

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 1st, 2026, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Strand Associates, Inc.® (CONSULTANT). OWNER intends to proceed with the project as described in the attached Exhibit A, “RFP #40-2025 Engineering Services for Stormwater Indefinite Services” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A “RFP #40-2025 Engineering Services for Stormwater Indefinite Services” (including Addendums 1 and 2), and attached Exhibit B the “Proposal of Engineering Services and Related Matters” (the CONSULTANT’s response to RFP #40-2025).

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

- 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 give (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.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1.** The **OWNER** may desire to have the **CONSULTANT** perform or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such services shall be considered as "Extra Services," subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Services 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 service shall be considered as "Extra Services" and shall be paid as such.
- 2.2.** All "Extra Services" 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 Services 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 important in the performance of this Agreement.
- 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 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 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 and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope

of services, fee, and schedule for performance of the services. Individual task orders shall be of the form included in **EXHIBIT A**.

- 5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT B** or as amended in accordance with provisions therein.
- 5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said services. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

- 5.2.1.** **CONSULTANT** shall submit monthly statements for Basic Services and Extra Services 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 services 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 services performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the services, based upon dollar value of the services. 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 Services

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- 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 negligent 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 services 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), and to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused 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. The obligation of defense shall be to the extent of **CONSULTANT**'s negligence.

- 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 services; 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 services 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 Services Office Form CA 0001)	combined single, (Insurance \$1 million per occurrence
Professional Liability	\$1 million per claim, \$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 General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- e. 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).
- f. **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.
- g. 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**.
- h. 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 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** related to its services.

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 and B** 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**

STRAND ASSOCIATES, INC.®

BY: *Linda Gorton*
LINDA GORTON, MAYOR

BY: *Joseph M. Bunker* 4/23/26
JOSEPH M. BUNKER
CORPORATE SECRETARY

ATTEST:

Deputy *Mackenzie Jack*
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Joseph M. Bunker,
Corporate Secretary, as the duly authorized representative for and on behalf of Strand Associates, Inc.®,
on this the 23 day of April, 2026.

My commission expires: July 20, 2029.

Laura Elizabeth Roberts
NOTARY PUBLIC



EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP#40-2025



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #40-2025 Engineering Services for Stormwater Indefinite Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 28th, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals. **An non-mandatory pre-proposal meeting will be held on January 14th at 10:00 am at Division of Water Quality, 125 Lisle Industrial Road, Lexington, KY 40511.**

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the

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

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not
be limited to the following:
 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The contractor will send to each labor union or representative of workers with which he has a

collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 1. *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
 2. *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section*

3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
4. *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

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

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

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

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
-
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

SELECTION CRITERIA:

- A. Overall expertise of the project in project category; 5 Points
- B. Overall expertise of the team members in project category; 15 Points
- C. Past Performance in the project category: 20 Points
- D. Project Manager Qualifications; 20 Points
- E. Risk Management Plan; 10 Points
- F. Office Status and location of employees, please provide the percentage of work to be performed by team members that are within the Bluegrass ADD area: 20 Points
- G. Hourly Rates; 10 Points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE _____

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:
Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal:

Complete Address:

Street

City

Zip

Contact Name:

Title:

Telephone Number:

Fax Number:

Email address:

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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

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

Company

Company Representative

Date

Title



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

ATTACHMENT A – SMALL and DISADVANTAGED, MINORITY-, WOMEN-, and VETERAN-OWNED BUSINESS OUTREACH PLAN

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

**Scope of Services
Request for Qualifications (RFQ) and Hourly Rates for
Professional Engineering Services**

1. Background

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for stormwater improvements along with other stormwater infrastructure projects. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalification of firms will be followed by solicitations of design fee quotes for specific projects from select firms. Approval of consultants' prequalification does not constitute a guarantee of being awarded projects at any point in the future; there will be no guarantee of work for any firm or firms. Selected consultants will be pre-qualified for stormwater management projects, and the maximum numbers of firms that will be prequalified in this process is as follows

In addition, DWQ and other divisions of LFUCG undertake additional stormwater management projects as needed.

Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities - maximum number of firms-6

Engineering services for other projects such as stormwater quality capital improvements shall be solicited in a separate procurement.

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

2. Contract Type and Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract (**Attachment 2**, Engineering Services Agreement). Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in approved Task Orders. Only the approval of project-specific Task Orders shall constitute a notice to proceed on specific projects.

The projects will use the Task Order form found in **Attachment 3**.

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

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of awarded LFUCG contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent LFUCG work have been ranked from highest value of LFUCG contracts to the lowest value of LFUCG contracts over the last 24 months. The remaining firms that have not been awarded any LFUCG contracts over the last 12 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project the three highest ranked firms will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a

man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list. All or some projects may consist of two or more "phases", including, but not limited to, initial investigation/analysis and final/detailed design. Each firm may be asked to provide a quote for each phase of a project. LFUCG realizes that providing a quote for future phases is uncertain, therefore, subsequent phase fees may be negotiated with the selected firm when the scope of work is better defined. If the negotiation results in a total fee which exceeds the next low original total fee quote, LFUCG reserves the right to have the original next 3 firms submit a quote for those phase(s).

As each firm is issued a task order for a specific project, they will then be moved to the bottom of the list, giving the next highest ranked firms the opportunity to provide quotes for the next project. As the next project is scheduled to proceed, the currently top ranked firms next on the list will be asked to submit a cost proposal for design services.

When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of task orders, and schedule compliance. Written performance evaluations shall be kept on file.

If a firm is not selected (i.e Low Bidder) after three (3) opportunities to bid on a project "consecutively" that firm will be rotated off the list of 3 and rotate to the end of the list of the 6 for when the next opportunity is available.

This contract is a one year contract with the possibility of four (4) renewals.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, stormwater and sanitary engineering services as related to the design, bidding, and construction administration of DWQ projects. The following list of professional engineering services may or may not be included in each Task Order. **All work shall be conducted** in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the current LFUCG Stormwater Manual

- Review of DWQ supplied information related to the specific project.
- Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying.
- Deed research/ easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ. DWQ will determine compensation amounts. All other easement

work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.

- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other) and responding to permit grantor's requests for additional information until permit(s) are obtained. Fees for any permits shall be included in each proposal.
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.)
- Prepare Engineer's pre-bid Opinion of Project Costs.
- Design meetings: kick-off, progress as identified in the project scope of services, final review.

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

- Conduct pre-bid conference
- Respond to questions and coordinate addenda issuance with the LFUCG Division of Central Purchasing, as necessary
- Bid review and evaluation and provide recommendation of award

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

- Contract administration
- Review and approval of shop drawings
- Responses to contractor requests for information (RFIs)
- Review and approval of pay requests and change order requests
- Preparation of Record Drawings in hard copy (reproducible) and electronic formats
- Provide Global Positioning Systems (GPS) coordinates (compatible with LFUCG's GIS System) for all constructed features in accordance with LFUCG standards
- Final Inspection and preparation of punchlist
- Project start-up and preparation of operations and maintenance manuals (pump stations) Project Certification
- Meetings - consultant will be responsible for agenda and preparation of meeting summary of
 - Pre-Construction
 - Monthly progress meetings
 - Project closeout meeting

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations of outside funding agencies, including but not limited to, Kentucky Infrastructure Authority (KIA), FEMA, USEPA, KyDOW.

4. Submittals

All SOQ's shall be submitted to LFUCG through the Division of Procurement's IONWAVE system. Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

Section

1. Letter of Transmittal (**one page maximum**)
 - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (**two pages maximum**)
 - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
 - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and Veteran Owned Business Enterprise (VBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one- page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Design Services Projects (**two pages maximum**)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion..
6. Local Office (**one page maximum**)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (**one page maximum**)
 - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

ATTACHMENT 1

LOCAL OFFICE LOCATION FORM

Project Team Location(s)

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

Notes:

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

ATTACHMENT 2

ENGINEERING SERVICES AGREEMENT

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2026, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and _____ (name & address) _____ (CONSULTANT). OWNER intends to proceed with the _____ as described in the attached Exhibit A, “RFP #40-2025 Engineering Services for Stormwater Indefinite Services” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT **must perform all duties** necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices ___ and Addendums _____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT'S response to RFP # _____), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The CONSULTANT shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The CONSULTANT shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft final work products for this PROJECT. The copies of the initial draft final reports are

submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall provide five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in

EXHIBIT D or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- 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.

ATTACHMENT 3
BLANK TASK ORDER

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR
RFP 40-2025 FOR Professional Services-
Engineering Services for Stormwater Indefinite
Services

CONSULTANT

OWNER

Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Mark Sanders
Telephone	_____	859-258-3426
Fax	_____	859-254-7787
E-Mail	_____	msanders@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP# 40-2025

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

EXHIBIT B

**PROPOSAL OF
ENGINEERING SERVICES
AND RELATED MATTERS**

Professional
Engineering
Services

Engineering
Services for
Stormwater
Indefinite
Services

RFP#40-2025

Proposal

Lexington-Fayette
Urban County
Government

January 28, 2026



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: 40-2025

Date: January 14, 2026

Subject: **Consulting Services for Design and Construction Administration**

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-Proposal sign in sheets attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Strand Associates, Inc.

ADDRESS: 651 Perimeter Drive, Suite 220, Lexington, KY 40517

SIGNATURE OF BIDDER:



Preproposal
January 14, 2026

CONTACT INFORMATION

NAME	Present	EMAIL	TELEPHONE	REPRESENTING
JACK MADGUS	✓	jmadgus@nrenginc.com	304-382-4576	NEW RIVER ENGE
JOHN STEINMETZ	✓	JSTEINMETZ@BANKSENGINEERING.NET		BANKS ENGI
JASON MAXWELL	✓	jason.maxwell@stantec.com	859-422-3005	STANTEC
ADAM GARNER	✓	adam.garner@stantec.com	859-285-8622	STANTEC
Daniel Rehner	✓	drehner@tenaffirm.com	859-519-8577	Tened
JEFF GARRISON	✓	jgarrison@tenaffirm.com	859-585-8029	Tened
NORTH ELLIS	✓	wellis@hazenandspencer.com	512-751-0126	HAZEN
SETH BRADLEY	✓	sbradley@hazenandspencer.com	859-286-1267	HAZEN
Jeremy Duncan	✓	Jduncan@hkbell.com	859-536-8159	Bell
Megan Hogan	✓	mhogan@hkbell.com	(859) 979-2019	Bell
Herb Demeter	✓	herb.demeter@tele-tech.com	859 619 8584	Tele Tech
ERMAN CAUDILL	✓	erman.caudill@hdrinc.com	859 629 4816	HDR
Craig Morgan	✓	cmorgan@lexingtonky.gov	859 280 3344	LFUG
Erik Merlino	✓	emerlino@lexingtonky.gov	425-2568	LFUG
Katie Beard	✓	Katie.beard@primeng.com	859-305-8433	PRIME
Stephanie Blain	✓	stblain@palmett.net	864-355-1352	Palmett

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #2

RFP Number: 40-2025

Date: January 14, 2026

Subject: **Engineering Services for Stormwater Indefinite Services**

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

Correcting the subject name to the correct request for proposals title.

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: Strand Associates, Inc.

ADDRESS: 651 Perimeter Drive, Suite 220, Lexington, KY 40517

SIGNATURE OF BIDDER:





ADDENDUM #3

RFP Number: 40-2025

Date: January 21, 2026

Subject: **Engineering Services for Stormwater Indefinite Services**

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

Project Manager Requirements

- **Demonstrated timely and effective communication and responsiveness** to regulatory agencies (such as DWQ) and clients, supported by historical references, past performance records, or verifiable examples from similar stormwater projects.
- **Strong technical expertise** in stormwater engineering, including the ability to oversee technical staff, perform thorough QA/QC reviews of drawings, specifications, and hydraulic/hydrologic modeling to identify and correct errors before submittal to DWQ or regulatory authorities.
- **Proven experience in public engagement**, including preparing for and delivering clear, effective presentations at public meetings or stakeholder sessions related to stormwater projects.
- **Extensive project management leadership** (must have relevant experience with at least three projects over last five years) on comparable stormwater related projects, with evidence of proactively guiding projects to successful completion (e.g., maintaining schedules, scopes, and budgets) independently of heavy reliance from client/regulatory staff direction.
- **Hands-on commitment to field verification and quality control**, including walking sites with draft plans to identify utility conflicts, minimize surface/curb disturbance, spot



missing obstacles, and ensure constructability — demonstrated through relevant examples from recent projects.

Hourly Rates

Please provide hourly rates for the following classifications:

- a) Clerical/Assistant
- b) Technician/Draftsman/AutoCad Tech
- c) Project Manger
- d) Project Engineer
- e) President/Vice President/Sr. Manager/Owner

We will place the hourly rates in Ionwave please provide in your proposal documents and same pricing in Ionwave. These will be used for evaluation purposes.

In Section 2. Contract Type and Contracting Process

Omit portion

All or some projects may consist of two or more "phases", including, but not limited to, initial investigation/analysis and final/detailed design. Each firm may be asked to provide a quote for each phase of a project. LFUCG realizes that providing a quote for future phases is uncertain, therefore, subsequent phase fees may be negotiated with the selected firm when the scope of work is better defined. If the negotiation results in a total fee which exceeds the next low original total fee quote, LFUCG reserves the right to have the original next 3 firms submit a quote for those phase(s).

Replace with

All projects shall commence with Phase 1: Preliminary Engineering Report, which will investigate the issues or situations identified in the Scope of Services and evaluate potential solutions. The purpose of the Phase 1 report is to identify and assess feasible alternatives. Progression to subsequent phases—Phase 2: Final Design and Phase 3: Construction Management—is contingent upon the identification of at least one viable solution that is both technically practical and economically feasible, as determined in the Phase 1 report. Accordingly, fees for Phase 2 and Phase 3 services will be negotiated separately at that time with the selected consultant (the winning proposer from Phase 1)."

Additional questions have been answered in Ionwave.





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: Strand Associates, Inc.

ADDRESS: 651 Perimeter Drive, Suite 220, Lexington, KY 40517

SIGNATURE OF BIDDER: 



1. TRANSMITTAL

LETTER



Strand Associates, Inc.®

651 Perimeter Drive, Suite 220

Lexington, KY 40517

(P) 859.225.8500

www.strand.com

January 28, 2026

Mr. Brian Marcum, Senior Buyer
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Re: Proposal for RFP #40-2025 Engineering Services for Stormwater Indefinite Services

Dear Mr. Marcum:

Thank you for the opportunity to submit this proposal for the above referenced project. By Selecting Strand Associates, Inc.® for the RFP #40-2025 Engineering Services for Stormwater Indefinite Services, we are confident that **Our Experienced Approach to Project Development will Fulfill the Community's Stormwater Project Needs**. Listed below are major factors that support this statement and demonstrates our Team's ability to meet your specific needs.

- **Previous Experience Strengthens Understanding Required to Address Stormwater-Related Needs**
- **Comprehensive Stormwater Management Capabilities Bring Confidence in Delivering Effective Community Solutions**
- **Interactive Public Engagement Approach Fosters Support for Community Buy-in**
- **Experienced Project Manager and Technical Resources Provide the Specialized Experience to Serve LFUCG's Wide Range of Project Needs**
- **References with Satisfied Stormwater Clients Showcase Strand's Ability to Help Clients Succeed through Excellence in Engineering**
- **Strand's DBE Subconsultant Plan Achieves LFUCG's Participation Goal**
- **Strand's 58+ Years of Local Service to LFUCG Demonstrates our Commitment to Successful Completion**

The enclosed proposal outlines how these factors will benefit the City and result in successfully delivered Stormwater Projects. Thank you again and we look forward to the opportunity to continue our service on behalf of the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.®

Steven Vogel, P.E.
Project Manager

P260.064/SBV/adg

2. FIRM

QUALIFICATIONS



Firm Qualifications

Strand’s Experienced Approach to Project Development will Fulfill the Community’s Stormwater Project Needs



Southland Park Stormwater Control Basin – Lexington, KY

From master planning to design and construction, our local office staff has been actively engaged with problem solving for stormwater-related concerns for over 50 years and counting. Having seen firsthand the impact of growth in this community on our drainage systems, we are keenly aware of the sensitivities involved with planning and designing stormwater solutions that work. To this point, members of our Project Team have been responsible for development of comprehensive Capital Improvements Plans that have been tested through implementation of recommended improvements. The working knowledge we have gained through our history of service to this community allows us to help LFUCG make highly informed infrastructure investment decisions that will help enhance community benefits.

Experienced Management Team Brings Versatility to Skillsets Required for Varied Challenges to Stormwater Projects

Strand’s Management Team and key personnel includes individuals with diverse backgrounds that enable us to effectively tailor a delivery team to meet a given project’s specific needs. We propose to utilize this approach since our experience with local stormwater issues recognizes the diverse range of potential stormwater challenges which could include among others:

- Structure flood mitigation requiring performance-based solutions.
- Modifications and upgrades to large culvert systems.
- Improvements to collection and conveyance systems in congested corridors.
- Neighborhood flood abatement efforts requiring heightened public involvement.
- Watershed-sensitive environments requiring a holistic solutions-based approach.

By building a delivery team with key personnel whose skillsets match the needs of a given project, we can most efficiently and effectively meet the community’s stormwater needs.

Client History and Related References Provide Further Confirmation of Stormwater Expertise and Ability to Meet Client’s Needs

In addition to working extensively with LFUCG on a variety of project types, we have had the opportunity to serve many major clients in this region for stormwater-related needs including: SD1 of Northern Ky, Louisville MSD, Cincinnati MSD, Bowling Green, Kentucky Finance and Administration Cabinet, area universities, and other central KY communities to name a few. Strand’s achievements include award winning stormwater control systems, stormwater master plans utilized in guiding capital improvements programs, and assistance with flood mitigation and floodplain management concerns. You are encouraged to contact our references to further document our quality, commitment, and to reinforce your confidence in our ability to address your specific stormwater needs.



Gatton Park on the Town Branch – Lexington, KY

Previous Experience Strengthens Understanding Required to Address Stormwater-Related Needs

With many competing program needs and an ever-expanding funding gap between infrastructure spending capacity and public expectations, our Team understands the importance of leveraging stormwater investment. Having well-documented experience that ranges from Capital Improvements Program development to implementation of flood abatement projects, our Team brings a cost-benefit mindset to this program initiative. As no two stormwater projects are alike, our Team credentials are testimony to the nimble approach often required for successful project outcomes.



Wellington Development Box Culvert – Lexington, KY

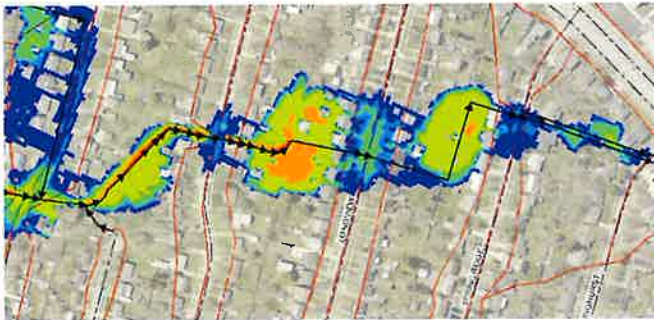
Our services on the previous Stormwater Indefinite Services contract included the Cane Run Bank Stabilization project, Priority Project Evaluation, Meadowthorpe Stormwater Improvements Phases 1 and 2, Municipal Recycling Facility Water Quality Improvements, and the Idle Hour Stormwater Improvements project. We have also worked with the city on



other notable projects like LFUCG’s Town Branch Commons, LFUCG’s Downtown Streetscape Improvements, and National Development Council’s Wellington Stormwater Management Program which are examples of projects with significant stormwater improvement benefits under challenging circumstances. Similarly, our work to expedite completion of the Appomattox Road Culvert Replacement and Edgelawn Regional Detention Basin in North Lexington are small neighborhood project examples, but with important community benefits. To these successful conclusions, we are committed to positive outcomes on all projects large and small.

Strand’s Stormwater Modeling Capabilities Bring Confidence to Buy-in and Right-Sizing of Performance Based Improvement Options

With the ever-increasing scrutiny and public interest on stormwater flooding issues, Strand has developed a proven approach to project delivery through its applied technical methods. One example involves the creative use of modeling platforms such as XPSWMM 2D, which enables us to leverage the graphical interface this tool offers. This method allows us to visually communicate the extents of documented historical flood events using LiDAR mapping in contrast to improvement options that highlight an actual benefit.



XPSWMM 2D-Flood Inundation Mapping, Southland Area Stormwater Drainage Project – Lexington, KY

This proven method has been honed through completion of many large-scale master planning and flood mitigation initiatives. To this end, Strand brings extensive working knowledge with numerous modeling tools that enable us to develop right-sized solutions that enhance available client funding allocations including:

- Hydrologic Modeling – Using computer programs such as HydroCAD, HEC-HMS, GeoHECHMS, TR-20, and TR-55 to estimate peak stormwater discharges and runoff volumes for various storm events.
- Floodplain and Streamflow Modeling – Using computer programs such as HEC2, HEC-RAS, GeoHECRAS, and DAMBRK to estimate flood elevations, depths, and velocities for planning and design.
- Urban Drainage System Analysis and Design – Using computer programs such as Hydraflow, XPSWMM, OpenRoads Drainage, and StormCAD to analyze, assess, and design urban storm sewer systems, stormwater detention basins, and other typical urban drainage facilities.

Interactive Public Engagement Approach Fosters Support for Community Buy-in

Emphasis on public engagement is a hallmark of Strand’s approach with stormwater-related project undertakings. The importance of this activity is highlighted by the need to first understand the nature of the problem before advancing speculation on potential solutions. This is essential on two distinct fronts, the first of which is respecting the affected party and their concerns followed by the need to carefully manage expectations for the eventual outcome. This requires direct communication with the affected party and stakeholders in learning firsthand their accounts of flooding and other concerns. A prime example of this process at work was Strand’s role on behalf of HealthFirst Bluegrass for its Southland Drive Campus. Members of our team participated in seven public meetings including work sessions with Friends of Wolf Run (FOWR), to foster understanding of each party’s challenges and needs. FOWR’s Ken Cooke said it best when he publicly endorsed the fully implemented green campus site design as a successful collaboration.



Health First Green Infrastructure and Stormwater Management Project – Lexington, KY

3. PROJECT

TEAM



Project Team

Experienced Project Manager and Technical Resources Provide the Specialized Experience to Serve LFUCG’s Wide Range of Project Needs

Our Project Team offers the complete range of engineering capabilities needed for the many technical challenges that could potentially arise through this infrastructure program. Steven Vogel, P.E., was selected to serve as our project manager based on his extensive experience and familiarity with program-oriented drainage improvements initiatives. As Project Manager for the previous Stormwater Indefinite Services contract along with other projects for LFUCG, he has been instrumental in framing the overall implementation strategy for stormwater improvements initiatives. Steve consistently demonstrates a holistic perspective to applied problem solving with his proven focus on leveraged benefits for the client’s infrastructure investment.

Our Team is further supported by locally based engineers, technicians, and strategically selected teaming partners with years of experience involving stormwater-related projects. The primary individuals listed in the organizational chart below will serve in key leadership positions responsible for guiding and directing other team members throughout the course of project delivery. *Resumes for key personnel follow within this section.*

SUBCONSULTANT PARTICIPATION

Our Project Team is supported by the added local technical resources provided by S&ME, Inc., Third Rock Consultants, LLC, and Element Design, Inc. respectively for geotechnical engineering, environmental analysis, and site restoration services. Strand is no stranger to this group, having collaborated with each firm on many past similar projects including the previous Stormwater Indefinite Services contract. Third Rock Consultants and Element also provide our Team with DBE subcontracting opportunities in line with LFUCG’s 10% participation goal. Our Project Management Team will work closely with each subconsultant firm to fulfill the specialized services they bring to bear on behalf of LFUCG for this project. With LFUCG’s approval, Strand is also prepared to include additional DBE subconsultant firms as project assignments required to meet LFUCG’s participant goal.

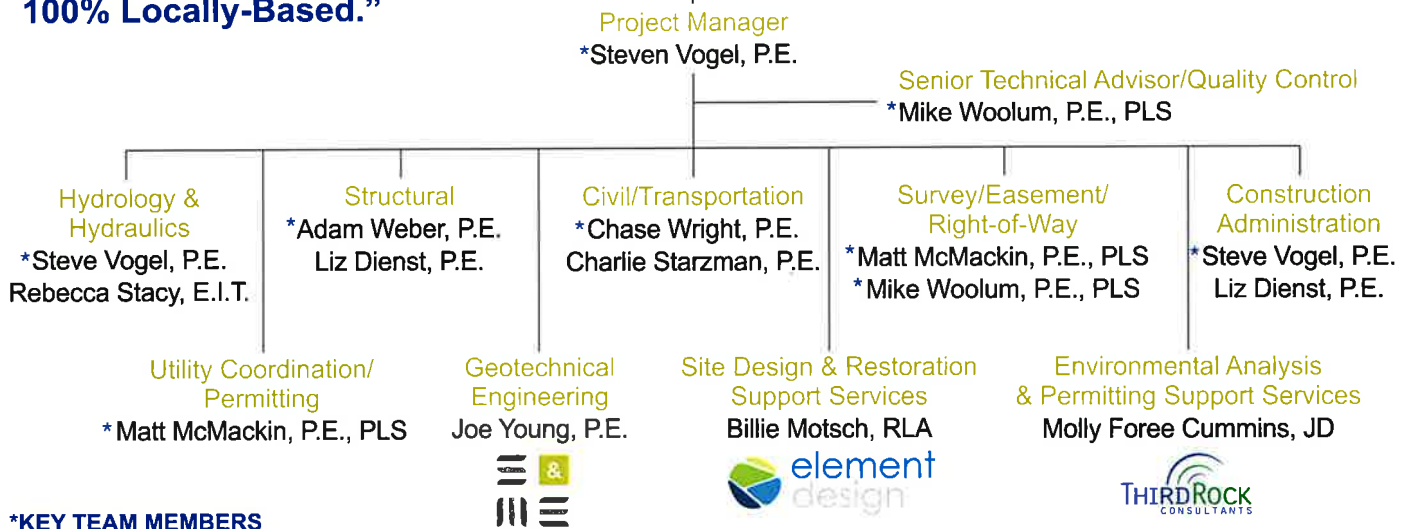
PROJECT STAFFING RISK MANAGEMENT PLAN

Strand’s Risk Management Plan and past project history demonstrate a strong commitment to staffing continuity. Strand’s Project Staffing Risk Management Plan is anchored by a carefully developed delivery approach founded on principles of shared leadership responsibility and continuity of technical resources. Upon initiation of each Strand project, a Project Management Plan is prepared that outlines project objectives, responsibilities and deliverable requirements supported by a well-defined staff assignment-accountability system. Each major service area includes a primary lead team member and equally capable backup person who can fill the project management role if ever needed. We also have other locally based staff who are capable of providing additional support as this contract may require.

“The Strand Team is 100% Locally-Based.”



LEXINGTON



***KEY TEAM MEMBERS**



TEAM EXPERIENCE MATRIX

PROJECT EXAMPLES	KEY TEAM MEMBERS					PROJECT RELATED EXPERIENCE ATTRIBUTES										
<p><i>“Experience Matrix Validates Team’s Credentials for Every Anticipated Need.”</i></p>	Steven Vogel, P.E.	Mike Woolum, P.E., PLS	Matt McMackin, P.E., PLS	Adam Weber, P.E.	Chase Wright, P.E.	Planning/Civil-Site Design	Hydraulics/Hydrology/Modeling	Pipe-Open Channel Analysis	Surveying/Utility Coordination	Stream Restoration/Permitting (401/404)	Detention Basin Analysis/Design	Special Structure Inspection/Design	Easement Development/ROW Acquisition	Sustainable Solutions	Construction Administration	
	Cane Run Bank Stabilization – Lexington, KY	•	•	•	•		✓	✓	✓	✓	✓			✓	✓	✓
	Priority Projects Evaluation – Lexington, KY	•	•				✓			✓			✓			
	Meadowthorpe Stormwater Improvements Phases 1 & 2 – Lexington, KY	•	•			•	✓	✓	✓	✓						✓
	Municipal Recycling Center Water Quality Improvements – Lexington, KY	•	•	•	•	•	✓	✓	✓	✓		✓	✓		✓	✓
	Idle Hour Stormwater Improvements – Lexington, KY	•		•			✓	✓	✓	✓		✓	✓			✓
	Gatton Park on the Town Branch – Lexington, KY	•	•	•	•	•	✓	✓	✓	✓	✓		✓	✓	✓	✓
	Chestnut Street Stormwater Improvements – Bowling Green, KY	•	•	•	•	•	✓	✓	✓	✓			✓			
	Southland Area Master Plan – Lexington, KY	•	•				✓	✓	✓			✓	✓		✓	
	Lexington Convention Center Expansion – Lexington, KY	•	•		•	•	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Paducah Comprehensive Stormwater Master Plan – Paducah, KY	•	•				✓	✓	✓	✓		✓	✓		✓	
	UK College Way Parking Lot, Phase 1, 2, and 3 – Lexington, KY	•	•	•	•	•	✓	✓	✓	✓		✓	✓		✓	✓
	WGPL Drainage Improvements – Lexington, KY	•	•		•		✓	✓	✓	✓		✓	✓		✓	
	Town Branch Commons – Lexington, KY	•	•	•	•	•	✓	✓	✓	✓			✓	✓	✓	
	Asset Management Program – Georgetown, KY		•	•	•		✓		✓	✓			✓			
	North Broadway (US 27) Underpass/Drainage Improvements – Lexington, KY	•	•	•	•	•	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	Newport Drainage Improvements – Ft. Wright, KY	•	•		•		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Steven Vogel, P.E.

Project Manager/Hydrology & Hydraulics/
Construction Administration



EDUCATION
B.S. Civil Engineering –
University of Kentucky,
Lexington, 2005

M.S. Secondary Education –
University of Kentucky,
Lexington, 2011

REGISTRATION
Professional Engineer in Kentucky
No. 32001

Steve has 21 years of applied experience as a professional engineer and certified educator, having a strong emphasis in the area of stormwater management. In addition to general civil engineering core capabilities, his background includes hydrologic and hydraulic modeling, stormwater management systems analysis and design, floodplain analysis and preparation of FEMA CLOMR/LOMR requests and local, state, and federal permitting for compliance with environmental regulatory requirements. Steve possesses very capable working knowledge of various modeling platforms including XPSWMM, HydroCAD, HEC-RAS, HEC-HMS, DAMBRK, and HY8 among others. Following is a summary of Steve’s applicable expertise.

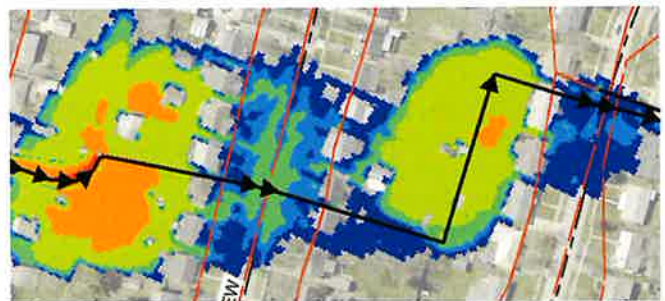
- Project Management Experience with a wide variety of stormwater management projects for all phases of project development including planning, design, bidding and construction-related services as well as support for large scale programmatic efforts.
- Facilities Design Experience includes open channel and closed system conveyance, flood control, flood pump station and levee systems, and spillway designs for small detention basins to large scale hazard rated structures up to 32 feet in height.
- Public Involvement Capabilities includes professionally facilitated workshops and public meetings with crafted presentations designed to promote feedback objectives.

Steve’s qualifications exceed the Project Manager requirements for **three projects in the past five years**. In addition to projects listed below, his credentials include significant involvement with design and/or construction of over 100 stormwater related projects.



Relevant Experience

- **Gatton Park on the Town Branch, Lexington, KY** – Served as the deputy project manager for Strand’s scope which included the city’s planning and zoning process, stream restoration, roadway and pedestrian access improvements, building and attached cover of the stage including structural, mechanical, electrical, and plumbing. Steve was also the Civil Engineering Lead for the stream restoration that included revitalization of the natural stream course with associated BMPs designed to improve in-stream water quality for base flow conditions. It also included permitting and outreach with local, state, and federal agencies including Historic Preservation, Kentucky Division of Water, and the US Army Corps of Engineers. Project Cost: \$38 Million
- **Meadowthorpe Stormwater Improvements, Phases 1&2, Lexington, KY** – Project manager for the study of the existing stormwater system and development of infrastructure improvements to address ponding at intersections following rainfall and snowmelt. Roadway repaving interrupted the original gutter conveyance design creating low points at intersections along a frequently-used route from the neighborhood to the elementary school. Water collected in these low points would frequently freeze during winter months, creating unsafe conditions. The infrastructure improvements included a small diameter conveyance system with strategically placed inlets to allow them to drain.
- **WGPL Southland Area Drainage Study, Lexington-Fayette Urban County Government, Lexington, KY** Deputy Project Manager and H&H modeler for study of the Southland Drive area drainage system. Using XPSWMM 2D, Steve led development of alternatives for the eight delineated project areas comprising the recently completed \$9 million Master Plan, including subsequent implementation of the first project phase for the WGPL Drainage Improvements Project.



- **Comprehensive Stormwater Master Plan, City of Paducah, KY** – Deputy Project Manager for a community-wide stormwater master plan involving urban area and riverine watersheds with a complex flood pump station and levee system. Using XPSWMM 2D, Steve facilitated an extensive public involvement and stakeholder outreach campaign designed to inform development of a \$42 million Capital Improvements Plan for flood mitigation alternatives to be implemented in this community with over 1,000 flood affected structures.



Mike Woolum, P.E., PLS
Senior Technical Advisor and Quality Control



EDUCATION
 B.S. Civil Engineering –
 University of Kentucky,
 Lexington, 1983

REGISTRATION
 Professional Engineer in Kentucky
 No. 15347
 Professional Land Surveyor in
 Kentucky – No. 2937

Mike brings over 42 years of related project experience in the civil/municipal engineering field with an emphasis in stormwater management and regulatory matters. His stormwater-related credentials include leadership with comprehensive master planning initiatives involving hydrologic and hydraulic analysis for large urban watersheds and development of capital improvement plans with implementation strategies to support advancement of flood abatement and water quality enhancement programs.

His urban stormwater design experience includes large-scale conveyance systems, stormwater detention facilities integrated with water quality best management practices, as well as floodplain management assistance to local community participants in the FEMA National Flood Insurance Program. Mike is also a recognized resource for community asset management initiatives where has assisted clientele with program development and integration with ongoing MS4 related initiatives including completion of feasibility studies for dedicated funding streams that support these program needs. Mike’s resume also includes significant involvement with design and construction of over 100 stormwater management control facilities and miles of conveyance systems.

Relative Experience

- **US27 North Broadway, Lexington, KY** – As project manager for this complex improvement project, Mike is leading a diverse project team in design of roadway improvements to eliminate railroad underpass flooding and improve bridge clearance, coupled with objectives to decrease traffic congestion at the US 27 intersection with New Circle Road (KY 4). To evaluate these competing objectives, the approach included a detailed hydrologic and hydraulic analysis of the watershed and storm sewer system. Alternative storm sewer outfall locations were studied and sized to keep the hydraulic grade line within the storm sewer system by relocating the outfall downstream along Cane Run Creek as a boundary condition with a 100-year design storm for storm sewer sizing. The result minimized impact to the existing rail line, facilitating clearance needs for the new railroad bridge with substantial cost savings to the project.
- **Lexington Convention Center Expansion, Lexington, KY** Principal-In-Charge for site civil-related elements in support of this major renovation and expansion project involving site

utilities, drainage-related box culvert upgrades for Town Branch Creek, and a 36-inch sanitary trunk relocation. Scope included extensive utility investigations and analysis of sag area drainage condition plus relocations and upgrades for storm and sanitary sewer service to the existing High Street parking lot for its future redevelopment.

- **Comprehensive Stormwater Master Plan, Paducah, KY**
 As Strand’s firm principal in charge of this important community initiative, Mike led a comprehensive planning effort to address repetitive flooding that has been experienced in this Ohio River City of 35,000 people. The study encompassed five watersheds covering 34 sq miles including significant areas of the city that are floodwall and/or levee protected with flood pumping stations. The project included extensive XPSWMM- 2d modeling evaluations in developing solutions for 23 problem areas that were consolidated into priority project areas for CIP development. The 7 priority projects totaled \$42 million in estimated scope and were validated through detailed benefit-cost analyses that demonstrated a positive return on investment through the reduction and elimination of repetitive flood losses for 289 flood prone homes.
- **Liberty Road KY 1927, Lexington, KY** – Mike is serving as Project Manager for this 1.2-mile rural two-lane roadway upgrade to a 5-lane urban section along a highly developed residential corridor. This \$12 million roadway project includes a significant effort to mitigate increased roadway runoff discharged into FEMA floodplain constrained downstream neighborhoods. The project also included needs to improve capacity at the busy New Circle Road intersection at Liberty. To accomplish this objective Mike oversaw completion of a traffic analysis to evaluate implementation of a dual left turn lane to increase mainline green time. This evaluation also considered innovative intersections including quadrant roadways and a bowtie intersection arrangement to facilitate full displacement of left turns at this intersection.
- **Woodlawn Creek Watershed Study and Newport Drainage Improvements, City of Newport, KY** – Project Manager for comprehensive 2500-acre watershed study and design of compensatory flood mitigation improvements for City of Newport and SD1 of N. KY. Project included design of 32-foot high earthen dam with large drop inlet structure and 14 ft x 10 ft box culvert spillway system in combination with an early warning system for this Class “C” high hazard structure. Two additional storage projects were developed and implemented within the watershed to fulfill the mitigation requirement.





Matt McMackin, P.E., PLS
Survey, Easement, ROW, Utility Coordination,
and Permitting



EDUCATION

M.S. Civil Engineering –
 The Ohio State University, 2013
 B.S. Civil Engineering –
 The Ohio State University, 2011

REGISTRATION

Professional Engineer in Kentucky
 No. 32903
 Professional Land Surveyor in
 Kentucky – No. 4494

Matt brings 13 years of applied experience in the civil/municipal engineering field with added emphasis in the area of community planning. His experience includes a wide variety of project types including urban and rural roadway grading and drainage systems design, multi-modal transportation planning and infrastructure design. He also brings relevant experience with data collection and management tools that are augmented by geographic information systems (GIS) analysis. His credentials also include recognition as a pre-qualified right-of-way acquisition agent with the Kentucky Transportation Cabinet where he has supported ROW acquisition needs on highway improvement projects throughout Central Kentucky.

In addition to data collection, another facet of Matt’s capabilities includes field surveying where he brings experience in conducting boundary and topographic surveys utilizing both conventional and GPS equipment. He is seasoned in completing other related surveying activities such as PVA deed research and construction staking. He routinely assists with preparation of legal descriptions and record plats and brings working knowledge with LFUCG’s requirements for easement and right-of-development in conjunction with project delivery.

Relative Experience

- **Holmes Street Corridor, Frankfort, KY** – Matt is the lead project engineer and right of way agent for this two-mile Complete Street reconstruction project along High and Holmes Streets in downtown Frankfort. The opportunities for multimodal improvements along the corridor are constrained by narrow rights-of-way, difficult grades, and small lot sizes, making limiting right-of-way impacts and utilization of existing easements critical to the constructability of the project.



- **Second Street (US 60) Corridor “Complete Street” Improvements, Frankfort, KY** – Matt managed survey, design, and right of way service elements for this \$8M USDOT TIGER funded urban roadway “complete street” reconstruction initiative on US 60. The project also included upgrades to the city’s combined sewer system which required extensive outreach and field visits with utility providers to identify potential conflicts. He also prepared acquisition documents and was able to acquire all necessary right-of-way and easements with no condemnation.



- **US 25/West Main Street Streetscape, City of Richmond, KY** – Lead Project Engineer for development of a corridor master plan and Phase 1 design for urban roadway reconstruction and integrated multiuse path along West Main Street (US 25) in downtown Richmond. His role included utility coordination and design of storm sewer system replacements and upgrades to improve roadway drainage with accompanying intersection grading designs to eliminate ponding and improve ADA accessibility.
- **Stormwater Asset Management Program, City of Georgetown, KY** – Field Investigator and Survey Lead in support of asset management data collection activities for this community-wide program initiative. Efforts included field training of other Strand personnel with use of GPS data collection equipment and protocols for quality control and data integrity. The field inventories include structure condition assessments that are intelligently linked with NAASCO Certified pipe inspections and uploaded into the Cityworks Asset Management platform for operations personnel.
- **Town Branch Trail Phase 6, Lexington-Fayette Urban County Government, Lexington, KY** – Project Engineer for final phase of this \$4M TIGER funded roadway improvements and shared use path that connects suburbs and the Distillery District to downtown Lexington. Efforts included data collection to support evaluation of stream and culvert impacts and to facilitate HEC-RAS analysis of open channel segments of Town Branch Creek. The analysis was used to develop routing alternatives for the replacement culvert and creek channel crossings.



Chase Wright, P.E.
Civil and Transportation



EDUCATION

B.S. Civil Engineering –
 University of Kentucky,
 Lexington, 2007

REGISTRATION

Professional Engineer in Kentucky
 No. 28373

Chase brings more than 19 years of relevant project experience in civil/ municipal engineering and stormwater management related field where he has served public and private sector clientele and various state agencies. He is routinely involved in all aspects of project development from conceptual studies and master plans to final completion of construction documents and construction-related support services.

Relative Experience

- **Second Street (US 60) Corridor “Complete Street” Improvements, Frankfort, KY** – Chase served as the Project Manager and Design Engineer for this \$8 Million corridor reconstruction. The project included a corridor traffic analysis to reduce underutilized travel lanes to accommodate enhanced bicycle and pedestrian facilities. The project includes complete corridor reconstruction, ADA accessibility improvements, new roadway lighting, removal of two existing signals and replacement of three other signalized intersections, separation of storm and sanitary sewer, and streetscape enhancements.
- **Holmes Street Corridor, Frankfort, KY** – Chase is serving as the Project Manager for the final design and supported the City of Frankfort with the recently awarded \$21 million Neighborhood Access and Equity federal grant. The project is a 2-mile Complete Street reconstruction along High Street and Holmes Streets in downtown Frankfort.
- **US27 North Broadway, Lexington, KY** – Chase is serving as the lead design engineer for this project to upgrade the existing rural roadway typical section to an urban section. His efforts include alternative analysis, drainage, cross sections, utility relocation reviews, maintenance of traffic and constructability reviews. He has also studied and developed strategies for bicycle and pedestrian improvements to incorporate a multi-use path and mid-block crossing for the underserved population of this area who rely on bus transportation.
- **Gatton Park Public Access Improvements, Lexington, KY** Chase served as lead transportation engineer for the \$40 million park project in downtown Lexington. The transportation improvements include two mini-roundabouts, speed tables on High Street in front of Rupp Arena, and an accessible grade separated entry for bicyclists and pedestrians.

Adam Weber, P.E.
Structural



EDUCATION

B.S. Civil Engineering (Structural Eng.) Minor in Environmental Engineering, Rose-Hulman Institute of Technology, 2000

REGISTRATION

Professional Engineer in Kentucky
 No. 25057

Adam has 26 years of experience in structural design for various state transportation departments and municipalities. His primary duties include design and constructability review for retaining walls, structural design of roadway bridges, pedestrian bridges, retaining structures, and sign bridges; and development of aesthetic details and surface treatments for bridge railings, abutments, wingwalls, and retaining walls.

Relative Experience

- **Bridging Kentucky Program Initiative, Various, KY** Adam served as Strand’s Structures Team Lead for this KYTC program in which Strand delivered 29 bridge replacement projects over a 9-month period. Adam was responsible for structural design or quality control for all the structure replacements performed by Strand in accordance with the program guidelines. His specific responsibilities included attendance at the Project Site Assessments, preliminary layout and design, final design and estimate, and coordination with the various other disciplines.
- **Stormwater Asset Management, City of Georgetown, KY** – As Structural Engineering Lead Adam established the structure condition assessment protocol to be followed for sub-basin assessment and mapping of stormwater infrastructure for the City’s asset management program. This included standard criteria for identification of immediate repair needs and recommendations for continued maintenance of assets.
- **Newport Drainage Improvements and Woodlawn Creek Watershed Study, City of Newport, KY**– Senior Advisor for the design of large 20-foot high gated overflow drop inlet spillway and 14-ft x 10-ft reinforced concrete box culvert system which serves as the principal spillway. The 32-ft high earthen embankment and 43 ac-ft of storage helped mitigate flooding for 13 downstream properties as part of a watershed-based flood mitigation initiative.
- **Appomattox Road, Lexington-Fayette Urban County Government, Lexington, KY** – Project Manager and Structural Engineer for this fast track roadway and structure replacement project over Wolf Run Creek. Responsibilities included coordination for the relocation of multiple utilities, and outreach with the Friends of Wolf Run Advocacy Group resulting in selection of a preferred alternative to construct a three-sided culvert to minimize stream impacts.

4. LIST OF CLIENTS FOR WHICH SIMILAR

WORK HAS BEEN PERFORMED



Clients for Which Similar Work has Been Performed

References with Satisfied Stormwater Clients Showcase Strand's Ability to Help Clients Succeed through Excellence in Engineering

1) Mark Sanders, P.E.
Lexington-Fayette Urban County Government
Lexington, KY
(859) 258-3426
msanders@lexingtonky.gov

Similar Projects:

- WGPL Drainage Improvements
- Southland Area Stormwater Master Plan
- Meadowthorpe Stormwater Improvements

2) W. Douglas Burton, P.E.
Director, Division of Engineering
Lexington-Fayette Urban County Government
(859) 258-3410
wdburton@lexingtonky.gov

Similar Projects:

- West Main St. Local Area Drainage Study
- Lexington Convention Center Drainage Improvements
- Town Branch Culvert Evaluation

3) Lauren Meighan, P.E.
Kentucky Transportation Cabinet, District 7
Lexington, KY
(859) 246-2355
lauren.meighan@ky.gov

Similar Projects:

- North Broadway (US 27) Underpass/Drainage Improvements (7-412.00)
- Liberty Road Corridor Improvements (7-8902.00)
- New Circle Road ROW Acquisition (7-366.00)
- Newtown Pike ROW Acquisition (7-593.20)

4) Jim Gibson
Sanitation District No. 1 of Northern KY
Fort Wright, KY
(859) 578-6882
jgibson@sd1.org

Similar Projects:

- Newport Drainage Improvements
- Woodlawn Creek Watershed Study
- Silver Grove Storm Sewer Separation

5) Scott Bowles, P.E.
Capital Project Management
University of Kentucky
(859) 963-8230
scott.bowles@uky.edu

Similar Projects:

- Scott Street Parking Lot
- College Way Parking and Drainage Improvements
- College Way West Expansion
- Shively Parking Lot Reconstruction

6) Eddie Hightower, P.E., City Engineer
City of Georgetown
(502) 863-9800
eddie.hightower@georgetownky.gov

Similar Projects:

- Stormwater Asset Management Program
- Community Stormwater Master Plan
- City Hall Parking Lot and Drainage Improvements
- S. Broadway Drainage Improvements Preliminary Engineering Report

5. LIST OF SIMILAR DESIGN

SERVICES PROJECTS



List of Similar Design Services Projects

Previous Experience Demonstrates Understanding Required to Address Varied Stormwater Related Project Needs

Strand has served LFUCG and other state and local governments on a broad range of stormwater-related projects over these last 50+ years. Services provided include planning, design, permitting, and construction-related support for various projects including roadway, neighborhood drainage, flood abatement, channel restoration, flood control, and infrastructure rehabilitation, calling on all disciplines of engineering with our in-house resources. In addition, members of our Team are recognized for their innovative approaches in solving challenging stormwater problems with both structural and non-structural systems, including award winning experience on flood control dams and application of green infrastructure solutions. Our experience with LFUCG is testimony to this fact including notable accomplishments with the Southland Park Stormwater Control Basins, Meadowthorpe Stormwater Improvements, Cane Run Bank Stabilization, and Town Branch Commons, among others.

Through supporting LFUCG with the stormwater management related needs associated with LFUCG’s Remedial Measures Plan (RMP), the Southland Area Stormwater Masterplan, and previous Stormwater Indefinite Services contact, our Team’s capabilities and familiarity with local flooding problems are well suited to address the varied challenges and conditions that exist. Our project listing and Team’s experience includes specialized capabilities in the following key areas of consideration:

- Easements and Rights-of-Way Acquisition
- Public Involvement
- Stormwater Management Control Basins
- Open Channels and Closed Pipe Conveyance Systems
- CIP and Pre-Cast Structural Systems
- Utility Coordination, Avoidance, and Relocations
- FEMA CLOMR/LOMR
- Environmental Permitting (401/404)
- Aesthetics and Local Context
- Landscape Restoration

Our Project Team includes individuals who not only bring working knowledge of LFUCG’s drainage infrastructure realm, but professionals who also possess rare skills in administering construction contracts with high public expectations. *The table on the following page outlines a select listing of stormwater-related projects that highlight our credentials to serve LFUCG’s needs for stormwater-related projects.*



WGPL Water Quality Basin – Lexington, KY



Gatton Park on the Town Branch – Lexington, KY



Cane Run Bank Stabilization (Before/After) – Lexington, KY

List of Similar Design Services Projects

PROJECT NAME	DATE	SERVICES PROVIDED	RELEVANT PROJECT ELEMENTS	CONSTRUCTION COST
Cane Run Bank Stabilization Lexington-Fayette Urban County Government Lexington, KY	2022	Complete Planning, Design, Bidding and Construction-related Services	<ul style="list-style-type: none"> Evaluation of alternatives to stabilize banks along Cane Run underneath the Ciliation Boulevard bridge. Coordination with US Geological Survey for the removal and replacement of a stream gage. Permitting through 401/404 for floodplain impacts and KYTC for encroachment into state right-of-way. 	\$143,700
Priority Projects Evaluation (82.83, 84.85) Lexington-Fayette Urban County Government Lexington, KY	2021	Planning Related Services including Field Reconnaissance, Photo Documentation, and Public Outreach	<ul style="list-style-type: none"> Field reconnaissance and photo documentation of existing conditions related to four projects on the priority projects list. Development, distribution, collection, and evaluation of a stormwater survey in the area surrounding the projects. Developed recommendations for whether projects were still recommended based on findings. 	\$31,700 (fee only)
Meadowhorse Stormwater Improvements Phases 1 & 2 Lexington-Fayette Urban County Government Lexington, KY	2024/ 2025	Complete Planning, Design, Bidding and Construction-related Services	<ul style="list-style-type: none"> Evaluation of the existing stormwater system capacity and performance. Preparation of design and construction documents for 1,315 LF of small diameter conveyance system and 10 inlets. Delivered in two separate contracts with the first being a public bid and the second using the city's unit price contract. 	\$564,200 (Phase 1) \$281,500 (Phase 2)
Municipal Recycling Center Water Quality Improvements Lexington-Fayette Urban County Government Lexington, KY	Ongoing	Complete Planning, Design, Bidding and Construction-related Services	<ul style="list-style-type: none"> Evaluation of existing conditions and development of alternative approaches for stormwater collection. Incorporation of subgrade mitigation and reinforced heavy-duty concrete pavement replacement. Development of special design to improve runoff collection and debris capture needed for the facility. 	\$379,200
Idle Hour Stormwater Improvements Lexington-Fayette Urban County Government Lexington, KY	Ongoing	Existing Conditions Analysis and Alternatives Development	<ul style="list-style-type: none"> Development of a hydrologic and hydraulic model to identify existing constraints and develop alternatives. 	\$41,700 (fee only)
Gatton Park on the Town Branch Gatton Park and Conservancy Lexington, KY	2025	Planning, Design, Bidding and Construction-related Services	<ul style="list-style-type: none"> Preparation of an LFUCG grant-funded study identifying opportunities to implement water quality practices. Design and permitting for 600 LF of bank stabilization and historic wall replacement. Design of two roundabouts, roadway improvements, multipurpose building and signage, and other site elements. 	\$38,000,000
Chestnut Street Stormwater Improvements City of Bowling Green Bowling Green, KY	Ongoing	Planning-related Services including H&H Evaluation, Alternatives Development, and Design Services	<ul style="list-style-type: none"> Preparation of a hydrologic and hydraulic evaluation to determine existing system performance and alternatives sizing. Utility outreach and coordination of potential relocation requirement due to construction impacts. Design of approximately 1,740 LF of large conveyance system through an urban environment. 	\$3,500,000 (Projected)
Southland Area Master Plan Lexington-Fayette Urban County Government Lexington, KY	2018	Planning-related Services including H&H Modeling, and Alternatives Analysis and Development	<ul style="list-style-type: none"> Comprehensive analysis of the 1,675-acre watershed using XPSWMM 2D modeling techniques w/ event calibration. Assessment of flood prone areas and development of flood mitigation alternatives for 8 independent project areas. Facilitated development of capital improvement projects for integration in watershed master plan deliverable. 	\$9,030,000 (Program)
Lexington Convention Center Expansion Lexington Center Corporation Lexington, KY	2022	Planning, Design, Bidding and Construction-related Services for Site Civil Project Elements	<ul style="list-style-type: none"> Complex urban drainage study with XPSWMM 2D modeling techniques to evaluate upstream storm sewer network. 980 LF 6-ft x 4 ft pre-cast concrete box culvert designed for retrofit and future daylighting in Town Branch Park. Designed connections to existing Town Branch Culvert system incl. 900 LF 30-in storm with 120-LF 42-in bore and jack. 	\$243,000,000 (Total Project) (\$5,200,000 Civil-Site Portion)
Paducah Comprehensive Stormwater Master Plan City of Paducah Paducah, KY	2018	Planning and Preliminary Engineering-related Services	<ul style="list-style-type: none"> Community-wide stormwater master plan including development of Capital Improvements Plan & funding mechanism. XPSWMM 2D and HEC-RAS analysis of urban & riverine drainage basins incl. complex Flood PS and Levee System. Development of 10 major capital improvement projects to mitigate flooding for an estimated 250 structures. 	\$37,000,000 (Program)
College Way Parking Lots (Phase 1, 2, and 3) University of Kentucky Lexington, KY	2018/ 2019/ 2025	Complete Planning, Design, Bidding and Construction-related Services	<ul style="list-style-type: none"> 299 space Athletics facility parking expansion on south side of College Way with site drainage improvements. 1,000 LF 15-in storm sewer designed to redirect flow and mitigate private property and roadway flooding issues. 91 space parking expansion on the north side of College Way with access improvements. 	\$1,543,000
WGPL Drainage Improvements Lexington-Fayette Urban County Government Lexington, KY	2020	Planning and Design-related Services	<ul style="list-style-type: none"> Neighborhood drainage improvements design to accommodate sump pump redirects into new storm sewer system. Hydraulic analysis of storm sewer collection system and water quality basin interconnect flow diversion structure. 4,720 LF 15-in to 24-in storm sewer with special catch basin structure designs and sag area flood relief system. 	\$1,171,000
Town Branch Commons Lexington-Fayette Urban County Government Lexington, KY	2023	Planning and Design-related Services for Drainage, EPSC, and Electrical Project Elements	<ul style="list-style-type: none"> 2-mile linear park system founded on unique assemblage of stormwater management-related design features. Design of bioswales and naturalized channel systems to capture and treat and convey urban roadway drainage. Special catch basin structural retrofit designs with performance-based analysis of components for 22 bioswale areas. 	\$20,000,000 (Total Project)
Stormwater Asset Management Program City of Georgetown Georgetown, KY	2019	Comprehensive Facilities Investigations and Program Management Support Services	<ul style="list-style-type: none"> Developed comprehensive strategy for inventory and assessment of 326,000 LF storm sewer and 8,820 structures. Conducted storm sewer structure condition assessments in 12 of the City's 28 defined infrastructure sub-basin areas. Management of NASSCO Pipe condition assessment program to define budget for future Asset O&M Program. 	\$210,000 (fee only)
North Broadway (US 27) Underpass/Drainage Improvements Ky Department of Transportation - District 7 Lexington, KY	Ongoing	Phase 1 Preliminary Line and Grade Design Services	<ul style="list-style-type: none"> Detailed H&H Analysis of upper Cane Run Watershed to evaluate controlling tailwater constraint for sag area drainage. Improved roadway drainage collection system with curb and gutter cross section to eliminate inadequate ditch system. 2,450 LF of new 30-in to 34-in dia. storm sewer with relocated downstream outfall location to alleviate sag area flooding. 	\$9,900,000 (Construction) \$432,000 (fee only)
Newport Drainage Improvements Sanitation District No.1 of Northern Kentucky Pt. Wright, KY	2012	Complete Planning, Design, Bidding, and Construction-related Services	<ul style="list-style-type: none"> 32-ft-high Earthen Dam and Stormwater Control Facility with 45 ac.-ft storage in 800-acre highly urbanized watershed. 20-ft-high, 30-ft x 30-ft sq. drop box outlet structure with 14-ft x 10-ft RC box culvert spillway & stabilized exit channel. Modified Class "C" hazard rating with Field Monitored Early Warning System and Emergency Action Plan. 	\$1,476,000

6. LOCAL

OFFICE

Local Office – Attachment 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Madison, WI	1946	244	0
Local Office	Lexington, KY	1968	20	8
PM Location	Lexington, KY			
Subconsultants				
Name:	S&ME, Inc.	1973	1067	6
Service Provided	Geotechnical			
Headquarters	Raleigh, NC	1973	120	0
Local Office	Lexington, KY	1997	40	6
Name:	Third Rock Consultants, LLC	1/1/2000	18	4
Service Provided	Environmental Consulting			
Headquarters	Lexington, KY	1/1/2000	18	4
Local Office	Lexington, KY	1/1/2000	18	4
Name:	Element Design, PLLC	6/1/12 <i>(formerly M2D Design Group, which was established 4/11/08)</i>	16	3
Service Provided	Landscape Architecture			
Headquarters	Lexington, KY	6/1/12 <i>(see note above)</i>	10	3
Local Office	Lexington, KY	6/1/12 <i>(see note above)</i>	10	3

Notes:

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

From: [Vogel, Steven](#)
To: [Goodrich, Angela](#)
Subject: FW: LFUCG Stormwater ISA Proposal
Date: Wednesday, January 28, 2026 11:41:02 AM
Attachments: [image001.png](#)

From: Vogel, Steven
Sent: Tuesday, January 20, 2026 4:50 PM
To: Samuel Guy <samguy@smeinc.com>
Cc: Andrew Fiehler <afiehler@smeinc.com>
Subject: LFUCG Stormwater ISA Proposal

Sam,

Thanks for chatting with me. As I mentioned, I'm connecting you with Angela from my office. She can let you know what we will need from you all for this LFUCG Stormwater ISA proposal.

Thanks again!



Steven Vogel, P.E.

Strand Associates, Inc.®

859.225.8500 ext. 2224

steven.vogel@strand.com | www.strand.com

P.E. (KY, TN)

From: [Vogel, Steven](#)
To: [Ramona Fry](#)
Cc: [Goodrich, Angela](#)
Subject: LFUCG Stormwater ISA Proposal
Date: Tuesday, January 20, 2026 4:50:06 PM
Attachments: [image001.png](#)

Ramona,

Thanks for chatting with me. As I mentioned, I'm connecting you with Angela from my office. She can let you know what we will need from you all for this proposal.

Thanks again!



Steven Vogel, P.E.

Strand Associates, Inc.®

859.225.8500 ext. 2224

steven.vogel@strand.com | www.strand.com

P.E. (KY, TN)

From: [Vogel, Steven](#)
To: [Molly C. Foree](#)
Cc: [KY24-002_LFUCG_Wolf_Run_WBP_BMP_Design](#); [Mac Hall](#); [Goodrich, Angela](#)
Subject: RE: LFUCG Stormwater Indefinite Services
Date: Wednesday, January 21, 2026 8:00:05 AM
Attachments: [image001.png](#)

Thanks Molly!

I'm connecting you with Angela who can tell you what we need from you all. Shouldn't be too much.

Thanks again!



Steven Vogel, P.E.

Strand Associates, Inc.®

859.225.8500 ext. 2224

steven.vogel@strand.com | www.strand.com

P.E. (KY, TN)

Excellence in Engineering™

From: Molly C. Foree <mforee@thirdrockconsultants.com>
Sent: Tuesday, January 20, 2026 11:31 PM
To: Vogel, Steven <Steven.Vogel@strand.com>
Cc: [KY24-002_LFUCG_Wolf_Run_WBP_BMP_Design](#) <KY24-002_LFUCG_Wolf_Run_WBP_BMP_Design@thirdrockconsultants.com>; [Mac Hall](#) <mhall@thirdrockconsultants.com>
Subject: RE: LFUCG Stormwater Indefinite Services

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Sure thing Steve. Just tell me what you need from me.

Molly Foree Cummins, *President*
Third Rock Consultants, LLC
2526 Regency Road, Suite 180 | Lexington, Kentucky 40503
Office: (859) 977-2000 | Cell: (859) 619-8003
www.thirdrockconsultants.com

From: Vogel, Steven <Steven.Vogel@strand.com>
Sent: Tuesday, January 20, 2026 4:25 PM
To: Molly C. Foree <mforee@thirdrockconsultants.com>
Subject: LFUCG Stormwater Indefinite Services

Molly,

Just left you a message to call me but wanted to follow up with an email. We are putting together our proposal for the LFUCG Stormwater Indefinite Services contract with the city. We've been on the contract with them for the last 5 years and had you all on the team for environmental. We didn't have a project that needed you all but wanted to see if you all would agree to stay on the team with us in case we need assistance with the environmental/permitting aspects of these projects. I'm not certain it will come to anything, but I am hoping you will agree to continue with us.

If you could let me know at your earliest convenience, I would really appreciate it.

Thanks!!



Steven Vogel, P.E.

Strand Associates, Inc.®

859.225.8500 ext. 2224

steven.vogel@strand.com | www.strand.com

P.E. (KY, TN)

Excellence in Engineering™

7. DISADVANTAGED BUSINESS

ENTERPRISE INVOLVEMENT



Disadvantaged Business Enterprise Involvement

Strand's DBE Subconsultant Plan Achieves LFUCG's Participation Goal

As a firm that supports initiatives of our local government, Strand consistently endeavors to incorporate DBE participation goals in our contracting opportunities. To this end, we are fully committed to meeting LFUCG's DBE participation goal with our selected DBE subconsultants for required services and others as may be needed to fulfill this commitment. Although all other required engineering services can be provided by Strand's diverse in-house staff, we are prepared to allocate project responsibilities to additional DBE firms in meeting LFUCG's stated goal.

For this project, the Strand team includes listed support from Element Design, PLLC and Third Rock Consultants, LLC to provide essential services that augment Strand's internal capabilities. For this project they will assume responsibilities in their respective core areas of expertise in augmenting Strand's project involvement. Both Element Design and Third Rock Consultants, LLC are local WBEs. Element Design will provide Landscape Architecture services focused on site restoration and additional enhancement design services in context sensitive design locations. Third Rock Consultants will provide environmental-related services in support of permitting needs. Common among each of these subconsultant team members is a prior working relationship with Strand on many other similar related projects.

For the entirety of project services under this contract, Strand is committed to meeting or exceeding LFUCG's goal for DBE firm participation. Strand strives to achieve LFUCG's DBE and VOB participation goals and we regularly utilize DBE subconsultants as part of our project team. Strand is committed to identifying opportunities for DBE and VOB participation on a project-to-project basis in accordance with each individual project scope and its corresponding service needs.

If service opportunities are not available for a given project within the credentials listed herein for Element Design or Third Rock, Strand will attempt to reach out to other locally based preapproved DBE firms to solicit their support in meeting the participation goal. If we are unable to find local support, we will then reach out to other area DBE firms to meet the commitment.

Billie Motsch, PLA Landscape Architect



EDUCATION

B.S., Landscape Architecture, University of Kentucky, 2005

REGISTRATION

Registered Landscape Architect in KY – #498

Billie will serve the team as the Landscape Architect. Billie is a licensed Landscape Architect with nearly 20 years of

experience in planning, landscape design, and development of construction documents. She excels in client service and managing projects through the design and construction process. She is skilled in construction documentation, plant selection, and construction administration. Billie has a strong background in horticulture and landscape assessment. She is extremely knowledgeable of landscape materials and species selection. Billie also has extensive LFUCG project experience, including projects for Lexington Parks & Recreation, Division of General Services, and Division of Water Quality. She has previous experience providing landscape assessment and evaluation for stormwater mitigation projects.

Molly Foree Cummins, JD Environmental Analysis and Permitting Support



EDUCATION

B.A. in English, Honors Program, University of Kentucky (1990)
J.D., University of Kentucky, College of Law (1993)

REGISTRATION

Attorney at Law (Environmental), Kentucky Bar Association #84944

Molly has 32 years of expertise in environmental planning and analysis and her extensive

knowledge and practice of environmental law makes her active participation in projects invaluable for Third Rock clients. Molly oversees the NEPA process for all Third Rock projects to ensure quality control and has developed various levels of categorical exclusions during the project development process. She has negotiated, administered, and coordinated all work under multiple, statewide environmental on-call contracts with the Kentucky Finance and Administration Cabinet Division of Engineering and Contract Administration, Kentucky Transportation Cabinet Division of Environmental Analysis, and Tennessee Department of Transportation. Work under those contracts consisted of NEPA documentation, §404 / §401 water resource and NPDES stormwater permitting, engineering design, and a full range of technical baseline studies.

8. STATEMENT OF

HOURLY RATES

Statement of Hourly Rates

Strand's Value Added Commitment will Provide a Measured Return on Investment in Quality Engineering Services

We would welcome the opportunity to review and discuss our capabilities and proposed staffing approach in more detail and provide any supplemental information necessary to meet LFUCG's ultimate project goals and objectives. Hourly billing rates and applicable expenses for this project are summarized in the tables below.

STRAND ASSOCIATES, INC.

Position	Rates
Senior Technical Advisor (P.E.)/QC	\$340 per hour
Project Manager	\$220 per hour
Project Engineer (P.E.)	\$165 per hour
*Project Engineer (EIT)	\$145 per hour
Engineering Technician/CAD	\$125 per hour
*Survey Crew (Two-Man)	\$185 per hour
Clerical	\$95 per hour

*Additional Staff Rate Categories for Staffing Flexibility

Expected Reimbursable Expenses

Expense Name	Expense Cost
Copies	\$0.17 per copy
Color Copies	\$0.70 per copy
Wide Format Printing	\$0.50 per sq.ft/ \$2.05 per sq.ft. Mylar
Mileage	@ \$0.70 per mile
Stakes and Lath	\$0.80 per piece; 50 pieces per bundle
Computer Expense	\$16.00 per hour
Accounts Payable	@ cost
Covers and Bindings	@ cost per items used
Equipment Rental	@ cost based on rental rates
Field Expense	@ cost based on items used (paint, etc.)
Meals Expense	@ cost
Other Consultants	@ cost plus 10%
Postage/UPS	@ cost
Reimbursed Employee Expense	@ cost
Telephone	@ cost
Mileage 4-Wheel Drive Truck	@ \$0.95/Mile
Confined Space Meter (Gas Detector)	\$50 Per Day
GPS w/Cell Phone	\$325 Per Day
Robotic Total Station	\$220 Per Day
Tripod/Winch	\$150 Per Day

ELEMENT DESIGN, PLLC

Position	Rate
Principal	\$200 per hour
Landscape Architect	\$165 per hour
Professional Engineer (P.E.)	\$165 per hour
Landscape Designer	\$ 125 per hour
Engineering Intern	\$ 65 per hour

Expected Reimbursable Expenses (ELEMENT DESIGN, PLLC)

Expense Name	Expense Cost
Vehicle Mileage	@ \$0.70/Mile
Per Diem (Overnight stay required)	\$36/Day
Per Diem (Mobilization/Demobilization)	\$27/Day
Lodging at our cost	

THIRD ROCK CONSULTANTS, LLC

Position	Rate
Principal	\$381 per hour
Environmental Planner I	\$190 per hour
Environmental Planner II	\$127 per hour
Environmental Engineer I	\$152 per hour
Environmental Engineer II	\$102 per hour
Environmental Engineer III	\$102 per hour
Engineering Technician	\$ 63 per hour
Environmental Scientist I	\$ 102 per hour
Environmental Scientist II	\$ 82 per hour
Environmental Scientist III	\$ 63 per hour
Environmental Technician I	\$ 63 per hour
GIS/CADD I	\$ 84 per hour
Contracts Administrator	\$ 89 per hour

Expected Reimbursable Expenses

Expense Name	Expense Cost
Vehicle Mileage	@ \$0.56/Mile
Per Diem (Overnight stay required)	\$50/Day
Per Diem (Mobilization/Demobilization)	\$36/Day
Lodging at our cost	

*Laboratory Services – Aquatic Taxonomy (Due to the variability and objectives of methods used for processing biological samples, laboratory services will be quoted upon request. Considerations for macroinvertebrate, plankton and fish samples include taxonomic effort, sub-sample size, habitat from which the sample was collected, and turnaround time)

S&ME, INC.

Position	Rate
Senior Engineer	\$265 per hour
Project Engineer	\$195 per hour
Staff Engineer	\$150 per hour
GPS	\$250 per hour
CAD	\$110 per hour

Expected Reimbursable Expenses

Laboratory Testing	Expense Cost
Atterberg Limits	\$130
Unconfined Compression Test - rock	\$ 250
Unconfined Compression Test - soil	\$150
Particle Size Distribution	\$200
Standard Proctor and CBR	\$605
Natural Moisture Content	\$ 18/EA
Drilling	Expense Cost
Mobilization	\$1,100/LS
Soil Boring	\$ 26/FT
Sounding	\$ 21/FT
Casing Advancer	\$ 60/FT
Rock Coring	\$ 75/FT
Undisturbed Sampling	\$ 315/EA
Rock Core Setup	\$ 375/EA
Rock Coring	\$ 75/FT
Water Management	\$325/DAY

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Joseph M Bunker

STATE OF Wisconsin

COUNTY OF Dane

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

by Joseph M. Bunker on this the 23 day

of January, 2026

My Commission expires: July 20, 2029

Laura Elizabeth Roberts
NOTARY PUBLIC, STATE AT LARGE



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



Date

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


Name of Business



Strand Associates, Inc.®

651 Perimeter Drive, Suite 220

Lexington, KY 40517

(P) 859.225.8500

www.strand.com

Equal Employment Opportunity Policy Statement

Strand Associates, Inc.® is committed to a policy of equal opportunity for all employees. It is our policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, marital status, or any other discriminatory basis prohibited by state or federal law.

Strand is further committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this commitment, we will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other protected characteristics. Therefore, all employees are encouraged to bring forth any concerns or complaints in this regard to the attention of management by contacting Human Resources, Shawn Cannon, or Matthew Richards.

All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct. Any employee found in violation of this policy will be subject to disciplinary action which could include discharge.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanics 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 to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
4. *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*
13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*

this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

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


Signature


Date



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #40-2025 Engineering Services for Stormwater Indefinite Services

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design, PLLC Ramona Fry, Principal 366 South Broadway Lexington, KY 40508 859-389-6533 ramona@element-site.com	WBE	Site Design and Restoration Support Services	*see note below	*see note below
2. Third Rock Consultants, Inc. Molly Foree Davis, President 2526 Regency Road, Suite 180, Lexington, KY 40503 859-977-2000 mforee@thirdrockconsultants.com	WBE	Environmental Analysis and Permitting Support Services	*see note below	*see note below
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

Strand Associates, Inc. _____
Company


Company Representative

1/23/26
Date

Title

* Note: Strand strives to achieve LFUCG's DBE, MBE, WBE, VOSB and/or SDVOSB participation goals and we regularly utilize DBE subconsultants as part of our project team. Strand is committed to identifying opportunities for participation on a project to project basis in accordance with each individual project scope and its corresponding service needs. Probable areas for DBE involvement have also been highlighted in the organizational chart. We will however, continue to seek other avenues to fulfill these important goals beyond our current geographical boundary as acceptable by LFUCG.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: <u>Strand Associates, Inc.</u>	Date: <u>1/28/26</u>
Project Name: <u>Engineering Services for Stormwater Indefinite Services</u>	Project Number: <u>RFP#40-2025</u>
Contact Name: <u>Steven Vogel, P.E.</u>	Telephone: <u>859-225-8500</u>
Email: <u>steven.vogel@strand.com</u>	

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

	Third Rock Consultants, LLC Element Design Magna Engineering	DLZ Kentucky Cornerstone Engineering Powers Engineering, Inc.
---	---	--

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs: SEE NOTE AT THE BOTTOM OF THIS PAGE

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

Strand strives to achieve these LFUCG's DBE, MBE, WBE, VOSB and/or SDVOSB participation goals and we regularly utilize DBE subconsultants as part of our project team. Strand is committed to identifying opportunities for participation on a project to project basis in accordance with each individual project scope and its corresponding service needs. Probable areas for involvement have also been highlighted in the organizational chart utilizing common teaming partners Element Design and Third Rock Consultants, LLC. If needed, we will continue to seek other avenues to fulfill these important goals beyond our current geographical boundary as acceptable by LFUCG.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Strand Associates, Inc.

Company

Date

1/23/26

Company Representative

Corporate Secretary

Title

From: [Sherita Miller](#)
To: [Goodrich, Angela](#)
Subject: RE: Request for current certified DBE businesses
Date: Wednesday, January 21, 2026 12:33:46 PM
Attachments: [image002.png](#)
[image003.png](#)
[LFUCG Certified List December 2025 .xlsx](#)

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Hi Angela,

Attached is a copy of the certified list. This is a list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office

lexingtonky.gov



From: Goodrich, Angela <Angela.Goodrich@strand.com>
Sent: Wednesday, January 21, 2026 11:11 AM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: Request for current certified DBE businesses

You don't often get email from angela.goodrich@strand.com. [Learn why this is important](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hello Sherita!

Could you please send me the current list of certified DBE businesses.

Thank you!



Angela Goodrich

Strand Associates, Inc.®

859.225.8500 ext. 2241

angela.goodrich@strand.com | www.strand.com

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	9	8	1													8	1
Professionals	430	310	82	11	5	6	1	1		5	2			3	4	336	94
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	69	57	8	2	1					1						60	9
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	53	9	36	1	3		2		1	1						11	42
Skilled Craft	-															-	-
Service/Maintenance	5	3				2										5	-
Total:	566	387	127	14	9	8	3	1	1	7	2	-	-	3	4	420	146

Prepared By: Audra Wells, H/R Coordinator
(Name and Title)

Date: 1-23-2026

Revised 2015-Dec-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Strand Associates, Inc.
 910 West Wingra Drive
 Madison, WI 53715

COVERAGES

CERTIFICATE NUMBER: W39500931

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			AEH113974097	07/11/2025	07/11/2026	Per Claim \$2,000,000 Aggregate \$2,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

Blank Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC 2901 W Beltline Hwy, Suite 202 Madison WI 53713	CONTACT NAME: Connie Easland	
	PHONE (A/C, No., Ext): 608-828-0232	FAX (A/C, No): 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25658
INSURER B: Travelers Indemnity Co of Connecticut		25682
INSURER C: TRAVELERS IND CO OF AMER		25666
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Strand Associates, Inc. 910 W Wingra Drive Madison WI 53715	STRAASS-01
---	------------

COVERAGES**CERTIFICATE NUMBER:** 1615442668**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			P-630-1W455660-TIA-26	1/1/2026	1/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-1W469615-25-43-G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1W474601-25-43	1/1/2026	1/1/2027	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1W473211-25-43-E	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Blank Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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