

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Stantec Consulting Services, 3052 Beaumont Centre Circle, Lexington, Ky 40513 (**CONSULTANT**). **OWNER** intends to proceed with the West Hickman Creek Veterans Park WQ Improvement Project as described in the attached Exhibit A, "**RFP #13-2023.**"

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 "West Hickman Creek Veterans Park WQ Improvement Project; RFP #13-2023" (including Appendices A & B), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP #13-2023)"

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A, 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 C "Proposal of 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 a purchase order for in the amount of \$106,090 for work performed under this Agreement by **CONSULTANT** or its sub-consultant/s per **EXHIBIT C**.

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.
- 6.3.4.** The **CONSULTANT** understands that this Agreement is being paid in whole or in part by a federal grant awarded to the **OWNER** by the Kentucky Infrastructure Authority. The Grant Assistance Agreement is attached hereto and incorporated herein by reference as **EXHIBIT D**. The **CONSULTANT** agrees to cooperate fully in the **OWNER's** fulfillment of the terms of the Grant Assistance Agreement, including, but not limited to, the **OWNER's** responsibilities contained within Section 3 and Section 8.
- 6.3.5.** The **CONSULTANT** understands that **EXHIBIT D** requires certain provisions to be contained in this Agreement, including, but not limited to, those contained within Section 8(I) of **EXHIBIT D**. Said provisions are incorporated herein by reference.

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 five (5) 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 five(5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements, and **CONSULTANT** agrees to indemnify **OWNER**, as provided in Section 6.9.2. for any breach of the Grant Assistance Agreement attached as **EXHIBIT D**, due to **CONSULTANT**'s failure to maintain records as required by this Section.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

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

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and

cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

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

The policies above shall contain the following conditions:

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

- h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

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

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

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

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

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS FOR
WEST HICKMAN CREEK VETERANS PARK
WQ IMPROVEMENT PROJECT**

RFP#13-2023

Request for Proposal for Engineering Design Services

West Hickman/Veterans Park Water Quality Improvements

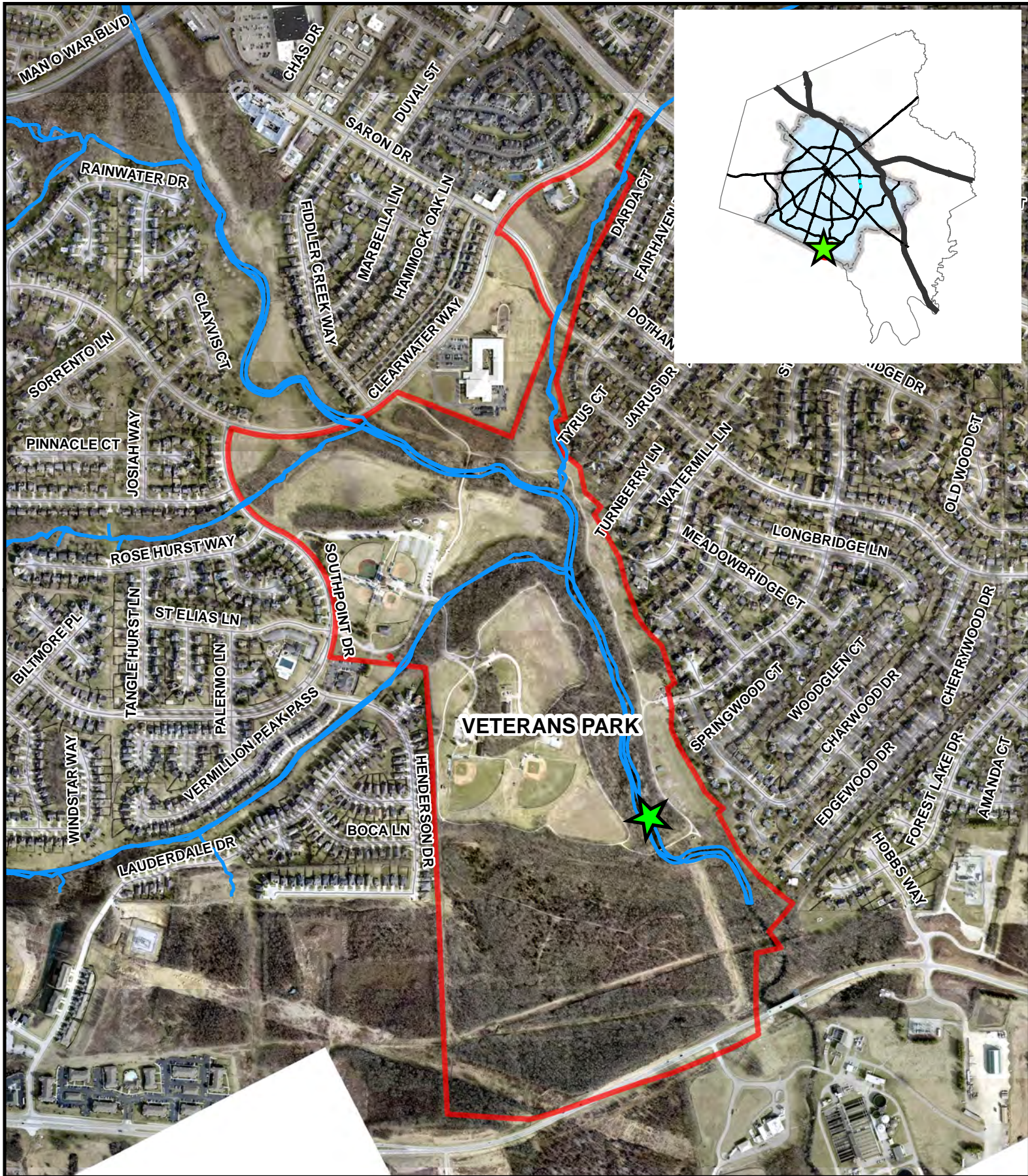
Lexington-Fayette Urban County Government (LFUCG) has received a Kentucky Cleaner Water Program (CWP) grant for water quality improvements to the West Hickman Creek within Veterans Park (Figure 1). LFUCG is accepting proposals from interested engineering consulting firms for design and construction oversight of this project. The selected firm shall perform professional services as hereinafter stated which include project management, technical writing, reporting, geotechnical assessments, stakeholder outreach, stream assessments, surveying, engineering design, coordination with permitting agencies, construction document preparation, bid assistance, and construction administration assistance as it relates to the implementation of this project.

The main objectives for this project are:

1. Remove failing low head farm dam;
2. Create instream aquatic habitat using natural materials and create a riffle, run, glide, pool complex along the length of the project;
3. Create opportunities for citizens to engage with the creek (step platform);
4. Create ADA accessible path to step platform;
5. Create an educational opportunity about the project and creek;
6. Remove invasive species and hazardous trees from forested area adjacent to project limits.


This Scope of Engineering Design Services provides a minimum set of guidelines, tasks, and activities for the design, bidding, and construction administration services. Firms shall include all information necessary for evaluation of the criteria listed in Section 4 of this document.

This project is 100%-funded by a grant from the Kentucky Cleaner Water Program (CWP). The Kentucky Infrastructure Authority (KIA) approved the grant request through the American Rescue Plan Act 2021. The funds must be obligated by December 31, 2024, and fully expended by December 31, 2026. See Appendix B for the KIA grant documents already received by LFUCG. The selected firm will be responsible for completing the technical and administrative tasks necessary to prepare all required grant documentation submittals at the direction of LFUCG's Department of Housing Advocacy and Community Development, Division of Grants & Special Programs, beginning with the grant obligations described in the November 21, 2022, Conditional Commitment Letter and the attachments included in Appendix B. Engineering fee limitations will be determined by the most recent USDA Rural Development Utility Program Fee Guide (Appendix C).



Legend

 Waterway

 Street

 LFUCG Park

 Failing Low Head Dam



Figure 1
Veteran's Park Dam Removal

SECTION 1: PROJECT OVERVIEW

Veteran's Park is located in the southern portion of Lexington and is one of the City's largest parks at 235 acres. This park has a wide range of both passive and active recreational areas. The lower portion of West Hickman Creek runs through this park and provides several activities, such as fishing, wading, and educational opportunities. A walking and mountain biking trail has also been created over time adjacent to this creek.

Dam Removal

Prior to this area becoming a park, it was farm land and a low head dam was installed (date unknown) (37°57'3.16"N 84°30'6.15"W) across the creek; however, over the past several years, the creek has bypassed this dam and significantly eroded the banks. This area has become a safety hazard to patrons of the park who use the path along the creek. A preliminary engineering study of the dam removal was performed in 2019/2020 (Appendix A).

Instream Habitat

This area of West Hickman Creek is used by several user groups, including people who wade and shoreline fish. To promote fishing, this area is stocked with trout two times per year by the Kentucky Department of Fish & Wildlife Resources (KDFWR).

It is proposed to restore in-stream aquatic habitat approximately 650 LF upstream and 200 LF downstream of the dam. Habitat restoration should be confined to the main channel with little to no impact to the streambanks. Full stream and bank restoration are not proposed at this time. The stream buffer is a mature Reforest the Bluegrass location and extensive disturbance is not desired. If streambank erosion is a concern, instream structures, such as boulders and root wads, shall be proposed to assist in reducing shear stress on the banks.

Stream Access/ADA Access

To provide better access to West Hickman Creek it is proposed to build a step platform at/near the location of the existing dam. This platform should withstand the shear stress from the high flows, and provide a stable and safe access to the creek for all ages. LFUCG is envisioning this platform to be an area to shoreline fish, access the creek for secondary recreation, and passive recreation.

If possible, an ADA-accessible paved path should be created to this platform from the existing paved path within Veterans Park.

Step Boulder at Cross Key's Park



Educational Opportunity

Coordination with several LFUCG departments and divisions, users of Veterans Park, and the Hickman Creek Conservancy, should be completed during various phases of this project. This coordination should include, but is not limited to, review and feedback on the design, educational signage topics, and final tour of completed project.

Stream Buffer

This area of West Hickman Creek is surrounded by a mature Reforest the Bluegrass site that has not had invasive species control. It is proposed, if budget allows, to remove the invasive species using a chip-in-place method, remove any potentially hazardous trees, and reseed with a forest herbaceous mix.

SECTION 2: SCOPE OF SERVICES

Task A: Project Kick-Off & Data Collection

Perform all necessary site visits and reconnaissance of the area as necessary for design and construction. Review all existing documentation including, but not limited to, the following:

- Preliminary Engineering Report – Veterans Park Dam Removal Conceptual Plan (Appendix A)
- Kentucky Infrastructure Authority (KIA) Kentucky Cleaner Water Program Grant Application and Contract (Appendix B)
- FEMA Floodway/Floodplain Hydrologic and Hydraulic Models

Deliverables: Grant Documentation and Submittals.

Task B: Existing Site Conditions

- Obtain location and elevation of physical features, including topography, drainage features, structures, utilities (above and below ground), fencing, and trees, as needed, to provide accurate plan, profile, and cross section information necessary for hydraulic / hydrologic design and construction. Use the following coordinate system:
NAD_1983_StatePlane_Kentucky_North_NFIPS_1601_Feet. Vertical Datum shall be *NAVD 88.*
- Locate additional drainage features or utilities outside of the identified area that may be necessary for stormwater calculations or design.
- Survey stream cross-sections, longitudinal profile, bedrock and grade controls features, project site features, etc. to sufficiently develop hydrologic & hydraulic analyses, construction documents, and engineer's opinion of probable cost, including any existing infrastructure, utility crossings, or parallel utility lines.
- Perform geotechnical investigations, as necessary, for design and construction (e.g. soil, rock, etc.). Number of borings to be determined by the Consulting Engineer (provide unit price per boring in the cost estimate).

- Perform soil sampling, as needed, for design (e.g., particle size distributions for bedload, incoming sediment load, etc.).
- Perform all hydrologic and hydraulic analyses of stream for 10-year, 25-year, and 100-year, 24-hour storms for existing and proposed conditions.
- Perform, at a minimum, the 100-year desktop shear stress calculations for the section of West Hickman proposed for restoration design.

Deliverables: The Consultant shall submit to LFUCG three hard copies and one digital copy of a report and drawing(s) which adequately describe the existing conditions and presents the analysis of the field investigations, topographical survey, soil investigations, hydrologic & hydraulic analyses, etc. Include 24"x36" sized plan sheets (1"=20' scale) showing existing features and profile sheets (1"=20'H: 1"=2'V)

Task C: Conceptual Design Development

- Create conceptual designs and approximate construction costs for project elements as described in Section 1.
- Stream restoration design techniques shall be based upon reducing 100-year shear stresses across the channel and floodplain to stable levels.
- Participate in review and discussion with LFUCG, Kentucky Division of Water, the Hickman Creek Conservancy, and any other involved parties (*Task F - Meetings*).
- The final conceptual designs will be used for public education, presentations, signage, brochures, etc. The creation of these documents shall occur by LFUCG concurrent or after the project design.

Deliverables: The consultant shall submit conceptual drawings and renderings of project elements and approximate construction costs with alternatives. Budget constraints shall be part of the consideration.

Task D: Design & Construction Documents

On the basis of an approved preliminary design, the Consultant shall prepare and submit the Final Design Documents and an updated engineer's opinion of probable cost to LFUCG for review/approval. The construction documents shall be in a form suitable for bidding. Where applicable, plans and specifications shall meet the requirements of the most current LFUCG Stormwater Manual and the LFUCG Engineering Standard Drawings.

- Provide design submittals one week prior to progress meetings for LFUCG review. The Consultant shall keep notes during the design progress meetings and submit those notes to LFUCG for verification of design items discussed and decisions that were made.
- Coordinate with utilities affected by the project.
- Coordinate and submit plans, specifications, and required permit applications to all required agencies. Revise plans as needed or required based on the comments of those regulatory agencies.

- Prepare final plans and specifications for the project for bidding purposes in both hard copy and standard electronic format compatible with LFUCG equipment and software. A minimum of eight (8) copies will be required.
- Furnish design and construction timelines, schedules, and documents to LFUCG in order to meet the grant requirements.

Deliverables:

50% Drawings (5 Hard Copies)

- 24"x36" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20'H: 1"=2'V)
- Cross-sections (1"=5')
- Preliminary Details sheets
- Preliminary Erosion Control and Stormwater Pollution Prevention sheets
- Preliminary Technical Specifications
- Preliminary Opinion of Probable Cost
- Preliminary Hydrologic & Hydraulic Analyses Results

90% Drawings (5 Hard Copies)

- 24"x36" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20'H: 1"=2'V)
- Cross-sections (1"=5')
- Detail and notes sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications
- Engineer's Opinion of Probable Cost
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor.
- Final Hydrologic & Hydraulic Design Report

Bidding Documents (8 Hard Copies)

- 24"x36" sized plan sheets (1"=20' scale)
- Profile sheets (1"=20'H: 1"=2'V)
- Cross-sections (1"=5')

- Detail and notes sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications
- Engineer's Opinion of Probable Cost
- Executed Permits in separate binder (*Task E*)
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor and stamped "For Construction."
- Reproducible digital version of the construction plans, specifications, and contract documents to LFUCG's official bid document distributor and grant requirements (Appendix B, Exhibits 6, 7, 8 & 9) prior to bid advertisement.

Task E: Permitting Services

The selected consultant shall prepare and perform all work necessary to obtain all permits and approvals required for the project (other than the LFUCG Land Disturbance Permit and the Notice of Intent to KDOW for KYR10, which are to be obtained by the Contractor). Permits and approvals may include, but are not limited to:

- KDOW Stream Construction/401 Water Quality Certification Permit
- U.S. Army Corps of Engineers 404 Permit
- State Historic Preservation Office Section 106 of National Historic Preservation Act
- U.S. Fish & Wildlife Section 7 Endangered Species Act
- Utility easement encroachment agreements/Memorandums of Understanding
- LFUCG Floodplain Special Use Permit
- FEMA No Rise/CLOMR/LOMR (include as a separate unit price item in proposal). This task includes all hydrologic & hydraulic modeling and mapping required to submit for a No Rise Certification, or CLOMR and LOMR if required by the agencies.

A copy of all submittal applications for required permits shall be submitted to LFUCG electronically and via hard copy.

Deliverables: Hard copies of submittal applications for each required permit. Originals of Executed Permits in a separate binder with the bid set contract documents.

Task F: Meetings

Design Services

- Within ten (10) days of Notice to Proceed, the selected consultant will participate in a project start-up meeting with LFUCG. The purpose of this meeting will be to introduce all members of the project team, review project communications, finalize scope, review schedule, review permitting strategy, and discuss in detail the design milestones and deliverables.

- Schedule and facilitate a conceptual design meeting with LFUCG, Kentucky Division of Water, the Hickman Creek Conservancy, and any other involved parties.
- Schedule and facilitate a permitting meeting with LFUCG, Kentucky Division of Water, Army Corps of Engineers, and any other required entities.
- Conduct design progress meetings at: (1) end of Conceptual Design, (2) 50% submittal, (3) 90% submittal, and (4) 100% submittal. Provide submittals to LFUCG at least one week before each meeting to allow for review and comment.
- Meet and make presentations to any public or civic groups as requested by the Project Manager. (Assume 2 meetings. Include unit cost per additional meeting in proposal.)

Construction Services

- Attend pre-bid meeting and prepare corresponding addendum.
- Attend bid review discussion meeting to assist in selecting qualified contractor.
- Conduct pre-construction meeting and prepare meeting notes.
- Site progress meetings (assume 20 onsite meetings during construction).
- Attend final inspection and assist in compiling final punch list.
- Participate in project closeout meeting.

Deliverables: Meeting summaries electronically created within 5 days of meeting.

Task G: Public Education

Educational Signs

- Work with appropriate parties, LFUCG Parks and Recreation, LFUCG Environmental Services, the Hickman Creek Conservancy, etc. to determine appropriate long term topics for educational signage.
- Design of two signs (24"x36") with topics chosen above and review draft of these signs with appropriate parties.
- Finalize signs and forward design files to LFUCG for printing.

Stakeholder Presentations

- Prepare and complete a stakeholder presentation (evening meeting) regarding conceptual design of project. LFUCG to assist in finding host location and advertising meeting. Consultant responsible for facilitating meeting, presenting conceptual design, taking attendance, and summarizing comments, questions, and concerns. Consultant shall submit presentation to LFUCG Project Manager a week prior to meeting for review and comment.
- Complete a stakeholder presentation and project site walk-thru, after construction, to discuss project, in-stream habitat creation, etc.

Deliverables:

Sign: Submit finalized signs to LFUCG in appropriate electronic files.

Presentations: Submit final stakeholder presentation on conceptual design via PowerPoint and PDF for publishing on LFUCG website. Submit attendance records and meeting summary within one week of meeting.

Task H: Bidding Services

- Coordinate with LFUCG Division of Purchasing for advertisement and distribution of bid documents and any addendums. Maintain an up to date List of Plan Holders.
- Respond to questions and issue addenda as necessary. During the bidding phase, address bidder's questions and coordinate responses with the LFUCG Project Manager and Division of Purchasing. LFUCG Division of Central Purchasing will issue any addenda.
- Obtain copies of all bids, prepare a tabulation of bid prices, and submit a recommendation of award.
- Provide electronic versions of plans to coordinate utilities as needed.
- Complete any grant-required paperwork.

Deliverables: Hard copy and electronic copies of bid tabs, bid selection criteria summary, recommendation of award.

Task I: Construction Administration Assistance

- Review all shop drawings.
- Attend meetings as noted in Task F.
- Attend final inspection and compile final punch list.
- Prepare Record Drawings in hard-copy and electronic format compatible with LFUCG software.
- Prepare a Project Certification for LFUCG.
- Complete any grant-required paperwork.

Deliverables: One (1) hard copy set of signed and sealed record drawings of project improvements. One (1) digital set of signed and sealed record drawings in .pdf format. Project Certification memorandum.

SECTION 3: SCHEDULE

The duration of all activities defined and listed below shall begin as soon as the selected consultant has received a written notice to proceed and shall not exceed the times listed below. Extension of the duration will be at the sole discretion of the Division of Environmental Services, and requests for extensions by the Consultant shall be in writing and considered only

for additional major activities not included in this document. The following schedule is provided as a basis for task deadlines and will remain in effect until a replacement schedule is approved in writing by LFUCG.

DESIGN TASK SCHEDULE	DURATION
Kick-Off Meeting	10 Days
Conceptual Designs, LFUCG Meeting, and Stakeholder Meeting	45 Days
50% Plan Review, LFUCG Meeting(s), Stakeholder Meeting(s), and Permit Submittal(s)	30 Days
90% Plans and Specification Review, LFUCG Meeting(s), Stakeholder Meeting(s), Educational Signs	30 Days
Submit Final Plans, Specifications, and Permits to LFUCG	15 Days
Bidding Assistance	30 Days
Construction Administration Assistance	180 Days

SECTION 4: PROPOSAL EVALUATION CRITERIA

The review of all submissions shall be performed by the Selection Workgroup, which shall recommend award to the Urban County Council for approval. In the evaluation of each submission, the Selection Workgroup will apply the following criteria:

1. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g., team)) with the type of service requested:
 - The proposal should clearly identify the following primary project team members, with their discipline(s) and office location of primary residence. Disciplines/Expertise may reside in one or multiple persons/firms.
 - a) Project Manager
 - b) Principal Project Engineer(s) licensed in the state of Kentucky
 - c) Geotechnical Engineer licensed in the state of Kentucky (dam evaluation)
 - d) Hydrologic & Hydraulics Modeler
 - e) Registered Land Surveyor
 - f) Botanist or Plant Specialist
 - g) Hydrogeologist / geomorphologist with training and experience in natural channel stream design.
 - The proposal should contain only those resumes of the primary project team members or those providing measurable services to project delivery. Include the office of primary residence (e.g., Lexington, KY) for each individual. The content of those resumes should

be limited to one page each per person, and only include experience directly relevant to the services requested in this proposal.

2. Capacity of the person, firm, or team to perform the work, including any specialized services, within the time limitations.
 - The proposal should include descriptions of up to three (3) similar projects successfully completed by the proposed project team members and/or firm(s). Provide contacts for references on each project.
3. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, ability to meet schedules, and successful submission of capital improvement action plans to regulatory agencies (USEPA, KY Division of Water, etc.).
4. Degree of local employment to be provided by the person, firm, or team in the performance of the contract.
5. The total estimated cost of services shall be broken down into Scope Tasks and include unit costs for additional stakeholder meetings and geotech boring that maybe required. Include the Engineering Fee Table on Scope of Services Page 13 in your proposal.

As noted in the overview, this project is funded 100% by a grant from the Kentucky Cleaner Water Program (CWP). The Kentucky Infrastructure Authority (KIA) approved the grant request through the American Rescue Plan Act 2021. Engineering fee limitations will be determined by the most recent USDA Rural Development Utility Program Fee Guide (Appendix C). Cost estimate of engineering fees and construction costs are found in Exhibit 1 of the Grant Terms and Conditions for Grant 22CWS009.

SECTION 5: METHOD OF INVOICE AND PAYMENT

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

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

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

Fee / Billing Schedule	Invoice
Submission of Tasks A, B, C, E, F, G and Associated Meetings	30%
Submission of 50% Drawings and Associated Meetings	60%
Submission of 90% Drawings and Associated Meetings	75%
Submission of Final Contract Documents, Task H, Task I, and Associated Meetings	90%
Construction Completion – Submit Final Invoice	100%

SECTION 6: STOP WORK NOTICE

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

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

Engineering Design Services Fee Table
West Hickman/Veterans Park Water Quality Improvements

Task	Fee (Lump Sum)
Task A – Project Kick-Off & Data Collection	
Task B – Existing Conditions	
Task C – Conceptual Design	
Task D – Design & Construction Documents	
Task E – Permitting	
Task F – Meetings	
Task G – Public Education	
Task H – Bidding Services	
Task I – Construction Administration	
Additional Public Meeting(s)	
Number of Geotech Borings Proposed (included in Task B)	
Cost per Geotech Boring	

Appendix A

Preliminary Engineering Report – Veterans Park Dam Removal Conceptual Plan

To:	Demetria Kimball Mehlhorn LFUCG Division of Environmental Services	From:	John Magner, EIT Stantec Consulting Services Inc. Eric Dawalt, PE EcoGro Inc./Ridgewater LLC.
File:	175668212	Date:	February 19, 2020

Reference: Preliminary Engineering Services – Veterans Park Dam Removal Conceptual Plan

The Joint Project Team (JPT) of Ridgewater, EcoGro, and Stantec Consulting Services Inc. (Stantec) was retained by the Lexington-Fayette Urban County Government (LFUCG) Division of Environmental Services to prepare a conceptual plan for the removal of the dam on West Hickman Creek in Veterans Park. During a site walkdown on March 19, 2019 and a public meeting on April 6, 2019, the JPT identified the following as project goals.

1. Remove the dam, which has eroded and no longer functions properly.
2. Improve water quality and stream habitat.
3. Improve safety and the stream aesthetics.

This memo documents the engineering analysis and presents the conceptual plan for the dam removal and stream restoration.

1.0 BACKGROUND

The existing site conditions, which are presented in Attachment A, were evaluated during the JPT site walkdown on March 19, 2019. Notable observations regarding the dam site include:

- The creek has eroded around the dam, such that water no longer flows over the dam;
- The concrete of the dam has been eroded/undercut by the creek;
- The creek banks around the dam are eroded, resulting in steep, unstable banks which pose a safety risk and could lead to the erosion of hiking trails in the park;
- Significant sediment has accumulated upstream of the dam; and
- The creek upstream of the dam for approximately 1,000 linear feet has low flow velocity due to the increased depth of water caused by the dam.

2.0 EXISTING CONDITIONS SURVEY

A survey of the site was performed by Ridgewater/EcoGro on March 20, 2019. GPS survey equipment was used to obtain existing ground, water surface elevation, and existing dam elevations to develop cross sections and a profile of the project area. A probe was used to locate bedrock elevations along the creek. Surveyed information is presented in Attachment A.

Reference: Preliminary Engineering Services – Veterans Park Dam Removal Conceptual Plan

3.0 RIFFLE DESIGN

A rock riffle is proposed to replace the eroding dam. A riffle provides the following benefits.

- Reduces upstream sediment deposition by allowing flow over the riffle.
- Improves aquatic habitat and oxygenation.
- Flattens and armors the steep, eroded banks, which improves safety and prevents further bank erosion.
- Improves the aesthetics of the creek.

The geometry of the proposed riffle is shown in Table 1.

Table 1. Proposed Riffle Geometry

Parameter	Value
Length	140.0'
Slope	0.5%
Bottom Width	50.0'
Crest Elevation	879.0'
Rock Depth	2.5'
Rock Diameter	D ₅₀ = 1 foot

The proposed riffle was sized to extend across the width of the creek and across the length of the removed dam and the deep scour pool just downstream of the dam. A 0.5% slope is proposed to minimize shear stress and erosion during the 100-year, 24-hour storm event. The proposed D₅₀ = 1' rock is stable for flow depths up to 15.4', as shown in the calculations below. The depth of the 100-year flow is approximately 12' based on the Federal Emergency Management Agency (FEMA) floodplain. Floodplain mapping information is presented in Attachment D.

$$\tau = \gamma DS \rightarrow D = \frac{\tau}{\gamma S}$$

Where:

D = Flow depth

τ = Shear stress ($4.8 \frac{lb}{ft^2}$, as shown in Figure 1 below)

γ = Unit weight of water ($62.4 \frac{lb}{ft^3}$)

Reference: Preliminary Engineering Services – Veterans Park Dam Removal Conceptual Plan

$$S = \text{Channel slope } (0.005 \frac{ft}{ft})$$

Table 2.3. Typical Permissible Shear Stresses for Bare Soil and Stone Linings

Lining Category	Lining Type	Permissible Shear Stress	
		N/m ²	lb/ft ²
Bare Soil ¹ Cohesive (PI = 10)	Clayey sands	1.8-4.5	0.037-0.095
	Inorganic silts	1.1-4.0	0.027-0.11
	Silty sands	1.1-3.4	0.024-0.072
Bare Soil ¹ Cohesive (PI ≥ 20)	Clayey sands	4.5	0.094
	Inorganic silts	4.0	0.083
	Silty sands	3.5	0.072
	Inorganic clays	6.6	0.14
Bare Soil ² Non-cohesive (PI < 10)	Finer than coarse sand D ₇₅ <1.3 mm (0.05 in)	1.0	0.02
	Fine gravel D ₇₅ =7.5 mm (0.3 in)	5.6	0.12
	Gravel D ₇₅ =15 mm (0.6 in)	11	0.24
Gravel Mulch ³	Coarse gravel D ₅₀ = 25 mm (1 in)	19	0.4
	Very coarse gravel D ₅₀ = 50 mm (2 in)	38	0.8
Rock Riprap ³	D ₅₀ = 0.15 m (0.5 ft)	113	2.4
	D ₅₀ = 0.30 m (1.0 ft)	227	4.8

¹Based on Equation 4.6 assuming a soil void ratio of 0.5 (USDA, 1987).

²Based on Equation 4.5 derived from USDA (1987)

³Based on Equation 6.7 with Shield's parameter equal to 0.047.

Figure 1: HEC-15 Permissible Shear Stresses

4.0 CONCEPTUAL PLAN

Improvements were selected to meet the project goals defined on page 1 of this memo. A conceptual plan of the improvements, including plan, profile, and section views, is presented in Attachment B.

4.1 CONCEPTUAL COSTS

Preliminary cost estimates for the dam removal and stream restoration are included in Attachment C. The estimates are based on experience with similar projects completed by the JPT. A summary of the cost estimates is presented in Table 2.

Reference: Preliminary Engineering Services – Veterans Park Dam Removal Conceptual Plan

Table 2. Conceptual Cost Estimate Basis

Construction Item	Conceptual Cost	Cost Basis
Design	\$30,000	Prior design-build projects with JPT
Dam Removal	\$81,250*	Gunpowder Creek Dam Removal
Stream Restoration	\$165,100*	Clays Mill Elementary Stream Restoration; Community Montessori School Stream Restoration; Kentucky American Water Richmond Road Station Stream Restoration

*Includes 30% contingency

4.2 RECOMMENDATION

The JPT recommends completing a design-build project to remove the dam and restore West Hickman Creek. The existing dam and eroded banks pose a safety risk and have resulted in significant sediment accumulation and poor aquatic habitat. A restored stream would provide the following benefits.

- 1) Eliminate safety risks associated with steep bank slopes adjacent to trails.
- 2) Improve water quality and ecological habitat in the stream.
- 3) Improve the aesthetics in the park.

The total estimated cost for the stream restoration project is \$276,350 (as shown in Attachment C). By completing this project as a design-build project, cost savings are realized when compared to completing the project as design-bid-build.

5.0 CLOSURE

EcoGro, Ridgewater, and Stantec appreciate the opportunity to assist with the project. If you have any questions or concerns, please contact us.

Stantec Consulting Services Inc.



John Magner, EIT
Phone: (859) 422-3055
john.magner@stantec.com

EcoGro Inc./Ridgewater LLC.



Eric Dawalt, PE
Phone: (859) 806-1089
edawaltrw@gmail.com

Reference: Preliminary Engineering Services – Veterans Park Dam Removal Conceptual Plan

References:

Federal Highway Administration (FHWA), *Hydraulic Engineering Circular No. 15, Third Edition – Design of Roadside Channels with Flexible Linings (2005)*. Retrieved 05/30/2019 from <https://www.fhwa.dot.gov/engineering/hydraulics/pubs/05114/05114.pdf>

List of Attachments:

Attachment A: Existing Conditions
Attachment B: Conceptual Plan
Attachment C: Conceptual Cost Opinion
Attachment D: FEMA Floodplain Mapping

ATTACHMENT A

Existing Conditions

Veterans Park Dam Removal Feasibility Study Figure 1. Existing Conditions



Legend

+	Stream Station (50')	—	Sanitary Pipe
- - -	Stream Centerline	—	Storm Pipe
+	Baseline Station (100')	—	Waterline
●	Sanitary Manhole	—	Major Contour (10')
●	Storm Structure	—	Minor Contour (2')

Feet 1 in = 100 ft

0 100

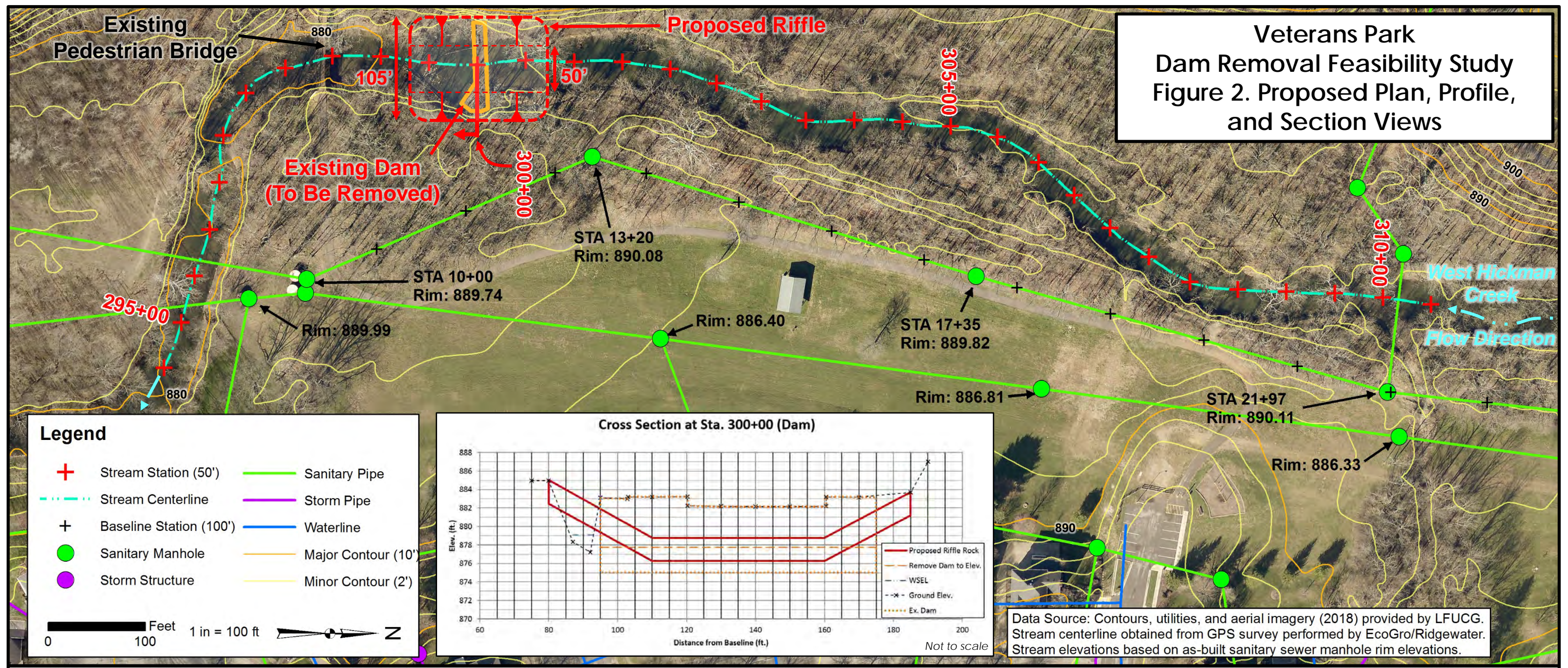
N

Data Source: Contours, utilities, and aerial imagery (2018) provided by LFUCG. Stream centerline obtained from GPS survey performed by EcoGro/Ridgewater. Stream elevations based on as-built sanitary sewer manhole rim elevations.

ATTACHMENT B

Conceptual Plan

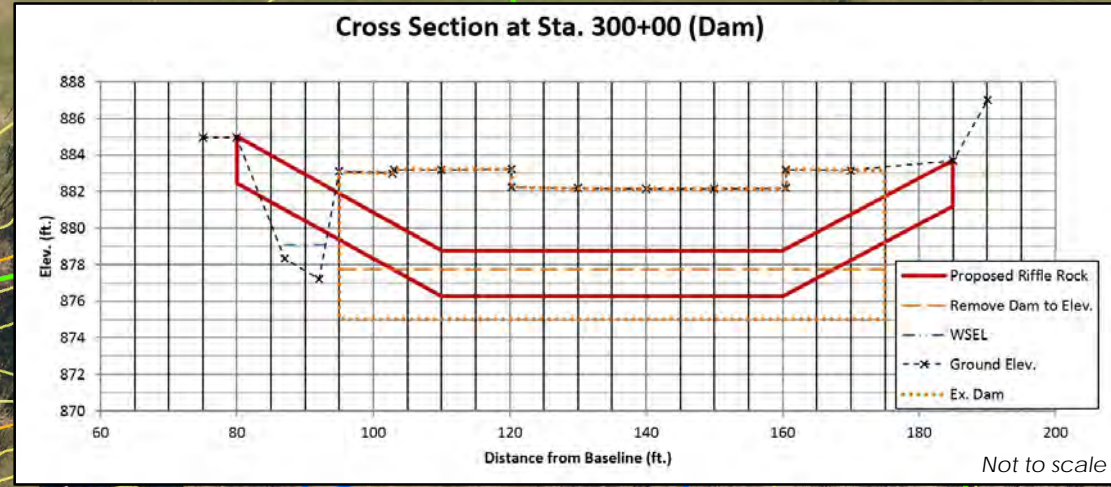
Veterans Park
 Dam Removal Feasibility Study
 Figure 2. Proposed Plan, Profile, and Section Views



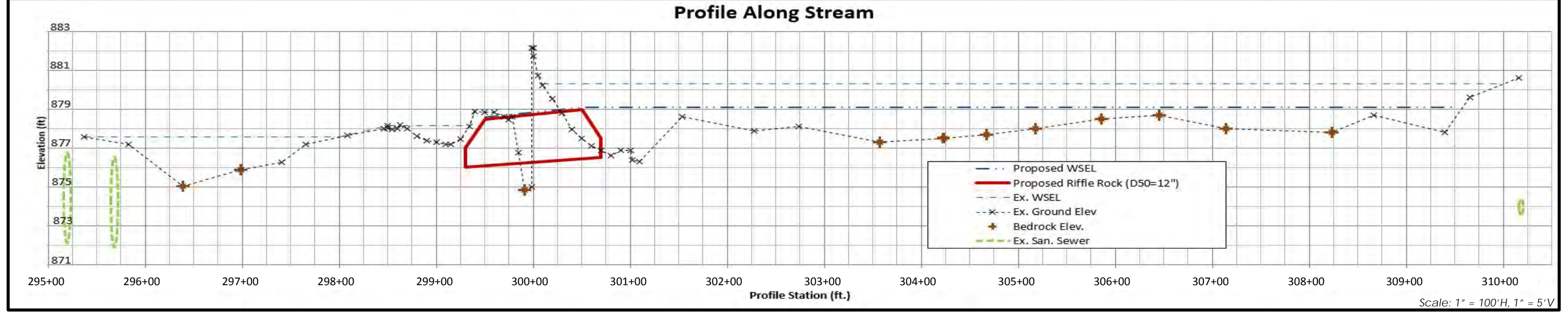
Legend

+	Stream Station (50')	—	Sanitary Pipe
— · — ·	Stream Centerline	—	Storm Pipe
+	Baseline Station (100')	—	Waterline
●	Sanitary Manhole	—	Major Contour (10')
●	Storm Structure	—	Minor Contour (2')

0 100 Feet 1 in = 100 ft



Data Source: Contours, utilities, and aerial imagery (2018) provided by LFUCG. Stream centerline obtained from GPS survey performed by EcoGro/Ridgewater. Stream elevations based on as-built sanitary sewer manhole rim elevations.



ATTACHMENT C

Conceptual Cost Opinion

Conceptual Plan Budget

Veterans Park Dam Removal and Stream Restoration Project

Lexington, Kentucky

By: ELD
 Date: 5/30/2019
 Ckd by: JPM, BAL
 Date: 6/6/2019

Item Number	Description of Item	Estimated Quantity	Unit of Measure	Unit Cost	Total Cost
DESIGN					
D1	Design and Permitting ^{1,2,3,4}	1	LS	\$30,000.00	\$30,000.00
Design Total:					\$30,000.00

CONSTRUCTION					
Dam Removal					
C1	Mobilization/Demobilization & General Conditions	1	LS	\$10,000.00	\$10,000.00
C2	Construction Layout Staking	1	LS	\$2,000.00	\$2,000.00
C3	Clearing and Grubbing	0.50	AC	\$4,000.00	\$2,000.00
C4	Temporary Erosion and Sediment Control (SCE, Perimeter Controls)	1	LS	\$3,000.00	\$3,000.00
C5	Stream Flow Pump Around	1	LS	\$10,000.00	\$10,000.00
C6	Concrete Dam Demolition (80 ft W x 8 ft. H x ave. 2 ft. L) ⁵	1	LS	\$20,000.00	\$20,000.00
C7	Haul Demolition Rubble Off site	60	CY	\$100.00	\$6,000.00
C8	Cleanup and restore access road (1,000 l.f.)	1	LS	\$5,000.00	\$5,000.00
C9	Replace asphalt trail crossing	25	SY	\$100.00	\$2,500.00
C10	Seed and Mulch access road (1,000 l.f.)	1	AC	\$2,000.00	\$2,000.00
Dam Removal Total:					\$62,500.00
Dam Removal Contingency (30%):					\$18,750.00

Stream Restoration Construction					
C11	Install Rock (D50 =12") Riffle (140 ft. L x 110 ft. W x 2.5 ft. H) ⁶	2,200	Tons	\$55.00	\$121,000.00
C12	Erosion Control Blanket	700	SY	\$6.00	\$4,200.00
C13	Trees- Bare Roots	200	EA	\$4.50	\$900.00
C14	Live Stakes	200	EA	\$4.50	\$900.00
Stream Restoration Construction Total:					\$127,000.00
Stream Restoration Construction Contingency (30%):					\$38,100.00

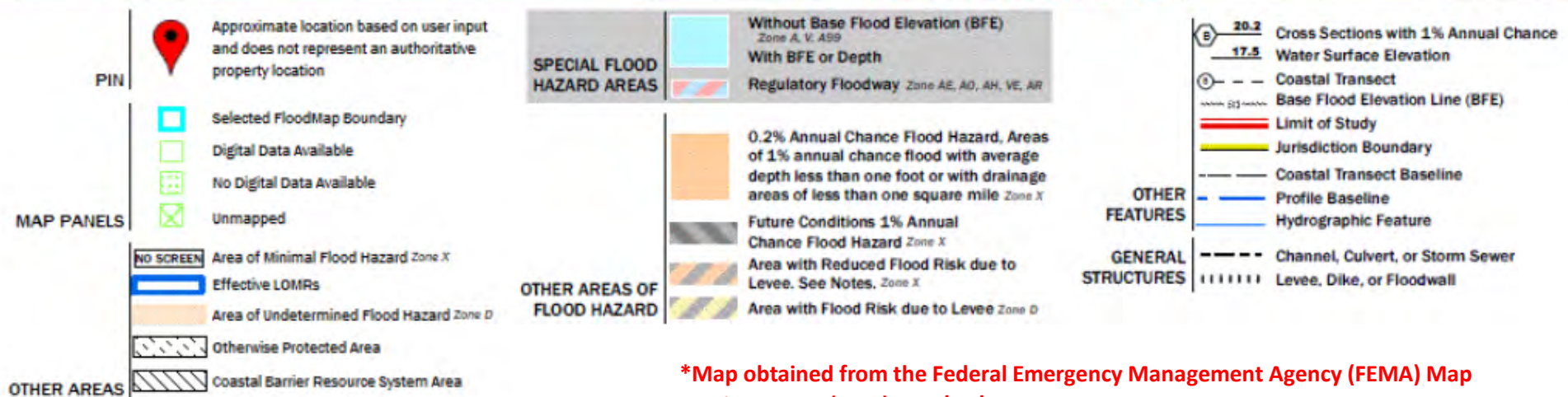
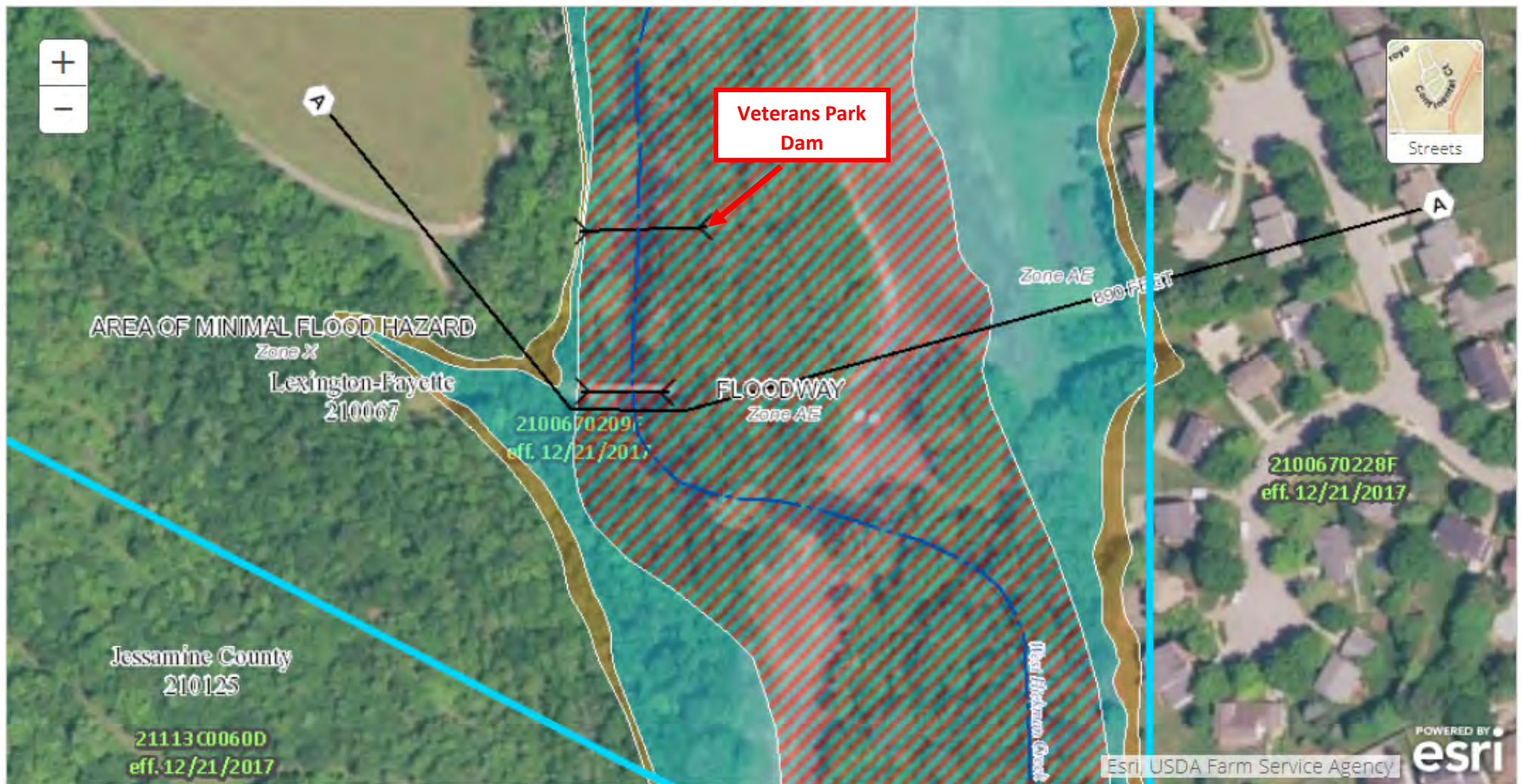
Assumptions and Clarifications:

- ¹ Design costs assume Design-Build Method. Design-Bid-Build Method would be more expensive.
- ² Includes KDOW 401 WQC and Floodplain, and USACE 404 permit applications.
- ³ No bat mist netting or bat habitat mitigation is required.
- ⁴ No mussel surveys are required.
- ⁵ No utilities are near the dam.
- ⁶ Assumes Class III Channel Lining. Price is ~\$42/ton inc. tax and delivery. Shot rock would be ~\$10/ton inc. delivery.

Design, Construction & Contingency Total: \$276,350.00

ATTACHMENT D

FEMA Floodplain Mapping



*Map obtained from the Federal Emergency Management Agency (FEMA) Map Service Center (MSC) on 2/19/2020.

Appendix B

Kentucky Infrastructure Authority (KIA) Kentucky Cleaner Water Program

Grant Application and Contract



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

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

Sandy Williams
Executive Director

November 21, 2022

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

KENTUCKY INFRASTRUCTURE AUTHORITY CONDITIONAL COMMITMENT LETTER

KIA Grant Number 22CWS009
WRIS Project Number SX21067067

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$1,345,000 for the LFUCG - West Hickman Creek / Veterans Park WQ Improvement project. We look forward to working with you to successfully complete your Project!

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

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

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



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

Sincerely,



Sandy Williams,
Executive Director

Attachments

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

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

Accepted

Date

ATTACHMENT A**GRANT TERMS AND CONDITIONS**

Lexington-Fayette Urban County Government

The Conditional Commitment Letter and a subsequent Assistance Agreement between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

Terms

1. The grant award shall not exceed \$1,345,000 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should request signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted

for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If the grant funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the Cleaner Water Program funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067067) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority as **Exhibit 2**.
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority as **Exhibit 3**.

Exhibits 1 – 3 must be completed and returned to the Authority with this signed Conditional Commitment Letter.

After providing the Authority with the signed Conditional Commitment Letter and Exhibits 1 through 3, the Authority will forward to the Grantee the Grant Assistance Agreement. Upon completion by the Grantee of Exhibits 4, 5, and 7, the Authorized Official shall sign the Assistance Agreement and forward the Exhibits, with supporting documentation, and the signed Assistance Agreement to the Authority for execution. The Grantee shall continue to complete the remaining Exhibits (6 and 8 through 10).

4. After receiving the Grant Assistance Agreement: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the Assistance Agreement, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
5. After receiving the Grant Assistance Agreement: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the Assistance Agreement as **Exhibit 5**.
6. The Grantee shall contract with an Engineer licensed in Kentucky **Exhibit 6A** and agree to the fee amount limitation as determined by the most recent USDA Rural Development Utility Program Fee Guide by jointly signing **Exhibit 6B**.

The Grantee may request 50% of the engineering design fee as budgeted in the Project Profile when the Project plans and specifications are submitted to the Kentucky Division of Water (DOW). The balance of that fee may be requested once the Grantee provides a copy of the plans approval letter from DOW to the Authority.

7. The Grantee shall provide documentation of Kentucky eClearinghouse Endorsement and eClearinghouse Comments as **Exhibit 7**.

Any significant changes or additions to the Project, deviating from the original scope of work described in the Project Profile, may require a new or amended eClearinghouse Endorsement, as determined by the eClearinghouse or the Authority.

8. The Grantee shall submit the DOW Plans approval letter to the Authority as **Exhibit 8**.
9. The Grantee shall complete and submit the bid package (**Exhibit 9**) to the Authority within 14 days of bid opening, which bid package shall include:
 - a. Engineer's Approval of "as-bid" project budget, with Engineer's signature;
 - b. Affidavit of Publication with Tear Sheet of Advertisement;
 - c. Certified Bid Tabs with Engineer's seal, number and signature;
 - d. Clear Site Certificates for each parcel of real property and easements, with date and signatures of the Grantee (**Exhibit 9A**) and Title Counsel (**Exhibit 9B**).

10. The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years as **Exhibit 10**.
11. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator as **Exhibit 11**.

**ATTACHMENT B
PROJECT BUDGET**

CWP PROJECT BUDGET

**Project Title: LFUCG - West Hickman Creek /
Veterans Park WQ Improvement**

WRIS#: SX21067067

Project Budget: Estimated

enter date

As Bid

enter date

Revised

enter date

Cost Classification		CWP Grant 22CWS009	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design									
7	Engineering Fees - Construction									
8	Engineering Fees - Inspection									
9	Engineering Fees - Other									
10	Construction									
11	Equipment									
12	Miscellaneous									
13	Contingencies									
	Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
	Total	

Local Funding Sources	Amount	Date Committed
1		
2		
	Total	

Total Funding

-

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

ATTACHMENT C

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Commitment Letter.

- Exhibit 1 Notification to The Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter, the Authority's verification of Exhibits 1-3, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the Grant Assistance Agreement. AFTER receiving the Grant Assistance Agreement, the Grantee should complete Exhibits 4, 5, and 7. Then the Authorized Official may sign the Agreement and email it to the Authority with Exhibits 4, 5, and 7.

- Exhibit 4 Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 7 Kentucky eClearinghouse Endorsement Letter with Comments.

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) upon receipt of Attachment B and Exhibits 1 thru 7 and may request the balance of the engineering design fee upon the Authority's receipt of Exhibit 8.

- Attachment B CWP Project Budget
- Exhibit 6A Copy of the Engineering Services Contract
- Exhibit 6B Grantee & Engineer Fee Confirmation
- Exhibit 8 Copy of the DOW Approval Letter of Engineering Plans & Specifications.
- Exhibit 9 Bid Package: Engineer's Approval of "as-bid" project budget
Affidavit of Newspaper Publication with Tear Sheet
Certified Bid Tabs with Engineer's seal, number, and signature
- Exhibit 9A Clear Site Certificate – CWP Grantee.
- Exhibit 9B Clear Site Certificate – Title Attorney.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

EXHIBIT 1

CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE

The Project Profile was reviewed and updated in the Water Resource Information System
as of _____ by the Grantee's Authorized Official and Project Administrator.

(date)

Project Administrator: _____

Grant Number: _____ **22CWS009**

EXHIBIT 2

EZ VENDOR REGISTRATION APPLICATION

A Vendor Number must be obtained on-line through the Kentucky Cabinet for Finance and Administration. This Vendor Number is *required for Grantee to receive payments from the Authority.*

[Vendor Registration Guide](#)

[Link to the Vendor Self Service Site](#)

The Grantee's Vendor Number is _____.

Project Administrator: _____

Grant Number: 22CWS009

**EXHIBIT 3
TRANSPARENCY ACT REPORTING INFORMATION FORM
CLEANER WATER PROGRAM GRANT**

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a Unique Entity ID or as soon as you receive your Unique Entity ID and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

Grantee Name:	Lexington-Fayette Urban County Government
Unique Entity ID (generated by SAM.gov)*:	
KIA Grant Number:	22CWS009
CWP WRIS Project Number	SX21067067
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	

*If the Unique Entity ID provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

Unique Entity ID Name	
-----------------------	--

*If the recipient has not yet obtained a Unique Entity ID, please do so upon receipt of the Authority's Conditional Commitment letter and provide notification to the Authority of the number once issued. For instructions on the Unique Entity ID registration, please see the link at the bottom of this page.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Unique Entity ID Registration Information: <https://sam.gov>

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That _____ is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____, 202_____.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 202_____.

Secretary/Clerk

EXHIBIT 5

**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

EXHIBIT 6A
ENGINEERING SERVICES

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

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

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

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

EXHIBIT 6B**GRANTEE & ENGINEER FEE CONFIRMATION**

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

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

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

Grantee Authorized Official: _____
Signature

Professional Engineering Firm: _____

Professional Engineer: _____
Signature

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

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

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

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

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

[Link to eClearinghouse](#)

EXHIBIT 8**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER
FOR
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

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

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

EXHIBIT 9**THE BID PACKAGE**

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

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

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

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

Other Procurement description: _____

EXHIBIT 9A

CLEAR SITE CERTIFICATE – CWP Grantee

I _____, the Authorized Official of the Lexington-Fayette Urban County Government, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney’s Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee’s project identified above.

I further certify that all real property, including easements required for the Grantee’s project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this ___ day of _____, 20___

Grantee’s Authorized Official

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 9B

CLEAR SITE CERTIFICATE – Title Attorney

I, _____, an Attorney at Law, acting as Title Counsel to the Lexington-Fayette Urban County Government (the “Grantee”), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this _____ day of _____, 20____.

Attorney at Law: _____

Address: _____

EXHIBIT 10

**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES
AND AUDITING**

I, the Authorized Official of the Lexington-Fayette Urban County Government (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least once every two (2) years.

Lexington-Fayette Urban County Government

Printed Name of Authorized Official

Signature of Authorized Official

Date

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

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

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

Project Engineer: _____

Date: _____

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

Authorized Official: _____

Project Administrator: _____

Date: _____

Appendix C

USDA Rural Development Utility Program Fee Guide

KENTUCKY USDA/RURAL DEVELOPMENT UTILITY PROGRAM FEE GUIDE

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

FEEES FOR PROFESSIONAL ENGINEERING SERVICES PERCENTAGE OF CONSTRUCTION COST

TABLE I – BASIC DESIGN

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

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

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

FEES FOR RESIDENT PROJECT REPRESENTATIVE SERVICES
PERCENTAGE OF CONSTRUCTION COST

TABLE II – INSPECTION COSTS

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

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

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

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

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

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS



LEXINGTON

RFP-13-2023 Addendum 1
Stantec
Stantec Consulting Services Inc.
Supplier Response

Event Information

Number: RFP-13-2023 Addendum 1
Title: West Hickman Creek Veterans Park WQ Improvement Project
Type: Request For Proposal
Issue Date: 3/31/2023
Deadline: 4/28/2023 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Stantec Information

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

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

Jason Maxwell

Signature

Submitted at 4/28/2023 01:19:06 PM (ET)

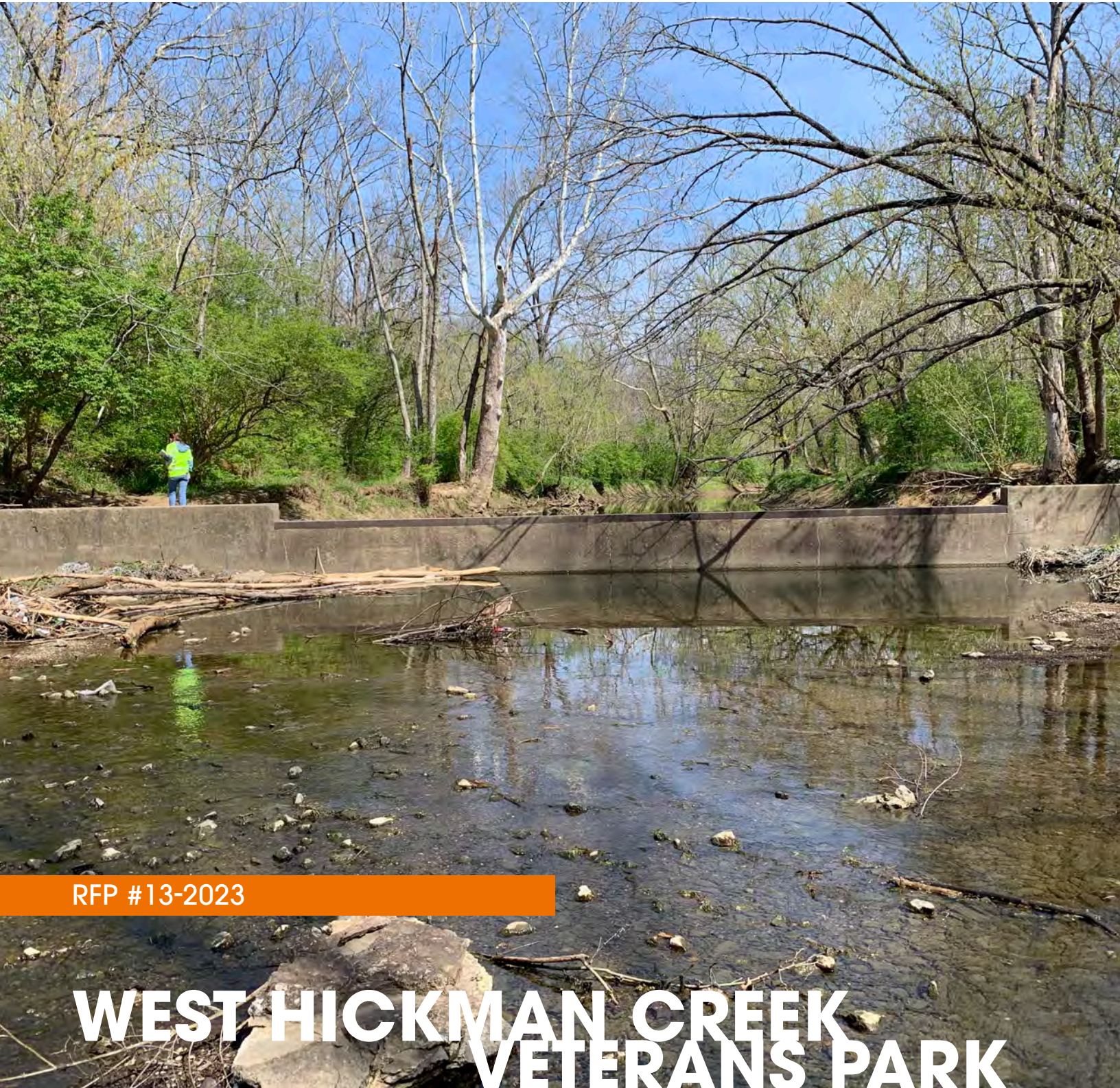
jason.maxwell@stantec.com

Email

Response Attachments

RFP_13-2023_STANTEC_20230428.pdf

Stantec response to RFP 13-2023 West Hickman Creek Veterans Park WQ Improvement Project



RFP #13-2023

WEST HICKMAN CREEK VETERANS PARK WQ IMPROVEMENT PROJECT

APRIL 28, 2023

Contents

1. SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE	1
WHY WE WILL BE SUCCESSFUL.....	3
<i>Experts in Project Construction</i>	<i>4</i>
<i>Hydrologic & Hydraulic Analyses</i>	<i>5</i>
<i>Subsurface Data Collection.....</i>	<i>5</i>
<i>Successful Environmental Permitting.....</i>	<i>6</i>
<i>Public Education</i>	<i>6</i>
PROJECT TEAM.....	7
2. CAPACITY OF PROJECT TEAM.....	15
DEDICATED PERSONNEL	15
SCHEDULE.....	16
3. PAST RECORD AND PERFORMANCE.....	17
PAST RECORD OF PERFORMANCE WITH LFUCG	18
<i>Various LFUCG Greenways Projects.....</i>	<i>19</i>
<i>Water Quality Incentive Grant Projects</i>	<i>20</i>
<i>West Milton Dam Removal and River Improvements.....</i>	<i>21</i>
CLIENT REFERENCES	22
4. LOCAL EMPLOYMENT.....	23
5. ESTIMATED COST OF SERVICES.....	24



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

April 28, 2023

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

Re: Request for Proposal for Engineering Design Services – RFP#13-2023 West Hickman Creek / Veterans Park WQ Improvement Project

Dear Mr. Slatin,

We are pleased to present this proposal to provide a Proposal for the Lexington-Fayette County Urban Government (LFUCG) West Hickman/Veterans Park Water Quality Improvements Project. This proposal highlights our qualifications and experience with similar projects and outlines our detailed approach and schedule for completing the work.

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

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

DUNS Number: 078721737

Number of Employees: 26,000 globally; 350 in KY providing requested services

Number of Years Providing Services: 70 years

We are excited at the opportunity to continue supporting LFUCG on this important project – we look forward to completing a detailed design built-upon the Feasibility Study we completed in 2020. We have reviewed your RFP and make no exceptions to the project requirements. If you have questions, please contact us.

Sincerely,

Stantec Consulting Services Inc.

Jason Maxwell, PE
Principal

Sam Lee, PE
Project Manager

1. Specialized Experience & Technical Competence

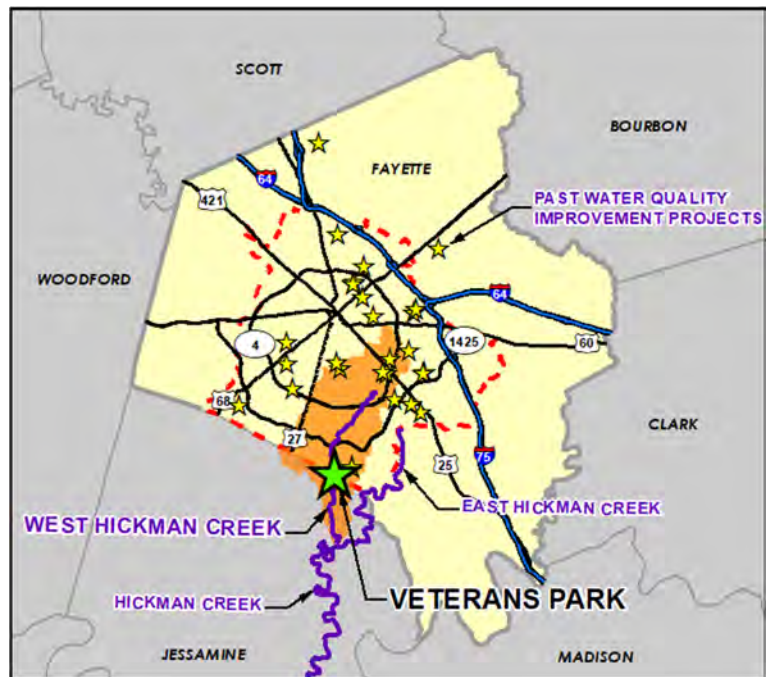
Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect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

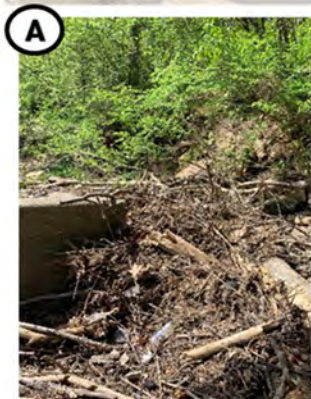
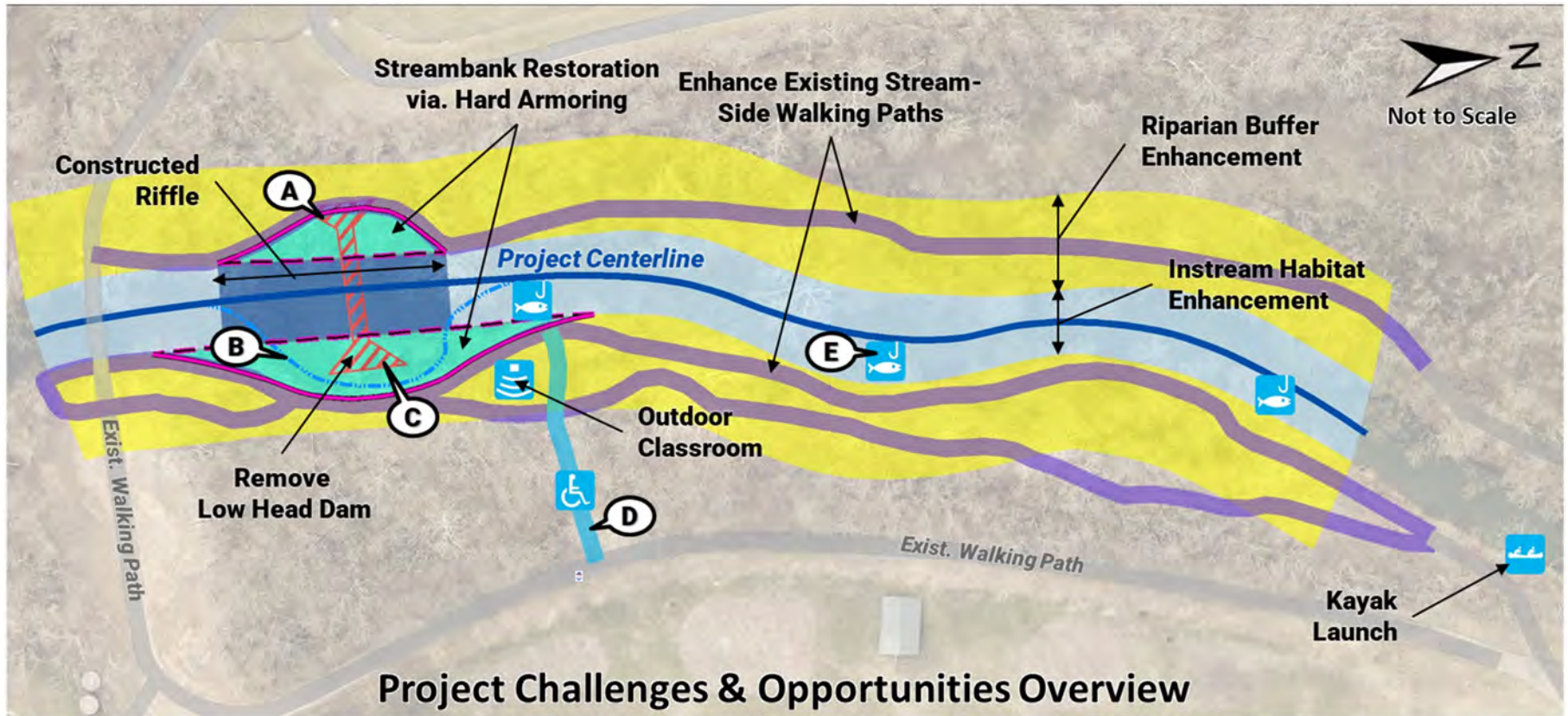
Stantec brings this nationwide experience in water resources to support our municipal clients in Kentucky – We provide core service offerings in water resources and civil engineering through a combined staff of almost 350 in our Lexington and Louisville offices. More importantly, we have built a team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

- Expertise in stormwater quality projects special-fit for Lexington – we have completed nearly 30 projects focused on best management practices including stream restoration, wetland construction, rainwater harvesting, floatable trash collection, and green-infrastructure retrofits.
- A time-tested partnership with our design-build partner, Ridgewater, with whom we have completed three low head dam removals, five stream restoration projects, and multiple storm improvement and other construction projects over the past 10-years.
- The best land-surveying subconsultant, Vision, in Fayette County, who have completed multiple projects in the project area (including a no-rise study for the completed pedestrian bridge in Veterans Park).
- Environmental permitting and related services including bat surveys, wetland delineations, habitat assessments, etc.
- Geotechnical engineering, including eight field crews, 25 drill rigs and a USACE-validated soils and rock testing laboratory in our Lexington office.

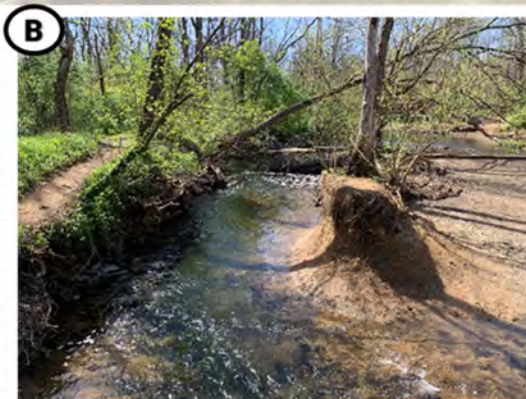
The bottom line – **our team is the best qualified** to assist LFUCG in completing this project. We understand the challenges for this project and the opportunity to build back a thriving creek that the community can enjoy.

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

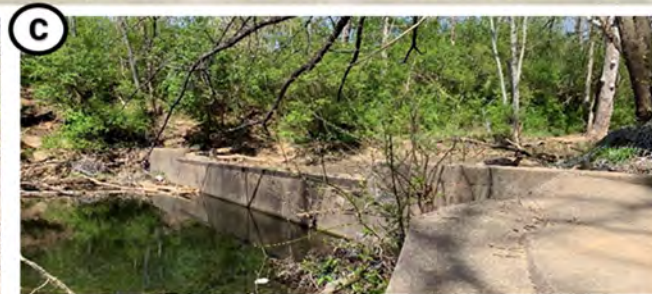




A Erosion has disconnected the low head dam from the stream's right descending bank.



B Flow has completely bypassed the low head dam, severely scouring the left descending bank. In addition to downstream water quality impacts (from sedimentation), erosion is undercutting the stream-side walking path.



C Removal of the low head dam will work toward restoring West Hickman Creek to its pre-development conditions. This could re-connect migratory pathways, reduce bank loss due to erosion, and provide a long-lasting asset for visitors to Veterans Park.



D Several existing walking paths could be stabilized, widened, and paved to create accessible access to the completed project.



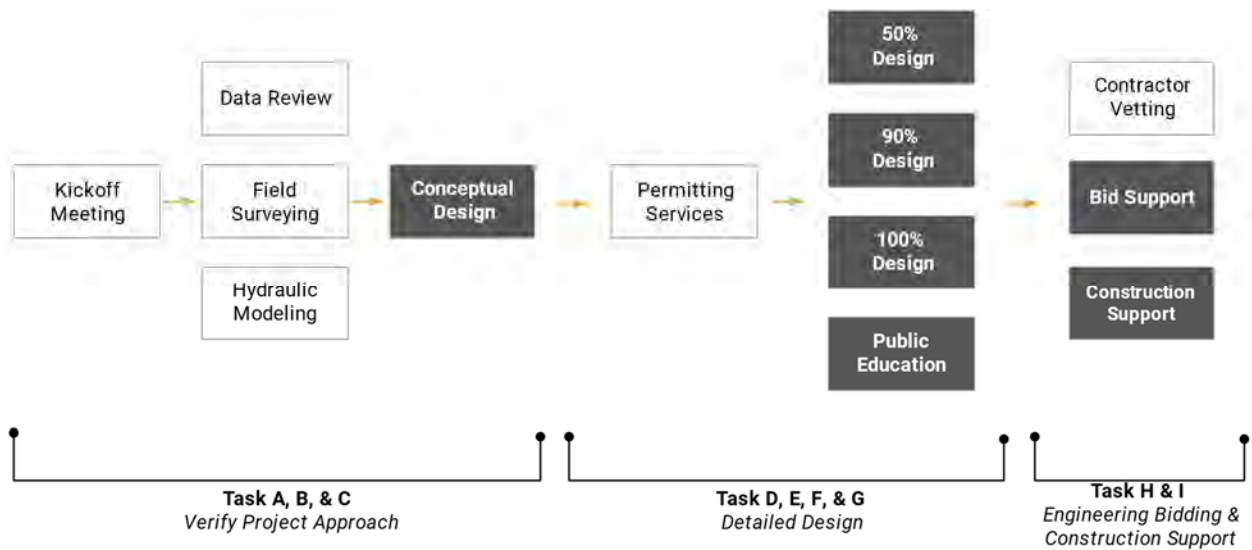
E Fish habitat "Lunker Bunkers" could be placed at existing fishing access locations.

Why We Will Be Successful

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

- We were responsible for completing the Feasibility Study for this project. Continuing with Stantec’s personnel, who have strong familiarity with the project needs, will result in a diminished learning curve in “getting up to speed”.
- In our Feasibility Study we collected stream geometry data, performed preliminary calculations, and developed a conceptual design for the proposed Project.
- Our Land Surveying partner, Vision, completed survey services for two projects adjacent to the proposed Project area: collection of stream data for the West Hickman Creek FEMA Floodplain (Effective 2017) and West Hickman Trunk Sanitary Sewer (2017 to 2018).

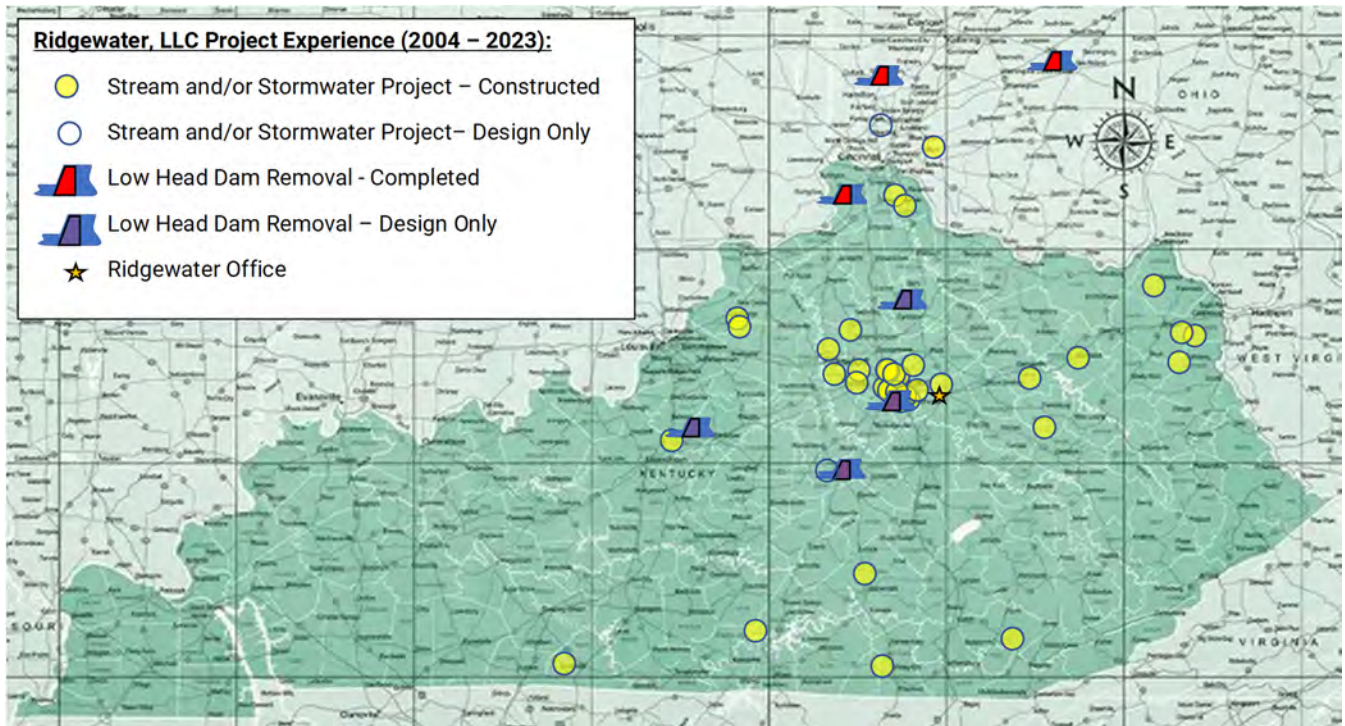
Individuals on our Project Team were specifically selected based on their project experience with a proven project approach capable of meeting the schedule milestones in your RFP. Our approach is highlighted below.



We have compiled a team and collaborative approach that is both time-tested on similar projects across the region and tailored specifically for LFUCG’s needs to implement this project. Based on our experience, understanding of the requested services, and the tasks outlined in the Request for Proposals (RFP), we are well prepared to deliver project success. Key success factors for this project are highlighted in the following pages.

Experts in Project Construction

The Ridgewater/Stantec Team has completed multiple projects focused on water quality improvement, often as a design-build partnership (Ridgewater builds, Stantec designs). This brings a unique perspective to an engineering design – we are collaborating with a team member experienced in successfully executing construction of these projects. Our design-build partner is also a qualified designer, holding certifications in the industry standards for hydro-morphology, geomorphology, and natural channel design.



Ridgewater has executed successful projects across Kentucky, Ohio, and Tennessee for almost 20 years. For the past decade, the Ridgewater/Stantec design-build team has completed nearly 30 projects in Fayette County.

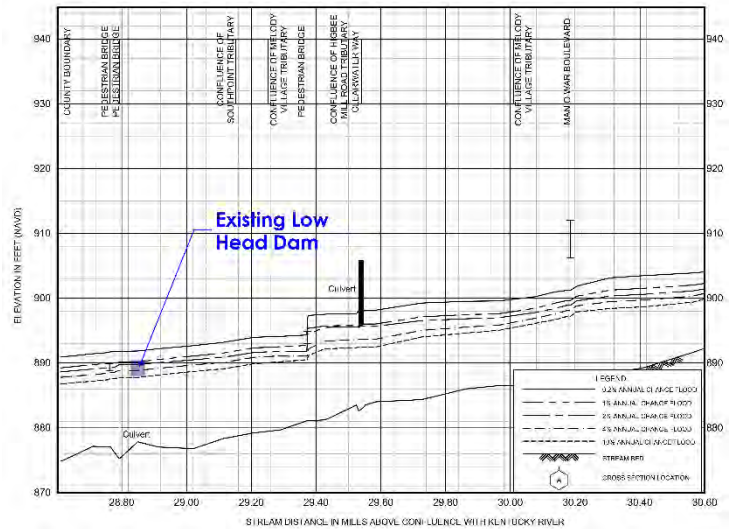
Hydrologic & Hydraulic Analyses

Understanding West Hickman Creek’s hydraulics is critical to the development of the project in that it forms the basis of design. Accurate calculations of potential instream discharges have a direct impact on the construction capital cost and stability of the completed project. Every member of our Project Team understands the importance of hydrologic and hydraulic analyses – we have identified the following success factors to achieve successful project performance:

Design Criteria: We will utilize the LFUCG Stormwater Manual and the 24-hour storm events identified in the RFP (10-year, 25-year, and 100-year). Other applicable design guidance will be obtained from other sources (e.g., US Army Corps of Engineers, US Bureau of Land Reclamation, etc.).

Recreational Use: We will collaborate with LFUCG and other key stakeholders to establish design criteria that best provides recreational access, such as future permanent pool elevation upstream of the removed low head dam, location of access pathways, and educational components.

Existing Floodplain: The proposed project is located within floodplain areas regulated by the US Federal Emergency Management Agency (FEMA). Design of proposed instream features will consider information from the effective FEMA floodplains, including floodway geometry (width and cross-section), predicted discharge rates/velocities, and limits of the special flood hazard area (surface area). These will be obtained from the FEMA Map Service Center (MSC).



Coordination with FEMA has been identified as a critical success factor. Our team has completed CLOMR, LOMR, and No-Rise Certifications in the past.

Subsurface Data Collection

Stantec understands subsurface data collection – we offer geotechnical drilling services from our Lexington-based operations housing eight drill crews, 22 drill rigs, and a USACE validated soil and rock testing laboratory. We also understand how to best-fit data collection to the project – we will complete subsurface data collection with a simpler, but better value for the proposed project, “test-pit” approach. We have advanced countless test pits and completed sub-surface evaluations, often with Ridgewater operating the machinery.



Ridgewater & Stantec advancing a test pit at the Lexmark Rainwater Harvesting System project in Lexington, KY.

Successful Environmental Permitting

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

Permitting Success

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

Public Education

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

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

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

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

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

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

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

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

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

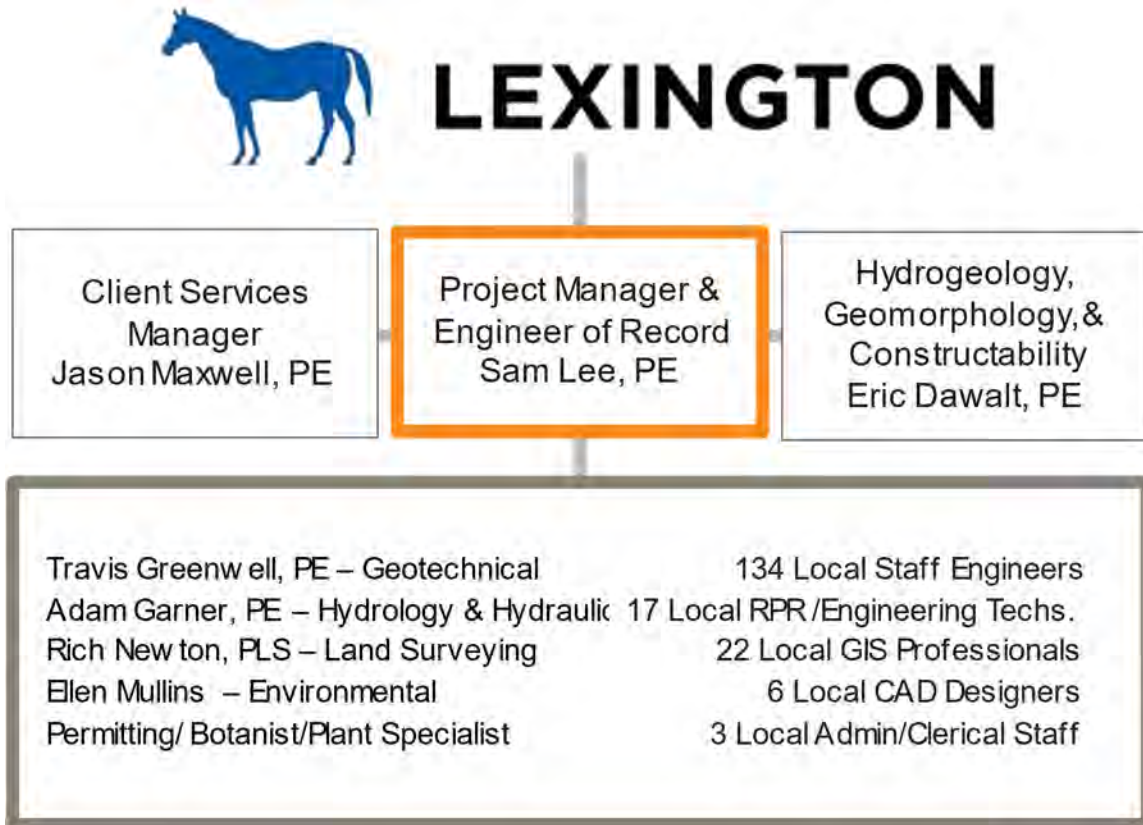
To learn more about UK's Stormwater Program visit: <https://www.uky.edu/en/stormwater>

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

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

Project Team

Stantec has a deep bench of resources available to LFUCG for this project. The organization chart below identifies our project team. Resumes are included on the following pages describing their experience, qualifications, and a selection of project descriptions for similar efforts completed in the past ten years.



- 1) *Ridgewater, with Eric Dawalt as the project manager, has completed three (3) low head dam removals in the region with Stantec as the design engineering firm.*
- 2) *Vision has extensive experience surveying within the Lexington area. Rich Newton has surveyed and provided deliverables for over 30 years, including previous experience with West Hickman Creek.*

Jason Maxwell PE



PROJECT ROLE:
Client Services Manager
YEARS OF EXPERIENCE:
17

EDUCATION:
BS, Bioenvironmental Engineering
University of Kentucky
Lexington, KY

MS, Bioenvironmental
Engineering
University of Kentucky
Lexington, KY

REGISTRATIONS:
Professional Engineer - IN, KY,
OH, TX

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

PROJECT EXPERIENCE

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

Project Manager for a flood control structure and flood storage basin along the South Fork Little River in Hopkinsville, KY. The flood control structure is an approximate 1,450 LF length by 50-foot wide, up to 29-foot-tall earthen fill structure with a labyrinth weir spillway, that controls normal flow conditions by way of an open bottom culvert. The completed flood control structure will reduce downstream flooding to the various residences and commercial properties within the City of Hopkinsville.

Components of the project include unsteady H&H modeling, dam breach analysis, Section 401/404 USACE/KDOW Water Quality Certification, and KDOW stream construction permitting and dam safety permitting for a high-hazard classification structure.

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

Project Manager for a stream improvement and sanitary sewer design project located in Elizabethtown, KY. The scope of this project was to assess the current conditions of the stream using field survey information and incorporating into HEC-HMS and HEC-RAS steady and unsteady state hydrologic and hydraulic (H&H) modeling. Jason completed for preparation and submittal of a Section 401/404 Permit Application to the USACE and KDOW for the construction activities for three CON/SPAN Bridge Unit designs encompassing over 3,000 linear feet of stream, roadway and intersection design, utility relocations and replacement, and abandonment and relocation of approximately 1,000 linear feet of sanitary sewer pipe and manhole structures.

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

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

Sam Lee PE



PROJECT ROLE:

Project Manager & Engineer of Record

YEARS OF EXPERIENCE:

12

EDUCATION:

BS, Civil Engineering (2010)
University of Kentucky
Lexington, KY

MS, Civil Engineering (2012)

University of Kentucky
Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Sam Lee is a Project Manager in Stantec's Lexington, Kentucky office with 12 years of experience in the analysis and design of hydraulic and hydrologic structures, site design, and urban stormwater best management practices (BMP) design. His project background includes civil site design and environmental permitting for a variety of municipal drinking water, sanitary sewer, and urban stormwater green infrastructure projects. He has experience leading engineering design and analysis for stormwater quality improvement projects, including almost thirty in Fayette County and an additional twenty in Kentucky.

PROJECT EXPERIENCE

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

Project Manager/Engineer of Record for the design and construction of a streambank stabilization on an unnamed tributary of North Elkhorn Creek. The project included stabilizing approximately 500 LF of urban stream impacted by high erosive velocities, resulting in almost 12-foot vertical

bank losses. If left unchecked, the erosion could have destabilized the existing sanitary infrastructure running parallel to the stream. The team completed a feasibility study recommending placement of a rock-toe – a thick natural rock layer placed over the eroded bank and restored with vegetation. Sam led engineering design, prepared construction drawings, and obtained permits necessary for project completion (including permitting through USACE and KDOW). This project was completed as design-build with Stantec's construction partner, EcoGro.

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

Project Manager/Engineer of Record for a feasibility study to evaluate stormwater quality and stormwater quantity best management practice (BMP) options at the Furlong Drive Greenway. Urban stormwater runoff from the upstream drainage area enters into Cane Run without treatment, resulting in pollution of the stream. To address this issue, Stantec developed conceptual plans and cost opinions for several BMPs including creating a wetland treatment area between the upstream drainage area's outlet and Wolf Run, constructing an offline channel from Wolf Run, and constructing a large stream wetlands complex featuring braided channels, a hyporheic aquifer, and wetlands. Benefits, drawbacks, construction costs, and additional stormwater storage volumes were developed for each BMP.

Eric Dawalt PE



PROJECT ROLE:

Hydrogeology, Geomorphology, & Constructability

YEARS OF EXPERIENCE:

24

EDUCATION:

BS, Animal Science (1994)
University of Kentucky
Lexington, KY

BS, Biosystems and Agricultural Engineering (1996)
University of Kentucky
Lexington, KY

MS, Biosystems and Agricultural Engineering (2000)
University of Kentucky
Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Eric Dawalt is the Owner of Ridgewater, LLC. He is a professional engineer with over 24 years of experience in the design, construction, and monitoring of stream and wetlands restoration projects using natural channel design techniques. Eric worked and trained under Mr. David Rosgen, one of the leading experts in the field of stream restoration. He has collaborated as a research engineer on several cutting-edge projects with Dr. Arthur Parola of the Stream Institute at the University of Louisville Department of Civil Engineering. Some of his recent work involves treating stormwater runoff in streams with passive organic filters, hyporheic zones, and constructed wetlands to improve aquatic habitat. Ridgewater's project profile includes over 98,000 linear feet of restored stream, with a cumulative construction budget of over \$15 million.

PROJECT EXPERIENCE

West Milton Dam Removal and Stillwater River Restoration Project | Village of West Milton | West Milton, OH | Project Manager

Eric served as Project Manager of the Ridgewater Team for this \$750,000 project to remove a dam on the Stillwater River in 2014 for the Village of West Milton. The dam, built in the early 1900's, was failing structurally and was a safety hazard to boaters and swimmers. Eric and the E/R Team removed the dam in phases in order to relocate mussels upstream of the dam. Once the dam was removed, the river was restored by installing riffles, deep pools, and aquatic habitat. The project was designed by Stantec Consulting.

Hatchery Creek Stream Restoration Project | KDFWR | Russell County, KY | Project Manager

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

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

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

Travis

Greenwell PE



PROJECT ROLE:

Geotechnical

YEARS OF EXPERIENCE:

11

EDUCATION:

BS, Civil Engineering (2012)

University of Kentucky

Lexington, KY

REGISTRATIONS:

KY Professional Engineer

Travis is a Geotechnical Engineer with experience in the evaluation and analysis of various infrastructure, and the design and construction of civil engineering projects. His responsibilities on projects include planning and coordinating geotechnical investigations and laboratory testing programs, conducting field drilling efforts, and performing slope stability and seepage analyses. Travis is experienced in various drilling techniques and methods, as well as geotechnical laboratory testing methods for soils, concrete and rock. He is well-versed in construction means and methods as well as implementing quality control (QC) and quality management plans (QMP). He has experience with foundation improvement theories, technologies, and methods of implementation. Travis has experience with various slope stability and drafting software, including GeoStudio and AutoCAD.

PROJECT EXPERIENCE

**Locks 2 and 3 Upper Guide Wall Repairs | Lockport and
Pleasureville, KY | Project Engineer**

Travis provided engineering services including design, permitting support, bid phase assistance, and engineering during construction services for the planned renovation of Locks 2 and 3 on the Kentucky River. Travis was responsible for the development of General and Supplementary Conditions and Technical Specifications along with the engineer's estimated construction cost opinion. He also assisted with development of the construction drawings and bid support services for the duration of the project.

Green River Lock and Dam No. 3 Renovation | Rochester, KY | Project Engineer

Travis was the Project Engineer for the planned renovation of Green River's Lock and Dam No. 3, supporting design and permitting, and providing bid phase assistance and engineering services during construction. The design facilitated in-the-wet construction methods, with localized dewatering for certain elements. The design also included a sheet pile wall and grout bags to reduce leakage through the dam and provide a consistent crest elevation, several reinforced concrete weirs and a bulkhead wall to secure the pool at high-risk areas along the water barrier, and many public safety improvements such as signage and security cabling along the lock walls.

Travis was also responsible for the development of General Conditions and Technical Specifications. He assisted with development of construction drawings and construction cost opinion for the renovation. During construction, he performed resident CQA observation tasks for the dewatering of the existing lock chamber and construction of the concrete bulkhead wall.

Adam
Garner PE



PROJECT ROLE:
Hydrology & Hydraulics
YEARS OF EXPERIENCE:
6

EDUCATION:
BS, Biosystems Engineering
(2015)
University of Kentucky
Lexington, KY

REGISTRATIONS:
KY Professional Engineer

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

PROJECT EXPERIENCE

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

Adam served as project and design engineer for multiple projects within Lexington, KY. Tasks included development of front-end documents, including technical specifications, KYTC and EEC permitting, opinion of probable construction cost (OPCC), and plan/profile drawings. Performed hydrologic and hydraulic calculations and analysis for various applications using PC-SWMM, ArcGIS, and other hydraulic software applications and

spreadsheets. Developed project deliverables and design drawings as part of finalization and issuance for construction. Projects worked on in Lexington included Wilson Downing Improvements, Alumni Drive Stream Restoration, Woodfield Detention Pond, Clemens Heights, and Gayle Drive Improvements.

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

Engineer and designer for numerous clients' riverine hydraulics projects. Performed multiple analyses for navigable and named waterways, from watershed delineation and regression analysis to unsteady modeling simulations of entire reaches. Software applications included ArcGIS, WinTR-55, PC-SWMM, HEC-HMS, and HEC-RAS. HEC-RAS modeling included implementation of HEC-HMS data and both steady and unsteady simulations. Projects also included development of runoff parameters, comparison and calibration of elevations and discharges to historical data, and inundation limits. Projects worked on included Ecorse Creek in Michigan, Washington County streams in New York, and Masterson Station Drive in Lexington, KY.

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

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

Rich Newton PLS



PROJECT ROLE:
Land Surveying

YEARS OF EXPERIENCE:
30

EDUCATION:
BS, Environmental
Science/Ecology
Morehead State University
Morehead, KY

REGISTRATIONS:
KY Professional Land Surveyor

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

PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

Lexington Watershed Creek Survey (FEMA Appendix M Requirements)

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

Ellen Mullins



PROJECT ROLE:

Environmental Permitting,
Botanist, & Plant Specialist

YEARS OF EXPERIENCE:

13

EDUCATION:

BS, Forestry (2011)
University of Kentucky
Lexington, KY

MS, Forestry (2015)
Mississippi State University
Starkville, MS

Non-Degree Graduate Student
Eastern Kentucky University
Richmond, KY (2014)

REGISTRATIONS:

KY Professional Engineer

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

PROJECT EXPERIENCE

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

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

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

Ellen was a KDOW Section Lead and technical scientific advisor for the §401 Water Quality Certification (WQC) program evaluating certification applications for compliance with existing state and federal regulations. She conducted compliance, monitoring, and pre-certification site visits of

proposed and on-going activities as well as evaluated incidental compliance/ Notice of Violations (NOV). Effectively communicated with the public and internal staff about review processes and submittal timelines. Actively managed 56 compliance monitoring projects that required annual report submittals. Several projects were focused in the Fayette County area, including Cross Keys Park Restoration, Coldstream/Cane Run Restoration & Adjacent Bank Stabilization Project, and monitoring/final release of Vaughns Branch Restoration on Picadome Golf Course. Other relevant projects include stream restoration and riffle construction for Romanza Johnson Park, USACE's Barren River Lock & Dam No. 1 removal, and USACE's Green River Lock & Dam No. 5 removal, all in Barren County, KY.

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

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

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

2. Capacity of Project Team

The Stantec community unites approximately 26,000 employees working in over 400 locations across six continents. Stantec's Lexington-based team of 259 employees has continuously partnered with Lexington-Fayette Urban County Government (LFUCG) many times over the past two decades. Our engineers, planners and scientists provide professional design and consulting services in water, wastewater, stormwater, green infrastructure, and environmental sciences for public, private, and federal clients.

As a recognized expert in the industry, Stantec has provided leadership in the planning, design, and construction management of countless dam removal and stream restoration projects. Our ideal combination of experience and local know-how verifies we are aware of local challenges and can access local resources to solve them. You will benefit from our well-rounded and integrated team that operates seamlessly to meet challenges and create solutions. We're committed to delivering custom solutions that best meet your schedule, budget, and, most importantly, your goals for restoring West Hickman Creek.



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

Dedicated Personnel

Due to the short project duration, the risk presented by loss of key personnel is small, but possible. Stantec incorporates succession planning into our annual employee performance review discussions. Our deep bench of local professionals combined with Stantec's vast resources worldwide will allow us to smoothly backfill positions without schedule impacts should we lose any of the key individuals identified in the organizational chart.

While succession planning is important, we work hard to promote a culture where good people stick around. Stantec's office boast an annual voluntary turnover rate lower than the national average for comparable engineering firms, in fact:

- Our Client Services Manager, Jason Maxwell, has spent his entire career with Stantec (17 years).
- Project Manager Sam Lee is completing his 8th year with Stantec.
- We've maintained an office in Lexington since 1966.

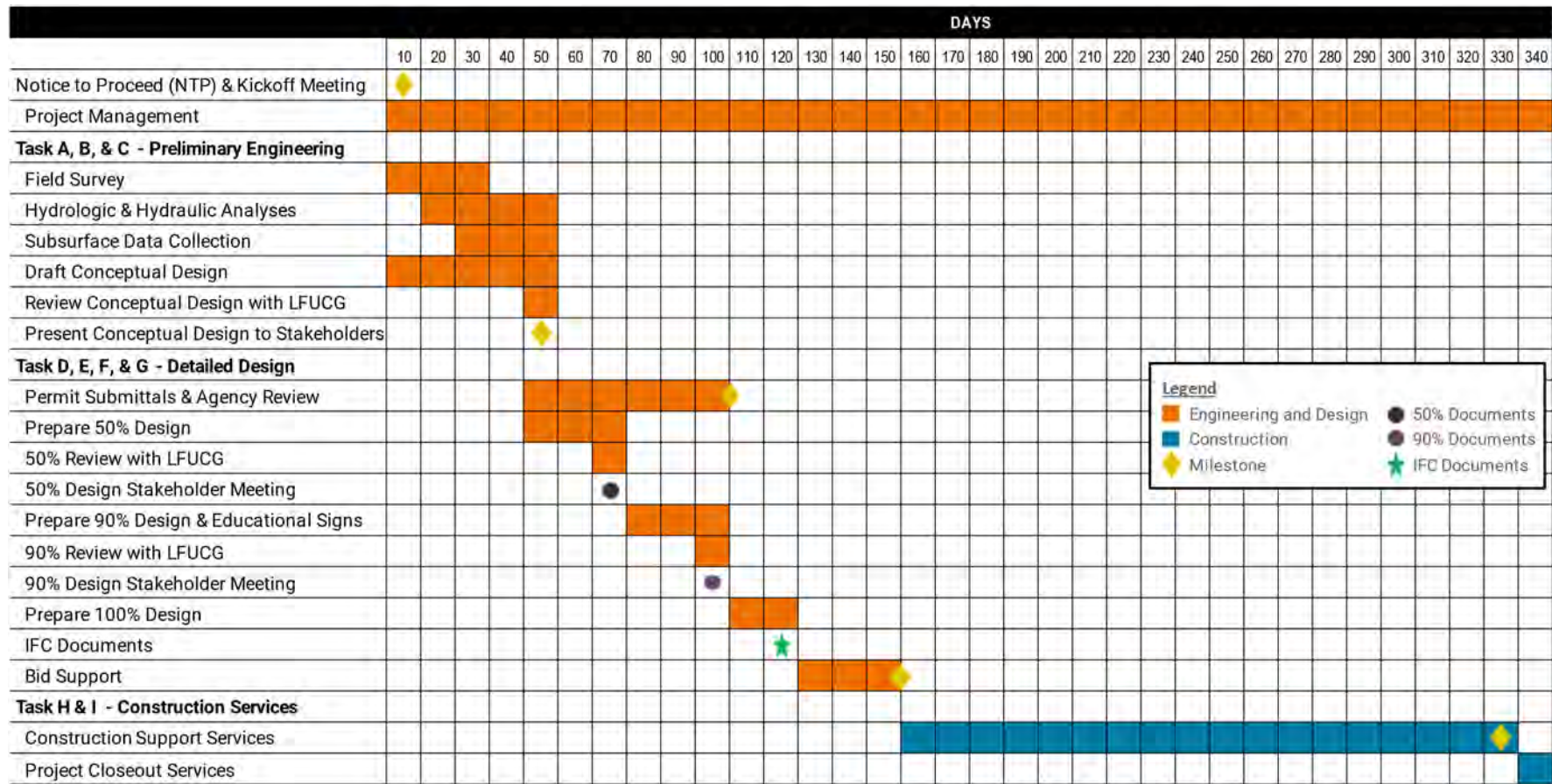
Project Success

We have included three similar projects successfully completed by the proposed project team members in Section 3.

Schedule

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

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



*Note Construction duration assumed 180 days per RFP

3. Past Record and Performance

Our Team has a successful track record working together and completing projects similar to those identified in your RFP. This first-hand experience, along with the chemistry that the Team has built up over the years, will be unmatched when the work begins and will contribute to the success of the project. To aid in your evaluation, look through the matrix below. It compares the key elements in your scope of services to our reference projects detailed on the subsequent pages.

KEY SERVICES	LFUCG GREENWAYS	LFUCG INCENTIVE GRANTS	WEST MILTON DAM REMOVAL
Low Head Dam Removal	■		■
Ridgewater/Stantec Partnership	■	■	■
Stream Restoration/Habitat Creation	■	■	■
Environmental Permitting Considerations	■	■	■
Educational Components	■	■	■
Geotechnical Design	■	■	■
Preliminary and Detailed Hydraulic Design	■	■	■
Preparation of Bidding and Contract Documents	■	■	■
Cost Estimating	■	■	■
Bid/Construction Phase Support	■	■	■

Past Record of Performance with LFUCG

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 programs with LFUCG in improving the Lexington community: the Greenways Program, the Water Quality Incentive Grant Projects, and the Stormwater Indefinite Services. Our performance on those projects can be readily used to forecast our anticipated performance on the improvements to West Hickman Creek and Veterans Park. The table below 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.

PROJECT NAME	BUDGET PERFORMANCE	SCHEDULE PERFORMANCE
Various Greenways Projects	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion. • Schedule efficiency greatly improved with Project Team familiarity and consistent communication.
Water Quality Incentive Grants	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion.
Stormwater Indefinite Services	<ul style="list-style-type: none"> • Completed all task orders at or below established budgets. • Maintained client's budget over a timespan of numerous years. • No consultant-initiated change orders. 	<ul style="list-style-type: none"> • No late delivery on any project deliverables and maintained schedule through construction and project completion.



Relevance:

Solutions for eroding streambanks, habitat creation, 401/404 permitting, and environmental remediation.

Project Team:

Ridgewater & Stantec

Project Location:

Fayette County, KY

Various LFUCG Greenways Projects

The Project Team has a long-standing relationship with LFUCG’s Division of Environmental Services (DES) to complete stream-focused improvements along the City’s Greenways. The Project Team completed the project elements necessary to construct the projects: feasibility studies to evaluate potential options, completing design calculations and construction drawings, and successful construction execution (completed by Ridgewater).

Gayle Drive Streambank Stabilization: The Eastland Park Tributary to North Elkhorn Creek was experiencing severe erosion and loss of bank. If unimproved, the erosion could have destabilized the existing sanitary sewer infrastructure running adjacent to the stream. Streambank losses also encroached on an adjacent property, raising serious safety concerns as the homeowner’s yard was slowly eroding over time. This Project successfully stabilized approximately 600 linear feet of streambank along the Eastland Park Tributary.

Furlong Drive Greenway: The Furlong Drive Greenway is the result of property acquisition of an area often impacted by flooding. Wolf Run Creek is constricted by the Beacon Hill Road bridge, inundating the approximately 3-acre Greenway area. The Project Team completed a robust feasibility study focused on balancing water quality improvements, large flood event attenuation, and public access.

Veterans Park Low Head Dam: West Hickman Creek has completely bypassed an existing low head dam near Veterans Park. The stream’s flowline has migrated nearly 60 feet east, eroding and undercutting the Creek’s left descending bank. This presents considerable water quality concerns (mobilizing sediment to be deposited downstream) and public access (safety issues with park visitors walking on undercut and eroded stream banks). Stantec and Ridgewater completed a feasibility study to remove this low head dam, stabilize eroded banks, and improve stream access.

PROJECT TAKE-AWAYS Karst will change the project execution – a nearly 10-foot deep fracture in the bedrock was discovered during construction of the Gayle Drive streambank stabilization. Ridgewater filled-in the fracture with coarse material during construction.



Relevance:

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

Project Team:

Ridgewater & Stantec

Project Location:

Lexington, KY

Water Quality Incentive Grant Projects

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

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

- **Kentucky American Water Richmond Road Station** – approximately 1,000 linear feet of stream restoration and prevention of sedimentation in the below reservoir.
- **University of Kentucky Streams:** restoration of approximately 600 linear feet of streams on campus using multiple restoration techniques, including the Alumni Drive Stream restoration.
- **Lexmark:** feasibility study across the entire campus, design of a rainwater harvesting system, and in-stream trash collection prototype constructed.
- **Greyline Station:** design and construction of a rainwater harvesting system and stormwater BMPs at a renewed community market.
- **Woodfield Neighborhood Association Bank Stabilization:** restoration, plantings, rock-toe protection, and outlet structure improvements at the retention pond along Tates Creek Road.
- **Fayette County Public Schools:** systemwide feasibility study and assessment of schoolgrounds for prioritization and implementation of stormwater BMPs.

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



Relevance:

Low head dam removal, 401/404 and environmental permitting, stream improvements, preparation of construction documents

Project Team:

Ridgewater & Stantec

Project Location:

West Milton, OH

West Milton Dam Removal and River Improvements

The Stillwater River in Ohio is designated as a scenic river as part of the river preservation movement beginning in 1968. Unfortunately, the 13-foot tall and 3,050-foot long West Milton dam was impounding 11,600 feet of the river and impairing the aquatic macroinvertebrate environment. The dam also restricted passage of other aquatic species as well as human navigation. The Ohio Environmental Protection Agency (OEPA) concluded the low-head structure was deficient and needed repairs to meet dam safety standards. When the OEPA recommended removal, the Village of West Milton agreed and hired Stantec to design the project.

Stantec assisted with project pre-planning, conducting the field studies necessary to begin design, and attaining regulatory approvals. These included topographic, geomorphic, bathymetric, aquatic resources, mussel, rare plant, and archaeological/historical surveys.

Stantec and Ridgewater then completed a phased design for removal of the dam, prepared Section 404 and Section 401 Clean Water Act permits, and coordinated with USFWS and Ohio SHPO to receive the required approvals.

Ridgewater was hired to provide the demolition and construction services. A constructed riffle was installed in place of the dam, which provided grade control and created aquatic habitat. Other in-stream structures included boulder and wood toes. Current monitoring of the river post-removal indicates the system is making a speedy recovery after a century of impoundment.

PROJECT TAKE-AWAYS A phased and cohesive approach to dam removal will result in minimal disturbance to the waterway, as well as an expedited demolition and construction schedule.

Client References

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

CLIENT	CONTACT INFORMATION	PROJECT NAME(S)*
Lexington-Fayette Urban County Government (LFUCG)	Demetria Kimball Mehlhorn Program Manager Sr. – Division of Environmental Services (859) 425-2554 dkimball@lexingtonky.gov	<ul style="list-style-type: none"> • LFUCG Greenways Program
	Frank H. Mabson Jr. Program Manager Sr. – f Division of Water Quality (859) 367-4942 fmabson@lexingtonky.gov	<ul style="list-style-type: none"> • LFUCG Stormwater Quality Projects Incentive Grant Program
	Charles Martin, PE Director – Division of Water Quality (859) 425-2455 chmartin@lexingtonky.gov	<ul style="list-style-type: none"> • Sanitary Sewer Assessments, System Capacity Assurance Consultant, and Remedial Measures Plan Development • Watershed Team 4 Wastewater Design
	Greg Lubeck, PE Deputy Director – Division of Water Quality (859) 258-3448 glubeck@lexingtonky.gov	<ul style="list-style-type: none"> • Stormwater Indefinite Services Program
Village of West Milton, OH	Matthew Kline City Manager – City of West Milton (937) 698-1500 hall@westmiltonohio.gov	<ul style="list-style-type: none"> • Village of West Milton Low Head Dam Removal (joint-funded project with Ohio River Foundation)
Ohio River Foundation	Rich Cogen Executive Director – Ohio River Foundation (513)-460-3365 rcogen@ohioriverfdn.org	<ul style="list-style-type: none"> • Village of West Milton Low Head Dam Removal • Various Low Head Dam Removal Projects

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

4. Local Employment

We will execute work on this contract from our Lexington office, which is staffed with more than 250 professionals. The table below note the locations of the named individuals in our Organizational Chart presented in Section 3 and information about each firm's local office. Our Project Team is located in (or near) Lexington. That means that LFUCG will benefit from:



Stantec's Lexington office at 3052 Beaumont Centre Circle

- Ready access to our key team members.
- An engineering team with a solid understanding of Lexington's streams, your technical requirements, and has establish positive working relationships with LFUCG staff.
- A trusted partner with a vested interest in this project. We are eager to complete detailed design of a project we've dreamed upon since our Feasibility Study was completed in 2020. We live and work here too and want to help you deliver a successful outcome!

INDIVIDUAL	ROLE ON PROJECT	FIRM	LOCATION
Jason Maxwell, PE	Client Services Manager	Stantec	Lexington, KY
Sam Lee, PE	Project Manager	Stantec	Lexington, KY
Eric Dawalt, PE	Hydrogeology, Geomorphology, & Constructability	Ridgewater	Winchester, KY
Travis Greenwell, PE	Geotechnical	Stantec	Lexington, KY
Adam Garner, PE	Hydrology & Hydraulics	Stantec	Lexington, KY
Rich Newton, PLS	Land Surveying	Vision*	Lexington, KY
Ellen Mullins	Environmental Permitting, Botanist/Plant Specialist	Stantec	Lexington, KY

** Vision Engineering will be our Minority Business Enterprise partner for this project.*

5. Estimated Cost of Services

We agree with the USDA Rural Development Utility Program Fee Guide as shown in the Fee Table below.

Task	Fee (Lump Sum)
Task A – Project Kick-Off & Data Collection	\$ 2,016.00
Task B – Existing Conditions	\$ 22,624.00
Task C – Conceptual Design	\$ 5,437.00
Task D – Design & Construction Documents	\$ 35,239.00
Task E – Permitting ¹	\$ 16,084.00
Task F – Meetings	\$ 15,250.00
Task G – Public Education	\$ 2,362.00
Task H – Bidding Services	\$ 2,568.00
Task I – Construction Administration	\$ 3,556.00
<i>Additional Public Meeting(s)</i>	<i>\$ 954.00</i>
<i>Number of Geotech Borings Proposed (included in Task B)</i>	<i>6</i>
<i>Cost per Geotech Boring²</i>	<i>\$ 780.00</i>
<i>Cost for FEMA No Rise/CLOMR/LOMR</i>	<i>\$ 25,000</i>

TOTAL DESIGN FEE	\$ 106,090
ASSUMED CONSTRUCTION COST	\$ 1,238,910
DESIGN FEE % CONSTRUCTION COST	8.86 %
TOTAL PROJECT BUDGET	\$ 1,345,000

The following were assumed in this Fee Table:

- 1) Project Permits include the Section 404 Permit of the Clean Water Act (US Army Corps of Engineers), Section 401 Water Quality Certification (Kentucky Division of Water), Section 7 Endangered Species, Section 106 National Historic Preservation Act, KPDES General Permit for Stormwater Discharges, and the LFUCG Floodplain Special Use and Land Disturbance Permit. The Section 404 Permit is assumed to be a nationwide permit (NWP), while the Section 401 is assumed to be an individual permit.
- 2) Subsurface exploration will be completed via test pit soundings to locate underlying bedrock and document investigative findings. No laboratory testing is included.

ATTACHMENTS

Required Forms

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Jason Maxwell Title: Principal

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

Email address: jason.maxwell@stantec.com

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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



Signature

04/28/2023

Date

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

J.C. [Signature]

STATE OF Kentucky

COUNTY OF Fayette

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

by Jason Maxwell on this the 28th day
of April, 2023

My Commission expires: August 25, 2026

Rita W Sartori
NOTARY PUBLIC, STATE AT LARGE
KYNP56324



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

Stantec Consulting Services Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Stantec Consulting Services Inc.

SEE ATTACHED

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

Prepared by: Lori Van Dermark **Date:** 3 / 16 / 23
 Information Team Lead, Marketing *(Name and Title)*

Revised 2015-Dec-15

CO= L357814

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

CONSOLIDATED REPORT

U= L357814

SECTION B - COMPANY IDENTIFICATION

1. STANTEC
61 COMMERCIAL STREET
ROCHESTER, NY 14614

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

c. EIN= 112167170

SECTION C - TEST FOR FILING REQUIREMENT

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

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330 - Engineering Services

SECTION D - EMPLOYMENT DATA

Table with columns for Job Categories, Hispanic or Latino (Male/Female), Not-Hispanic or Latino (Male/Female), and Overall Totals. Rows include Executive/Sr Officials & Mgrs, First/Mid Officials & Mgrs, Professionals, Technicians, Sales Workers, Administrative Support, Craft Workers, Operatives, Laborers & Helpers, Service Workers, and a Total row.

SECTION F - REMARKS

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

SECTION G - CERTIFICATION

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

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

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



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 13-2023

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


MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150 Jihad Hallany 859-559-0516 jhallany@visionengr.com	MBE	Survey	\$10,609	10%
2.				
3.				
4.				

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

Stantec Consulting Services Inc.

Company
 04/28/2023

Date

Jason Maxwell 

Company Representative
 Principal

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 13-2023

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Vision Engineering, LLC 128 East Reynolds Rd. Ste. 150	Jihad Hallany	859-559-0516 jhallany@visionengr.com	4/20/2023	survey	Phone, email	\$10,609	AS	

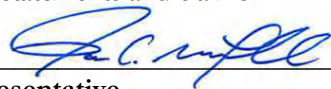
(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Stantec Consulting Services Inc.

Company
 04/28/2023

Date

Jason Maxwell 

Company Representative

Principal

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2023

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Stantec Consulting Services Inc.

Company
04/28/2023

Date

Jason Maxwell



Company Representative
Principal

Title

From: [Lee, Samuel \(Lexington\)](#)
To: connie@saltrivereng.com
Cc: [Maxwell, Jason](#)
Subject: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:01:00
Attachments: [Scope Packet \(002\).pdf](#)

Connie – we're responding to this RFP – project includes a low head dam removal and some instream habitat creation along West Hickman Creek in Lexington's Veterans Park. We'd like to get SRE as part of Stantec's team for the LFUCG 3% VOSB goal, possibly with the 401/404 permitting assistance (identify wetlands, floodplains, cultural significance of the low head dam, etc.). Some notes:

- Proposal due Friday 4/21 @2pm
- Competitive submittal with 30% price-based. We wrote the feasibility study for the initial work.
- 100% KIA-grant funded, one of the 1st we've seen through the COVID Recovery Act
- We'd submit permits about 100 days after NTP, about mid August 2023. We'd look for SRE's scope to be done May – August 2023
- Attached the scope

Let me know if you're interested – we'd need a 1-pg resume and some basic firm info (No. employees, office location, year established). My Cell is below

Thanks! - Sam

Sam Lee PE
Senior Water Resources Engineer
859-475-8140
samuel.lee2@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

From: [Connie Allen](#)
To: [Lee, Samuel \(Lexington\)](#)
Cc: [Maxwell, Jason](#)
Subject: Re: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:26:11

Sam,
Thanks for thinking of me, but I haven't any availability this summer—actually likely through the end of the year.
Good luck to you!

On Apr 17, 2023, at 12:02, Lee, Samuel (Lexington)
<Samuel.Lee2@stantec.com> wrote:

<Scope Packet (002).pdf>

Connie Lea Allen, PE, CCM
Salt River Engineering
connie@saltrivereng.com
859-321-1911 cell
859-734-2334 office

Caution: This email originated from outside of Stantec. Please take extra precaution.

Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

From: [Lee, Samuel \(Lexington\)](#)
To: garrett@lone-camel.com
Cc: [Maxwell, Jason](#)
Subject: LFUCG RFP#13-2023 West Hickman Creek Veterans Park WQ Improvement Project
Date: Monday, April 17, 2023 12:06:00
Attachments: [Scope Packet \(002\).pdf](#)

Garrett – we’re responding to this RFP – project includes a low head dam removal and some instream habitat creation along West Hickman Creek in Lexington’s Veterans Park. We’d like to get Lone Camel as part of Stantec’s team for the LFUCG 3% VOSB goal, possibly with the 401/404 permitting assistance (identify wetlands, floodplains, cultural significance of the low head dam, etc.). Some notes:

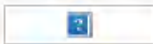
- Proposal due Friday 4/21 @2pm
- Competitive submittal with 30% price-based. We wrote the feasibility study for the initial work.
- 100% KIA-grant funded, one of the 1st we’ve seen through the COVID Recovery Act
- We’d submit permits about 100 days after NTP, about mid August 2023. We’d look for your scope to be done May – August 2023
- Attached the scope

Let me know if you’re interested – we’d need a 1-pg resume and some basic firm info (No. employees, office location, year established). My Cell is below

Thanks! - Sam

Sam Lee PE
Senior Water Resources Engineer
859-475-8140
samuel.lee2@stantec.com

Stantec
3052 Beaumont Centre Circle
Lexington KY 40513-1703



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

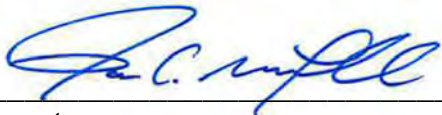
B. At Will Termination

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

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

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

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



Signature

04/28/2023

Date

MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #13-2023

Date: April 18, 2023

Subject: West Hickman Creek Veterans Park WQ Improvement Project

Address inquiries to:
Brian Marcum
Brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

The deadline to submit on this Request for Proposals has been extended until April 28, 2023 at 2:00 PM EST.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

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

SIGNATURE OF BIDDER: 

