

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of September 12, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Stantec Consulting Services Inc.** with offices located at **Lexington, Kentucky** (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for **RFP 21-2019 Requests for Qualifications for Professional Engineering Services** as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #21-2019 (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are 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**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Supplemental Environmental Project (SEP) obligation (Appendix K-2) to fund flood improvement projects by deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

#### **1.1. General**

**CONSULTANT** shall perform professional services as hereinafter stated that include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services incidental thereto.

#### **1.2. Incorporated Documents**

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #21-2019 (Including Appendices and Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT'S** response to RFP #21-2019).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

### **1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 21-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2.** The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # 21-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4.** The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

### **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall

be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** 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 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.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1. Methods of Payment for Services of CONSULTANT.

#### 5.1.1. For Basic Services

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

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

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

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

#### 5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

### **6.3. Legal Responsibilities and Legal Relations**

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

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

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

### **6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2.** **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

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

### **6.5. Disputes**

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

## **6.6. Accuracy of Consultant's Work**

**CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. DEFINITIONS**

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

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

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

## 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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



### **6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

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.

### **6.9.4. FINANCIAL RESPONSIBILITY**

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

### **6.9.5. INSURANCE REQUIREMENTS**

#### **6.9.5.1. Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.5.2. Renewals**

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

#### **6.9.5.3. Right to Review, Audit and Inspect**

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

#### **6.9.6. SAFETY AND LOSS CONTROL**

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

#### **6.9.7. DEFINITION OF DEFAULT**

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

#### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.

**8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or

documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**CONSULTANT:  
STANTEC CONSULTING SERVICES INC.**

BY: Linda Gorton

BY: Jason C. Maxwell  
JASON C. MAXWELL

LINDA GORTON, MAYOR

ATTEST:

[Signature] Deputy  
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY )

)

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jason Maxwell, as the duly authorized representative for and on behalf of Stantec, on this the 18<sup>th</sup> day of Sept, 2019.

My commission expires: 10-12-2022.

Stephen Davis  
NOTARY PUBLIC ID 610296

# EXHIBIT A

## Scope of Services RFP #21-2019 Request for Qualifications (RFQ) and Hourly Rates for Professional Engineering Services

### 1. Background

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Stormwater Improvement Projects in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will identify system improvements necessary to eliminate recurring street and structure flooding. The planned improvements must be implemented (constructed) by January 2021.

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

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

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

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

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

### 2. Contract Type and Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract (Attachment 3, Engineering Services Agreement). Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in approved Task Orders. Only the approval of project-specific Task Orders shall constitute a notice to proceed on specific projects.

The projects that are Consent Decree related will use the Task Order form found in Attachment 4. The projects that are not Consent Decree related will use the Task Order form found in Attachment 5.

consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Task Orders based on performance.

### 3. General Project Description

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

- Review of DWQ supplied information related to the specific project.
  - Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
  - Field Surveying.
  - Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ. DWQ will determine compensation amounts for easements and transmit the amounts to the CONSULTANT to prepare Memoranda of Understanding and purchase offer letters. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
  - Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
  - Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
  - Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other) and responding to permit grantor's requests for additional information until permit(s) are obtained. Fees for any permits shall be included in each proposal.
  - Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
  - Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
  - Prepare Engineer's pre-bid Opinion of Project Costs.
    - Design meetings: kick-off, progress as identified in the project scope of services, final review.
- Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:
- Conduct pre-bid conference

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

## 5. Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs and three percent (3%) of the total value of the work conducted be subcontracted to Veteran Owned Business Enterprises (VBE). The goals for the utilization of certified DBEs/VBE's as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For

| <b>Prime Consultant</b> | <b>Location (City, State)</b> | <b>Date Office Established</b> | <b>Total Number of Employees</b> | <b>No. of Employees expected to work on DWQ projects</b> |
|-------------------------|-------------------------------|--------------------------------|----------------------------------|----------------------------------------------------------|
| Headquarters            |                               |                                |                                  |                                                          |
| Local Office            |                               |                                |                                  |                                                          |
| PM Location             |                               |                                |                                  |                                                          |
|                         |                               |                                |                                  |                                                          |
| <b>Subconsultants</b>   |                               |                                |                                  |                                                          |
| Name:                   |                               |                                |                                  |                                                          |
| Service Provided        |                               |                                |                                  |                                                          |
| Headquarters            |                               |                                |                                  |                                                          |
| Local Office            |                               |                                |                                  |                                                          |
|                         |                               |                                |                                  |                                                          |
| Name:                   |                               |                                |                                  |                                                          |
| Service Provided        |                               |                                |                                  |                                                          |
| Headquarters            |                               |                                |                                  |                                                          |
| Local Office            |                               |                                |                                  |                                                          |
|                         |                               |                                |                                  |                                                          |
| Name:                   |                               |                                |                                  |                                                          |
| Service Provided        |                               |                                |                                  |                                                          |
| Headquarters            |                               |                                |                                  |                                                          |
| Local Office            |                               |                                |                                  |                                                          |
|                         |                               |                                |                                  |                                                          |

**Notes:**

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



Attachment 2

RFP #XX--2019 - Engineering Services for Division of Water Quality Projects

|                                                         |                                                               |                    |                              |                       |
|---------------------------------------------------------|---------------------------------------------------------------|--------------------|------------------------------|-----------------------|
| <b>Consultant Name:</b>                                 |                                                               |                    |                              |                       |
| <b>Project Category: Stormwater Quantity Management</b> |                                                               |                    |                              |                       |
| <b>Selection Criteria</b>                               | <b>Notes</b>                                                  | <b>Score (1-5)</b> | <b>Total Points Possible</b> | <b>Weighted Score</b> |
| Overall expertise of the firm                           | Acceptable: at least 3 similar projects                       |                    | 5                            |                       |
| Overall expertise of the Team members                   | Acceptable: at least 2 similar projects last 5 years          |                    | 15                           |                       |
| Past performance in the project category                | Based on work for LFUCG and/or reference clients              |                    | 20                           |                       |
| Project Manager Qualifications                          | Acceptable: at least 3 similar projects last 5 years          |                    | 20                           |                       |
| Risk Management Plan                                    | Acceptable: submits acceptable contingency plan               |                    | 10                           |                       |
| Office status and location of employees                 | 5.0 - Prime has Fayette Co. HQ                                |                    | 20                           |                       |
|                                                         | 4.5 - Prime has "local" HQ                                    |                    |                              |                       |
|                                                         | 4.0 - Prime has local office > 30 employees                   |                    |                              |                       |
|                                                         | 3.5 - Prime has local office ≤ 30 employees                   |                    |                              |                       |
|                                                         | 3.0 - Prime has non-local Kentucky HQ                         |                    |                              |                       |
|                                                         | 2.5 - Prime has non-local KY office                           |                    |                              |                       |
|                                                         | 1.0 to 2.0 - Prime has no Kentucky office (consider distance) |                    |                              |                       |
| Hourly Rates                                            | Acceptable: rates generally within 15% of the mean            |                    | 10                           |                       |
| <b>Final Technical Score</b>                            |                                                               |                    | <b>100</b>                   |                       |



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #21-2019 Engineering Services for Stormwater Indefinite Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 7, 2019**.

**A non-mandatory pre-proposal meeting will be conducted on May 29, 2019 at 9:00 AM at 125 Lisle Industrial Avenue Lexington, Ky.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP 21-2019 Engineering Services for Stormwater Indefinite Services**

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

**SELECTION CRITERIA:**

1. Overall Expertise of the Team Members in Project Category 15pts
2. Overall Expertise of the firm in Project Category. 5 pts
3. Past record and performance in the project category with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts
4. Project Manager Qualifications. 20 pts
5. Office status and location of employees of which degree of local employment is included, to be provided by the person or firm in the performance of the contract by the person or firm. 20 pts
6. Risk Management Plan 10 pts
7. Hourly Rates 10 pts

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

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

**AFFIDAVIT**

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

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

**Continued on next page**

## 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.

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

| Categories       | Total | White<br>(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>    |       |                                   |   |                    |   |                                                    |   |                                                                     |   |                                |   |                                                            |   |                                            |   |       |   |

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

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
                                                                Street                                                                City                                                                Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

| <b>Business</b>                                           | <b>Contact</b>                         | <b>Email Address</b>                                                             | <b>Phone</b> |
|-----------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------|--------------|
| <b>LFUCG</b>                                              | Sherita Miller                         | <a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>             | 859-258-3323 |
| <b>Commerce Lexington – Minority Business Development</b> | Tyrone Tyra                            | <a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>     | 859-226-1625 |
| <b>Tri-State Minority Supplier Diversity Council</b>      | Susan Marston                          | <a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>                     | 502-365-9762 |
| <b>Small Business Development Council</b>                 | Shawn Rogers<br>UK SBDC                | <a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>                   | 859-257-7666 |
| <b>Community Ventures Corporation</b>                     | Phyllis Alcorn                         | <a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>                           | 859-231-0054 |
| <b>KY Transportation Cabinet (KYTC)</b>                   | Melvin Bynes                           | <a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>                   | 502-564-3601 |
| <b>KYTC Pre-Qualification</b>                             | Shella Eagle                           | <a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>                     | 502-782-4815 |
| <b>Ohio River Valley Women’s Business Council (WBENC)</b> | Sheila Mixon                           | <a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>                         | 513-487-6537 |
| <b>Kentucky MWBE Certification Program</b>                | Yvette Smith, Kentucky Finance Cabinet | <a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>                     | 502-564-8099 |
| <b>National Women Business Owner’s Council (NWBOC)</b>    | Janet Harris-Lange                     | <a href="mailto:janet@nwbo.org">janet@nwbo.org</a>                               | 800-675-5066 |
| <b>Small Business Administration</b>                      | Robert Coffey                          | <a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>                   | 502-582-5971 |
| <b>LaVoz de Kentucky</b>                                  | Andres Cruz                            | <a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>                     | 859-621-2106 |
| <b>The Key News Journal</b>                               | Patrice Muhammad                       | <a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a> | 859-685-8488 |



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|-------------------------------------------------------|--------------------------------------------------------|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1.                                                    |                                                        |                      |                             |                                |                           |
| 2.                                                    |                                                        |                      |                             |                                |                           |
| 3.                                                    |                                                        |                      |                             |                                |                           |
| 4.                                                    |                                                        |                      |                             |                                |                           |

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

|                                 |                                                  |
|---------------------------------|--------------------------------------------------|
| <b>Project Name/ Contract #</b> | <b>Work Period/ From:</b> _____ <b>To:</b> _____ |
| <b>Company Name:</b>            | <b>Address:</b>                                  |
| <b>Federal Tax ID:</b>          | <b>Contact Person:</b>                           |

| Subcontractor Vendor ID<br>(name, address, phone, email) | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|----------------------------------------------------------|---------------------|--------------------------|-------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------|------------------------------|----------------------------|
|                                                          |                     |                          |                                                       |                                   |                                                                 |                              |                            |
|                                                          |                     |                          |                                                       |                                   |                                                                 |                              |                            |
|                                                          |                     |                          |                                                       |                                   |                                                                 |                              |                            |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

---

Signature

---

Date



## INSURANCE REQUIREMENTS

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

### Required Insurance Coverage

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

| <u>Coverage</u>                                                | <u>Limits</u>                                                                          |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------|
| General Liability<br>(Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Professional Liability                                         | \$1,000,000                                                                            |
| Worker's Compensation                                          | Statutory                                                                              |
| Employer's Liability                                           | \$100,000                                                                              |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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

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

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

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

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

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

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

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

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

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

#### 4. Submittals

Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies). Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

##### Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (**two pages maximum**)
  - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)

assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3323

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE/VBE initiatives in each Task Order they are awarded.

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked by the evaluation committee using the following criteria:

|                                                               |            |
|---------------------------------------------------------------|------------|
| Overall expertise of the firm in project category (1)         | 5 points   |
| Overall expertise of the Team members in project category (1) | 15 points  |
| Past performance in the project category (2)                  | 20 points  |
| Project Manager Qualifications (3)                            | 20 points  |
| Risk Management Plan                                          | 10 points  |
| Office status and location of employees (4)                   | 20 points  |
| Hourly Rates (5)                                              | 10 points  |
|                                                               | 100 points |

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on storm water projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.
5. Hourly rates must be within 15 percent of the mean for all prospective consultants to be rated as "acceptable".

Attachment 1

Project Team Location(s)



ATTACHMENT 2

|                                                                                   |
|-----------------------------------------------------------------------------------|
| <b>RFP #XX-2019 - Engineering Services for Division of Water Quality Projects</b> |
|-----------------------------------------------------------------------------------|

Affidavit \_\_\_\_\_  
 Affirmative Action \_\_\_\_\_  
     Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

|           |
|-----------|
| Comments: |
|-----------|

| Description                                                                      | Adjective    | Numeric Rating |
|----------------------------------------------------------------------------------|--------------|----------------|
| Fails to meet minimum requirements; major deficiencies which are not correctable | Unacceptable | 1              |
| Fails to meet requirements, significant deficiencies that may be correctable     | Poor         | 2              |
| Meets requirements; only minor deficiencies which can be clarified               | Acceptable   | 3              |
| Meets requirements and exceeds some requirements; no deficiencies                | Good         | 4              |
| Exceeds most, if not all requirements; no deficiencies                           | Excellent    | 5              |

2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #xx-2019 (Including Appendices and Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #XX-2019).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

### 1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # XX-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP # XX-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).



- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** 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 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.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1. Methods of Payment for Services of **CONSULTANT**.

#### 5.1.1. For Basic Services

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

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

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

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

#### 5.1.2. For Extra Work

shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

**6.3. Legal Responsibilities and Legal Relations**

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

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

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

**6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2.** In no event shall the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

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

**6.5. Disputes**

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

**6.6. Accuracy of Consultant's Work**

employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### **6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

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,

- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**6.9.5.2. Renewals**

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

**6.9.5.3. Right to Review, Audit and Inspect**

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

**6.9.6. SAFETY AND LOSS CONTROL**

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

**6.9.7. DEFINITION OF DEFAULT**

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



**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**

**EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

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 Consultant and returned to \_\_\_\_\_.  
A fully executed copy will be returned to the Consultant.*





# CERTIFICATE OF LIABILITY INSURANCE

10/1/2020      DATE (MM/DD/YYYY) 9/13/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain provisions of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

## EXHIBIT B

|                                                                                                                                |                                                                                       |                       |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------|
| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000              | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b>        | <b>FAX (A/C, No):</b> |
|                                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>                                                  |                       |
| <b>INSURED</b><br>1414100 STANTEC CONSULTING SERVICES INC.<br>370 INTERLOCKEN BOULEVARD, SUITE 300<br>BROOMFIELD CO 80021-8012 | <b>INSURER A :</b> Berkshire Hathaway Specialty Insurance Company <b>NAIC #</b> 22276 |                       |
|                                                                                                                                | <b>INSURER B :</b> AIG Specialty Insurance Company      26883                         |                       |
|                                                                                                                                | <b>INSURER C :</b>                                                                    |                       |
|                                                                                                                                | <b>INSURER D :</b>                                                                    |                       |
|                                                                                                                                | <b>INSURER E :</b>                                                                    |                       |
|                                                                                                                                | <b>INSURER F :</b>                                                                    |                       |

**COVERAGES**      **CERTIFICATE NUMBER:** 14189048      **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COM/POP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          | NOT APPLICABLE                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                      |           |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N       | N/A      | NOT APPLICABLE                       |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ XXXXXXXX<br>E L DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E L DISEASE - POLICY LIMIT \$ XXXXXXXX                                                       |
| A        | Professional Liab                                                                                                                                                                                                                                                | N         | N        | 47-EPP-308810<br>NO RETROACTIVE DATE | 10/1/2019               | 10/1/2020               | \$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS                                                                                                                                                                                                   |
| B        | Contractors Pollution Liab                                                                                                                                                                                                                                       |           |          | CPO8085428                           | 10/1/2019               | 10/1/2021               | \$3,000,000 PER LOSS/AGG                                                                                                                                                                                                                       |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 STANTEC PROJECT: 175662009L; 100, RE: SANITARY SEWER SYSTEM CAPACITY ASSURANCE PROGRAM, THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. AM BEST RATING FOR INSURER E IS A XV.

|                                                                                                                                     |                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>14189048<br>LFUCG DIVISION OF RISK MANAGEMENT<br>200 EAST MAIN STREET, SUITE 925<br>LEXINGTON KY 40507 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/26/2019

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

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

|                                                                                                               |                                                            |                |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:                                              |                |
|                                                                                                               | PHONE (A/C, No, Ext):                                      | FAX (A/C, No): |
|                                                                                                               | E-MAIL ADDRESS:                                            |                |
|                                                                                                               | INSURER(S) AFFORDING COVERAGE                              |                |
|                                                                                                               | INSURER A : Berkshire Hathaway Specialty Insurance Company | NAIC # 22276   |
|                                                                                                               | INSURER B : Travelers Property Casualty Co of America      | 25674          |
|                                                                                                               | INSURER C :                                                |                |
|                                                                                                               | INSURER D :                                                |                |
|                                                                                                               | INSURER E :                                                |                |
|                                                                                                               | INSURER F :                                                |                |

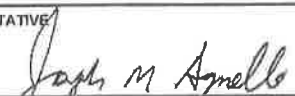
INSURED  
1415077 STANTEC CONSULTING SERVICES INC.  
370 INTERLOCKEN BOULEVARD, SUITE 300  
BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 16046527 REVISION NUMBER: XXXXXXXX

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

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER                                                              | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS                                                                                                                                                                                                                                            |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------------------------------------------------------|----------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL/CROSS<br><input checked="" type="checkbox"/> XCU COVERED<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | N         | N        | 47-GLO-307584                                                              | 5/1/2019                         | 5/1/2020                         | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B<br>B<br>B | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                                                     | N         | N        | TC2J-CAP-8E086819<br>TJ-BAP-8E086820<br>TC2J-CAP-8E087017                  | 5/1/2019<br>5/1/2019<br>5/1/2019 | 5/1/2020<br>5/1/2020<br>5/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
| A           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$                                                                                                                                                                                                      | N         | N        | 47-UMO-307585                                                              | 5/1/2019                         | 5/1/2020                         | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX                                                                                                                                                                             |
| B<br>B<br>B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                          | Y/N<br>N  | N/A      | TC2J-UB-8E08592 (AOS)<br>TRJ-UB-8E08593 (MA, WI)<br>EXCEPT FOR OH ND WA WY | 5/1/2019<br>5/1/2019             | 5/1/2020<br>5/1/2020             | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |

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

|                                                                                                                                  |                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>16046527<br>TO WHOM IT MAY CONCERN<br>370 INTERLOCKEN BOULVEARD<br>SUITE 300<br>BROOMFIELD CO 80021 | <b>CANCELLATION</b><br>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<br>                                                                     |



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

## Exhibit C

June 7, 2019

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

**Attention: Todd Slatin, Purchasing Director**  
**Reference: RFP #21-2019 Engineering Services for Stormwater Indefinite Services**

Dear Mr. Slatin,

Stantec Consulting Services Inc. (Stantec) is pleased to submit our Statement of Qualifications for Engineering Services associated with the Stormwater Indefinite Services Project referenced in your Request for Proposals (RFP) document. Stantec has a proven track record providing professional engineering services to LFUCG and employs a local staff of more than 200 professionals in our Lexington office. Joining the Stantec Team is Integrated Engineering, PLLC (IE) and Leak Eliminators, LLC (Leak). IE is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG's Capacity Assurance Program, Stormwater ID/IQ Contract, along with several other municipal infrastructure projects for Louisville MSD and Sanitation District No. 1 (SD#1). Leak is a Veteran Owned Business Enterprise (VBE) and has partnered with Stantec on many LFUCG sewer rehab designs, infrastructure condition assessment, and permitting projects.

Additional highlights of the Stantec Team include:

- A local Project Manager experienced in some of LFUCG's most complex stormwater projects who will ensure that you will receive the service that LFUCG has come to expect from working with Stantec;
- A 100% local Project Team with extensive local experience; all of which have been successfully performing stormwater capital improvement projects for you since the mid-1990's;
- Good track record of responsible fiscal performance on LFUCG projects;
- Nationally recognized, in-house local geotechnical expertise, including drilling operations and a federal/state-certified soils laboratory located in Lexington;
- A local MBE and VBE with relevant experience and the in-house capabilities to maximize Stantec's ability to meet LFUCG's DBE procurement goals on each individual task order; and
- An experienced team with more than 30 years of developing and designing LFUCG stormwater capital projects, and that understands public perception and concern with a track record of public buy-in on capital improvement programs.

Thank you for the opportunity to submit this Statement of Qualifications. With the Stantec team, you get a team that not only will address your stormwater issues, but one that works together with stakeholders to create safe and manageable stormwater design solutions that everyone can be proud of.

Regards,

Stantec Consulting Services Inc.

**Jason Maxwell, PE**  
Project Manager  
Mobile: 859.333.9716  
Office: 859.422.3005  
Jason.Maxwell@stantec.com

Design with community in mind

## Firm Qualifications

Stantec is a multi-disciplinary consulting firm with a **proven track record** for providing quality stormwater and wastewater services to LFUCG for over 30 years. Stantec unites approximately 22,000 employees (including Stantec affiliates) working in over 270 locations across six continents. Locally, we employ more than 200 professionals in our office at 3052 Beaumont Centre Circle in Lexington.



LFUCG will continue to receive the same consistently high-quality services from the same familiar faces that have supported DWQ on over 20 past stormwater improvement projects.

Stantec has been a “go-to” stormwater provider for LFUCG for over 20 years. We understand as well as anybody the key aspects of the Stormwater Improvement Program (SWIP). Stantec has also 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 recognizes LFUCG’s goal to identify and capitalize on opportunities to reduce overall program costs.

Joining the Stantec Team is **Integrated Engineering, PLLC (IE)** and **Leak Eliminators, LLC (Leak)**.

**Integrated Engineering, PLLC (IE)** is a Lexington-based, Minority Owned Business Enterprise (MBE) and is currently teamed with Stantec on LFUCG’s design contracts and Capacity Assurance Program and several other infrastructure projects for Louisville MSD, Sanitation District No. 1 (SD1), and the Kentucky Division of Water. IE possesses valuable experience on design efforts with LFUCG, enabling our entire team to execute your projects swiftly, with no learning curve on your Technical Manuals/requirements.

**Leak Eliminators, LLC (Leak)** is a certified Veteran Owned Business Enterprise (VBE) and has been serving LFUCG for more than 17 years. Specializing in sewer cleaning, inspection and repair, Leak will provide unique perspectives to the projects. We anticipate utilizing Leak to provide as needed inspection and data collection, insight on Lexington’s sewer system challenges, traffic control for field services, and assistance on evaluating local rehabilitation methods and products.

Our Entire Team is the **low risk choice** with proven experience on LFUCG’s stormwater projects. Under the City’s previous Stormwater Program, Stantec assisted LFUCG in addressing more than twenty (20) projects from the Stormwater Priority Project list, including most recently, investigations/designs at **Peachtree Road/ Woodhill Drive, Wilson Downing Road, Bolivar Street, Gribbin Drive, and Clayvis Court**. Stantec’s project team is familiar with Division of Water Quality (DWQ) project expectations and personnel, and has proven experience designing sound solutions to address localized urban drainage problems. 70% of the projects listed in Table 2.1, your project manager has either worked on or managed.

In addition to our extensive local experience, our Team will also leverage stormwater experience from additional key clients such as Louisville MSD, SD1 in Northern Kentucky, MSD of Greater Cincinnati, Frankfort, Elizabethtown, and Richmond, Kentucky, Chattanooga, TN, and Mason and Fairfield, OH, and elsewhere around the region. Our depth of local experience and breadth of regional experience provides a valuable design foundation for your needs.



Stantec’s “screening tool” approach to stormwater improvements helps validate or refute LFUCG’s need to expend more dollars to further evaluate and design appropriate stormwater management alternatives.

Stantec has come to appreciate the “**screening tool**” approach to LFUCG’s stormwater projects. Rather than jumping to detailed design alternatives, our initial approach is to first identify whether there is real flooding or property loss. When properly conducted, projects can be validated or refuted prior to LFUCG needing to expend critical funds to further design appropriate stormwater management options. As demonstrated on the **Mercer Road** and **Mason Headley** projects, it was determined that no stormwater improvement alternatives were warranted. This approach, employed by Stantec, allowed LFUCG to focus capital improvement funds where they were most needed.

We offer a deep bench of knowledgeable, experienced staff in the evaluation and hydrologic/hydraulic modeling of municipal infrastructure and urban drainage systems. Additionally, we employ over 30 licensed geotechnical engineers and geologists with a wealth of expertise on local hydrogeologic behavior, karst/sinkhole features, and subsurface flow evaluations.

**Table 2.1 Stantec’s Relevant LFUCG Experience**

| Project Name                                      | Quality / Schedule Expectations Met? | Project Name (continued)                            | Quality / Schedule Expectations Met? |
|---------------------------------------------------|--------------------------------------|-----------------------------------------------------|--------------------------------------|
| Peachtree Road/ Woodhill Drive Storm Improvements | Ongoing                              | Roanoke/ Lane Properties Restoration                | ✓                                    |
| Wilson Downing Road Stream Improvements           | Ongoing                              | 1997 Stormwater Improvement Program                 | ✓                                    |
| Woodfield Homes Retention Pond                    | Ongoing                              | Aiumni Drive Stream Restoration                     | ✓                                    |
| Loch Lomond CIP                                   | ✓                                    | KAW Stream Restoration                              | ✓                                    |
| Mason Headley CIP                                 | ✓                                    | Veterans Park Dam Removal                           | ✓                                    |
| South Elkhorn Watershed Modeling                  | ✓                                    | Idle Hour Park Stream Restoration Feasibility Study | ✓                                    |
| Trafton Street Stormwater Design                  | ✓                                    | Green Acres Stream Restoration                      | ✓                                    |
| Trafton Pump Station Feasibility Study            | ✓                                    | Clayvis Court Channel                               | ✓                                    |
| Forston Ave. Drainage Improvements                | ✓                                    | Thoroughbred Acres Bioretention Basin               | ✓                                    |
| Heatherwood Townhomes Detention                   | ✓                                    | LBX Wash Pad                                        | ✓                                    |
| Lake Shore Storm Sewer Replacement                | ✓                                    | Link-Belt Wetlands                                  | ✓                                    |
| Skycrest Drainage Project                         | ✓                                    | Gribbin Drive Detention Basin                       | ✓                                    |
| LFUCG FEMA Map Activity Statement                 | ✓                                    | Coldstream Park Outlet Structure                    | ✓                                    |
| LFUCG FEMA Flood Map Update                       | ✓                                    | Dixie Park Stream Restoration                       | ✓                                    |
| Bowman Mill/Cave Hill Tributaries Study           | ✓                                    | Lexmark Rainwater Harvesting System                 | ✓                                    |
| Stone Road Detention Basin                        | ✓                                    | Kentucky Horse Park 319 Project                     | ✓                                    |
| Montavesta Detention Basin                        | ✓                                    | Lakeview Estates Outfall Study                      | ✓                                    |

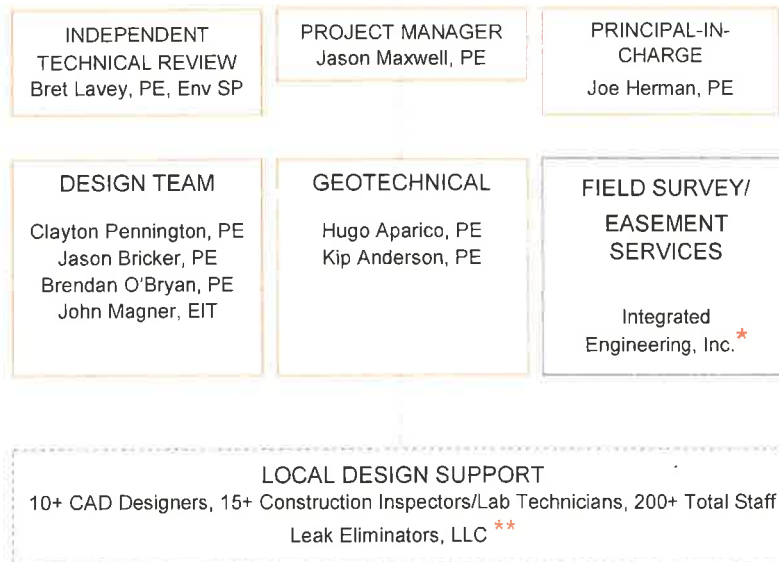
# Project Team



Stantec's Team is 100% local and includes a strong bench of stormwater design experts, back-stopped with additional local geotechnical, transportation, and structural expertise, support staff, and experienced DBE and VBE partners.

Stantec provides LFUCG with the comprehensive experience and depth of technical knowledge necessary to complete any variety of stormwater management projects categorized in your Request for Qualifications. The following paragraphs highlight the credentials of the project management, engineering, and surveying staff identified in the organizational chart. These individuals have been assigned to this project and will play key roles in project execution. Each team member listed in the organizational chart below has prior experience on LFUCG projects. A review of the resume highlights that follow demonstrate that Stantec provides best value to LFUCG with respect to our local professional ability and qualifications.

This organizational chart identifies the key members of Stantec's team toward this work.



\* - denotes DBE \*\* - denotes VBE

## Project Management Team

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**Jason Maxwell, PE**  
Role: **Project Manager**  
Firm: **Stantec**  
Years Experience: **13**  
Education:  
**B.S. Biosystems Engineering,**  
University of Kentucky, 2006  
**M.S. Biosystems**  
**Engineering,** University of  
Kentucky, 2008  
Office Location:  
**Lexington, KY**

**Jason Maxwell, PE** will serve as your **Project Manager** and will be your main point of contact for the overall contract. Jason is a Senior Water Resources Engineer with Stantec with more than 13 years' experience. He has relevant experience managing MSA contracts and has led the design of numerous stormwater and wastewater infrastructure projects for LFUCG and other large Consent Decree communities in the region, including: Sanitation District No. 1 of Northern Kentucky (SD1), Metropolitan Sewer District of Louisville and Jefferson County (Louisville MSD), and Chattanooga, TN. Jason employs a "hands-on" project management approach and has a proven track record of technical quality, fiscal responsibility and project timeliness. He understands the importance of adopting a "no excuses" approach to project delivery and anticipating/managing project risks. Jason was the Project Manager for **Elizabethtown, Kentucky's Hawkins Steel Basin Stormwater Improvements** project which included the design of three bridge structures and approximately one mile of realigned stream channel.

In addition to a strong local and regional project management resume, Jason brings specific project experience in engineering design for municipal stormwater and sanitary sewer systems, hydrologic and hydraulic modeling, sewer rehabilitation, sewer condition assessment studies, EPA Consent Decree Program Management, and inflow/infiltration studies. Jason also has detailed experience in implementing hydrologic and hydraulic data into advanced modeling software applications such as HEC-HMS, HEC-RAS, and SWMM. Jason's recent stormwater experience includes design for **Wilson Downing Road, Clayvis Court, Gribbin Drive**, and the on-going **Woodhill Drive and Peachtree Road** design project and support on several of LFUCG's stormwater improvement projects, including **Loch Lomond, Mason Headley, and South Elkhorn Watershed Modeling**.

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**Joe Herman, PE**  
Role: **Principal-in-Charge**  
Firm: **Stantec**  
Years Experience: **24**  
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 the **Principal-in-Charge**. Joe has a proven track record executing LFUCG stormwater and wastewater projects. He led LFUCG's Sanitary Sewer Assessments (SSAs) and managed LFUCG's Capacity Assurance Program. Joe brings consistency and proven project management skills to Stantec's stormwater projects, as well as a strong knowledge and background of working on a broad range of stormwater and flood protection projects for LFUCG. He was specifically selected for this project because of his ability to communicate with a variety of audiences including technical experts at LFUCG, LFUCG customers, and other stakeholders. The list of Joe's LFUCG stormwater projects is extensive and includes

- Woodhill Drive & Peachtree Road Stormwater Analysis & Design
- Coldstream Park and Gribbin Drive Stormwater Projects
- Loch Lomond Stormwater Improvements
- Trafton Street Drainage Study and Design
- South Elkhorn Watershed Modeling
- Skycrest Neighborhood Stormwater Study and Design
- Bowman Mill and Cave Hill Tributaries Flood Study
- Fayette County Map Modernization and Flood Insurance Studies
- Hawthorne Drive Stormwater Analysis

In addition to this impressive resume of local stormwater projects, Joe also boasts valuable experience with **Cincinnati MSD's Bold Face (CSO 419) Sewer Separation** project and **Elizabethtown, Kentucky's Hawkins Steel Basin Stormwater Improvements**. As the Principal-In-Charge, Joe has the authority to assign staff as needed to meet LFUCG's project needs and will ensure that LFUCG continues to receive the same excellent service and local responsiveness that they have come to expect from Stantec.

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**Bret Lavey, PE, ENV SP**  
Role: **Independent Technical Review**  
Firm: **Stantec**  
Years Experience: **15**  
Education:  
**B.S. Civil Engineering,**  
University of Kentucky, 2005  
Office Location:  
**Lexington, KY**

**Bret Lavey, PE, ENV SP** will provide **Independent Technical Review** for this project. In this role, Bret will provide high-level QA/QC of proposed designs and independently evaluate opportunities to reduce overall project construction costs (value engineering). Stantec specifically includes a QA/QC and Value Engineering Team in response to LFUCG's goal to identify opportunities to reduce program costs, while still meeting Consent Decree objectives. Bret has detailed experience and knowledge in design and analysis of water resource and civil engineering projects and the applications of Geographic Information Systems (GIS). He has experience in a variety of commercial hydrologic and hydraulic models and vast stormwater design experience.

Bret served as the Project Manager for the **Clayvis Court and Wilson Downing Road Stormwater Projects**. Bret has also served as the Lead Engineer responsible for evaluating and designing storm sewer improvements associated with **Trafton and Versailles Roads**, the **Loch Lomond Stormwater Improvements**, and the **Jessie Clark Sinkhole Study** and has various other stormwater experience for LFUCG such as the **Fayette County Map Modernization** efforts and **South Elkhorn Watershed Modeling**. Bret was also the Project Manager on the **Fowlers Fork Drainage Basin Masterplan** for SD1 in Union, Kentucky.

## Engineering Design Team

**Jason Bricker, PE; Clayton Pennington, PE; Brendan O'Bryan, PE and John Magner, EIT** will be the core **Design Team** for this project. This design team has been hand-picked for this type of project due to their specific design experience.

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**Jason Bricker, PE**  
Role: **Design Team**  
Firm: **Stantec**  
Years Experience: **22**  
Education:  
**B.S. Civil Engineering,**  
University of Kentucky, 1996  
Office Location:  
**Lexington, KY**

**Jason Bricker, PE** is a Senior Project Engineer with extensive transportation and stormwater design experience. He was responsible for the design of 2,200 linear feet of relocated 12' x 8' box culvert associated with the **Newtown Pike Extension Project**. Jason was also responsible for the design associated with the sanitary trunk sewers for the UK Trunk along Manchester Street. His other recent urban stormwater projects include: 800 feet of 54-inch storm sewer to replace an open ditch system, a precast structure to replace a small dilapidated bridge with flooding problems, and a series of retention basins to help alleviate existing flooding for District 11 of KYTC. Jason's related experience and transportation focus will provide an additional perspective on stormwater design projects within our Design Team.



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**Clayton Pennington, PE**

Role: **Design Team**

Firm: **Stantec**

Years Experience: **9**

Education:

**B.S. Civil Engineering,**

University of Dayton, 2010

Office Location:

**Lexington, KY**

**Clayton Pennington, PE** is a Senior Project Engineer with 9 years of design experience. Clayton will help lead the **Design Team**. Specifically, Clayton has expertise in the analysis and design of hydraulic and hydrologic structures, and site designing. Clayton had led designs teams that have performed hydrologic and hydraulic analysis of ditches, pipe networks, culverts and pond storage capacities, as well as site grading. He has also performed site design and volumetric studies using AutoCAD Civil 3D. He is experienced with SWMM, HEC-HMS and HEC-RAS.

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**Brendan O'Bryan, PE**

Role: **Design Team**

Firm: **Stantec**

Years Experience: **5**

Education:

**B.S. Civil Engineering,**

University of Kentucky, 2012

Office Location:

**Lexington, KY**

**Brendan O'Bryan, PE** is a Project Engineer with experience in the planning, design and construction of water, stormwater, and wastewater infrastructure. His project roles have included stormwater engineering, erosion control design and inspection, water supply engineering, hydrologic and hydraulic modeling, technical writing, project permitting and construction inspection. Brendan is well versed in the use of several engineering and design platforms including XP SWMM, EPANET, EPA SWMM, ArcGIS, AutoCAD and HEC-RAS.

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**John Magner, EIT**

Role: **Design Team**

Firm: **Stantec**

Years Experience: **3**

Education:

**B.S. Civil Engineering,**

University of Kentucky, 2015

**MBA,** University of

Kentucky, 2016

Office Location:

**Lexington, KY**

**John Magner, EIT** rounds out your **Design Team**. John is a Design Engineer in Stantec's Lexington, Kentucky office with experience in stormwater BMP, storm sewer, and stream restoration design, permitting, modeling, drawing and specification development, cost estimation, and construction oversight in Fayette County. John has served as the lead Project Engineer on all of Stantec's **LFUCG Stormwater Quality Projects Incentive Grant Program** projects over the past three years, as well as various stormwater related feasibility studies and projects in Lexington. In addition, He helps calibrate and maintain the City's Sanitary Sewer Capacity Assurance Program (CAP) model, and regularly performs model runs to evaluate sanitary sewer projects.

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**Hugo Aparicio, PE**

Role: **Geotechnical Team**

Firm: **Stantec**

Years Experience: **43**

Education:

**B.S. Civil Engineering,**

University of Kentucky, 1973

**M.S. Civil Engineering,**

University of Kentucky, 1976

Office Location:

**Lexington, KY**

**Hugo Aparicio, PE** has over 43 years of experience performing subsurface explorations and geotechnical 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. Hugo has a strong understanding of Lexington's geology and routinely develops designs for ponds and basins. His exploratory methods include excavation of the subsoil to expose the underlying bedrock surface and conducting dye tests to determine the outlet point of groundwater entering the karst features. His experience includes the surveying, mapping, subsurface exploration, and treatment of karst features throughout Fayette and the surrounding counties.

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**Kip Anderson, PG, PE**  
Role: **Geotechnical Team**  
Firm: **Stantec**  
Years Experience: **20**  
Education:  
**B.S. Civil Engineering,**  
Missouri University of  
Science and Technology,  
1999  
Office Location:  
**Lexington, KY**

**Kip Anderson, PG, PE** is a Senior Geotechnical Engineer and team lead for multiple geotechnical investigations across Kentucky and the southeast United States. Typical design projects include the design of shallow and deep foundation systems, slope stability and seepage analysis of earth and concrete dams, karst exploration and remediation, retaining wall design, and the determination of potential settlement. Design projects have been completed for state and federal governments as well as private residential/commercial developments. Kip has performed numerous karst surveys including the **Huntertown Road and Wellington Rose Karst Survey in Versailles, KY, Beaumont Farm Karst Study in Lexington, KY, and the Ward Hall Subdivision Sinkhole Exploration in Georgetown, KY.**

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

**Eddie Mesta, PE** is Vice President for Integrated Engineering, PLLC (IE) headquartered in Lexington, Kentucky. Eddie will lead the IE team responsible for **Field Surveying and Easements**. He has design and permitting experience on stormwater and wastewater projects for LFUCG. Eddie is familiar with LFUCG's field surveying and permitting requirements, having provided similar services on the **Lexington Mall Sanitary Sewer Relocation, Bob O'Link Trunk Replacement, and Cardinal Lane Sanitary and Storm Improvements.**

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**Bruce Whitaker**  
Role: **Field Services and Design Support**  
Firm: **Leak Eliminators, LLC**  
Years Experience: **17**  
Office Location:  
**Lexington, KY**

**Bruce Whitaker**, owner of **Leak Eliminators (Leak)**, will serve as the primary point of contact for Leak on this contract. Leak has been supporting LFUCG by providing sewer maintenance and repair/rehabilitation services for over 17 years. Their experience and staff provide an excellent resource and different perspective to our Team. We will call upon their experience to assist in reviewing SOPs, as well as share their insight/perception into specific construction methodologies and product challenges used during construction. Using their local knowledge, through their sewer construction and rehabilitation work, they will provide the opportunity to minimize costs and delays during product selection and construction.

*Why is Leak included?*

## Risk Management Plan



Stantec has provided uninterrupted service and continuity on LFUCG Stormwater ID/Q Projects since 1987.

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 have extensive experience leading stormwater design projects. Additionally, Stantec's local office boasts at least nine (9) project managers that could easily step into the management role on stormwater design projects.

Locally, Stantec employs more than 200 professionals providing us with additional depth should it be necessary. Corporate-wide, Stantec employs over 22,000 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!



Stantec has had a Lexington office since 1996! We currently employ over 200 employees in our Beaumont Centre Circle office.

For proof of Stantec's team-based approach, LFUCG merely needs to look to the Group 1, 2 & 3 Sanitary Sewer Assessments: **Wilson Downing Road, Woodhill and Peachtree Road Stormwater Projects**. On these projects, Stantec utilized a team-based approach in which Joe Herman, Bret Lavey, and Jason Maxwell worked interchangeably to effectively lead project progress meetings, prepare project invoices, provide technical direction, and manage daily field activities consistently.



## List of Clients

Table 4.1 contains client contact information for all the Stormwater Management projects summarized in Section 5.

**Table 4.1 Client Contacts**

| <b>LFUCG</b>                                                                                                                                                       |               |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Greg Lubeck                                                                                                                                                        | 859.258.3446  | glubeck@lexingtonky.gov          |
| <b>Project(s):</b> 1. Woodhill Drive & Peachtree Rd Storm Design & Analysis<br>2. Wilson Downing Road Stream Improvements<br>3. Various Other SWIPs (1997-present) |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Andrew Grunwald                                                                                                                                                    | 859.258.3597  | agrunwal@lexingtonky.gov         |
| <b>Project(s):</b> Newtown Pike Extension - Box Culvert Design                                                                                                     |               |                                  |
| <b>Metropolitan Sewer District of Greater Cincinnati (MSDGC)</b>                                                                                                   |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Lindsey Staley                                                                                                                                                     | 513.244.3908  | Lindsey.Staley@cincinnati-oh.gov |
| <b>Project(s):</b> CSO 419 (Bold Face) Separation                                                                                                                  |               |                                  |
| <b>Sanitary District No. 1 of Northern Kentucky</b>                                                                                                                |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Sean Blake                                                                                                                                                         | 859.578.7468  | sblake@sd1.org                   |
| <b>Project(s):</b> Fowlers Fork Drainage Basin Masterplan                                                                                                          |               |                                  |
| <b>Ecogro</b>                                                                                                                                                      |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Jim Hanssen                                                                                                                                                        | 859.621.7461  | jim@ecogro.net                   |
| <b>Project(s):</b> Various Lexington Stormwater Incentive Grant Projects                                                                                           |               |                                  |
| <b>Kentucky American Water</b>                                                                                                                                     |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Adam Tilley                                                                                                                                                        | 859.533.4713  | adamtilley@amwater.com           |
| <b>Project(s):</b> Richmond Road Stream Restoration                                                                                                                |               |                                  |
| <b>City of Elizabethtown, Kentucky</b>                                                                                                                             |               |                                  |
| <b>Name:</b>                                                                                                                                                       | <b>Phone:</b> | <b>e-mail:</b>                   |
| Robert Bush                                                                                                                                                        | 270.765.7873  | robert.bush@elizabethtownky.gov  |
| <b>Project(s):</b> Hawkins Steel Drive Stormwater Improvements Phase I & II                                                                                        |               |                                  |

## List of Similar Projects



### Woodhill/Peachtree Neighborhood Storm Analysis & Design (ongoing)

Upon evaluation of the existing stormwater system capacity and verification of flooding issues, Stantec developed preliminary alternatives to mitigate flood issues and restore adequate capacity to the stormwater system. Mitigation alternatives included upsizing existing sewer system, construction of relief sewers, and the addition/expansion of stormwater detention facilities within the watershed. Each alternative was designed to fully mitigate residential and street flooding. Preliminary layouts and conceptual cost opinions were developed to assist LFUCG in selection of the preferred solution. After selection of the preferred alternative, Stantec is currently developing the detailed design drawing and engineer's opinion of probable construction cost. Approximate Construction Cost: >\$1M



### Wilson Downing Road Stream Improvements (ongoing)

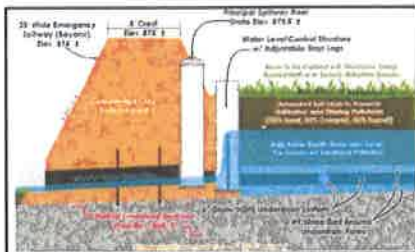
The project included replacement of an existing undersized box culvert with a 28-foot span precast bridge culvert, utility relocations, a series of pools and riffles to enhance aquatic habitat, rock/wood toes to prevent bank erosion, and laying-back of near-vertical banks to allow for floodplain storage, reduction of erosive stream velocities, and strategic native plantings to improve to water quality. Project elements also included watershed modeling using PCSWMM and HEC-RAS, alternatives analyses, design and bidding services, and FEMA permitting (CLOMR/LOMR). Construction Costs (>\$1M)



### Bolivar & Gribbin Stormwater Improvements, (2015-2017).

Stantec evaluated various alternatives to convey stormwater runoff away from the downtown, urban watershed to mitigate flooding along Bolivar Road. Final solution included a new stormwater curb inlet and 36-inch diameter storm sewer along the rear of some former tobacco warehouses. The evaluation included an assessment of downstream infrastructure to provide reasonable confidence that the proposed solution would not exacerbate downstream flooding. The project included field survey, easement acquisition, and detailed design. Construction Cost: \$90K

Stantec was also selected to provided design and alternative services to improve the function of two adjacent detention basins in series at Gribbin Drive in northeast Lexington. The project ultimately consisted of cleaning the entrance exit of dual 60-inch elliptical culverts, stabilizing the divider dike, and maintaining the upper basin as a constructed wetland for water quality and quantity enhancements. Storm sewer improvements into the lower basin were also included in the project. The project included detailed field survey, assessments of the detention capacities, alternatives analyses, and detailed design. Construction Cost: \$25K



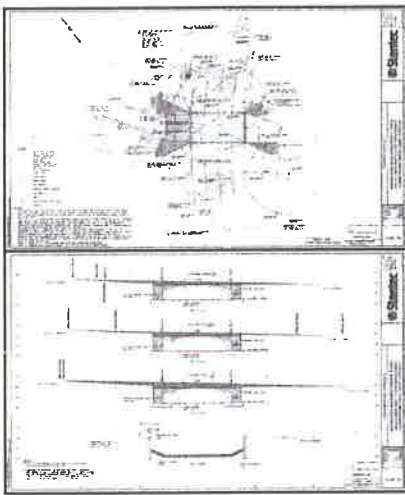
### Newtown Pike Extension, LFUCG (2014).

As part of the roadway extension and neighborhood development project, Stantec designed the relocation of **2,200 LF** of an 80 year old **12' x 8' reinforced concrete box culvert**. The culvert provides storm water drainage for 1,100 acres, including much of the UK campus. The box culvert is being constructed in multiple phases at a total construction cost of \$2.8M.



### LFUCG Stormwater Incentive Grants, Various Clients, (Ongoing since 2014).

We have been successful at conceiving and designing stormwater best management practice (BMP) projects that support LFUCG's vision of improving stormwater control/quality in Fayette County. Under this program, we are/have evaluated/designed a bioretention basin, stream restoration, rainwater harvesting, and an in-stream trash skimmer on Lexmark's campus; a bioretention basin and porous pavement at the Thoroughbred Center; pond improvements in the Woodfield Homes neighborhood, and wetland and rainwater harvesting improvements for Link-Belt on Palomar Drive.



Hawkins Steel culvert design.

### Hawkins Steel Basin Stormwater Improvement Design, Elizabethtown, Kentucky (2012-2014).

Stantec was selected to perform stream/culvert improvement design in the Hawkins Steel Basin area, known for chronic flooding problems. We verified reported flooding and developed and design mitigation alternatives. Stantec completed the analysis and recommended design of three large span culverts and nearby channels, relocation of utilities, and traffic realignment/design of the road crossing. We prepared two separate construction packages for stream improvement and culvert design and also prepared the required 401/404 and Stream Construction Permits. We were able to successfully negotiate with Kentucky Division of Water and the US Army Corps of Engineers to save Elizabethtown \$108K for their in-lieu fee associated with the project. The overall construction costs was ~ \$2M.

### Fowlers Fork Drainage Basin Masterplan, SD1, Union, Kentucky (2014/2015).

Stantec is currently providing master planning services to Sanitation District No. 1 in Northern Kentucky in the 5 square mile Fowlers Fork Drainage Basin. Stantec performed detailed survey of the stormwater infrastructure, prepared a SWMM model to evaluate flooding for existing and future conditions, and evaluated the stream stability for potential geomorphic modifications. Recommendations, conceptual designs, and cost opinions for capital improvements in the basin will be provided as part of the Masterplan.



Storm sewer surcharge of street inlet and street flooding on Trafton Street after heavy rainfall

### Lexington Capital Stormwater Improvement Program (1997-2011).

Since 1997 when Lexington initiated their Stormwater Improvement Program (SWIP), Stantec has provided design services on over twenty (20) projects with varying construction values. Typical projects included distribution of questionnaires, field survey, public involvement, evaluation of conceptual alternatives and opinions of probable costs, detailed design and specifications preparation, right-of-way acquisition and coordination, and construction administration services. In addition to a few of the projects for LFUCG mentioned above, Stantec has provided these services for projects such as Mason Headley (where Stantec ruled out reported flooding and saved LFUCG from investing in an unnecessary design effort), Trafton/Versailles Road, and Skycrest Neighborhood.

**CSO 419 Separation Phase 1, Cincinnati, Ohio (2011).** Cincinnati (MSDGC) retained Stantec to develop a sewershed plan that includes sewer separation and both gray and green stormwater infrastructure. Phase 1 of the plan included design & planning of approximately 17,000 LF of gravity storm & sanitary sewer and provided the framework for surface load separation of the remainder of the sewershed. Phase 1 construction has been temporarily placed on hold. Construction cost estimates were ~ \$14M.

## Local Office



Stantec has maintained a Lexington office since 1966 and currently employs 210 professionals near the Government Center and DWQ's office on Lisle Industrial Avenue.



100% of the project team identified in the Organizational Chart (Section 3) are based in Lexington.



Additional design team members and support services not identified in the Organizational Chart (Section 3) will be staffed as-needed by Stantec's 210-person local staff, which includes 102 professional engineers and EITs.

Stantec (formerly FMSM Engineers and ENTRAN) has maintained a local primary office in Lexington since **1966**. Stantec's current office is located at 3052 Beaumont Centre Circle and employs more than 200 people locally. We are close to LFUCG's offices at the Government Center and Phoenix Building and the Division of Water Quality's office on Lisle Industrial Avenue.

The Lexington office serves as a regional headquarters for Stantec's southeast region. Most of the financial, IT, marketing, HR, and other support services reside in Lexington.

Integrated Engineers, PLLC maintains a local office at 166 Prosperous Place (Suite 220). Founded in 2006 by Harsha Wijesiri, PE, the office has a staff count of 38 professionals and is the corporate headquarters.

Leak Eliminators, LLC has been in business since 1998 and is located at 330 Lisle Industrial Avenue in Lexington and employs 34 staff.

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 |
|--------------------------------------------------------------------------------------------|---------------------|-------------------------|---------------------------|--------------------------------------------------|
| <b>Headquarters</b>                                                                        | Edmonton, Alberta   | 1954                    | 17,178*                   | As Needed                                        |
| <b>Local Office</b>                                                                        | Lexington, Kentucky | 1966                    | 210                       | As Needed                                        |
| <b>PM Location</b>                                                                         | Lexington, Kentucky |                         |                           |                                                  |
| <b>Subconsultant Name: Integrated Engineering</b>                                          |                     |                         |                           |                                                  |
| <b>Service Provided:</b> Surveying, Easement Services                                      |                     |                         |                           |                                                  |
| <b>Headquarters/Local Office:</b>                                                          | Lexington, Kentucky | 2006                    | 38                        | As Needed                                        |
| <b>Subconsultant Name – Leak Eliminators, LLC</b>                                          |                     |                         |                           |                                                  |
| <b>Service Provided:</b> CCTV/Data Collection, Support Design Services and Traffic Control |                     |                         |                           |                                                  |
| <b>Headquarters/Local Office:</b>                                                          | Lexington, Kentucky | 1998                    | 34                        | As Needed                                        |

\* - does not include Stantec affiliates such as Stantec Constructors and some international operations.

## Disadvantaged Business Enterprise (DBE)



Stantec has partnered with Integrated Engineers, PLLC and Leak Eliminators, LLC to meet LFUCG's procurement goal of 10% and 3%, respectively, for this Contract.

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

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

IE was selected for the team based on their past experience providing professional services on LFUCG wastewater and stormwater projects, and our proven track record working together on other projects. Stantec and IE are currently teamed on LFUCG's Capacity Assurance Program, Stormwater ID/IQ contract, as well as several other projects for Louisville MSD, Sanitation District No. 1, and the Tennessee Valley Authority.

Leak Eliminators was selected to provide insight on CCTV inspection and data collection regarding Lexington's sewer system challenges, traffic control as needed for field services, and assistance on evaluating local rehabilitation methods and products.

Stantec has committed to meeting LFUCG's DBE and VBE procurement goals for this contract. Stantec is committed to assigning at least 10% of the work associated with this Contract to IE and 3% of the work to Leak.

It is anticipated that Stantec will meet these goals through IE's role providing field surveying and easement services. 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 stormwater design and can assist in the design aspects or provide quality assurance/quality control reviews of design deliverables, as needed.

Leak will be providing traffic control and insight/knowledge of construction services and methodologies during project design. The goal is to reduce costs and/or delays during construction. Stantec anticipates the 3% goal will be met if Leak is utilized in these roles.

Lastly, IE and Leak Eliminators are both headquartered in Lexington. This 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.



## Statement of Hourly Rates

A summary of Stantec's hourly rates and anticipated reimbursable expenses are 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 the opportunity for escalation 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.

Our commitment to fiscal responsibility provides LFUCG the assurance that Task Orders will be negotiated fairly and LFUCG will not be 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 RFP task order assignments below the allocated amount.

**Table 8.1. Hourly Rate Schedule**

| Job Classification                                                   | Hourly Rate     |
|----------------------------------------------------------------------|-----------------|
| Principal-In-Charge (PE)                                             | \$200.00 / hour |
| Project Technical Lead / Technical QA/QC (PE)                        | \$180.00 / hour |
| Project Manager (PE)                                                 | \$160.00 / hour |
| Senior Project Engineer (PE)                                         | \$140.00 / hour |
| Project Engineer (PE)                                                | \$120.00 / hour |
| Design Engineer (EIT)                                                | \$100.00 / hour |
| Senior CAD Technician                                                | \$105.00 / hour |
| Engineering Technician / CAD Technician                              | \$90.00 / hour  |
| Two-Person Survey Crew (Party Chief & Instrument Person)             | \$170.00 / hour |
| One-Person Robotic Survey Crew (Party Chief & GPS/Robotic Equipment) | \$140.00 / hour |
| Professional Land Surveyor (PLS)                                     | \$115.00 / hour |
| Clerical                                                             | \$75.00 / hour  |
| Mileage                                                              | \$0.52 / mile   |
| Other Direct Expenses                                                | Actual Cost     |

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Jason C. Maxwell



STATE OF Kentucky

COUNTY OF Fayette

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

by Jason Maxwell on this the 7<sup>th</sup> day  
of June, 2019

My Commission expires: 7/29/19

Christine Mary Workman  
NOTARY PUBLIC, STATE AT LARGE





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", 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

**WORKFORCE ANALYSIS FORM**

**Name of Organization:** Stantec Consulting Services Inc.

| US EEOG Category                              | Black or African American | Hispanic or Latino | Asian    |          | Two or More Races | White      |           | NULL     |          | Grand Total |
|-----------------------------------------------|---------------------------|--------------------|----------|----------|-------------------|------------|-----------|----------|----------|-------------|
|                                               | Male                      | Male               | Male     | Female   | Male              | Male       | Female    | Male     | Female   |             |
| Executive/Senior Level Officials and Managers | 0                         | 0                  | 0        | 0        | 0                 | 7          | 1         | 0        | 0        | 8           |
| First/Mid Level Officials and Managers        | 0                         | 0                  | 0        | 0        | 0                 | 1          | 0         | 0        | 0        | 1           |
| Professionals                                 | 2                         | 6                  | 1        | 1        | 2                 | 107        | 21        | 0        | 1        | 141         |
| Technicians                                   | 0                         | 1                  | 0        | 1        | 0                 | 26         | 10        | 1        | 0        | 39          |
| Administrative Support Workers                | 0                         | 0                  | 0        | 0        | 0                 | 4          | 12        | 0        | 0        | 16          |
| Craft Workers                                 | 0                         | 0                  | 0        | 0        | 0                 | 2          | 0         | 0        | 0        | 2           |
| Operatives                                    | 0                         | 0                  | 0        | 0        | 0                 | 2          | 0         | 0        | 0        | 2           |
| Laborers and Helpers                          | 0                         | 0                  | 0        | 0        | 0                 | 11         | 0         | 0        | 0        | 11          |
| <b>Grand Total</b>                            | <b>2</b>                  | <b>7</b>           | <b>1</b> | <b>2</b> | <b>2</b>          | <b>160</b> | <b>44</b> | <b>1</b> | <b>1</b> | <b>220</b>  |

**Prepared by:** Information Management Department personnel **Date:** 6 / 7 / 2019

*(Name and Title)*

*Revised 2015-Dec-15*





**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference #           RFP #21-2019          

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. Integrated Engineering LLC<br>Harsha Wijesiri P.E.<br>166 Prosperous Pl Suite 220,<br>Lexington, KY 40509<br>859-368-0145<br>harsha@int-engineering.com | DBE            | Field Survey,<br>Easement Acquisition,<br>Permitting   | TBD                            | TBD by Task<br>(10% anticipated) |
| 2. Leak Eliminators, LLC<br>Bruce Whitaker<br>330 Lisle Industrial Ave.<br>Lexington, KY 40511<br>502-352-3921<br>bruce@leakeliminators.com                | VBE            | Traffic Control,<br>Construction<br>Methodology Review | TBD                            | TBD by Task<br>(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**  
 6/7/2019  
 \_\_\_\_\_  
**Date**

Jason C. Maxwell, PE  
 \_\_\_\_\_  
**Company Representative**  
 Project Manager  
 \_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # RFP #21-2019

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> Jason Maxwell, PE                      |
| <b>Address/Phone/Email</b><br>3052 Beaumont Centre Circle<br>Lexington, KY 40513 | <b>Bid Package / Bid Date</b><br>RFP #21-2019 / June 7, 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 *<br>AA<br>HA<br>AS<br>NA<br>Female | Veteran |
|------------------------|-----------------|-----------------------------------------------|----------------|--------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------|---------|
| Integrated Engineering | Harsha Wijesiri | 859-368-0145<br>harsha@int-engineering.com    | 5/22/2019      | Field Survey, Easement Acquisition, Permitting   | phone/email                                                   | TBD by Task (10% anticipated)                                | AS                                      | No      |
| Leak Eliminators       | Bruce Whitaker  | 502-352-3921<br>bruce@leakeliminators.com     | 5/22/2019      | Traffic Control, Construction Methodology Review | phone/email                                                   | TBD by Task (3% anticipated)                                 | n/a                                     | 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**  
 6/7/2019  
 \_\_\_\_\_  
**Date**

Jason Maxwell, PE  
 \_\_\_\_\_  
**Company Representative**  
 Project Manager  
 \_\_\_\_\_  
**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

- (c) 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

6/7/2019

Date



**ADDENDUM #1**

RFP Number: #21-2019

Date: May 31, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Do firms submit 1 original & 7 duplicates or 1 original & 5 duplicates? 1 master original, 1 electronic version on a flashdrive or cd and 7 duplicates.
2. Is/Are subconsultant office location considered? Yes
3. Do the "standard forms" count as pages in the submittal? No
4. Do subconsultant hourly rates need to be provided? Yes. They were included the last time we did this.
5. Section 3, Project Team, of the submittal is limited to 6 pages and requires one page resumes of key team members. Are the resumes included in the page count? Yes, but "half-page" resumes are acceptable.
6. Section 8, Statement of Hourly Rates, requires that rates be provided for personnel expected to provide services described in the RFP. Does LFUCG require rates specific to each team member or categorical rates based on job classification? Hourly rates are to be provided for individual job classifications.
7. Should the one page on DBE Involvement (Item 7) also include VBE Involvement if applicable? Yes
8. Does the same DBE have to be used on each task order or may the project team include two DBEs that can fulfill the same role and be utilized at the discretion of the prime consultant as long as the stated DBE participation goals are met? Ok, as long as the goals are met but both should be listed



*[Handwritten signature]*  
6/3/19



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Stantec Consulting Services Inc.

ADDRESS: 3052 Beaumont Centre Circle, Lexington, KY 40513

SIGNATURE OF BIDDER:  \_\_\_\_\_





MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #21-2019

Date: June 3, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Does the same DBE have to be used on each task order or may the project team include two DBEs that can fulfill the same role and be utilized at the discretion of the prime consultant as long as the stated DBE participation goals are met? We understand this covers multiple projects and scope changes, we ask that you make a good faith effort to list DBE's that you could use in as many different areas as available along with the area of expertise.

Todd Slatin, Director  
Division of Central Purchasing

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

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