



Engineering Services for the
Sanitary Sewer
System Capacity
Assurance Program
Continued
Implementation

RFP-12-2017

Prepared for:

Lexington-Fayette
Urban County Government

April 24, 2017



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

April 24, 2017
File: pr_561217

Attention: Brian Marcum, Senior Buyer
Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

Dear Mr. Marcum,

Reference: RFQ #12-2017 for Engineering Services for the Sanitary Sewer System Capacity Assurance Program for Consent Decree

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our Team are **Blue Heron Engineering Services (BHES), Integrated Engineering, PLLC** (Integrated) and **Jackson Group** (Jackson). BHES is a certified woman-owned business enterprise (WBE) located in Columbus, Ohio. Integrated is a minority-owned, Disadvantaged Business Enterprise (DBE) located in Lexington. Jackson is a service disabled Veteran-Owned Business Enterprise (VBE) located in Richmond, Kentucky. With the addition of BHES, Integrated and Jackson, we are committed to meeting or exceeding your DBE and VBE procurement goals for this project.

Work on your project will be executed from our **Lexington office**. We have a staff of approximately 200 professionals in Lexington and 22,000 corporate-wide should additional specialized expertise be needed.

To assist in your review, we have organized our proposal to match the selection criteria identified on page 5 of your RFP and separated each section with tabs. A separate tab in the back of the proposal contains the required procurement forms, addendum acknowledgements and subconsultant documents.

Our Team offers a number of distinct advantages:

- **Continuity in program implementation.** Since the program's launch in July 2013 we've been performing technical reviews on capacity requests and assisting LFUCG in your System Capacity Assurance Program (SCAP) management and tracking. Our institutional knowledge will ensure a smooth transition to continued implementation of the SCAP and minimize any disruption to LFUCG or its customers.
- **We understand how all the pieces fit together.** Key members of our Team were involved on the SCAP, Sanitary Sewer Assessments (SSAs), and development of your Remedial Measures Plan (RMP). We understand the inter-relationship between the RMP and SCAP,

Design with community in mind



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and can leverage our understanding of the collection system from the SSAs to support your ongoing inflow and infiltration reduction efforts.

- **Demonstrated fiscal responsibility your Consent Decree programs.** We are projected to complete the first 5 years of the SCAP approximately 20% under the contract amount. On the Group 1 SSAs, we finished approximately \$114,000 under the contract budget and we routinely completed our RMP assignments below established budgets established by your RMP Consultant.
- **Low risk.** We've assigned the same key team members that were responsible for your initial SCAP development and implementation to this opportunity. No learning curve or unanswered questions about our ability to help you get the job done. We know we'll be successful, because we've done it before together.
- **Minimal chance of conflicts of interest.** Land development is less than 1% of the Lexington office's annual revenue. We simply don't do development work in Fayette County or the surrounding counties. This greatly reduces the chance that we'd have to excuse ourselves from our SCAP implementation duties due to a conflict of interest.
- **Personal Commitment.** We are proud of the program we've built together in the City where we live and work. We want it to succeed as much as you do.

We consider the partnership we've developed over the last five years successfully developing and implementing Lexington's SCAP a positive one and look forward to the opportunity to assist you in its continued implementation.

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

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Joe Herman".

Joe Herman, PE
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INTRODUCTION

1.0 INTRODUCTION

Background

Section VII.16B of the Consent Decree obligates Lexington-Fayette Urban County Government (LFUCG) to implement a System Capacity Assurance Program (SCAP) for their sanitary sewer system. Under the provisions in the SCAP, LFUCG may only authorize new connections (or flow additions) if adequate capacity can be certified in the collection, transmission and wastewater treatment systems. In the absence of this certification, new connections may also be authorized by use of a “banked credit system”. The banked credit system allows flow removal from qualifying improvements (inflow and infiltration [I/I] removal, off-line storage, capacity enhancements) to be used to offset flow from new connections at an exchange rate (trade ratio) prescribed in the Consent Decree. To date, all capacity requests have been approved under the banked credits system.

A timeline highlighting key milestones in the development and implementation of LFUCG’s SCAP is presented in **Figure 1.1**. Additional milestones relative to LFUCG’s Remedial Measures Plan (RMP) and Sanitary Sewer Assessments (SSAs) are also included in the timeline. Both the RMP and SSAs are integral to continued SCAP implementation.

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

Looking Ahead

The timeline in Figure 1.1. looked back at the key milestones in development of the SCAP. Looking forward, continued implementation of the SCAP over the next one to five years will include:

- Technical review of received capacity requests and maintenance of the bank ledgers in accordance with the requirements outlined in the approved SCAP Plan;
- Merging capacity banks, per established protocols, as hydraulic capacity is restored through completion of RMP and other capital projects;
- Harvesting earned capacity from completed capital improvements and qualifying sewer rehabilitation activities;
- Maintenance of the Capacity Tracking Information Management System (CTIMS) web portal used to track/manage the SCAP;
- Management and annual recalibration of the hydraulic model of LFUCG’s sewer system;

- Modification of the SCAP ordinance is anticipated to incorporate local policy decisions (non-regulatory) changes to SCAP implementation;
- Hydraulic modeling support during RMP project planning and design efforts;
- Technical support for LFUCG's I/I removal activities focused on replenishing SCAP banks, restoring adequate capacity, and reducing the need or cost of upcoming RMP projects;
- Technical support in the procurement, management, and/or implementation of services necessary to implement the SCAP; and
- Other Capacity, Management, Operations, and Maintenance (CMOM) tasks as directed by LFUCG.

Stantec has been directly involved in the successful development and implementation of your SCAP. We also led your SSAs and were part of the three-consultant firm that developed the RMP. An outcome of this experience is that we are well-positioned to continue implementation of your SCAP and can leverage our institutional knowledge to assist you in facing the new challenges that await in the next five years.

Organization of Our Proposal

To aid in the evaluation of our qualifications, we have organized our proposal to mirror the selection criteria outlined in your RFP. Our proposal has been specifically developed to be as concise as possible. We understand the value of your time and recognize that over the past five years as your SCAP Consultant, you've had a front-row seat to observe our capabilities, commitment, proven fiscal responsibility, and professionalism.



With direct involvement in your SCAP, SSAs, and RMP development, we understand how all the “parts” fit together.

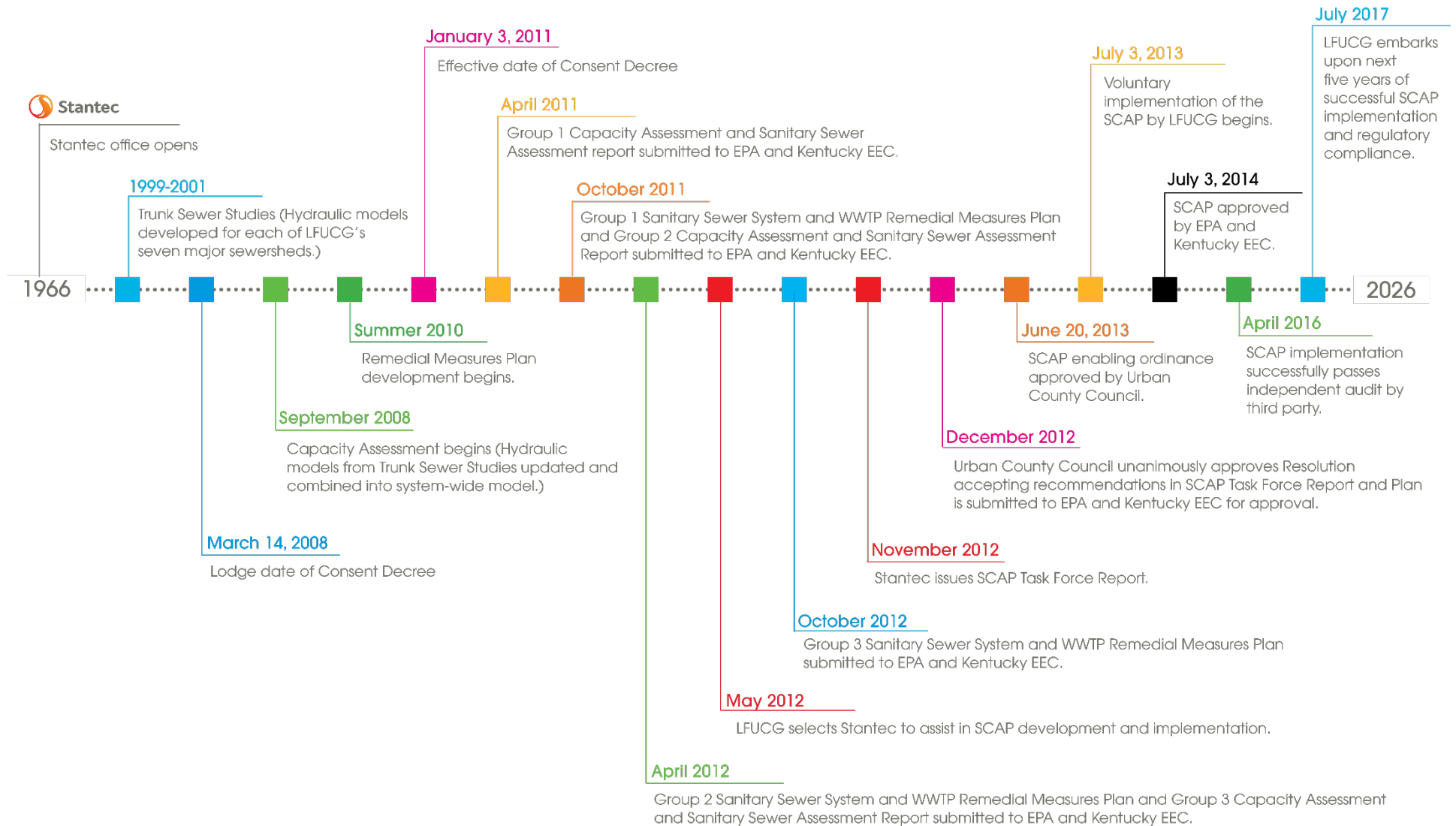


Figure 1.1. Key Milestones in SCAP Development and Implementation

DBE PARTICIPATION

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) INVOLVEMENT

Joining the Stantec Team are **Blue Heron Engineering Services, LLC (BHES)**, **Integrated Engineers, PLLC (IE)** and **Jackson Group (JG)**.



BHES is a certified women-owned business (WBE), located in Columbus, Ohio, with specialized experience on CMOM, I/I investigations, private property programs, regulatory support, and technical writing/editing.

The founder and president of BHES, Laurie Chase is a Stantec alumnus, and completed your CMOM Self-Assessment while at Stantec. At BHES she has assisted in developing/implementing CMOM programs for nearly two dozen municipalities (see inset).



IE is a certified minority-owned business enterprise (MBE) established in 2005 and is headquartered in Lexington. IE offers professional engineering, surveying and landscape architecture services. IE employs a total of 33 professionals in three offices (Lexington, Louisville, and Florence, KY). IE assisted Stantec in developing your

SCAP program by providing insight into the land development process and assisting in conducting Task Force meetings. IE is also currently serving as a subconsultant on your CMOM program and served in a similar capacity on your Capacity Assessment project.



LFUCG named Integrated Engineering the 2016 Kentucky Minority Owned Small Business of the Year



JG, established in 2006, is a service-disabled veteran-owned business enterprise (VBE) recognized by LFUCG.

JG provides environmental sciences and engineering consulting services and is in Richmond, Kentucky.

Collectively, these three firms bring a broad range of skills and expertise to our Team, offering LFUCG's SCAP Manager and DWQ Director ample flexibility in completing the as-needed CMOM and SCAP-related assignments and ensuring that LFUCG's procurement goals are met for this contract.

BHES CMOM Project Experience

- City of Atlanta (GA) Watershed Mgmt Bureau
- City of Carlsbad (CA) Utilities Dept
- Charlotte Water (NC) Municipal Utilities Dept
- Central Contra Costa Sanitary District (CA)
- City of Charlottesville (VA) Public Utilities Division
- Clark County (NV) Water Reclamation District
- City of Green Bay (WI) Public Works Dept
- City and County of Honolulu (HI) Environmental Services Dept
- Jefferson County (AL) Environmental Services Dept
- Milwaukee Metropolitan Sewer District (WI)
- NEW Water, Green Bay (WI)
- City of Pacifica (CA) Collection Systems Maint Division
- City of Sacramento (CA) Department of Utilities
- San Antonio Water System (TX) Water System
- City of San Diego (CA) Metro Wastewater Collection Division
- San Francisco (CA) Public Utility Commission
- City of Santa Barbara (CA) Water Resources Division
- Seattle (WA) Public Utilities
- City of Sioux City (IA) Field Services/Utilities Division
- Town of Vienna (VA) Department of Public Works
- Winston-Salem/Forsyth County (SC) Utility Commission

FIRM EXPERTISE

3.0 OVERALL EXPERTISE OF FIRM

About Stantec

Stantec is a multi-disciplinary consulting firm with a proven track record for providing quality wastewater and stormwater services to LFUCG for over 30 years. Nationally, Stantec unites approximately 22,000 employees working in over 400 locations across six continents. Locally, we employ nearly 200 professionals in our office at 3052 Beaumont Centre Circle in Lexington.

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

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

Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



Many of our clients are under a federal Consent Decree or other wet weather enforcement action. Municipal collection system owners with enforcement actions select consultants with a proven track record of performance, on-time delivery, and cost-effectiveness. Stantec is one of those consultants. The figure (above) highlights some of our wet weather enforcement clients.

Relevant Project Experience

The following paragraphs highlight some of our relevant project experience. This experience includes your SCAP, RMP and SSAs, as well as wet weather program experience with other progressive communities. The experience has been categorized to mirror the basic competencies required for continued implementation of your SCAP.

Capacity Assurance Programs & Hydraulic Modeling

System Capacity Assurance Program (SCAP), LFUCG, Lexington, Kentucky. Stantec is serving as LFUCG's SCAP Manager under a five-year contract initiated in 2012. In this role, we were responsible for initial program development and ongoing implementation of the SCAP following the July 3, 2013 public roll-out. During program development, we:

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

As part of the ongoing SCAP implementation, we:

- Processed over 600 sewer capacity requests for proposed development activities in Fayette County since the July 3, 2013 program launch.
- Developed hydraulic model simulation request and reporting protocols to ensure effective communication/documentation of model results to LFUCG's RMP Team.
- Completed over 170 hydraulic modeling requests to support RMP project planning and design efforts.
- Supported annual temporary flow monitoring efforts (2014 – 2016) by preparing RFP, performing bid reviews, and analyzing collected data to support model updates and quantification of I/I removal effectiveness.
- Performed annual updates/recalibration to the hydraulic model based on annual flow monitoring data and completed capital improvements to the sewer system.

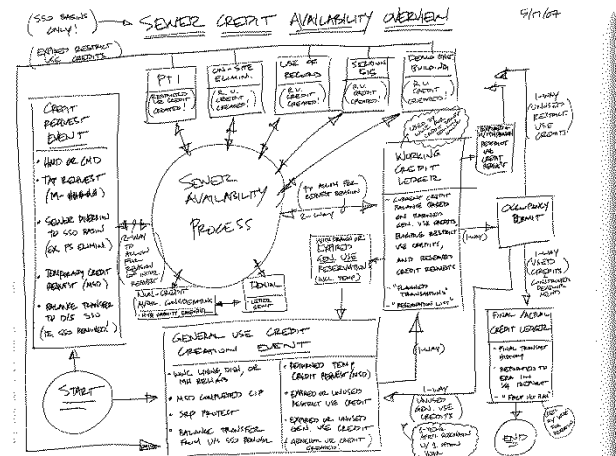


We've only listed projects where one or more of the individuals identified in the Organization Chart (page 12) provided a significant contribution.

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

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

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



We developed a process diagram to map out MSDGC’s banked credits program approval process to aid in identifying software needs to manage/document capacity allocations

Remedial Measures Plan (RMP) Development, LFUCG, Lexington, Kentucky. Stantec was part of the three-consultant team that was responsible for initial development of your \$600M Remedial Measures Plan. The Plan outlines your wastewater capital improvement program for the next 13 years and positions you to successfully achieve your federal Consent Decree obligations. Our role on the team included wastewater modeling and evaluation of trunk sewer conveyance and wet weather storage solutions in the Group 3 Sewersheds. In addition, we were solely responsible for characterizing I/I contributions in the collection system and prioritizing rehabilitation recommendations to support LFUCG’s annual rehabilitation program. Stantec utilized our in-house

Rehabilitation Costing Tool (RCT) to develop preliminary costs for collection system rehabilitation recommendations which proved to be an effective means to rapidly develop reasonable cost estimates for long-term sewer renewal planning.

Sanitary Sewer Condition Assessments and I/I Removal Planning

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



The information we collected during the Sanitary Sewer Assessments is aiding in identifying capacity-earning opportunities.

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

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

Nightengale Sanitary Sewer Evaluation and Rehabilitation, Louisville and Jefferson County Metropolitan Sewer District (MSD), Louisville, Kentucky. We completed a condition assessment and developed rehabilitation recommendations for approximately 204,000 linear feet of sanitary sewers ranging in size from 4 inches to 36 inches in diameter, and 805 manholes. SSES field activities included: smoke testing, manhole inspections, and CCTV pipe inspections to assess sewer condition. Private property inspections were also performed on nearly 600 homes in the project area to determine the wet weather contribution to the public sewer system from improper private property sources, such as downspouts and sump pumps. Upon completion of the condition assessment, Stantec performed

rehabilitation design of sewer improvements, including preparation of design drawings, specifications, bid documents, and capital cost opinions.

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

Targeted Wastewater Collection System Improvements, Austin Water (AW), Austin, Texas. We are assisting the City of Austin in developing a risk-based collection system rehabilitation strategy for prioritizing repair/rehabilitation of their wastewater collection system. The strategy is based on pipe condition (risk of failure), criticality (consequence of failure), and reduction in SSOs. Strategy is being developed for two priority basins (Fort Upper and Town Lake) and will then be applied to support development of the City's system-wide collection system rehabilitation program. We are using our Rehabilitation Costing Tool (RCT) to develop preliminary rehabilitation recommendations and capital cost opinions to support annual budget forecasting and planning efforts.

I/I Reduction and Remediation Strategy Development, Region of Peel (Greater Toronto Area) Ontario, Canada. The Region of Peel serves approximately 1M persons in the Greater Toronto Metropolitan Area. In recent years, sewage basement flooding and SSOs have prompted the Region to look for a more effective strategy at reducing wet weather flows. We are assisting the Region of Peel in developing a comprehensive I/I reduction and mitigation program. The strategy will cover three distinct program areas: I/I investigation and studies, capital improvements and diversions, and prevention and residential programs. As part of the effort, we are reviewing their various I/I works that are currently underway, identifying any gaps or opportunities, distinguishing programs that the Region must consider going forward and developing a comprehensive program and implementation plan. Additionally, we are determining the internal resources needed to implement the program and key performance indicators/metrics that will be used to measure its success.



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

-John Loechle, Senior Infrastructure Manager, Louisville and Jefferson County Metropolitan Sewer District

CMOM

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

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

CMOM Program, LFUCG, Lexington, Kentucky. Integrated Engineering is currently assisting the Division of Water Quality on its CMOM Program. As a subconsultant, Integrated Engineering performed emergency power outage plans, including on-site review of 41 pump stations, and aided in emergency pump and haul route planning.

Clean Water Atlanta Program, City of Atlanta Department of Watershed Management (DWM), Atlanta, Georgia. In support of Atlanta's Clean Water Program, MWH (now Stantec) partnered with the City of Atlanta to establish a CMOM-focused operating vision for the City's wastewater infrastructure that emphasized a continuous improvement philosophy for all O&M activities. Implementation of the CMOM program elements and the institutionalization of the continuous improvement philosophy has resulted in a dramatic reduction in SSO discharges. Other work completed by MWH in support of the program included:

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



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

- Supporting the City in establishing Consent Decree-mandated public education and outreach activities.
- Reduced fats, oils, and grease (FOG)-related SSOs by 48% through FOG planning and enforcement program improvements.

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

Wet Weather Compliance Program, Department of Public Works (DPW), Baltimore, Maryland. MWH (now Stantec) provided program management services for the City of Baltimore’s Wet Weather Compliance Program established to fulfill its obligations under their 2002 federal Consent Decree. The City anticipates spending approximately \$1.5B to approximately 62 sanitary sewer overflows. As part of this effort we:

- Consolidated data from the City’s SSES investigations and developed a hydraulic model for all sewers 10-inches or greater in diameter. Upon development of the model, we used the model to identify wet weather hydraulic capacity issues within the system.
- Assisted the City in moving DPW’s reactive-approach to O&M to a more proactive approach through the establishment of an Office of Asset Management (OAM). Initially, the OAM was staffed by MWH who were responsible for establishing the new program, but with the ultimate goal of training DPW staff to fully staff it in the future. The OAM is now fully-functional with MWH staff successfully exiting all roles in February 2017.
- Assisted the DPW in evaluating options to expand current lateral investigation and repair program elements to more effectively address an increase in the number of “Water in Cellar” (WIC) events.



The projects presented in this section correlate with the project experience listed for team members in Section 4.0.

TEAM EXPERTISE

4.0 OVERALL EXPERTISE OF TEAM MEMBERS

Our Team

Our Organizational Chart (**Figure 3.1**) identifies key team members and their roles associated with continued implementation of your SCAP. Team members have been selected for this assignment based on their specialized expertise and experience successfully completing similar projects. Individuals shown in the Chart have also confirmed their availability/capacity to work on this assignment.

Highlights of our Team include:

- A Project Manager with over 20 years' experience, proven fiscal responsibility on your projects, and who has led the development/implementation of your SCAP to date.
- Qualified Team Leaders assigned to each major work element who had similar roles on our past SCAP contract and who are all physically located in Stantec's Lexington office.
- Team members who not only had a significant role in developing/implementing your SCAP, but also in completing the SSAs in the Group 1 - 3 Sewersheds and in the development of your Remedial Measures Plan.
- A national CMOM expert in Jane McLammarah who has assisted other large Consent Decree communities in EPA Region 4 (including Atlanta, GA and Miami, FL) with their CMOM programs.
- A subconsultant (Laurie Chase) with specialized CMOM expertise and who assisted in the initial development of your CMOM program.
- Three Disadvantaged Business Enterprises (DBE) who will maximize our ability to meet or exceed your DBE procurement goals for this contract.
- Over 200 professionals in our Lexington office (and 22,000 world-wide) to draw upon should project demands require additional resources.

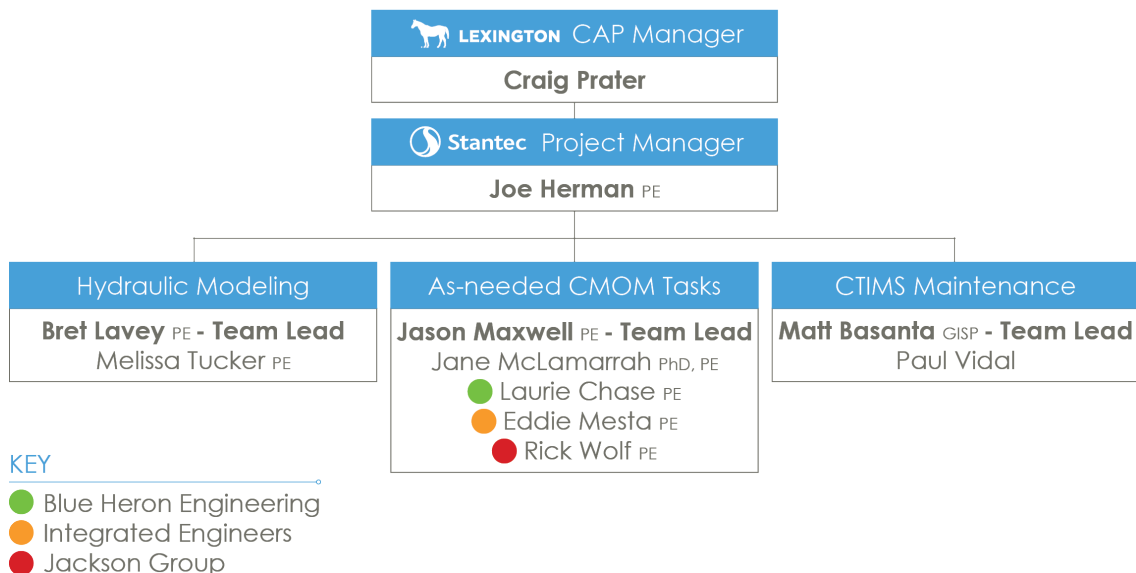


Figure 3.1 Organizational Chart

PAST PERFORMANCE

5.0 PAST PERFORMANCE

With You

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

Fortunately, our Team provides you with an unequivocal measure of our past performance through our work on three of your major Consent Decree programs: the SCAP, Sanitary Sewer Assessments (Groups 1, 2 & 3), and development of the Remedial Measures Plan. Our performance on those projects can be readily used to forecast our anticipated performance on the continued implementation of your SCAP. **Table 5.1** provides an overview of our past performance on these three projects to aid in your evaluation. Think of it as a walk down memory lane.



Table 5.1. Past Performance on LFUCG Consent Decree Programs

Project Name	Budget Performance	Schedule Performance
System Capacity Assurance Program	<ul style="list-style-type: none"> Will complete 5-year contract approximately \$330,000 (20%) under budget. No consultant-initiated change orders. 	<ul style="list-style-type: none"> No late delivery on any SCAP Consent Decree deliverables.
Sanitary Sewer Assessments	<ul style="list-style-type: none"> Completed Group 1 SSA \$114,000 under budget. One change order for rework associated with termination of LFUCG’s initial SSES contractor. 	<ul style="list-style-type: none"> No late delivery on any SSA Consent Decree deliverables. Successfully implemented aggressive corrective action plan to meet Group 2 & 3 Sewershed deliverables after termination of LFUCG’s initial SSES contractor.
Remedial Measures Plan Development	<ul style="list-style-type: none"> Completed work assigned from Prime Consultant under budgeted amount. Lowest total billings to LFUCG of the three primary RMP consultants. No change orders for Stantec work. 	<ul style="list-style-type: none"> No late delivery on any RMP Consent Decree deliverable for which Stantec was responsible.

With Others

We take great pride in the value and level of service we provide our clients and the communities we serve. But don't take our word for it, we encourage you to reach out to our clients. They will give you a first-hand assessment of our performance and quality of our work from an owner's perspective. Four client references for projects identified in Section 3 are provided in **Table 5.2** for convenience.

Table 5.2. Client Reference Information

Project Name(s)	Client Information	Team Members Involved in Project
Camp Taylor Sanitary Sewer Evaluation and Rehabilitation (Louisville, KY)	John Loechle Senior Infrastructure Manager Louisville and Jefferson County Metropolitan Sewer District (502) 540-6000 john.loechle@louisvillemtd.org	Melissa Tucker Joe Herman Jason Maxwell Bret Lavey
Hillsborough County EPA Negotiations and MOM Plans (Tampa, FL)	T. Barton Weiss Director, Utility Support Division Hillsborough Co. Public Utilities Dept. (813) 209-3000 weisst@hillsboroughcounty.org	Jane McLamarrah
Wastewater Collection System Rehabilitation Program (Aurora, CO)	Stephen Simon Principal Engineer Aurora Water (303) 739-7374 ssimon@auroragov.org	Joe Herman Jason Maxwell Bret Lavey Matt Basanta
Targeted Wastewater Collection System Improvements (Austin, TX)	Kevin Koeller Manager, Collections Division Austin Water (512) 972-2055 Kevin.koeller@austintexas.gov	Joe Herman Jason Maxwell Matt Basanta

PROJECT MANAGER QUALIFICATIONS

6.0 PROJECT MANAGER QUALIFICATIONS

Joe Herman, PE will serve as your Project Manager.

Joe has served as the Project Manager during the development and ongoing implementation of your SCAP for the past 5 years. During this tenure, he:

- Led SCAP Task Force meetings and met with community stakeholders to gather feedback on proposed program elements and authored the SCAP Task Force Recommendations Report that was approved by the Urban County Council.
- Assisted in preparing the SCAP enabling ordinance that was approved by the Urban County Council in June 2013.
- Authored the SCAP Plan document and assisted LFUCG in successfully negotiating its approval with the EPA and Kentucky EEC.
- Supported the Division of Water Quality (and Division of Planning) in materially changing existing land development practices in Fayette County, while striking a positive balance between the needs of existing sewer customers, economic development, and regulatory compliance.
- Provided project management services for the implementation of the SCAP since program launch on July 3, 2013.
- Has developed positive, effective working relationships with DWQ and Division of Planning staff responsible for administering the SCAP.
- Demonstrated fiscal responsibility on assigned task orders. (We are anticipated to complete our SCAP work approximately \$330,000 under the contract amount.)

Highlights of his other qualifications are summarized in the bullets below. Additionally, a full resume is also provided.

- Served as Stantec's Project Manager for development your Remedial Measures Plan and understands the inter-relationships between the two programs.
- Led your Group 1, 2, and 3 Sanitary Sewer Assessments and has an excellent understanding of your sewer system and I/I removal opportunities.
- Has been with Stantec in Lexington for 20 years with a known record of proven performance and fiscal responsibility on LFUCG projects.
- Demonstrated experience in successfully meeting technical expectations and schedules on Consent Decree projects.
- A strong project background in collection system rehabilitation planning and I/I removal programs outside of Lexington. (I/I removal and rehabilitation planning align well with the anticipated needs for continued implementation of the SCAP.)

Mr. Herman has 21 years' experience (19 with Stantec) in the assessment, evaluation, design, and management of municipal infrastructure. His project experience includes inflow/infiltration (I/I) studies, sanitary sewer evaluation surveys (SSES), engineering assessments, master planning, rehabilitation planning, capacity assurance programs, hydrologic and hydraulic modeling, and engineering design. He is certified by NASSCO in pipeline, manhole and lateral assessments.

EDUCATION

BS Civil Engineering, University of Kentucky, Lexington, Kentucky, 1994

MS Civil Engineering, University of Kentucky, Lexington, Kentucky, 1995

CERTIFICATIONS & TRAINING

Pipe & Manhole Assessment Certification Program (PACP, MACP), National Association of Sewer Service Companies (NASSCO), 2009, 2013, 2016.

Lateral Assessment Certification Program (LACP), NASSCO, 2013 & 2016.

Inspector Training and Certification for Manhole Rehabilitation, Certification Program, NASSCO, 2014

REGISTRATIONS

Professional Engineer #21254, Commonwealth of Kentucky

Professional Engineer # 125471, State of Texas

PROJECT EXPERIENCE

Capacity Assurance Program Manager, Lexington, Kentucky (Project Manager)

Joe is the Program Manager for LFUCG's Capacity Assurance Program (CAP). The CAP is mandated by federal Consent Decree and requires that LFUCG certify adequate capacity in their wastewater collection, transmission, and treatment systems prior to authorizing new connections or flow increases. In addition to initial program development and its ongoing implementation, Stantec is responsible for maintaining/recalibrating the hydraulic model of the sewer system, determining annual flow monitoring needs, analysis of flow data, technical assistance in establishing rehabilitation priorities, and using the hydraulic model to verify adequate capacity to support design efforts on LFUCG's \$600M wastewater capital improvement program.

Wastewater Remedial Measures Plan Consultant, Lexington, Kentucky (Project Manager)

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

East Hickman, West Hickman, and Wolf Run Sewersheds Sanitary Sewer Assessments (SSA), Lexington, Kentucky (Project Manager)

Joe was the Project Manager for a \$5 million+ sanitary sewer assessment for the Lexington-Fayette Urban County Government (LFUCG). The project involved performing field data collection activities and completing an engineering assessment of the City's sanitary sewer system within 3 of the 7 major sewer basins in Lexington. The purpose of the SSA was to assess the structural condition of their sewer system and identify inflow and infiltration sources per the requirements in their federal Consent Decree. Specific field activities performed during the SSA included: flow monitoring (113 meters), rainfall monitoring (16 gages), manhole inspections (10,000 manholes), smoke testing (2.5M linear feet), groundwater monitoring (60 meters), dye water flooding/testing (50 tests), night flow isolation (300 locations), sewer cleaning and televising (660,000 linear feet), raising buried manholes (1,000 raises), and bypass pumping. As part of this effort, Joe led the development of a priority scoring system that utilizes the PACP defect ratings to prioritize rehabilitation and identify immediate find and fix opportunities. Stantec's engineering assessment was used by LFUCG to assist in the development of the City's \$600M Remedial Measures Plan, their Capital Improvement Program for the next 10 - 13 years.

* denotes projects completed with other firms

Joe J. Herman PE

Project Manager

Sewer Development Credits Program, Cincinnati, Ohio (Lead Engineer)

Joe assisted MSD in performing an audit of their Sewer Development Credits Program. The program is mandated by a Consent Decree from the Ohio EPA and places restrictions on new sewer taps in Hamilton County. Concurrent with the audit, Joe reviewed recently completed MSD capital improvement projects to identify any unaccounted for earned credits. As part of the project, Joe was also responsible for learning MSD's GIS and computer permitting systems. During the three-month project, Joe relocated to MSD's office to facilitate interaction with MSD staff and have access to the hard copy files. As a follow-up to the auditing efforts, Joe was asked to return to MSD to perform a gap analysis/needs assessment on their existing software used to manage the credits program and make recommendations for improvement.

Cane Run, Town Branch, North and South Elkhorn Sewersheds Sanitary Sewer Assessments (SSA), Lexington, Kentucky (Project Manager)

Joe was the Project Manager for a Sanitary Sewer Assessment that encompassed 4 of the 7 major wastewater sewer basins for the Lexington-Fayette Urban County Government (LFUCG). The project was mandated by federal Consent Decree. Stantec was responsible for: field coordination and oversight of LFUCG's SSES contractors, performing QA/QC on collected data, providing an engineering assessment of the structural condition and identifying inflow and infiltration sources within the collection system. Stantec utilized its custom pipe scoring system to prioritize sewer rehabilitations from PACP coded defects. Specific field activities included: flow monitoring (111 meters), rainfall monitoring (23 gages), manhole inspections (13,300 manholes), smoke testing (2.6 million linear feet), groundwater monitoring (53 meters), dye water flooding/testing (64 tests), night flow isolation (185 locations), sewer cleaning and televising (640,000 linear feet), raising buried manholes, and bypass pumping.

Citywide Sewer Assessment, City of Burton, Michigan (Technical Lead)

Stantec is developing an Asset Management Program for approximately 600,00 linear feet of the City's wastewater collection system to characterize system condition and identify infrastructure improvement funding needs. Joe is responsible for providing technical oversight and guidance on field inspection efforts, QA/QC of collected data, and development of preliminary rehabilitation recommendations, priorities and cost opinions. Work is being completed under Michigan's Stormwater, Asset Management, and Wastewater (SAW) program and is subject to technical reviews/approval by the state regulatory agency.

I/I Reduction and Remediation Strategy Development, Region of Peel (Greater Toronto Area) Ontario, Canada. (Team Lead) *Joe is serving as a Team Lead in the development of a comprehensive I/I reduction and mitigation program for the Region of Peel. The Region serves approximately 1M persons in the Greater Toronto Metropolitan Area. In recent years, sewage basement flooding and SSOs have prompted the Region to look for a more effective strategy at reducing wet weather flows. Joe is reviewing their various I/I works that are currently underway, identifying any gaps or opportunities, distinguishing programs that the Region must consider going forward and developing a comprehensive program and implementation plan. Additionally, he is assisting in developing process maps and determining the internal resources needed to implement the program, along with key performance indicators/metrics that will be used to measure its success.*

Camp Taylor Sanitary Sewer Evaluation Study (SSES), Louisville, Kentucky (Technical Lead)

Joe was the Technical Advisor for an SSES in an approximately 145,000 linear feet collection system for the Louisville and Jefferson County Metropolitan Sewer District (MSD). Many of the sewers in the area were constructed prior to World War I and chronic overflows and water-in-basement occurrences were symptoms of the failing infrastructure. Stantec's scope included performing a comprehensive sanitary sewer assessment of the system including: flow monitoring, smoke testing, CCTV inspection, manhole inspections, private property inspections, wet weather observations, and dye flooding. In addition, Stantec was responsible for providing rehabilitation and capital improvement recommendations.

Sanitary Sewer Evaluation Study (SSES), Manteca, California (Technical Lead)

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

Joe J. Herman PE

Project Manager

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

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

Annual Condition Assessment and Rehabilitation Design, Aurora, Colorado (Technical Lead)

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

Targeted Wastewater Collection System Improvements, Austin, Texas (Technical Lead)

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

Sewer Lateral Pilot Study, Cincinnati, Ohio (Project Manager)

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

Shelby Park Collection System Rehabilitation Design, Nashville, Tennessee (Technical Advisor)

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

CIPP Utility Condition Assessment, Minnetonka, Minnesota (Technical Lead)

Under a multi-year Master Service Agreement with the City of Minnetonka, Stantec provided sanitary sewer assessment and rehabilitation design services. To date, Joe has served as Technical Lead on two task orders. On the first task order, Stantec performed micro-monitoring services to quantify and isolate inflow and infiltration sources in a private sewer system serving the Ridgedale Mall area. Joe was responsible for determining meter locations and analyzing flow data results. On the second task order, Joe served as the Technical Lead for the condition assessment and development of preliminary rehabilitation recommendations and capital construction cost opinions for approximately 1.46M linear feet of wastewater collection sewers from closed circuit television (CCTV) inspection data.

RISK MANAGEMENT PLAN

7.0 RISK MANAGEMENT PLAN

Personnel

Stantec incorporates succession planning into our annual employee performance reviews. During the review, a successor is identified for the employee in the event of their retirement, relocation, or possession of a winning lottery ticket. With approximately 200 professionals in Lexington, and over 22,000 world-wide, we have sufficient resources to backstop loss of any key individual identified in our Organizational Chart.

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

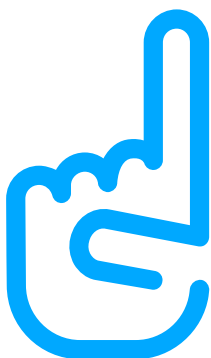
- Our Project Manager has been with Stantec is celebrating his 20th anniversary with Stantec this month.
- Our Task Leads for Hydraulic Modeling and As-Needed CMOM Tasks have spent their entire engineering career with Stantec (12 years and 11 years, respectively).
- Our Task Lead for CTIMS Maintenance has been with Stantec since completion of his active service commitment with U.S. Army.
- We've maintained an office in Lexington since 1966.

Conflict of Interest

Implementation of the SCAP provides the possibility of a conflict of interest. Development of land within the Urban Service Boundary requires application and approval for sewer capacity. The SCAP consultant is responsible for the technical review of sewer capacity requests.

Land development work in Fayette County is less than 1% of our Lexington office's annual revenue. As a result, we have very little risk of experiencing a conflict of interest.

In the implementation of your SCAP over the last 5 years, we have only had one instance of a potential conflict of interest. The conflict presented itself when the developer/owner applied for sewer capacity for our new office at 3052 Beaumont Centre Circle. While we are merely a tenant (we lease the building and do not own it or the property it sits on), before proceeding with the technical review of the capacity request, we notified the DWQ Director.



Stantec does not traditionally perform land development work in Fayette County which greatly minimizes the potential for a conflict of interest in the continued implementation of your SCAP.

OFFICE STATUS AND LOCATION

8.0 OFFICE STATUS AND LOCATION OF EMPLOYEES

Office Status

Work on this contract will be executed out of Stantec’s office in **Lexington, Kentucky**. Our Lexington office has a staff of approximately 200 professionals. World-wide our staff includes over 22,000 persons. We don’t anticipate needing them, but they are only a phone call away should specialty expertise be needed.

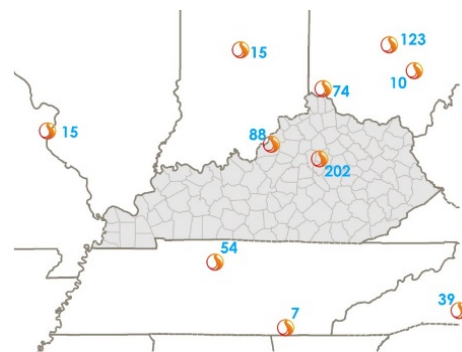
Location of Employees

Table 8.1 summarizes the location of each of individual identified in our Organizational Chart presented in Section 4.0. Our Project Manager and Team Leads are all located in Lexington and provides the following benefits to LFUCG:

- Ready access to the key team members.
- A SCAP consultant familiar with you/your system and with an understanding of local issues and land development processes.
- A trusted partner with a vested interest in the success of the project. We live and work here too!



Stantec’s Lexington office is located at 3052 Beaumont Centre Circle.



Stantec office locations and staff counts in the region.

Table 8.1. Location of Employees.

Name	Role	Firm	Location
Joe Herman	Project Manager	Stantec	Lexington, KY
Bret Lavey	Task Lead – Hydraulic Modeling	Stantec	Lexington, KY
Melissa Tucker	Independent QA/QC - Hydraulic Modeling	Stantec	Louisville, KY
Jason Maxwell	Task Lead – As Needed CMOM Tasks	Stantec	Lexington, KY
Jane McLamarrah	Advisor – As Needed CMOM Tasks	Stantec	Charleston, SC
Laurie Chase	WBE - As Needed CMOM Tasks	Blue Heron	Columbus, OH
Eddie Mesta	MBE - As Needed CMOM Tasks	Integrated	Lexington, KY
Lyle (Rick) Wolf	VBE - As Needed CMOM Tasks	Jackson Group	Richmond, KY
Matt Basanta	Task Lead – CTIMS Maintenance	Stantec	Lexington, KY
Paul Vidal	Technical Support – CTIMS Maintenance	Stantec	Lexington, KY

HOURLY RATES

9.0 HOURLY RATES

Estimated Fee Schedule

Table 9.1 summarizes the estimated hours and fee for the basic SCAP scope of services outlined in your RFP. Estimated hours were derived based on a review of our prior level of effort in implementing your SCAP and the assumed quantities provided in the RFP. The estimated hours/fees provided in the table should be considered approximate. Actual hours for some tasks, such as completing capacity review and hydraulic modeling requests, will largely be based on the complexity of the request.

Table 9.1. Estimated Fee Schedule – Basic SCAP Scope Deliverables

Task	Estimated Total Annual Hours for Task	Estimated Total Annual Fee
Overall SCAP project management	144	\$25,920
Public-facing SCAP software development and maintenance.	192	\$22,080
Complete review/issue recommendations for capacity requests (assume 400 per year).	800	\$108,000
Preparation and submission of four (4) Quarterly Reports and one (1) Annual Report to LFUCG.	24	\$4,320
Draft procurement documents, including site maps, for annual flow monitoring (assume 30 sites).	40	\$6,000
Complete analysis of flow data collected at the 30 sites (assume 120-day collection period) and recalibrate model with synthesized data (assume all data is collected for a single watershed).	410	\$59,050
Complete review/issue recommendations for model compliance of capital improvement projects designed as part of the annual CIP (assume 50 per year).	600	\$80,000
Conduct and document monthly project progress meetings with LFUCG SCAP staff.	144	\$24,000
Estimated Annual Totals =	2,354	\$329,370

Hourly Rates

Table 9.2 summarizes the hourly rates for the key SCAP team members identified in our Organizational Chart presented in Section 4.0. No mark-up will be applied to subconsultant fees. Mileage will be billed at \$0.54/mile. Other direct expenses will be billed at actual cost (no mark-up).

Table 9.2. Hourly Rates for Key SCAP Team Members

Title	Unit Rate
Joe Herman	\$180.00 / hour
Bret Lavey	\$153.00 / hour
Melissa Tucker	\$140.00 / hour
Jason Maxwell	\$135.00 / hour
Jane McLamarrah	\$225.00 / hour
Laurie Chase	\$170.00 / hour
Eddie Mesta	\$170.00 / hour
Lyle (Rick) Wolf	\$110.00 / hour
Matt Basanta	\$135.00 / hour
Paul Vidal	\$135.00 / hour

REQUIRED FORMS

AFFIDAVIT

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

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

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

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

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

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

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

continued on next page

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

nature or that the circumstance exists.

Further, Affiant sayeth naught.

[Signature]

STATE OF Kentucky

COUNTY OF Fayette

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

by Joe Herman on this the 24th

day of April, ~~2012~~ 2017

My Commission expires: August 25, 2018

Rita W Sartori 518011
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.



Stantec Consulting Services Inc.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Stantec Consulting Services Inc.

4/24/2017

Prepared by: Angie Jowers, Marketing Coordinator

Office Location	US EEOG Category	Male		Male								Female								Grand Total
		Total	Total	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	NULL	Two or More Races	White	
Lexington KY	Executive/Senior Level Officials and Managers	10	1	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	1	11
	First/Mid Level Officials and Managers	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4
	Professionals	93	23	0	0	2	6	0	0	1	84	0	1	0	0	0	0	0	22	116
	Technicians	29	4	0	0	0	0	0	0	0	29	0	0	0	0	0	0	0	4	33
	Administrative Support Workers	3	11	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	11	14
	Craft Workers	3	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	3
	Operatives	4	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	4
	Laborers and Helpers	15	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	15
Lexington KY Total		161	39	0	0	2	6	0	1	1	151	0	1	0	0	0	0	0	38	200



January 11, 2016

Notice to Employees: US EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICIES

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

Equal Opportunity Policy

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

Affirmative Action Policy

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

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

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

Application of Equal Opportunity and Affirmative Action Policies

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

Workplace Harassment, Including Sexual Harassment

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



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

Zero Tolerance for Retaliation

Every employee is encouraged to come forward without fear of reprisal, as Stantec's equal opportunity and affirmative action policies prohibit any and all forms of retaliation against anyone who in good faith complains that these policies are not being followed, or who otherwise participates in a company or agency investigation into such complaints, even if sufficient evidence is not found to substantiate the complaint. If you believe that you have been subjected to retaliation, your complaint should be directed to one of the individuals identified below.

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

Obligations of Company Personnel

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

Pay Transparency

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

Responsibility for Implementation

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

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

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

Bob Gomes, CEO, Stantec



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 12-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Blue Heron Engineering Laurie Chase, President PO Box 1508 Dublin, OH 43017 (614) 425-7462 lchase@blueheronengineering.com	WBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
2. Integrated Engineering, PLLC Harsha Wijesiri, President 166 Prosperous Place, Ste. 220 Lexington, KY 40509 (859) 368-0145 harsha@int-engineering.com	DBE	As Needed CMOM Tasks	TBD by Task	TBD by Task (5% anticipated)
3. Jackson Group Rick Wolf, Dir. of Engineering 3945 Simpson Lane Richmond, KY 40475 (859) 623-0499 rwolf@jacksongroupco.com	SDVOB	As Needed CMOM Tasks	TBD by Task	TBD by Task (3% anticipated)
4.				

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

Stantec Consulting Services Inc.

Company

4/24/2017

Date

Joe Herman, PE

Company Representative

Principal / Project Manager

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 12-2017

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

Company Name Stantec Consulting Services Inc.	Contact Person Joe Herman, PE
Address/Phone/Email 3052 Beaumont Centre Lexington, KY 40513 (859) 422-3000 joe.herman@stantec.com	Bid Package / Bid Date 12-2017 / 4-24-2017

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Blue Heron Engineering PO Box 1508 Dublin, OH 43017	Laurie Chase	(614) 425-7462 lchase@slueheronengineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	WBE	no
Integrated Engineering, PLCC 166 Prosperous Place, Ste 220 Lexington, KY 40509	Harsha Wijesiri	(859) 368-0145 harsha@int-engineering.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	DBE	no
Jackson Group 3945 Simpson Lane Richmond, KY 40475	Rick Wolf	(859) 623-0499 rwolf@jacksongroupco.com	4/14/2014	As Needed CMOM Tasks	Phone/email	Total dollars TBD based on assigned Task Orders. Hourly rates provided.	SDVOB	yes

(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 subject to applicable Federal and State laws concerning false statements and claims.

Stantec Consultant Services Inc.

Company

April 24, 2017

Date

Company Representative

Principal

Title

GENERAL PROVISIONS

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

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

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

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

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

A. Termination for Cause

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

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

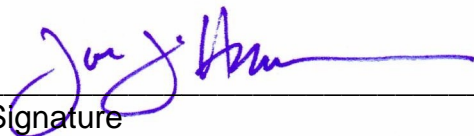
B. At Will Termination

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

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

regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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



Signature

4/24/2017

Date