



# Construction Materials Testing

RFP #48-2019

Prepared for Lexington-Fayette Urban County Government  
Prepared by Stantec

Date: December 18, 2019







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

December 5, 2019

**Attention: Todd Stalin – Purchasing Director**  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Dear Mr. Stalin,

**Reference: RFP #48-2019 Construction Materials Testing**

**Stantec Consulting Services Inc.** (Stantec) is pleased to submit our Statement of Qualifications for the referenced RFP. Joining our team are **KS Ware and Associates** (KS Ware) certified women-owned business enterprise (WBE), and **Leak Eliminators, LLC** (Leak) a Veteran-Owned Business Enterprise (VBE). We will execute work on your project from our **Lexington office**. We have a local staff of more than 200 professionals encompassing the required skills/expertise needed to provide Geotechnical Engineering services related to Construction Materials Sampling, Testing and Special Inspections for this project.

To assist in your review, our proposal is organized to match the selection criteria identified in your RFP, and we have separated each section with tabs as required. The last section contains our required procurement forms and addendum acknowledgements. The Stantec team offers LFUCG a number of distinct advantages:

- **A Geotechnical Team that is prequalified for all Geotechnical Services with KYTC and is a current contract holder for a KYTC Geotechnical Engineering and Laboratory Testing contract for the last 40 years.** Adam Crace is the current contract manager for the KYTC Geotechnical Engineering and Laboratory services contract and will serve as the contract manager for this contract. He has been working with KYTC projects for over 20 years.
- **A deep bench.** Our team has the capacity to fully execute the design of all aspects of your scope from our local office. The info-graphic on the inside cover of this proposal illustrates our local bench strength.
- **Previous experience with the project.** Stantec recently completed a task order through our USACE Louisville District contract for drilling and laboratory testing for Town Branch park within the old Cox Street parking lot. This work was completed in December 2019.

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

Regards,

**Stantec Consulting Services Inc.**

**Adam Crace, PE**  
Principal  
Phone: 859 422 3084  
Fax: 859 422 3100  
Adam.Crace@stantec.com



## Section 2 – Firm Qualifications

### Local Offices/Laboratories

LEXINGTON: 3052 Beaumont Centre Circle, Lexington, KY 40513

Adam Crace, PE | 859.422.3084 | [adam.crace@stantec.com](mailto:adam.crace@stantec.com)

Ryan Jones | 859.422.33060 | [ryan.jones@stantec.com](mailto:ryan.jones@stantec.com)

### Laboratory Accreditations and Certifications

You can trust the data from Stantec's full-service, accredited laboratories. We understand your deadlines and will keep your project on schedule. Stantec operates A geotechnical testing laboratory in Lexington, Kentucky. Our modern facilities are well equipped and staffed with experienced, certified technicians. We routinely perform soil, rock, and materials testing in accordance with US Army Corps of Engineers, ASTM, and AASHTO standards.

**CONSTRUCTION MONITORING** Stantec provides construction monitoring for earth embankment, landfill, and related construction projects. Our experienced, in-house, ACI/NICET-certified technicians perform field quality-control tests for soils and concrete. Nuclear density machines are maintained for testing moisture and compaction of soils and pavements (ASTM D6938). Field equipment for testing concrete and molding cylinders (ASTM C231 and C143). In addition, they are certified in preparing and curing grout cubes (ASTM C31 and C109).

To maintain a high level of accuracy and reproducibility in our test results, Stantec maintains quality management system accreditations in ASTM D3740 (Soil) and E329 (Soil, Concrete, and Aggregates), C1077 (Concrete and Aggregates), and AASHTO R18. The laboratory participates in the AMRL Soils and CCRL Concrete and Aggregate Accreditation Programs and is validated by the US Army Corps of Engineers. Accreditation/certification documentation thumbnail images are provided on the next page. Full size copies can be provided upon request.

**LABORATORY TESTING** Stantec performs countless soil index property tests as outlined in the scope of work and have performed them for over 50 years. The following soils tests are the backbone of most soils labs and often require quick turnaround times which our soils laboratory does on a routine basis. Our local lab is certified to perform moisture content (ASTM D2216), particle size analysis (ASTM D422), Atterberg limits (ASTM D4318), plasticity index (ASTM D4318), soil classification (ASTM D2487), and Density-Permeability (ASTM D5084). In addition, our CCRL certifications include Compressive Strength Testing of Concrete Cylinders (ASTM C39) and Compressive Strength of Grout (ASTM C109 rolled up from ASTM C617), Stantec's laboratories are equipped to complete more specialized, advanced testing if needed. We operate automated load frames and computerized data acquisition systems for one dimensional consolidation, direct shear, direct simple shear, and consolidated undrained triaxial testing if required. The lab also maintains rigorous records of calibration schedules and operation manuals so only the most accurate of tests are completed.

**SPECIAL INSPECTIONS** Stantec's Lexington office houses the largest group of geotechnical engineers in the Commonwealth of Kentucky and we have staff that can cover any geotechnical-related issue that could be encountered. We have personnel who specialize in confined space entry and underwater diving if those needs arise for inspections on culverts or other buried/submerged structures. In addition to our geotechnical engineers, we also have a staff of transportation and structural engineers with extensive KYTC experience that can be leveraged if something comes up related to multi-use paths, sidewalks, turn lanes or any other transportation related structure.





**CERTIFICATE OF ACCREDITATION**

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION ENGINEERS

**AASHTO ACCREDITED**

**Stantec Consulting Services, Inc.**

in  
**Lexington, Kentucky, USA**


has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories ([aashoresource.org](http://aashoresource.org)).

*Bud Wright*  
Bud Wright  
AASHTO Executive Director

*Moe Jamshidi*  
Moe Jamshidi  
AASHTO COMP Chair

This certificate was generated on 02/02/2018 at 8:57 AM Eastern Time. Please confirm the current accreditation status of this laboratory at [aashoresource.org/aap/accreditation-directory](http://aashoresource.org/aap/accreditation-directory)



**SCOPE OF AASHTO ACCREDITATION FOR:**


Stantec Consulting Services, Inc.  
in Lexington, Kentucky, USA

**Concrete**

Standard:	Accredited Since:
C31 (Cylinders) Making and Curing Concrete Test Specimens in the Field	08/29/2014
C39 Compressive Strength of Cylindrical Concrete Specimens	08/29/2014
C42 Curing and Testing Drilled Cores and Sliced Beams of Concrete	08/29/2014
C138 Density (Unit Weight), Yield, and Air Content of Concrete	08/29/2014
C143 Slump of Hydraulic Cement Concrete	08/29/2014
C172 Sampling Freshly Mixed Concrete	08/29/2014
C173 Air Content of Freshly Mixed Concrete by the Volumetric Method	08/29/2014
C192 Making and Curing Concrete Test Specimens in the Laboratory	06/08/2017
C231 Air Content of Freshly Mixed Concrete by the Pressure Method	08/29/2014
C469 Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	08/29/2014
C496 Splitting Tensile Strength of Cylindrical Concrete Specimens	08/29/2014
C511 Most Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concretes	08/29/2014
D517 (7000 psi and below) Dipping Cylindrical Concrete Specimens	08/29/2014
C1044 Temperature of Freshly Mixed Portland Cement Concrete	08/29/2014
C1231 (7000 psi and below) Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	08/29/2014
C1542 Measuring Length of Concrete Cores	08/29/2014

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**SCOPE OF AASHTO ACCREDITATION FOR:**


Stantec Consulting Services, Inc.  
in Lexington, Kentucky, USA

**Quality Management System**

Standard:	Accredited Since:
R18 Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	06/15/1993
C1077 (Aggregate) Laboratories Testing Concrete and Concrete Aggregates	02/02/2018
C1077 (Concrete) Laboratories Testing Concrete and Concrete Aggregates	02/02/2018
03740 (Soil) Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	08/09/2012
E329 (Aggregate) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	02/02/2018
E329 (Concrete) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	02/02/2018
E329 (Soil) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/09/2012

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**SCOPE OF AASHTO ACCREDITATION FOR:**


Stantec Consulting Services, Inc.  
in Lexington, Kentucky, USA

**Soil**

Standard:	Accredited Since:
R058 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	06/15/1993
T88 Particle Size Analysis of Soils by Hydrometer	06/15/1993
T89 Determining the Liquid Limit of Soils (Atterberg Limits)	06/15/1993
T90 Plastic Limit of Soils (Atterberg Limits)	06/15/1993
T99 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	06/15/1993
T100 Specific Gravity of Soils	06/15/1993
T180 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	06/15/1993
T193 The California Bearing Ratio	06/15/1993
T206 Unconfined Compressive Strength of Cohesive Soil	06/15/1993
T216 One-Dimensional Consolidation Properties of Soils Using Incremental Loading	06/15/1993
T236 Direct Shear Test of Soils Under Consolidated Drained Conditions	06/15/1993
T265 Laboratory Determination of Moisture Content of Soils	06/15/1993
T296 Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression	06/15/1993
T297 Consolidated Undrained Triaxial Compression Test on Cohesive Soils	06/15/1993
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	06/15/1993
D422 Particle Size Analysis of Soils by Hydrometer	06/15/1993
D508 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	06/15/1993
D804 Specific Gravity of Soils	06/15/1993
D1140 Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	04/05/2018
D1557 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	06/15/1993
D1883 The California Bearing Ratio	06/15/1993
D2166 Unconfined Compressive Strength of Cohesive Soil	06/15/1993
D2216 Laboratory Determination of Moisture Content of Soils	06/15/1993

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**SCOPE OF AASHTO ACCREDITATION FOR:**


Stantec Consulting Services, Inc.  
in Lexington, Kentucky, USA

**Soil (Continued)**

Standard:	Accredited Since:
D2435 One-Dimensional Consolidation Properties of Soils Using Incremental Loading	06/15/1993
D2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)	11/06/2015
D2488 Description and Identification of Soils (Visual Manual Procedure)	11/06/2015
D2950 Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression	06/15/1993
D2974 Determination of Organic Content in Soils by Loss on Ignition	08/18/2014
D3080 Direct Shear Test of Soils Under Consolidated Drained Conditions	06/15/1993
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	06/15/1993
D4319 Plastic Limit of Soils (Atterberg Limits)	06/15/1993
D4644 State Durability of Gravels and Weak Rocks	08/18/2014
D4767 Consolidated Undrained Triaxial Compression Test on Cohesive Soils	06/15/1993
D5084 Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	11/06/2015
D5731 Point Load Strength Index of Rock	08/18/2014
D7012 Compressive Strength of Rock Core Specimens (Method C)	11/06/2015

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**SCOPE OF AASHTO ACCREDITATION FOR:**


Stantec Consulting Services, Inc.  
in Lexington, Kentucky, USA

**Aggregate**

Standard:	Accredited Since:
C40 Organic Impurities in Fine Aggregates for Concrete	08/29/2014
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	04/17/2009
C127 Specific Gravity and Absorption of Coarse Aggregate	08/29/2014
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	08/29/2014
C136 Sieve Analysis of Fine and Coarse Aggregates	04/17/2009
C566 Total Moisture Content of Aggregate by Drying	08/29/2014
C702 Reducing Samples of Aggregate to Testing Size	08/29/2014

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DEPARTMENT OF THE ARMY  
ENGINEER REGISTRATION AND PROFESSIONAL STANDARDS DIVISION  
WASHINGTON, DC 20315-5061  
FORT MONROE, VIRGINIA 23060-5061

February 23, 2018

Paul J. Jones  
Stantec Consulting Services, Inc.  
2025 Boulevard Centre Drive  
Lexington, KY 40513

Dear Mr. Jones:

An inspection of your materials testing laboratory was performed on May 23, 2017. Your proposed deficiency corrections to the Materials Testing Center (MTC) on June 2, 2017. These deficiency corrections were completed by the MTC. The MTC is pleased to inform you that your laboratory is now in compliance with the requirements of the U.S. Army Corps of Engineers. The material we include here are available to perform for the U.S. Army Corps of Engineers.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material we include here are available to perform for the U.S. Army Corps of Engineers.

**Aggregate Tests:** ASTM C117, C127, C136, C138, C40, C46, C56, C702, C707, and C715

**Concrete Tests:** ASTM C138, C143, C172, C173, C231, C308, C42, C188, C488, C470, C486, C618, C1037, C1231, and C1462

**Rock Tests:** ASTM D2167, D4243, D4843, D4844, D8807, D8817, D1012 and MFC Laboratory Rock Core (Full Core Test)

**Soil Tests:** ASTM D422, D424, D2950, D5084, D1140, D1557, D1883, D2166, D2216, D2488, D4318, D4319, D4644, D4767, D5084, D5731, D7012 and Standard Proctor (Full Ballerina) Direct Shear

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers. See the MTC page at [www.usace.army.mil/EngineerRegistration/ProfessionalStandards/QualifiedLaboratories/](http://www.usace.army.mil/EngineerRegistration/ProfessionalStandards/QualifiedLaboratories/) for more information. If you have any questions, please contact me at [paul.j.jones@usace.army.mil](mailto:paul.j.jones@usace.army.mil) or call me at 703-616-1000. Your cooperation and assistance in this process is appreciated. We will contact you again when we have a new list of qualified laboratories to conduct material tests on May 26, 2018. Your cooperation in this process is appreciated.

Sincerely,  
Paul J. Jones  
Chief of Engineers  
Director  
Materials Testing Center

Copy Furnished: Deep Center / Louisville District



This USACE laboratory validation letter, though not required by the RFP, is provided for additional evidence of Stantec's laboratory qualifications.





## Section 3 - Project Team Qualifications

Identified in this spreadsheet are the Field Technicians, Project Engineer, and Laboratory Technicians who will be responsible for tasks associated with this contract. As requested on page 2 of the RFP, this spreadsheet includes each individual's position, office location, contact information (office phone and email address) and their respective certifications/qualifications.

Name	Position	Office Location	phone	email	Qualifications
Adam Crace	Professional Engineer	Lexington, KY	(859) 422-3084	<a href="mailto:adam.crace@stantec.com">adam.crace@stantec.com</a>	<b>POINT OF CONTACT FOR THIS CONTRACT.</b> Over 20 years of experience with geotechnical issues throughout the state including karst conditions. Kentucky: Professional Engineer #23443.
Donald Blanton	Professional Engineer	Lexington, KY	(859) 422-3033	<a href="mailto:donald.blanton@stantec.com">donald.blanton@stantec.com</a>	33 years of experience with 20 years of experience working on KYTC projects. Kentucky: Professional Engineer #17444
Ben Halada	Professional Engineer	Lexington, KY	(859) 422-3070	<a href="mailto:ben.halada@stantec.com">ben.halada@stantec.com</a>	12 years of experience with drilling and sampling procedures in central Kentucky. Kentucky: Professional Engineer #28668
Hugo Aparicio	Professional Engineer	Lexington, KY	(859) 422-3037	<a href="mailto:hugo.aparicio@stantec.com">hugo.aparicio@stantec.com</a>	43 years of experience with extensive experience with LFUCG and karst conditions and mitigation. Kentucky: Professional Engineer #17148
Ryan Jones	Laboratory	Lexington, KY	(859) 422-3060	<a href="mailto:ryan.jones@stantec.com">ryan.jones@stantec.com</a>	ACI: Concrete Field Testing Technician - Level 1; Concrete Laboratory Testing Technician - Level 1; Aggregate Testing Technician - Level 1; Concrete Strength Testing Technician. NICET: Geotechnical Engineering Technology/Laboratory Level I
Kevin Gilbert	Laboratory	Lexington, KY	(859) 422-3036	<a href="mailto:kevin.gilbert@stantec.com">kevin.gilbert@stantec.com</a>	ACI: Concrete Strength Testing Technician; Concrete Laboratory Testing Technician Level 1; Aggregate Testing Technician Level 1' NICET: Geotechnical Engineering Technology/Laboratory Level I



## Section 3 - Project Team Qualifications

Identified in this spreadsheet are the Field Technicians, Project Engineer, and Laboratory Technicians who will be responsible for tasks associated with this contract. As requested on page 2 of the RFP, this spreadsheet includes each individual's position, office location, contact information (office phone and email address) and their respective certifications/qualifications.

Name	Position	Office Location	phone	email	Qualifications
James Wray	Laboratory	Lexington, KY	(859) 422-3059	<a href="mailto:james.wray@stantec.com">james.wray@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training
Kenny Sallee	Field/ Laboratory Technician	Lexington, KY	(859) 422-3000	<a href="mailto:kenny.sallee@stantec.com">kenny.sallee@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training; NICET Construction Material Testing for Concrete and Asphalt – Level 1, Soils – Level 2, and CQA Geosynthetic Materials and Compacted Clay Liner Inspector
Ryan Clark	Field/ Laboratory Technician	Lexington, KY	(859) 422-3058	<a href="mailto:ryan.clark@stantec.com">ryan.clark@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training; ACI Aggregate Testing Technician- Level 1, ACI Concrete Laboratory Testing Technicians- Level 1, ACI Concrete Strength Testing Technician – Level 1, NICET Construction Material Testing for Soils, Concrete, and Asphalt – Level 1, AND CQA Compacted Clay Liner Inspector
Robert Spencer	Field/ Laboratory Technician	Lexington, KY	(859) 422-3000	<a href="mailto:robert.spencer@stantec.com">robert.spencer@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification ; Nuclear Density Gauge Safety Training; CQA Geosynthetic Materials and Compacted Clay Liner Inspector
Darlene Berryman	Field/ Laboratory Technician	Lexington, KY	(859) 422-3130	<a href="mailto:darlene.berryman@stantec.com">darlene.berryman@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training; ACI Aggregate Testing Technician- Level 1, ACI Concrete Laboratory Testing Technicians- Level 1, ACI Concrete Strength Testing Technician – Level 1, CQA Geosynthetic Materials and Compacted Clay Liner Inspector
Matt Winbun	Field/ Laboratory Technician	Lexington, KY	(859) 422-3000	<a href="mailto:matt.winbun@stantec.com">matt.winbun@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training; CQA Compacted Clay Liner Inspector
Tristan Hall	Field/ Laboratory Technician	Lexington, KY	(859) 422-3000	<a href="mailto:tristan.hall@stantec.com">tristan.hall@stantec.com</a>	ACI Concrete Field Testing Technician - Level 1 certification; Nuclear Density Gauge Safety Training



## Section 4 – Firm Qualifications Minimum Requirements

Minimum Requirements	Yes	No
Local Office / Laboratory – The Firm’s local office and fully equipped laboratory shall be located in Fayette or surrounding counties.	Yes	
<b>Firm Laboratory – The Firm’s Laboratory shall have the following certifications and accreditations:</b>		
<ul style="list-style-type: none"> <li>AASHTO R-18: Quality Management System for Construction Materials Testing Laboratories</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>ASTM E329: Standard for Agencies Engaged in Construction Inspection Testing, and Special Inspections</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>ASTM D3740: Minimum Requirements for Agencies Engaged in Testing of Soils and Rock</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>ASTM: C1077 Standard for Agencies Engaged in Testing of Concrete and Concrete Aggregates</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>CCRL: Inspected by the Cement and Concrete Reference Laboratory</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>AMRL: Inspected by the AASHTO Materials Reference Laboratory</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>AASHTO Accreditation or Equivalent Accreditation</li> </ul>	Yes	
<b>Project Engineer</b>		
<ul style="list-style-type: none"> <li>Engineer licensed to practice in the field of geotechnical engineering in the Commonwealth of Kentucky</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Minimum of four (4) years of experience</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Assigned to Local Office (as defined above)</li> </ul>	Yes	
<b>Field Technician(s)</b>		
<ul style="list-style-type: none"> <li>American Concrete Institute (ACI) Level I Certification</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>National Institute for Certification of Engineering Technologies (NICET) Soils Technician Level II</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>NICET Concrete Technician Level I</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Assigned to Local Office (as defined above)</li> </ul>	Yes	





Firm Submitting Proposal: Stantec Consulting Services Inc.

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

Contact Name: Adam Crace Title: Principal

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

Email address: adam.crace@stantec.com

**AFFIDAVIT**

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

1. His/her name is Adam Crace 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.

Adam Crace *[Signature]*

STATE OF Kentucky

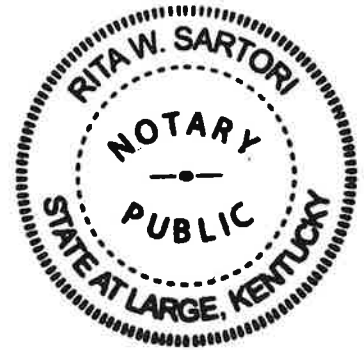
COUNTY OF Fayette

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

by Adam Crace on this the 6<sup>th</sup> day  
of December, 2019

My Commission expires: August 25, 2022

Rita W. Sartori 607362  
NOTARY PUBLIC, STATE AT LARGE  
expires 8/25/22





January 9, 2019

## **Notice to Employees: US EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICIES**

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

### Equal Opportunity Policy

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

### Affirmative Action Policy

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

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

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

### Application of Equal Opportunity and Affirmative Action Policies

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

### Workplace Harassment, Including Sexual Harassment

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





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

#### Zero Tolerance for Retaliation

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

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

#### Obligations of Company Personnel

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

#### Pay Transparency

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

#### Responsibility for Implementation

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

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

A handwritten signature in black ink, appearing to read "Gord Johnston", is written over a horizontal line.

Gord Johnston, CEO, Stantec

# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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



Signature

Stantec Consulting Services Inc.

*Name of Business*

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**WORKFORCE ANALYSIS FORM**

Name of Organization: Stantec Consulting Services 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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

**See attached**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

CO= L357814

U= L357814

**EQUAL EMPLOYMENT OPPORTUNITY  
2018 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. STANTEC  
61 COMMERCIAL STREET  
  
ROCHESTER, NY 14614

2.a. STANTEC  
61 COMMERCIAL STREET  
  
ROCHESTER, NY 14614  
MONROE COUNTY  
c. Y

**SECTION C - TEST FOR FILING REQUIREMENT**

1-N 2-N 3-N DUNS NO.: EIN :112167170

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 541330 Engineering Services

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** 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	6	3	200	0	0	2	0	0	30	0	0	1	0	1	243
FIRST/MID OFFICIALS & MGRS	29	14	665	7	1	30	1	12	226	1	0	9	0	1	996
PROFESSIONALS	298	169	3153	91	7	323	6	48	1374	41	0	205	6	40	5761
TECHNICIANS	96	27	781	36	0	31	4	12	238	12	0	29	3	9	1278
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	14	77	49	5	1	4	0	1	413	41	4	31	1	11	652
CRAFT WORKERS	0	0	10	0	0	0	0	0	0	0	0	0	0	0	10
OPERATIVES	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
LABORERS & HELPERS	0	0	11	0	0	0	0	0	0	0	0	0	0	0	11
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>443</b>	<b>290</b>	<b>4872</b>	<b>139</b>	<b>9</b>	<b>390</b>	<b>11</b>	<b>73</b>	<b>2281</b>	<b>95</b>	<b>4</b>	<b>275</b>	<b>10</b>	<b>62</b>	<b>8954</b>
PREVIOUS REPORT TOTAL	444	292	4902	137	6	392	11	93	2203	98	5	265	10	58	8916

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 12/15/2018 THRU 12/31/2018

**SECTION G - CERTIFICATION**

CERTIFYING OFFICIAL: MIA TALAVERA  
EEO-1 REPORT CONTACT PERSON: MIA TALVERA  
EMAIL: MIA.TALAVERA@STANTEC.COM

TITLE: EQUITY SPECIALIST-sENIOR CONSULTANT  
TITLE: EQUITY SPECIALIST-sENIOR CONSULTANT  
TELEPHONE NO: 7809176951  
CERTIFIED DATE[EST]: 06/12/2019 11:57 AM



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference #  RFP #48-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. K S Ware and Associates Julie Oliphant, PE, President 52 Lindsley Ave., Ste. 101 Nashville TN 37210 P: 615.255.9702   C: 615.775.4423 joliphant@kswarellc.com	WBE	Materials Testing	TBD by Task Order	10% anticipated
2. Leak Eliminators, LLC Bruce Whitaker 330 Lisle Industrial Ave. Lexington, KY 40511 502.352.3921 bruce@leadeliminators.com	Veteran	Traffic control and field testing support	TBD by Task Order	3% anticipated
3.				
4.				

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

Stantec Consulting Services Inc.

**Company**

12/11/2019

**Date**

Adam Crace

**Company Representative**

Principal

**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # RFP #48-2019

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

<b>Company Name</b> Stantec Consulting Services Inc.	<b>Contact Person</b> Adam Crace
<b>Address/Phone/Email</b> 3052 Beaumont Centre Cir., Lexington, KY 40513 859-422-3000 adam.crace@stantec.com	<b>Bid Package / Bid Date</b> RFP #48-2019 Construction Materials Testing / Dec. 18, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
K S Ware and Associates 52 Lindsley Ave., Ste. 101 Nashville TN 37210	Julie Oliphant	P: 615.255.9702 C: 615.775.4423 joliphant@kswarellc.com	12/4/2019	Materials Testing	phone/email	TBD by Task Order	Female	No
Leak Eliminators, LLC 330 Lisle Industrial Ave. Lexington, KY 40511	Bruce Whitaker	502.352.3921 bruce@leadeliminators.com	12/6/2019	Traffic control and field testing support	phone/email	TBD by Task Order	--	Yes

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

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

Stantec Consulting Services Inc.

**Company**

12/18/2019

**Date**

Adam Crace

**Company Representative**

Principal

**Title**

## **GENERAL PROVISIONS**

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

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

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

12/18/2019  
\_\_\_\_\_  
Date