program. A summary of the completed improvements documented in Accela within the Town Branch 5 area is summarized in Table 3.3.

**Table 3.3 Completed Sanitary Sewer Improvements in Catalpa Road Area <sup>1</sup>**

Improvement Activity	Unit	Quantity
CIPP Mainline Sewer	Linear Feet	1,158
Mainline Sewer Replacement	Linear Feet	886
Mainline Sewer Point Repairs	Each	7
Lateral Replacements	Each	36
Lateral Point Repairs	Each	34
Manhole Replacement	Each	5
Manhole Repair/Rehabilitation	Each	11
Sump Pump Redirections – Completed <sup>2</sup>	Each	21
In Process Sump Pump Redirections – In Process <sup>2</sup>	Each	4

<sup>1</sup> Quantities include sanitary sewer system upstream of manhole TB5\_343.

<sup>2</sup> Based on sump pump redirection status on April 21, 2021.



**The Stantec Team was responsible for prior flow monitoring and data analysis in the Town Branch 5 project area for both the SSAs and the 2018 Town Branch sewershed hydraulic model update.**



## Joe Herman PE

Project Manager  
Lexington, KY

# 27+

Years of relevant experience

### EDUCATION

- MS/BS, Civil Engineering, University of Kentucky

### RELEVANT REGISTRATION

- Professional Engineer – Kentucky (#21254)

Joe has nearly three decades of experience in assessing, evaluating, designing, and managing municipal infrastructure. He is a subject matter expert in wet weather programs with relevant project experience in inflow/infiltration (I/I) studies, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydrologic and hydraulic modeling, and engineering design.

### WASTEWATER

#### Sanitary Sewer Assessments (SSA) | Lexington Fayette Urban County Government | Lexington, Kentucky

Project Manager for a comprehensive sewer system evaluation survey (SSES) and condition assessment of the wastewater conveyance system. The project was mandated by federal Consent Decree. Joe was responsible for: field coordination and oversight of LFUCG's SSES contractors, performing QA/QC on collected data, and providing an engineering assessment of the structural condition and identifying inflow and infiltration (I&I) sources within the collection system. He also led development of a tailored pipe and manhole scoring system that utilizes the PACP defect ratings to prioritize rehabilitation and identify immediate find and fix opportunities. Specific field activities included: flow monitoring (224 meters), rainfall monitoring (39 gages), manhole inspections (23,300 manholes), smoke testing (5.1 million linear feet), groundwater monitoring (113 meters), dye water flooding/testing (114 tests), night flow isolation (485 locations), sewer cleaning and televising (1,300,000 linear feet), raising buried manholes, and bypass pumping.

#### Camp Taylor Sewer System Evaluation Survey (SSES) | Louisville and Jefferson County Metropolitan Sewer District (MSD) | Louisville, Kentucky

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

#### Stormwater Improvement Program | Lexington-Fayette Urban County Government | Lexington, Kentucky

From 1997 - 2021, led detailed evaluations and prepared mitigation alternatives/recommendations for various recurring areas of urban flooding in Lexington. Ten projects were completed under multiple Master Service Agreement contracts with LFUCG. Specific project tasks included field investigations and inventories, public outreach with local residents, hydrologic and hydraulic modeling of the stormwater system, evaluation of flood mitigation alternatives, detailed design, permitting, easement preparation, and development of capital cost opinions.

#### Annual Condition Assessment and Rehabilitation Design | Aurora Water | Aurora, Colorado

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

**WASTEWATER****Wastewater Capacity Assurance Program Manager | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Bret is the Technical Lead for the ongoing implementation of the Capacity Assurance Program (CAP) for LFUCG. The CAP is mandated by federal Consent Decree and requires that LFUCG certify adequate capacity in their wastewater system prior to authorizing new connections or flow increases. Since 2012, Bret has been responsible for leading the hydraulic modeling effort which includes: model maintenance, annual recalibration, and using the hydraulic model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program.

**Sanitary Sewer System Assessment (SSSA) Reports and Remedial Measures Plans (RMP's) | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Technical Lead for a city-wide sewer system evaluation survey (SSES) of the gravity wastewater conveyance system for the Lexington-Fayette Urban County Government. Responsible for field oversight, coordination, QA/QC and condition assessment, for flow monitoring (223 meters), rainfall monitoring (39 gages), manhole inspections (24,250 manholes), smoke testing (5M+ linear feet), groundwater monitoring (167 meters), dye water flooding/testing (129 tests), night flow isolation (425 locations), sewer cleaning and televising (1.2M+ linear feet), raising buried manholes (2,000 raises), and bypass pumping. Pipe sizes included in the assessment ranged from 6 inches to 72 inches in diameter.

**Camp Taylor Sanitary Sewer Evaluation Surveys (SSES) | Metropolitan Sewer District of Louisville/Jefferson County | Louisville, Kentucky**

Bret assisted on a SSES and rehabilitation project for the Louisville MSD. Responsible for directing and overseeing field efforts, preparing and providing QA/QC of manhole inspection and smoke testing field reports, and assisting in the development of sanitary sewer evaluations and remediation recommendations. Also participated in the selection of rehabilitation efforts to mitigate problems identified during the field activities.

**Kennedy Bridge Sewer Assessments | Louisville, Kentucky**

Lead Engineer reviewing and assessing the structural condition of sewers within the Ohio River Bridges project footprint, approximately 100,000 linear feet of existing storm, wastewater, and combined sewers owned by the Louisville and Jefferson County Metropolitan Sewer District (MSD) and Jeffersonville, Indiana. The assessment was performed in advance of replacing a major interstate bridge over the Ohio River. The assessment is being used to help understand the condition of the existing sewers and identify what sewers will need to be improved or relocated to facilitate construction of the new highway bridge replacement. CCTV inspections video were coded to the Pipeline Assessment Certification Program (PACP), administered by the National Association of Sewer Service Companies (NASSCO), inspection reports prepared, and a condition assessment of the sewer performed.

**Bret Lavey** *PE, ENV SP*

*Sanitary Sewer Evaluation –  
Technical Lead  
Lexington, KY*

**18**

Years of relevant experience

**EDUCATION**

- BS, Civil Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer – Kentucky (#27348)

Bret has 18 years experience in the design, evaluation and hydraulic modeling of wastewater, stormwater and drinking water systems. Since 2012, he has been the leading the hydraulic modeling of Lexington's sanitary sewer system to support LFUCG's Capacity Assurance Program (CAP) and Remedial Measures Program (RMP). 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.

## STORMWATER

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

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

**Stormwater Evaluation & Design | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Project Manager for Stantec's multi-year Stormwater Indefinite Service Contract with LFUCG. From contract award in late 2019 to date, Jason has successfully completed the evaluation and development of mitigation solutions for the Beaumont Woods and Kearney Hills detention basins. Specific project tasks include field investigations and inventories, public outreach with affected residents, hydrologic and hydraulic modeling, evaluation of flood mitigation alternatives, detailed design, permitting, easement preparation, and development of capital cost opinions.

**Woodhill/Peachtree Neighborhood Stormwater Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Project Manager for the stormwater analysis and design of improvements to alleviate localized urban flooding in Lexington. Scope includes: Preliminary Engineering Report, hydrologic and hydraulic modeling/analysis, development of solution alternatives, preparation of design drawing and specifications, preparation of opinion of probable construction cost, geotechnical investigation, permitting, easement, bidding and construction services.

**Loch Lomond Stormwater Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Technical Lead for the analysis and design of a stormwater sewer to alleviate residential flooding along Loch Lomond Drive. Project was identified on LFUCG's Stormwater Priority Project List and included for design and construction as part their 2008 Stormwater Capital Improvement Program. Project included distributing drainage questionnaires, field data collection, SWMM modeling, engineering design, and develop of design drawing, specifications, and bid documents.

**Wilson Downing Flood Mitigation and Water Quality Improvements | Lexington-Fayette Urban County Government | Lexington, Kentucky**

Technical Lead for mitigation of recurrent flooding on Wilson Downing Road and at nearby apartments in southern Lexington. The project included replacement of an existing undersize box culvert, utility relocations, in-stream water quality enhancements, aquatic habitat enhancement, augmenting existing floodplain storage, reducing stream velocities, and strategic native plantings to improve to water quality. Project elements included hydraulic modeling, alternatives analyses, design and bidding services, and FEMA permitting (CLOMR/LOMR).

**Jason Maxwell** PE

*Stormwater System Evaluation –  
Technical Lead  
Lexington, KY*

**16**

Years of relevant experience

**EDUCATION**

- BS/MS, Bioenvironmental Engineering, University of Kentucky

**RELEVANT REGISTRATION**

- Professional Engineer – Kentucky (#28686)

Jason has over 16 years' experience in the condition assessment, hydraulic capacity modeling, planning and engineering design of municipal stormwater and sanitary sewer systems. He has extensive project experience working with LFUCG and offers a solid understanding of your technical requirements, project expectations, and has established positive working relationships with DWQ staff. Currently, Jason is leading Stantec's implementation of your Stormwater Indefinite Service Contract.



## Lara Freeman

*Public Engagement & Outreach  
Louisville, KY*

# 21

Years of relevant experience

### EDUCATION

- BS, Applied Microbiology,  
Bowling Green State University
- MBA, Northern Kentucky  
University

Lara is a water resources professional with deep experience in environmental assessment, remediation and compliance, water and wastewater treatment, distribution and collection systems, and green and sustainable initiatives. She has successfully implemented many regulatory and public programs and is proficient with project management, agency coordination, leadership, staff and business development. Lara's Consent Decree compliance, infrastructure planning and program management work has involved asset planning, training, facilities and pretreatment permit compliance, environmental, consent decree and stormwater program implementation as well as agency, community and stakeholder coordination.

### PUBLIC ENGAGEMENT AND OUTREACH

#### **Stormwater MS4/Emergency Response Coordinator - Environmental Services Division\* | City of Toledo | City of Toledo, Ohio**

As a city employee, Lara was responsible for management of the environmental permit compliance programs, revisions to stormwater management plan, site plan review, ordinances amendments, grant management, Give Water a Hand public involvement campaign and liaison with the public and other governmental agencies.

#### **Stormwater Program Management | City of Frankfort/Franklin County | Frankfort, Kentucky | 2014-present**

Managed NPDES MS4 Phase II regulatory program implementation services. The scope included assisting with preparing and responding to the Kentucky Division of Water MS4 program audit, training module development and implementation, updates to the Stormwater Quality Management Plan (SWQMP) and Municipal Facility plan, developing and illicit discharging and monitoring plan, annual report preparation, and developing new education and outreach program efforts.

#### **MS4 Stormwater Quality Program Assistance and Regulatory Support \* | Louisville MSD | Louisville, Kentucky | 2009-2013**

Led technical subject matter for regulatory program management. She conducted public speaking for program outreach and ensured educational materials and website content complied with permit requirements. The project scope included 5-yr public involvement and outreach plan, green infrastructure technical program assistance, developing design criteria manual, and ranking criteria for projects and facility credits. Lara also assisted with industrial stormwater and pretreatment compliance, industrial stormwater inspection training, and WQTC SWPPPs preparation for MSD facilities.

#### **City of Chattanooga Regional Resilience Plan | City of Chattanooga | Chattanooga, TN | 2020-2022**

Led the development of a regional resilience plan to assist the City of Chattanooga in mitigating the impacts of climate change through developing resilience strategies including the development of a regional resilience council, stakeholder input sessions, the development of a climate data report, plan integration report, Climate Change Vulnerability Assessment Modeling (CCAVM), and pandemic resilience action education.

#### **Catching Rain Ft. Wayne Rain Garden Education Curriculum Modules, Ft. Wayne Indiana \* | City of Ft. Wayne | Ft. Wayne, Indiana | 2009**

Project Manager and technical subject matter lead in development of educational modules for elementary, middle, and high school students to meet regulatory requirements of the City. Modules were designed to meet State of Indiana Education Requirements at school facilities as part of Consent Decree Requirements.

**SECTION 4**

# **Client References**



## 4. CLIENT REFERENCES

We take pride in the value and level of service we provide our clients and the communities we serve. But don't take our word for it, we encourage you to reach out to our clients. They will give you a first-hand assessment of our performance and quality of our work from an owner's perspective. The table below includes client contact information for many of the projects presented in Section 2 and Section 5 of our proposal.

**TABLE 4.1 CLIENT REFERENCE INFORMATION**

Client	Contact Information	Project Name(s)*
Lexington-Fayette Urban County Government (LFUCG)	<b>Charles Martin, PE</b> Director – Division of Water Quality (859) 425-2455 chmartin@lexingtonky.gov	<ul style="list-style-type: none"> <li>• Sanitary Sewer Assessments</li> <li>• System Capacity Assurance Consultant</li> <li>• Remedial Measures Plan Development</li> </ul>
	<b>Greg Lubeck, PE</b> Deputy Director – Division of Water Quality (859) 258-3446 glubeck@lexingtonky.gov	<ul style="list-style-type: none"> <li>• Woodhill/Peachtree Storm Improvements</li> <li>• Bolivar Stormwater Improvements</li> <li>• Stormwater Improvement Program</li> </ul>
	<b>Craig Bencz, AICP</b> Administrative Officer Sr. Office of the Chief Development Officer (859) 258-3430 cbencz@lexingtonky.gov	<ul style="list-style-type: none"> <li>• Exactions Program Evaluation</li> </ul>
Louisville and Jefferson County Metropolitan Sewer District (MSD)	<b>John Loechle, PE</b> Senior Infrastructure Manager (502) 540-6000 john.loechle@louisvillemad.org	<ul style="list-style-type: none"> <li>• Camp Taylor Sanitary Sewer Evaluation and Rehabilitation</li> <li>• Nightengale Sanitary Sewer Evaluation and Rehabilitation</li> </ul>
City of Chattanooga, Tennessee	<b>Erik Schmidt</b> Director of Sustainability (423) 643-7822 eschmidt@chattanooga.gov	<ul style="list-style-type: none"> <li>• Regional Resilience Plan</li> </ul>

\*A summary of each project is provided in Section 2 and/or Section 5

**One or more persons identified in our Organizational Chart presented in Section 3 provided a significant contribution on each project listed above.**

**SECTION 5**

# Reference Projects

## 5. REFERENCE PROJECTS

### SANITARY SEWER ASSESSMENTS

LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)  
2008 - 2012 | CONSTRUCTION COST: N/A



#### RELEVANT PROJECT FEATURES:

- Field inspections & data collection
- Data Management
- Rainfall & Flow Monitoring
- Sewer Engineering Assessments
- Public Engagement / Questionnaires

← We utilized our battle-tested mapping discrepancy, data management, & QA/QC protocols to deliver the largest SSES ever completed on Lexington's sanitary sewer system.

#### DESCRIPTION

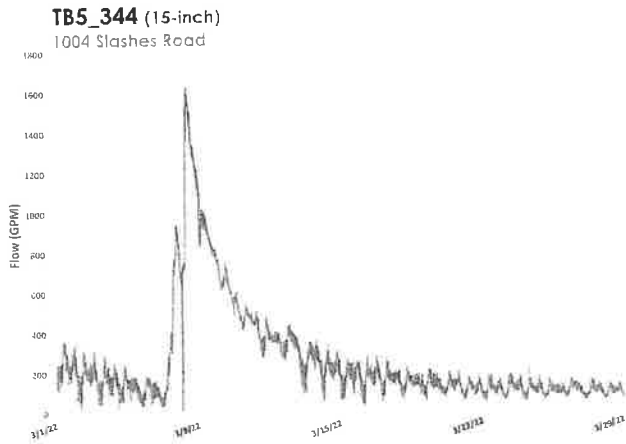
We led sanitary sewer evaluation survey (SSES) activities and performed an engineering assessment on all seven (7) of your sewersheds and the Blue Sky Rural Service Area. As the prime Engineering Consultant, we were responsible for overall project management, investigation/assessment strategy, field coordination, data management, and QA/QC of all SSES investigations. Specific SSES field services include: rainfall and flow monitoring (139 rain gages and 223 flow meters), ground-water monitoring (167 sites), dye water flooding/testing (129 flooding locations), night flow isolation (425 isolations), visual manhole inspections (24,250 manholes), smoke testing (5,041,850 linear feet), and sewer cleaning and television inspection (1,260,520 linear feet) on sanitary sewer pipes ranging in size from 6 inches to 54 inches in diameter.

Stantec developed field protocols and tools to effectively manage and track inspection contractor's progress and efficiency. We reviewed SSES information collected in the field to identify I/I sources and assess the structural condition of the sewer system. Our condition assessment supported development of your \$600M Remedial Measures Plan and used to guide and prioritize your ongoing annual collection system rehabilitation program.

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

## SYSTEM CAPACITY ASSURANCE PROGRAM

LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)  
2012 - ONGOING | CONSTRUCTION COST: N/A



### RELEVANT PROJECT FEATURES:

- Rainfall and flow monitoring data analysis
- Hydraulic modeling
- Evaluation of SSO abatement alternatives
- Sewer capacity assessments

← *Since 2012, we have been responsible for hydraulic modeling of your sanitary sewer system and analyzing your temporary flow and rainfall monitoring data each year.*

### DESCRIPTION

We have served as your System Capacity Assurance Program (SCAP) Manager under two successive 5-year contracts since 2012. In this role, we are responsible for providing hydraulic modeling support and model maintenance for your wastewater conveyance and transmission system. Specific accomplishments include:

- Developed hydraulic model simulation request and reporting protocols to support effective communication/documentation of model results to LFUCG's Remedial Measures Program (RMP) Team.
- Completed over 400 hydraulic modeling requests to support DWQ and RMP project planning and design efforts.
- Supported annual temporary flow **monitoring efforts** (2014 – 2022) by identifying rainfall/flow monitoring needs and analyzed collected data to **characterize dry and wet weather parameters**;
- Performed annual updates/recalibration to the hydraulic model based on annual flow monitoring data and completed capital improvements in the sewer system.
- Assisted LFUCG and the RMP Team by performing sewer modeling to evaluate potential capital improvements for non-Consent Decree SSOs and problem areas;
- Provided technical support regarding inflow and infiltration removal and capacity-related issues as requested by LFUCG.
- Led the SCAP Task Force meetings with Urban County Councilmembers, LFUCG Divisions/Departments, and community stakeholders to review and evaluate proposed program elements.
- Prepared a SCAP Task Force Recommendations report that was approved by the Urban County Council.
- Developed a web-based portal (CTIMS) for managing and tracking capacity allocations that includes a public-facing component to foster transparency within the SCAP.
- Self-performed micro-monitoring and smoke testing in the Floyd Drive area.

## STORMWATER IMPROVEMENT PROGRAM/PRIORITY LIST

LEXINGTON, KENTUCKY | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)  
1997 - ONGOING | CONSTRUCTION COST: \$0 TO \$2.8M (PER PROJECT)



### RELEVANT PROJECT FEATURES:

- Field Data Collection
- Resident Questionnaire
- Public Engagement / Questionnaires
- Hydrologic & Hydraulic Modeling
- Alternatives Analysis
- Storm Flooding Abatement

← *We've been evaluating Lexington's stormwater system and developing abatement solutions since 1997.*

### DESCRIPTION

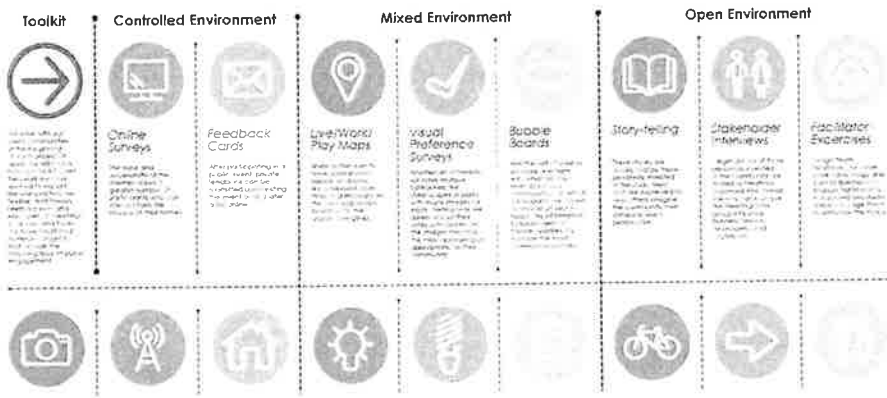
Under multiple indefinite services contracts, we have assisted you in implementing your Stormwater Improvement Program (SWIP), and later addressing your Stormwater Priority Projects List, since 1997. Over this period, Stantec has completed over twenty (20) projects to address local flooding complaints/issues. Typical projects included distribution of questionnaires, field survey, public outreach, hydrologic/hydraulic modeling, alternatives analysis, cost opinions, detailed design, permitting, easement acquisition support, and construction administration services. Projects include:

- Woodhill / Peachtree Road Storm Sewer Replacement (2022)
- Beaumont Woods Detention Basin (2022)
- Kearney Ridge Detention Basin (2022)
- Wilson Downing Road Culvert Replacement (2019)
- Laketower Drive Roadway Flooding Evaluation (2017)
- Hawthorne Drive Storm Improvements (2016)
- Clayvis Ct. Storm Improvement (2015)
- Bolivar Drive Storm Improvements (2014)
- Gribbin Drive Detention Basin (2014)
- Coldstream Park Detention Basin (2014)
- Loch Lomond Storm Improvements (2011)
- Jessie Clark Sinkhole Study (2011)
- Trafton Street Feasibility Study (2008)
- Mason Headley Storm Priority Project (2008)
- Fallon & Old Nassau Road Storm Sewer (1998)
- Lori Lane Drainage Improvements (1998)
- Old Paris Road Drainage Study (1998)
- Southland Drive Flood Study (1998)
- Silverleaf Court Floodproofing Solution (1997)
- Sandalwood Drive Storm Improvements (1997)
- Sandpiper Court Storm Improvements (1997)

**REGIONAL RESILIENCE PLAN**

CHATTANOOGA, TENNESSEE | CITY OF CHATTANOOGA (OFFICE OF SUSTAINABILITY)  
 2020-2022 | CONSTRUCTION COST: N/A

**PUBLIC ENGAGEMENT TOOL SPECTRUM**



**RELEVANT PROJECT FEATURES:**

- Public Engagement & Outreach
- Web-Based Information Management
- Public Feedback/Data Mining

**DESCRIPTION**

In February 202 we were retained to initiate an effort to expand the City’s awareness of potential threats to regional systems. Originally intended to address climate risk, the project overlapped with an unprecedented corona virus pandemic (COVID-19), and quickly evolved to a multi-hazard risk assessment and resiliency plan, addressing community health, vulnerable populations, and economic resilience using virtual engagement strategies, workshops and breakout sessions.

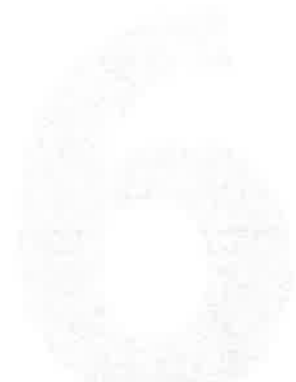
The potential for future impacts to the operation of City assets and regional services was explored through a series of workshop held with the Regional Resilience Committee (RRC). RRC stakeholders included City of Chattanooga staff, emergency agencies, area hospitals, utility organizations, park organizations and community environmental organizations. The resiliency planning development process provided a platform for regional agencies and stakeholders to work together on planning for recovering from the effects of extreme weather events, climate phenomena, and environmental issues, supporting businesses seeking to become more resilient, and factoring climate impacts into future land use plans and policy choices. The project also included additional outreach and presentations to interested stakeholder such as Cherokee Sierra Club and South Chickamauga Creek Greenway Alliance.

**TABLE 5.1 STANTEC TEAM MEMBER EXPERIENCE ON REFERENCE PROJECTS**

Program	Joe Herman	Bret Lavey	Jason Maxwell	John Magner	Adam Garner	Lara Freeman
Sanitary Sewer Assessments	X	X	X			
System Capacity Assurance Program	X	X	X	X	X	
Stormwater Improvement Program	X	X	X	X	X	
Regional Resilience Plan						X

**SECTION 6**

# Local Office





Stantec's Lexington office at 3052 Beaumont Centre Circle



With more than 220 staff in Lexington, and a total of nearly 650 in the offices marked on the map above, we have more than enough capacity and resources in the region to deliver your project.

## 6. LOCAL OFFICE

### OFFICE STATUS

We will execute work on this contract from our Lexington office, which is staffed with more than 220 professionals. The Stantec community unites more than 25,000 employees working in over 400 locations across 6 continents. While we don't anticipate a need to call on additional resources, they are only a phone call away should we require any specialty services or expertise.

### LOCATION OF EMPLOYEES

The table below notes the location the named individuals in our Organizational Chart presented in Section 3. Our project manager and sanitary and storm sewer evaluation team members are all located in Lexington. That means that LFUCG will benefit from:

- Ready access to our key team members;
- An engineering team with a solid understanding of Lexington infrastructure, your technical requirements, and has established positive working relationships with DWQ staff; and
- A trusted partner with a vested interest in this project. We live and work here too, and want to help you deliver a successful outcome!

TABLE 6.1 LOCATION OF NAMED INDIVIDUALS IN ORGANIZATIONAL CHART

	Role on Project	Firm	Location
Joe Herman, PE	Project Manager	Stantec	Lexington, KY
Bret Lavey, PE	Hydraulic Modeling	Stantec	Lexington, KY
John Magner, PE	Hydraulic Modeling	Stantec	Lexington, KY
Jason Maxwell, PE	Flow Data Analysis	Stantec	Lexington, KY
Sam Lee, PE	Storm Sewer Evaluation	Stantec	Lexington, KY
Lara Freeman	Public Outreach	Stantec	Louisville, KY
Adam Garner, PE	Central Data Manager	Stantec	Lexington, KY



Stantec (or its predecessor company) has maintained an office in Lexington since 1966



**SECTION 7**

# **Disadvantaged Business Enterprise (DBE) Involvement**

## 7. DBE INVOLVEMENT

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



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### VISION ENGINEERING, LLC (VISION)

Vision is a certified Minority-Owned Business Enterprise (MBE) headquartered in Lexington, Kentucky. Vision was established in 2003 and employs 19 professionals. Vision will be responsible for providing field data collection services to support hydraulic model development.

Vision is providing similar field surveying and data collection services to Stantec on our Watershed Team 4 Design Services and Capacity Assurance Consultant contracts with LFUCG. They understand our data collection requirements, quality expectations and offers LFUCG a proven Team.



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### LONE CAMEL, PLLC (LC)

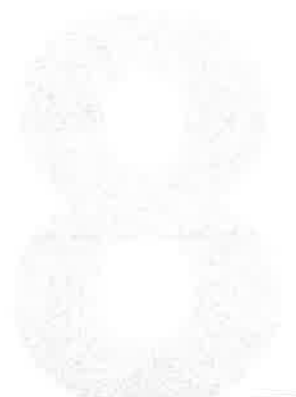
Lone Camel, a Service Disabled Veteran Owned Small Business (SDVOSB), was established in 2020 and is located in Louisville, Kentucky. LC will be responsible for developing cost opinions for potential abatement measures. Dean Garrett, the President of LC, is a West Point graduate and a licensed professional engineer in Kentucky. LC's capabilities include master planning, stakeholder engagement, structural design/analysis, value engineering, site development and permitting, and project management. LC will be responsible for preparing opinions of probable construction costs for abatement solution alternatives. Our Sanitary and Storm Sewer Evaluation teams will work closely with LC during the process and will share bid price information from Stantec's recent capital projects to validate the reasonableness of cost opinions.

# 20%

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

**SECTION 8**

# Statement of Hourly Rates



## 8. STATEMENT OF HOURLY RATES

NOTES:

1 - Labor rates in Table 2 and unit costs in Table 1 for subconsultants reflect what was provided to Stantec. No markup will be applied to subconsultant costs.

2 - Dustin Roe (V) appears twice in Table 2. He is billed with lower rate when in the office processing survey data in CADD vs. when he is in the field leading survey data collection effort.

3 - Other Project Costs Identified includes: Preparing draft report, addressing LFUCG review comments, and submission of final report.

**TABLE 1 RFP# 27-2022 TOWN BRANCH 5 SUBDRAINAGE AREA EVALUATION**

Project Duration - 365 Days

Flow Monitoring Duration - 120 days

TASK A		UNIT PRICE	LUMP SUM
1	Existing data, records and reports review		\$3,981
2	Submission of overall project work plan and schedule		\$13,504
3.a	<b>Modeling - stormwater</b>		
	Installation and maintenance of suitable flow meters (per meter) from entire flow monitoring duration	\$11,250	
	Collection / Synthesis of data and final model calibration		\$16,935
3.b	<b>Modeling - sanitary</b>		
	Installation and maintenance of suitable flow meters (per meter) from entire flow monitoring duration	\$11,250	
	Collection / Synthesis of data and final model calibration		\$16,795
4	Rain gage installation, maintenance and data collection for entire flow monitoring duration		\$3,895
5	Surveying		\$59,950
6	<b>Public Engagement</b>		
	Questionnaires / direct contact (max 460 parcels)		\$29,649
	Two required public meetings		\$6,128
	Additional public meetings	\$3,064	
7	<b>Meetings</b>		
	Twelve required progress meetings		\$11,892
	Additional progress meetings	\$991	
8	Project Management		\$10,800
9	Other project costs not identified		\$26,756
<b>SUM: TASK A</b>			<b>\$200,285</b>
<b>TASK B</b>			<b>LUMP SUM</b>
			\$40,983
<b>TOTAL (TASK A &amp; B)</b>			<b>\$241,268</b>

**TABLE 2 RFP# 27-2022 TOWN BRANCH 5  
SUBDRAINAGE AREA EVALUATION**

**ESTIMATED HOURS FOR TASK A**

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	ESTIMATED HOURS FOR TASK A										TOTAL
				A.1	A.2	A.3.a	A.3.b	A.4	A.5	A.6	A.7	A.8	A.9	
Project Manager	Joe Herman, PE (S)	Project Manager	\$225.00	3	12	6	6	0	0	12	24	48	28	\$31,275.00
Senior Engineer	Bret Lavey, PE (S)	Sanitary Sewer Evaluation Lead	\$215.00	1	0	15	0	0	0	10	12	0	12	\$10,750.00
	Jason Maxwell, PE (S)	Storm Sewer Evaluation Lead	\$163.00	3	16	0	15	0	0	23	12	0	12	\$13,203.00
	Dean Garrett, PE (LC)	Cost Opinions Lead	\$180.00	0	0	0	0	0	0	0	0	0	32	\$5,760.00
Engineer	John Magner, PE (S)	Sanitary Sewer Evaluation	\$141.00	10	16	80	0	0	0	12	0	0	20	\$19,458.00
	Sam Lee, PE (S)	Storm Sewer Evaluation	\$149.00	8	0	0	80	0	0	2	0	0	20	\$16,390.00
	Adam Garner, PE (S)	Central Data Manager	\$135.00	0	44	8	8	2	0	10	0	0	0	\$9,720.00
Technician	---	---	\$-	0	0	0	0	0	0	0	0	0	0	\$-
GIS Technician	Daniel Eaton (S)	GIS Specialist	\$120.00	0	0	0	0	0	0	8	0	0	20	\$3,360.00
Survey Crew	Dustin Roe, PLS (V)	Field Survey Crew Lead	\$150.00	0	0	0	0	0	150	0	0	0	0	\$22,500.00
	Darryl Hurt (V)	Field Survey Tech	\$150.00	0	0	0	0	0	150	0	0	0	0	\$22,500.00
	Rich Newton, PLS (V)	Survey Manager	\$115.00	0	0	0	0	0	20	0	0	0	0	\$2,300.00
Subcontractors	Devante Hunter (H)	Rain Monitoring Field Supervisor	\$125.00	0	0	0	0	14.5	0	0	0	0	0	\$1,812.50
	Ryan Easterday (H)	Rain Monitoring Field Supervisor	\$125.00	0	0	0	0	14.5	0	0	0	0	0	\$1,812.50
Other	Lara Freeman (S)	Public Engagement Lead	\$163.00	0	0	0	0	0	0	48	12	0	4	\$10,432.00
	Chase Clark (S)	Web/ Database Programmer	\$135.00	0	0	0	0	0	0	34	0	0	0	\$4,590.00
	Nicole Miller (S)	Administrator	\$109.00	0	0	0	0	0	0	96	0	0	12	\$11,772.00
	Dustin Roe (V)	Survey CADD	\$110.00	0	0	0	0	0	115	0	0	0	0	\$12,650.00
				25	88	109	109	31	435	255	60	48	160	\$200,285.00

S = Stantec  
 LC = Lone Camel, PLLC  
 V = Vision Engineering  
 H = Hydromax USA

**ATTACHMENTS**

# Required Forms

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Joe Herman Title: Senior Principal

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

Email address: joe.herman@stantec.com

## AFFIDAVIT

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

[Signature]

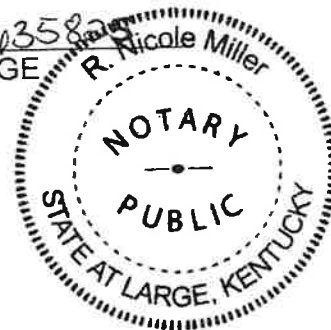
STATE OF Kentucky

COUNTY OF Jayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe Herman on this the 11<sup>th</sup> day of May, 2022.

My Commission expires: November 21, 2023

R. Nicole Miller # 635829  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature

Stantec Consulting Services Inc.

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services Inc.

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																	
Total:																	

SEE ATTACHED

Prepared by: Christina Hlady, Information Manager Date: 04 / 13 / 2022  
*(Name and Title)* *Revised 2015-Dec-15*

CO= L357814  
 U= N528711

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

SECTION B - COMPANY IDENTIFICATION

1. STANTEC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614

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

c. EIN= 112167170

SECTION C - TEST FOR FILING REQUIREMENT

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

SECTION E - ESTABLISHMENT INFORMATION  
 NAICS: 541330

SECTION D - EMPLOYMENT DATA

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

SECTION F - REMARKS



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #** 27-2022

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. Lone Camel, PLLC Garrett Dean, PF, PMP 1001 1/2 Mary St. Louisville, KY 40204 502-907-2167 garrett@lone-camel.com	developing cost opinions for potential abatement measures	\$7,920.00	3.3%
2. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad I Hallany 859-559-0516 jhallany@visionenr.com	field data collection services	\$83,825.00	34.7%
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**  
5/11/2022  
**Date**

Joe Herman  
**Company Representative**  
Senior Principal  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 27-2022

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

Company Name <b>Stantec Consulting Services Inc.</b>	Contact Person <b>Joe Herman</b>
Address/Phone/Email 3052 Beaumont Centre Cir., Lexington, KY 40513 859-806-9282 joe.herman@stantec.com	Bid Package / Bid Date RFP #27-2022 Professional Engineering Services Town Branch 5 Sub Drainage Area

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Lone Camel, PLLC 1001 1/2 Mary St. Louisville, KY 40204	Garrett Dean	502-907-2167 garrett@lone-camel.com	4/25/2022	developing cost opinions for potential abatement measures	Phone, email	\$7,920.00 (see Section 8 of proposal)	---	Yes
Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150	Jihad Hallany	859-559-0516 jhallany@visionengr.com	4/25/2022	field data collection services	Phone, email	\$83,825.00 see Section 8 of proposal)	AS	

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

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

Stantec Consulting Services Inc.  
**Company**

5/11/2022  
**Date**

Joe Herman  
**Company Representative**

Senior 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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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

  
\_\_\_\_\_  
Signature

5/11/2022  
\_\_\_\_\_  
Date

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

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

**The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering



agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) **Violation: liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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



disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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



Signature

05/11/2022

Date



2022 MAY 4 10:21 AM  
2022 MAY 4 10:21 AM

**ADDENDUM #1**

RFP Number: #27-2022

Date: May 4, 2022

Subject: Professional Engineering Services Town Branch 5 Sub Drainage Area

Address inquiries to:  
Brian Marcum  
brianm@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Question: Will LFUCG's field contractor(s) be responsible for performing manhole inspections or dye testing in the project area?

Answer:


LFUCG's contractor is capable of executing dye testing but not Manhole Assessment Certification Program (MACP) complaint manhole inspections. Proposers recommending MACP level inspections must provide their own staff for that work.

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 Circle, Lexington, KY 40513

SIGNATURE OF BIDDER: 



# **EXHIBIT D**

**Further Description of Basic Engineering Services and  
Related Matters**