

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME ANDREA OTTO	FAX (A/C, No): 952-656-8834	
	PHONE (A/C, No, Ext): 1-800-444-3017	E-MAIL ADDRESS: ANDREA.OTTO@AON.COM	
INSURED STANTEC CONSULTING SERVICES INC. 1409 NORTH FORBES ROAD LEXINGTON KY 40511-2024	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535	
	INSURER B: ZURICH AMERICAN INSURANCE COMPANY	16535	
	INSURER C: ZURICH INSURANCE COMPANY		
	INSURER D: ZURICH AMERICAN INSURANCE COMPANY	16535	
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 946 **REVISION NUMBER:**

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

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 749 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
E	PROFESSIONAL LIABILITY	N/A		QF045012	08/01/12	08/01/13	CLAIM & AGGREGATE LIMIT \$3,000,000
	INCLUDING CONTRACTORS						INCLUSIVE OF COSTS
	POLLUTION LIABILITY			NO RETROACTIVE DATE			CLAIMS MADE BASIS

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

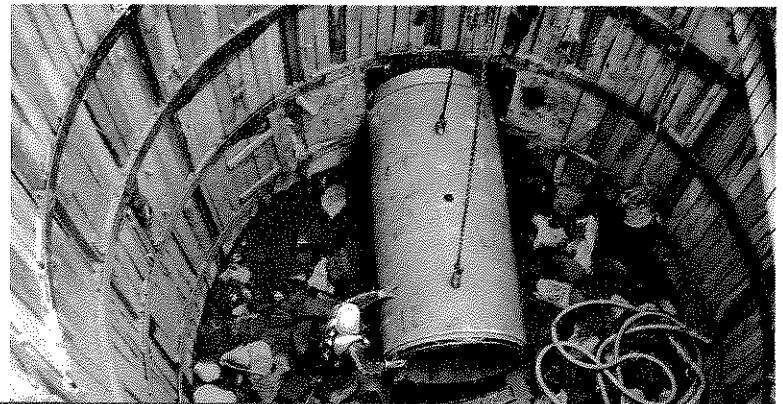
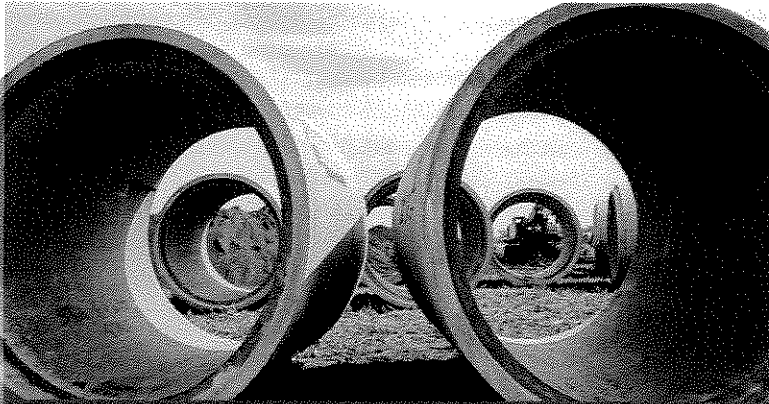
LEXINGTON, KY. STANTEC PROJECT #: 175699000. PROJECT NAME: DESIGN SERVICES FOR SANITARY SEWER REMEDIAL MEASURES AND STORMWATER PROJECTS. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

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

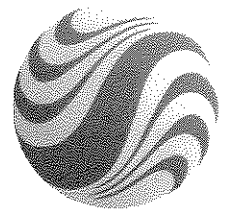
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EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



A Statement of Qualifications for
Contract 2: Dig & Replace Pipelines
Lexington-Fayette Urban County Government • RFP #33-2012 • November 13, 2012



Stantec

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFQ for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: Stantec Consulting Services Inc.

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

SIGNATURE OF PROPOSER: 
Joseph J. Herman

AFFIDAVIT

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

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

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

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

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


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

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

Continued on next page

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

Further, Affiant sayeth naught.



Joseph J. Herman

STATE OF Kentucky

COUNTY OF Fayette

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

My Commission expires: July 29, 2015



NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature Joseph J. Herman

Stantec Consulting Services Inc.

Name of Business

CO= L357814
 U= L357814

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

SECTION B - COMPANY IDENTIFICATION

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

SECTION C - TEST FOR FILING REQUIREMENT

2.a. STANTEC CONSULTING SERVICES INC
 61 COMMERCIAL STREET
 ROCHESTER, NY 14614
 1-Y 2-Y 3-Y DUNS NO.:099657427

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

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

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 07/15/2011 THRU 07/31/2011
 SECTION G - CERTIFICATION

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

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

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

**Stantec Policies and Procedures
Employment Regulations****10.1. Equal Employment Opportunity and Affirmative Action Program**

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

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

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

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

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

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

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

Section
10

Stantec Policies and Procedures
Employment Regulations

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

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

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

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

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

In the event that Stantec utilizes subcontractors, we will:

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

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

Section
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Stantec Policies and Procedures Employment Regulations

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

10.2. Pre-Employment

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

10.3. Employment Eligibility Verification

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

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

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

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

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

Racial harassment includes any offensive racial conduct.

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

Section
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**Stantec Policies and Procedures
Employment Regulations**

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

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



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

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

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

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

Stantec Consulting Services Inc.

Company

November 13, 2012

Date



 Company Representative
 Joseph J. Herman
 Principal

Title



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

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

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

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Integrated Engineers, PLLC 1716 Sharkey Way, Suite 200 Lexington, KY 40509	Harsha Wijesin, PE	Harsha@int-engineering.com 859-368-0145 (Office) 859-351-9748 (Cell)	10/22/12	Field Surveying, KIA and permitting	Email/ phone/in-person	TBD (10% of contract)	MBE


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

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

Stantec Consulting Services Inc.

 Company
 November 13, 2012

 Date



 Company Representative
 Joseph J. Herman
 Principal

 Title

Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Joseph J. Herman Title: Principal

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

Email address: joe.herman@stantec.com

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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



Signature Joseph J. Herman

November 13, 2012

Date



Stantec Consulting Services Inc.
1409 North Forbes Road
Lexington KY 40511-2050
Tel: (859) 422-3000
Fax: (859) 422-3100

Stantec

November 13, 2012

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

Attention: Mr. Todd Slatin, Acting Purchasing Director

**Reference: RFQ for Professional Engineering Services (RFP #33-2012)
Contract 2 Dig and Replace Pipeline Projects**

Dear Mr. Slatin:

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Statement of Qualifications for Contract 2 (Dig and Replace Pipeline Projects) in the referenced RFP. Stantec has a proven track record providing professional engineering services to LFUCG and employs a local staff of approximately 180 professionals in our two Lexington offices. Stantec brings a wealth of gravity sewer design in Lexington and the region.

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

Highlights of the Stantec Team include:

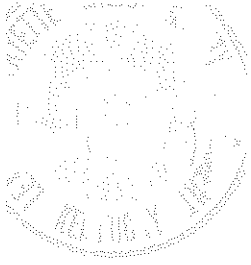
- A local Project Manager with the technical expertise, project experience, and a hands-on management approach and "no excuses" attitude to project delivery that is necessary to meet your RMP design objectives;
- Extensive experience regionally and nationally in gravity sewer design for other municipal wet weather enforcement clients - Stantec has completed over 2,000 sewer designs and averages about 80 each year;
- Unparalleled knowledge of your Consent Decree and a proven track record of meeting stringent Consent Decree deadlines;
- A dedicated Project Scheduler who will ensure that project milestones and critical path items are effectively reported to LFUCG's RMP Consultant.
- A Value Engineering Team comprised of experienced engineers who will perform a high-level review of preliminary designs to identify opportunities to minimize construction costs through design innovation;
- Nationally-recognized, in-house local geotechnical expertise, including drilling operations and a federal/state-certified soils laboratory located in Lexington;
- A local MBE with the in-house capabilities to maximize Stantec's ability to meet LFUCG's DBE procurement goals on each individual task order;
- Demonstrated fiscal responsibility on LFUCG projects, including completion of the largest sanitary sewer assessment LFUCG has ever undertaken at \$114,000 under budget without a single change order.

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

Sincerely,

STANTEC CONSULTING SERVICES INC.

Joe Herman, PE – Principal-in-Charge
Tel: (859) 422-3043 / Fax: (859) 422-3100 / Joe.Herman@stantec.com



Firm Qualifications

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

Stantec is ranked by ENR as No. 10 among the nation's Sanitary and Storm Sewer design firms, and ranked No. 14 by Trenchless Technology magazine on its list of the Top 50 Trenchless Design Firms.

Stantec has led several of LFUCG's Consent Decree projects and understands the importance of anticipating potential pitfalls, strict adherence to project schedules, and adopting a "no excuses" approach. Stantec also served in a meaningful role on the development of the three Remedial Measures Plans and recognizes LFUCG's goal to identify and capitalize on opportunities to reduce overall Plan costs.

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



Stantec has a proven track record of fiscal responsibility and schedule adherence on our prior LFUCG projects.

Stantec has built a solid reputation on our diversified experience in the water/wastewater industry. Stantec's infrastructure group accounts for more than 40% of our revenue companywide. This combined knowledge and experience forms the basis of the solutions we deliver to clients, and our recognition as an award winning, industry leader. Stantec is currently ranked by ENR as No. 10 among the nation's Sanitary and Storm Sewer design firms. Additionally, Stantec is ranked as No. 14 by Trenchless Technology magazine on its list of the Top 50 Trenchless Design firms.

Table 2.1. provides a perspective on the total number of water/wastewater infrastructure projects Stantec has successfully completed over the years, as well as the number completed in a typical year. We have worked from coast to coast across North America and have learned from that experience, giving our clients insight into how other municipal sewer agencies are successfully and cost-effectively replacing their aging gravity sewers.

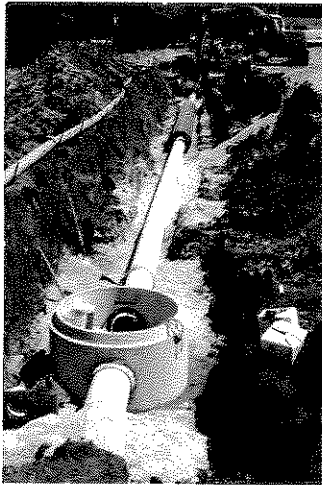
Table 2.1. Stantec Corporate Experience

Major Water Sector Projects	Completed	Per Year
Plans and Studies	> 3,000	~ 50
WWTPs	> 1,000	~ 40
WTPs	> 600	~ 255
Pumping Stations	> 1,000	~ 35
Storage Facilities	> 400	~10
Sewer Design and Rehabilitation	> 2,000	~ 80

Stantec is a recognized leader in geotechnical engineering in the region.

Our Lexington office includes:

- Over 30 licensed geotechnical engineers and professional geologists;
- A federal/state certified soils and rock testing laboratory; and
- Headquarters for our drilling equipment fleet.



Stantec has designed numerous dig and replace pipeline projects for LFUCG and other municipal utility owners in the region.

Locally, Stantec has completed numerous gravity sewer designs including new sewer installations, replacements, relocations, and parallel/relief sewers. A partial summary of relevant gravity sewer design projects completed by Stantec in the region is presented in Table 2.2. Detailed descriptions of many of these projects are included in Section 5.

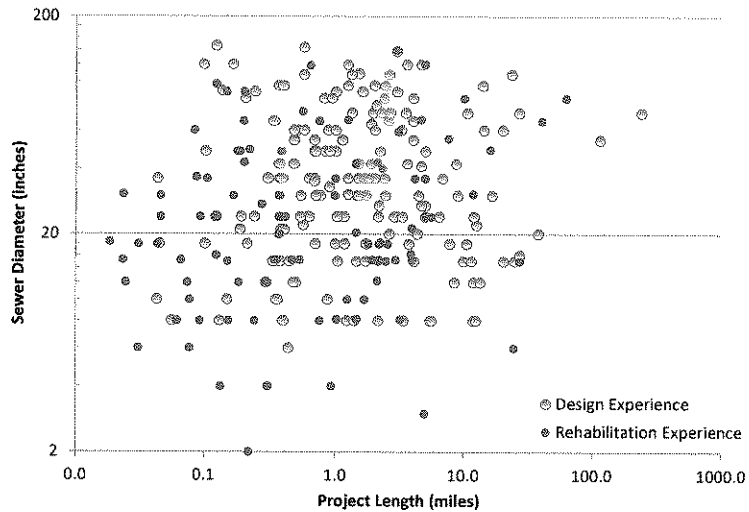
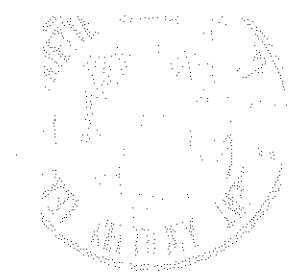


Figure 2.1. Stantec's Sewer Design Experience Envelope

Table 2.2. Stantec Team Gravity Sewer Design Projects in the Region.

Project Name	Location	Year Completed	Diameter (inches)
Bold Face/CSO 419 Sewer Separation	Cincinnati, OH	Ongoing	8- 60
Providence Place Relief Sewer	St. Louis, MO	Ongoing	15
Bob O' Link Sewer Replacement	Lexington, KY	Ongoing	15
Mill Creek Replacement Sewer	Nashville, TN	2012	36 - 48
Rockwood Drive Replacement Sewer	Nashville, TN	2012	18 - 30
Newtown Pike Extension Sewer Relocation	Lexington, KY	2012	18 - 36
Camp Taylor Sewer Design	Louisville, KY	2012	8 - 15
Lexington Mall Sewer Relocation	Lexington, KY	2011	24
Muddy Creek/US 42 Sewer Replacement	Cincinnati, OH	2007	30
Carothers Crossing Sewer Design	Nashville, TN	2007	8 - 18
Bent Creek Sewer Design	Nashville, TN	2005	10 - 15
Elkhorn Park Sewer Replacement	Lexington, KY	2003	15 - 18
Lexmark Sewer Replacement	Lexington, KY	2001	15

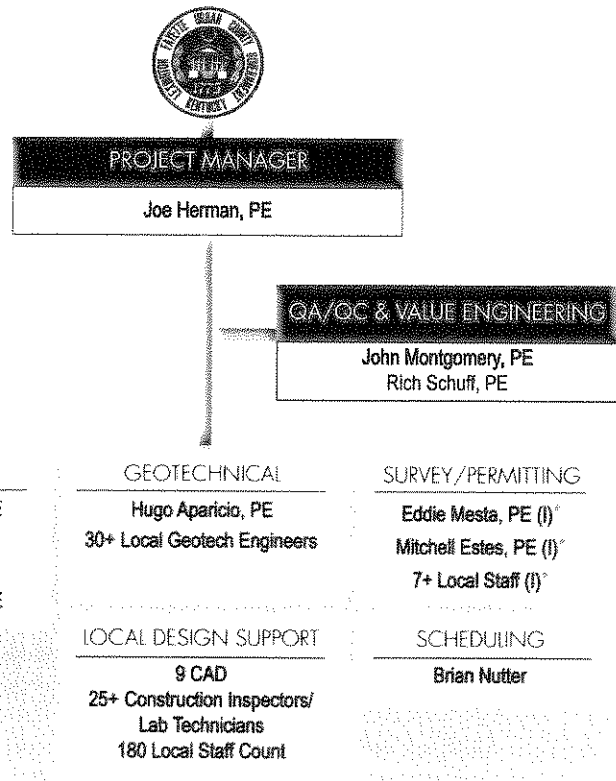


Project Team

Stantec has assembled a Team of qualified professionals with specialized experience in gravity sewer design replacement. Individuals on organization chart have recent project sewer design experience and nearly all are located in Lexington. Our strong emphasis on staffing the project with a local Team ensures that LFUCG continues to receive the same timely and responsive service that you've come to expect from Stantec.

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

Stantec's Team is nearly all comprised of local professionals with recent, relevant sewer design experience.



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

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

Unique elements of Stantec's Team includes a dedicated Project Scheduler and Value Engineering Team. The Project Scheduler will ensure that project deadlines and critical path items are effectively reported

to LFUCG's RMP Consultant. The Value Engineering Team is comprised of senior designers and will be responsible for independently reviewing preliminary designs to identify opportunities to reduce construction costs.

Joe Herman, PE

Role: Project Manager

Firm: Stantec

Years Experience: 17

Education:

B.S. Civil Engineering,

University of Kentucky, 1994

M.S. Civil Engineering,

University of Kentucky, 1995

Office Location:

Lexington, KY

Joe Herman, PE will serve as your Project Manager. Mr. Herman is located in Stantec's Lexington office and has a proven track record executing LFUCG stormwater and wastewater projects. His relevant project experience includes:

- *Bold Face PS Elimination/CSO 419 Sewer Separation - Cincinnati, OH. (2012).* Provided QA/QC review for design of 25,000 LF of gravity sewer and appurtenances.
- *Camp Taylor Sewer Design- Louisville, KY (2012).* Provided technical oversight for design of 19,000 LF of separate sanitary sewer in a well-established residential neighborhood.
- *Hawkins Steel Sewer Improvements – Elizabethtown, KY. (2012).* Provided technical oversight for design of 1,200 LF of sanitary sewer relocation.
- *Elkhorn Park Trunk Sewer Replacement, Lexington, KY. (2003).* Led design of 4,400 LF of sanitary trunk sewer replacement for LFUCG.
- *Medium Security Correction Facility Sewer Design, Elliott County, KY. (2002).* Led the design of 7,000 LF of new sanitary sewers and appurtenances for a proposed state prison facility.
- *Lexmark Trunk Sewer Replacement, Lexington, KY (2001).* Led design of 1,100 LF of sanitary trunk sewer replacement on Lexmark's campus for LFUCG.

Additionally, Mr. Herman led LFUCG's Sanitary Sewer Assessments (SSAs) and had a substantive contribution to the RMP development. Mr. Herman's hands-on approach and institutional knowledge of LFUCG's sewer system provide LFUCG with the assurance that designs will be well thought out, fiscally responsible, and meet your project expectations.

John Menninger, PE; Jason Bricker, PE, Bret Lavey, PE, and Jason Maxwell, PE will serve on the Design Team.

John Menninger, PE

Role: Design Team

Firm: Stantec

Years Experience: 8

Education:

B.S. Civil Engineering,

University of Dayton, 2004

Office Location:

Cincinnati, OH

Mr. Menninger, PE is a Project Engineer in Stantec's Cincinnati, Ohio office. Mr. Menninger recently served as the technical lead for the Bold Face Pump Station Elimination / CSO 419 Sewer Separation project for the Metropolitan Sewer District of Greater Cincinnati (MSDGC). The project includes the design of approximately 25,000 LF of gravity storm and sanitary sewer, relocation of a CSO regulator structure, and elimination of an existing pumping station. Mr. Menninger also served on the design team for the relocation of approximately 6,500 LF of 30-inch sanitary sewer for the City of Mason.

Jason Bricker, PE*Role: Design Team**Firm: Stantec**Years Experience: 16**Education:***B.S. Civil Engineering,
University of Kentucky, 1996***Office Location:***Lexington, KY**

Mr. Bricker, PE is a Project Engineer in Stantec's Lexington, Kentucky office. Mr. Bricker has over 16 years of design experience on municipal infrastructure and roadway projects. Recently, he led the design of the roadway improvements and storm and sanitary trunk sewer relocations on the Newtown Pike Extension. This included replacement/upsizing of LFUCG's existing trunk sewer along Manchester Street, as well as relocation of approximately 4,000 LF of LFUCG trunk sewer between High Street and Patterson Street. Mr. Bricker's strong background in roadway design will be an asset to the design team, as many of the RMP dig and replace pipeline projects are located in paved areas.

Bret Lavey, PE*Role: Design Team**Firm: Stantec**Years Experience: 8**Education:***B.S. Civil Engineering,
University of Kentucky, 2005***Office Location:***Lexington, KY**

Mr. Lavey, PE is a Project Engineer in Stantec's Lexington, Kentucky office. Mr. Lavey has 8 years of experience in the design of stormwater and wastewater infrastructure. Mr. Lavey recently provided a meaningful role on the Sanitary Sewer Assessments (SSAs) and RMP projects for LFUCG. Mr. Lavey was also responsible for sizing the sanitary sewer trunk sewer on the Newtown Pike Extension and performed QA/QC reviews for the design of the Hawkins Steel sanitary sewer relocations in the City of Elizabethtown, Kentucky.

Jason Maxwell, PE*Role: Design Team**Firm: Stantec**Years Experience: 6**Education:***B.S. Biosystems
Engineering, University of
Kentucky, 2006****M.S. Biosystems
Engineering, University of
Kentucky, 2008.***Office Location:***Lexington, KY**

Mr. Maxwell, PE is a Project Engineer in Stantec's Lexington, Kentucky office. Mr. Maxwell led the design of approximately 1,000 LF of industrial wastewater at the Catlettsburg Refinery in Ashland, Kentucky for Marathon Petroleum Company. He also was responsible for the design of the sanitary sewer relocations in the Hawkins Steel area for the City of Elizabethtown, Kentucky. Mr. Maxwell, in conjunction with Mr. Lavey, was responsible for reviewing/assessing over 1.2 million linear feet of closed circuit television (CCTV) inspection of sanitary sewer during the LFUCG SSAs.

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

Hugo Aparicio, PE is located in Stantec's Lexington, Kentucky office. Mr. Aparicio has over 35 years of experience performing subsurface explorations and foundation designs in Lexington. He is a recognized expert in karst geology and is often retained to evaluate and design treatments when encountered on proposed project sites. Mr. Aparicio has a strong understanding of Lexington's geology. Mr. Aparicio is supported locally by Stantec's 30+ professional geotechnical engineers and geologists, as well a federal/state certified materials testing laboratory conveniently located in our Forbes Road (Lexington) office.

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

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

will also be involved in QA/QC reviews should IE's other responsibilities not be sufficient to satisfy LFUCG's DBE procurement goal for this Contract.

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

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

Brian Nutter is a Project Controls Specialist in Stantec's Lexington, Kentucky office. Mr. Nutter will be responsible for preparing and updating the project schedule to support LFUCG's RMP Consultant. Mr. Nutter has a strong background in Primavera cost and resource loaded scheduling, Critical Path Management (CPM), and Earned Value Management System (EVMS). Prior to joining Stantec, Mr. Nutter providing similar project scheduling services for the United States Coast Guard and the National Aeronautics and Space Administration (NASA). The addition of Mr. Nutter to the project team will ensure that project deadlines and critical path items are effectively reported to LFUCG's RMP Consultant.

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

John Montgomery, PE and Rick Schuff, PE will serve on our QA/QC and Value Engineering Team. In this role, they will provide high-level QA/QC of proposed designs and independently evaluate opportunities to reduce overall project construction costs (value engineering). Stantec specifically included a QA/QC and Value Engineering Team in response to LFUCG's goal to identify opportunities to reduce overall RMP implementation costs, while still providing 2-year level of protection and meeting Consent Decree obligations.

Mr. Montgomery and Mr. Schuff were specifically selected because of their prior experience providing independent project reviews and gravity sewer design experience.

John Montgomery, PE*Role: QA/QC and Value Engineering**Firm: Stantec**Years Experience: 25**Education:**B.S. Civil Engineering,
University of Kentucky, 1985**Office Location:**Lexington, KY*

Mr. Montgomery, PE is a Managing Leader in Stantec's Lexington office. He has over 25 years' experience in the design of water resource infrastructure projects. Mr. Montgomery served as Project Manager on the Muddy Creek/US-42 Trunk Sewer Replacement, Lexmark Trunk Sewer Replacement, and Elkhorn Park Trunk Sewer Replacement. Mr. Montgomery's experience extends through all phases of the project life-cycle, including management of construction services.

Mr. Schuff, PE is a Project Manager in Stantec's Nashville, Tennessee office. Mr. Schuff has over 35 years of municipal engineering design experience. Mr. Schuff was involved in the design of the Mill Creek Replacement Sewer which consisted of 22,600 LF of 36-inch and 48-inch sanitary trunk sewer for Nashville Metro. Mr. Schuff has also designed

Richard Schuff, PE

Role: QA/QC and Value Engineering

Firm: Stantec

Years Experience: 35

Education:

B.S. Civil Engineering,

University of Wisconsin, 1973

M.S. Civil Engineering,

University of Wisconsin, 1976

Office Location:

Nashville, TN

numerous other gravity sewer systems and will bring veteran experience and insight to the Value Engineering Team.

While Mr. Montgomery's and Mr. Schuff's time investment on this project is not anticipated to be lengthy, their veteran experience/insight will be important in identifying and capitalizing on potential value engineering opportunities.

Rounding out the Stantec Team are 25 Construction Inspectors and Materials Testing Laboratory staff, 30+ geotechnical engineers and professional geologists, nine (9) CAD Technicians, and other support staff located in Stantec's Lexington office.

Risk Management Plan

Stantec's organization chart includes a deep roster in each position, allowing for minimal disruption to design activities should a member of the Team become unavailable or win the lottery. Each of the four members of the Design Team has led gravity sewer design projects. Should the Project Manager leave the project team, one of the Design Team members could easily step into that role.

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

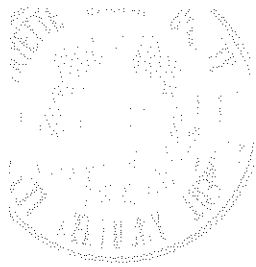
Stantec also boasts a voluntary turnover rate that is less than the industry standard. Our commitment to our people and professional work atmosphere promotes high staff retention.

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

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

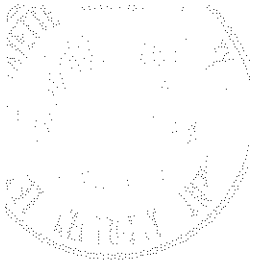
Stantec's Design Team boasts a deep roster of experienced individuals, along with a combined staff of over 11,000 professional, including over 180 persons in Lexington.

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



The table to the right includes contact reference information for all of the Gravity Sewer Replacement projects summarized in Section 5.

Clients		
Lexington-Fayette Urban County Government		
Name:	Phone:	e-mail:
Charlie Martin	859.425.2455	chmartin@lexingtonky.gov
Project(s): Elkhorn Park Trunk Sewer, Bob O'Link Trunk Sewer, Lexington Mall Trunk Sewer, Lexmark Trunk Sewer, and Cardinal Lane Storm and Sanitary Improvements		
Name:	Phone:	e-mail:
Andrew Grunwald	859.258.3597	agrunwal@lexingtonky.gov
Project(s): Newtown Pike Extension Sewer Relocation		
City of Mason Public Utilities Department		
Name:	Phone:	e-mail:
Arthur Oliver	513.229.8570	aoliver@masonoh.org
Project(s): Muddy Creek/US-42 Trunk Sewer Replacement		
Louisville Metropolitan Sewer District (MSD)		
Name:	Phone:	e-mail:
John Loechle	502.540.6209	loechle@msdlouky.org
Project(s): Camp Taylor Sanitary Sewer Replacement		
Metropolitan Sewer District of Greater Cincinnati (MSDGC)		
Name:	Phone:	e-mail:
Lindsey Staley	513.244.3908	Lindsey.Staley@cincinnati-oh.gov
Project(s): CSO 419 (Bold Face) Sewer Separation		
Name:	Phone:	e-mail:
David Russell	513.557.5937	David.Russell@cincinnati-oh.gov
Project(s): Hopple Street (CSO 012) Infrastructure Improvements		
Marathon Petroleum Company, LLC		
Name:	Phone:	e-mail:
Terri Lambert	606-921-2628	tlambert@marathonoil.com
Project(s): MPC South Area and FCC Sewer Design		
City of Elizabethtown, Kentucky		
Name:	Phone:	e-mail:
Robert Bush	270.765.7873	robert.bush@elizabethtownky.gov
Project(s): Hawkins Steel Drive Stormwater Improvements (Phase II)		
Metro Water Services (Nashville)		
Name:	Phone:	e-mail:
Mike Morris	615.862.4598	michael.morris@nashville.gov
Project(s): Mill Creek Replacement Sewer		
DLR Group		
Name:	Phone:	e-mail:
Keith Taylor	913.897.7811	KTaylor@DLRGROUP.com
Project(s): Elliot County Medium Security Correctional Facility		



Similar Projects

Bold Face Pump Station Elimination/CSO 419 Sewer Separation (Phase 1), Cincinnati, Ohio. The Metropolitan Sewer District of Greater Cincinnati (MSDGC) retained Stantec to design approximately 25,000 LF of gravity sewer to facilitate combined sewer separation. This major infrastructure initiative is being constructed in phases. Phase 1 design is ongoing (currently at 60% stage). Construction (all phases) is expected to be completed by late 2016 at a cost of approximately \$11M.

Camp Taylor Sanitary Sewer Design, Louisville, Kentucky. Stantec was retained by Louisville MSD to perform an SSES and provide rehabilitation and capital improvements recommendations in 2010 for one of their most problematic sewer basins. In 2012, Stantec began design on the dig and replace of approximately 19,000 LF of separate sanitary sewer. The project is located in a World War 1 era neighborhood and presents numerous design and construction challenges. Design began in 2012 and is ongoing. The estimated construction cost is approximately \$5M.

Newtown Pike Extension Sewer Design, Lexington, Kentucky. In conjunction with a roadway and neighborhood development project for LFUCG's Division of Engineering, Stantec designed the sanitary sewer replacements for 270 LF of 36-inch trunk sewer along the RJ Corman property and 760 LF of 36-inch trunk along Manchester Street. Stantec also designed the 18-inch and 27-inch trunk sewers from High Street to Patterson Street; totaling approximately 4,000 LF. The latter serves as the backbone of the UK Trunk Sewer and is integral to LFUCG's capital improvements in Town Branch, with RMP projects identified to connect to both its upstream and downstream endpoints. Design was completed in 2012 and the estimated construction cost is approximately \$1M to \$1.5M (estimate still being finalized).

Elkhorn Park Trunk Sewer, Lexington, Kentucky. Stantec designed approximately 4,400 LF of sanitary trunk sewer for the LFUCG. Project was located in an approximately 40-year old residential neighborhood and designed to eliminate several chronic sanitary sewer overflows (SSOs). Project included realignment in several areas to improve hydraulic performance, minimize disruption to the neighborhood, and improve access for future operations and maintenance activities. Project was completed in 2003 for a total design fee of \$114K.

Lexmark Trunk Sewer, Lexington, Kentucky. Stantec designed approximately 1,100 LF of 15-inch gravity trunk sewer replacement for LFUCG on Lexmark International's campus. Trunk sewer design included a steel casing pipe and spacers to provide the flexibility for future upsizing of the sewer without the need to disturb the utility corridor. In addition to the

As part of the Newtown Pike Extension, Stantec designed the replacement of a portion of UK Trunk Sewer. RMP projects will connect to the upstream and downstream endpoints of the new sewer.



Stantec designed sanitary trunk sewer replacements for LFUCG in the approx. 40-year old Elkhorn Park neighborhood.

design, Stantec provided bidding support, full-time construction inspection, KDOW permitting, and prepared record drawings. Project was completed in 2001 for a total design and construction inspection fee of \$37K.



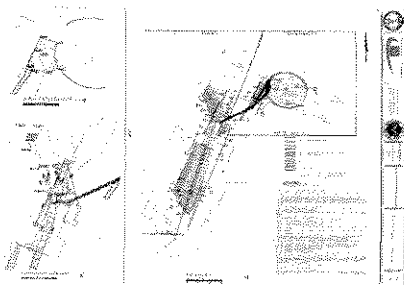
In 2012, Stantec designed approximately 22,600 LF of 36-inch and 48-inch sanitary trunk sewer for Nashville Metro.

Mill Creek Replacement Sewer, Nashville (2012). Stantec was selected by the Metropolitan Government of Nashville and Davidson County (Nashville Metro) to provide planning, engineering, and permitting services to replace 22,600 LF of 36-inch and 48-inch sanitary trunk sewer along Mill Creek including 10 stream crossings containing endangered species. Stantec was also contracted to provide construction observation services. The project was constructed in 2012 at a cost of approximately \$7.7M.

Elliott County, Kentucky Medium Security Correctional Facility Campus Design (2002). Stantec was retained to design over 7,000 LF of sanitary sewer, a 15,000 grease interceptor, and grinder pump station to serve a new prison facility owned by the Kentucky Finance and Administration Cabinet. Work was completed under an alternative project delivery method (design/build). In addition to design of all sanitary infrastructure, Stantec also was responsible for all geotechnical and the general site/civil design for the prison campus. Project was completed in 2002 for a total construction cost of \$78M (entire project).

Muddy Creek/US-42 Trunk Sewer Replacement, Mason, Ohio. The City of Mason retained Stantec to design gravity sewer replacements in conjunction with a recreational bike path and stream restoration projects in the vicinity of the sewer. The project consisted of two phases. During the first phase Stantec designed approximately 1,750 LF of 30-inch sewer. Stantec designed an additional 4,700 LF of 30-inch sewer during Phase 2. Stantec specified bore-and-jack construction methods for a required road crossing. Project was completed in 2007 with a construction cost of \$2.2M.

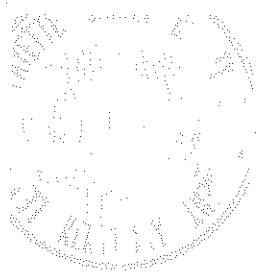
Hawkins Steel Sewer Improvements, Elizabethtown, Kentucky. Stantec was retained by the City to evaluate stormwater concerns in a chronic flooding area. Design included relocation of over 1,200 LF of sanitary sewer to facilitate proposed stormwater improvements. Design was completed in 2012 with an estimated project construction cost of \$1.1M.



Stantec's MBE subconsultant, IE, designed the Bob O' Link and Lexington Mall trunk sewer replacements for LFUCG.

Additional Trunk Sewer Replacement Projects, Lexington, Kentucky. Stantec's MBE subconsultant, IE, has recently designed or is currently designing several RMP sanitary trunk sewer replacement and stormwater capital improvements projects for LFUCG. They include:

- **Bob O Link Trunk Sewer Replacement** (4,400 LF of 15-inch)
Year = 2012 (ongoing) Construction Cost = \$1.9M (estimated)
- **Lexington Mall Trunk Sewer** (1,500 LF of 24-inch)
Year = 2011 Construction Cost = \$0.6M
- **Cardinal Lane Storm and Sanitary Capital Improvements.**
Year = 2012 (ongoing) Construction Cost = \$0.23M



Local Office

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

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

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

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

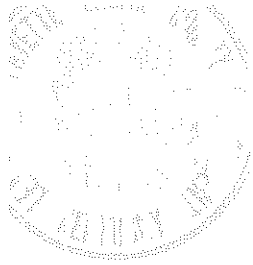
Nearly all the individuals identified in the Organizational Chart presented in Section 3 are located in Lexington.

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

Table 6.1. Local Office Project Team Members.

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

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



Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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



Hourly Rates

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

Stantec has a proven track record of fiscal responsibility on LFUCG projects and routinely completes our assignments at or below the allocated budget. On the Group 1 SSA, Stantec completed this \$5.2 million dollar project without any change orders and over \$110,000 below budget. Our commitment to fiscal responsibility provides LFUCG with assurance that Task Orders will be negotiated fairly or inundated with unwarranted and time consuming change order requests.

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

Table 8.1. Hourly Rate Schedule

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

EXHIBIT D

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

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR _____

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.
2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.
3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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

