

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of Jan. 31, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Stantec Consulting Services Inc. with offices located at 1409 N. Forbes Road, Lexington, KY 40511 (**CONSULTANT**). **OWNER** intends to proceed with the Category 3 (Stormwater Management Projects) Professional Engineering Services Program as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

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

#### 1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Addendum 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #33-2012), and

**amendments to the CONSULTANT'S proposal included in attached Exhibit D  
"Further Description of Basic Engineering Services and Related Matters."**

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

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

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

**CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

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

#### **OWNER shall:**

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

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

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

**OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

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

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

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

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

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

**6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

**6.4. Successors and Assigns**

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

**6.5. Disputes**

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

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

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

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

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

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

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

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

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

### 6.9.1. DEFINITIONS

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

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

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

### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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 (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. 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. 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.



### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
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 a Pollution Liability endorsement unless it

is deemed not to apply by OWNER.

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

#### **6.9.4.2. Renewals**

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

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

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

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

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its

work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

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

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

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

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

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

**7.2.1.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

### **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. The **OWNER'S** designee will be identified in each

approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**

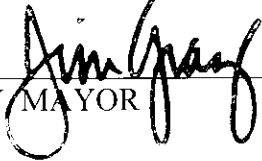
**CONSULTANT:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**STANTEC CONSULTING SERVICES INC.**

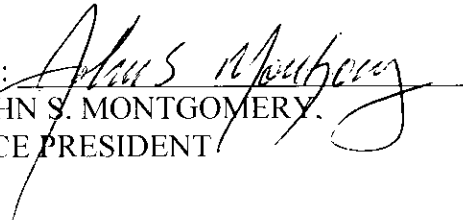
BY: \_\_\_\_\_

JIM GRAY, MAYOR

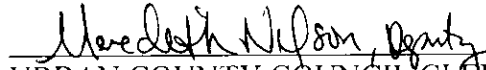


BY: \_\_\_\_\_

JOHN S. MONTGOMERY,  
VICE PRESIDENT



ATTEST:

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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by John Y. Montgomery as the duly authorized representative for and on behalf of Stantec, on this the 20<sup>th</sup> day of December 2013

My commission expires: 7/29/15.

Christine M. Waukman  
NOTARY PUBLIC

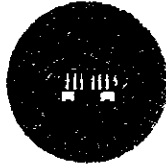
**EXHIBIT A**

**RFP #33-2012**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR PROFESSIONAL**

**ENGINEERING SERVICES**



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2012 RFQ for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 13, 2012**.

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

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

**RFP #33-2012 RFQ for Professional Engineering Services**

If mailed, the envelope must be addressed to:

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

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

**There will be a pre-proposal conference on Monday, October 29, 2012 at 10:00 AM, local time, in the Phoenix Bldg., 3<sup>rd</sup> Floor Conference Room, 101 East Vine Street, Lexington KY.**

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

Each firm responding to this RFQ shall submit **individual SOQ's for each project category (contract)** for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) for each project category.

The LFUCG reserves the right to establish the pre-qualified list for each service category/contract as need dictates. Finalization of the pre-qualified list in each category/contract may occur en masse or separately.

This RFP will result in six (6) individual category/contracts as defined by project categories/contracts listed in the Scope of Services. This RFP will be evaluated and awarded in contract phases as deemed necessary in order to meet the overall Consent Decree Project and timelines. See below for anticipated schedules. The LFUCG in no way guarantees this schedule.

	First Reading	Second Reading
Category 1 (Equalization Tanks or Basins)	12-6-12	12-11-12
Category 2 (Dig & Replace Pipelines)	1-17-13	1-31-13
Category 3 (Stormwater Management Projects)	1-17-13	1-31-13
Category 4 (Pipeline, manhole, inlet projects)	1-17-13	1-31-13
Category 5 (Conventional Small pump stations)	February 2013	
Category 6 (Conventional Large pump stations)	February 2013	

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

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

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

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

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



## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA (see enclosed scoring sheet)**

1. Overall expertise of the firm in service category
2. Overall expertise of the Team members in service category
3. Past performance in the service category
4. Project Manager Qualifications
5. Risk Management Plan
6. Office status and location of employees
7. Hourly Rates

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

**Questions shall be addressed to:**

Betty Landrum, Buyer Senior  
Division of Central Purchasing  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**Affirmative Action Plan**

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320 or email to Betty Landrum at [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
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 handicap.*

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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

**WORKFORCE ANALYSIS FORM**

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_

Name & Title



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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

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

**PART 3 - DEFINITIONS**

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

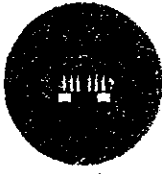
**PART 4 - OBLIGATION OF PROPOSER**

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
  - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
  - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development

[TTYRA@commercelexington.com](mailto:TTYRA@commercelexington.com)

859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown

[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)

502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC

[dharbut@uky.edu](mailto:dharbut@uky.edu)

Shawn Rogers, UK SBDC

[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack

[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles

[jcoles@cvcky.org](mailto:jcoles@cvcky.org)

859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis

[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)

502-564-3601

**KPAP**

Debbie McKnight

[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)

800-838-3266 or 502-564-4252

Bobbie Carlton

[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon

[rwaldon@gcul.org](mailto:rwaldon@gcul.org)

513-487-6534

**Kentucky Small Business Connect**

Tom Back

800-626-2250 or 502-564-2064

<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)



**LFUCG MBE/WBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 33-2012**

The MBE/WBE 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>MBE/WBE 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.			
2.			
3.			
4.			

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

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

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

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

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



**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 33-2012

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

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

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

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

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

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

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



**MBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 33-2012

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

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

MBE/WBE 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

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

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

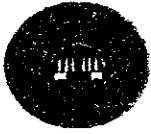
\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 33-2012

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 33-2012**

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities
- \_\_\_\_\_ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- \_\_\_\_\_ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- \_\_\_\_\_ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- \_\_\_\_\_ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- \_\_\_\_\_ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- \_\_\_\_\_ Other  
Please list any other methods utilized that aren't covered above.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

Complete Address: \_\_\_\_\_  
Street City Zip

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

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

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

## GENERAL PROVISIONS

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

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

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

for other documentation which is required by this RFP to be submitted with the proposal,

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for

- construction services;
- (e) The filing of a bankruptcy petition by or against the contractor;  
or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

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

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## GENERAL PROVISIONS

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

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

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

#### B. At Will Termination

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

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

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Scope of Services RFP #33-2012  
Request for Qualifications (RFQ) and Hourly Rates for  
Professional Engineering Services**

**1. Background**

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Remedial Measures Plans (RMPs) in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will serve as master plans in identifying system improvements necessary to eliminate recurring sanitary sewer overflows (SSOs). RMPs for the three separate groups of watersheds identifying improvements necessary in LFUCG's seven sewersheds have been submitted to EPA for approval. The planned improvements identified in the RMPs must be implemented (constructed) within a thirteen (13) year timeframe that began when the Consent Decree was entered in January 2011.

Concurrently, DWQ is implementing stormwater improvements that have been planned previously. A new master planning process is underway and stormwater flooding capital projects will continue to be implemented on a regular basis. In addition, DWQ and other divisions of LFUCG undertake scheduled and unscheduled sanitary sewer projects as needed.

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for sanitary sewer improvements described in the Remedial Measures Plans submitted to the EPA and KyDEP along with other sanitary sewer or storm sewer infrastructure projects LFUCG believes is necessary to meet its compliance requirements and to address the community's sanitary sewer and stormwater needs. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' prequalifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (6) separate categories of projects under separate contracts, and the maximum numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Equalization Tanks or Basins (with or without associated pumping facilities) – **maximum of four (4) firms**
- Contract 2 - Dig and replace pipeline projects (includes pipes and manholes to be placed in new alignments) – **maximum number of firms TBD**
- Contract 3 - Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities – **maximum number of firms TBD**
- Contract 4 - Pipeline, manhole, inlet and junction chamber rehabilitation projects – **maximum number of firms TBD**
- Contract 5 - Conventional small pump station designs (0 to less than 1000 gpm firm capacity) – **maximum number of firms TBD**
- Contract 6 - Conventional large pump station designs (1000 gpm or greater firm capacity) – **maximum of four (4) firms**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above such as wastewater treatment plant (WWTP) improvements shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted prequalifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

## **2. Contract Type and Contracting Process**

Each prequalified firm shall be awarded with an indefinite service delivery contract (Attachment 3, Engineering Services Agreement). Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in approved Task Orders. Only the approval of project-specific Task Orders shall constitute a notice to proceed on specific projects.

Engineering services/design work for all Consent Decree projects—including RMP projects, are subject to “Additional Provisions” included in the Consent Decree Task Order (Attachment 4). The projects that are not Consent Decree related are not subject to these “Additional Provisions;” therefore, non-Consent Decree projects will use Attachment 5.

The scope, intent, and schedule of each RMP project shall generally be in accordance with the RMP Implementation Plan; however, LFUCG reserves the right to reduce, increase, or otherwise change the scopes of the RMP projects. The scope, intent and schedule for non-RMP projects will be communicated as they are identified and developed by DWQ.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select all qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of awarded LFUCG contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent LFUCG work have been ranked from highest value of LFUCG contracts to the lowest value of LFUCG contracts over the last 24 months. The remaining firms that have not been awarded any LFUCG contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm’s qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as

published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a task order for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of task orders, and schedule compliance. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Task Orders based on performance.

### **3. General Project Description**

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. The following list of professional engineering services may or may not be included in each Task Order. All work shall be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the LFUCG Stormwater Manual. Waivers of this requirement must be in writing, signed by the Director of Water Quality or the Commissioner of Environmental Quality and Public Works.

- Review of DWQ/LFUCG supplied or referenced information related to the project.
- Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying (NOTE: DWQ is procuring photogrammetric mapping, digital terrain modeling, and orthophotos for selected projects and will provide this information to each consultant in AutoCAD format. The mapping will be appropriate for 1" = 20' plans, with 1-foot contour intervals).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ/LFUCG. DWQ intends to procure the services of a separate property acquisition consultant. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.

- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods. Decommissioning plans for pump stations to be removed from service. Interim operational plans, when required, for pump stations which will be upgraded or are affected by construction projects.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.)
- Prepare Engineer's pre-bid Opinion of Project Costs.
- Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award

Services during Construction including but not limited to the following may or may not be included in the Scope of Services for specific task orders:

- Contract administration
  - Review and approval of shop drawings
  - Responses to contractor requests for information (RFIs)
  - Review and approval of pay requests and change order requests
  - Preparation of Record Drawings in hard copy (reproducible) and electronic formats
  - Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
  - Final Inspection and preparation of punchlist
  - Project start-up and preparation of operations and maintenance manuals (pump stations)
  - Project Certification
  - Meetings – consultant will be responsible for agenda and preparation of meeting summary
    - Preconstruction
    - Monthly progress meetings
    - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations under Kentucky Infrastructure Authority (KIA) funded projects (i.e. – federally funded).

#### 4. Submittals

Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

##### Section

1. Letter of Transmittal (one page maximum)
  - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (two pages maximum)
  - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (six pages maximum)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (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 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 a Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Design Services Projects Within the Category a Firm Requests a Pre-  
Qualification (two 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 counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (**one page maximum**)
  - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

#### **5. 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:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3323

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

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposal. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category <sup>(1)</sup>	5 points
Overall expertise of the Team members in service category <sup>(1)</sup>	15 points
Past performance in the service category <sup>(2)</sup>	20 points
Project Manager Qualifications <sup>(3)</sup>	20 points
Risk Management Plan	10 points
Office status and location of employees <sup>(4)</sup>	20 points
Hourly Rates <sup>(5)</sup>	<u>10 points</u>
	100 points

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on sanitary sewer or storm water projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.
5. Hourly rates must be within 15 percent of the mean for all prospective consultants to be rated as "acceptable".

Attachment 1

Project Team Location(s)

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

**Notes:**

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

## Attachment 2 - RFP Scoring Sheet

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:		Score (1-5)	Total Points Possible	Weighted Score
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		5	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years		20	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20	
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees			
	3.0 - Prime has non-local Kentucky HQ			
	2.5 - Prime has non-local KY office			
Hourly Rates	1.0 to 2.0 - Prime has no Kentucky office (consider distance)		10	
<b>Final Technical Score</b>	Acceptable: rates generally within 15% of the mean		<b>100</b>	

## Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects

Affidavit \_\_\_\_\_  
 Affirmative Action Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

## ATTACHMENT #3

### ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_ (name & address) \_\_\_\_\_ (**CONSULTANT**). **OWNER** intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

##### 1.1. General

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

##### 1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Appendices \_\_\_ and Addendums \_\_\_\_\_), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the

**CONSULTANT's response to RFP #33-2012), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

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

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

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

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

previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

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

#### **OWNER shall:**

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

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

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.



- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

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

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

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

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

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

## 5.2. Times of Payment

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

## 5.3. Other Provisions Concerning Payments

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

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1. Termination

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

### 6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

**OWNER.** The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

**6.3. Legal Responsibilities and Legal Relations**

- 6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

**6.4. Successors and Assigns**

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

#### **6.5. Disputes**

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

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

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

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

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

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

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

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

## 6.9. Risk Management Provisions, Insurance and Indemnification

### 6.9.1. DEFINITIONS

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

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

**CONSULTANT** shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. 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. This Indemnification and Hold Harmless

Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

### 6.9.3. FINANCIAL RESPONSIBILITY

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

### 6.9.4. INSURANCE REQUIREMENTS

#### 6.9.4.1. Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
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 a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- d. 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).
- e. 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.
- f. 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.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

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

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

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

**CONSULTANT** understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

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

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

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

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

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

### **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. The **OWNER'S** designee will be identified in each approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_

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

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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 2012.  
My commission expires: \_\_\_\_\_.

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

**EXHIBIT A**

**RFP #33-2012**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR PROFESSIONAL**

**ENGINEERING SERVICES**

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**EXHIBIT D**

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

ATTACHMENT #4

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

	CONSULTANT	OWNER
Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
Task Order Date:	_____	chmartin@lexingtonky.gov
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

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

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

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

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

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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



ATTACHMENT #5

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

CONSULTANT

OWNER

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

SCOPE OF WORK/DELIVERABLES

\_\_\_\_\_

SCHEDULE OF WORK

\_\_\_\_\_

FEE

\_\_\_\_\_

ACCEPTED BY:

AUTHORIZED BY:

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

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

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

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

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



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

RFP Number: **33-2012**

Date: November 6, 2012

Subject: **RFO for Professional Engineering Services**

**Please address inquiries to:**  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

Questions	Answers
Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct?	Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience.
Can you provide examples of similar type projects that will be included in Category 4?	Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems.
Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?	Yes -- Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.
From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed.  If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced	Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries).

wastewater project manager, would the Prime/Team receive the points for having a local project manager?	
In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub?	No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.
Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ?	Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed.
Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP.	Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions.
A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?	At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract.
It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list?	Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation.
As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County?	No – The proposer will be able to demonstrate and score points in other categories.
Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?	Yes –see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)

<p>How will a firm be ranked if there is a joint venture?</p>	<p>DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements.</p>
<p>George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&amp;I (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate?</p>	<p>Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above.</p> <p>Regarding the question on hourly rates, see the response to question No. 9 above.</p>

**SPECIAL NOTE TO PROPOSER:** Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.



Todd Slatin, Acting 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 RFP.

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

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

SIGNATURE OF PROPOSER: \_\_\_\_\_

**Hourly Rate Schedule  
Remedial Measures Plan and Related Projects**

<b>Job Classification</b>	<b>Hourly Rate</b>
Principal	
Project Manager	
Project Engineer (PE)	
Project Engineer (EIT)	
Engineering Technician / CAD Technician	
Survey Crew	
Clerical	

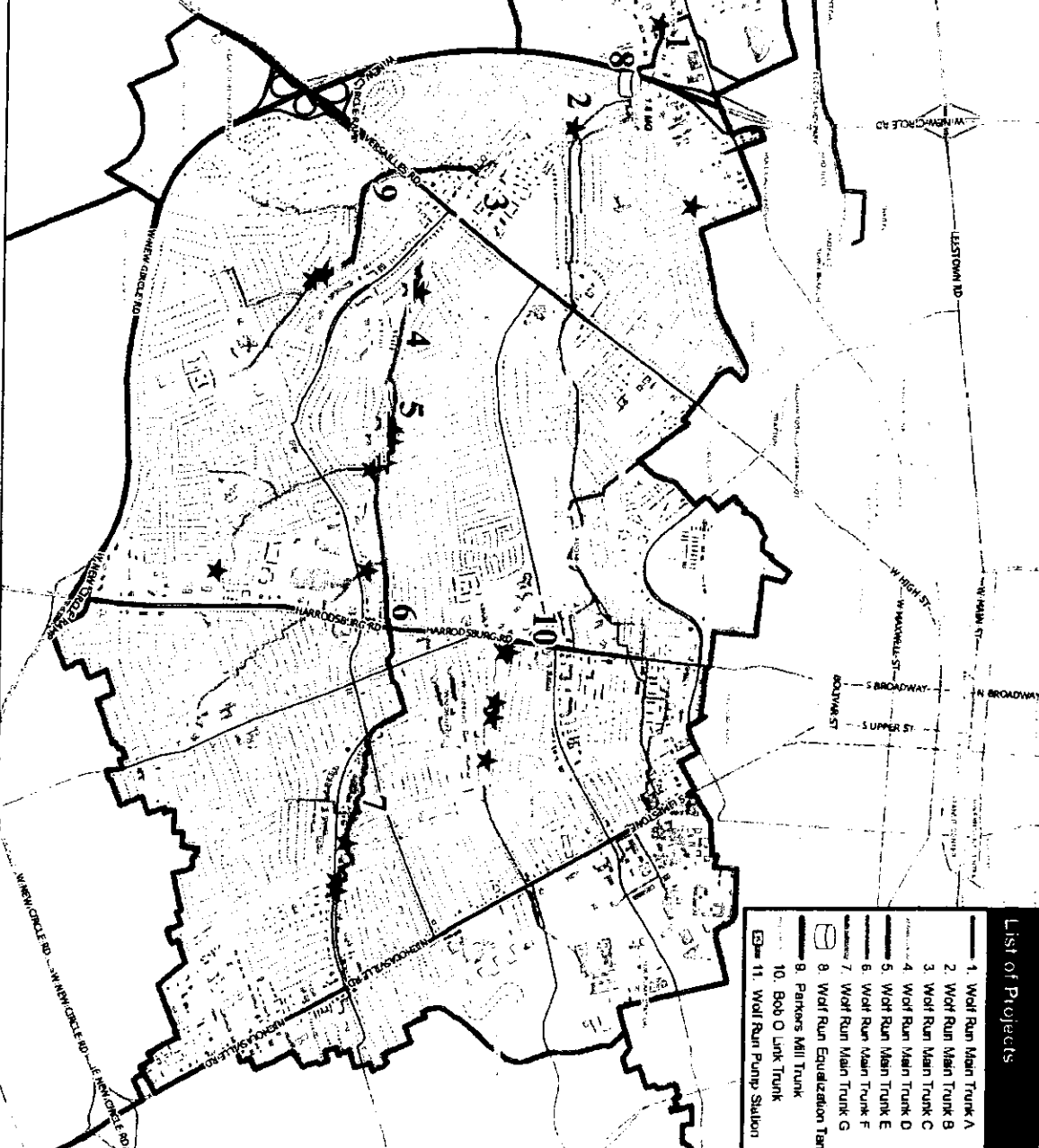
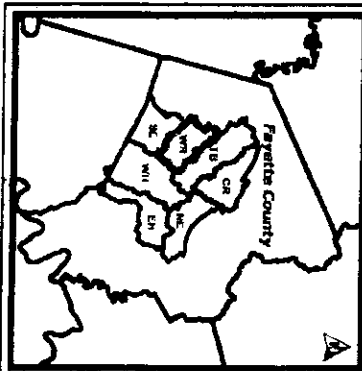
## Attachment 2 - RFP Scoring Sheet – REVISED for Addendum

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:		Notes		
Selection Criteria				
Overall expertise of the firm	Acceptable: at least 3 similar projects		10	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years and located locally		25	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20	
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees			
	3.0 - Prime has non-local Kentucky HQ			
	2.5 - Prime has non-local KY office			
	1.0 to 2.0 - Prime has no Kentucky office (consider distance)			
<b>Final Technical Score</b>			<b>100</b>	

**RMP Projects**

No.	Project Name	Design Fee Estimate	Construction Cost Estimate	Project Capital Cost Estimate	Project Type
CR-1	Lower Cane Run Wet Weather Storage	\$3,120,000	\$33,440,000	\$36,560,000	1 - Storage
CR-10	Upper Cane Run WWS	\$500,000	\$3,980,000	\$4,480,000	1 - Storage
EH-3	East Hickman WWS	\$1,540,000	\$16,520,000	\$18,060,000	1 - Storage
NE-1	North Elkhorn PS WWS	\$880,000	\$9,420,000	\$10,300,000	1 - Storage
TB-1	Town Branch WWTP WWS	\$9,770,000	\$102,130,000	\$111,900,000	1 - Storage
WH-1	WH-7 WWS	\$1,630,000	\$17,460,000	\$19,090,000	1 - Storage
WH-20	WH WWTP WWS	\$10,130,000	\$108,610,000	\$118,740,000	1 - Storage
WR-8	Wolf Run WWS	\$740,000	\$7,940,000	\$8,680,000	1 - Storage
CR-11	Cane Run Trunk	\$180,000	\$1,700,000	\$1,880,000	2 - Pipeline
CR-12	Lexmark Trunk A	\$160,000	\$1,480,000	\$1,640,000	2 - Pipeline
CR-13	Lexmark Trunk B	\$110,000	\$960,000	\$1,070,000	2 - Pipeline
CR-14	New Circle Trunk A	\$390,000	\$3,920,000	\$4,310,000	2 - Pipeline
CR-15	New Circle Trunk B	\$280,000	\$2,700,000	\$2,980,000	2 - Pipeline
CR-3	Expansion Area 3 FM	\$430,000	\$3,370,000	\$3,800,000	2 - Pipeline
CR-4	Expansion Area 3 Trunk	\$550,000	\$4,840,000	\$5,390,000	2 - Pipeline
CR-5	Shandon Park Trunks	\$260,000	\$2,050,000	\$2,310,000	2 - Pipeline
CR-6	Winburn Trunk	\$140,000	\$980,000	\$1,120,000	2 - Pipeline
CR-7	Thoroughbred Acres Trunk	\$170,000	\$1,600,000	\$1,770,000	2 - Pipeline
CR-9	Lower Griffin Gate Trunk	\$90,000	\$770,000	\$860,000	2 - Pipeline
EH-1	East Hickman FM	\$860,000	\$9,210,000	\$10,070,000	2 - Pipeline
EH-10	Hartland 1 Trunk	\$120,000	\$1,020,000	\$1,140,000	2 - Pipeline
EH-11	Eliminate East Lake PS	\$70,000	\$560,000	\$630,000	2 - Pipeline
EH-12	Century Hills Trunk Upsize	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
EH-13	East Lake Trunk Upsize	\$80,000	\$700,000	\$780,000	2 - Pipeline
EH-14	Autumn Ridge Trunk Upsize	\$100,000	\$900,000	\$1,000,000	2 - Pipeline
EH-4	Overbrook Farm FM	\$120,000	\$1,080,000	\$1,200,000	2 - Pipeline
EH-6	Overbrook Farm Trunk	\$420,000	\$4,250,000	\$4,670,000	2 - Pipeline
EH-8	Armstrong Mill Trunks	\$100,000	\$870,000	\$970,000	2 - Pipeline
EH-9	Hartland 2 & 3 Trunks	\$170,000	\$1,580,000	\$1,750,000	2 - Pipeline
NE-2	Eastland Trunk	\$160,000	\$1,340,000	\$1,500,000	2 - Pipeline
NE-3	Liberty Road Trunk	\$290,000	\$2,740,000	\$3,030,000	2 - Pipeline
NE-5	Greenbrier Trunk	\$30,000	\$260,000	\$290,000	2 - Pipeline
SE-2	Mnt Lane Trunk	\$120,000	\$1,050,000	\$1,170,000	2 - Pipeline
TB-10	Midland Avenue Trunk	\$320,000	\$3,120,000	\$3,440,000	2 - Pipeline
TB-3	Tie-in Lower Cane Run FM	\$20,000	\$160,000	\$180,000	2 - Pipeline
TB-4	UK Trunk A	\$270,000	\$2,560,000	\$2,830,000	2 - Pipeline
TB-5	UK Trunk B (Newtown Pike Extension)	\$-	\$-	\$0	2 - Pipeline
TB-6	UK Trunk C	\$150,000	\$1,380,000	\$1,530,000	2 - Pipeline
TB-7	UK Trunk D	\$240,000	\$2,330,000	\$2,570,000	2 - Pipeline
TB-8	UK Trunk E	\$290,000	\$2,850,000	\$3,140,000	2 - Pipeline
TB-9	Georgetown Road Trunk	\$10,000	\$100,000	\$110,000	2 - Pipeline
WH-10	West Hickman Main Trunk E	\$750,000	\$7,950,000	\$8,700,000	2 - Pipeline
WH-11	West Hickman Main Trunk F	\$450,000	\$4,500,000	\$4,950,000	2 - Pipeline
WH-12	Sutherland Trunk	\$180,000	\$1,640,000	\$1,820,000	2 - Pipeline
WH-13	Idle Hour Trunk	\$80,000	\$700,000	\$780,000	2 - Pipeline
WH-14	Centre Parkway Trunk	\$100,000	\$850,000	\$950,000	2 - Pipeline
WH-15	The Island Trunks	\$100,000	\$890,000	\$990,000	2 - Pipeline
WH-16	Woodhill Trunk	\$290,000	\$2,790,000	\$3,080,000	2 - Pipeline
WH-17	Prather Road Trunk	\$200,000	\$1,870,000	\$2,070,000	2 - Pipeline
WH-18	Richmond Road Trunk	\$170,000	\$1,530,000	\$1,700,000	2 - Pipeline
WH-19	Wildwood Park Trunk	\$110,000	\$1,010,000	\$1,120,000	2 - Pipeline
WH-2	West Hickman Main Trunk A	\$380,000	\$3,800,000	\$4,180,000	2 - Pipeline
WH-3	West Hickman Main Trunk B	\$560,000	\$5,780,000	\$6,340,000	2 - Pipeline
WH-4	West Hickman Main Trunk C	\$440,000	\$4,400,000	\$4,840,000	2 - Pipeline
WH-5	Landsdowne South Trunk	\$330,000	\$3,220,000	\$3,550,000	2 - Pipeline
WH-6	West Hickman Main Trunk D	\$370,000	\$3,660,000	\$4,030,000	2 - Pipeline
WH-7	Menick Trunk	\$360,000	\$3,520,000	\$3,880,000	2 - Pipeline
WH-8	Ecton Trunk	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
WH-9	Southeastern Hills Trunk	\$210,000	\$1,930,000	\$2,140,000	2 - Pipeline
WR-1	Wolf Run Main Trunk A	\$210,000	\$1,990,000	\$2,200,000	2 - Pipeline
WR-10	Bob O Link Trunk	\$190,000	\$1,650,000	\$1,840,000	2 - Pipeline
WR-2	Wolf Run Main Trunk B	\$230,000	\$2,180,000	\$2,410,000	2 - Pipeline
WR-3	Wolf Run Main Trunk C	\$420,000	\$4,140,000	\$4,560,000	2 - Pipeline
WR-4	Wolf Run Main Trunk D	\$190,000	\$1,730,000	\$1,920,000	2 - Pipeline
WR-5	Wolf Run Main Trunk E	\$230,000	\$2,140,000	\$2,370,000	2 - Pipeline
WR-6	Wolf Run Main Trunk F	\$260,000	\$2,460,000	\$2,720,000	2 - Pipeline
WR-7	Wolf Run Main Trunk G	\$220,000	\$1,990,000	\$2,210,000	2 - Pipeline
WR-9	Parkers Mill Trunk	\$190,000	\$1,770,000	\$1,960,000	2 - Pipeline
CR-16	Griffin Gate Rehab	\$-	\$-	\$0	4 - Rehab
NE-6	Floyd Drive Rehab	\$-	\$-	\$0	4 - Rehab
NE-4	Greenbrier #2 PS	\$170,000	\$1,040,000	\$1,210,000	5 - Small PS
TB-2	Town Branch PS Replacement	\$100,000	\$830,000	\$930,000	5 - Small PS
CR-2	Expansion Area 3 PS	\$720,000	\$6,980,000	\$7,700,000	6 - Large PS
EH-2	East Hickman PS	\$1,190,000	\$13,110,000	\$14,300,000	6 - Large PS
EH-5	Overbrook Farm PS	\$520,000	\$5,300,000	\$5,820,000	6 - Large PS
SE-1	South Elkhorn PS Upsize	\$80,000	\$690,000	\$770,000	6 - Large PS
SE-3	Mnt Lane PS	\$490,000	\$3,920,000	\$4,410,000	6 - Large PS
WR-11	Wolf Run Pump Station	\$-	\$9,500,000	\$9,500,000	6 - Large PS
CR-6	Sharon Village PS and FM	\$220,000	\$1,900,000	\$2,120,000	2 & 6
EH-7	Delong Road PS & FM	\$290,000	\$2,640,000	\$3,130,000	2 & 6
NE-7	Expansion Area 2A Projects	\$-	\$8,810,000	\$8,810,000	2 & 6
EH-15	Expansion Area #1 Property Acquisition	\$1,110,000	\$-	\$1,110,000	N/A
		\$46,310,000	\$489,740,000	\$536,050,000	



### List of Projects

- 1. Wolf Run Main Trunk A
- 2. Wolf Run Main Trunk B
- 3. Wolf Run Main Trunk C
- 4. Wolf Run Main Trunk D
- 5. Wolf Run Main Trunk E
- 6. Wolf Run Main Trunk F
- 7. Wolf Run Main Trunk G
- 8. Wolf Run Equalization Tank
- 9. Parkers Mill Trunk
- 10. Bob O Link Trunk
- 11. Wolf Run Pump Station

## Wolf Run Detailed Solutions

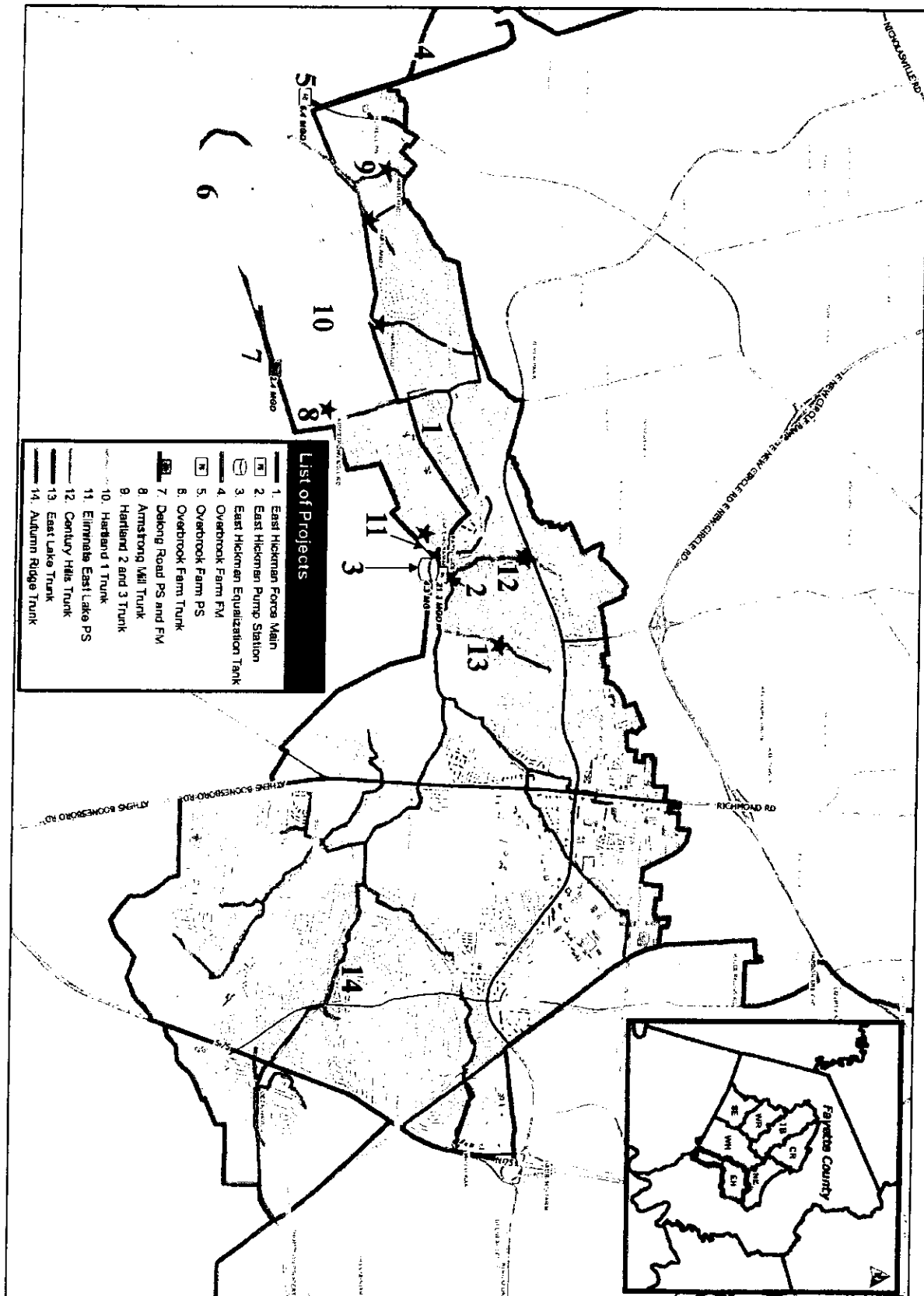
**Proposed Remedial Measures** (Different Colors Signify Separate "Projects")

Upsize Existing Line	New Pump Station	★ Monitoring List SSO
New Trunk Sewer	New Equalization Tank	★ Appendix A SSO
New Force Main		⊙ Existing Pump Station
		— Existing Trunk Sewer
		— Existing Force Main
		— Major Sewershed



1" = 2,200'





- List of Projects**
- 1. East Hickman Force Main
  - 2. East Hickman Pump Station
  - 3. East Hickman Equalization Tank
  - 4. Overbrook Farm PM
  - 5. Overbrook Farm PS
  - 6. Overbrook Farm Trunk
  - 7. DeLong Road PS and FM
  - 8. Armstrong Mill Trunk
  - 9. Harland 2 and 3 Trunk
  - 10. Harland 1 Trunk
  - 11. Elliminate East Lake PS
  - 12. Century Hills Trunk
  - 13. East Lake Trunk
  - 14. Autumn Ridge Trunk

### East Hickman Detailed Solutions

- Proposed Remedial Measures** (Different Colors Signify Separate "Projects")
- Existing Line
  - New Trunk Sewer
  - New Force Main
  - PS New Pump Station
  - ET New Equalizer Tank
  - ★ Monitoring List SSO
  - ☆ Appendix A SSO
  - G Existing Pump Station
  - Existing Trunk Sewer
  - Existing Force Main
  - Major Sewershed

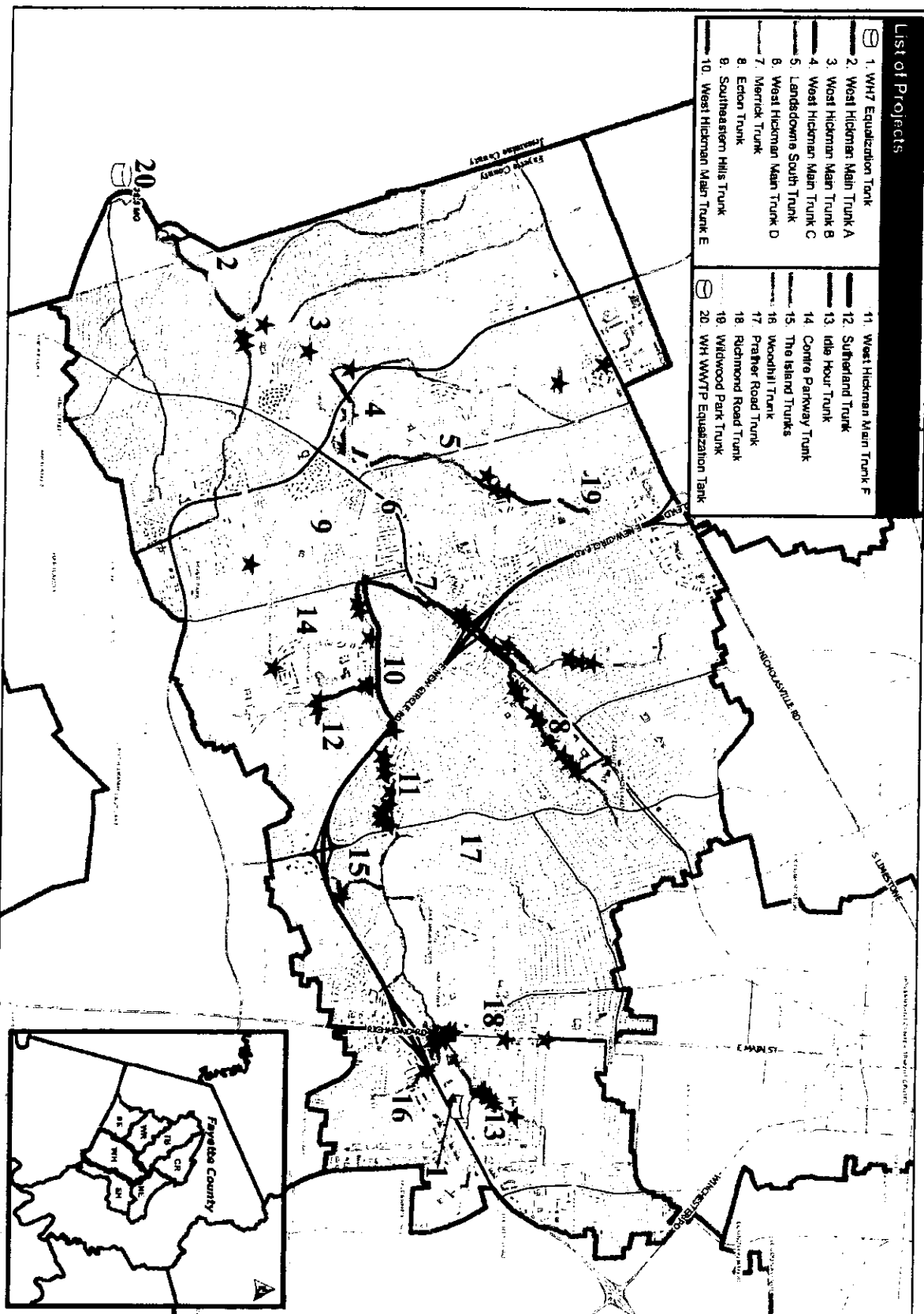


1" = 3,000'



List of Projects

- |                               |                               |
|-------------------------------|-------------------------------|
| 1. WH7 Equalization Tank      | 11. West Hickman Main Trunk F |
| 2. West Hickman Main Trunk A  | 12. Suberland Trunk           |
| 3. West Hickman Main Trunk B  | 13. Idle Hour Trunk           |
| 4. West Hickman Main Trunk C  | 14. Centre Parkway Trunk      |
| 5. Landdowns South Trunk      | 15. The Island Trunks         |
| 6. West Hickman Main Trunk D  | 16. Woodhill Trunk            |
| 7. Merrick Trunk              | 17. Prather Road Trunk        |
| 8. Echon Trunk                | 18. Richmond Road Trunk       |
| 9. Southeastern Hills Trunk   | 19. Widwood Park Trunk        |
| 10. West Hickman Main Trunk E | 20. WH WWTP Equalization Tank |

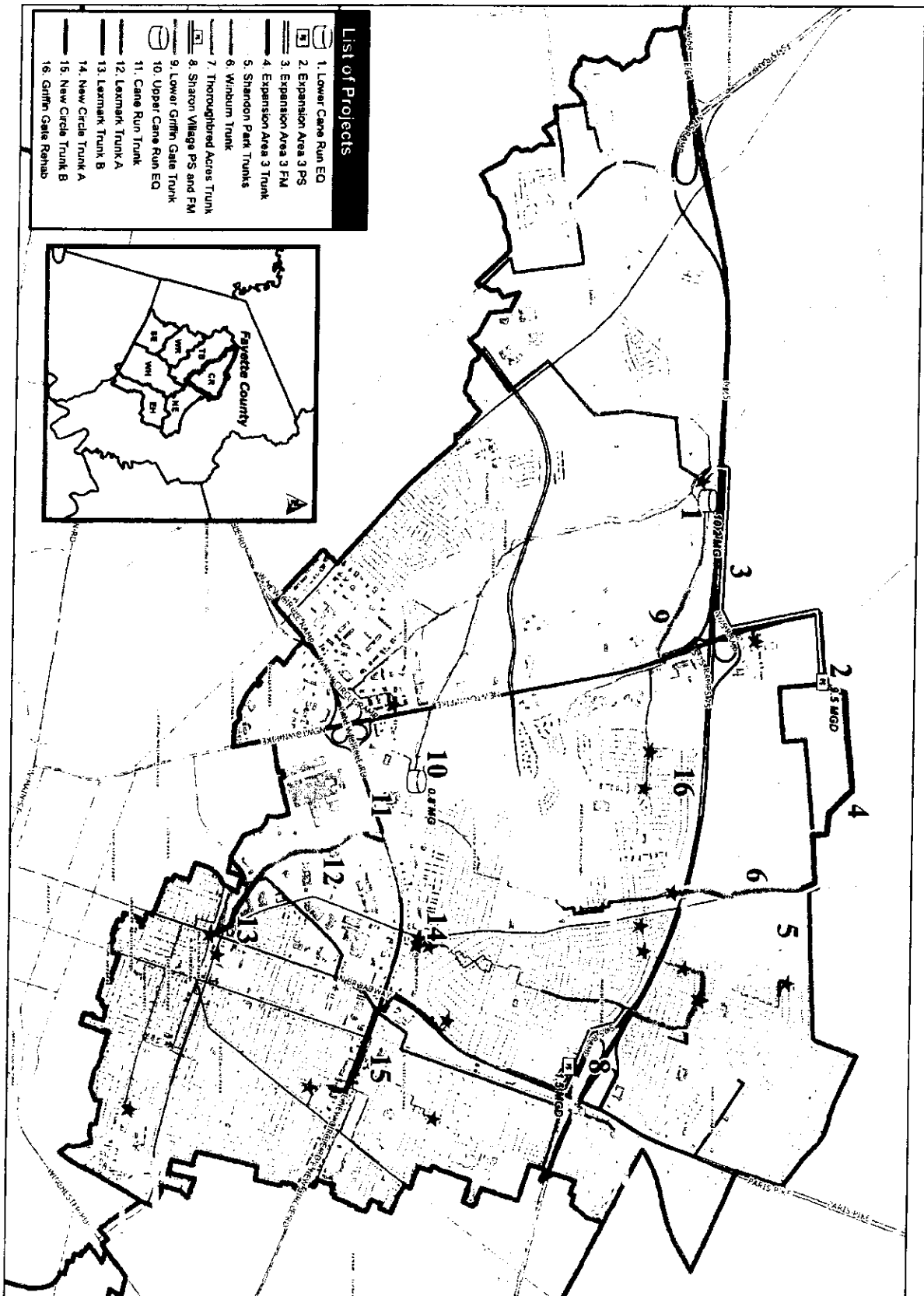


West Hickman Detailed Solutions

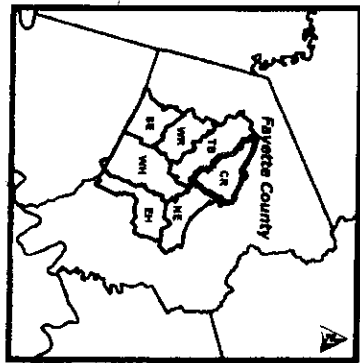
- Proposed Remedial Measures (Different Colors Signly Separate "Projects")
- |                      |                           |                         |
|----------------------|---------------------------|-------------------------|
| Upsize Existing Line | [R] New Pump Station      | ★ Monitoring List SSO   |
| — New Force Main     | [T] New Equalization Tank | ★ Appendix A SSO        |
|                      |                           | ⊙ Existing Pump Station |
|                      |                           | — Existing Trunk Sewer  |
|                      |                           | — Existing Force Main   |
|                      |                           | [ ] Major Sewershed     |



1" = 3,000'



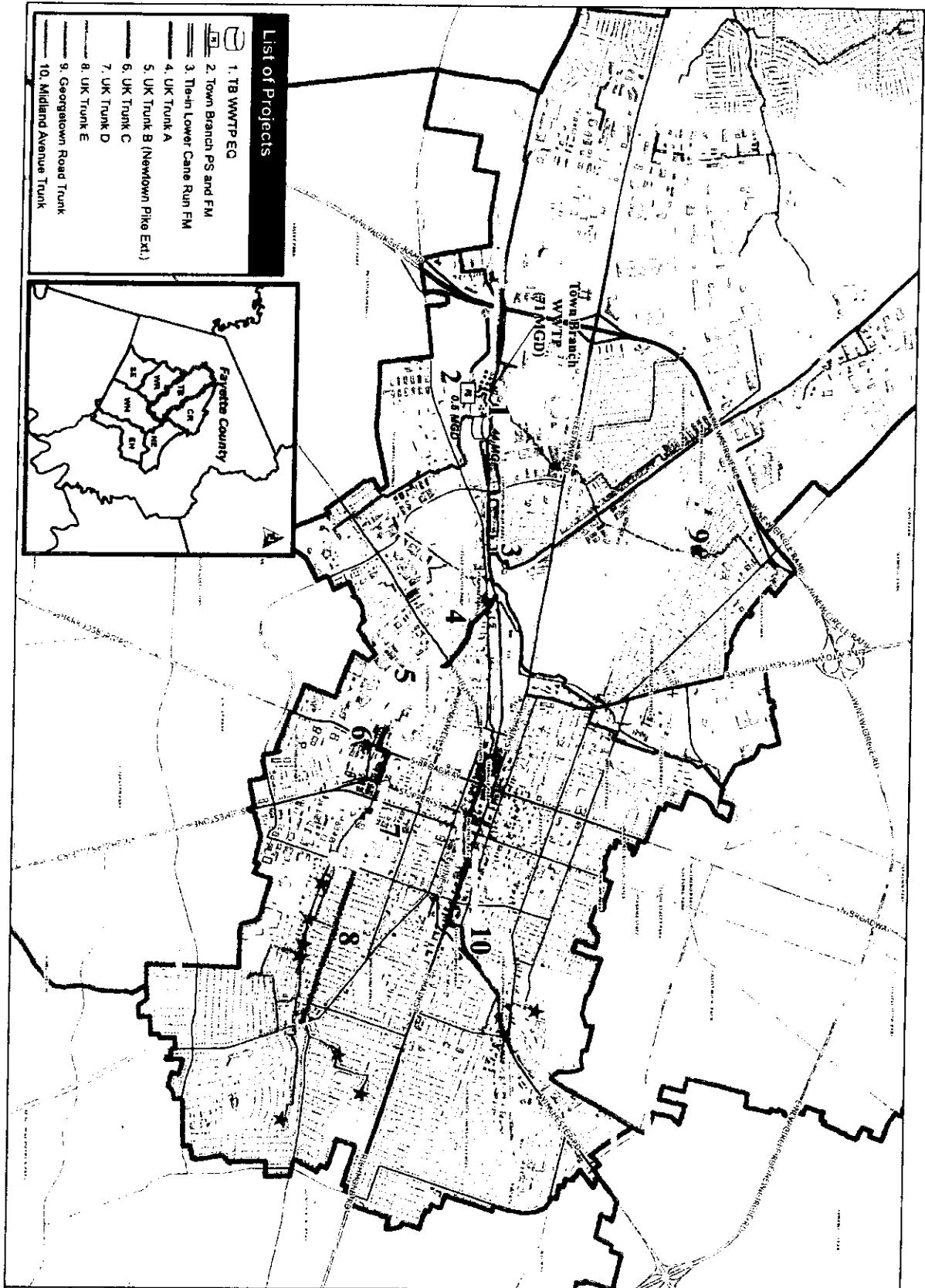
- List of Projects**
1. Lower Cane Run EQ
  2. Expansion Area 3 PS
  3. Expansion Area 3 FM
  4. Expansion Area 3 Trunk
  5. Stanton Park Trunks
  6. Winburn Trunk
  7. Thoroughbred Acres Trunk
  8. Sharon Village PS and FM
  9. Lower Griffn Gate Trunk
  10. Upper Cane Run EQ
  11. Cane Run Trunk
  12. Leemark Trunk A
  13. Leemark Trunk B
  14. New Circle Trunk A
  15. New Circle Trunk B
  16. Griffn Gate Rehab



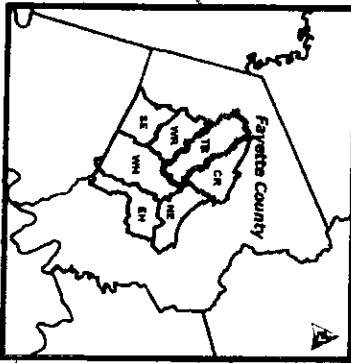
### Cane Run Solution

- Proposed Remedial Measures** (Different Colors Signify Separate "Projects")
- Upsize Existing Line
  - New Trunk Sewer
  - New Force Main
  - New Pump Station
  - New Equalization Tank
  - Monitoring List SSO
  - Appendix A SSO
  - Existing Pump Station
  - Existing Trunk Sewer
  - Existing Force Main
  - Major Sewershed





- List of Projects**
1. TB WWTP EC
  2. Town Branch PS and FM
  3. Trench Lower Cane Run FM
  4. UK Trunk A
  5. UK Trunk B (Newtown Pike Ext.)
  6. UK Trunk C
  7. UK Trunk D
  8. UK Trunk E
  9. Georgetown Road Trunk
  10. Midland Avenue Trunk



### Town Branch Solution

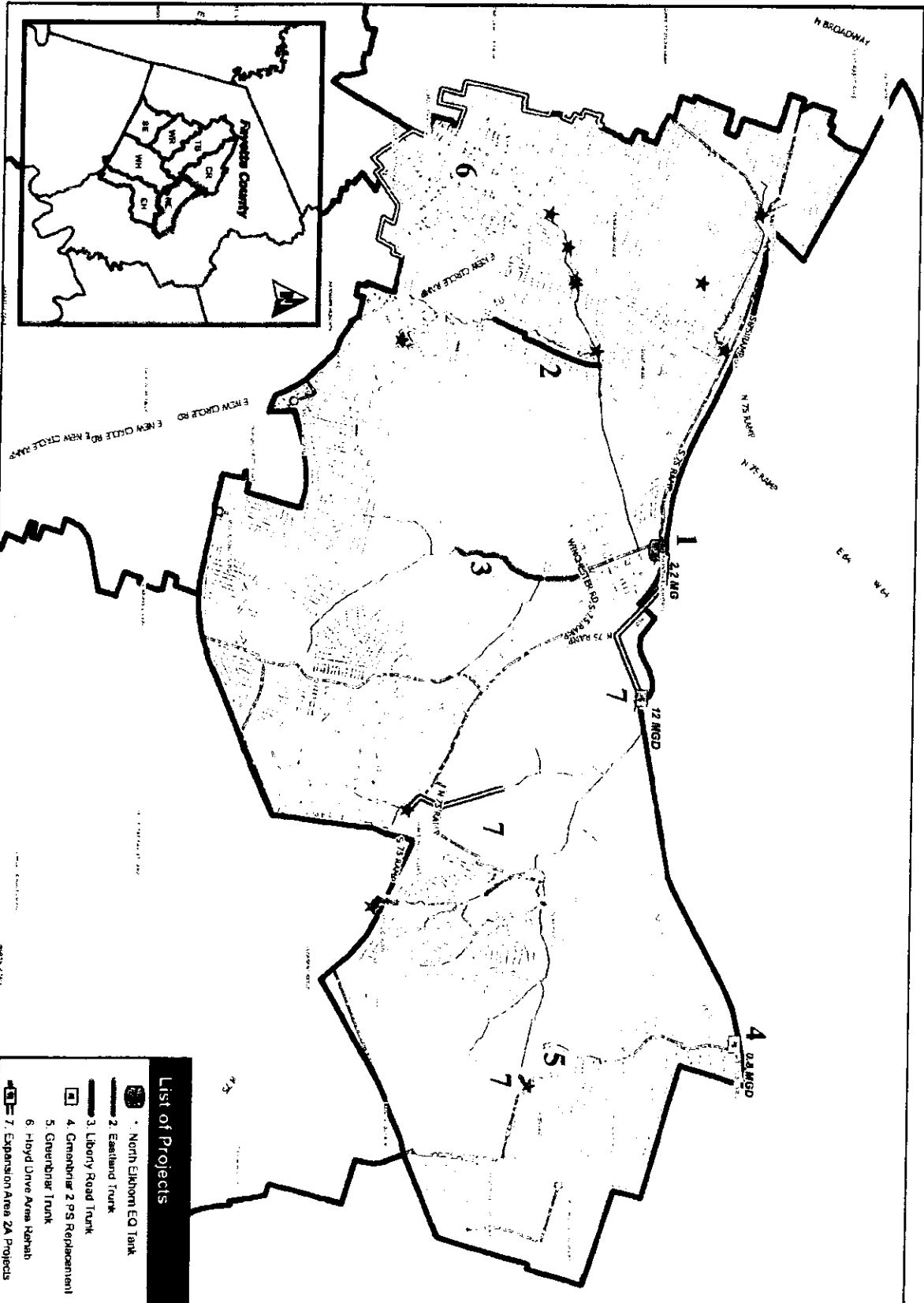
Proposed Remedial Measures (Different Colors Signify Separate "Projects")

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank



- ★ Monitoring List SSO
- ★ Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Force Main
- Major Sewershed

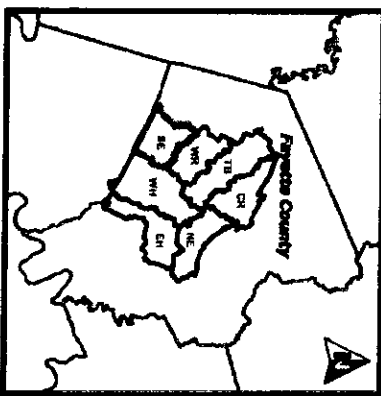
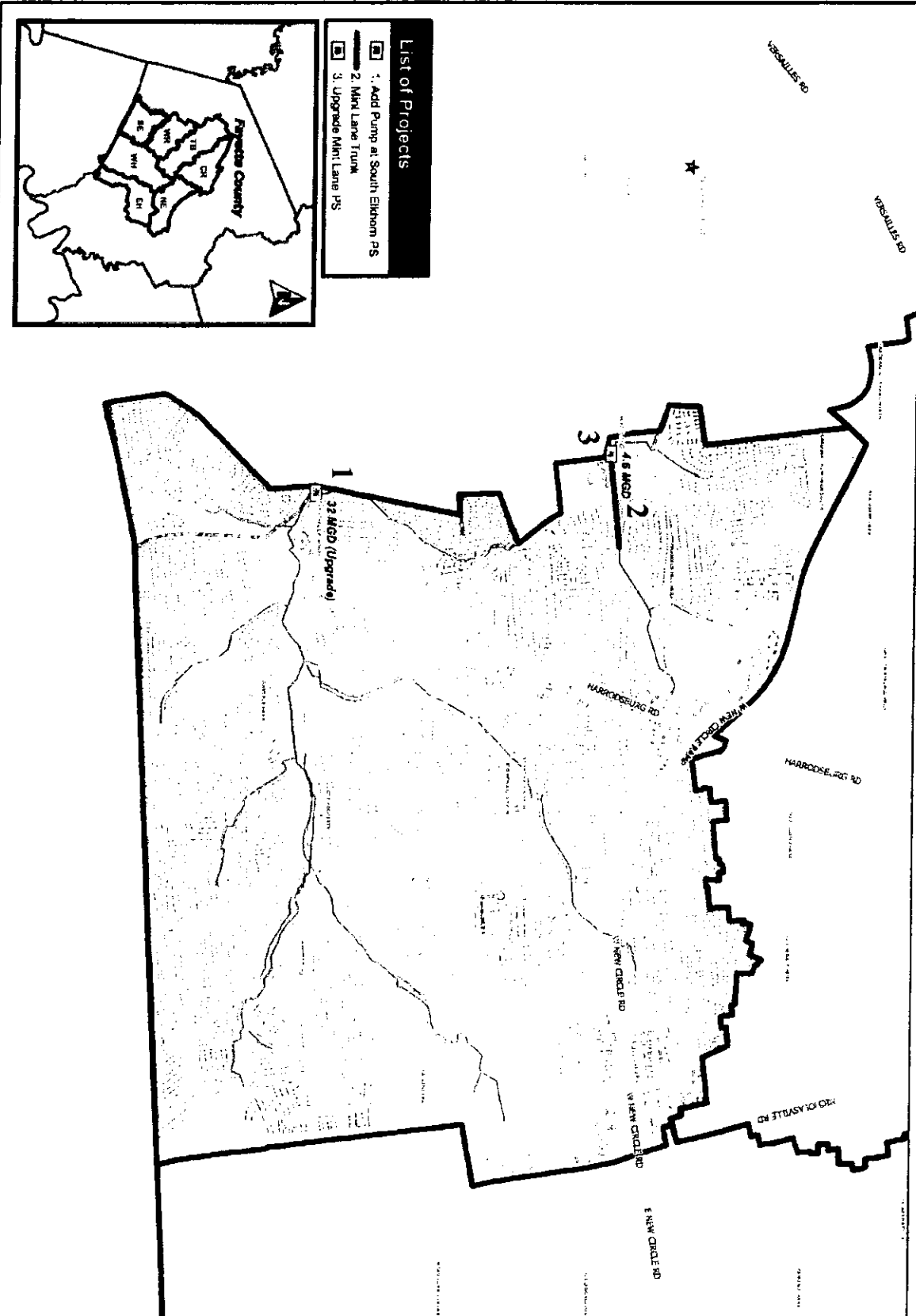
1" = 2,300'































- List of Projects**
- 1. North Elkhorn EQ Tank
  - 2. Eastland Trunk
  - 3. Liberty Road Trunk
  - 4. Cranberry 2 PS Replacement
  - 5. Greendhar Trunk
  - 6. Lloyd Drive Area Rehab
  - 7. Expansion Area 2A Projects

 1" = 2,400'	<h3 style="margin: 0;">North Elkhorn Solution</h3> <p><b>Proposed Remedial Measures (Different Colors Signify Separate Projects)</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <ul style="list-style-type: none"> <li> Upsize Existing Line</li> <li> New Trunk Sewer</li> <li> New Force Main</li> </ul> </td> <td style="width: 50%; border: none;"> <ul style="list-style-type: none"> <li> New Pump Station</li> <li> New Equalization Tank</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li> Upsize Existing Line</li> <li> New Trunk Sewer</li> <li> New Force Main</li> </ul>	<ul style="list-style-type: none"> <li> New Pump Station</li> <li> New Equalization Tank</li> </ul>	<ul style="list-style-type: none"> <li> Monitoring List SSO</li> <li> Appendix A SSO</li> <li> Existing Pump Station</li> <li> Existing Trunk Sewer</li> <li> Existing Force Main</li> <li> Major Sewershed</li> </ul>
<ul style="list-style-type: none"> <li> Upsize Existing Line</li> <li> New Trunk Sewer</li> <li> New Force Main</li> </ul>	<ul style="list-style-type: none"> <li> New Pump Station</li> <li> New Equalization Tank</li> </ul>			
				



- List of Projects**
- 1. Add Pump at South Elkhorn PS
  - 2. Main Lane Trunk
  - 3. Upgrade Main Lane PS

 1" = 2,400'	<h3>South Elkhorn Solution</h3> <p><b>Proposed Remedial Measures (Different Colors Signify Separate Projects)</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <ul style="list-style-type: none"> <li>Upgrade Existing Line</li> <li>New Trunk Sewer</li> <li>New Force Main</li> </ul> </td> <td style="width: 50%; border: none;"> <ul style="list-style-type: none"> <li> New Pump Station</li> <li> New Equalization Tank</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>Upgrade Existing Line</li> <li>New Trunk Sewer</li> <li>New Force Main</li> </ul>	<ul style="list-style-type: none"> <li> New Pump Station</li> <li> New Equalization Tank</li> </ul>	
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<ul style="list-style-type: none"> <li> Monitoring List SSO</li> <li> Appendix A SSO</li> <li> Existing Pump Station</li> <li> Existing Trunk Sewer</li> <li> Existing Forcemain</li> <li> Major Sewershed</li> </ul>				



**EXHIBIT B**

**CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2012

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 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	AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C No, Ext): 1-800-444-3017 E-MAIL ADDRESS: ANDREA.OTTO@AON.COM	FAX (A/C No): 952-656-8834
	INSURED	INSURER(S) AFFORDING COVERAGE	
		INSURER A: ZURICH AMERICAN INSURANCE COMPANY	NAIC #: 16535
		INSURER B: ZURICH AMERICAN INSURANCE COMPANY	16535
		INSURER C: ZURICH INSURANCE COMPANY	
		INSURER D: ZURICH AMERICAN INSURANCE COMPANY	16535
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 946      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	GLO6556026	05/01/12	05/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR					
X	CONTRACTUAL/CROSS LIABILITY		XCU COVER INCLUDED			PERSONAL & ADV INJURY \$ 2,000,000
X	OWNERS & CONTRACTORS PROTECTIVE					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COM/OP AGG \$ 2,000,000
	POLICY X PROJECT X LOC					\$
B	AUTOMOBILE LIABILITY		BAP5940882	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	ANY AUTO					
	ALL OWNED AUTOS SCHEDULED AUTOS					
	HIRED AUTOS NON-OWNED AUTOS					
C	UMBRELLA LIAB X OCCUR		8831307	05/01/12	05/01/13	EACH OCCURRENCE \$ 5,000,000
X	EXCESS LIAB CLAIMS-MADE		EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)			AGGREGATE \$ 5,000,000
	DED: X RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC5940881	11/01/12	11/01/13	X WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LEXINGTON, KY. STANTEC PROJECT #: 175699000. PROJECT NAME: DESIGN SERVICES FRO SANITARY SEWER REMEDIAL MEASURES AND STORMWATER PROJECTS. THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, CONSULTANTS, ASSIGNS, VOLUNTEERS AND SUCCESSORS IN INTEREST ARE INCLUDED AS ADDITIONAL INSUREDS BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVERAGE IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON-CONTRIBUTORY. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS.

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2012

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PRODUCER	MARSH CANADA LIMITED 680, 10180 - 101 STREET EDMONTON, AB T5J 3S4	CONTACT NAME: MICHAEL POPLETT PHONE (A/C No, Ext): 780-917-4850 FAX (A/C No): 780-429-1422 E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM
INSURED	STANTEC CONSULTING SERVICES INC. 1409 N FORBES ROAD LEXINGTON, KY 40511	INSURER(S) AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E: LLOYD'S OF LONDON INSURER F NAIC # 37540

COVERAGES      CERTIFICATE NUMBER: 749      REVISION NUMBER:

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

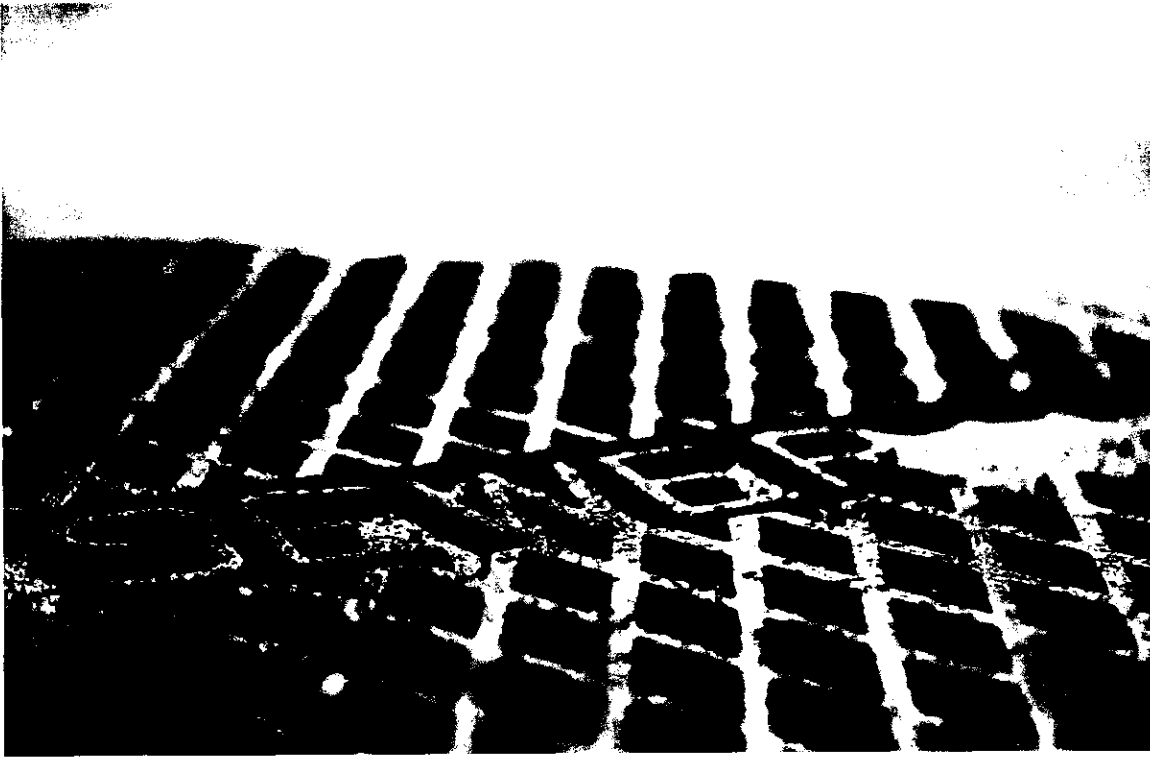
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY PROJECT LOC					
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	CLAIMS-MADE				AGGREGATE \$
						\$
	DED RETENTION S					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
E	PROFESSIONAL LIABILITY	N/A	QF045012	08/01/12	08/01/13	E.L. DISEASE - POLICY LIMIT \$
	INCLUDING CONTRACTORS					CLAIM & AGGREGATE LIMIT \$3,000,000
	POLLUTION LIABILITY					INCLUSIVE OF COSTS
						CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
LEXINGTON, KY. STANTEC PROJECT #: 175699000. PROJECT NAME: DESIGN SERVICES FOR SANITARY SEWER REMEDIAL MEASURES AND STORMWATER PROJECTS. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF RISK MANAGEMENT 200 EAST MAIN STREET, SUITE 925 LEXINGTON, KY 40507	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 

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**



A Statement of Qualifications for  
**Contract 3: Stormwater Management Projects**  
Lexington-Fayette Urban County Government • RFP #33-2012 • November 13, 2012



**Stantec**

Stantec Consulting Services Inc.  
1409 North Forbes Rd  
Lexington KY US 40511-2024  
Ph: (859) 422-3000



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Diskell  
Commissioner

**ADDENDUM #1**

RFP Number: **33-2012**

Date: November 6, 2012

Subject: **RFQ for Professional Engineering Services**

**Please address inquiries to:**  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

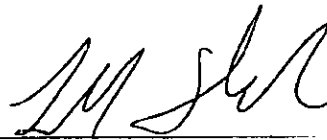
Please be advised of the following clarifications to the above referenced RFP:

Questions	Answers
Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct?	Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience.
Can you provide examples of similar type projects that will be included in Category 4?	Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems.
Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?	Yes - Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.
From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed.  If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced	Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries).

wastewater project manager, would the Prime/Team receive the points for having a local project manager?	
In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub?	No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.
Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ?	Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed.
Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP.	Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions.
A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?	At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract.
It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list?	Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation.
As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County?	No – The proposer will be able to demonstrate and score points in other categories.
Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?	Yes – see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)

How will a firm be ranked if there is a joint venture?	DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements.
George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&l (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate?	Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above.  Regarding the question on hourly rates, see the response to question No. 9 above.

**SPECIAL NOTE TO PROPOSER:** Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.



Todd Slatin, Acting 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 RFP.

COMPANY: Stantec Consulting Services Inc.

ADDRESS: 1409 N. Forbes Road, Lexington, Kentucky 40511

SIGNATURE OF PROPOSER:   
Joseph J. Herman

## AFFIDAVIT

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


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

**Continued on next page**



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

Further, Affiant sayeth naught.

  
\_\_\_\_\_  
Joseph J. Herman

STATE OF  Kentucky

COUNTY OF  Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by  Christine M. Workman  on this the  13th  day  
of  November , 2012.

My Commission expires:  July 29, 2015

  
\_\_\_\_\_  
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 handicap.*

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

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


\*\*\*\*\*

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature Joseph J. Herman

Stantec Consulting Services Inc.  
\_\_\_\_\_  
Name of Business

CO- L357814  
 U- L357814

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. STANTEC CONSULTING SERVICES INC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614

SECTION C - TEST FOR FILING REQUIREMENT

2. STANTEC CONSULTING SERVICES INC  
 61 COMMERCIAL STREET  
 ROCHESTER, NY 14614  
 1-Y 2-Y 3-Y DUNS NO.:093657427

SECTION D - EMPLOYMENT DATA

SECTION E - ESTABLISHMENT INFORMATION

NAICS:  
 54 Y

SECTION F - REMARKS

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	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/SU OFFICIALS & MGRS	2	1	43	0	0	0	0	0	0	0	0	0	0	0	0	46
FIRST/MID OFFICIALS & MGRS	15	3	645	6	2	13	2	2	128	2	0	4	0	0	1	823
PROFESSIONALS	50	19	1158	25	1	88	3	11	425	7	1	41	1	6	1836	
TECHNICIANS	43	6	622	21	0	30	5	5	126	4	0	12	1	0	875	
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADMINISTRATIVE SUPPORT	3	24	39	3	1	2	0	1	293	16	1	14	0	7	404	
CRAFT WORKERS	1	0	8	0	0	0	0	0	0	0	0	0	0	0	9	
OPERATIVES	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
LABORERS & HELPERS	1	0	40	1	0	1	0	1	1	0	0	0	0	0	45	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	115	53	2558	56	4	134	10	20	973	29	2	71	2	14	4041	
PREVIOUS REPORT TOTAL	103	51	2240	46	5	125	16	19	820	31	3	78	3	12	3552	

DATES OF PAYROLL PERIOD: 07/15/2011 THRU 07/31/2011

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: JENNIE MOORE  
 EEO-1 REPORT CONTACT PERSON: JENNIE MOORE  
 EMAIL: jennie.moore@stantec.com

TITLE: HR TEAM LEAD US EAST  
 TITLE: HR TEAM LEAD US EAST  
 TELEPHONE NO: 5854135241

CERTIFIED DATE[EST]: 10/25/2011 07:10 PM

**10.1. Equal Employment Opportunity and Affirmative Action Program**

Stantec Consulting Services Inc. (Stantec), hereby issues a formal position statement that it is an Equal Employment Opportunity employer and will hire, train, develop and promote personnel without regard to race, color, religion, sex, national origin, marital status, disability, or veteran status. This equal employment opportunity policy applies to all employment practices, benefits, training programs, performance evaluation programs, company programs and practices, and all other terms, conditions and privileges of employment. Stantec will do its best to make reasonable accommodations for known disabilities.

It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

All members of Stantec's staff who have supervisory, hiring and promotional authority have been advised of this policy. Staff members who are authorized to hire, supervise, promote and discharge employees, or who recommend such actions, or who are substantially involved in such actions, will be made fully cognizant of, and will implement, our equal employment opportunity policy and contractual responsibilities. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- 1) Periodic meetings of supervisory employees will be conducted before the start of work and then once every six months at which time our equal employment opportunity policy and its implementation will be reviewed and explained.
- 2) All new supervisory employees will be made aware of our equal employment opportunity regulations within thirty days following their reporting to work.

Stantec will inform all employees, prospective employees, and potential sources of employees of our firm's equal employment opportunity policy by the following specifications.

- 1) Place notices and posters setting forth the firm's equal employment opportunity policy in areas readily accessible to employees, applicants for employment, and potential employees.
- 2) Utilize employee meetings, employee handbooks, etc., to inform all employees of the firm's EEO policies and procedures to implement this policy.

If, after analyzing our firm's present employment composition, and based on this analysis it is found that minority group members are under-utilized in the work force, the following appropriate actions will be taken:

**Stantec Policies and Procedures**  
**Employment Regulations**

- 1) Stantec will include in all advertisements for employment the notation: "An Equal Opportunity Employer." We will insert all such advertisements in newspapers, or other publications, having a large circulation among minority groups.
- 2) Stantec will conduct a systematic and direct recruitment effort through public and private employee referral sources likely to yield qualified minority group applications.
- 3) Stantec will encourage present employees to refer minority group applicants for employment by posting appropriate notices of such or by verbal communication with staff through staff meetings, etc.

To ensure that all personnel actions, including wages paid, working conditions, employee benefits, and all personnel actions of every type are being administered in a non-discriminatory manner, Stantec will:

- 1) Conduct periodic inspections of working sites to ensure that working conditions and employee facilities do not include discriminatory treatment.
- 2) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discrimination in wage practices.
- 3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, we will promptly take corrective action.
- 4) Investigate all complaints of alleged discrimination made to us in connection with our obligation under any contracts, attempt to resolve such complaints, and take appropriate corrective action.

Stantec will have no discrimination in training and promotional opportunities and accordingly will:

- 1) Advise employees and applicants for employment of available training programs and entrance requirements for each.
- 2) Periodically review the training and promotional potential of minority group employees and will encourage eligible employees to apply for such training and promotion.

In the event that Stantec utilizes subcontractors, we will:

- 1) Use our best efforts to utilize minority group subcontractors or subcontractors with meaningful minority group representation among their employees.
- 2) Use our best efforts to assure subcontractor's compliance with their equal employment opportunity obligations.

All of our staff is advised to be aware of the above stated policy. All prospective and new employees will be so advised in that:

- 1) The policy is contained in all employment advertisements.
- 2) The policy is fully stated in our employee policies and procedures book.

## **10.2. Pre-Employment**

At such time Stantec extends an offer of employment, the offer will be conditional upon successful completion of a pre-employment drug screen and background check. The offer letter will clearly state that the completion of these screens is required and results received before the potential candidate begins employment with FMSM.

## **10.3. Employment Eligibility Verification**

Stantec is required by the U.S. Department of Justice to examine evidence of identity and employment eligibility within three (3) business days of employment. Employees must present original documents. The Employment Eligibility Verification (I-9) form will be presented to the employee on his first date of hire. Failure to provide the necessary documentation in a timely manner may result in suspension of employment.

## **10.4. Sexual, Racial and Other Harassment in the Work Place**

Stantec is committed to providing a work environment for its employees, which is free from physical, psychological or verbal harassment of any kind including sexual and racial harassment.

Harassment includes any form of verbal or physical behavior which is unsolicited, unwelcome or interferes with an individual's work performance, or which creates an offensive work environment. This principle applies to race, color, religion, national origin, age, physical or mental handicap, and particular emphasis is placed on this definition as it applies to sexual and racial harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, verbal abuse of a sexual nature, graphic verbal comments about a person's body, physical touching, sexual advances and propositions, sexually degrading words used to describe an individual, and the display in the work place of sexually suggestive objects or pictures. It also includes any threat or suggestion that a person's refusal to submit to a sexual advance will adversely affect the person's employment or career development.

Racial harassment includes any offensive racial conduct.

Any employee, who believes that he or she is the object of harassment, or who has knowledge of any harassment of any other employee, should immediately report it to a member of the

Section  
**10**

**Stantec Policies and Procedures**  
**Employment Regulations**

Management Team or Human Resources. A prompt, strictly confidential investigation will be conducted of any reported harassment and when appropriate, disciplinary action will be taken. Stantec will retain confidential documentation of all allegations and investigation.

Stantec considers harassment to be a major offense, which can result in disciplinary action, up to and including termination. Your support is essential if we are to maintain a positive and productive work environment, free of all such harassment.



**LFUCG MBE/WBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 33-2012**

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineers, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40509	Field Surveying, kia and permitting	TBD	At least 10%
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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

November 13, 2012

Date

Company Representative

Joseph J. Herman  
Principal

Title





**MBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 33-2012

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

Company Name Stantec Consulting Services Inc.	Contact Person Joseph J. Herman
Address/Phone/Email 1409 N. Forbes Road Lexington, Kentucky 40511	RFP Package / RFP Date #33-2012

MBE/WBE 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
Integrated Engineers, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40509	Harsha Wijesin, PE	Harsha@int-engineering.com 859-368-0145 (Office) 859-351-9748 (Cell)	10/22/12	Field Surveying, KIA and permitting	Email/ phone/in-person	TBD (10% of contract)	MBE

(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

November 13, 2012

Date

Company Representative

Joseph J. Herman

Principal

Title

Firm Submitting Proposal: Stantec Consulting Services Inc.

Complete Address: 1409 N. Forbes Road, Lexington, Kentucky 40511  
Street City Zip

Contact Name: Joseph J. Herman Title: Principal

Telephone Number: (859) 422-3000 Fax Number: (859) 422-3100

Email address: joe.herman@stantec.com

## GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature Joseph J. Herman

November 13, 2012  
\_\_\_\_\_  
Date



**Stantec Consulting Services Inc.**

1409 North Forbes Road  
Lexington KY 40511-2050  
Tel: (859) 422-3000  
Fax: (859) 422-3100

**Stantec**

November 13, 2012

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

**Attention: Mr. Todd Slatin, Acting Purchasing Director**

**Reference: RFQ for Professional Engineering Services (RFP #33-2012)  
Contract 3 – Stormwater Management Projects**

Dear Mr. Slatin:

**Stantec Consulting Services Inc. (Stantec)** is pleased to submit our Statement of Qualifications for Contract 3 (Stormwater Management Projects) in the referenced RFP. Stantec has a proven track record providing professional engineering services to LFUCG and employs a local staff of approximately 180 professionals in our two Lexington offices.

Joining the Stantec Team is **Integrated Engineering, PLLC (IE)**. IE is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG's Capacity Assurance Program, along with several other municipal infrastructure projects for Louisville MSD and Sanitation District No. 1 (SD#1).


Highlights of the Stantec Team include:

- A local Project Manager experienced in stormwater projects who will ensure that you will receive the service that LFUCG has come to expect from working with Stantec;
- A 100% local Project Team with extensive local experience, performing stormwater capital improvement projects for you since the mid-1990's;
- Broad, regional stormwater expertise to provide value engineering and optimize project solutions;
- Unparalleled knowledge of your Consent Decree and a proven track record of meeting stringent Consent Decree deadlines;
- Nationally-recognized, in-house local geotechnical expertise, including drilling operations and a federal/state-certified soils laboratory located in Lexington;
- A local MBE with relevant experience and the in-house capabilities to maximize Stantec's ability to meet LFUCG's DBE procurement goals on each individual task order; and
- Demonstrated fiscal responsibility on LFUCG projects, including completion of the largest sanitary sewer assessment LFUCG has ever undertaken at \$114,000 under budget without a single change order.

Thank you for the opportunity to submit this Statement of Qualifications.

Sincerely,

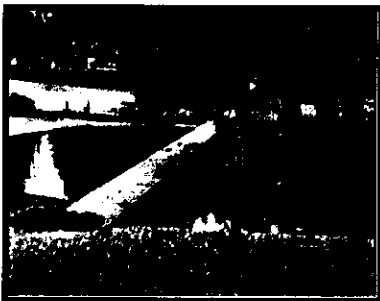
**STANTEC CONSULTING SERVICES INC.**

  
Joe Herman, PE – Project Manager  
Tel: (859) 422-3043  
Joe.Herman@stantec.com

## Firm Qualifications

*LFUCG will continue to receive the same consistently high-quality services from the same familiar faces that supported DWQ on over twenty (20) past stormwater improvement projects.*

*Our depth of local experience and breadth of regional experience provides a valuable design foundation for your stormwater needs.*



*Stantec's "screening tool" approach to stormwater improvements helps validate or refute LFUCG's need to expend more dollars to further evaluate and design appropriate stormwater management alternatives.*

**Stantec Consulting Services Inc. (Stantec)** is a multi-disciplinary firm with a proven track record providing quality stormwater and wastewater services to LFUCG for over 20 years. Nationally, Stantec employs approximately 11,000 professionals in over 170 offices. Locally, Stantec employs approximately 180 professionals in two Lexington offices. (A figure showing our office locations is provided on the inside cover.)

Stantec has been a "go-to" stormwater provider for LFUCG for over 20 years and understands as well as anybody the key aspects of the Stormwater Improvement Program (SWIP). Stantec has also led several of LFUCG's Consent Decree projects and understands the importance of anticipating potential pitfalls, strict adherence to project schedules, and adopting a "no excuses" approach. Stantec also recognizes LFUCG's goal to identify and capitalize on opportunities to reduce overall Plan costs.

Joining the Stantec Team is **Integrated Engineering, PLLC (IE)**. IE is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG's Capacity Assurance Program and several other infrastructure projects for Louisville MSD, Sanitation District No. 1 (SD1), and the Tennessee Valley Authority. IE also possesses valuable experience on design efforts with LFUCG, enabling our entire team to execute your projects swiftly, with no learning curve on your Technical Manuals/requirements.

Our Team is the low risk choice with proven experience in LFUCG's stormwater studies. Under the City's previous stormwater programs, Stantec assisted LFUCG in addressing over twenty (20) projects from the Stormwater Priority Project list, including most recently, investigations/designs at Loch Lomond, Mason Headley, Trafton, Jessie Clark, and Cardinal Lane. Stantec's project team is familiar with Division of Water Quality project expectations and personnel, and has proven experience designing sound solutions to address localized urban drainage problems.

In addition to our extensive local experience, our Team will also leverage stormwater experiences from additional key clients such as Louisville MSD, SD1 in Northern Kentucky, MSD of Greater Cincinnati, Frankfort, Elizabethtown, and Richmond, Kentucky, Mason and Fairfield, Ohio, and elsewhere around the region. Our depth of local experience and breadth of regional experience provides a valuable design foundation for your needs.

Stantec has come to appreciate the "screening tool" approach to LFUCG's stormwater projects. Rather than jumping to detailed design alternatives, our routine approach will first identify whether there is real flooding or property loss. When properly conducted, projects can be validated or refuted prior to LFUCG needing to expend critical funds to



further design appropriate stormwater management options. As demonstrated on the Mercer Road and Mason Headley projects where ultimately no stormwater improvement alternatives were warranted, this approach employed by Stantec allowed LFUCG to focus on other more critical flooding concerns.

Stantec has a thorough understanding of FEMA's requirements and the Letter of Map Revision (LOMR) process. Through our participation as a mapping contractor for FEMA and the Commonwealth of Kentucky for over eight (8) years, Stantec has obtained a thorough understanding of FEMA's flood hazard mapping guidelines and specifications and their LOMR requirements. As capital improvements are designed and built, Stantec is well-positioned to assist LFUCG through the permitting/LOMR process and incorporate the improvements into the FEMA flood products.



*LFUCG can benefit from Stantec's eight (8) years of lessons learned as a FEMA flood study and mapping contractor.*

In addition to our proven hydrologic and hydraulic experience on LFUCG projects on pipe network and open channel systems, we possess expertise in hydrogeologic behavior and subsurface flows within karst/sinkhole environments in the region. Locally, Stantec employs over 30 licensed geotechnical engineers and professional geologists and operates a federal/state-certified soil and rock testing laboratory. Our fleet of drilling rig equipment is also headquartered in Lexington. With over 45 years providing geotechnical engineering services in the Lexington area, we have a strong understanding of local subsurface conditions and are frequently retained as a regional expert on karst conditions. We'll bring our extensive knowledge of local geology and geotechnical expertise to stormwater projects where warranted and identify cost-saving innovations.

**Table 2.1 Stantec's Relevant LFUCG Experience**

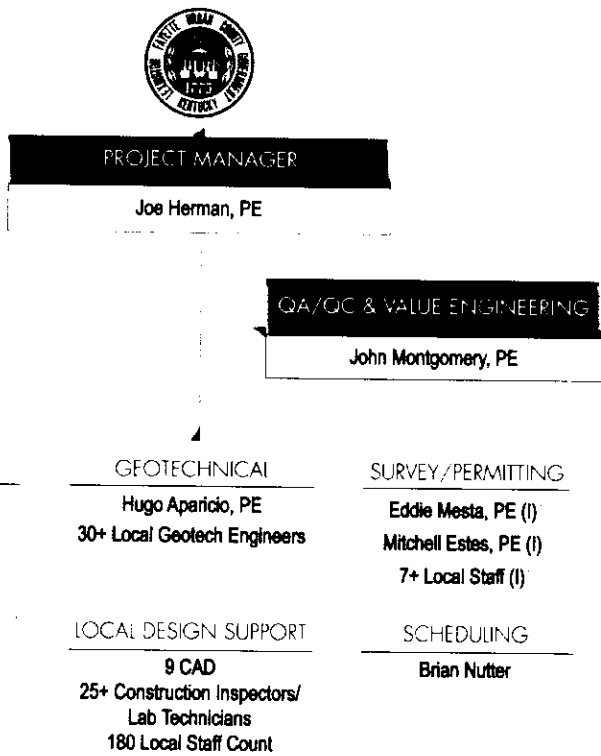
Project Name	Quality/Schedule Expectations Met?	Project Name (continued)	Quality/Schedule Expectations Met?
Capacity Assurance Program	Ongoing	Lake Shore Storm Sewer Replacement	✓
Group 1 Sanitary Sewer Assessment	✓	Skycrest Drainage Project	✓
Groups 2&3 Sewersheds SSAs	✓	Roanoke Buyout Properties	✓
Remedial Measures Plan (sub)	✓	Furlong Buyout Properties	✓
Loch Lomond CIP	✓	LFUCG FEMA Map Activity Statement	✓
Mason Headley CIP	✓	LFUCG FEMA Flood Map Update	✓
Cane Run Sewer Trunk Rehabilitation	✓	Elkhorn Park Trunk Sewer Replacement	✓
CMOM Self Assessment	✓	Winburn Estates PS SSO Elimination	✓
South Elkhorn Watershed Modeling	✓	Bowman Mill/Cave Hill Tributaries Study	✓
Trafton Street Stormwater Design	✓	Stone Road Detention Basin	✓
Trafton Pump Station Feasibility Study	✓	Montavesta Detention Basin	✓
Trafton Street Drainage Study	✓	Woodfield Detention Basin	✓
Forston Ave. Drainage Improvements	✓	Roanoke/ Lane Properties Restoration	✓
Heatherwood Townhomes Detention	✓	1997 Stormwater Improvement Program	✓
SWARM Application	✓		

## Project Team

Stantec provides LFUCG with the comprehensive experience and depth of technical knowledge necessary to complete any variety of stormwater management projects categorized in your Request for Qualifications. The following paragraphs highlight the credentials of the project management, engineering, and surveying staff identified in the organizational chart. These individuals have been assigned to this project and will play key roles in project execution. A review of the resume highlights that follow demonstrate that Stantec provides best value to LFUCG with respect to our local professional ability and qualifications.

An organizational chart identifying key members of the Stantec Team is presented in Figure 3.1.

Stantec's Team is **100% local** and includes a strong bench of stormwater design experts, back-stopped with additional local geotechnical expertise, support staff, and an experienced MBE partner.



### LEGEND

(I) - Integrated Engineering (MBE)  
 Indicates MBE  
**Bold indicates local**

In recognition of LFUCG's goal to capitalize on smart opportunities to reduce overall program costs, our Team includes veteran engineer responsible for independently reviewing preliminary designs and performing a **Value Engineering** review.

Unique elements of Stantec's Team includes a dedicated Project Scheduler and Value Engineer. The Project Scheduler will ensure that project deadlines and critical path items are effectively reported to LFUCG and their Program Management Consultant(s). The Value Engineer includes a senior designer with extensive experience and will be responsible for independently reviewing preliminary designs to identify opportunities to reduce construction costs.

---

**Joe Herman, PE**

*Role: Project Manager*

*Firm: Stantec*

*Years Experience: 17*

*Education:*

**B.S. Civil Engineering,  
University of Kentucky, 1994**

**M.S. Civil Engineering,  
University of Kentucky, 1995**

*Office Location:*

**Lexington, KY**

Joe Herman, PE will serve as the Project Manager. Mr. Herman has a proven track record executing LFUCG stormwater and wastewater projects. Recently, Mr. Herman led LFUCG's Sanitary Sewer Assessments (SSAs) and is currently managing LFUCG's Capacity Assurance Program. Mr. Herman brings consistency and proven project management skills to Stantec's stormwater projects, as well as a strong knowledge and background of working on a broad range of stormwater and flood protection projects for LFUCG. Mr. Herman was specifically selected for this project because of his hands on project management approach, professional presentation skills, and ability to communicate with a variety of audiences including technical experts at LFUCG, LFUCG customers, and other stakeholders. The list of Mr. Herman's LFUCG stormwater projects is extensive and includes

- Jessie Clark Sinkhole Study;
- Loch Lomond Stormwater Improvements;
- Mason Headley Road Stormwater Improvements;
- Trafton Street Drainage Study and Design;
- South Elkhorn Watershed Modeling;
- Skycrest Neighborhood Stormwater Study and Design;
- Bowman Mill and Cave Hill Tributaries Flood Study; and
- Fayette County Map Modernization and Flood Insurance Studies.

In addition to this impressive resume of local stormwater projects, Mr. Herman also boasts valuable experience with Cincinnati MSD's Bold Face (CSO 419) Sewer Separation project and Elizabethtown, Kentucky's Hawkins Steel Basin Stormwater Improvements. Mr. Herman has the authority to assign staff as-needed to meet LFUCG's project needs and will ensure that LFUCG continues to receive the same excellent service and local responsiveness that they have come to expect from Stantec.

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**Bret Lavey, PE**

*Role: Design Team*

*Firm: Stantec*

*Years Experience: 8*

*Education:*

**B.S. Civil Engineering,  
University of Kentucky, 2005**

*Office Location:*

**Lexington, KY**

Bret Lavey, PE is a Senior Project Engineer with detailed experience and knowledge in the design and analysis of water resource and civil engineering projects and the applications of Geographic Information Systems (GIS). He has experience in a variety of commercial hydrologic and hydraulic models and broad stormwater design experience. He served as the Project Engineer responsible for evaluating and designing storm sewer improvements necessary to alleviate flooding associated with Trafton and Versailles Roads, the Loch Lomond Stormwater

Improvements, and the Jessie Clark Sinkhole Study and has various other stormwater experience for LFUCG such as the **Fayette County Map Modernization** efforts and **South Elkhorn Watershed Modeling**. Mr. Lavey is also a lead engineer on the **Fowlers Fork Drainage Basin Masterplan** for SD1 in Union, Kentucky. Mr. Lavey is currently serving as a project engineer on LFUCG's Capacity Assurance Program and is fresh off his role on the Sanitary Sewer Assessments and Remedial Measures Plan Development, providing ample capacity to support LFUCG's design needs.

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**Jason Maxwell, PE**  
 Role: **Design Team**  
 Firm: **Stantec**  
 Years Experience: **7**  
 Education:  
**B.S. Biosystems Engineering, University of Kentucky, 2006**  
**M.S. Biosystems Engineering, University of Kentucky, 2008**  
 Office Location:

**Jason Maxwell, PE** is a Water Resources Engineer with specific project experience in engineering design for municipal stormwater and sanitary sewer systems, sanitary sewer evaluation studies (SSES), EPA Consent Decree Program Management, stormwater and sanitary hydrologic and hydraulic modeling, sanitary sewer rehabilitation, and inflow/infiltration studies. Mr. Maxwell has detailed experience in implementing hydrologic and hydraulic data into advanced modeling software applications such as HEC-HMS, HEC-RAS, and SWMM. Mr. Maxwell's recent stormwater experience includes drainage design for **Marathon Petroleum Company** and support on several of LFUCG's stormwater improvement projects, including **Loch Lomond, Mason Headley, and South Elkhorn Watershed Modeling**. Mr. Maxwell also recently completed his involvement in LFUCG's Sanitary Sewer Assessments and Remedial Measures Plan Development and has immediate availability for LFUCG's stormwater design projects.

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**Erman Caudill, PE**  
 Role: **Design Team**  
 Firm: **Stantec**  
 Years Experience: **12**  
 Education:  
**B.S. Civil Engineering, University of Kentucky, 1999**  
**M.S. Civil Engineering, University of Kentucky, 2000**  
 Office Location:  
**Lexington, KY**

**Erman Caudill, PE** has prior LFUCG stormwater project experience including the **H&H Flood Studies for a Tributary of South Elkhorn Creek** and is highly experienced in hydrologic and hydraulic modeling, drainage system design and analysis, reservoir yield analysis, floodplain information studies, hydropower studies, flood-proofing studies, water supply studies, flood insurance studies and GIS applications. He is well trained in utilizing a variety of software applications including SWMM, HEC-RAS, HEC-HMS, HEC-1, HEC-2, SITES, StormCAD, SEDCAD, Pipe2000, NWS DAMBRK, ArcView, ArcGIS and ArcInfo. In addition to past project experience with LFUCG, Mr. Caudill has also supported stormwater management initiatives and design services for the municipal stormwater system owners in Versailles and Elizabethtown, Kentucky, Butler County, Ohio and Chattanooga, Tennessee and boasts stormwater design credentials for many private clients, including:

- Good Shepherd Church (underground detention system design);
- The Lexington School;
- Marathon Petroleum Company;
- Kentucky Utilities;
- East Kentucky Power; and
- St. Joseph East (building expansion)

**Jason Bricker, PE***Role: Design Team**Firm: Stantec**Years Experience: 15**Education:***B.S. Civil Engineering,  
University of Kentucky, 1996***Office Location:***Lexington, KY**

Jason Bricker, PE is a Senior Project Engineer with extensive transportation and stormwater design experience. Most recently, he was responsible for the design of 2,200 linear feet of relocated 12' x 8' box culvert associated with the **Newtown Pike Extension Project**. Mr. Bricker was also responsible for the design associated with the sanitary trunk sewers for the UK Trunk along Manchester Street. Mr. Bricker's recent urban stormwater projects also include 800 feet of 54-inch storm sewer to replace an open ditch system, a precast structure to replace a small dilapidated bridge with flooding problems, and a series of retention basins to help alleviate existing flooding for District 11 of KYTC. Mr. Bricker's related experience and transportation focus will provide an additional perspective on stormwater design projects within our Design Team.

**Hugo Aparicio, PE***Role: Geotechnical Team**Firm: Stantec**Years Experience: 36**Education:***B.S. Civil Engineering,  
University of Kentucky, 1973****M.S. Civil Engineering,  
University of Kentucky, 1976***Office Location:***Lexington, KY**

Hugo Aparicio, PE is located in Stantec's Lexington, Kentucky office. Mr. Aparicio has over 36 years of experience performing subsurface explorations and geotechnical designs in Lexington. He is a recognized expert in karst geology and is often retained to evaluate and design treatments when encountered on proposed project sites. Mr. Aparicio has a strong understanding of Lexington's geology. Mr. Aparicio routinely develops designs for ponds and basins. Mr. Aparicio's exploratory methods include excavation of the subsoil to expose the underlying bedrock surface and conducting dye tests to determine the outlet point of groundwater entering the karst features. His experience includes the surveying, mapping and subsurface exploration of a cave with entries totaling approximately 3,000 feet in length located under the **Beaumont Farms residential subdivision**. Specific measures were formulated to protect the environmental conditions of the cave and reduce the potential impact of karst features on the proposed development.

**Eddie Mesta, PE***Role: Field Surveying and Permitting**Firm: IE**Years Experience: 17**Education:***B.S. Civil Engineering,  
University of Kentucky, 1995***Office Location:***Lexington, KY**

Eddie Mesta, PE is a Project Manager located in IE's Lexington, Kentucky office. Mr. Mesta will lead the IE team responsible for **Field Surveying and Permitting**. Depending on the degree of field surveying and permitting, it is anticipated that IE will also be responsible for providing the technical and administrative assistance to LFUCG necessary to fulfill the required obligations under Kentucky Infrastructure Authority (KIA) funded projects. Mr. Mesta has design and permitting experience on stormwater and wastewater projects for LFUCG. He is familiar with LFUCG's field surveying and permitting requirements, having provided similar services on the **Lexington Mall Sanitary Sewer Relocation, Bob O'Link Trunk Replacement, and Cardinal Lane Sanitary and Storm Improvements**.

**Mitchell Estes, PLS***Role: Field Surveying**Firm: IE**Years Experience: 22**Education:***B.A. University Studies  
(Mathematics),****Morehead State University,  
1985***Office Location:***Lexington, KY**

Mitchell Estes, PLS is a Professional Land Surveyor located in IE's Lexington, Kentucky office. Mr. Estes brings 22 years of land surveying experience to the Project Team. He has experience in construction staking for roadways, subdivisions, and land development and has completed numerous boundary and topographic surveys. Mr. Estes also boasts recent LFUCG infrastructure experience including the Bob O Link Trunk Sewer project and Town Branch Sanitary Sewer Rehabilitation and Pump Station project.

**Brian Nutter***Role: Scheduling**Firm: Stantec**Years Experience: 12**Education:***B.S. Electrical Engineering,  
US Coast Guard Academy,  
2000***Office Location:***Lexington, KY**

Brian Nutter is a Project Controls Specialist in Stantec's Lexington, Kentucky office. Mr. Nutter will be responsible for preparing and updating the project schedule to support LFUCG's Program Management Consultant(s). Mr. Nutter has a strong background in Primavera cost and resource loaded scheduling, Critical Path Management (CPM), and Earned Value Management System (EVMS). Prior to joining Stantec, Mr. Nutter provided similar project scheduling services for the United States Coast Guard and the National Aeronautics and Space Administration (NASA). The addition of Mr. Nutter to the project team will ease the reporting and transfer of project schedule information to LFUCG and their Consultant.

**John Montgomery, PE***Role: QA/QC & Value  
Engineering**Firm: Stantec**Years Experience: 27**Education:***B.S. Civil Engineering,  
University of Kentucky,  
1985***Office Location:***Lexington, KY**

John Montgomery, PE will provide QA/QC and Value Engineering on this project. In this role, Mr. Montgomery will provide high-level QA/QC of proposed designs and independently evaluate opportunities to reduce overall project construction costs (value engineering). Stantec specifically included a QA/QC and Value Engineering Team in response to LFUCG's goal to identify opportunities to reduce program costs, while still meeting Consent Decree objectives. Mr. Montgomery provides unique experience on past LFUCG stormwater program projects (including local mitigation projects at Lake Shore Drive, Forston Avenue, Silverleaf Court, Sandalwood Court, Old Paris Pike, Skycrest Neighborhood Drainage Study, and the Stonewall Sinkhole System Drainage Study). Mr. Montgomery established Stantec's Lexington water resources program in the early 1990's and has provided leadership on LFUCG's Stormwater Improvement Program since its inception. From 2004 to 2009, Mr. Montgomery lived in Cincinnati to manage and grow Stantec's Cincinnati Office. His time in Cincinnati provided valuable insights into diverse stormwater municipal owners in southwest Ohio, including Fairfield, Mason, Cincinnati, Trenton, Dayton, and others. Mr. Montgomery's 27+ years of experience in Lexington and throughout the region, along with his hands-on leadership approach, will provide added value to LFUCG's stormwater design projects.

## Risk Management Plan

Stantec's organization chart includes a deep roster in each position, allowing for minimal disruption to design activities should a member of the Team become unavailable or win the lottery. Each of the four members of the Design Team have extensive experience leading stormwater design projects. Additionally, Stantec's local office boasts at least five (5) project managers that could easily step into the management role on stormwater design projects.

Stantec's Lexington presence includes over **75 capable professional engineers or EIT's** that are available to support LFUCG's needs as necessary.

Locally, Stantec employs over 180 professionals providing us with additional depth should it be necessary. Corporate-wide, Stantec employs over 11,000 professionals covering a wide range of technical expertise that can be called upon to meet any project challenge or emergency.

Stantec also boasts a voluntary turnover rate that is less than the industry standard. Our commitment to our people and professional work atmosphere promotes high staff retention.

Finally, our management style includes a team-based approach that promotes cross-training amongst our staff. Stantec Project Managers are responsible for training and mentoring junior staff to provide growth opportunities (also key to staff retention) and provide sustainable succession planning. We can't work forever, but our legacies can!

LFUCG has our commitment that we will deliver the same great service you've come to expect from Stantec.

For proof of Stantec's team-based approach, LFUCG merely needs to look to the Group 1 and Group 2 & 3 Sanitary Sewer Assessment projects. On these projects, Stantec utilized a team-based approach in which Joe Herman, Bret Lavey, and Jason Maxwell worked interchangeably. This three-year effort involved numerous instances when Mr. Herman was unavailable in which Mr. Lavey and Mr. Maxwell led monthly progress meetings, prepared project invoices, provided technical direction, and managed daily field activities.

Stantec's Design Team boasts a deep roster of experienced individuals, along with a combined staff of over 11,000 professional, including over 180 persons in Lexington.

This coupled with our low turnover rate and commitment to cross-training and succession planning ensures that project deadlines and quality expectations are met in the event any member of the Team becomes unexpectedly unavailable.

# List of Clients

Table 4.1 contains client contact information for all of the Stormwater Management projects summarized in Section 5.

Table 4.1. Client Contact Information

Table 4.1 includes contact reference information for all of the **Stormwater Management** projects summarized in Section 5.

<b>LFUCG</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Greg Lubeck	859.258.3446	glubeck@lexingtonky.gov
<b>Project(s):</b> 1. <i>Jessie Clark Sinkhole Study</i> 2. <i>Trafton Street Drainage Study/Design</i> 3. <i>Various Other SWIPs (1997-2011)</i>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Ben Krebs	859.258.3410	bkrebs@lexingtonky.gov
<b>Project(s):</b> <i>Loch Lomond Stormwater Improvements</i>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Andrew Grunwald	859.258.3597	agrunwal@lexingtonky.gov
<b>Project(s):</b> <i>Newtown Pike Extension - Box Culvert Design</i>		
<b>Metropolitan Sewer District of Greater Cincinnati (MSDGC)</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Lindsey Staley	513.244.3908	Lindsey.Staley@cincinnati-oh.gov
<b>Project(s):</b> <i>CSO 419 (Bold Face) Separation</i>		
<b>Sanitary District No. 1 of Northern Kentucky</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Sean Blake	859.578.7468	sblake@sd1.org
<b>Project(s):</b> <i>Fowlers Fork Drainage Basin Masterplan</i>		
<b>Marathon Petroleum Company, LLC</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Terri Lambert	606-921-2628	tlambert@marathonoil.com
<b>Project(s):</b> <i>MPC South Area and FCC Drainage</i>		
<b>Tennessee Valley Authority</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Scott Turnbow	423-290-1654	msturnbow@tva.com
<b>Project(s):</b> <i>Widows Creek Fossil Plant Drainage Design</i>		
<b>City of Elizabethtown, Kentucky</b>		
<b>Name:</b>	<b>Phone:</b>	<b>e-mail:</b>
Robert Bush	270.765.7873	robert.bush@elizabethtownky.gov
<b>Project(s):</b> <i>Hawkins Steel Drive Stormwater Improvements Phase I &amp; II</i>		



## List of Similar Projects

**CSO 419 (Bold Face) Separation Phase 1, Cincinnati, Ohio (Ongoing).** Cincinnati (MSDGC) retained Stantec to develop a sewershed plan that includes sewer separation and both gray and green stormwater infrastructure. Phase 1 of the plan includes construction of approximately 25,000 LF of gravity storm & sanitary sewer. This phase will provide the framework for surface load separation of the remainder of the sewershed. The construction of Phase 1 will begin in 2015 and is expected to be completed by late 2016 at an estimated construction cost of \$11M.



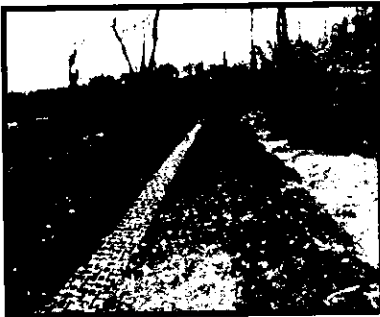
*In addition to CSO 419, Stantec is also providing gray and green stormwater design services in the CSO 030 and 012 basins in Cincinnati, Ohio, including a newly separated system with a box culvert and 72-inch trunk sewer under I-75.*

**Newtown Pike Extension, Lexington (Ongoing).** As part of the roadway extension and neighborhood development project, Stantec designed the relocation of 2,200 LF of an 80 year old 12' x 8' reinforced concrete box culvert. The culvert provides storm water drainage for 1,100 acres, including much of the UK campus. The box culvert is being constructed in multiple phases at a total construction cost of \$2.8M.

**Loch Lomond Stormwater Improvements, Lexington (2011).** Stantec was retained by LFUCG to design stormwater improvements to alleviate home flooding in the south Lexington neighborhood, the design included storm sewer and an open channel through backyards along Loch Lomond Drive. The phase of the project constructed in 2011 consisted of an articulated concrete block, pervious channel and headwall improvements at a cost of \$30K.

**Marathon Petroleum FCC Drainage Study, Catlettsburg, Kentucky (2010).** Marathon Petroleum owns and operates a refinery in Catlettsburg, Kentucky that is situated along the Big Sandy River. Stantec's water resources team was contracted to model and evaluate the oily water sewer and clean water sewer system in both the southern portion of the refinery and the Fluid Catalytic Cracking (FCC) Unit of the refinery. Resulting improvements included designing several thousand feet of open channel and approximately 500 LF of storm sewer to separate the industrial wastewater flow from the storm drainage discharging directly to the River. The drainage system was constructed in 2010 for \$480K.

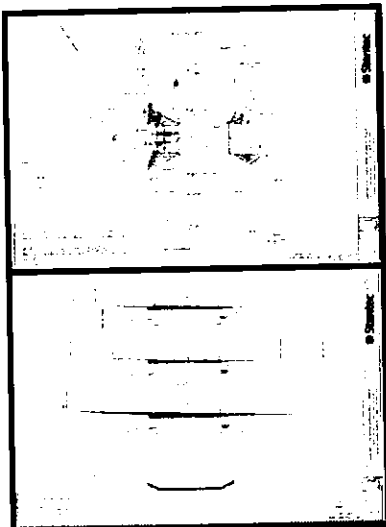
**Hawkins Steel Basin Stormwater Improvement Design, Elizabethtown, Kentucky (2012).** Stantec was selected to perform stream/culvert improvement design in the Hawkins Steel Basin area, known for chronic flooding problems. Stantec was selected to verify reported flooding and develop and design mitigation alternatives. Stantec completed the analysis and recommended design of three large span culverts and nearby channels, relocation of utilities, and traffic realignment/design of the road crossing. Stantec prepared two separate construction packages for stream improvement and culvert design. Stantec also prepared the required 401/404 and Stream Construction Permits and were able to successfully negotiate



*ArmorLoc® Channel at Loch Lomond Drive in Lexington.*

© Stantec Consulting Services Inc.

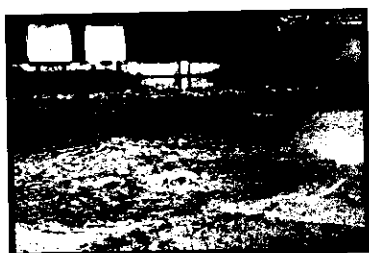
**stantec.com**



*Hawkins Steel culvert design.*



*Stantec performed a stormwater feasibility study and conceptual design of mitigation alternatives for the sinkhole at Jessie Clark Middle School in the South Elkhorn Watershed.*



*Storm sewer surcharge of street inlet and street flooding on Trafton Street after heavy rainfall.*

with Kentucky Division of Water and the US Army Corps of Engineers to save Elizabethtown \$108K for their in-lieu fee associated with the project. The project is scheduled for construction 2013 at an estimated cost \$1.1M.

**TVA Widows Creek Fossil Plant, Northeast Alabama near Chattanooga, Tennessee (2011).** Stantec was retained by the Tennessee Valley Authority (TVA) to evaluate embankments and provide design services. TVA is converting each of their fossil plant facilities from wet ash pond storage to dry stacking facilities. Stantec performed hydrologic and hydraulic analyses and provided the design services to assist in the conversion of two of their ash ponds. The design included the addition of approximately 1,000 LF of storm sewer and approximately 11,000 LF of open channel and drainage ditches along the newly constructed dry storage facilities. Construction costs for the drainage infrastructure are not available (costs were lumped with dry stack construction and other earthwork activities).

**Fowlers Fork Drainage Basin Masterplan, SD1, Union, Kentucky (Ongoing).** Stantec is currently providing master planning services to Sanitation District No. 1 in Northern Kentucky in the 5 square mile Fowlers Fork Drainage Basin. Stantec performed detailed survey of the stormwater infrastructure, prepared a SWMM model to evaluate flooding for existing and future conditions, and evaluated the stream stability for potential geomorphic modifications. Recommendations, conceptual designs, and cost opinions for capital improvements in the basin will be provided as part of the Masterplan.

**Jessie Clark Sinkhole Study and Conceptual Design (2011).** Stantec evaluated residential flooding from the sinkhole at Jessie Clark Middle School in southern Lexington. The study included resident interviews/questionnaires, field survey and reconnaissance, hydrologic and hydraulic modeling to determine flood extents, and an evaluation of conceptual alternatives to mitigate surface water flooding of affected homes. Capital construction cost opinions, ranging from \$15K (channel option) to \$297K (regional basin option) were prepared for each alternative to aid LFUCG in their evaluation. The afflicted homeowners opted against a capital project, thus detailed design and construction is not anticipated.

**Lexington Capital Stormwater Improvement Program (1997-2011).** Since 1997 when Lexington initiated their Stormwater Improvement Program (SWIP), Stantec has provided design services on over twenty (20) projects with varying construction values. 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. In addition to a few of the projects for LFUCG mentioned above, Stantec has provided these services for projects such as Mason Headley (where Stantec ruled out reported flooding and saved LFUCG from investing in an unnecessary design effort), Trafton/Versailles Road, and Skycrest Neighborhood.

## Local Office

Stantec (formerly FMSM Engineers and ENTRAN) has maintained a local office in Lexington since 1966. Stantec has two Lexington offices, one at 1409 North Forbes Road and the other at 400 East Vine Street. Stantec's Forbes Road and Vine Street offices have a staff of approximately 120 persons and 60 persons, respectively. Both offices are within close proximity (< 1 mile) of the LFUCG's offices at the Government Center and Phoenix Building and the Division of Water Quality's office on Lisle Industrial Avenue.

Stantec has maintained a Lexington office since 1966 and currently employs 180 professionals in two offices located within close proximity (< 1 mile) of the Government Center and DWQ's office on Lisle Industrial Avenue.

The Forbes Road office serves as the headquarters for Stantec's South Region which includes our other offices in: Kentucky, Tennessee, Georgia, North Carolina, Missouri, and Louisiana. Additionally, the Forbes Road office serves as Stantec's U.S. corporate headquarters for our Geotechnical Practice Area.

Integrated Engineers, PLLC maintains a local office at 1716 Sharkey Way (Suite 200). Established in 2006, the office has a staff count of 7 professionals and is the corporate headquarters.

Table 6.1 summarizes the information requested in Attachment 1 of your RFP.

100% of the individuals identified in the Organizational Chart (Section 3) are located in Lexington.

Table 6.1. Local Office Project Team Members.

Prime Consultant Stantec	Location	Date Office Established	Total Number of Employees	No. of Employees Expected to Work on DWQ Project
Headquarters	Edmonton, Alberta	1954	11,000	As Needed
Local Office	Lexington, Kentucky	1966	180	As Needed
PM Location	Lexington, Kentucky			
<b>Subconsultant Name: Integrated Engineering</b>				
<b>Service Provided: Surveying, Permitting, KIA Coordination, Design Services</b>				
Headquarters/ Local Office:	Lexington, Kentucky	2006	7	6

Any additional design team members and support services not identified in the Organizational Chart (Section 3) will be staffed as-needed by Stantec's 180-person local staff, which includes 76 professional engineers and EITs.

## Disadvantaged Business Enterprise (DBE)

Stantec recognizes LFUCG's commitment to utilizing Disadvantaged Business Enterprises (DBE), where appropriate, on engineering projects. To support this goal, Stantec has partnered with Integrated Engineers, PLLC (IE) on this project. IE is a local, certified Minority-Owned Business Enterprise (MBE).

Stantec has partnered with Integrated Engineers, PLLC to meet LFUCG's procurement goal of 10% for this Contract.

Stantec and IE have successfully partnered on several other projects for LFUCG, Louisville MSD, SD#1, and the Tennessee Valley Authority.

IE was selected for the team based on their past experience providing professional services on LFUCG wastewater and storm projects, similar corporate culture of quality and professionalism, and our proven track record working together on other projects. Stantec and IE are currently teamed on LFUCG's Capacity Assurance Program, as well as several other projects for Louisville MSD, Sanitation District No. 1, and the Tennessee Valley Authority.

Stantec has a long standing history of meeting or exceeding LFUCG's DBE procurement goals on your projects. Stantec is committed to assigning at least 10% of the work associated with this Contract to IE.

It is anticipated that Stantec will meet this goal through IE's role providing field surveying, permitting, and Kentucky Infrastructure Authority (KIA) reporting/assistance. Should the work associated with these assignments not total 10%, Stantec will assign additional work to IE to ensure that LFUCG's procurement goals are met. IE has several engineers on staff who are experienced in stormwater design and can assist in the design aspects or provide quality assurance/quality control reviews of design deliverables, as needed.

Lastly, IE is headquartered in Lexington approximately 1 mile from Stantec's Forbes Road office and DWQ's office on Lisle Industrial Avenue. This close proximity provides convenient access of the project team to meet/coordinate during design and allows us to be responsive to you and your project needs both during design and construction.

## Hourly Rates

A schedule of Stantec's hourly rates and anticipated reimbursable expenses is presented in Table 8.1. It is understood that projects authorized under this Contract will be assigned based on a negotiated fee basis and will use the rates provided in the table below. It is further understood that hourly rates will be in effect for authorized task orders with opportunity for escalation only every three years.

Stantec has a proven track record of fiscal responsibility on LFUCG projects and routinely completes our assignments at or below the allocated budget. On the Group 1 SSA, Stantec completed this \$5.2 million dollar project without any change orders and over \$110,000 below budget. Our commitment to fiscal responsibility provides LFUCG with assurance that Task Orders will be negotiated fairly and LFUCG will not be inundated with unwarranted and time consuming change order requests.

*Stantec has a proven track record of fiscal responsibility on LFUCG projects, successfully completing the \$5.2M Group 1 SSA more than \$110K under budget and consistently completing our RMP task order assignments below the allocated amount.*

**Table 8.1. Hourly Rate Schedule**

Job Classification	Hourly Rate
Principal-In-Charge	\$160.00 / hour
Project Manager	\$160.00 / hour
Senior Project Engineer (PE)	\$125.00 / hour
Project Engineer (EIT)	\$100.00 / hour
Engineering Technician / CAD Technician	\$75.00 / hour
Two-Person Survey Crew (Party Chief & Instrument Person)	\$160.00 / hour
One-Person Survey Crew (Party Chief & GPS/Robotic Equipment)	\$125.00 / hour
Professional Land Surveyor	\$110.00 / hour
Clerical	\$60.00 / hour
Mileage	\$0.56 / mile
Other Direct Expenses	Actual Cost

**EXHIBIT D**

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

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

---

**CONSULTANT**

**OWNER**

Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
		chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

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

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

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

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

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

*Two originals of this work order shall be executed by the Owner and returned to Vernon Azevedo, P.E.  
A fully executed copy will be returned to the Owner.*