

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“**OWNER**”), an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A and **Tetra Tech, Inc.** with offices located in Lexington, Kentucky (“**CONSULTANT**”). **OWNER** intends to proceed with the **Municipal Separate Storm Sewer System (MS4) Annual Program Management Services** as described in the attached **EXHIBIT A, RFP #1-2025** (the “**PROJECT**”). The **CONSULTANT** shall perform professional services and deliverables as described in Exhibit A, which includes customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Incorporated Documents

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

1. **EXHIBIT A – RFP #1-2025 Scope of Engineering Services and Related Matters (including Addendums).**
2. **EXHIBIT B – Certificate of Insurance**
3. **EXHIBIT C – Proposal of Engineering Services and Related Matters (the CONSULTANT’s response to RFP #1-2025).**
4. **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 #1-2025, **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, **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**.
- 1.3.2** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached **EXHIBIT A** "MS4 Annual Program Management Services; RFP #1-2025" (including Appendices and Addendums), and attached **EXHIBIT C** the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT**'s response to RFP #1-2025), and amendments to the **CONSULTANT**'S proposal included in 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 post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in **EXHIBIT A**. One electronic copy of 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 it 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 render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two(2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

5.1.1a 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.

5.1.1b 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.

5.1.1c 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** 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 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 himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3** The parties hereto agree that causes of actions between the parties shall be governed by

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

6.4. Successors and Assigns

- 6.4.1** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, 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** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval from **OWNER** prior to subletting or assigning any services contained in this Agreement, and **OWNER'S** consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

6.7. Security Clause

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

6.8. Access to Records

The **CONSULTANT** and 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 damages suffered by the **OWNER** as a result of delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorneys' 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:

Coverage

Limits

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

The policies above shall contain the following conditions:

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

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

6.9.5.2. 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 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.

- 8.4. **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.

- 8.5. **Force Majeure** **CONSULTANT** shall not be liable for any damages caused by any delay that is beyond **CONSULTANT's** reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause

beyond the reasonable control or contemplation of either party.

- 8.6. Personal Data** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

EXHIBIT A

Scope Of Engineering

Services And Related Matters

RFP #1-2025



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2025 Municipal Separate Storm Sewer System (MS4) Annual Program Management Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 21, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

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

be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 1. *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
 2. *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
 3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
 4. *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses*

set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

SELECTION CRITERIA:

- A. Hourly Rate 10 Points
- B. Specialized experience and technical competence of the person or firm 25 Points
- C. Capacity of the person or firm organization to perform the work. 15 Points
- D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
- E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
- F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE _____

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____
 (Name and Title) Revised 2015-Dec-15

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

smiller@lexingtonky.gov

Firm Submitting Proposal:

Complete Address:

Street

City

Zip

Contact Name:

Title:

Telephone Number:

Fax Number:

Email address:

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the

Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM**Bid/RFP/Quote Reference #** _____

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

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

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

Company_____
Company Representative_____
Date_____
Title**LEXINGTON**

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

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

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

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

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

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

OUTREACH EFFORTS EVALUATION

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

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

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

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

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

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

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

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

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

Click or tap here to enter text.

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

Yes ☐ No ☐

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

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

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

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

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

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

- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

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

Click or tap here to enter text.

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the

Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service

marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

Municipal Separate Storm Sewer System (MS4) Annual Program Management Services

Scope of Engineering Services

The Lexington-Fayette Urban County Government (LFUCG) is accepting proposals from interested consulting engineering firms to assist LFUCG in the implementation related to the Stormwater Quality Management Program (SWQMP) and the Municipal Separate Storm Sewer System (MS4) Permit KYS000002 issued to LFUCG. Information about the MS4 Permit is available on Lexington's website (<http://www.lexingtonky.gov>).

General Project Description

The successful firm or team (*i.e.*, Consultant) shall perform professional services as hereinafter stated which include technical writing; reporting; program development/management; assisting, if requested, with public strategy, training, presentations, and partnering workshops; and water quality monitoring and analysis services as related to implementing LFUCG's MS4 Permit. The primary goal of the MS4 Program Manager is to provide LFUCG with the technical support necessary to successfully meet the obligations of the stormwater provisions contained in the MS4 Permit.

Contract Term

The Consultant will be awarded a 365-day contract to begin in July 2025 for work associated with the implementation of the stormwater provisions contained in the MS4 Permit and other compliance-related activities. Annual renewal, up to four (4) additional 365-day periods, may occur upon mutual agreement by all parties.

Scope of Services

The primary program management services to be provided are:

1. Civil engineering, program management, and scheduling necessary to meet the obligations and deadlines associated with the SWQMP and Kentucky Pollutant Discharge Elimination System (KDPES) MS4 Permit.
2. Assistance with updating the SWQMP document (dated June 1, 2016) once the next permit cycle begins to better reflect the goals and objectives of LFUCG's MS4 program.
3. Critical review and modification, if necessary, of LFUCG ordinances, guidance documents, policies, and procedures related to LFUCG's MS4 program.
4. Oversight and implementation of the water quality monitoring and assessment program required by the MS4 Permit. Services may include sampling site selection, field services, laboratory analyses, data evaluations, etc. for the Water Quality Monitoring Program Elements. Services may include coordinating data analysis with third-party entities. Monitoring requirements include dry weather, wet weather, BMPs, outfalls, streams, macroinvertebrates, fish, habitat, and geomorphology.
5. Preparation / completion of required stormwater compliance input / submittals for annual or any other reports requested as required MS4 Permit provided in a Word or Excel format to allow modification by LFUCG.
6. Preparation of updated integrated spill plans (ISP) for LFUCG's two (2) wastewater treatment plants and six (6) large pump stations, as required.
7. Preparation for and attendance at inspections of the MS4 program by KDOW and/or EPA.
8. Assistance with the KPDES permit reapplication and negotiation, as well as general coordination which may be necessary with KDOW.
9. Hands-on technical assistance for implementing obligations of LFUCG's KPDES MS4 Permit and the associated SWQMP.
10. Establishment and maintenance of a shared project documentation database, if requested.
11. Coordination with other staff and firms engaged in other elements or programs of the MS4 Permit.

12. Attendance at pre-bid and pre-construction meetings for Remedial Measures Program (RMP) projects, Sanitary Sewer Non-RMP projects, and Stormwater Capital Construction projects. At each meeting, the Consultant will provide an overview of LFUCG's expectations and procedures for Permitting, Inspecting, and Enforcement of construction sites as it pertains to Erosion and Sediment Control (ESC), including ESC Plans, Stormwater Pollution Prevention Plans, Land Disturbance Permits, and the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Discharges Associated with Construction Activities (KYR10 Permit).
13. Other, as needed, civil, sanitary, electrical, mechanical, water quality, and geotechnical engineering services necessary for compliance-driven activities.

Due to the uncertainty associated with implementing a comprehensive program, all work associated with this RFP will be assigned via written Task Order. The Consultant will be required to submit task-specific draft Task Orders and an estimated fee for each Task Order to LFUCG's MS4 Coordinator, who will direct the Consultant in completing any edits necessary to obtain final approval. Written approval from the Division of Water Quality must be received prior to initiating work associated with a Task Order. Written Task Order approval will include the assignment of a specific LFUCG Project Manager who will act as the primary LFUCG contact for completing the Task Order. Under no circumstances should changes in Task Order scope or estimated fee occur without prior, written approval from the Division of Water Quality.

In the past, typical task orders have covered: 1. General Program Management and Meetings, 2. MS4 Permit Technical Support, 3. MS4 Permit Monitoring,

The Consultant may incur financial penalty in the event that deliverable deadlines contained in a written Task Order are missed as outlined in the attached Engineering Services Agreement. The Engineering Services Agreement will be used to contract with the successful consultant.

NOTE: Proposers should review Lexington's current MS4 Permit dated May 1, 2015, and SWQMP dated June 1, 2016, to fully understand the significance of the MS4 Permit. The MS4 Permit and SWQMP may be found at <https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/water-quality/municipal-separate-storm-sewer-system-ms4>. Proposers should review the monitoring and reporting proposed program updates dated December 13, 2024, which are available upon request.

Attendance at Frequent Progress / Implementation Meetings

The Consultant shall be available to attend a wide variety of program implementation and program coordination meetings at designated times and designated sites determined by LFUCG – which may include a monthly progress meeting to be facilitated by the Consultant, including the development of an agenda and minutes.

Method of Invoice and Payment

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each Task Order, as well as a progress report summarizing the work completed on each Task Order. The LFUCG Project Manager assigned to the Task Order shall respond to the invoice within thirty days, either denying or approving payment. Specific project timesheets and other payroll information may be subject to reviews and audits by LFUCG.

Selection Criteria

Firms or teams shall submit one (1) electronic version of their proposal through Ion Wave. The proposal shall include a Letter of Transmittal, along with tabbed dividers for each of the seven selection criteria listed below.

An eighth tabbed divider may be used for the forms and signed affidavit required by this RFP. The selection criteria and points allocated to each criterion are as follows:

1. Estimated Cost of Services (20 pts): Submitted schedule of hourly rates for all job titles and all employees of the Consultant who are expected to bill hours to any task described in the scope of services. Submitted hourly rates shall be firm prices for the first 2 years of the Procurement Contract. After 2 years, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per 2-year interval. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts. Price increases must be approved by the Lexington-Fayette County Government before they can be applied to the contract.
2. Submitted schedule of laboratory fees for the analytes listed in the current MS4 Permit. (The final contract price will be negotiated and determined after refinement of the scope in the initial scoping meetings.)
3. Specialized Experience and Technical Competence (15 pts): Proven experience and competence of the persons or firm(s) (including a joint venture or association) with the type of service requested. The proposal should clearly identify the person(s) to serve as Project / Program Manager, as well as the Principal Project Engineer(s).
4. Demonstrated Capacity of the Person or Firm To Perform the Work (15 pts): Demonstrated capacity of the person or firm(s) to perform the work, including any specialized services, within the time limitations.
5. Past Record and Performance (15 pts): Past record and performance on contracts with the Lexington-Fayette Urban County Government or with other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules.
6. Familiarity with the Details of the Project (20 pts): Familiarity with the details of the project, including KPDES Phase I MS4 Permit and SWQMP.
7. Degree of Local Employment (15pts): Degree of local employment to be provided by the person, firm, or team in the performance of the contract. Local employment shall be defined as being located in the counties served by the Bluegrass Area Development District (see BGADD.org for a complete list).

Miscellaneous

1. All plans, specifications, and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by the applicable departments and divisions of Lexington-Fayette Urban County Government. The Consultant shall be responsible for incorporating the comments and requirements of the departments and divisions into all documents.
2. Any data collection or data transfers associated with this project shall be compatible with existing Geographic Information System parameters used by the Urban County Government. Access Database formats will be provided.
3. The original file formats of any documents developed by the Consultant associated with this contract shall be made available to LFUCG upon request and shall become the property of LFUCG.
4. Regarding hourly rates: The Consultant shall invoice by hourly rates only; no multipliers allowed.

5. Regarding expenses: The Consultant shall not invoice for incidental expenses, such as mileage for travel to meetings within the geographic area of the Bluegrass Area Development District, meals, office supplies, printing, postage, etc.; however, with prior authorization provided by the LFUCG Project Manager, mailing expenses for official documents to the state and federal government on behalf of LFUCG, as well as mileage for special LFUCG programs / initiatives will be allowed.
6. Brian Marcum, Division of Procurement, is the designated contact person for all questions regarding this Scope of Engineering Services. Contact with any city staff member involved in the selection process other than Mr. Marcum, prior to the issuance of notice of award, is prohibited. Any attempt to discuss this RFQ with city employees other than Mr. Marcum may result in disqualification of the firm's proposal for consideration.

STOP WORK NOTICE:

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written

notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

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

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. The goals for the utilization of certified DBEs 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 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) 258-3320

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 initiatives.

ATTACHMENT 1

ENGINEERING SERVICES AGREEMENT

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the _____ as described in the attached Exhibit A, “**RFP #XX-2023 NAME OF RFP.**” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

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

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

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

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

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

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

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

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

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

- g. OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.**
- i. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.**

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

NOTARY PUBLIC

EXHIBIT A

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

RFP# 1-2025

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

ATTACHMENT 2
BLANK TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____ FOR

**RFP 1-2025 FOR Professional
Services- Municipal Separate
Storm Sewer System (MS4) Annual
Program Management Services**

CONSULTANT

OWNER

Name		<u>Lexington Fayette Urban County Government</u>
Street Address		<u>200 East Main Street</u>
City, State, Zip		<u>Lexington, KY 40507</u>
Contact Person		<u>Bailee Young</u>
Telephone		<u>859-425-2482</u>
Fax		<u>859-254-7787</u>
E-Mail		<u>byoung@lexingtonky.gov</u>

Task Order Date: _____ **Task Name:** _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

EXHIBIT B

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2025

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Tetra Tech, Inc. 424 Lewis Hargett Circle Suite 110 Lexington KY 40503 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER B: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER C: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corp	15105	INSURER B: American International Group UK Ltd	AA1120187	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Allied World Surplus Lines Insurance Co	24319														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570112175708**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL 6676804	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000		62785232	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Contractors and Prof		03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Stop Gap Coverage for the following States: OH, ND, WA, WY. RE: RFP #1-2025 Municipal Separate Storm Sewer System (MS4) Annual Program Management Services. Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by required contract. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by required contract. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government 200 E. Main St. Lexington KY 40507 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Holder Identifier : 1179

Certificate No : 570112175708

**SPECIAL NOTICE OF CANCELLATION SERVICE
PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT**

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

AL, AK, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, RI, SC, SD, UT, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024

Policy No. LDC4068970

Endorsement No.

Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. GL 6676804 Endorsement No.
Named Insured TETRA TECH, INC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur
in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024

Policy No. CA 6676805

Endorsement No.

Named Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur
in the mailing states that require countersignature)

EXHIBIT C

Proposal of Engineering Services

and Related Matters



LEXINGTON

MS4

MUNICIPAL SEPARATE STORM SEWER SYSTEM

Annual Program Management Services



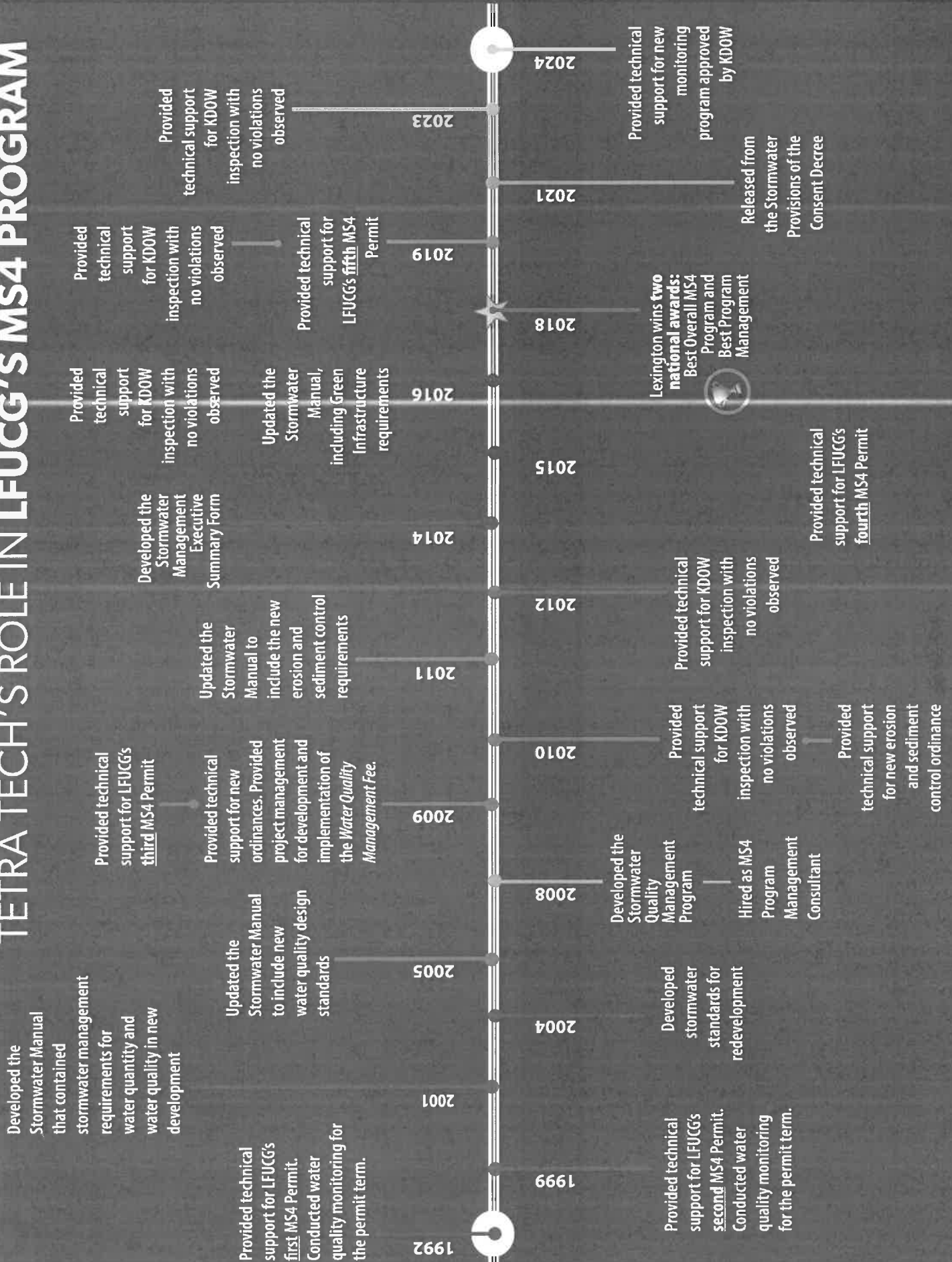
TETRA TECH

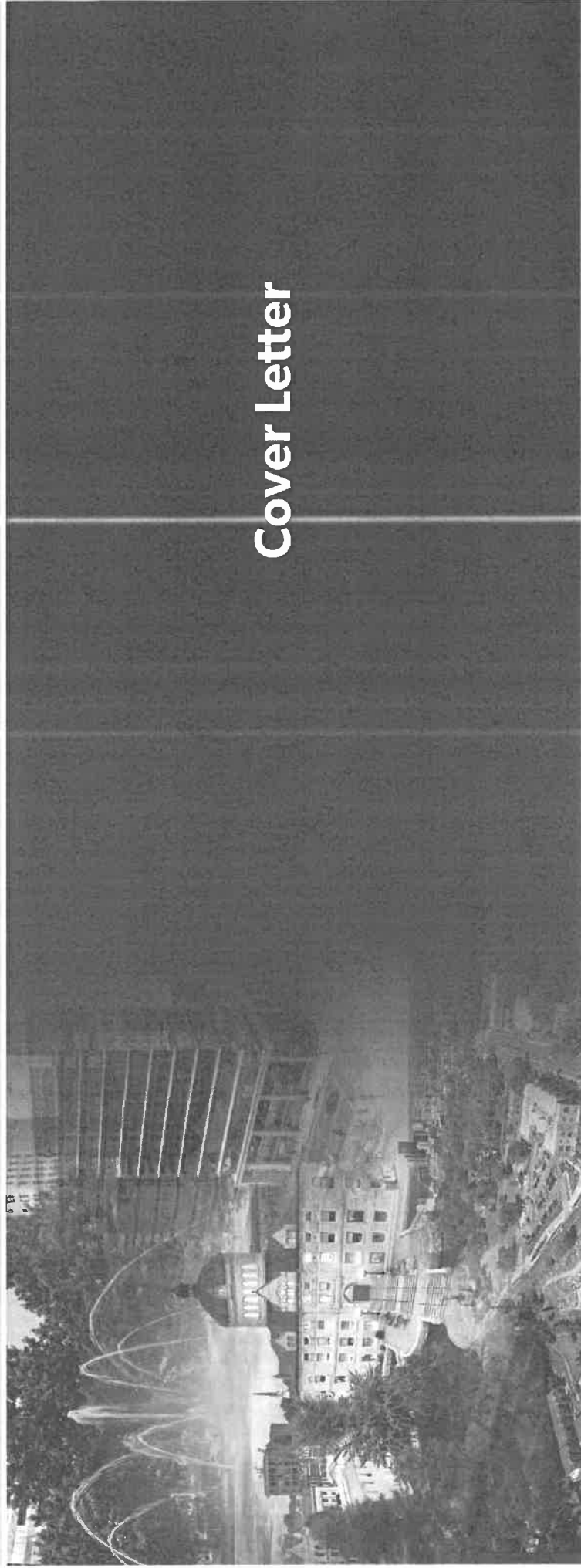


THIRDROCK



TETRA TECH'S ROLE IN LFUCG'S MS4 PROGRAM







March 21, 2025

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

**Subject: Proposal for RFP No. 01-2025
Municipal Separate Storm Sewer System (MS4) Annual Program Management Services**

Dear Members of the Selection Committee:

It has been said that if one wishes to understand today, one must search yesterday. The Lexington-Fayette Urban County Government (LFUCG) received its first Kentucky Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Permit in 1994. The permit was two pages long and contained requirements for legal authority, monitoring, and stormwater management. Tetra Tech and Third Rock Consultants (Third Rock) provided technical support for the first MS4 Permit application and conducted water quality monitoring for the permit term. **We were there when it all started.**



Foundation. Over time, the program grew and evolved. LFUCG received its second MS4 Permit in 1999. In 2001, Tetra Tech developed LFUCG's first Stormwater Manual for the design and construction of stormwater infrastructure and water quality controls for new development. In 2008, the EPA Consent Decree posed a monumental undertaking requiring comprehensive training programs, inspection procedures, enforcement response plans, and development of the first Stormwater Quality Management Program (SWQMP). Tetra Tech/Third Rock were formally hired as the MS4 Program Management Consultant in 2008 and we have continued in this role to the present.

To build a solid foundation for a program meant to stand the test of time, Tetra Tech assisted staff with the launch of the Water Quality Management Fee, a permanent mechanism that would ensure funding and stability for the program. This initiative took place while also continuing to comply with the requirements of the Consent Decree and the third MS4 Permit involving creation of ordinances, updates to the Stormwater Manual, and development of the Stormwater Management Executive Summary Form.

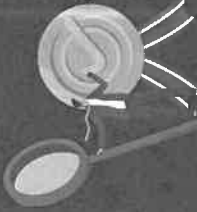
The hard work paid off. During the term of the fourth MS4 Permit (totaling 61 pages), LFUCG won two national awards from the Water Environment Federation (WEF) in 2018—the best overall MS4 Program and the best program management system. In 2021, LFUCG was released from the stormwater provisions of the Consent Decree. **We understood the assignment.**

TETRA TECH
by the numbers

30+

Years of
EXPERIENCE

with the **MS4 Program**



5 **KDOW**
Inspections
with **NO**
VIOLATIONS
Noted

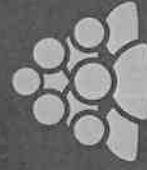
2 **NATIONAL**
AWARDS



Best Overall MS4 Program
Best Program Management System

30+

LOCAL Staff



50+ PROJECTS
COMPLETED

for **LFUCG**

COVER LETTER

Proven Local, Highly Experienced Team. With the MS4 Program solidly cemented as "The Gold Standard," we established standard operating procedures, streamlined workflows, and implemented continuous improvement processes designed to make the program self-sustaining. This has been tested time and again when the program stayed in compliance during staff turnover within DWQ.



LFUGC's fourth MS4 Permit expired on May 31, 2020. In the time since, we have assisted LFUGC staff with navigating the challenges of an administratively continued permit. The Kentucky Division of Water (KDOW) audited LFUGC's MS4 program in 2023 and found no deficiencies. In this period between permits, we have started on much of the work that will be required when LFUGC's fifth MS4 Permit is issued. With the termination of the stormwater provisions of the Consent Decree and conclusion of the Watershed-Focused Monitoring Program, LFUGC's next MS4 Permit will look different. We are ready for what's next.



Trust. While the permit may change, one thing will not—our promise of cost-effective program management, working as an extension of program staff, and the guiding principle of "Compliance First." All the work on the project will be conducted by the same team you know and trust in the local offices of Tetra Tech, Third Rock Consultants, and Salt River Engineering. We will continue to optimize our processes and produce cost savings.

Tetra Tech's reputation in Lexington is one of providing a high level of service to LFUGC. We do this through our ability to work as an extension of your staff. Our history with the program has allowed us to build a relationship of mutual trust and respect.

In addition, during our 30-year working relationship, we have gained a deep understanding of the dynamics and stakeholders of the Lexington community. We know their interests and are able to facilitate buy-in when needed.

We have a proven track record of compliance. Our results speak for themselves: 30+ years of involvement with the program, 5 KDOW inspections indicating continued compliance, and release from the stormwater provisions of the Consent Decree. Having an in depth understanding of the current program allows us to be flexible and proactively prepare for the unknowns in the ever changing landscape of stormwater and water quality.



The Tetra Tech Advantage. Tetra Tech is consistently recognized as an industry leader in Water by *Engineering News-Record*. We bring a deep bench of resources, with a strong team of professionals from across the country. Our local team will continue to apply the lessons learned through multiple levels of stormwater programs (federal, state, and local). Local Tetra Tech staff have direct access to the specific individuals who work on these projects and will continue integrating this specialized expertise directly into LFUGC's stormwater program when needed.

The Tetra Tech team will provide LFUGC with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue implementing and improving "The Gold Standard" for the next contract term and beyond.

Let's get back to work.



TETRA TECH

Contact information for Tetra Tech's proposed Program Manager, Richard Walker, is:
424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503 | richard.walker@tetratech.com | (859) 619-8013.

Our team is ready to meet with you to elaborate on our qualifications and approach. Richard Walker is the proposed program manager and the person authorized to obligate Tetra Tech, to negotiate on their behalf, and to be contacted for any clarification on this proposal.

Sincerely,
TETRA TECH



Richard W. Walker
Richard W. Walker, PE
Program Manager, Vice President



Abby M. Terry
Abby M. Terry, PE
Project Manager

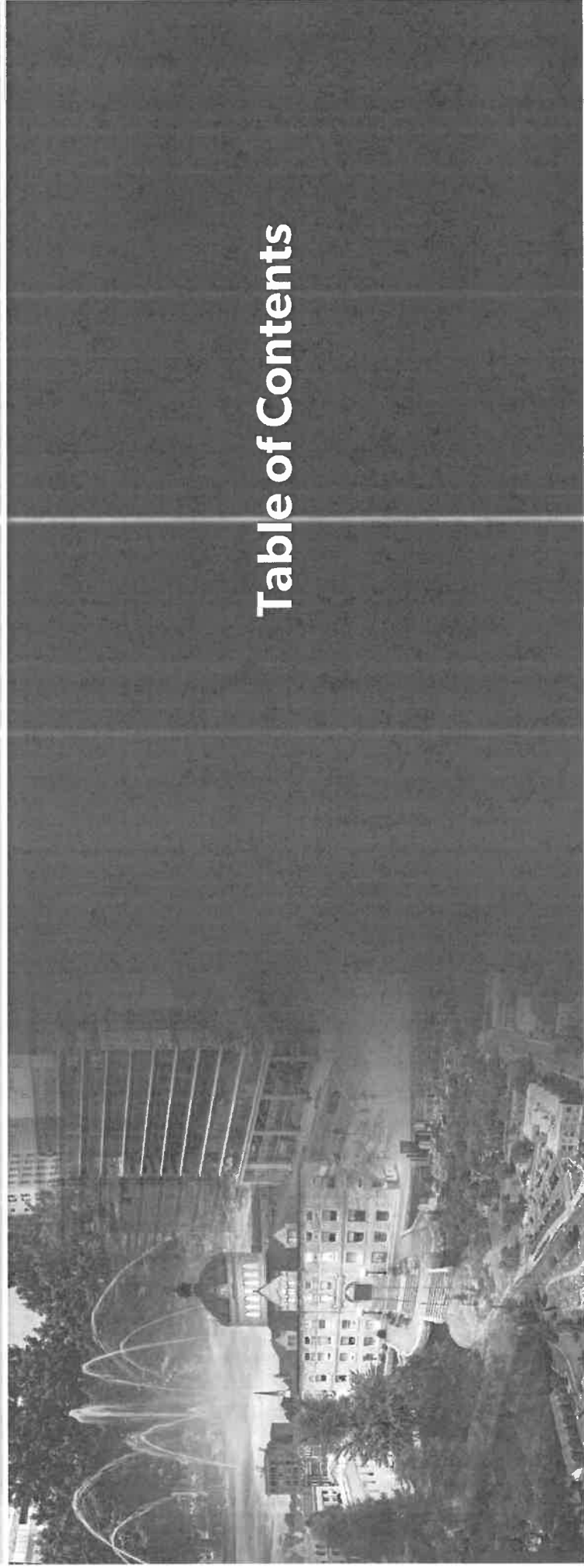


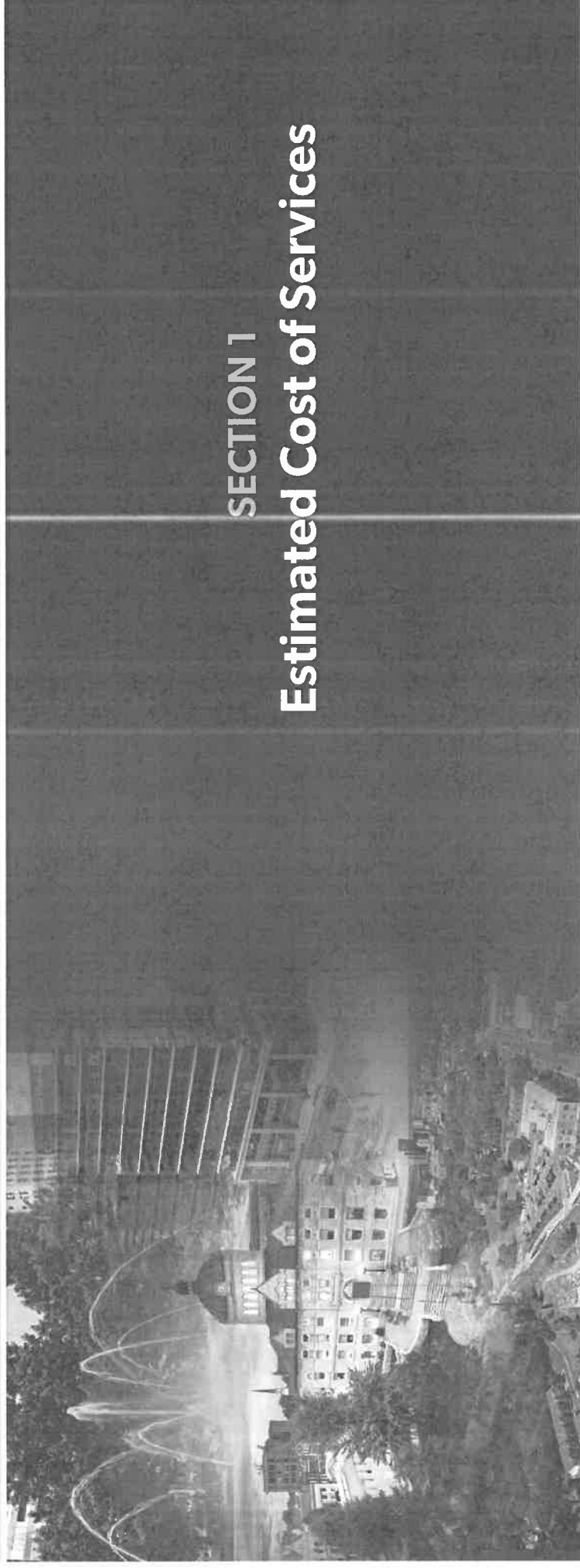
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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT Lexington, Kentucky

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<i>Tetra Tech has served as LFUCG's MS4 Program Manager for 17 years. Our annual fees have declined as we continue to optimize our processes and produce cost savings.</i>	
SECTION 2. SCHEDULE OF LABORATORY FEES	4
<i>The Tetra Tech team has a history of working with LFUCG and has an understanding of the schedule of laboratory fees for the analytes listed in the current MS4 Permit.</i>	
SECTION 3. SPECIALIZED EXPERIENCE & TECHNICAL COMPLIANCE	5
<i>The Tetra Tech team has an in-depth working knowledge of LFUCG's programs and processes, which means there will be no learning curve. Our team worked with LFUCG management and KDOW on the Consent Decree and MS4 Permits, and we have experience providing innovative water quality data analysis and communication to the public.</i>	
SECTION 4. DEMONSTRATED CAPACITY OF THE FIRM TO PERFORM THE WORK	13
<i>Our team provides local staff with proven experience in providing MS4 program management services. Our resource pool includes over 200 specialized stormwater experts and professionals with access to more than 30,000 professionals worldwide.</i>	
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<i>Tetra Tech has proven performance as LFUCG's MS4 Program Manager, has conducted stormwater monitoring in Fayette County since 1992, and has national experience in providing stormwater technical services to the EPA and multiple states, cities, and municipalities. Furthermore, our local Tetra Tech staff have over 30 years of experience with LFUCG's MS4 program.</i>	
SECTION 6. FAMILIARITY WITH THE DETAILS OF THE PROJECT	44
<i>Tetra Tech developed LFUCG's Stormwater Quality Management Program that is part of the MS4 Permit; developed scheduling, reporting, and document management systems used by LFUCG; and has a thorough understanding of the pending MS4 Permit and the water quality issues in Fayette County.</i>	
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<i>All work is anticipated to be performed by people in the local offices of Tetra Tech, Third Rock, and Salt River Engineering.</i>	
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SECTION 1

Estimated Cost of Services

SECTION 1. ESTIMATED COST OF SERVICES

SCHEDULE OF HOURLY RATES

The following tables present a schedule of hourly rates for Tetra Tech, Third Rock Consultants, and Salt River Engineering employees. Hourly rates will be negotiated every two years.

TABLE 1-1: TETRA TECH SCHEDULE OF HOURLY RATES

CLASSIFICATION	NAME	HOURLY BILLING RATE
Program Manager	Richard Walker	\$295
Senior Engineer 3	Herb Lemaster, Dan Christian	\$285
Project Engineer 1	Chris Hale	\$180
Sr. Eng. Designer 1	Dean Vittitoe	\$175
Project Manager 1	Abby Terry	\$170
Project Engineer 1	Lucy Pacholik, Ryan Rathfon	\$170
Engineer 3		\$150
Sr. Technician 1	Shann Easterling	\$135
Engineer 2	Kate Moore, Kenny Gevedon	\$130
Engineer 1		\$120
Project Administrator	Mary Corbitt	\$110
Technician 2		\$100
Technician 1		\$85

TABLE 1-2: THIRD ROCK CONSULTANTS SCHEDULE OF HOURLY RATES

CLASSIFICATION	NAME	HOURLY BILLING RATE
Principal	Molly Foree Cummins	\$275
Senior Project Manager	Derek Adams	\$215
Senior Engineer	Casey Mattingly	\$200
Project Engineer	William "Mac" Hall, Jared Looney	\$165
Senior Ecologist	Bert Remley, Rain Storm	\$135
GIS Analyst	Lisa Stratton	\$110
Project Ecologist	James Storm, Chelsey Olson	\$110
Contract Administrator	Virginia Adams	\$100
Staff Ecologist	Ryan McGregor, Alainey Robinson	\$90
Technical Writer	Caroline Campbell	\$80
Senior Technician	Tammie Fister	\$70
Project Technician		\$50

TABLE 1-3: SALT RIVER SCHEDULE OF HOURLY RATES

CLASSIFICATION	NAME	HOURLY BILLING RATE
Senior Engineer	Connie Allen	\$200

ESTIMATED FEES AND COST CONTROL

With over a decade serving LFUCG, Tetra Tech is keenly aware of the need to be cost conscious. We understand the importance of completing a task on time and within the budget that LFUCG agrees to at the beginning of that task. To that end, we will continue to use the task order method of conducting work we have been using in our past contracts. We will develop a written scope of work for each task order, with a schedule and estimated hours/fee for various staff to complete the work. We will not begin work until LFUCG has given us written approval of the task order.

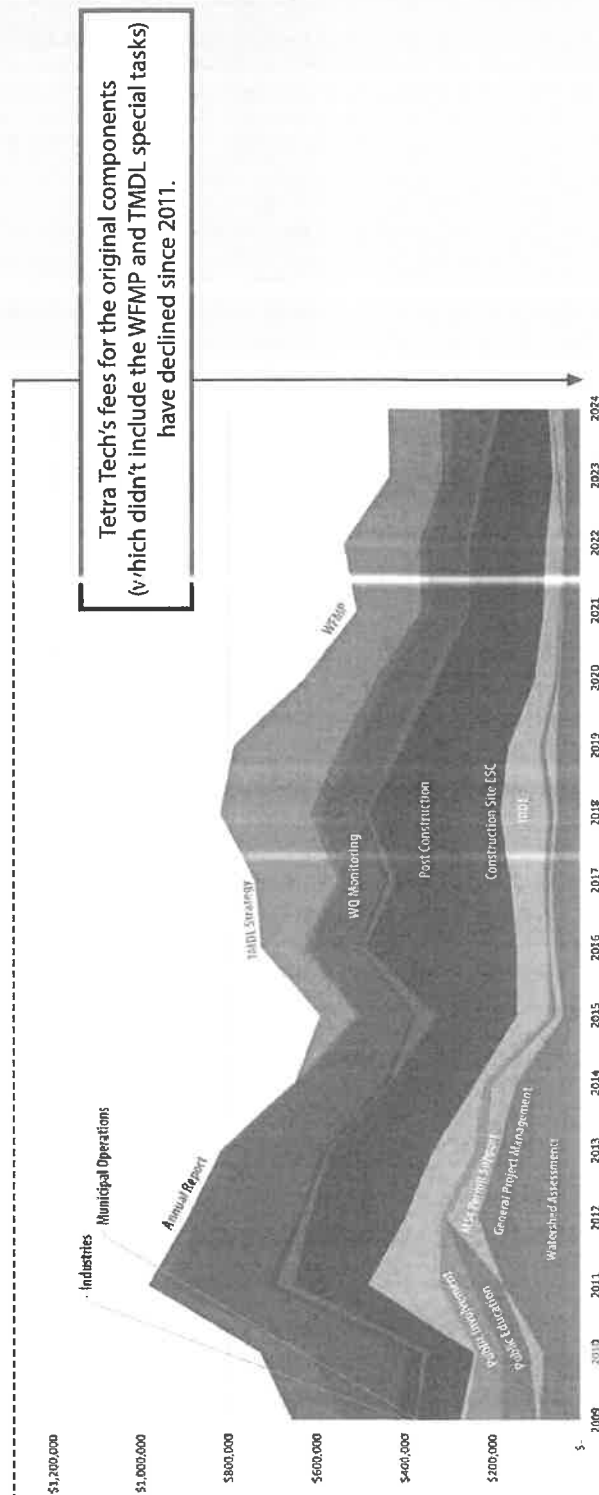
As expected, our fees were highest during the early stages of the Consent Decree (2009-2011) because nearly everything was developed from the ground up. During that time, we developed standardized processes that have created efficiencies in the execution of the work.

In 2024, when adjusted for inflation, our fees for the original components — which didn't include the Watershed-Focused Monitoring Program [WFMP] and Total Maximum Daily Load [TMDL] Strategy — were 75% lower than our fees in 2011.

To develop the scope of work for each task order, we will use the same concept that has proven successful on many projects, including our current program management contract with LFUCG: start work on a task with a "Begin with the End in Mind" attitude. As such, to develop the scope of work for each task order, we will meet with the LFUCG MS4/Water Quality Section Manager and other LFUCG staff as needed to identify the expectations for a deliverable. Once the task order is approved, we will hold periodic progress meetings to keep the project on schedule and prevent scope creep. Moreover, we will not perform work outside of the original task order without written approval from LFUCG.

**FIGURE 1-1:
TETRA TECH'S
MS4 PROGRAM
MANAGEMENT FEES
BY COMPONENT**

MS4 Program Management Costs



SECTION 2 Schedule of Laboratory Fees

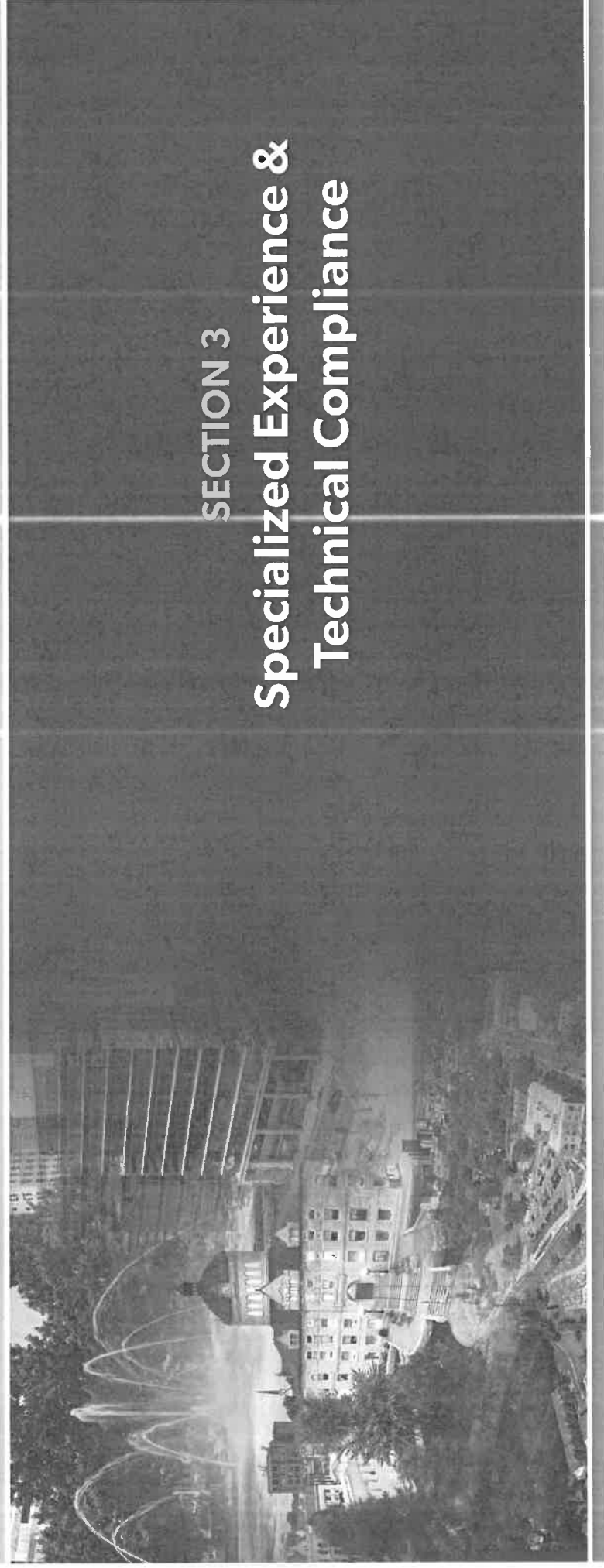
SECTION 2. SCHEDULE OF LABORATORY FEES

Table 2-1 presents our laboratory fees for the analytes listed in the current MS4 Permit as requested in the RFP.

TABLE 2-1: LABORATORY COSTS

PARAMETER	SYMBOL	COST
Total Suspended Solids	TSS	\$20.00
Nitrate	NO3	\$32.00
Nitrite	NO2	\$32.00
Total Phosphorus	TP	\$22.00
Ammonia	NH3-N	\$22.00
Dissolved Phosphorus	DP	\$22.00
E. coli	E. coli	\$32.00
Total Recoverable Lead	Pb	\$22.00
Total Recoverable Copper	Cu	\$22.00
Total Recoverable Cadmium	Cd	\$22.00
Total Recoverable Zinc	Zn	\$22.00
Hardness	Hd	\$22.00
5-Day Carbonaceous Biochemical Oxygen Demand	CBOD-5	\$22.00
Chlorine	Chlorine	\$22.00
Chemical Oxygen Demand	COD	\$22.00
Detergent		\$95.00
Oil and Grease	O&G	\$75.00
Microbial Source Tracking	MST	\$475-\$625*

* Price varies from \$475 to \$625 depending on markers requested



SECTION 3

Specialized Experience & Technical Compliance

SECTION 3. SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE

TETRA TECH'S SPECIALIZED EXPERIENCE

The Tetra Tech team will provide LFUCG with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue on with this successful program.

Our team has a rich blend of in-depth local knowledge and national experience to continue the implementation of LFUCG's MS4 Permit. This combination offers LFUCG a perspective and knowledge base to address the specific local issues that are the immediate priority, while keeping anticipated future regulatory requirements in mind.

UNMATCHED EXPERIENCE WITH LFUCG'S MS4 PROGRAM

Having worked on the program since the beginning, the Tetra Tech team knows LFUCG's MS4 Program better than any other consultant.

- ✓ We assisted the city in the development of the foundation for the MS4 Program—the policies, procedures, and regulations—embraced by citizens, the business community, and LFUCG staff
- ✓ Our staff helped the city negotiate the stormwater provisions in the 2008 Consent Decree and the 2009 MS4 Permit
- ✓ We have had the pleasure and privilege to serve as the Program Management consultant since 2008 and have worked with the LFUCG staff to create a "Culture of Compliance" for the program

This experience demonstrates that the Tetra Tech team possesses the specialized experience to maintain the current programs and to prepare for future challenges. Examples of our team's specialized experience developing policies and procedures with LFUCG's program is provided to the right.

Tetra Tech's specialized experience with
**DEVELOPING THE POLICIES, PROCEDURES, AND
REGULATIONS FOR LFUCG'S MS4 PROGRAM:**



- ✓ 2008 STORMWATER QUALITY MANAGEMENT PROGRAM
- ✓ ORDINANCES FOR EROSION/SEDIMENT CONTROL, INDUSTRIES, STORMWATER MAINTENANCE, AND ILLICIT DISCHARGES
- ✓ WATER QUALITY MANAGEMENT FEE
- ✓ ENFORCEMENT RESPONSE PLANS FOR CONSTRUCTION SITES, POST-CONSTRUCTION STORMWATER MANAGEMENT, ILLICIT DISCHARGES, AND INDUSTRIAL FACILITIES
- ✓ WATER QUALITY MONITORING – CHEMICAL, BIOLOGICAL, AND HABITAT
- ✓ PERMITTING, INSPECTION, AND ENFORCEMENT PROCEDURES FOR EROSION AND SEDIMENT CONTROL
- ✓ STORMWATER MANUAL FOR NEW DEVELOPMENT
- ✓ GREEN INFRASTRUCTURE DESIGN AND CONSTRUCTION DETAILS
- ✓ PROCEDURES MANUAL FOR INFRASTRUCTURE DEVELOPMENT
- ✓ EROSION AND SEDIMENT CONTROL TRAINING PROGRAM
- ✓ TMDL IMPLEMENTATION STRATEGY
- ✓ EROSION AND SEDIMENT CONTROL TECHNICAL SPECIFICATIONS
- ✓ MAJOR OUTFALL INVENTORY
- ✓ STREAM ASSESSMENTS
- ✓ COMPLIANCE INSPECTIONS OF OVER 100 CONSTRUCTION SITES IN FAYETTE COUNTY

NATIONAL STORMWATER EXPERIENCE

We have a continuous focus on providing clear solutions to client challenges. Tetra Tech has implemented MS4 and TMDL programs at the state and local level. For example, we supported Pennsylvania and Minnesota in development of their state programs. Locally, we have worked closely with major cities and small communities—including LFUCG, Kentucky Division of Conservation, KDOW, and the Kentucky Transportation Cabinet—in implementing a range of stormwater programs, from standards and processes to development of implementation priorities. This includes municipalities in major metropolitan areas and small communities in multiple states, including the Southeast Michigan Council of Governments (SEMCOG); the cities of Grand Rapids, MI; Dublin, OH; Durham, NC; and Virginia Beach, VA; as well as Genesee County, MI; Prince George's County, MD; and Michigan's and Nevada's Departments of Transportation.

Our team will continue to apply the lessons learned through multiple levels of stormwater programs (federal, state, and local). Moreover, local Tetra Tech staff have direct access to the specific individuals who worked on these projects and will continue integrating this specialized expertise directly into LFUCG's stormwater program when needed.

Figure 3-1 on the following page presents our national stormwater experience.

Table 3-1 on page 8 lists projects where Tetra Tech has provided the specialized services requested in the RFP.



Tetra Tech ENR Rankings



Tetra Tech's nationwide experience relevant to LFUCG'S MS4 PROGRAM

- ✓ MS4 Program Management in multiple communities nationwide including: Virginia Beach, VA, Prince George's County, MD, and San Diego, CA
- ✓ State Level MS4 Program Development in Minnesota and Pennsylvania
- ✓ Green Infrastructure Program Development in Detroit, MI, Grand Rapids, MI; San Diego, CA, and Milwaukee, WI
- ✓ Green Infrastructure assessment in Pittsburgh, PA, Omaha, NE, St. Louis, MO, Toledo, OH, and Raleigh, NC
- ✓ Development of multiple stormwater/green infrastructure manuals, including San Antonio, TX, San Diego, CA, and Detroit, MI
- ✓ Development of hundreds of TMDLs throughout the country, including such critical locations as Chesapeake Bay
- ✓ Over a decade of science based stormwater management and green infrastructure support to the EPA Office of Water
- ✓ Development of major stormwater funding programs in such locations such as Detroit, MI and Prince George's County, MD
- ✓ Resiliency and Flood Mitigation for Michigan DOT
- ✓ Erosion and Sediment Control Training in 14 states
- ✓ Receiving water monitoring and assessment studies, including pollutant characterization and reduction planning
- ✓ Design of stormwater management and green infrastructure projects nationwide

TETRA TECH NATIONAL EXPERIENCE

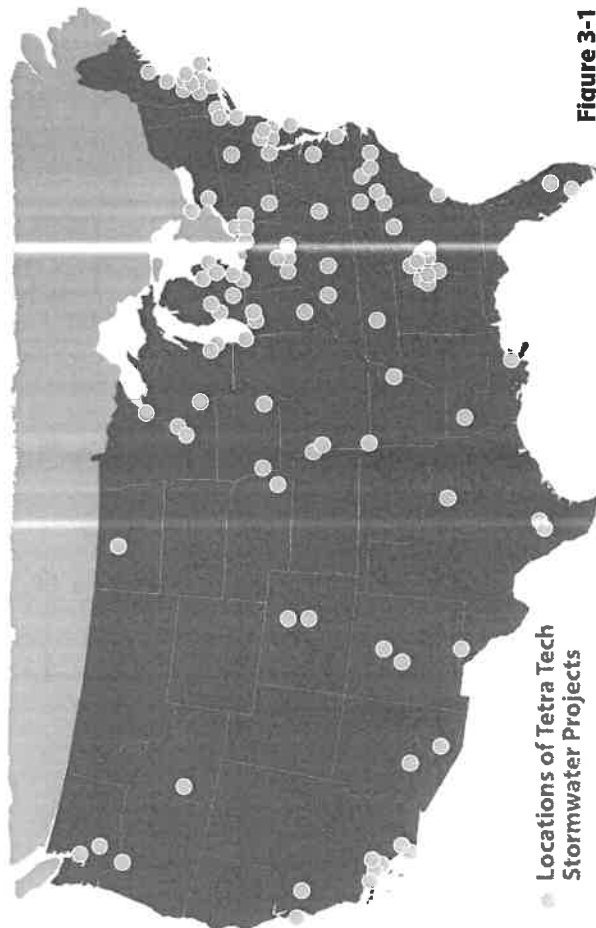
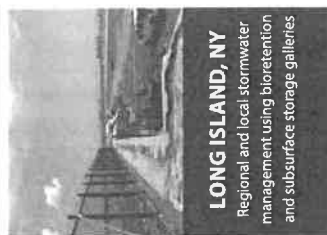


Figure 3-1



SAN ANTONIO, TX
Strengthened LID use through manual development, staff training, code development, and project design



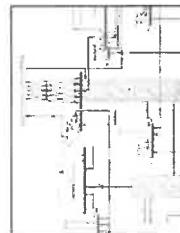
LONG ISLAND, NY
Regional and local stormwater management using bioretention and subsurface storage galleries



SAN DIEGO, CA
On-call stormwater services, including planning, design, construction, training, and other stormwater program support



PHILADELPHIA, PA
Modeling benefits of green cities, Clean Water Initiative on downstream water quality



MILWAUKEE, WI
Enhanced management of stormwater volumes and peak rates of discharge and non-point source pollutant leads



MINNESOTA POLLUTION CONTROL AGENCY
Tetra Tech assisted with water storage in the Minnesota river basin and to assess remaining river nutrient load reduction needs



PITTSBURGH, PA
Developed web-based tool for evaluating and siting GI-based on multiple criteria



KANSAS CITY, MO
Conducted a pilot project to measure and evaluate the performance of GI



GWINNETT, GA
Developed stormwater manual and designed, inspected, and monitored GI practices



PRINCE GEORGE'S COUNTY, MD
Have supported the County for 20+ years in pioneering and becoming a national leader in the use of LID



VIRGINIA BEACH, VA
Tetra Tech has completed stormwater management services and a resilience and stormwater master plan



GRAND RAPIDS, MI
Development of a SWMM-based model as a component of the overall Stormwater Asset Management Plan and Stormwater Management Plan Program



DETROIT, MI
Tetra Tech worked with DWSO to implement their Green Stormwater Infrastructure (GSI) program and its NPDES permit requirements



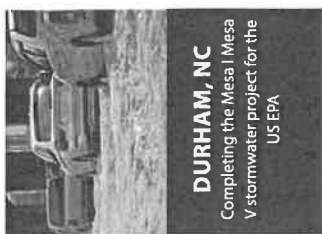
GENESSEE COUNTY, MI
Tetra Tech was retained to assist the County and communities with the implementation assistance of the stormwater permits



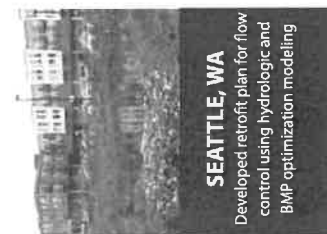
WASHINGTON, DC
GI planning and design for private landowners to access stormwater retention credits



RALEIGH, NC
Providing on-call engineering services and building City framework and capacity to advance use of GI/LID



DURHAM, NC
Completing the Mesa Mesa Y stormwater project for the US EPA



SEATTLE, WA
Developed retrofit plan for flow control using hydrologic and BMP optimization modeling

[illegible]

THIRD ROCK'S SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Third Rock has provided watershed-scale water quality monitoring and analysis as a subconsultant to Tetra Tech since its formation in 2001, and expanding its role in 2008 to include MS4 program management support. In the area of water quality consulting, Third Rock's engineers, ecologists, and GIS analysts work together to provide a unique level of expertise un-equalled in Kentucky. With years of collective experience in the areas of water quality monitoring, watershed planning, stream and wetland restoration, and stormwater best management practices, Third Rock has provided MS4 program management services to LFUGG, Louisville Metropolitan Sewer District (MSD), Sanitation District No.1 (SD1), and several small Phase II communities across Kentucky and Tennessee.

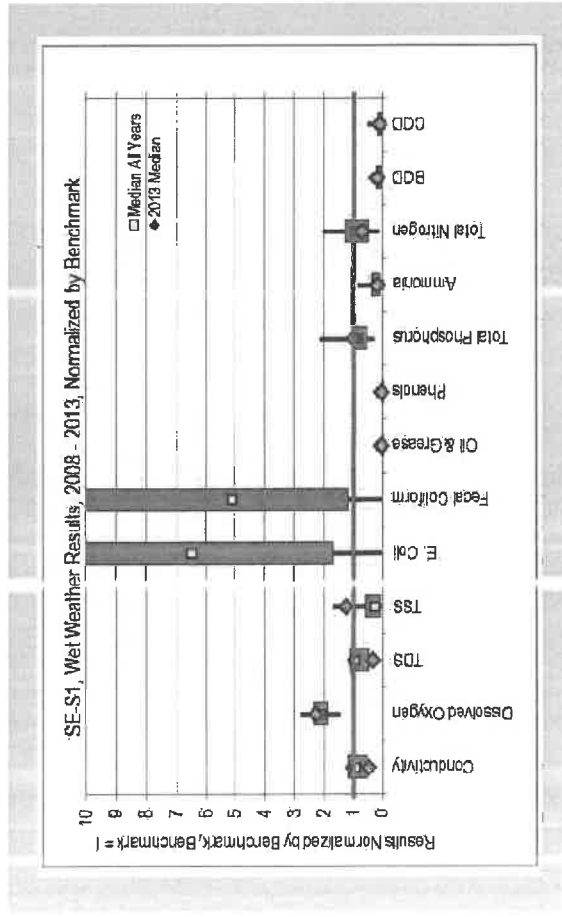
STRATEGIC MONITORING STRATEGIES

Third Rock professionals are proficient in the design and implementation of water quality monitoring strategies that involve complex data analysis, interpretation, and reporting. The multi-disciplinary team uses a combination of desktop resources and field verified conditions to select and prioritize monitoring elements, while considering the many constraints at play to develop a customized approach that addresses a range of goals. As a result, during the 2009 permit term, Third Rock was tasked with developing a customized program to evaluate the fitness of LFUGG's MS4 monitoring program and make recommendations for improvement. Third Rock determined that numerous parameters did not provide meaningful data, and the frequency and location of LFUGG monitoring efforts should be revisited in order to identify priority catchments within each watershed. The recommendations were used by LFUGG during subsequent permit renewal negotiations with KDOW resulted in the agency's approval of LFUGG's new dynamic, watershed-focused monitoring program in 2015.

INNOVATIVE REPORTING

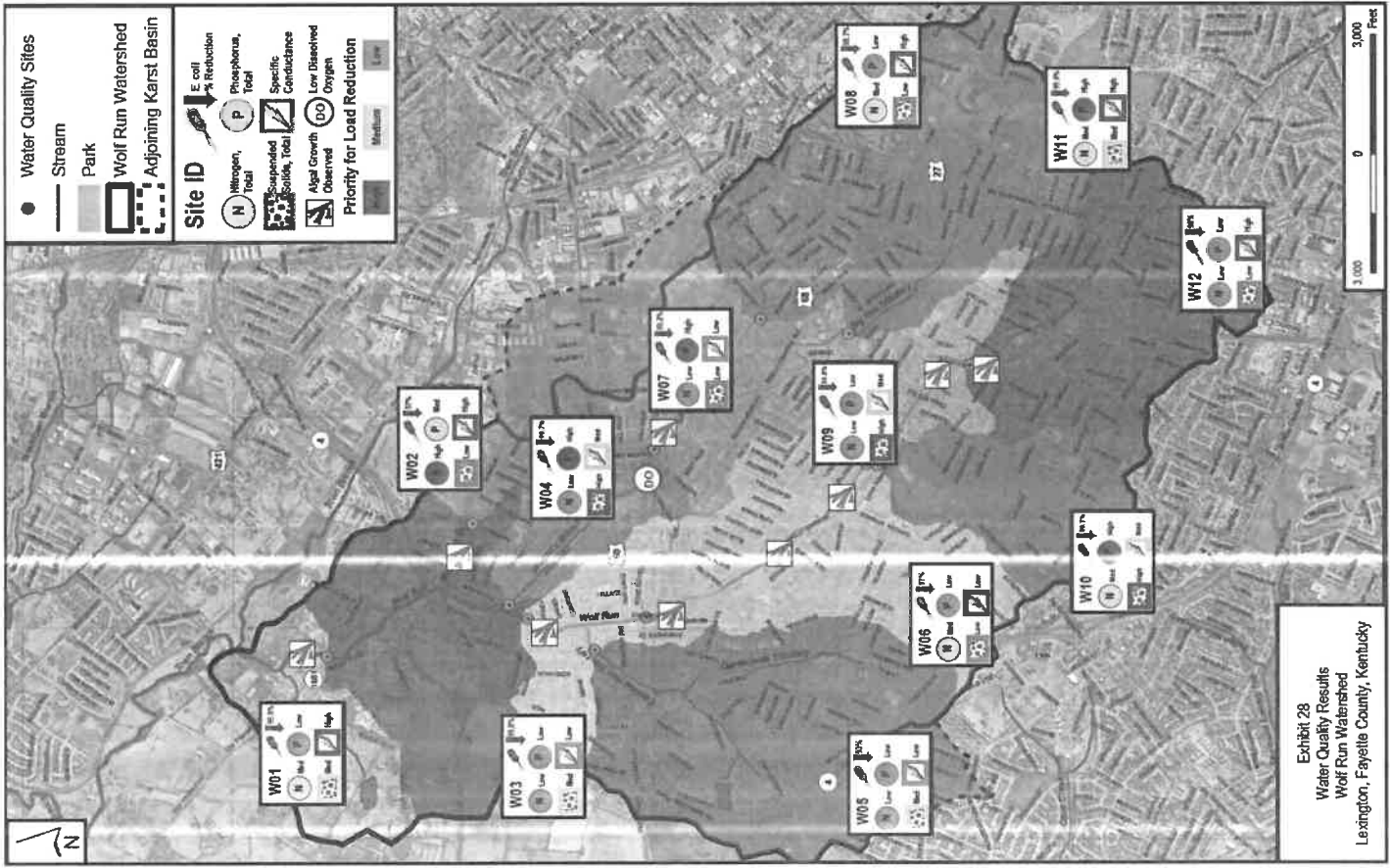
In addition to collecting and reporting data for LFUGG Consent Decree/MS4 Permit compliance, Third Rock employs innovative communication techniques to present complex data to audiences ranging from water quality interest and stakeholder groups to watershed councils. Third Rock engineers and scientists are proficient in assimilating and translating vast amounts of complex, technical data and presenting it graphically for interpretation by both technical and non-technical audiences.

For example, in 2014 our team presented the results of LFUGG's first monitoring program evaluation and five-year trend analysis, condensing and evaluating thousands of rows of chemical and biological data to graphically represent the findings for LFUGG's Stormwater Stakeholder Advisory Committee (SSAC). That same year Third Rock developed concise, one-page fact sheets to communicate the water quality of each of LFUGG's seven major watersheds using color-coded charts, tables, stream hydrographs, box-and-whisker plots, and pollutant load duration curves to illustrate the nature and extent of impairment. Between 2017 and 2023 Third Rock presented the results of LFUGG's watershed-focused monitoring to the SSAC and various watershed stakeholder groups, distilling the primary sources and causes of impairment in each watershed.



INTEGRATIVE WATERSHED PLANNING

Third Rock has set the standard in Kentucky for watershed planning authoring the first comprehensive watershed-based plan approved by US EPA in Kentucky for the Laurel/Little Laurel River Watershed. Since that time, Third Rock's team of engineers and scientists have worked with KDOW and multiple municipalities across Kentucky to develop and implement 319(h) grant funded watershed-based plans for Cane Run and Wolf Run in Lexington, and Hanging Fork, Clarks Run, Chestnut Creek, South Fork Little River, and Buck Creek watersheds.



With each plan, Third Rock also developed a watershed-scale monitoring strategy to collect data used to isolate and quantify sources of impairment, generate pollutant load allocations, and identify and prioritize best management practices to achieve improvement.

As a team, we recognize the value of the data collected pursuant to beyond regulatory compliance, and as such, use it to inform broad resource planning across the urban service area. Third Rock uses state-of-the-art GIS software to organize, map, and interpret water quality data to target and prioritize locations for supplemental environmental projects or best management practices (BMPs) including stormwater wetlands, bioretention areas, stream and wetland restoration, riparian enhancement, land preservation, public education, and the development of ordinances to guide low-impact development. Integrative watershed planning identifies opportunities to achieve layers of use from a project, allowing us to more effectively achieve desired functions and be a good steward of public monies. For example, a planned sanitary sewer refurbishment project along a stream would combine well with the implementation of riparian enhancement, a greenway/trail system, and other measures to mitigate stormwater runoff and improve stream stability.

This integrative watershed approach recognizes the need for building partnerships and soliciting stakeholder input. For example, we effectively engaged and facilitated Wolf Run watershed stakeholders enjoining non-technical and technical input to develop a BMP implementation strategy used to obtain at least \$600,000 in additional funding to address impairments. Input from LFUCG, consulting resource agencies, community stakeholders, and interested residents is key to identifying solutions that utilize all available resources to improve the quality of Lexington's streams.

SALT RIVER ENGINEERING'S SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Salt River Engineering is a Veteran-Owned Small Business, located in Harrodsburg, Kentucky, that provides engineering services for the municipal sector, including LFUCG and other cities in the Bluegrass Area Development District. Their core services include utility financing, construction management, and engineering design. They will provide technical support on the MS4 project, including technical writing and review of engineering/environmental reports.

TEAM REFERENCES

Our references are familiar with the extra effort put forth by our staff to establish and maintain good working relationships with our clients.

The following references can attest to Tetra Tech's character and reputation.

CHARLES MARTIN, PE
Director of the LFUCG Division of Water Quality

859.425.2400

chmartin@lexingtonky.gov

JENNIFER CAREY, PE
Director of the LFUCG Division of Environmental Services

859.425.2888

jcarey@lexingtonky.gov

GREGORY S. LUBECK, PE
Deputy Director of the LFUCG Division of Water Quality

859.258.3446

glubeck@lexingtonky.gov

DAN TABER, PE
City of Grand Rapids, MI, Stormwater Manager

616.456.3104

dtaber@grcity.us

KELLY KARLL, PE
SEMCOG, MI

313.324.3375

Karll@semcog.org



THE TETRA TECH MANAGEMENT TEAM

Tetra Tech is committed to offering the **Lexington-Fayette Urban County Government** a trusted, multi-disciplinary team with the breadth and depth of capabilities, expertise, and experience to plan, manage, and execute the full scope of services.



PROGRAM MANAGER

RICHARD
Walker, PE



PROJECT MANAGER

ABBY
Terry, PE

Tetra Tech proposes **Richard Walker** as the designated program manager for this contract. Richard will provide strategic direction, ensure Tetra Tech's resources are available and committed throughout this contract, and leverage our staff experience to deliver the most effective, efficient, and high-quality projects.

Richard's civil engineering experience totals over 40 years, focused on stormwater projects throughout Kentucky. More specifically, Richard has spent more than 30 years working with LFUCG's MS4 program.

Tetra Tech proposes **Abby Terry** as the designated project manager for this contract.

Abby will provide daily support to the MS4 Section Manager. She will work as an extension of LFUCG staff to fulfill the requirements of the SWQMP and MS4 Permit.

Abby has supported the MS4 program for the last 6 years.



TETRA TECH

RICHARD & ABBY'S
MANAGEMENT STRENGTHS

35+ combined
years

working together for
LFUCG's MS4 program

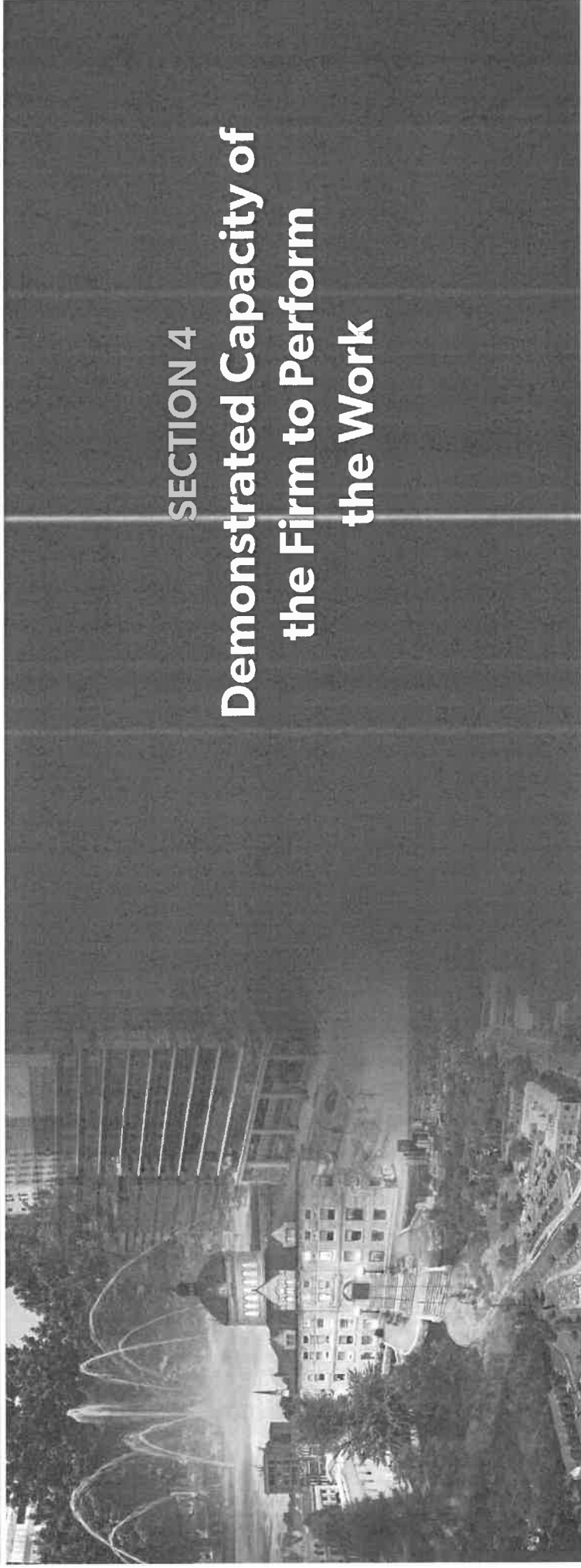
Richard & Abby
are **trusted**

to work as an
extension
of LFUCG staff



The Tetra Tech team organization chart is shown in the following section. The team supporting Richard and Abby will consist of engineers, including **principal project engineers which are listed on our org chart**, regulatory policy analysts, biologists, geologists, and environmental scientists.

Additional Tetra Tech and Third Rock personnel are available if needed.



SECTION 4. DEMONSTRATED CAPACITY OF THE FIRM TO PERFORM THE WORK

THE TETRA TECH TEAM'S LOCAL KNOWLEDGE & NATIONAL EXPERIENCE

The Tetra Tech team will provide LFUCG with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue on with this successful program.

Our team has a rich blend of in-depth local knowledge and national experience to continue the implementation of LFUCG's MS4 Permit. This combination offers LFUCG a perspective and knowledge base to address the specific local issues that are the immediate priority, while keeping anticipated future regulatory requirements in mind.

The Tetra Tech team organization chart is shown on the following page. Richard Walker, PE will serve as the program manager for the next contract as he has done for the last 17 years. Abby Terry will serve as the project manager. The team supporting Richard and Abby will consist of engineers, regulatory policy analysts, biologists, geologists, and environmental scientists. The team also includes staff with national MS4 experience.

FIRM ORGANIZATION



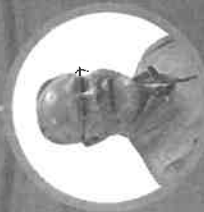
LEXINGTON



Richard Walker, PE, CFM
Program Manager



Abby Terry, PE
Project Manager



Dan Christian, PE, D.WRE
National Technical Advisor

**Open and Continuous
Lines of Communication**

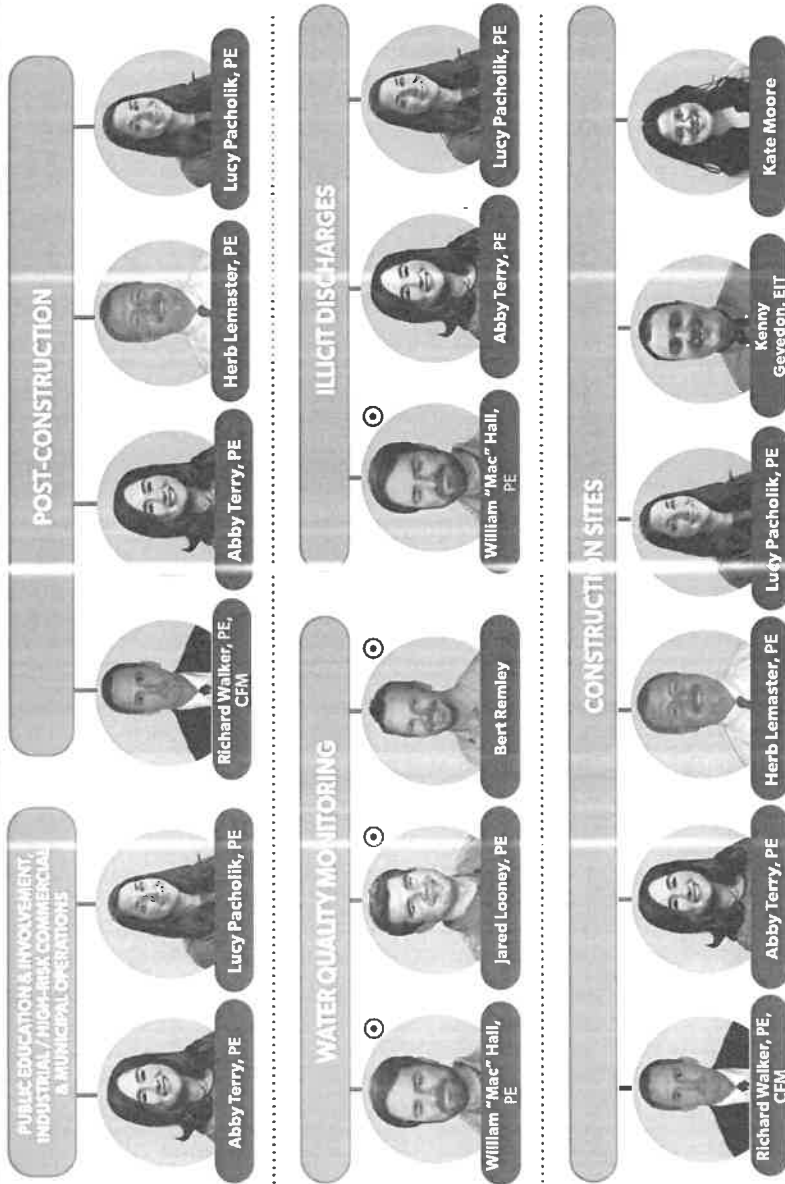


THIRDROCK



LEGEND

MS4 PERMIT COMPLIANCE



SWQMP UPDATE/CRITICAL PATH SCHEDULING

Richard Walker, PE, CFM Molly Foree Cummins, JD
Abby Terry, PE William "Mac" Hall, PE

CRITICAL REVIEW OF MS4 POLICIES AND PROCEDURES, ORDINANCES, AND GUIDANCE DOCUMENTS

Richard Walker, PE, CFM Molly Foree Cummins, JD
Abby Terry, PE William "Mac" Hall, PE

TECHNICAL SUPPORT: TECHNICAL WRITING; REPORTING; PROGRAM DEVELOPMENT; WORKSHOP DEVELOPMENT; TRAINING; PROJECT WEBSITE; AND ENGINEERING

Connie Allen, PE	Casey Mattingly, PE	Lisa Stratton	Alainey Robinson
Shann Easterling	Ryan McGregor	Kenny Gevedon, EIT	Caroline Campbell
Chris Hale	Ashley Storm, JD	Kate Moore	Tammie Fister
Jared Looney, PE	James Storm	Derek Adams, MPH	Dean Vittitoe
Mary Corbett	Rain Storm	Chelsey Olson	Ryan Rathfon

STAFFING INFORMATION
& AVAILABILITY

* LFUCG Project Experience



Richard Walker



Abby Terry



Shann Easterling



Kate Moore



Chris Hale



Kenny Gevedon



Dan Christian



Lucy Pacholik



Herb Lemaster



Mary Corbitt



Dean Vittitoe

Our **proven record of**

past performance brings a sense of trust that we make the required staff assignments on schedule. Our team members have established working relationships with LFUCG.

We clearly understand LFUCG's needs and the staffing requirements based on our performance to date. This contract will be our team's top priority, and we will successfully manage the MS4 Program into the future.

On this page, we have included our team's availability for the duration of this contract.



William "Mac" Hall



Molly Foree Cummins



Bert Remley



Casey Mattingly



Rain Storm



James Storm



Ryan McGregor



Jared Looney



Ashley Storm



Lisa Stratton



Derek Adams



Chelsey Olson



Alainey Robinson



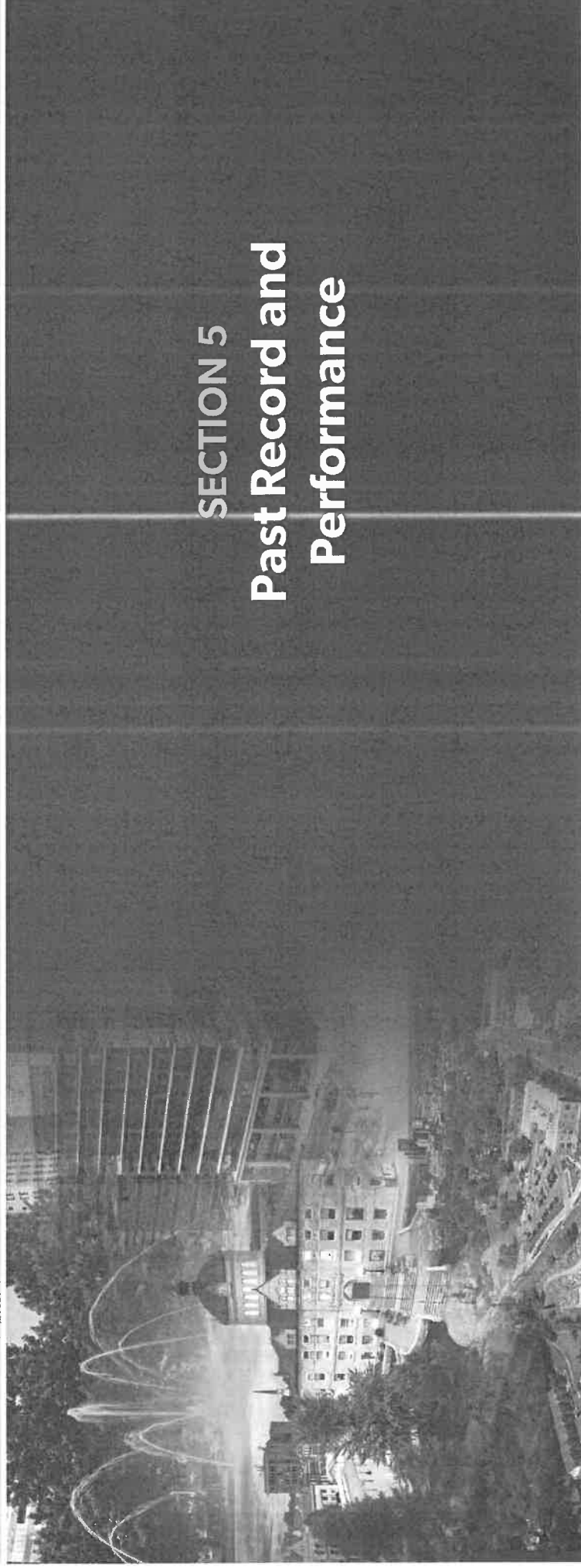
Tammie Fister



Caroline Campbell



Connie Allen



SECTION 5. PAST RECORD & PERFORMANCE

OVERVIEW

This section provides an overview of similar projects performed by the Tetra Tech team for LFUCG and other clients.

PROJECTS WITH LFUCG

- The Tetra Tech team has enjoyed a 30-year working relationship with LFUCG. Below is a partial listing of current and completed projects, performed on schedule and within budget for the LFUCG.
- As part of these programs, the quality of work, control of costs, and ability to meet schedules has been maintained. For example, under the current MS4 program management contract for LFUCG, we have worked in a collaborative manner with your staff to complete MS4 Permit milestones on time and in a cost-effective manner.
- Through the work completed to date, the products Tetra Tech has produced have been met with the approval of LFUCG staff and the public has been supportive of the program:
- MS4 Annual Program Management Services
- SWQMP Development as part of the EPA Consent Decree Negotiations
- Stormwater Manual
- Procedures Manual for Infrastructure Development
- Vaughns Branch / Sugar Mill Flood Mitigation
- Danby Corners FEMA Letter of Map Revision
- Expansion Area 2 Stormwater Master Plan
- Southland Drive Drainage Study
- North Elkhorn Hydrologic and Hydraulic Model
- Town Branch Hydrologic and Hydraulic Model
- Detention Basin Maintenance Program

- Firehorn Detention Basin Improvements
- Walhampton Stormwater Improvements
- Wolf Run Wet Weather Storage
- West Hickman Wet Weather Storage
- MS4 Permit Stormwater Monitoring
- 2021 Greenhouse Gas Inventory
- Pebble Creek Stream Restoration
- Barnard Drive Stormwater Improvements
- Bob-o-Link Stormwater Improvements
- Priority and Comprehensive Climate Action Plans



SIMILAR PROJECTS

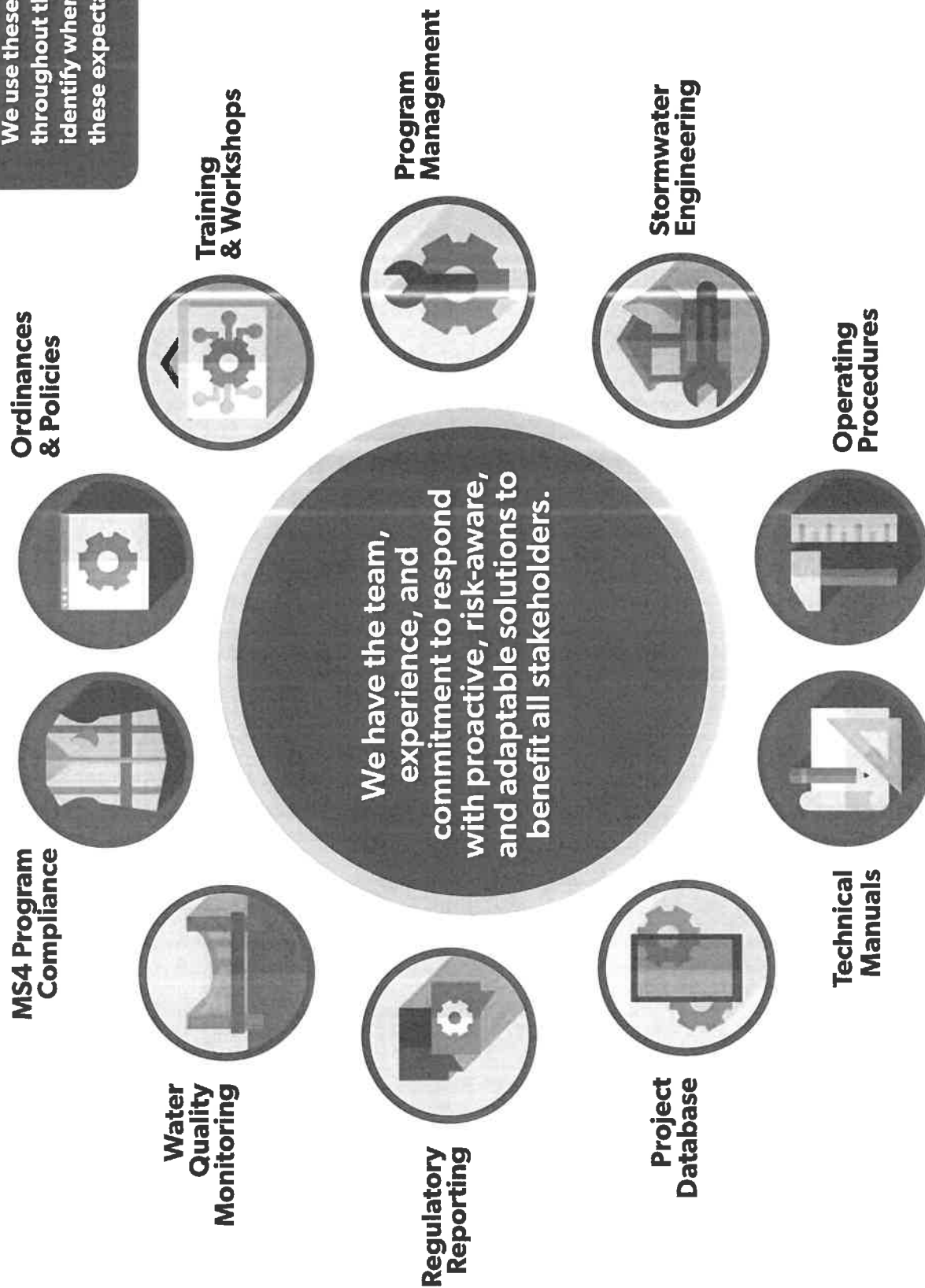
The following **16 similar projects** shown in this section are a sampling of relevant MS4 and stormwater projects our team has **completed within the last 15 years**.

- 1 LFUCG, KY MS4 PROGRAM
- 2 LFUCG 2016 STORMWATER MANUAL FOR NEW DEVELOPMENT
- 3 STATEWIDE, KY EROSION PREVENTION AND SEDIMENT CONTROL FIELD GUIDE AND TECHNICAL MANUAL
- 4 KENTUCKY DIVISION OF CONSERVATION HINKSTON CREEK WATERSHED PLAN
- 5 U.S. EPA CHESAPEAKE BAY TMDL WATERSHED IMPLEMENTATION PLAN
- 6 VIRGINIA BEACH, VA MS4 AND ENVIRONMENTAL MANAGEMENT SERVICES
- 7 PRINCE GEORGE'S COUNTY, MD MS4 PERMIT SUPPORT AND TMDL PLANNING
- 8 GRAND RAPIDS, MI MS4/STORMWATER MASTER PLANNING, REGULATIONS, AND DESIGN
- 9 DETROIT WATER AND SEWERAGE DEPARTMENT, MI GREEN STORMWATER INFRASTRUCTURE PROGRAM MANAGEMENT
- 10 GENESSEE COUNTY, MI MS4 PERMIT COMPLIANCE
- 11 MINNESOTA POLLUTION CONTROL AGENCY MS4 PHASE II PROGRAM SUPPORT
- 12 DUBLIN, OH STORMWATER DESIGN MANUAL
- 13 DURHAM, NC THIRD FORK CREEK WATERSHED PLAN AND GENERAL PROGRAM SUPPORT
- 14 LFUCG, KY SECTION 319(H) WATERSHED-BASED PLAN, WOLF RUN WATERSHED (THIRD ROCK)
- 15 KDOW, KY SECTION 319(H) WATERSHED-BASED PLAN, CANE RUN WATERSHED (THIRD ROCK)
- 16 LFUCG, KY ENVIRONMENTAL ANALYSIS, DESIGN, AND PERMITTING— SANITARY SEWER CAPITAL PROJECTS (THIRD ROCK)

TETRA TECH UNDERSTANDS THE CHALLENGES AHEAD

We understand that addressing the **challenges, risks, and opportunities** you face today **requires key expertise and innovative solutions.**

We have thoroughly reviewed your Scope of Services and identified the key challenges below. We use these icons throughout this section to identify where we meet these expectations.



RELEVANT PROJECTS



MS4 PROGRAM MANAGEMENT

*Lexington-Fayette Urban County Government
Lexington, KY*

Tetra Tech and Third Rock Consultants have been providing annual stormwater program management services since 2008 for implementing Lexington's EPA Consent Decree and the MS4 Permit issued by the Commonwealth of Kentucky. During that time, the Tetra Tech/LFUCG team has achieved compliance with all aspects of the MS4 program as evidenced by the following:

- Met all MS4 Permit requirements, along with measurable goals in LFUCG's Stormwater Quality Management Program
- Met all 40 stormwater performance standards in the Consent Decree and was released from the stormwater provisions
- KDOW inspected LFUCG's MS4 program in 2010, 2012, 2016, 2019, and 2023 and found no deficiencies

The work included the following: MS4 Permit Compliance

- Prepared the application for the 2014 MS4 Permit renewal and assisted LFUCG management in the permit negotiations with the Kentucky Division of Water
- Planned and prepared the necessary documentation for MS4 compliance inspections by KDOW in 2010, 2012, 2016, 2019, and 2023
- Developed the MS4 SWQMP, including sections on public involvement, illicit discharges, construction site runoff,

- industrial runoff, water quality monitoring, municipal operations, and post construction
- Developed new ordinances for the industrial stormwater discharge program, maintenance of stormwater controls on private property, and erosion control
- Developed a draft TMDL implementation strategy and status report

- Drafted the application letter for the next MS4 Permit
- Prepared the MS4 annual reports (2008–2023)

Erosion and Sediment Control Compliance

- Conducted audit inspections of over 100 construction sites
- Attended pre-bid and pre-construction meetings on capital projects and gave ESC presentations on the permitting, inspection, and enforcement procedures
- Conducted training for LFUCG staff on construction site inspections

- Conducted an annual workshop with over 75-100 construction industry representatives on erosion and sediment control and stormwater management

Post-Construction Stormwater Management Compliance

- Updated the Stormwater Manual in 2016 to address the new requirements in the MS4 Permit for new development and redevelopment

SCOPE EXPERIENCE



RELEVANCE TO LFUCG

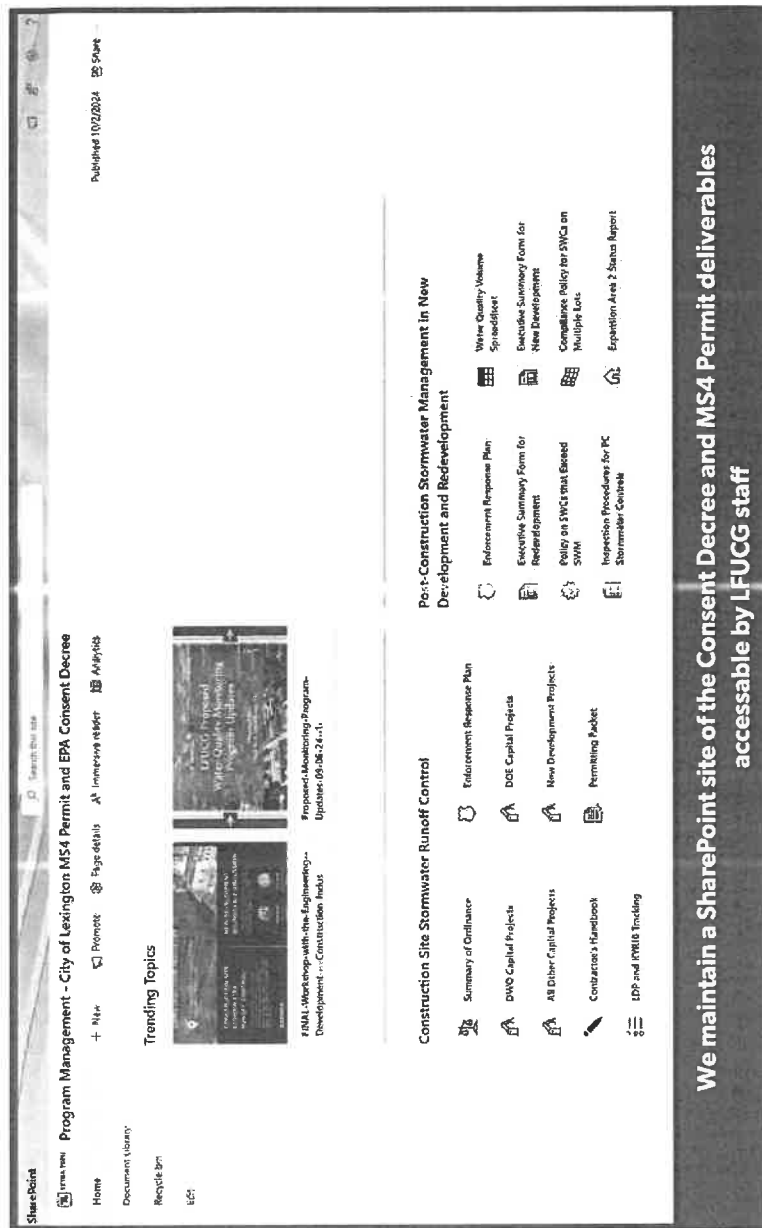
- MS4 Program Manager since 2008—
Provided services as described in the current RFP



Annual MS4 Workshop



Erosion and Sediment Control Training



- Updated the Stormwater Manual in 2020 to address new requirements for Composite Drainage Plans
- Developed LID GI guidelines for design and construction
- Developed a Stormwater Management Plan Executive Summary form that enables staff to quickly determine if the proposed stormwater controls meet the water quantity and water quality requirements of the LFUCG Stormwater Manual
- Assisted staff with applying the requirements of the Stormwater Manual to proposed development plans

Worked as an Extension of Staff

- Conducted monthly coordination meetings with approximately 30 city staff to review deadlines and work completed on the MS4 Permit
- Developed enforcement response plans for construction sites, post-construction, industrial facilities, and illicit discharges
- Facilitated meetings with the Division of Water Quality, Division of Engineering, and Division of Environmental Services to resolve issues related to the permitting, inspection, and enforcement of erosion and sediment control BMPs
- Developed standardized construction specifications for erosion/sediment control and stormwater infrastructure (storm sewer pipe, manholes, etc.)
- Developed Integrated Spill Plans for two wastewater treatment plants
- Developed an inventory of industrial facilities and high-risk commercial facilities
- Maintained a SharePoint site of Consent Decree and MS4 Permit deliverables for access by LFUCG staff

MS4 Water Quality Management Fee

- Provided project management and technical support for implementing the water quality management fee in 2010 that generates approximately \$13 million per year

Water Quality/Watershed-Focused Monitoring

Third Rock developed and implemented LFUCG's permit-required water quality monitoring programs while meeting the commitments of its EPA Consent Decree.

Permit required water quality monitoring tasks include:

- Quarterly dry and wet weather water quality monitoring at seven watershed sites
- Annual macroinvertebrate and habitat assessment at seven watershed sites, including identification of macroinvertebrate samples by Society for Freshwater Science-certified taxonomists
- Bi-annual fish monitoring at seven watershed sites
- Annual reporting of monitoring data with comparison to benchmarks and past data.

Reporting includes Watershed Technical Water

Quality Evaluations for comprehensive watershed specific analyses, including load duration curves and a "Summary Status Rating" to characterize overall stream health

- Maintenance of water quality monitoring database
- Development and implementation of a Water Quality Monitoring Program Evaluation during each five-year permit cycle
- Statistical analysis of trends in water quality for each five-year period permit cycle

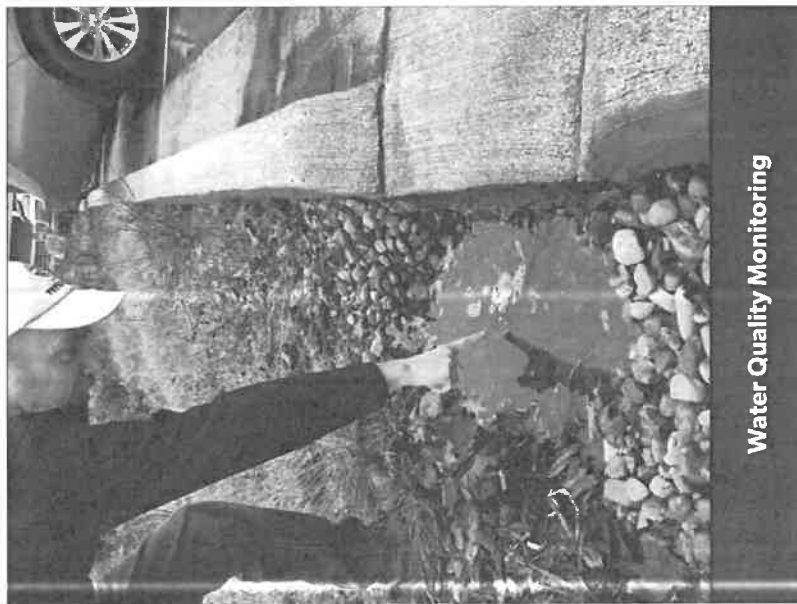
In addition, in 2015 LFUCG committed to begin to transition its water quality monitoring program to a watershed-focused approach. The study area for LFUCG's Watershed-Focused Monitoring Program (WFMP) encompasses the seven major watersheds that drain LFUCG's Urban Service Area, including Cane Run, South Elkhorn Creek, West Hickman, East Hickman Creek, Town Branch, North Elkhorn Creek, and Wolf Run. The overall objective of the WFMP is to collect and generate data to identify and remediate sources of recreational and aquatic habitat impairments to streams within the Urban Service Boundary by conducting the following monitoring elements within each watershed:

- Stream Corridor Characterization
- Biological Monitoring
- Water Quality Monitoring
- Discharge Prevention / Source Investigation
- Priority Area Upland Visual Assessment

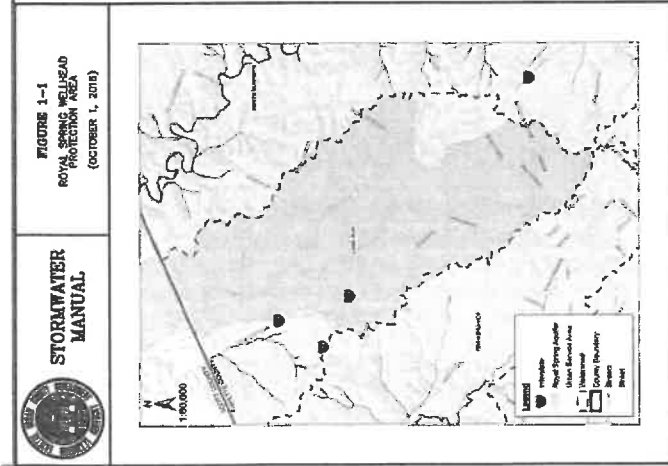
The WFMP was completed in 2024. Tetra Tech and Third Rock have collaborated with LFUCG to develop a new monitoring program for the next MS4 Permit. LFUCG proposes to streamline monitoring by consolidating the in-stream sampling locations used for routine monitoring (i.e., dry and wet weather sampling, macroinvertebrate and fish sampling, and habitat assessments) with the in-stream sampling locations from the WFMP. This approach will create a monitoring network of approximately 64 in-stream sites county-wide. LFUCG intends to continue utilizing community volunteers in the proposed monitoring program. This approach was approved without comment by KDOW.



Volunteer Training for WFMP



Water Quality Monitoring



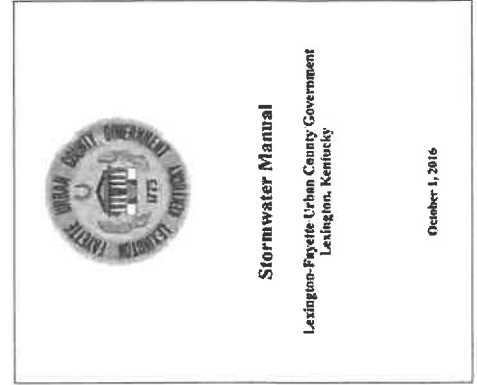
LFUCG **2016 STORMWATER MANUAL** **FOR NEW DEVELOPMENT**

*Lexington-Fayette Urban County Government, KY |
 Lexington, KY*

- Water quality volume design storm of 1.2 Inches (90th percentile) and runoff reduction volume of 0.80 Inches
- Vegetative buffer zone of 50 feet along streams
- Design standards for storm sewers, culverts, and open channels
- Channel protection design standards
- EXCEL based water quality volume calculation tool
- Executive Summary Stormwater Management Form to demonstrate compliance with the manual
- Flood protection requirements

Tetra Tech updated the city's Stormwater Manual in 2016 to address the stormwater requirements in the EPA Consent Decree (2008) and the state MS4 Permit (2015). The Consent Decree and the permit requires the city to review and update the design standards every three years. Furthermore, the permit established a design standard that requires new development projects to manage the runoff from the 80th percentile rainfall event. Tetra Tech performed the work in our role as the city's MS4 Program Management Consultant. Key features of the manual include the following:

- Post-construction water quantity and water quality design standards for new development and redevelopment
- Design standards for detention basins, underground detention, and manufactured treatment devices
- Site design standards for GI, such as soil type, pretreatment, and maximum drain time

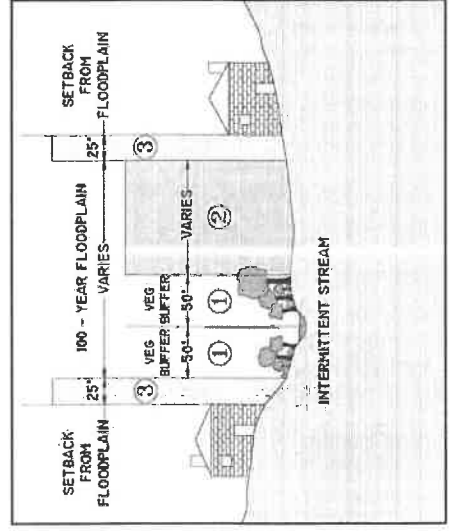
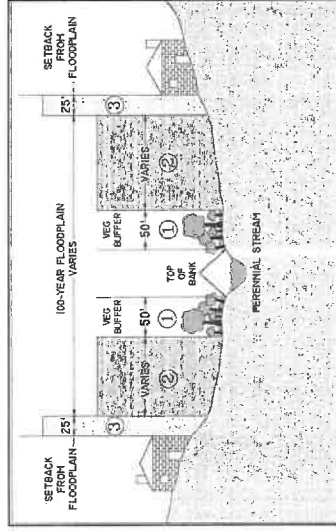


SCOPE EXPERIENCE



RELEVANT TASKS

- Stormwater design standards and procedures for new development/redevelopment



WATER QUALITY & WATER QUALITY DESIGN STANDARDS

STANDARD

NEW DEVELOPMENT

REDEVELOPMENT

Water Quantity

Peak flow shall be reduced to pre-development levels for the 10-year, 100-year, 1995, and 2006 storms. No detention is required if the impervious area is not increased.

Water Quality

Water Quality Volume – All runoff from impervious areas shall pass through a stormwater control sized for the 90th percentile storm of 1.2 inches.

Runoff Reduction – GI controls shall be designed to retain on-site the runoff volume equal to 0.8 inches multiplied by the impervious area.

Peak flow shall be reduced to baseline

(before demolition) levels for the 10-year, 100-year, 1995, and 2006 storms. No detention is required if the impervious area is not increased.

The baseline impervious area shall be reduced by 20%, or stormwater controls shall be provided for 20% of the baseline impervious area, or a combination thereof.

Stormwater Manual Table of Contents

- 1 – Stormwater Management Requirements
- 2 – Permits
- 3 – Watershed Studies
- 4 – Design Documentation
- 5 – Hydrology
- 6 – Inlets/ Storm Sewers / Manholes
- 7 – Culverts and Bridges
- 8 – Constructed Channels
- 9 – Stream Bank Stabilization
- 10 – Stormwater Controls
- 11 – Erosion and Sediment Control

Green Infrastructure BMPs

- Impervious Area Disconnection
- Bio-retention / Rain Gardens
- Permeable Pavement
- Bio-infiltration Swales
- Infiltration Basin
- Tree Trenches
- Rainwater Harvesting
- Vegetated Roofs
- Riparian Buffer Restoration



Water Quantity and Water Quality Design Standards

The table above summarizes the water quantity and water quality design standards.

Stakeholder Involvement

Tetra Tech conducted an extensive internal and external stakeholder process to gain consensus on the major issues. The internal group consisted of city staff from various departments, including planning, engineering, law, and water quality. This group met for about a year to review changes to the manual proposed by Tetra Tech. The external group consisted of representatives from the home builders association, engineers, businesses, public schools, environmental groups, and the University of Kentucky.

Green Infrastructure Design Spreadsheet

WQV Calculations for Commercial and Industrial Projects, and Residential Projects with Lots Less than 6000 sq. ft. DRAFT											
Project Name: _____											
1. Proposed Land Use											
Greenhouse	Area (sq ft)	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total
Driveway	Area (sq ft)	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total
Driveway	Area (sq ft)	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total
Driveway	Area (sq ft)	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total	Area (sq ft) of Total
2. Water Quality Design Requirements											
3. Proposed WQV											
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50. Proposed WQV											

Standardized approach to confirm compliance with the Stormwater Manual.



EROSION PREVENTION AND SEDIMENT CONTROL FIELD GUIDE AND TECHNICAL MANUAL

*Kentucky Division of Water, Division of Conservation, and
Transportation Cabinet | State of Kentucky*

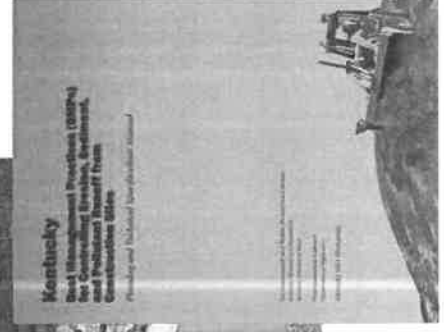
Tetra Tech has provided a wide range of support for the KDOH watershed management program through nearly \$2 million in contracts awarded since 1997. Support focused on improving the effectiveness of Kentucky's watershed management framework and included production of technical and field guides on construction site stormwater management, including key support for the development of the new Kentucky Erosion Protection and Sediment Control Professional Qualification Program.

Working with a technical team from state water, conservation, natural resources, and university programs, Tetra Tech developed and delivered a number of products to improve construction site erosion, sediment, and stormwater control in the Commonwealth. Deliverables included a 100-page full color and laminated Field Guide for construction workers, a 250-page Technical Specifications Manual for design professionals and stormwater plan preparers, a series of 46 technical and field practice workshops across the state, and a website for accessing the field guide, training workshop information, and related materials.

Tetra Tech developed more than two dozen original color graphics depicting various ESC BMPs, provided more than 250 original photographs, and developed six separate slide presentations, and

produced both manuals and all other materials related to the overall training program. Materials developed under this project replace all existing statewide ESC manuals and guides, and have been approved for use by state agencies and other entities. Approximately 3,000 individuals were trained through March 2008.

These workshops, manuals, and training materials represented the first statewide effort to upgrade construction site runoff practices in Kentucky, and resulted in development of the KEPSC "qualified construction contractor" certification program.



SCOPE EXPERIENCE



RELEVANT TASKS

- Statewide training program and technical manuals



RELEVANT PROJECTS



HINKSTON CREEK WATERSHED PLAN

Kentucky Division of Conservation |
Hinkston Creek, East-Central, KY

Tetra Tech developed the Quality Assurance Project Plan, collected existing and new water quality data, implemented an outreach/education program, and worked with a stakeholder group to develop a watershed-based plan addressing EPA's nine key elements for Hinkston Creek in east-central Kentucky. Hinkston Creek has been listed as impaired for many years due to poor biological conditions and elevated levels of fecal coliform bacteria, sedimentation, and nutrients linked to low dissolved oxygen and organic enrichment. The plan, which was approved by the KDOW in June 2011, included detailed cost and load reduction information for a suite of mostly agricultural best management practices, was based on conventional modeling approaches and innovative analytical tools.

For example, on-site wastewater treatment system potential risk to water quality was assessed via mapping analyses that considered system densities (i.e., number per square mile), system age, and proximity to surface waters. Prioritization was based on level of household density, closeness to streams, and closeness to karst topography (to account for impacts to groundwater). A riparian buffer assessment and deficiency analysis used aerial photography to determine canopy cover presence/absence and buffer zone widths.

Finally, a desktop profile of high-risk stream channel reaches was conducted via mapping work that analyzed riparian vegetation (i.e., canopy cover), cattle access points, and property ownership records.

The riparian deficiency data was overlaid with imagery from USDA's National Agriculture Imagery Program and was used to assess the intensity of impact on riparian areas within the Blacks and Boone Creek subwatersheds. Reaches within each subwatershed were visually scanned against the NAIP imagery to assess the land cover context for riparian buffers. Impacted riparian areas were divided into four levels of impact based on stress conditions observable from the aerial imagery, such as proximity of intense tilling and/or grazing to the stream edge, cattle access points, and lack of tree or shrub cover in the riparian buffer. Parcel boundaries were obtained from the county property valuation office to identify landowners who might be interested in stream protection BMPs.

For the outreach/education program, Tetra Tech used a multi-pronged approach, including weekly newspaper columns that mixed water quality issues with area historical events, a series of billboards featuring positive "thank a farmer" for adopting BMP messages, an informational web site with water quality monitoring and other information, signage installed at watershed boundaries and

SCOPE EXPERIENCE



RELEVANT TASKS

- Watershed planning in Kentucky



creek crossings, and presentations to area groups on the watershed and the project. The project also sponsored a cost share program for agricultural producers interested in implementing plan-based BMPs on land in the upper portion of the watershed.

RELEVANT PROJECTS



CHESAPEAKE BAY TMDL WATERSHED IMPLEMENTATION PLAN

U.S. EPA | Nationwide (VA, MD, PA, DE, WV, NY, DC)

SCOPE EXPERIENCE



RELEVANT TASKS

- Large-scale watershed planning and response to TMDL requirements



Tetra Tech has provided a wide range of technical and managerial support to EPA Region 3 and the Chesapeake Bay Program Office (CBPO) related to TMDL development efforts for the Chesapeake Bay. EPA has led development of TMDLs through a collaborative effort involving all six bay states (Virginia, Maryland, Pennsylvania, Delaware, West Virginia, and New York) and the District of Columbia. A major portion of Tetra Tech's support has focused on development of statewide and higher resolution local Watershed Implementation Plans (WIPs), with the objective of identifying measures and milestones to comply with TMDL allocations.

Tetra Tech has provided support to each state and the District of Columbia for state-wide WIPs, including configuration of the CBPO's model for state use, development of management scenarios to evaluate using the model, confirmation of point source representation in the CBPO model, drafting of WIP report sections, and stakeholder meeting support.

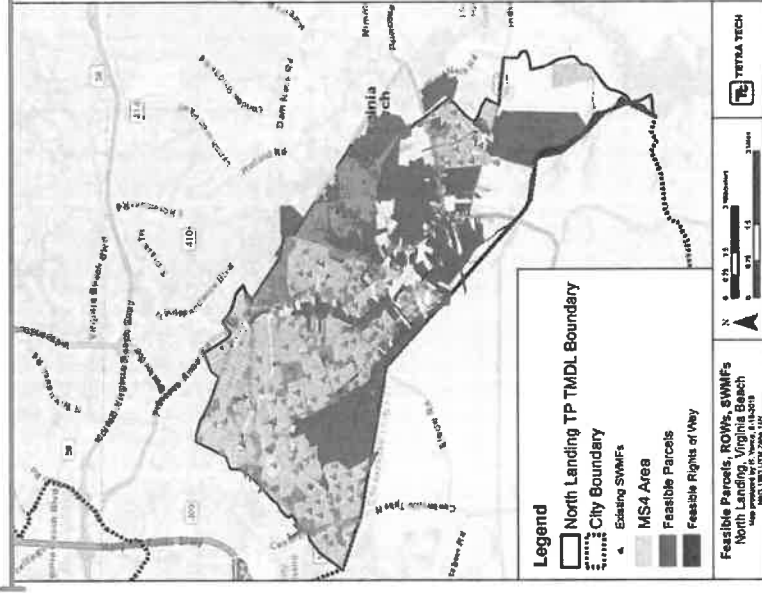
Tetra Tech has provided local WIP support to several MS4 and non-MS4 communities throughout the watershed. The primary objectives of Tetra Tech's support have been to review the communities' existing programs, identify measures and milestones to comply with TMDL allocations,

prepare strategies, and develop tools to track future implementation. Tetra Tech has supported Prince William County, Virginia; Rivanna River Basin Commission, Virginia; Anne Arundel County, Maryland; Caroline County, Maryland; Conewago Creek Watershed Initiative, Pennsylvania; District of Columbia; Chemung County, New York; and Eastern Panhandle Planning and Development Council, West Virginia. (Although not funded through the same EPA contract, Tetra Tech is currently leading development of a WIP for Prince George's County, Maryland.)

Example tasks include:

- Participate in interagency meetings and educate groups on the TMDL and WIP process
- Collect data (e.g., BMPs, land use) for existing program and strategy evaluation
- Estimate jurisdictional sediment and nutrient pollutant loads using model output, land use, and municipal boundaries as well as some source-specific loads (e.g., septic)
- Compare Chesapeake Bay Watershed Model results to pollutant loads specified in existing local TMDLs
- Inventory, map and develop a database of planned and existing capital projects and BMPs
- Develop implementation recommendations, including identify and prioritize sites for urban stormwater and stream restoration BMPs
- Evaluate possibility of a nutrient criteria trading program
- Estimate load reductions based on implementation recommendations
- Develop approach for estimating implementation costs
- Identify data gaps that need to be addressed for future WIP development and implementation efforts
- Prepare a guidance document based on lessons learned to support other counties

RELEVANT PROJECTS



MS4 AND ENVIRONMENTAL MANAGEMENT SERVICES

City of Virginia Beach
Virginia Beach, VA

Select projects for the Stormwater Management Regulatory Division include:

North Landing River Watershed BMP Prioritization

Assisted the City in meeting MS4 TMDL requirements in providing a reduction in total phosphorus (TP). Evaluated all parcel and right-of-way (ROW) areas in the North Landing River watershed to determine site-specific feasibility for SWMF implementation. Performed primary screening to eliminate unsuitable sites and develop a baseline list of parcels and ROWs potentially suitable for SWMFs. Prioritized and ranked sites on suitability and feasibility based on extensive geospatial criteria, scoring, and weighting. Four lists of feasible sites and their rankings were developed: publicly-owned parcels, privately-owned parcels, ROW areas, and existing SWMFs eligible for retrofit. Determined TP load reductions for sites, preliminary design costs, and conceptual design details to include in a CIP program for the top ten sites that provide the greatest volume and pollutant load reductions for the lowest cost.

Tetra Tech assisted the City of Virginia Beach Stormwater Management Regulatory Division in complying with the requirements of the MS4 permit by providing a full range of stormwater and environmental consulting services, including planning and engineering design to achieve water quality improvements. The City of Virginia Beach manages stormwater across nearly a 500 square mile area that drains north to the Chesapeake Bay and east toward the Atlantic Ocean. Efforts include program support, developing and applying watershed-based planning tools, identifying and prioritizing potential projects, and conceptual and full design of stormwater management facilities (SWMFs) to improve water quality and mitigate flooding.

SCOPE EXPERIENCE



RELEVANCE TO LFUCG

- MS4 implementation program for large municipality
- Evaluated effectiveness of control measures and recommended changes to compliance plan
- Water quality monitoring
- Planned for future regulations (TMDLs)



Lynnhaven Park BMP Redesign

Evaluated the existing SWMF and performed field assessment, including a geotechnical analysis, topographic survey, and utility survey. Developed preliminary engineering design for two alternatives, a level 1 constructed wetland and a level 1 wet pond, and prepared a technical memorandum describing a side-by-side analysis of the cost and nutrient removal efficiency for both options. Submitted a drainage report, hydraulic and nutrient loading analysis, hydraulic analysis, and 30-percent design plans for both options.

Indian River Road BMP Retrofit

Performed site assessment, including a geotechnical evaluation, topographic survey, and utility survey, to determine site constraints and identify opportunities to install a SWMF. Evaluated multiple proprietary and non-proprietary SWMF types. Performed preliminary engineering design, including hydrologic and hydraulic analysis. Compiled all of the site data and analysis into a stormwater report and developed 30-percent preliminary design plans of the SWMFs best suited to that site.

Street Sweeping Optimization

Collected and reviewed street sweeping data to understand the data inventory, characteristics, and completeness. Evaluated the data to determine the street sweeping frequency and lane miles swept for the Chesapeake Bay and Southern Rivers Watersheds. Based on the evaluation, made recommendations for future street sweeping and data collection to improve the street sweeping program, document overall cost effectiveness, ensure MS4 permit compliance, and optimize street sweeping crediting.

Lake Joyce Water Quality Improvements

Evaluated multiple sites in the Lake Joyce watershed to determine site-specific feasibility for SWMF implementation. Recommended a site based on a prioritization process and reported total area treated and TPlload reduction for less than \$50,000 per pound. Developed a conceptual design for the recommended site to provide the greatest phosphorus load reduction for the lowest cost.

Illicit Discharge Detection and Elimination (IDDE) Training

Coordinated with the City to determine training objectives and software capabilities for online module with audio files and content for a learning management system training for City staff to provide information on causes and impacts of stormwater pollution, requirements of the City's MS4 permit, what is (and is not) an illicit discharge, ways to report, and why it is important.

SWMF Review

Reviewed and provided comments on proprietary and non-proprietary SWMFs to be used in ROWs and on City property for recommendations to Operations based on SWMF effectiveness and operation and maintenance (O&M) requirements.

TMDL Mapping

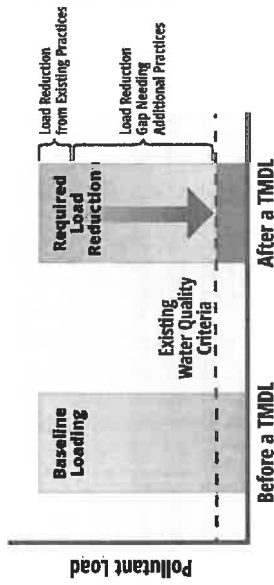
Prepared a custom map of the overall Southern Rivers Watershed to view open areas that may be used to improve water quality.

Mill Dam Creek Stream Restoration Inspection

Evaluated the Mill Dam Creek Restoration Project based on the inspection form included in the O&M manual developed for the project. Each feature was evaluated, recorded, and photographed. Inspection also included evaluation of Filterra system in the Lynnhaven Park parking lot. Provided recommendations on immediate maintenance needs and recommended managing vegetation and sediment in the long-term.



RELEVANT PROJECTS



MS4 PERMIT SUPPORT AND TMDL PLANNING

Prince George's County, Dept. of the Environment, Stormwater Management Division | Prince George County, MD

SCOPE EXPERIENCE



RELEVANT TASKS

- MS4 Permit support and TMDL planning for large municipality



pollutant sources (e.g., sanitary sewer over flow and illicit discharge data), existing restoration activities (BMPs and programmatic) and previous watershed assessments.

After characterizing the watershed, Tetra Tech creates a methodology to develop the restoration strategies. This methodology includes how to determine the baseline and target loads. Tetra Tech developed pollutant reduction strategies that encompass both environmental site design (ESD), stream restoration, structural BMPs, and public outreach and other programmatic initiatives.

All the restoration plans quantified pollutant reduction strategies in terms such as impervious acres treated, estimated load reductions, and percent public involvement.

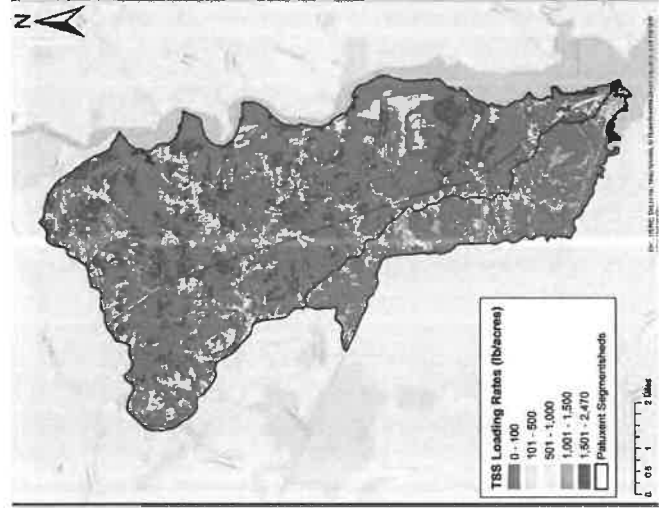
The plans also include information on funding sources, cost estimates, implementation schedule, proposed public outreach activities, and how the public can become involved in the restoration process. Finally, the plan included information on restoration progress tracking through water quality and biological monitoring and an adaptive management approach.

Tetra Tech's restoration projects also include public meeting support, with Tetra Tech conducting and organizing public meetings, including arranging

Since 1992, Tetra Tech has held five back-to-back on-call contracts with Prince George's County for multiservice support to meet requirements associated with their MS4 permit. We have completed more than 250 individual task orders for more than \$15 million of support. Through this effort, Tetra Tech provided technical assistance to help the County with watershed restoration and TMDL implementation planning, while providing blueprints for future restoration efforts throughout the County. This restoration planning has fallen into three main categories: Chesapeake Bay TMDL Watershed Implementation Plan (WIP), local TMDL restoration plans, and other restoration plans.

Tetra Tech developed local TMDL restoration plans for fecal coliform bacteria, nutrients, sediment, biological oxygen demand, and PCBs (polychlorinated biphenyl) for the following watersheds: Anacostia River, Patuxent River (Upper, Middle, and Lower), Rocky Gorge Reservoir, Potomac River, Piscataway Creek, and Mattawoman Creek. In addition, Tetra Tech developed a watershed plan for Western Branch.

For the WIP and all restoration plans, Tetra Tech initially collects and reviews available data for the watershed, including land use, impervious cover, hydrology, climate, soils, water quality monitoring data, biological monitoring data, additional



for publicity, developing meetings materials (including presentations), providing on-site staffing and logistical support, presenting, participating on the question and answer panel, and developing a meeting summary. Tetra Tech also maintains a website for the County with the public meeting information, watershed restoration documents, watershed characterization reports, and TMDL fact sheets, which Tetra Tech developed.

For the 2014 local TMDL restoration plans, Tetra Tech modified the 2013 version of the Watershed Treatment Model (WTM) to calculate the baseline and target loads or traditional ESD practices and stream restoration, in addition to evaluating the benefit of using alternate restoration strategies using land use and impervious cover. The model also incorporated reductions from program initiatives, such as tree planting, street sweeping, and lawn care and pet waste campaigns.

For the 2019 local TMDL restoration plans, the Microsoft Excel Solver Add-in was used to determine the most cost-effective scenarios to meet the load reductions. Solver processes a set of conditions to meet the County's objective: the lowest cost. The main condition was meeting the load reduction targets in every scenario. Other conditions set a range of implementation for ESD practices, outfall stabilization, stream restoration, tree planting, and new wet ponds.

For example, one scenario limited ESD practices to treat runoff from 1 to 150 acres of land. Solver then determined the best value in that range for that scenario. For the 2019 local TMDL restoration plans, the final restoration strategy included eight scenarios of ESD practices, new wet ponds, tree planting, stream restoration, and outfall stabilization, in addition to continued public outreach and education efforts. The scenarios contained different amounts of each BMP type and were presented with the amount of each strategy

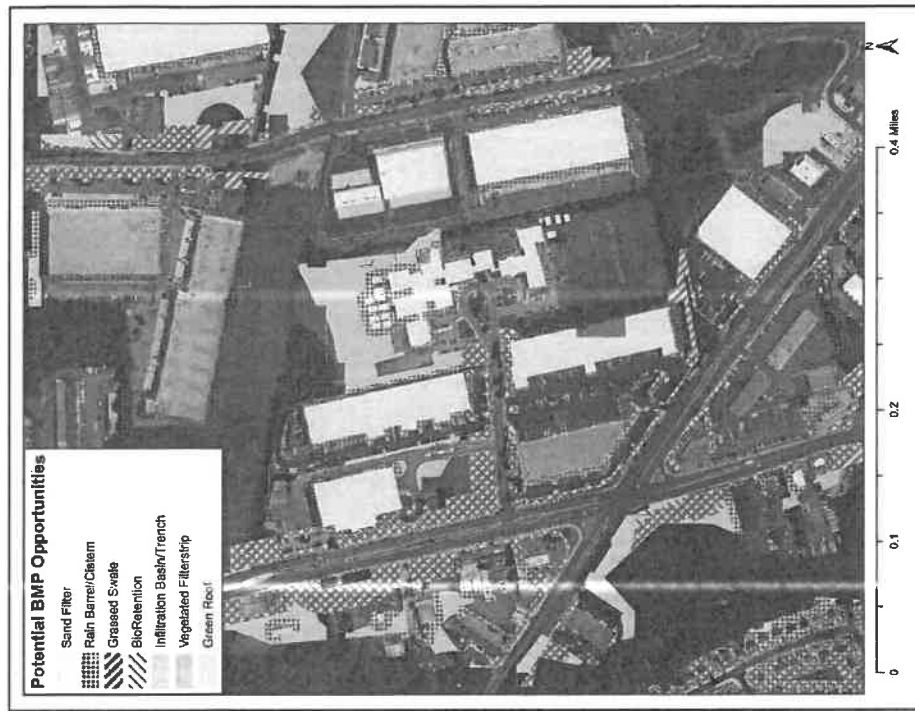
and estimated costs.

For Western Branch and the 2019 local TMDL restoration plans, Tetra Tech calculated baseline and target loads using the most recent land use and impervious cover data, along with nutrient and sediment loading rates from the Chesapeake Bay model.

These loading rates were used to calculate load reductions from BMPs. Unlike the local TMDL restoration plans, Tetra Tech ran SUSTAIN's BMP Siting Tool to identify potential BMP opportunities throughout the Western Branch watershed. The Siting Tool runs in ArcGIS and takes watershed information (e.g., soils, impervious areas) and constraints (e.g., infiltration basins need to be more than 100 feet from building) to identify land where a BMP could be installed. The results were post-processed in ArcGIS to identify those opportunities on municipal land and different properties (e.g., schools, commercial). Tetra Tech used the County's stream corridor assessment data to identify potential stream restoration and outfall stabilization projects.

The restoration plan included four scenarios for the County to choose from. The scenarios contained different amounts of each BMP type and were presented with the amount of each strategy and estimated costs.

The plan also includes a description of how to prioritize BMP locations using land ownership, site access, known issues, and location in the watershed.





The City of Grand Rapids and Tetra Tech have enjoyed a very long-term relationship on a wide range of stormwater management engineering services. Tetra Tech's current staff has been assisting the City on water resource related projects since 1990. Work performed over the last three decades has involved a wide range of topics such as policies, procedures, standards, guidance, regulatory compliance, funding, planning, studies, monitoring, modeling, design, construction, site plan review, training, and public outreach. This extensive work has involved both water quantity and quality issues within the municipal stormwater collection system, the natural waterbodies, and on private property.

The City is 45-square-miles in size and has more than 500 miles of stormwater conveyance infrastructure, including both storm sewers and channels, which discharge to the Grand River or one of its tributaries.

Policies, Procedures, Guidance and Regulatory Compliance

Stormwater Technical Reference Manual

In 1994 Tetra Tech prepared a stormwater technical reference manual for the City. The manual was updated in 2013 to focus on new design standards to meet water quality treatment,

MS4/STORMWATER MASTER PLANNING, REGULATIONS, AND DESIGN

City of Grand Rapids | Grand Rapids, MI

channel protection and flood control; updated precipitation records, new hydrologic calculation methods, as well as the use and application of green infrastructure practices for stormwater management. A set of standard construction details for GI practices was also prepared.

Climate Resiliency

Tetra Tech has worked directly with the U.S. Environmental Protection Agency (EPA) Office of Water on many projects. For one project exploring the linkages between community resiliency and GI, Tetra Tech organized a charrette in the City with community officials and local stakeholders with future rainfall predictions (intensity-duration-frequency curves for mid-century and end of century conditions).

NPDES MS4 Permit

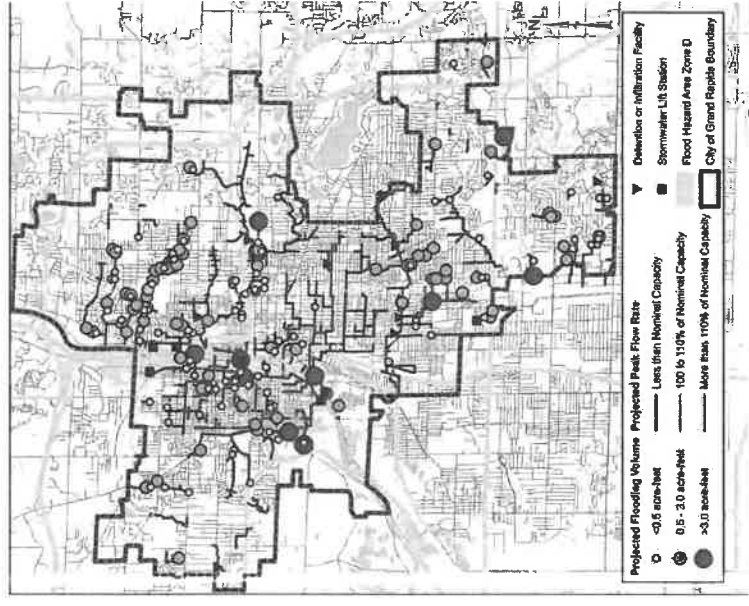
Tetra Tech worked with the city as a Phase I community to prepare Part 1 and 2 of their NPDES MS4 permit. This work involved reviewing the City's legal authority to control stormwater discharges and preparing and adopting new ordinances needed under the regulations.

SCOPE EXPERIENCE



RELEVANT TASKS

- MS4 Permit Compliance Services
- TMDL Implementation
- Post-Construction Stormwater Management



Plans and Studies

Stormwater Master Plan

Tetra Tech developed the City's first ever stormwater master plan in the early 1990s prepared an update to the plan in 2013, and worked on a second update and integrating the information into the City's comprehensive master plan.

Stormwater Asset Management and Capital Improvement Plan

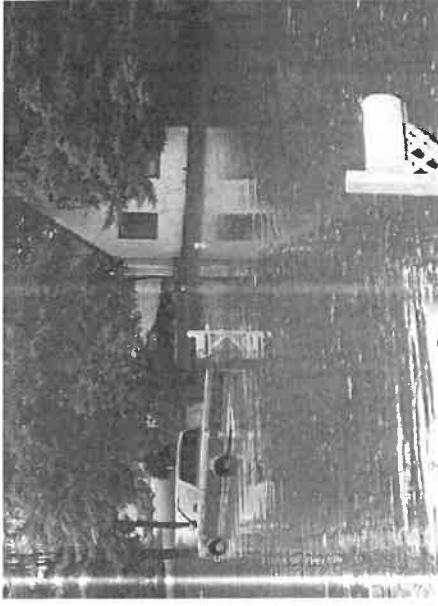
Tetra Tech developed a 20-year citywide asset management plan for the public stormwater infrastructure system. With over 482 miles of storm sewers and service laterals; 111 miles of open channels and ditches; 27,000 manholes and catch-basins; and 11 pump stations, the current value of the stormwater drainage system is estimated at \$523 million. The complete stormwater system was included in an asset management toolset linked to the City's GIS and Cityworks® system.

Stormwater Collection System Modeling

Tetra Tech developed and calibrated a SWMM model of the stormwater collection system. The model primarily includes approximately 117 miles of 30-inch diameter and larger pipe network, open channel sections, and critical pumping and storage facilities. Model calibration was completed using a combination of automated optimization software (iPOP) and manual methods. Almost 650,000 model simulations were performed to calibrate the model. Capacity analysis included identifying system bottlenecks using a 10-year, 24-hour design storm and flooding frequency analysis for a long-term simulation with 53 years of rainfall records.

TMDL Implementation Plan

A TMDL Implementation Plan was developed laying out an action plan to identify and remove pollutant sources to meet permit requirements. Exceedances of bacteria criteria were observed throughout the recreation season (May to October). Monitoring data suggested that bacteria was entering the river with runoff from the urban area causing the water quality exceedances. Implementing bacteria source controls was recommended first, and secondarily for structural controls.



RELEVANT PROJECTS



GREEN STORMWATER INFRASTRUCTURE PROGRAM MANAGEMENT

*Detroit Water and Sewerage Department |
Detroit, MI*

In 2010, Detroit Water and Sewerage Department (DWSD) and the Michigan Department of Environmental Quality (MDEQ) negotiated a Gl program to assist in reducing combined sewer overflows to the Rouge River. This program would replace the then proposed Upper Rouge Tunnel (URT). The Gl program is part of DWSD's NPDES permit and includes a requirement to invest \$15 million in Gl over the period of 2013-2017 and a performance expectation of 2.8 million gallons of stormwater removed from the combined sewer system during a 2-year, 24-hour storm event.

Tetra Tech has been working with DWSD since February 2014 to implement their Gl program and its NPDES permit requirements. The primary purpose of the program is the reduction of combined sewage flows through stormwater management. The project is being coordinated with DWSD, the City of Detroit, and a wide variety of other institutional partners. Activities that are being performed by Tetra Tech and our subconsultants under this contract include the following:

Program Management

Tetra Tech provides program management for DWSD's Gl program, including project planning, standards development, coordination with agencies and entities, code and ordinance review, and drainage charge credit system.

Tetra Tech also manages the design and construction of the GSI projects that are implemented.

Policy Development and Update

Tetra Tech reviewed the City's municipal code and made a variety of recommendations regarding Gl requirements and incentives. Using an internal city technical advisory committee and extensive external stakeholder involvement, Tetra Tech has developed a new post-construction stormwater management ordinance and is updating the code in numerous other places to remove barriers and incentivize Gl. An aspect of the post construction stormwater ordinance is a mechanism to allow alternative compliance by implementing stormwater management in other locations that may both aid the developer in the financial viability of their project and aid DWSD in the control of stormwater to those CSO discharges that are not yet controlled.

Standards and Manual Development

To supplement the ordinance, a series of policy and design manuals are being prepared along with associated checklists, standards, specifications, and details.

These design guidance materials are specifically geared at the conditions present in the City of Detroit, considering a primary goal of volume control (including both retention and detention)

SCOPE EXPERIENCE



RELEVANT TASKS

- MS4 Permit support and TMDL planning for large municipality



that will reduce the potential for combined sewer overflows. This contrasts with many GSI manuals that are primarily focused on water quality aspects versus volume reduction. The information is being developed for both parcels and public (right-of-way) projects.

Drainage Charge

Tetra Tech is supporting the City's drainage charge update in the following aspects: policy development, impervious cover analysis, property characterizations, data review and updates, drainage charge credit system development and outreach. The drainage charge is a critical component of DWSD's revenue stream, funding the entirety of the CSO control program capital and operations and the treatment of wet weather flow at the WWTP.

Plan Development

Tetra Tech completed the DWSD Gl Plan (update) in August 2014. The plan considers requirements of the NPDES Permit and will lead to the reduction of storm

water inputs into the DWSD combined sewer system, aiding in the reduction of CSO discharges. The plan establishes a balanced suite of activities that consider long-term and short-term objectives, balancing institutional structures with project implementation. GI project types identified in the plan include GI on public properties of various types, land assembly and large-scale greening, right-of-way bioretention and curb extensions, street runoff diversion onto parcels and community enhancement projects with parcel and roadway bioretention and impervious area removal. A significant emphasis is on institutional structures that will result in more GSI through private property actions.

GSI Geographic Prioritization

In 2016, Tetra Tech updated the prioritization analysis for placement of GSI to specifically address the following criteria: CSO overflow volume reduction (defining what percentage of stormwater runoff converts to CSO discharge); CSO gray infrastructure cost avoided (based on actual defined gray projects and distribution of those costs over the tributary area); areas with severe basement backup; and neighborhoods where GSI interventions could help with stability. This effectively allowed for geographic prioritization based on triple bottom criteria. The result prioritized rankings at a subcatchment level comparable in size to census blocks.

Opportunity Assessment

This effort involves identifying locations where innovative GI practices could be implemented to reduce CSO discharges, evaluating the locations relative to the projects' ability to impact the combined sewer system, be cost-effective, and provide additional community benefits among other metrics.

Project Implementation

Dependent on project type and lead agency, some components of the GI program are being implemented as a design-build effort. Tetra Tech is supporting coordination with institutional partners and agencies for implementation of those projects. In addition, a number of foundations and other entities are investing in such community green infrastructure. Facilitating strategic investments is part of this effort. Specific examples of implementation projects include downspout disconnections (residential and non-residential buildings), public facilities flow management, park flow management, demolitions and removal of structures on vacant properties, tree planting, and transportation corridor flow management. Design of these projects requires coordination with multiple agencies, departments and stakeholders throughout the City. Tetra Tech provides design services and assistance in coordinating cross-department goals.

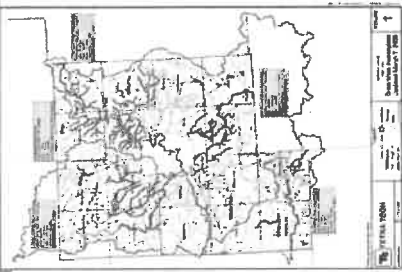
Communication and Outreach

Successful implementation and effective maintenance of GI requires sustained communication. Tetra Tech led the efforts on behalf of DWSD to communicate, coordinate, and collaborate with key partners on both public and private property. Tetra Tech develops and implements project-level outreach strategies, tailored to the goals of the GI project and the characteristics of the stakeholders. Outreach elements include project fact sheets, community meetings, presentation materials, stakeholder mailers, DWSD website updates, media events, and coordination with community leaders and organizations prior to, during, and after each project. Tetra Tech worked on behalf of DWSD to contribute to the development of a citywide GI outreach strategy and branding approach in collaboration with other citywide GI partners to promote unified GI messages throughout Detroit.

Performance Assessment

Performance assessments include a broad array of issues such as GI practice sustainability, community acceptance, comprehensive flow monitoring to determine the change in hydrologic characteristics and plant and vegetation health and growth (for practices with vegetation), accumulation of sediment, accumulation of trash and debris, and soil characteristics. Lessons learned through the assessment process are then incorporated into revisions to the program as part of an adaptive management approach to the GI program. Tetra Tech is collaborating with the University of Michigan on a research project that addresses social impact of GSI implementation and approaches to maximize social benefits.

RELEVANT PROJECTS

**MS4****PERMIT COMPLIANCE**

Genesee County Drain Commissioner's Office | Genesee, MI

SCOPE EXPERIENCE**RELEVANT TASKS**

- IDDE, Post-Construction, Good Housekeeping, and Reporting Services for Phase II MS4 municipality

Tetra Tech began working with Genesee County, its communities, the Genesee County Drain Commission, and the Road Commission on the NPDES MS4 permits in 2001 and continues to this day. As part of the project, we worked with the 33 communities to develop and apply for the permits in 2002 using a watershed approach. Five major watershed planning areas were delineated within the county and each of the major watersheds was divided into a total of 30-sub watershed planning areas. Community officials, stakeholders, and the general public were engaged throughout the process and were consulted in developing the goals, desires, and concerns in the watershed. We prepared a detailed action plan to meet the goals and measurables developed to track progress over time. The team also formulated a plan to ensure sustainability. Watershed management plans were prepared for each of the major five watersheds.

Over the years, we have assisted the County and communities with all aspects of the MS4 permit, such as public education and participation, planning, development, implementation and assessment; illicit discharge detection and elimination (IDDE) training, tracking and fieldwork; good housekeeping training and tracking; recommended policy and procedure changes for post construction stormwater control measures; reporting; and permit negotiations.

Where possible, we helped secure outside funding for the program, for example, through a \$209,000 Clean Michigan Initiative grant to initiate the illicit discharge program.

Tetra Tech has led Genesee County's IDDE program since 2004 (also known as Illicit Discharge and Elimination Program [IDEP] in Michigan). We have evaluated over 500 drain miles and more than 8,000 screenings. Investigations include: identifying locations of the outfalls and drains to be investigated; conducting initial screenings during dry weather conditions; recording visual and olfactory observations; collecting water samples for chemical and biological analysis; tracking the source of potential illicit discharges upstream; dye testing; televising if necessary; and storing and tracking all the data in a web-based database. Genesee County selects approximately 20% of its system to evaluate for illicit connections each year.

Recently, we have helped with education activities focusing on BMP and IDDE training, updating graphics, messaging and the communication approach, developing new education content, and offering some workshops to local consultants. In addition, we review ongoing water quality monitoring programs looking for changes and trends in the data. We conduct internal audits of municipal facilities to proactively assist the communities with meeting permit requirements and use these internal audits as an informative training opportunity.

Each year we prioritize and conduct illicit discharge field investigations for approximately 250 to 300 outfalls. We attend and help at sub-committee meetings and provide general strategic planning, administrative, and as-needed assistance.





Stormwater Compliance Assistance Toolkit For Small Construction Operators

MS4 PHASE II PROGRAM SUPPORT

Minnesota Pollution Control Agency | Statewide, MN

Tetra Tech developed two technical guidance manuals as part of a statewide toolkit to assist the Minnesota Pollution Control Agency in implementing stormwater requirements at small construction sites. The first guidance explained the stormwater regulatory requirements to small construction operators, while the second guidance explained the construction site inspection process to delegated state inspectors.

The Stormwater Compliance Assistance Toolkit for Small Construction Operators is a 44-page guide that explains the MPCA construction stormwater permit, how to develop a stormwater pollution prevention plan (SWPPP), how to select BMP, and how to comply with the permit. In addition, Tetra Tech developed a construction SWPPP template that was included as an appendix.

The Stormwater Construction Inspection Guide is a 32-page document targeted to MPCA construction inspection staff and delegated inspectors. The guide explains how to conduct a construction site inspection, including required preparation before the inspection, entry procedures, records review procedures, site inspection techniques, and exit interview tips.

The guide also provides tips on what inspectors should look for when inspecting common BMPs.

Finally, the guide includes information on enforcement and an example photo log page. Tetra Tech also developed a companion Stormwater Construction Inspector's Field Guide with the critical information needed during a field inspection formatted into a pocket guide.

During 2017 – 2019, Tetra Tech also updated various construction-related chapters of the Minnesota Stormwater Manual, including sections on site stabilization, perimeter control, working in/near surface waters, pit dewatering, chemical treatment, sediment filtration, buffer zones, temporary stream crossings, and BMP removal. Revised sections addressed Construction General Permit relevance and applicability, siting/sizing/design requirements, engineering details, operation/maintenance, cost, and other aspects of each BMP, posted at: https://stormwater.pca.state.mn.us/index.php?title=Construction_stormwater_program

SCOPE EXPERIENCE



RELEVANT TASKS

- Expertise with state level perspectives on MS4 program requirements

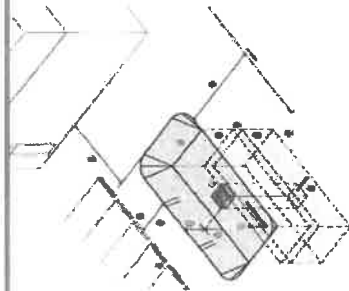


Attachment A: Construction SWPPP Template

Stormwater Pollution Prevention Plan (SWPPP) Template to comply with the General Stormwater Permit for Construction Activity (MN 8100001)

APPROPRIATE before installing the SWPPP, you must read and understand the permit conditions and the requirements of the Minnesota Pollution Control Agency (MPCA) website from MPCA at www.pca.state.mn.us/permit/8100001. An overview of the permit is available from MPCA at www.pca.state.mn.us/permit/8100001. This SWPPP Template is only for informational purposes and is not to be used for the permit.

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STORMWATER DESIGN MANUAL

City of Dublin | Dublin, OH

The City of Dublin hired Tetra Tech to revise their Stormwater Design Manual to address the new Bridge Street Corridor form-based development code. The manual provided guidance and policies on effective and preferred stormwater management approaches within the Bridge Street Corridor. This includes managing stormwater runoff from site development, streets and streetscapes (including planned new streets), and open spaces.

The following highlights exemplify this project:

The new Bridge Street Corridor form-based code was reviewed for its freedom in facilitating stormwater BMPs.

Stormwater BMP guidance summaries were developed consisting of a concise table of design requirements and calculations for each stormwater BMP.

Accompanying each stormwater BMP guidance table is an isometric diagram of the BMP. Please refer to the image above. The diagram correlates major design elements with the elements from the guidance table. The primary advantage of using an isometric rather than a two-dimensional drawing is that it can show BMP setback distances from buildings, pavement, and property lines.

A chapter of the manual is dedicated to correlating the form-based code with applicable stormwater BMPs. For example, the form-based code dictates specific requirements for a building type, such as an apartment building, including setbacks, required building zones, roof pitch, and location of parking. The manual interprets this code and indicates which BMPs are appropriate for an apartment building and also the suitable BMP placement. In addition to building type, stormwater BMPs are correlated with street types, neighborhood standards, open space types, and site development standards.

A section of the manual addresses managing stormwater cooperatively with other site developments. This section covers cooperative design criteria, shared stormwater system agreements, and long-term operation and maintenance considerations.

SCOPE EXPERIENCE



RELEVANT TASKS

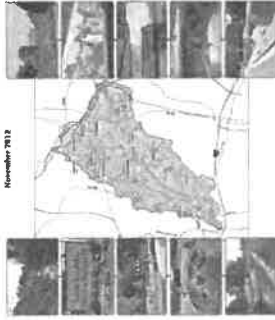
- Stormwater design standards for form-based code/redevelopment



Chapter 5: Stormwater Control Measures

Traditional Stormwater Management	Location	Notes
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Durham Third Fork Creek Watershed Management Plan



THIRD FORK CREEK WATERSHED PLAN AND GENERAL PROGRAM SUPPORT

City of Durham | Durham, NC

Tetra Tech prepared a Watershed Management Plan for Third Fork Creek for the City of Durham's Stormwater Services Division and developed a comprehensive implementation strategy for restoring watershed function and protecting the downstream public water supply in Jordan Reservoir. Tetra Tech also provided support for Stormwater Program enhancement.

Tasks involved data compilation and analysis, stakeholder interviews, field surveys to assess condition and identify management opportunities, and setting of goals and objectives for the City's broader watershed approach and specific to the Third Fork Creek watershed.

Tetra Tech developed a continuous hydrodynamic watershed model (SWMM) to help assess water quantity and quality management needs, predict future conditions, and evaluate the effectiveness of alternative management options. Model development included working with the City to refine existing GIS-based land use and land cover (LULC) data and to generate future LULC for model application. Existing stormwater BMPs were identified and incorporated with the SWMM model.

Tetra Tech helped the City prioritize stormwater retrofits and stream restoration opportunities using a variety of criteria including cost-effectiveness.

Conceptual engineering designs were developed for several selected upland stormwater BMP and instream restoration sites. Tetra Tech also identified and prioritized critical lands for protection/preservation and helped to update the City's Riparian Management Manual, including specifics on invasive species for the Third Fork Creek watershed.

In addition to tasks specific to the Third Fork Creek Watershed, Tetra Tech provided a number of services that pertain to citywide programs: Local stormwater codes, ordinances, policies and procedures have been reviewed for refinement needs. Similarly, BMP maintenance standards, protocols and policies were reviewed for potential refinement. Throughout the project, Tetra Tech facilitated coordination with a team of City staff from programs needing to integrate efforts.

SCOPE EXPERIENCE



RELEVANT TASKS

- Watershed and TMDL planning expertise



Results from the watershed characterization, goals development, prioritization analyses, strategy development, pilot project preliminary designs, and implementation studies were compiled into a three-volume master watershed management plan set of documents for the City.



SECTION 319 (H) WATERSHED-BASED PLAN, WOLF RUN WATERSHED

Lexington-Fayette Urban County Government | Lexington, KY

Tetra Tech team member, Third Rock embraces a watershed-scale approach to restoring our waters

to swimmable, fishable resources. Third Rock engineers, aquatic ecologists, wetland scientists, and data analysts combine to provide a level of excellence unique and unparalleled in this region. Third Rock experienced staff has years of collective expertise in the areas of watershed planning, watershed-scale water quality monitoring, and design and implementation of best management practices. That expertise was invaluable in the development of the Wolf Run and Cane Run Watershed-Based Plans (WBP) for the Lexington-Fayette Urban County Government (LFUCG) and Kentucky Division of Water (KDOW), respectively.

The **Wolf Run Watershed** is Lexington's most highly urbanized watershed with about 40% of the surface covered with impervious material. The 13.5 miles of perennial streams and tributaries in the watershed drain an area of 10.18 square miles. The watershed has significant karst development including Preston's Cave, McConnell Springs, and Kenton Blue Hole among other features which complicates the hydrology by redirecting

groundwater from the adjacent basins. Wolf Run Creek is listed as impaired on the 303(d) list for non-support of primary and secondary contact recreation and partial support of warm water aquatic habitat with cause including fecal coliform, nutrient / eutrophication biological indicators, and specific conductance from a number of suspected sources.

Third Rock was contracted in 2010 by LFUCG to develop the Wolf Run WBP with the goal of identifying the sources of pollution and the remediation efforts necessary to return the stream to its designated uses. The Wolf Run

Watershed Council was also formed in December 2010 to receive input from the community on citizen desired goals and objectives for the watershed, to provide local knowledge on specific issues within the watershed, and to provide review and feedback on the WBP progress. All available data was compiled and reviewed by Third Rock to evaluate the additional data necessary to complete the WBP and implement its collection. To that end, Third Rock worked with the Friends of Wolf Run to conduct supplemental biological and water quality monitoring, and geomorphic and habitat assessment, over a 12-month period.

Biological monitoring results indicated that the aquatic macroinvertebrate community ranged from "poor" to "very poor."

SCOPE EXPERIENCE



RELEVANT TASKS

- Watershed planning in Kentucky



Water quality monitoring results indicated nitrogen, phosphorus, dissolved oxygen, ammonia, specific conductance, suspended solids, and E. coli each exceed benchmarks for one or more events. A watershed-wide specific conductance survey (373 measurements in 8 days) indicated the highest concentrations were in the headwaters of Wolf Run, Vaughn's Branch, and the Big Elm Tributary. Geomorphic assessment indicated the streams are generally over-widened and entrenched with significant channel alteration, bank armoring and bedrock substrate on many reaches. And habitat assessed at 33 reaches resulted in only 2 of the 33 reaches achieving a "fair" narrative criteria and all others rating "poor."

Based on these results, the Wolf Run Watershed Council devised general goals and objectives for the watershed and recommended the types of Best Management Practices and locations for implementation.

Further, an Outreach Campaign Subcommittee was organized to develop an education and outreach plan for the watershed and a Water Quality BMP

Technical Subcommittee was organized to review the Council recommendations and develop an implementation strategy with prioritized projects.

In January 2013, a comprehensive implementation plan was developed based on these efforts and presented for public comment. The plan identifies 138 BMP project opportunities in the watershed, 62 high priority, 32 medium priority, and 44 low priority projects.

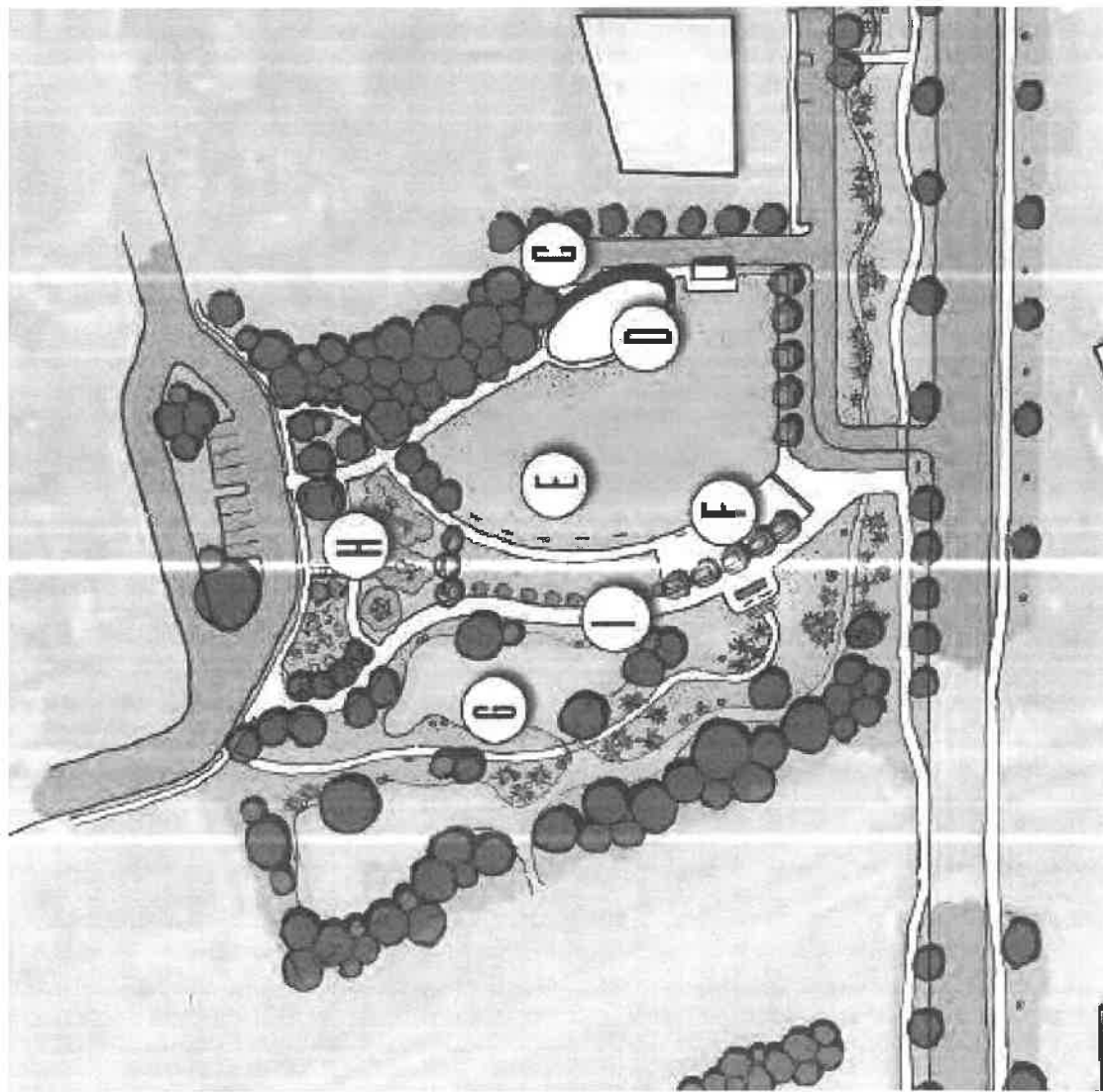
Additional stream and habitat improvement opportunities include 3.5 miles of stream restoration, 5.6 miles of riparian buffer restoration, and approximately 850 feet of bank stabilization. Wetland creation or expansion is proposed for approximately 20 acres and enhancements are proposed at two springs.

Beginning in 2016, Third Rock worked collaboratively with Banks Engineering and LFUCG to evaluate structural and street flooding within Lexington's Wolf Run Watershed and developed improvement projects to address flooding and improve water quality that are reasonable and cost-effective. Projects included in the Wolf Run WBP BMP Implementation Plan were prioritized.

One such project involved the construction of stormwater and GI in Lexington's WGPL neighborhood where stormwater is routed to a LFUCG-owned green space, locally called Pensacola Park, adjacent to Wolf Run.

Third Rock sited and designed two bioswales and a bioretention area within the park to receive and treat stormwater runoff, while keeping with existing master plan for the area. Because of its location, both in terms of its accessibility and visibility, the GI projects provide a unique opportunity to educate the public regarding the function of bioswales and bioretention areas and the treatment of stormwater runoff.

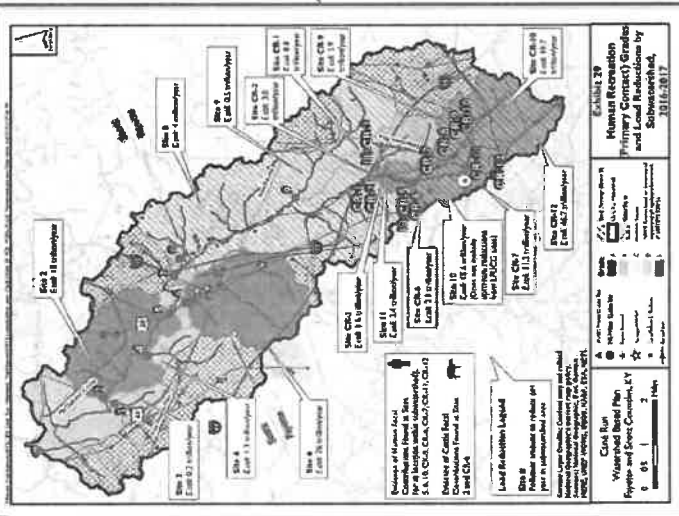
Third Rock designed the GI features with a paved access trail and room to accommodate future recreational amenities to enhance the experience of users of Pensacola Park.



Pensacola Park / Southland Drive Master Plan Location of Green Infrastructure

RELEVANT PROJECTS

SECTION 319 (H) WATERSHED-BASED PLAN, CANE RUN WATERSHED *Kentucky Division of Water | Lexington, KY*



In subsequent years, additional segments and causes were listed, including impairment to warm water aquatic habitat (WAH) due to sediment, and recreational uses due to pathogens, nutrients/eutrophication, and organic enrichment (sewage) by 2002. The entire main stem (17.4 miles) of Cane Run was listed for at least one type of impairment by 2002.

To evaluate the water quality within the Cane Run watershed, historic monitoring data was compiled and analyzed to characterize the condition of the aquatic life, habitat, and water quality in the watershed. Generators of historic surface water quality data for the watershed within Cane Run include LFUCG, the City of Georgetown, University of Kentucky Environmental Research and Training Laboratory (UK ERTL), KWRRI, University of Kentucky College of Agriculture's Biosystems and Agricultural Engineering Department (UK BAE), KDOW, and Kentucky River Watershed Watch (KRWV). These studies were conducted at various locations throughout the watershed over multiple years and for different parameters.

Much of the historic data was collected in 2008-2009 or prior and was therefore dated and monitoring gaps in Scott County and the urban headwaters of Lexington needed to be fulfilled for the WBP to be comprehensive.

Tetra Tech team member, Third Rock was contracted by the KDOW in 2016 to develop the Cane Run WBP, supplementing the University of Kentucky's 2011 WBP with monitoring and analysis sufficient to evaluate previously undocumented urban sources. Cane Run Watershed is in north central Lexington, Fayette County, and southwestern Scott County, Kentucky. The headwaters of Cane Run originate in central Fayette County and flow north into Scott County. Once Cane Run crosses into Scott County it flows northwest to its confluence with North Elkhorn Creek just west of the City of Georgetown. Cane Run was first listed as impaired for aquatic life in the 1998 303(d) list of Kentucky impaired waters, with river mile 10.0 to 17.4 listed for organic enrichment biological indicators and pathogens (fecal coliform).

SCOPE EXPERIENCE



RELEVANT TASKS

- Watershed planning in Kentucky



To address those needs, Third Rock developed and implemented two supplemental monitoring plans under Third Rock's approved quality assurance project plan (QAPP; Third Rock, 2016a). All WBP supplemental monitoring was performed by Third Rock staff.

Water quality monitoring included sampling at 11 additional sites for 12 events between June 2016 and May 2017 and microbial source tracking using quantitative polymerase chain reaction for DNA markers of human and ruminant fecal contributions at select sites to elucidate bacterial pollution sources.

Additionally, biological monitoring consisting of macroinvertebrate sampling and habitat assessment was conducted at eight locations, and a severe erosion survey of streams was conducted to identify high priority areas for implementation of bank stabilization or stream restoration BMPs.

In addition to extensive data compilation and analysis, public meetings, technical advisory meetings, small group meetings, urban outreach activities, and other efforts contributed to development of the WBP. Goals identified during the watershed planning process included the following:

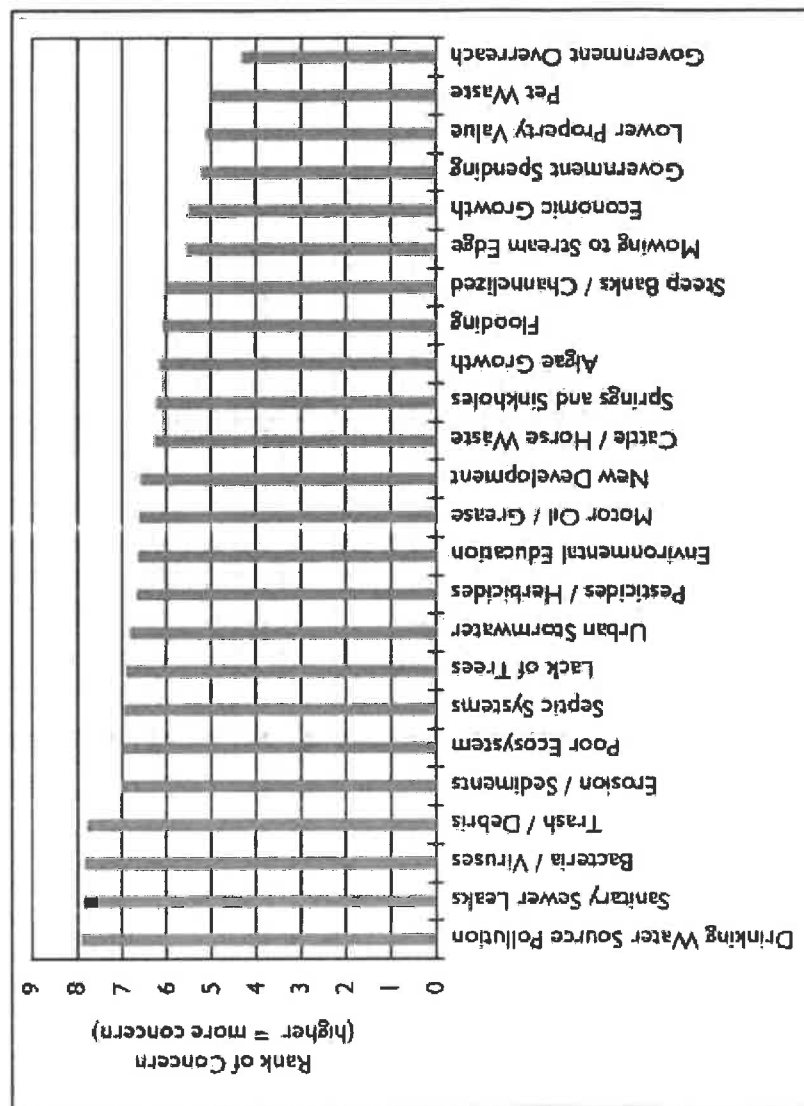
1. Decrease bacterial levels to allow for safe recreational use
2. Reduce nutrient concentrations (nitrogen and phosphorus) to healthy levels
3. Improve the stream and riparian habitat to support a healthy aquatic ecosystem, including stream restoration/stabilization to reduce bank erosion
4. Decrease velocity and volume of stormwater to Cane Run and tributaries in developed areas
5. Remove trash from waterways and riparian zones
6. Educate the community on the importance of water resources and how they can help improve water quality

The watershed goals and objectives were used as a framework to identify and prioritize BMP projects and opportunities necessary to restore the designated uses to the watershed's streams and achieve the plan goals and objectives. A BMP Implementation Plan was incorporated to guide watershed remediation efforts and represent the type and scope of projects that will be required to meet watershed goals. Each BMP was prioritized as high, medium, or low.

High priority BMPs include areas or audiences which are considered necessary to achieve watershed goals, are believed to provide the greatest benefit to the watershed, and which have stakeholder cooperation and support, and may have secured funding as well.

Medium priority BMPs typically target areas or audiences where BMPs are needed, but it is unknown if stakeholders are willing to pursue implementation. Low priority BMPs would be beneficial in improving conditions in the watershed but are in areas where pollutant loading reductions are not required or the implementation is less feasible /effective.

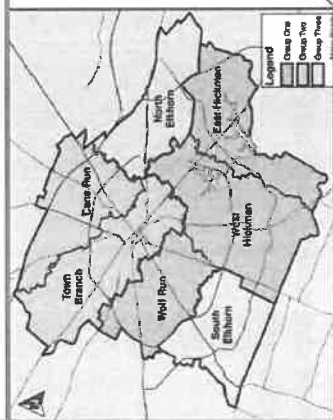
The WBP was finalized in June 2019 and approved by EPA later that year. BMPs are currently in various stages of implementation, with ongoing projects in both Fayette and Scott Counties administered by LFUCG and the Georgetown Municipal Water and Sewer Service (GMWSS).



Ranking of Water Quality Concerns in the Cane Run Watershed

**ENVIRONMENTAL ANALYSIS,
DESIGN, AND PERMITTING
SANITARY SEWER CAPITAL PROJECTS**
Lexington-Fayette Urban County Government | Lexington, KY

Lexington-Fayette Urban County Government | Lexington, KY



SCOPE EXPERIENCE



RELEVANT TASKS

- **Design standards to minimize impacts to streams**



Accurate characterization and quantification of impacts is the crucial first step. When impacts are identified during the initial stages of project design, water resources can be avoided and disturbance minimized which simplifies permitting and minimizes mitigation requirements.

For example, Third Rock was retained by HDR to support the design and construction of the West Hickman 7 Wet Weather Storage Facilities Improvements Project (WH7WWS Facilities), RMP Project No. WH-1. LFUCG's Group 1 RMP calls for the construction of WH7WWS improvements including a wet weather storage (WWS) tank and pump station which would provide five million gallons (MG) of additional system storage for excess wet weather flow. Third Rock ecologists and geologists assessed a proposed disturbance area of 6.6 acres in size, 3.4 acres for the pump station and 3.2 acres for the storage tank.

design consultants to prevent degrading stream and ecological function during RMP infrastructure installation. Subsequently LFUCG requested supplemental site-specific stream crossing locations, infrastructure constraints (stream), and horizontal layout recommendations for RMP projects in three watersheds.

Between 2016 and 2020, Third Rock worked closely with Tetra Tech and other design consultants under contract with LFUCG to deliver 11 additional RMP bid packages. Consultants included GRW Engineers, Inc., HDR Engineering, Inc., Strand Associates, Vision Engineering, and Kentucky Engineering Group. Tasks including environmental analysis and planning sufficient to inform

preliminary design and secure USACE authorization for impacts to jurisdictional resources. The compilation of Third Rock's involvement in LFUCG's RMP program is illustrated on the following page.

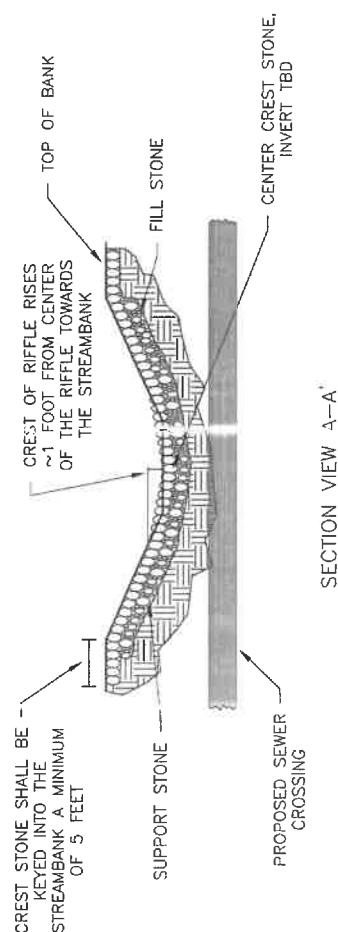
Work involved close coordination with LFUG's consultant to allow for the avoidance of impacts to jurisdictional water resources, threatened and endangered species habitat, and hazardous soils and/or groundwater whenever practical. With respect to potential impacts to water resources specifically, early coordination with regulatory agencies minimizes the time and expense involved in acquiring permits.

The LFUCG Consent Decree (CD) requires LFUCG to eliminate recurring sanitary sewer overflows (SSOs) and unpermitted bypasses at wastewater treatment plants within 11 to 13 years of its effective date (2011). In response, LFUCG's Sanitary Sewer System and WWTP Remedial Measures Plan (RMP) was developed by Hazen and Sawyer. The RMP documents LFUCG's implementation approach and capital cost estimates organized by major sewersheds within the LFUCG service area. Proposed improvements are divided into distinct projects, and each project is prioritized based on frequency and severity of SSOs and potential health risks to the public while considering necessary "predecessor" projects.

Between 2011 and 2015, Third Rock acted as a subconsultant to Hazen to assess potential environmental impacts, including those to jurisdictional water resources, associated with early RMP projects. Initial task orders included Phase I and II Environmental Site Assessment and water resource assessment associated with 15 RMP projects in the Town Branch, Cane Run, East Hickman, West Hickman, and Wolf Run sewersheds.

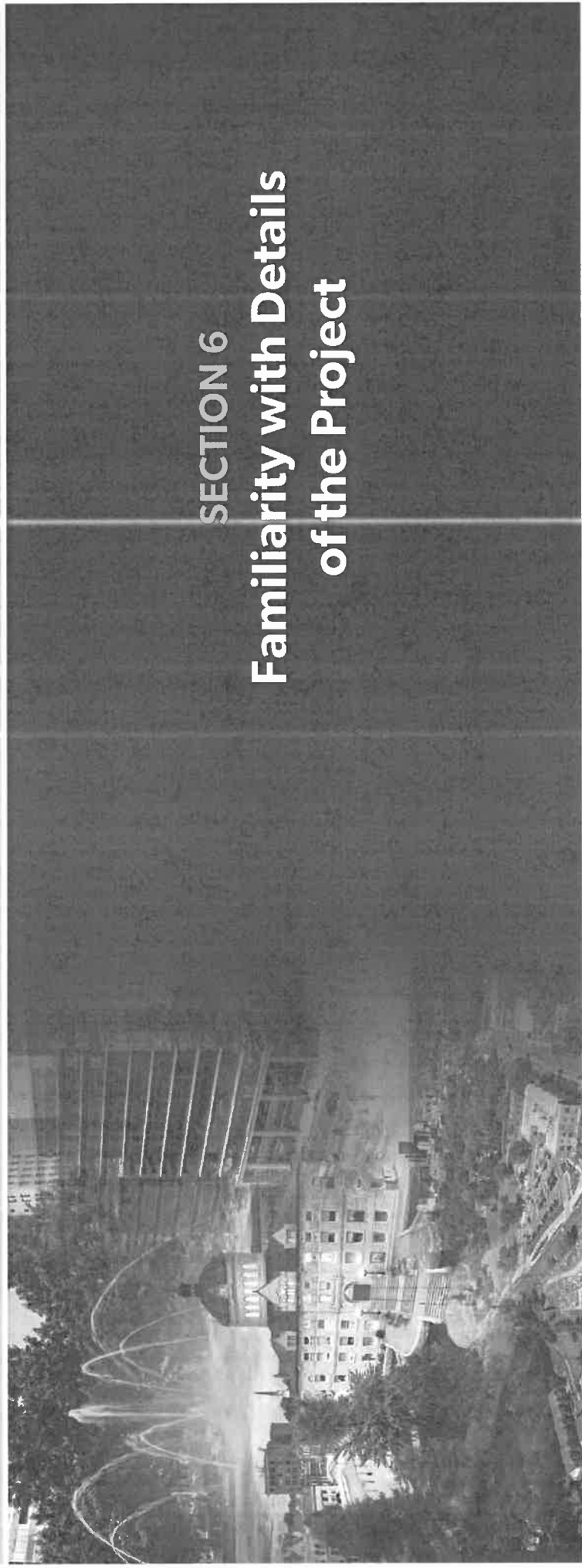
Third Rock engineers were also tasked with the development of typical stream restoration details, technical specifications, and supporting guidance documents for future use by LFUCG

One intermittent and one perennial stream were identified within the survey area including approximately 697 feet of West Hickman Creek is located within the pump station property. This reach of West Hickman Creek flows into the property from the northeast, through a sharp bend westward, and then into Lexington Reservoir No. 3 off property. Both the unnamed tributary and West Hickman Creek flow directly into other tributaries that ultimately reach navigable waters; therefore, they met the definition of "Waters of the United States," and as such were subject to USACE jurisdiction. HDR was informed that unavoidable impacts to West Hickman Creek would require a 404 Nationwide Permit (#3 - Maintenance or #12 - Utility Lines) issued by the USACE, and 401 Permit to Construct Along a Stream issued by the Kentucky Division of Water (KDOW).



KEY IMPLEMENTATION PLAN - SSO ABATEMENT PROJECTS

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SECTION 6

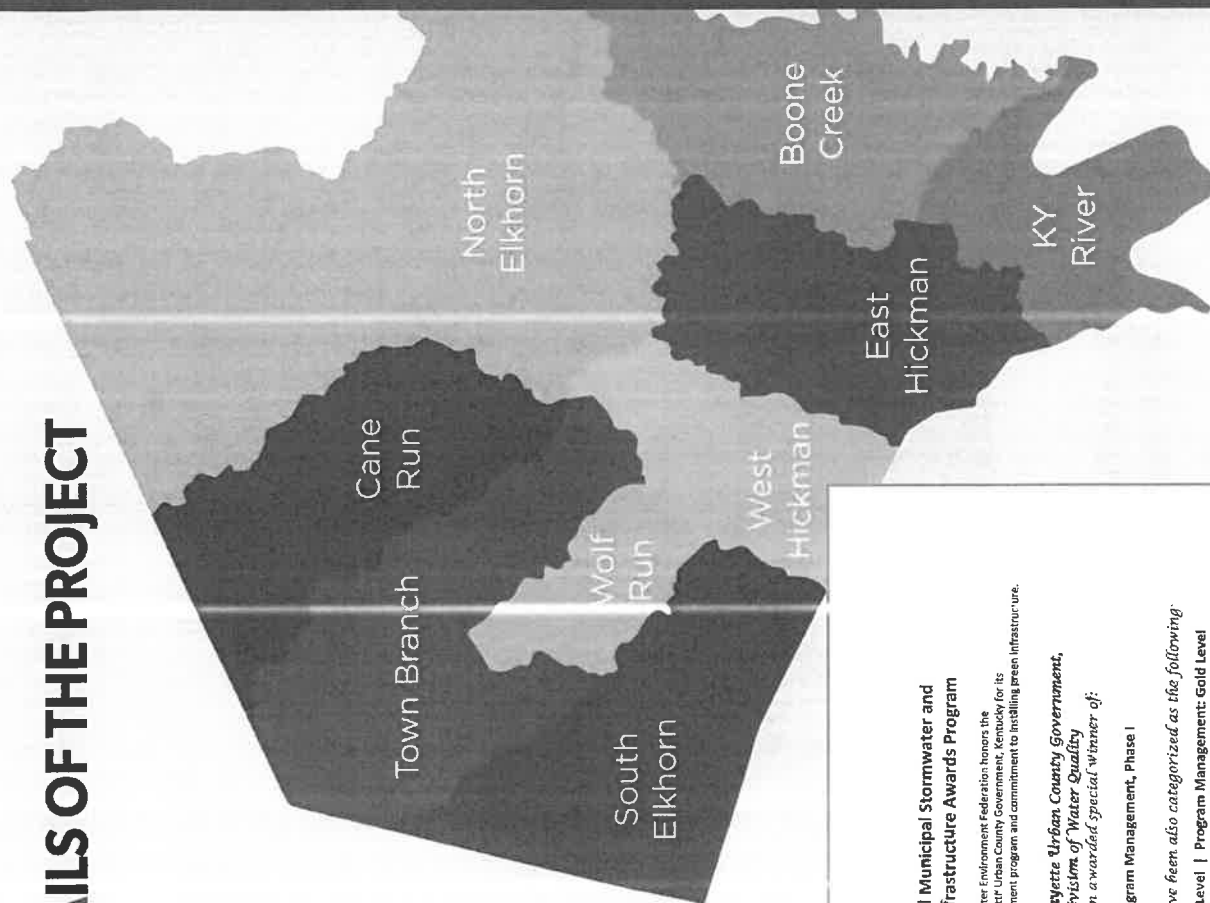
Familiarity with Details of the Project

SECTION 6. FAMILIARITY WITH THE DETAILS OF THE PROJECT

APPROACH TO SCOPE OF SERVICES

Our team has been involved with LFUCG's MS4 Program since its inception when we assisted with the first MS4 Permit application in 1992. Since that time, we have provided support services for more than 30 years. We have not just been along for the ride; we have driven results. LFUCG has maintained compliance with the MS4 Permit, received national recognition in 2018 when the city's Phase 1 MS4 Program won two awards—Overall Highest Scores and Gold Level Program Management, and been released from the stormwater provisions of the Consent Decree while under Tetra Tech's program management.

The subsections on the following pages list the numbered items in the Scope of Services contained in the RFP, provide status information derived from our past work with the city, and document our approach for future service, based on our extensive experience with LFUCG, state/federal regulatory agencies, and our work with other MS4 programs across the nation.



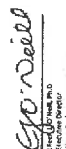
National Municipal Stormwater and Green Infrastructure Awards Program

The Water Environment Federation honors the Lexington-Fayette Urban County Government, Kentucky, for its outstanding stormwater management program and commitment to installing green infrastructure.

Lexington-Fayette Urban County Government, Division of Water Quality has been awarded special winner of:

Program Management, Phase I

In addition, you have been also categorized as the following:
Innovation: Silver Level | Program Management: Gold Level



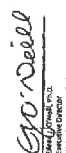
National Municipal Stormwater and Green Infrastructure Awards Program

The Water Environment Federation honors Lexington-Fayette Urban County Government, Kentucky for its outstanding stormwater management program and commitment to installing green infrastructure.

Lexington-Fayette Urban County Government, Division of Water Quality has been awarded special winner of:

Overall Highest Score, Phase I

In addition, you have been also categorized as the following:
Innovation: Silver Level | Program Management: Gold Level



The LFUCG's Phase 1 MS4 program was recognized in 2018 by the Water Environment Federation.

TASK 1 Civil engineering, program management, and scheduling to meet the obligations and deadlines of the SWQMP and MS4 Permit, including critical path and schedule for implementation.

CURRENT PROGRESS:

Tetra Tech has developed a comprehensive suite of tools for tracking MS4 Permit requirements and deadlines including:

- Spreadsheet of all Measurable Goals listed by year and responsible party
- LFUCG Policies and Procedures Pertaining to the MS4 Permit
- Table of all required trainings that is filled in with training dates each year
- Dashboard tracking inspection metrics that is reviewed at monthly Coordination Meetings
- Table of all DOE/DWQ Capital Projects with permit numbers and expiration dates
- Checklists for MS4 Permit Annual Report documentation tracking
- Monthly Program Management Team Meetings to discuss current efforts and upcoming deadlines
- Status reports that accompany monthly invoices to detail progress to date by task

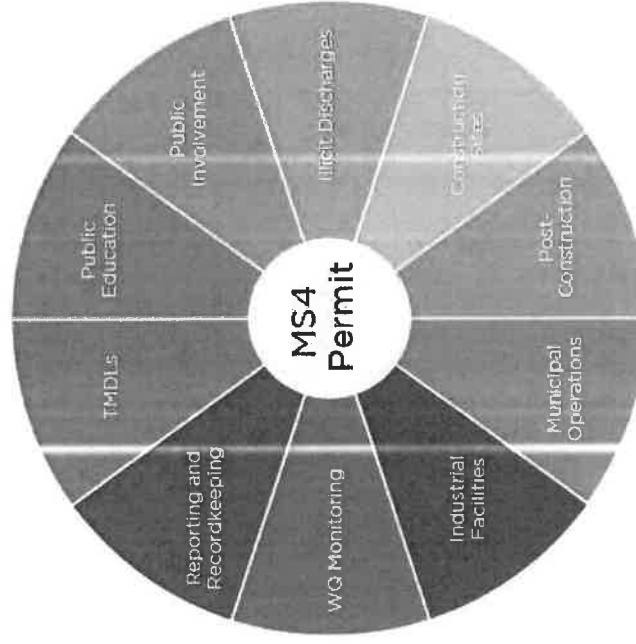
PATH FORWARD:

Tetra Tech has developed the above mechanisms to ensure nothing falls through the cracks. With these procedures in place, the MS4 Program remained in compliance during the transition of two new MS4 Program Managers.

Tetra Tech will continue to implement these procedures and identify opportunities for improvement as they arise. To do this, Tetra Tech proposes an annual visioning workshop to define program objectives and set goals for the next contract year.

Lexington-Fayette Urban County Government

Policies and Procedures Pertaining to the MS4 Permit



TASK 2

Assistance with updating the SWQMP once the next permit cycle begins to better reflect the goals and objectives of LFUCG's MS4 program.

CURRENT PROGRESS:

Tetra Tech assisted LFUCG with both developing and implementing the 2016 SWQMP. In preparation for the impending permit renewal, LFUCG conducted a series of Measurable Goal Workgroups in 2019 to solicit input from stakeholders for potential permit revision requests.

PATH FORWARD:

A comprehensive SWQMP update will be required in conjunction with issuance of the new MS4 Permit. Tetra Tech will work with LFUCG to identify new and/or revised Measurable Goals, eliminate outdated or redundant activities, and incorporate stakeholder feedback to develop an all-encompassing framework for complying with and tracking the requirements of the MS4 Permit.

Stormwater Quality Management Program

Lexington-Fayette
Urban County Government



June 1, 2016

Division of Water Quality
125 Lisle Industrial Avenue, Suite 180
Lexington, Kentucky 40511
(859) 425-2400

AI No.: 74551

TASK 3 Critical review and modification, if necessary, of LFUGG ordinances, guidance documents, policies, and procedures related to LFUGG's MS4 program.

CURRENT PROGRESS:

Tetra Tech assisted LFUGG with a Stormwater Manual revision in 2020 and an amendment to the Stormwater Manual and Procedures Manual in 2023. Another Stormwater and Procedures Manual update is slated for 2025.

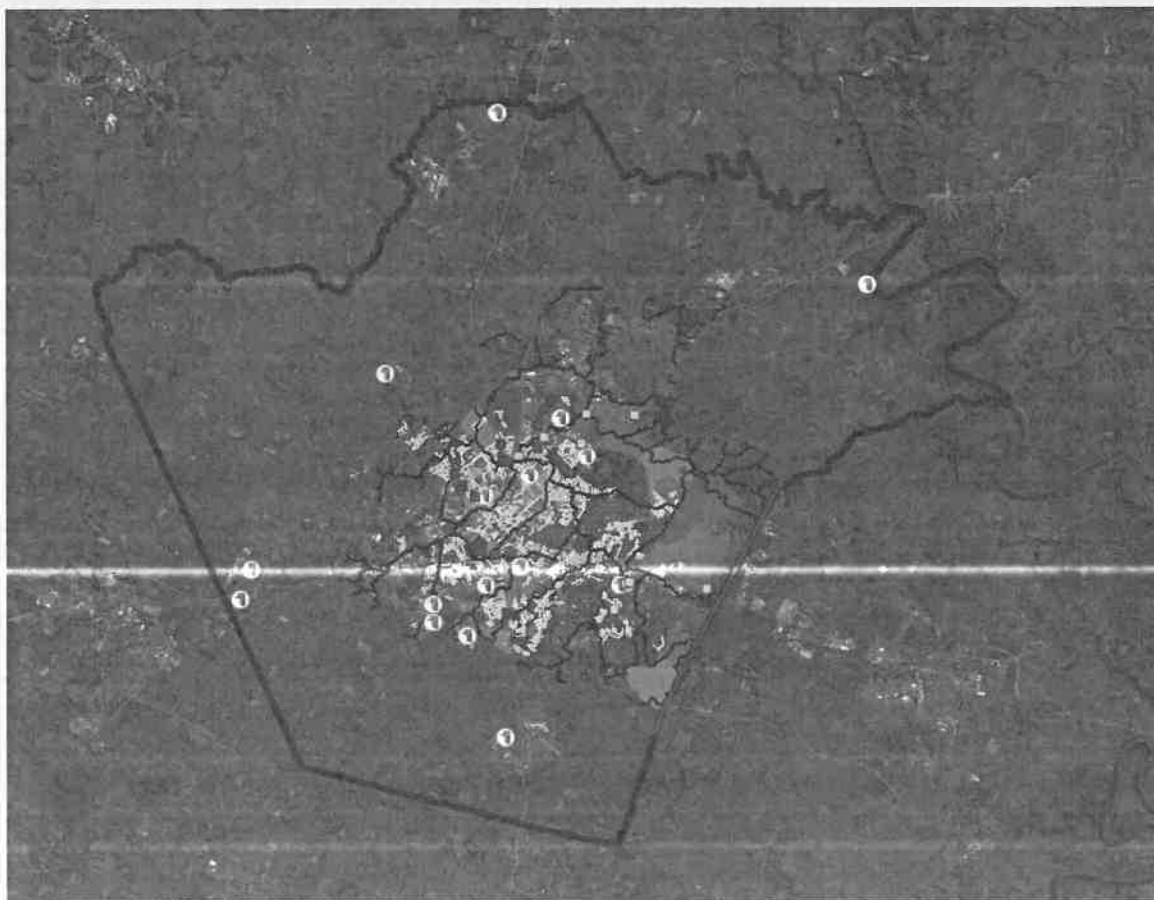
Tetra Tech also facilitated the following ordinance, guidance document, and policies/procedures updates related to LFUGG's MS4 Program during the last contract term:

- Review and recommendation of changes to Chapter 16 of the LFUGG Code of Ordinances
- Review and revision of Permitting, Inspection, and Enforcement (PIE) Procedures
- Development of an updated water quality monitoring program
- Development of a framework for a Stormwater Payment-In-Lieu-Of (SPILO) Program
- Development of a city-wide municipal facilities stormwater impact inventory
- Update of LFUGG good housekeeping procedures (Greenworks Guides)

PATH FORWARD:

As part of the new MS4 Permit, a review of all relevant ordinances, policies, and procedures is expected to be required. Tetra Tech will assist with the facilitation of these reviews and provide recommendations as necessary. The following updates are anticipated:

- Finalization of ordinance updates
- Finalization of the updated water quality monitoring program
- Development of a city-wide Operations and Maintenance Manual
- Development of an Illicit Discharge Screening Factor program



TASK 4

Oversight and implementation of water quality monitoring and assessments required by the MS4 Permit, including site selection, field services, laboratory analyses, data evaluations, etc.

CURRENT PROGRESS:

Tetra Tech and Third Rock assisted LFUCG with the completion of the Watershed-Focused Monitoring Program.

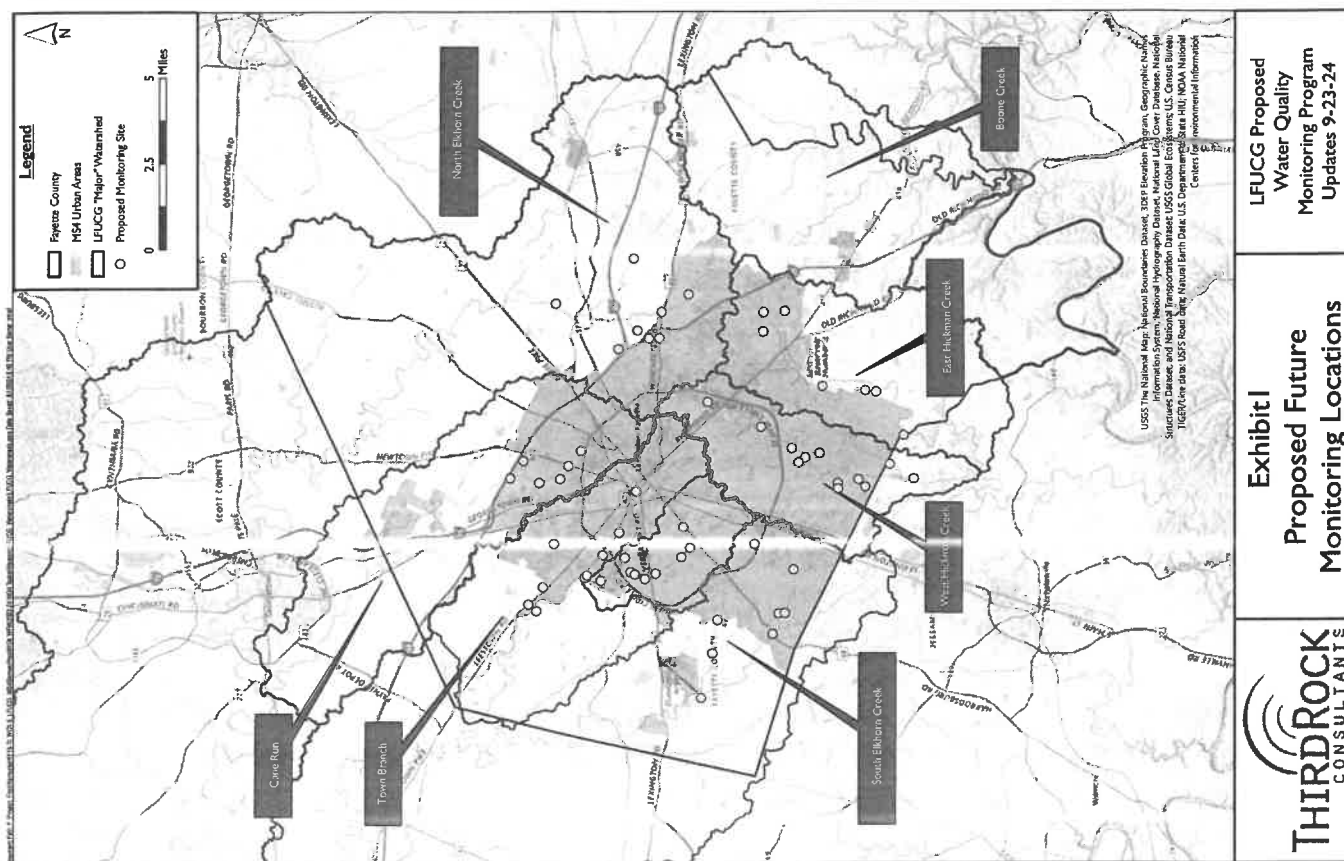
Third Rock completed the MS4 Permit's Part III Monitoring Program Requirements according to the prescribed schedule including quarterly dry and wet weather grab sampling, annual macroinvertebrate sampling, bi-annual fish sampling, and habitat assessments in conjunction with the WFMP.

In LFUG's 2019 Notice of Intention (NOI), it said that it would propose recommendations for a new monitoring program by the end of 2024. LFUG worked with Tetra Tech and Third Rock to develop a proposed monitoring program. The updates were presented at a Stormwater Stakeholder Advisory Committee Meeting and a working group was held to solicit stakeholder feedback.

PATH FORWARD:

LFUCG submitted a letter to KDOW containing the proposed monitoring program in December 2024. The Program Management Team will support the development of a comprehensive Quality Assurance Project Plan (QAPP) outlining the detailed methodologies and quality assurance/control mechanisms to be implemented in the program.

Third Rock will continue to conduct certain components of the new monitoring program in accordance with MS4 Permit frequency requirements.



TASK 5

Preparation/completion of required stormwater compliance input/submittals for annual, or any other reports.

CURRENT PROGRESS:

Tetra Tech assisted with developing the stormwater content of the Consent Decree Quarterly and Annual Reports until the stormwater provisions of the Consent Decree were terminated in 2021. Tetra Tech has continued to assist with the compiling of the quarterly and annual reports containing sanitary sewer updates.

Tetra Tech leads production of the MS4 Permit Annual Report; a document frequently totaling 2,000+ pages, each year. Checklists are sent out to LFUCG employees with documentation responsibilities beginning in January.

The annual reports have always been submitted on time and with no notices of deficiencies.

PATH FORWARD:

The reporting frequency for the Consent Decree reports has been reduced to semi-annual. Tetra Tech will continue to assist with compilation of the semi-annual reports, as needed.

Tetra Tech will continue to develop the MS4 Permit Annual Reports. New documentation checklists will be developed in conjunction with the SWQMP and new MS4 Permit. All documentation will be filed in the appropriate locations on SharePoint.

LEXINGTON



MS4 Permit Measurable Goals Documentation Checklist

2023 Annual Report

- ☒ 1. MG-PE-17: Continue to provide Greenworks Guides during New Employee Orientation. See applicable employee training measurable goals in IDDE/IN, CS, PPMO, and MON.
Status: Complete.
Comments: Ensure Greenworks Guides are being provided to new employees.
Items Remaining:
- ☒ 2. MG-PI-02: Annually evaluate the LexCall, or equivalent, system's records and codes to make sure that all stormwater and water quality related calls are properly forwarded to the appropriate Divisions for follow-up and resolution, including being tracked and reported. Discuss proposed changes with LexCall staff.
Status: Complete.
Comments: N/A
Items Remaining:
- ☒ 3. MG-PI-05: Participate in or support at least 2 civic groups per year that focus on water quality, water resource protection, watershed management, or stormwater pollution prevention.
Status: Complete.
Comments: Responsibility is shared with DES.
Items Remaining:
- ☒ 4. MG-IDDE-05: Implement the procedures for updating the Major Outfall mapping and inventory.
Status: Complete.
Comments: N/A
Items Remaining:
- ☒ 5. MG-IDDE-18: Implement protocol for eliminating confirmed illicit connections.
Status: Complete.
Comments: N/A
Items Remaining:
- ☒ 6. MG-PC-06: Annually update the inventory and mapping of post-construction stormwater controls required by the Stormwater Manual in the Urban Service Area and Urban Areas, including detention basins, retention ponds, and other stormwater control devices.
Status: Complete.
Comments: N/A
Items Remaining:

TASK 6

Preparation of updated integrated spill plans (ISP) for LFUGG's two wastewater treatment plants and six large pump stations, as required.

CURRENT PROGRESS:

Tetra Tech developed Integrated Spill Plans containing Stormwater Pollution Prevention, Spill Prevention, Containment, and Countermeasures, and Groundwater Pollution Prevention Plans for Town Branch and West Hickman Wastewater Treatment Plants and the East Hickman, Lower Cane Run, North Elkhorn #1, North Elkhorn #2, South Elkhorn, and Wolf Run Pump Stations in accordance with the MS4 Permit, Title 40 of the Code of Federal Regulations Section 112, and Kentucky Administrative Regulations Chapter 5:037.

PATH FORWARD:

Tetra Tech will keep a schedule of when portions of the plans are due to be reviewed and make updates to the plans as necessary.



West Hickman Wastewater Treatment Plant

Integrated Spill Plan (ISP)



December 2024

Revision 1



TETRA TECH

Preparation for and attendance at inspections of the MS4 program by KDOW and/or EPA

CURRENT PROGRESS:

LFUCG received a comprehensive inspection of the MS4 Program from KDOW in 2019 and an audit of four program elements in 2023. Tetra Tech compiled documentation for both instances. In 2023, a new electronic approach was utilized. Documentation was uploaded to the MS4 SharePoint and organized by permit requirement. Documentation was screenshared as requested. This streamlined the review process.

In both instances, no deficiencies or violations were noted by KDOW.

PATH FORWARD:

Tetra Tech continues to manage the MS4 SharePoint site. Documentation is filed under appropriate program elements, so it is organized and easy to compile for the next audit or inspection.

Shared Documents > MS4 Program Elements

Name	Modified	Modified By
0. Procedures and Policies Document	September 16, 2021	Terry, Abby
1. Proposed Ordinance Changes 2021	September 16, 2021	Terry, Abby
2.2 PE - Public Education	September 6, 2023	Terry, Abby
2.3 PI - Public Involvement	September 6, 2023	Terry, Abby
2.4 IDDE - Illicit Discharge Detection and Elimination	September 6, 2023	Terry, Abby
2.5 CS - Construction Sites	September 16, 2021	Terry, Abby
2.6 PC - Post-Construction	September 6, 2023	Terry, Abby
2.7 PPMO - Pollution Prevention for Municipal Operations	September 6, 2023	Terry, Abby
2.8 IN - Industrial Facilities	September 6, 2023	Terry, Abby
2.9 RR - Reporting & Recordkeeping	September 6, 2023	Terry, Abby

Shared Documents > MS4 Program Elements > Inspections

Name	Modified	Modified By
KDOW MS4 Inspection 2010	August 2, 2023	Terry, Abby
KDOW MS4 Inspection 2012	August 2, 2023	Terry, Abby
KDOW MS4 Inspection 2016	August 2, 2023	Terry, Abby
KDOW MS4 Inspection 2019	August 2, 2023	Terry, Abby
KDOW MS4 Inspection 2023	August 2, 2023	Terry, Abby

Assistance with the KPDES permit reapplication and negotiation, as well as general coordination which may be necessary with KDOW

CURRENT PROGRESS:

Tetra Tech assisted LFUCG with the submission of an NOI, or permit reapplication letter, to KDOW in 2019.

KDOW has notified LFUCG that since more than five years have passed since the submittal of the original NOI, it will be able to provide an updated NOI prior to issuance of the new MS4 Permit.

PATH FORWARD:

Tetra Tech will assist LFUCG with revising the previous NOI to include new program updates.

Once a draft permit is received, Tetra Tech will apply our experience with both the regulators and the regulated community in conducting permit negotiations.

MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

November 25, 2019

Mr. Lucas Hanks
Kentucky Division of Water
Surface Water Permits Branch
300 Sower Boulevard
Frankfort, Kentucky 40601

RE: Permit No. KYS000002
Agency Interest No. 74551
Lexington-Fayette Urban County Government (LFUCG)
Lexington, Kentucky

Dear Mr. Hanks:

In accordance with 401 KAR 5:060, the Lexington-Fayette Urban County Government (LFUCG) is submitting this letter as its new application for its KPDES Permit No. KYS000002 which is set to expire on May 31, 2020. Per the **Permit Expiration Notification and Solicitation for New Permit Application** letter dated September 17, 2019, from Ms. Ann Workman with KDOW's Permit Support Section, we are requesting that the fourth-year annual report dated July 12, 2019, be used as the principal reapplication document.

Additional information requested in Ms. Workman's letter is as follows:

Name of Permittee: Lexington-Fayette Urban County Government
Address of Permittee: 125 Lisle Industrial Avenue, Suite 180, Lexington, KY 40511
Primary Administrative Contact: Mr. Charles H. Martin, P.E., Director, Division of Water Quality
Primary Technical Contact: Ms. Jennifer M. Carey, P.E., Division of Water Quality

As part of the reapplication, LFUCG has identified proposed changes to its Stormwater Quality Management Program (SWQMP), for the upcoming five-year permit term as described below.

1. Within Section "PE 1 General Public & Stakeholder Education Program," change "Provide Stormwater and Water Quality Education via an E-newsletter" to "Provide Stormwater and Water Quality Education via Social Media." LFUCG currently has over 14,000 followers on Facebook and about 3,000 followers on Twitter. Compared to our E-newsletter distribution



125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 | 606.426.2400 Phone / 606.254.7787 Fax / info@tetra-tech.com

TASK 9 Hands-on technical assistance for implementing obligations of LFUCG's KPDES MS4 Permit and the associated SWQMP

CURRENT PROGRESS:

The Tetra Tech team provides a wide range of services for implementing stormwater program requirements, including:

- Policy evaluation and development
- Engineering analyses
- Sampling and monitoring
- Inspections
- Technical writing
- Training

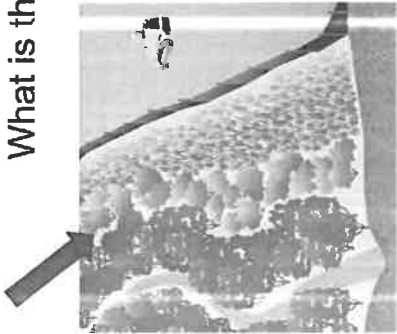
PATH FORWARD:

The Tetra Tech team has a deep bench of resources with trusted expertise in each subject matter to draw from for any potential obligation.

We strive to continually improve our services. For example, evaluation forms are distributed at each training session provided. As a result of this feedback process, we implemented an interactive "Jeopardy!" style training game that received positive ratings.

BMPs	SWPPP	Inspections	Picture This	Documentation	All Things Stormwater
100	100	100	100	100	100
200	200	200	200	200	200
300	300	300	300	300	300
400	400	400	400	400	400
500	500	500	500	500	500
600	600	600	600	600	600
700	700	700	700	700	700
800	800	800	800	800	800
900	900	900	900	900	900
1000	1000	1000	1000	1000	1000

Picture This (800)
What is this area called?



Good to Know:
A 50-foot vegetated buffer shall be maintained between the land disturbance activities and the edge of any perennial or intermittent stream, wetland, open throat sinkhole, or municipal stormwater inlet. Where a 50-foot vegetated buffer is not feasible due to the nature or purpose of the activity, a protective alternate erosion control shall be used as described in the erosion and sediment control plan. In such cases, the permittee shall minimize disturbances in buffer zone areas.

[Home](#)

TASK 10

Establishment and maintenance of a shared project documentation database, if requested

CURRENT PROGRESS:

Tetra Tech has implemented a SharePoint project database. All project documentation is filed by program element in the Document Library. In addition, the Home page features the most important documents and links for each program element for easy access.

The SharePoint site also allows for live collaboration on documents, a feature that has been useful when working on MS4 Permit Annual Reports or documentation for KDOW inspections.

PATH FORWARD:

Tetra Tech will continue to maintain the database and file documentation so that DWQ staff have 24/7 access to files.

Tetra Tech proposes to add a live dashboard to the SharePoint Home page that outlines Measurable Goal completion for the year so that outstanding items can quickly be identified.

Shared Documents

Name	Modified	Modified By
1. MS4 Permit, SWQ, AP, and Consent Decree	September 16, 2021	Terry, Abby
2. Division of Engineering Manuals 2001-2020	September 16, 2021	Terry, Abby
3. 2016 Procedures Manual for Infrastructure Development	September 16, 2021	Terry, Abby
4. 2020 Stormwater Manual	September 6, 2023	Terry, Abby
5. Consent Decree Submittals to EPA and KYEEC	September 16, 2021	Terry, Abby
DWQ FINAL DRAFT Standard Stormwater Specifications	October 6, 2021	Terry, Abby
LDP and KYR10 Tracking	November 7, 2023	Terry, Abby
MS4 Annual Report Documents	September 16, 2021	Terry, Abby
MS4 Program Elements	October 1, 2021	Terry, Abby
zzArchive	March 26, 2019	Walker, Richard

TASK 11

Attendance at pre-bid and preconstruction meetings for RMP and other capital projects, to provide an overview of procedures for Permitting, Inspecting, and Enforcement of construction sites regarding ESC, SWPPPs, LDPs, and KYR10.

CURRENT PROGRESS:

Tetra Tech attends all DWQ Capital Project pre-bid, pre-construction, and progress meetings. The PIE Procedures are reviewed at each pre-bid and pre-construction meeting. Tetra Tech reviews inspection reports, permit expiration dates, and project status at each progress meeting.

PATH FORWARD:

Tetra Tech will continue attending meetings, as requested, to implement and improve the gold standard of DWQ Capital Projects.

Tetra Tech will continue supporting measures such as ESC Performance Bonds, ESC payment terms, and enhanced ESC inspection frequency requirements to implement and advance "The Gold Standard" of DWQ Capital Projects.

Permitting, Inspection, and Enforcement Procedures
for
Erosion and Sediment Control on Capital Projects
Division of Water Quality

Lexington-Fayette
Urban County Government



September 2024

TASK 12**Coordination with other staff and firms engaged in other MS4 Program elements****CURRENT PROGRESS:**

Tetra Tech facilitates the monthly Coordination Meeting with the Division of Engineering, Division of Environmental Services, and Division of Water Quality where cross-divisional issues are discussed.

In addition, Tetra Tech and the MS4 Section Manager regularly meet with staff from other divisions who are heavily involved with the MS4 Program, such as the Environmental Manager in the Division of Environmental Services who is responsible for executing many of the Pollution Prevention and Municipal Operations Measurable Goals.

Tetra Tech attends pre-bid and pre-construction meetings for all DWQ Capital projects to outline the Construction Sites Stormwater Runoff Control program element requirements of the MS4 Permit. Tetra Tech works closely with the RMP Program Manager, Hazen and Sawyer, and the project design engineers to achieve this objective.

Tetra Tech also attends quarterly Stormwater Stakeholder Advisory Committee Meetings to interact with external parties interested in the MS4 Program.

PATH FORWARD:

Tetra Tech will continue to facilitate the monthly Coordination Meeting and meet with other staff working on the MS4 Program as needed.

Tetra Tech will continue to collaborate with the Division of Engineering, Division of Environmental Services, Division of Water Quality, and others, as applicable, to facilitate implementation of the SWQMP and MS4 Permit requirements. These long standing relationships help streamline workflows preventing duplication of efforts.



TASK 13

Other, as needed, civil, sanitary, electrical, mechanical, water quality, and geotechnical engineering services necessary for compliance-driven activities

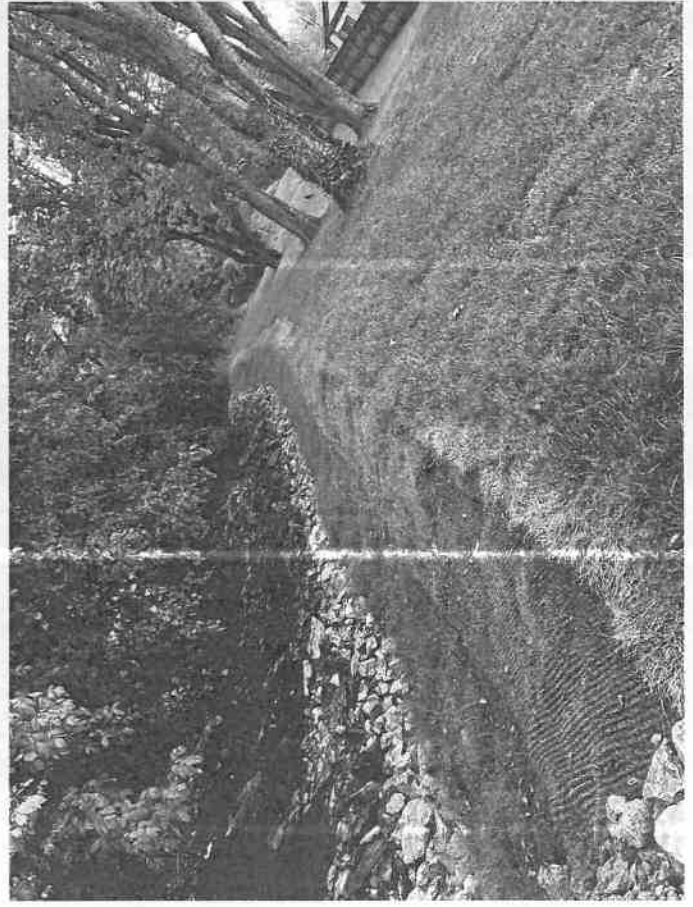
CURRENT PROGRESS:

LFUCG has drawn on the multidimensional capabilities of the Tetra Tech team to monitor water quality impacts of the lateral replacement program, assess BMP performance, and conduct specialized engineering and other studies and services via an on-call, rapid response approach.

PATH FORWARD:

Tetra Tech will continue to respond to specialized on-call needs while helping to build internal staff technical competence, professionalism, and commitment to quality service as the focus of Lexington's program continues to shift from program and capacity development to long-term compliance.

With 30,000 employees worldwide and national expertise in stormwater, Tetra Tech is uniquely positioned to provide support for any problem LFUCG may encounter.



In addition, Tetra Tech is tuned in to regulatory issues that may impact future permit implementation such as KY House Bill 443 requiring ministerial application of standards and KY Senate Bill 89 that redefines "Waters of the Commonwealth".

[illegible]

TRACKING TOOLS

MASTER LIST OF MEASURABLE GOALS

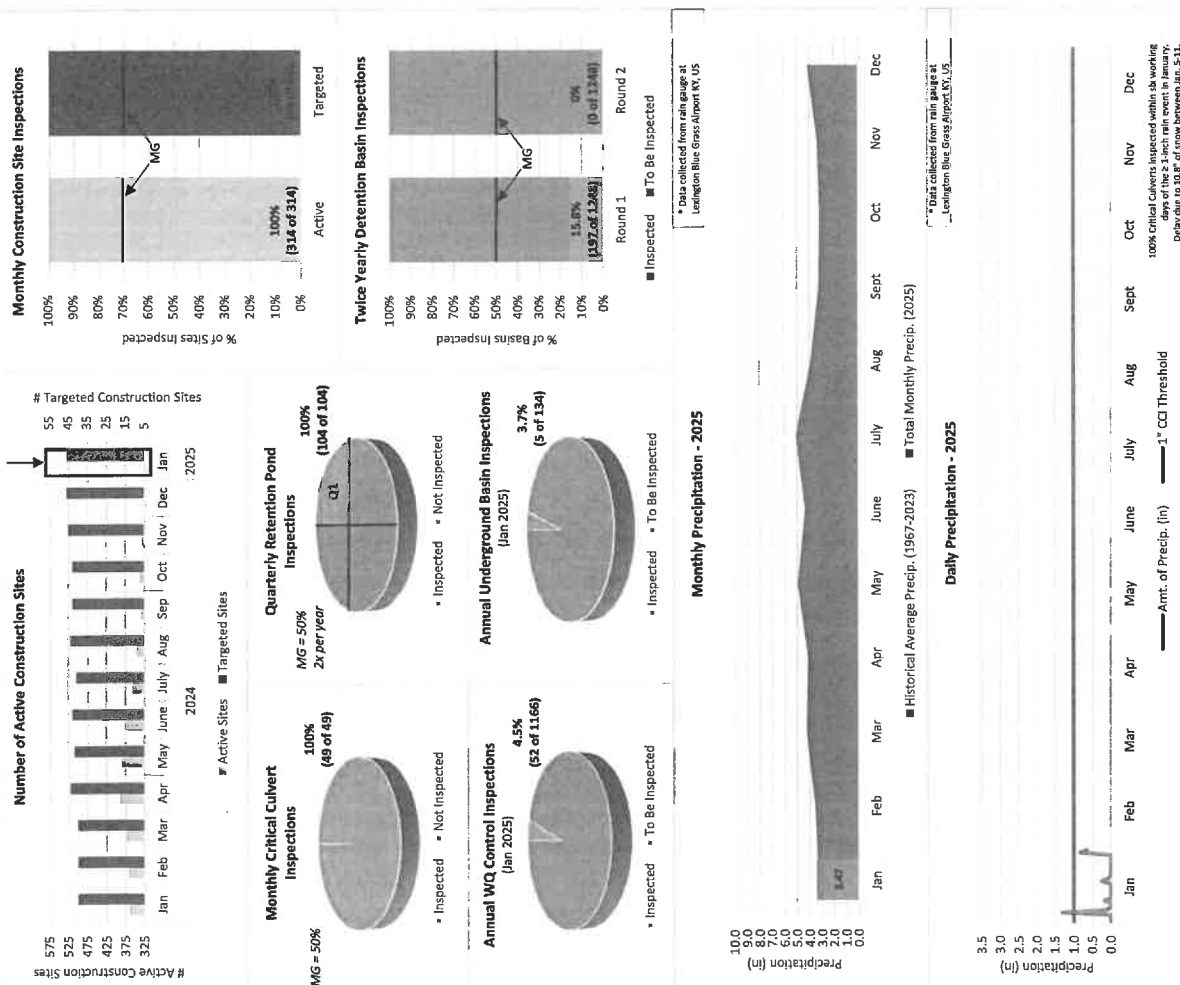
Permit Year	Measurable Goal	Program Element	Element Task/Activity/BMP	Description of Measurable Goal	Responsible Director	Completed	Action Taken
1	MG	PE	MG-PE-01 Provide Stormwater and Water Quality Education via the Internet	Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed.	DES		
2	MG	PE	MG-PE-01 Provide Stormwater and Water Quality Education via the Internet	Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed.	DES		
3	MG	PE	MG-PE-01 Provide Stormwater and Water Quality Education via the Internet	Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed.	DES		
4	MG	PE	MG-PE-01 Provide Stormwater and Water Quality Education via the Internet	Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed.	DES		
5	MG	PE	MG-PE-01 Provide Stormwater and Water Quality Education via the Internet	Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed.	DES		
1	MG	PE	MG-PE-02 Provide Stormwater and Water Quality Education via Press Releases	Develop four (4) press releases per year that pertain to the Stormwater Quality Management Program.	DES		
2	MG	PE	MG-PE-02 Provide Stormwater and Water Quality Education via Press Releases	Develop four (4) press releases per year that pertain to the Stormwater Quality Management Program.	DES		

Capital Projects Under Construction
02/26/2025

Project Name	Category	Site Address	Disturbed Acres	Consolidated Easement Required?	Targeted Start	Contractor	Consulting Engineer	RPR / ESC Compliance Inspector	LDP No.	LDP Issued	Expiration Date	KYR10 Issued	Expiration Date	Water Shed
Town Branch Park Public Access Improvements	DOE	708 Ty Ct	2.5		N	Marilla	Stand - Chad Whelan	DOE - Russ McIntosh	ND-LDCAP-23-00012	9/12/2023	9/12/2025	KYR10R882	8/23/2025	TB
Wilson Downing Stairwalks	DOE	101 Wilson Downing Rd	3		N	Hinkle	Prima - Bill Lester	DOE - William Wood-Jenkins	ND-LDCAP-24-00002	8/25/2024	8/25/2026	KYR10S332	5/1/2026	WH
Squires Road Stairwalks	DOE	201 Squires Rd	1		N	Hinkle	Prima - Bill Lester	DOE - William Wood-Jenkins	ND-LDCAP-24-00003	5/20/2024	5/20/2026	KYR10S339	5/2/2026	EH
EH-1 East Hickman PM	DWQ	3318 Buckhorn Dr	0.6		Y	Tribe	GRW - Mike Jacobs	Prima - Tom Lambdin	ND-LDUT-22-00004	4/28/2023	4/28/2025	KYR10O818	1/7/2022	EH
WH-4 West Hickman Trunk E	DWQ	3541 Greenhew Rd	1.2		Y	Con-Hunt	Prima - Madison McCracken	Prima - Mike Brimer	ND-LDCAP-23-00001	4/12/2023	4/12/2025	KYR10R028	1/10/2027	WH
WR-4 Wolf Run Trunk F	DWQ	285 Lafayette Pkwy	2.6		Y	Tribe	GRW - Liz Dierck	Prima - Knud Abusaidi	ND-LDCAP-23-00014	8/28/2023	8/28/2025	KYR10R882	8/23/2025	WR
EH-16 Armstrong Mill PS Replacement	DWQ	2141 DeLong Rd	5		Y	Jully	GRW - Mike Jacobs	Prima - David Scott	ND-LDCAP-23-00015	10/11/2023	10/11/2025	KYR10R757	9/22/2023	EH
WR-9 Parkers Mill Trunk	DWQ	1240 Cross Keys Rd	4.66	NWP #54, SCP #33079	Y	MAC	Stand - Liz Dierck	Prima - Knud Abusaidi	ND-LDCAP-23-00020	12/11/2023	12/11/2025	KYR10R918	11/15/2025	WR
CR-14/15 New Circle Trunk A & B	DWQ	444 Cane Run Rd	2		Y	Cherry	Stand - Joe Herman	Prima - Doug Brimer / Gary Kneid	ND-LDCAP-24-00010	2/6/2025	2/6/2028	KYR10T029	1/5/2027	CR
Blairloch Way	DWQ	#18 Cindy Blair Way	1		Y	Tribe	Stand - Joe Herman	Prima - Knud Abusaidi	ND-LDCAP-24-00009	1/27/2025	1/27/2028	KYR10T078	1/17/2025	SE
East Third & Ohio St. Sanitary & Stormwater Improvements Project	DWQ	319 E Third St	0.98		N	Con-Hunt	Prima - Jeremy Duncan	DWQ - Bill Wernan	ND-LDCAP-24-00001	4/23/2024	4/23/2025	KYR10S128	2/15/2026	TB
Dogwood Park Stormwater Improvements	DWQ	2992 Dogwood Trace Blvd	0.9		N	McCain Brothers	Prima - Knud Abusaidi	DWQ - Bill Wernan	ND-LDCAP-24-00005	10/8/2024	10/8/2025	N/A	N/A	SE
Barnard Drive Stormwater Improvements	DWQ	1000 Culean Ct	0.5		N	ATS	Team Tech - Ed Lemaster	DWQ - Bill Wernan	TBD	TBD	TBD	N/A	N/A	EH
Meadowcove Area Stormwater Improvement Project Phase 2	DWQ	1802 N Forbes Rd	0.9		N	ATS	Team Tech - Ed Lemaster	DWQ - Bill Wernan	ND-LDCAP-24-00008	1/12/2024	1/12/2025	N/A	N/A	TB
Joyland Phase 2	DWQ	571 Freeman Dr	0.9		N	Lapco	Banks - John Schemetz	DWQ - Bill Wernan	ND-LDCAP-25-00001	TBD	TBD	N/A	N/A	CR

Estimated	=	Estimated
Needing Estimation	=	Needing Estimation

*Site has achieved final grade, and has been applied, and inspection frequency has been reduced to monthly.



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SECTION 7

Degree of Local Employment

SECTION 7. DEGREE OF LOCAL EMPLOYMENT

LOCAL TETRA TECH TEAM

Tetra Tech's local office is located at 424 Lewis Hargett Circle, Suite 110, Lexington, KY. Tetra Tech is currently registered by the Commonwealth of Kentucky in accordance with KRS 322.060 to perform the engineering services needed for this project. Our Kentucky registration number is 1555.

We understand the importance of Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Business (VOSB) goals and are committed to providing meaningful women and minority participation at levels desired by LFUCG. Our track record on similar efforts demonstrates our commitment to, and success in, achieving or exceeding project-specific goals.

To achieve and exceed your 17% MWDBE participation goal, we have enlisted the services of Third Rock Consultants to provide our team a highly qualified MBE. Third Rock Consultants is located at 2526 Regency Road, Suite 180, Lexington, KY. They have provided approximately 40% of the work for our current Program Management contract with LFUCG and is anticipated to perform the same percentage on the next contract.

To achieve your 3% Veteran-Owned participation goal, we have enlisted the services of Salt River Engineering located at 108 West Poplar Street, Harrodsburg, KY.

All of the work on the project will be done out of the local offices of Tetra Tech, Third Rock Consultants, and Salt River Engineering.

The infographic features a map of Kentucky with two pins indicating office locations: Lexington and Harrodsburg. To the right of the map, it states '39 LOCAL STAFF'. Below this, a large '40%' is displayed with 'SINCE 2008' and 'WBE PARTICIPATION' written across it. Further down, it says 'MS4 Program Management Services with LFUCG since 2008'. A large '29' is shown with a location pin icon. To the right of the '29', it says 'Tetra Tech & Third Rock Consultants' and '6 MILES from LFUCG'. Below this, it states 'Salt River Engineering is located within an hours' drive of LFUCG.' At the bottom right, there is a circular logo for 'VOSB' (Veteran-Owned Small Business) and the text 'TETRA TECH IS A PROUD PARTNER OF'.

Lexington
Harrodsburg

39 LOCAL STAFF

40%
SINCE 2008
WBE PARTICIPATION

MS4 Program Management
Services with LFUCG since 2008

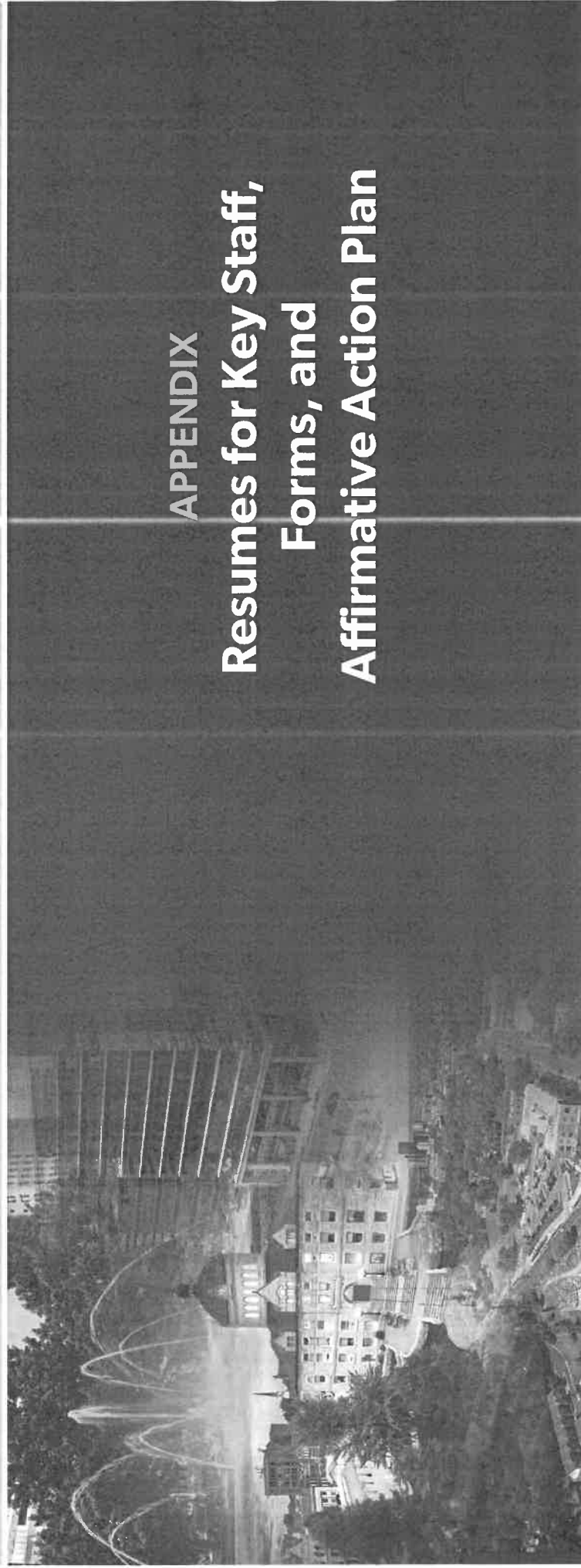
29

Tetra Tech & Third Rock Consultants
6 MILES from LFUCG

Salt River Engineering is located
within an hours' drive of LFUCG.

TETRA TECH IS A PROUD PARTNER OF

VOSB
Veteran-Owned Small Business
cVE



APPENDIX

Resumes for Key Staff, Forms, and Affirmative Action Plan

APPENDIX. RESUMES FOR KEY STAFF, FORMS, & AFFIRMATIVE ACTION PLAN

RESUMES

FORMS

AFFIRMATIVE ACTION PLAN

RICHARD Walker, PE, CFM



Richard has a broad range of experience in civil and water resources engineering, hydrologic/hydraulic modeling, stormwater/floodplain management, water/wastewater engineering, and landfills. He has developed stormwater design manuals for municipalities that contain requirements for post-construction runoff, erosion prevention and sediment control, and green infrastructure. In addition, he has assisted cities with implementing stormwater utility fees.

He is currently the Municipal Separate Storm Sewer System (MS4) program manager for the Lexington-Fayette Urban County Government where he is responsible for ensuring the city complies with the MS4 Permit issued by the Commonwealth of Kentucky.

41+ Years of
Experience

Currently the Program Manager
for the LFUCG MS4 program

Expertise in MS4
Permit Compliance

Education

MCE, Civil Engineering,
University of Kentucky, 1989
BS, Agricultural Engineering,
University of Kentucky, 1982

Professional Certifications

Professional Engineer, KY
No. 15345
Certified Floodplain Manager
KEPSC Qualified Inspector

Key Tasks

- Permit Compliance
- Policy Development
- Technical Standards Evaluation
- Public Meetings
- Program Management

Scope Experience:

- MS4 Compliance
- Program Management
- Policy Development
- Public Education
- Environmental Compliance
- Stormwater
- Water Quality
- Erosion Control



MS4 COMPLIANCE AND PROGRAM MANAGEMENT

Program Manager.
Lexington-Fayette Urban County
Government, KY



STORMWATER MANUAL UPDATE

Program Manager.
Lexington-Fayette Urban County
Government, KY



WALHAMPTON STORMWATER IMPROVEMENTS

Principal-in-Charge.
Lexington-Fayette Urban County
Government, KY



EPA CLEAN WATER ACT CONSENT DECREE

Program Manager.
Lexington-Fayette Urban County
Government, KY



WEST HICKMAN WET WEATHER STORAGE

Principal-in-Charge.
Lexington-Fayette Urban County
Government, KY



PROCEDURES MANUAL FOR INFRASTRUCTURE DEVELOPMENT

Program Manager.
Lexington-Fayette Urban County
Government, KY

ABBY Terry, PE



Immersed. That is the kind of project manager that you get with Abby on your team.

Abby has extensive experience working with the Lexington-Fayette County Urban Government. She provides day-to-day support to the Division of Water Quality's Municipal Separate Storm Sewer System (MS4) Program and also works with the Division of Environmental Services' sustainability program. As a result, she has a deep understanding of the dynamics and stakeholders of the Lexington community.

6+ Years of
Experience

Provides day-to-day support of the
SWQMP's 186 Measurable Goals

Expertise in MS4
Permit Compliance



MS4 COMPLIANCE AND PROGRAM MANAGEMENT

Project Engineer.
Lexington-Fayette Urban County
Government, KY



PRIORITY & COMPREHENSIVE CLIMATE ACTION PLANS

Project Manager.
Lexington-Fayette Urban County
Government, KY



GREENHOUSE GAS EMISSIONS INVENTORY, TARGET SETTING, AND REDUCTION PLAN

Project Manager. Lexington-Fayette
Urban County Government*, KY



DETROIT WATER & SEWAGE DEPT. DRAINAGE CHARGE ADJUSTMENT APPLICATIONS

Project Engineer.
Detroit, MI



WAKE COUNTY ONE WATER PLAN

Project Engineer.
Wake County, NC



GENESEE COUNTY CLEAN WATER WEBSITE

Project Engineer.
Genesee County, MI

Education

BS, Civil Engineering,
University of Kentucky, 2019

Professional Certifications

Professional Engineer, KY
No. 39144
LEED Green Associate
KEPSC Certified Inspector
No. 191100259



Key Tasks

- Permit Compliance
- Policy Development
- Technical Standards Evaluation
- Public Meetings
- Program Management

Abby interned with the
LFUCG Division of Water
Quality while she was a
student at UK.

Scope Experience:

- MS4 Compliance
- Policy Development
- Public Education
- Environmental Compliance
- Stormwater
- Water Quality
- Stormwater Pollution Prevention Plans
- Erosion Control
- Sustainability
- Research
- Data Analysis

* LFUCG Project Experience

DAN Christian, PE, DWRE



**34+ Years of
Experience**

**Technical leader in stormwater
management**

**Expertise in MS4
Permit Compliance**

Dan has been involved in the stormwater NPDES permit issues since 1990 with Phase I of the MS4 program and the industrial permits. Again, in 1999, with the developments and implementation tasks. He helped communities prepare for the upcoming permit applications and implementation tasks. He worked with the Michigan Department of Transportation (MDOT) beginning in 1995, monitoring aspects of their permit program, and then took over as Project Manager for their stormwater program from 1999 to 2009. He has helped with all aspects of the permit programs, including planning, implementing, and assessing public education and participation, illicit discharge detection and elimination, soil erosion from construction sites, post-development runoff for new and significant redevelopment, and good housekeeping practices.

Education

MCE, Civil Engineering,
Michigan State University, 1995
BS, Civil Engineering,
Michigan State University 1990

Professional Certifications

Professional Engineer, KY
No. 29189
Diplomate, Water Resources
Engineer

Key Tasks

- Permit Compliance
- Policy Development
- Technical Standards
Evaluation
- Public Meetings
- Program Management



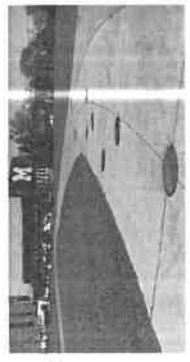
MS4 PERMIT COMPLIANCE

Program Manager.
Genesee County Drain
Commissioner, Surface Water
Management, MI



STORMWATER MANAGEMENT TECHNICAL ASSISTANCE

Senior Technical Lead.
Grand Rapids, MI



COMPREHENSIVE STORMWATER MANAGEMENT PLAN

Senior Project Manager.
Ann Arbor, MI



SOUTHEAST MICHIGAN CLIMATE RESILIENCE PLANNING

Program Manager.
SEMICOG, MI



CENTRAL ISTHMUS WATERSHED STUDY

Senior Project Manager.
Madison, WI



BRICKELL BAY DRIVE IMPROVEMENTS

Lead Hydraulics Engineer.
Miami, FL

Scope Experience:



MS4 Compliance



Policy Development



Public Education



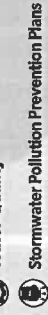
Environmental Compliance



Stormwater



Water Quality



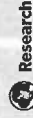
Stormwater Pollution Prevention Plans



Erosion Control



Sustainability



Research



Data Analysis

HERB Lemaster, PE



35+ years of
experience

Expertise in preparation of construction
drawings, construction administration,
and construction engineering

Experience in Project
Design and Construction

Herb serves on as a Senior Project Manager on various civil and environmental projects. He is responsible for client coordination, planning, preliminary evaluations, analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. Herb has worked on many solid waste, landfill, water, wastewater, and environmental projects.



Education

MS, Civil Engineering
(Environmental), University of
Kentucky, 1992

BS, Civil Engineering, University of
Kentucky, 1990

AS, Prestonsburg Community
College, 1988



Professional Certifications

Professional Engineer, KY
No. 19309

Land Surveyor-in-Training:
Kentucky, No. 1232

Troxler Nuclear Gauge
Certification, No. 093841

Permit-Required Confined Space
Entry Training



Key Tasks

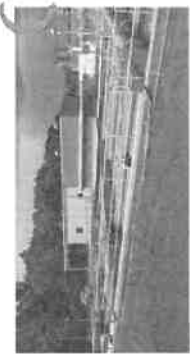
- Construction Administration
- Construction Engineering

Scope Experience:

- Construction Administration
- Environmental Compliance
- Stormwater
- Water Quality
- Erosion Control



**WEST HICKMAN HEADWORKS AND WET
WEATHER STORAGE FACILITY – PHASE 1**
Project Manager & Senior Engineer.
Lexington-Fayette Urban County
Government, KY



**WEST HICKMAN WET WEATHER
STORAGE FACILITY – PHASE 2**
Project Manager & Senior Engineer.
Lexington-Fayette Urban County
Government, KY



**WEST HICKMAN BIOLOGICAL
PHOSPHORUS REMOVAL (IPR)
IMPROVEMENTS**
Project Manager & Senior Engineer.
Lexington-Fayette Urban County
Government, KY



**WOLF RUN WET WEATHER
STORAGE FACILITY**
Project Manager.
Lexington-Fayette Urban County
Government, KY



**WALHAMPTON STORMWATER
IMPROVEMENTS**
Senior Engineer.
Lexington-Fayette Urban County
Government, KY



**FIREHORN EXTENDED DETENTION
BASIN IMPROVEMENTS**
Senior Engineer.
Lexington-Fayette Urban County
Government, KY

LUCY Pacholik, PE, CDT



Lucy provides engineering, technical, and clerical support for environmental compliance projects for private, commercial, industrial, and government clients. This work includes air, water, and waste permitting; spill response plans including SPCC, BMP and GPP; data analysis and emissions evaluations for multiple facilities under a major national environmental contract; and project report technical quality control reviews. She is knowledgeable about the collection, preservation, and transporting of samples for analysis, as well as experienced in the operation and calibration of water and wastewater parameter monitoring devices and sequential samplers. In addition, Lucy oversees the annual renewal and continual compliance of Tetra Tech's Kentucky Wastewater Laboratory Certification Program.

9+ years of
experience

Supports LFUGC's Risk Management
Plan Program for WWTPs

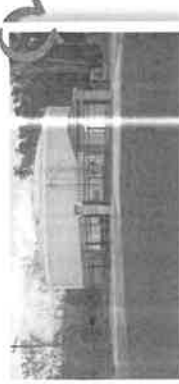
Expertise in
Integrated Spill Plans



**MUNICIPAL SEPARATE STORM
SEWER SYSTEM (MS4) PROGRAM**
Project Engineer.
Lexington-Fayette Urban County
Government, KY



**WEST HICKMAN WET WEATHER
STORAGE FACILITY – PHASE 2**
Project Engineer & Construction
Administrator
Lexington-Fayette Urban County
Government, KY



**WOLF RUN WET WEATHER
STORAGE FACILITY**
Project Engineer & Construction
Administrator
Lexington-Fayette Urban County
Government, KY



**FIREHORN DETENTION BASIN
IMPROVEMENTS**
Project Engineer.
Lexington-Fayette Urban County
Government, KY



RISK MANAGEMENT PLAN
Project Engineer.
Lexington-Fayette Urban County
Government, KY



BLUE GRASS AIRPORT
Project Engineer.
LFUCAB, Lexington, KY

Education

MS, Civil Engineering, University
of Kentucky, May 2019
BS, Civil Engineering, University
of Kentucky, 2017
BA, Arts and Sciences, University
of Kentucky, 2008

Professional Certifications

Professional Engineer, KY, No. 37317
Construction Documents Tech.
Certification (CDT)
USEPA Method 9 Opacity
Certification
KEPSC Certified Inspector

Key Tasks

- GIS Updates
- Water Quality Controls
- Hydrologic Models
- Water Quality Sampling
- Consent Decrees and Permitting

Scope Experience:

- MS4 Compliance
- Engineering Design
- Environmental Compliance
- Stormwater
- Water Quality
- Integrated Spill Plans
- Erosion Control



MOLLY Foree Cummins, JD



Molly is the President and owner of Third Rock Consultants and licensed attorney specializing in environmental law. In addition to managing the day-to-day business of Third Rock, Molly also acts as Client Representative and Contract Manager for select clients including LFUCG and Tetra Tech. Her Clean Water Act expertise and working knowledge of both state and federal implementing regulations makes her active participation in the management of Lexington's MS4 program invaluable. Most recently she worked closely with Third Rock technical leads and various stakeholders to develop a new water quality monitoring program for LFUCG which was subsequently approved by KDOW without comment. She is currently spearheading the development of a new Quality Assurance and Project Plan (QAPP) under which the new program will be implemented.

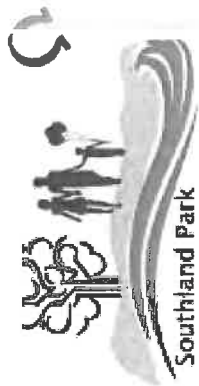
32+ years of
experience

Works hand-in-hand with
Tetra Tech to implement
LFUCG's MS4 Program

Environmental
Regulatory Expertise



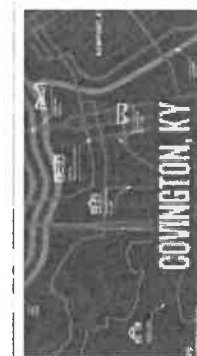
**MUNICIPAL SEPARATE STORM SEWER
SYSTEM (MS4) PROGRAM**
Client Representative/Contract Manager.
Lexington-Fayette Urban County
Government, KY



WOLF RUN WATERSHED
Water Quality Improvements Project
Contract Manager.
Lexington-Fayette Urban County
Government, KY



**MS4 PERMIT REQUIRED WATER
QUALITY MONITORING**
Contract Manager.
Louisville Metropolitan Sewer
District, Louisville, KY



**MS4 STORMWATER QUALITY
MANAGEMENT PROGRAM PLAN**
SWQMP Author, Client
Representative.
City of Covington, Covington, KY



CANE RUN WATERSHED-BASED PLAN
Client Representative/Contract
Manager.
Kentucky Division of Water,
Frankfort, KY



WOLF RUN WATERSHED-BASED PLAN
Client Representative/Contract
Manager.
Lexington-Fayette Urban County
Government, KY

Education

JD University of Kentucky College
of Law, 1993

BA in English, University of
Kentucky, 1990

Professional Certifications

Licensed Attorney:
Kentucky Bar Association,
No. 84944

Key Tasks

- MS4 Program Implementation
- Contract Administration
- Project Staffing/Coordination
- Quality Assurance/Control

Scope Experience:

- MS4 Compliance
- Stakeholder Meetings/Facilitation
Volunteer Coordination
- Phase 1 MS4 Permit Compliance
NPDES Permitting
- Contract Administration
- Agency Consultation
- Regulatory Interpretation

WILLIAM "MAC" Hall, PE



7+ years of
experience

Works hand-in-hand with Tetra
Tech to implement LFUCG's water
quality monitoring program

Expertise in
watershed planning



Since joining Third Rock in 2018, Mac has worked extensively with Tetra Tech to implement LFUCG's MS4 Water Quality Monitoring Program. In that role, Mac is involved in every aspect of the program from wet and dry weather grab sampling, to review, reconciliation, and analysis of analytical results. His experience using statistical and other science-based methodologies to interpret large data sets is invaluable, as is his GIS expertise that enables him to graphically represent results for technical and non-technical audiences alike. Mac was also responsible for implementing LFUCG's watershed-focused monitoring program in each of the 7 major watersheds, working closely with LFUCG, Tetra Tech, stakeholders, and volunteers to coordinate and carry out watershed-scale chemical and biological monitoring within prescribed index periods and under antecedent weather conditions.



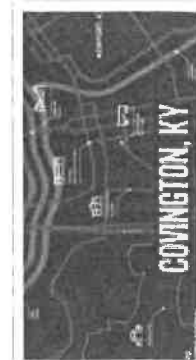
**MUNICIPAL SEPARATE STORM
SEWER SYSTEM (MS4) PROGRAM**
Project Engineer.
Lexington-Fayette Urban County
Government, KY



**WOLF RUN WATERSHED WATER
QUALITY IMPROVEMENTS PROJECT**
Project Manager/Design Lead.
Lexington-Fayette Urban County
Government, KY



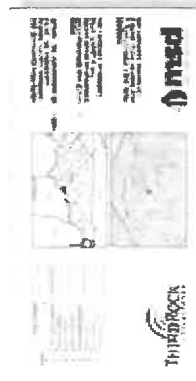
**KORT SPRINGS DRAINAGE AND
GREEN INFRASTRUCTURE PROJECT**
Project Engineer.
Louisville Metropolitan Sewer
District, KY



**MS4 STORMWATER QUALITY
MANAGEMENT PROGRAM PLAN**
Project Engineer.
City of Covington, KY



**UPPER BUCK CREEK
WATERSHED-BASED PLAN**
Project Engineer/Author.
Pulaski County Conservation
District, KY



**BEARGRASS CREEK BANK
STABILIZATION AND IN-STREAM
IMPROVEMENTS**
Project Engineer.
Louisville Metropolitan Sewer
District, Louisville, KY

Education

BS in Civil Engineering,
Environmental Engineering
Concentration, University of
Kentucky, 2018

Professional Certifications

Professional Engineer, KY
No. 37751
KEPSC Inspector #221100110
MSD EPSC Contractor #15705019
MSD QPC Inspector #2024012

Key Tasks

- Water Quality Monitoring
- Data Analysis and Modeling
- Watershed Planning
- BMP Design/Implementation
- Quality Assurance/Control

Scope Experience:

- MS4 Compliance
- Water Quality Monitoring
- Data Analysis and Modeling
- GIS Analysis and Mapping
- QA/QC Documentation
- Load Allocation
- BMP Design and Implementation
- Water Resource Planning
- Erosion and Sediment Control
- Stakeholder Coordination
- Technical Writing



BERT Remley

Bert has been involved in monitoring LFUCG streams for more than 20 years, first for Commonwealth Technology and then for Third Rock Consultants' senior aquatic ecologist, he is involved in all aspects of LFUCG's water quality monitoring program from conducting dry and wet weather sampling and biological monitoring, to determining aquatic habitat use designations and preparing an annual monitoring report. His experience with Kentucky Division of Water sampling protocols, taxonomic expertise of aquatic organisms, and 20+ years of experience with the streams of Fayette County enable Bert to provide insight into changing water quality of these streams from both acute and chronic impairments. For example, Bert was integrally involved in the selection and characterization of each stream site monitored as part of LFUCG's watershed focused monitoring of Lexington's 7 major watersheds, and CWA §319 funded monitoring supporting the Cane Run and Wolf Run Watershed-Based Plans.

28+ years of
experience

Lead LFUCG's MS4 permit-required
biological monitoring efforts

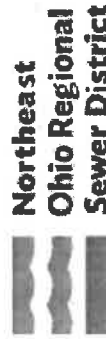
Expertise in
biological monitoring



**MUNICIPAL SEPARATE STORM
SEWER SYSTEM (MS4) PROGRAM**
Environmental Scientist.
Lexington-Fayette Urban County
Government, KY



**MS4 WATER QUALITY MONITORING
& AQUATIC TAXONOMY**
Senior Ecologist / Aquatic Taxonomist.
Louisville Metropolitan Sewer
District, Louisville, KY



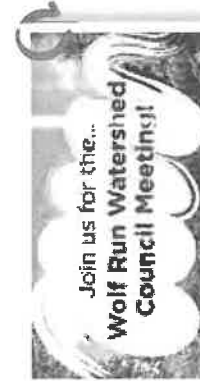
**MS4 AQUATIC MACROINVERTEBRATE
TAXONOMY & METRIC CALCULATION**
Senior Aquatic Taxonomist.
Northeast Ohio Regional Sewer
District, Cleveland, OH



**MS4 AQUATIC MACROINVERTEBRATE
TAXONOMY & METRIC CALCULATION**
Senior Aquatic Taxonomist.
Sanitation District No. 1,
Ft. Wright, KY



CANE RUN WATERSHED-BASED PLAN
Senior Ecologist/Aquatic Taxonomist.
Kentucky Division of Water,
Frankfort, KY



WOLF RUN WATERSHED-BASED PLAN
Senior Ecologist/Aquatic Taxonomist.
Lexington-Fayette Urban County
Government, KY

Education

MS in Biology, Morehead State
University, 1997
BS in Biology, University of
Kentucky, 1991

**Professional
Certifications**

SFS Taxonomic Certification
OH EPA Level 3 Qualified Data
Collector
WTI Certified Wetland Delineator

Key Tasks

- Macroinvertebrate Sampling
- Fish Sampling
- Aquatic Taxonomy
- Metric Calculation
- Stream Habitat Assessment
- Water Quality Monitoring
- Laboratory QA/QC

Scope Experience:

- ③ Water Quality
- ③ Data Analysis
- ② Macroinvertebrate Sampling
- ② Macroinvertebrate Identification
- ② Fish Sampling
- ② Fish Identification
- ② Habitat Evaluation
- ② Water Chemistry Sampling

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

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

be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

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

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

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

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

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Richard Walker, PE

March 20, 2025

Date

SELECTION CRITERIA:

- A. Hourly Rate 10 Points
- B. Specialized experience and technical competence of the person or firm 25 Points
- C. Capacity of the person or firm organization to perform the work. 15 Points
- D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
- E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
- F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

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

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

Affirmative Action Plan

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

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

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

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

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

PRIVILEGED AND CONFIDENTIAL

**AFFIRMATIVE ACTION PROGRAM
FOR
WOMEN & MINORITIES**

Tetra Tech, Inc



AFFIRMATIVE ACTION PROGRAM FOR WOMEN & MINORITIES

Contractor: Tetra Tech, Inc.

EEO Manager: Janet Brunner

CONFIDENTIAL TRADE SECRET MATERIALS

(Not for distribution except on a need-to-know basis.)

This affirmative action program contains confidential information that is subject to the provision of 18 U.S.C. 1905, *Chrysler Corp. v. Brown*, 441 U.S. 281, 19 FEP 475 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information is considered arbitrary and capricious and is in violation of the Administrative Procedure Act. See *CNA Financial Corp. v. Donovan* 830 F.2d 1132, 1144 and n. 73 (D.C. Cir.) certiorari denied, 485 U.S. 977 (1988). Copies of this affirmative action program and all related appendices, documents, and support data are made available on loan to the U.S. Government upon the request of said Government on the condition that the Government holds them totally confidential and does not release copies to any persons whatsoever. This affirmative action program and its appendices and other supporting documents contain much confidential information that may reveal, directly or indirectly, plans for business or geographical expansion or contraction. Pursuant to the Freedom of Information Act, this affirmative action program is exempt from disclosure, reproduction and distribution upon the grounds, among others, that such material constitutes 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (6); 2) confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. 552(b) (4); 3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (7) (C); and 4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b) (3). Notice is hereby given of a request that this Program be kept confidential.

Tetra Tech, Inc wishes to make it clear that it does not consent to the release of any information whatsoever contained in this affirmative action program under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this affirmative action program was loaned to such government, or is considering a request of this Program under the Freedom of Information Act, request is hereby made that the Government immediately notify Tetra Tech, Inc and its counsel of any and all Freedom of Information Act requests by the government or any other contemplated release of this Program by the Government that relates to information obtained by the Government. Tetra Tech, Inc further requests that everyone who has any contact with this affirmative action program and its supporting appendices, documents and other data treats such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

INTRODUCTION

Tetra Tech, Inc develops an annual affirmative action program as one of several tools to implement the affirmative action policies effectively. The form, language and analysis of the program necessarily complies with the requirements of 41 CFR 60-2, et seq. (affirmative action programs) and other regulations established pursuant to the provisions of Executive Order 11246 and all other civil rights related laws and regulations that have or may be enacted, as amended. Accordingly, terminology such as "problem areas" and "utilization analysis" appearing in this affirmative action program is that which the organization is required to use by these regulations. The criteria used in relation to these terms are those specified by the Government. These terms have no independent legal or factual significance whatsoever. Although Tetra Tech, Inc uses this terminology and methodology in connection with this affirmative action program and the affirmative action policies, such usage does not necessarily signify that the organization agrees that these terms properly apply to any particular factual situation.

Information regarding identifiable individuals is private and confidentially maintained. Everyone who has official access to confidential data will exercise every precaution to protect this information.

DESIGNATION OF RESPONSIBILITY

41 CFR Section 60-2.17(a), 60-2.10(b)(2)(i)

Dan Batrack, CEO, has overall responsibility for implementation of the Equal Employment Opportunity Policy. Janet Brunner, Equal Employment Opportunity Manager, assumes the responsibility for the development, implementation and monitoring of the affirmative action program, which includes all those positions located in subordinate and/or lower-level establishments for which the selection decisions are made at the corporate level.

Responsibility for the implementation and monitoring of the affirmative action program rests with the EEO Manager, whose responsibilities include but are not limited to the following:

1. Developing policy statements and affirmative action programs.
2. Developing internal and external communication procedures when appropriate.
3. Developing an internal audit and reporting system that:
 - a. Identifies areas that require remedial action, and develops programs to correct those problem areas.
 - b. Determines the degree to which the goals and objectives are reached.
4. Monitoring the following internal practices:
 - a. Proper display of EEO posters and policies.
 - b. Full participation of minority, female, and disabled employees in all Tetra Tech, Inc sponsored educational, training, recreational, and social activities.
5. Assisting management in solving any identified problems. It is the responsibility of department heads, managers, and supervisors to provide the EEO Manager with such information and/or statistical data as is necessary to measure progress toward the attainment of goals and to assure good faith efforts to implement the affirmative action program. Such information and/or statistical data are used to set reasonable placement goals.
6. Keeping management informed of the latest developments in the equal employment opportunity area.
7. Assisting employees in solving problems and resolving EEO complaints.
8. Serving as a liaison between Tetra Tech, Inc and appropriate women and minority groups.
9. Serving as a liaison between Tetra Tech, Inc and appropriate EEO enforcement agencies.

IDENTIFICATION OF PROBLEM AREAS

41 CFR Section 60-2.17(b)

As part of the monitoring practice, an analysis of personnel matters is conducted. The following items are considered:

1. Composition of the workforce by minority group and sex. Good faith placement goals are established where necessary.
2. Composition of applicant flow by minority group and sex. Corrective action is taken when appropriate whenever the referral ratio of women and minorities indicates a significantly higher percentage is being rejected as compared to non-minority and male applicants.
3. Compensation system. Tetra Tech, Inc evaluates its compensation system to determine whether there are gender, race or ethnicity-based disparities. The purpose of the analysis is to identify potential areas where impediments to equal employment opportunity may exist. Disparities alone do not necessarily indicate a problem area; there may be many non-discriminatory reasons for a disparity.
4. Selection process. The selection process includes: position descriptions, titles, application forms, pre-employment forms, interview procedures, test validity and administration, referral procedures, final selection process and similar factors. The application and related pre-employment forms are in compliance with federal guidelines, and position descriptions accurately reflect actual duties and responsibilities.

The following areas are reviewed annually to ensure the success of this affirmative action program:

- Transfer and promotion practices,
- Facility and Tetra Tech, Inc sponsored recreational, social and educational events,
- EEO posters,
- Policy statements,
- Training Programs, and
- Suitable housing and transportation does not inhibit recruitment efforts and employment of minorities.

ORGANIZATIONAL PROFILE

41 CFR Section 60-2.11

Organizational Display

The Organizational Display is a detailed presentation of the Tetra Tech, Inc. organizational structure. It identifies each organizational unit and shows the relationship to other organizational units.

An organizational unit is any component part of the Tetra Tech, Inc. corporate structure. It might be a department, division, section, branch, group, project team, job family, or similar component. This includes an umbrella unit (such as a department) that contains a number of subordinate units, and it separately includes each of the subordinate units (such as sections or branches).

For each organizational unit, the organizational display includes the following:

1. The name of the unit;
2. The job title, gender, race, and ethnicity of the unit supervisor(s) (if the unit has a supervisor);
3. The total number of male and female incumbents; and
4. The total number of male and female incumbents in each of the separate minority groups.

The total number of incumbents in each minority classification is given for each job title. All job titles, including all managerial job titles, are listed.

WORKFORCE BY JOB GROUP
41 CFR Sections 60-2.12, 60-2.17(b)(1)

The Job Group Analysis groups jobs with similar content, wage rates, and opportunities into job groups. This analysis includes a list of the job titles that constitute each job group.

PLACEMENT OF INCUMBENTS IN JOB GROUPS
41 CFR Section 60-2.13

Tetra Tech, Inc states separately the percentage of minorities and the percentage of women it employs in each job group established pursuant to Sec. 60-2.12.

WORKFORCE BY JOB GROUP - ANNOTATIONS
41 CFR Section 60-2.1e

Tetra Tech, Inc. prepares a separate Job Group Annotations report, which lists employees who are included in an affirmative action program for an establishment other than the one in which the employees are located, and identifies the actual location of such employees.

EVALUATION OF PERSONNEL ACTIVITY
41 CFR Section 60-2.17(b)(2)

Tetra Tech, Inc. evaluates personnel activity to determine whether there are selection disparities.

DETERMINING AVAILABILITY

41 CFR Section 60-2.14

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of the incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

Tetra Tech, Inc. separately determines the availability of women and minorities for each job group. To determine availability, Tetra Tech, Inc. considers the following factors:

1. The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question. 41 C.F.R. 60-2.14(c)(1).

Factor 1a considers the percent of women and minorities with requisite skills in a local recruitment area. The most current U.S. Census data is used to derive the availability of women and minorities. If this factor is used, it is because Tetra Tech, Inc. recruits, and many of its applicants live within the local recruitment area, or because we plan on recruiting in this region in the future. Any recruitment practices unique to a job group are noted on the Availability Analysis.

2. The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees within the contractor's organization who could, with appropriate training that the contractor is reasonably able to provide, become promotable or transferable during the AAP year. 41 C.F.R. 60-2.14(c)(2).

Factor 2a considers the percentage of women and minorities promotable and transferable within the contractor's organization. If this factor is chosen, it is because we fill positions by recruiting from within the workforce either through promotions or transfers. Internal applicants normally apply for these positions. Any recruitment practices unique to a job group are noted on the Availability Analysis.

PLACEMENT GOALS - COMPARING INCUMBENCY TO AVAILABILITY
41 CFR Section 60-2.15

Tetra Tech, Inc compares the percentage of women and minorities in each job group determined pursuant to Sec. 60-2.13 with the availability for those job groups determined pursuant to Sec. 60-2.14. When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, a placement goal is established in accordance with Sec. 60-2.16.

PLACEMENT GOALS

41 CFR Section 60-2.16

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. Placement goals are also used to measure progress toward achieving equal employment opportunity.

The establishment of a goal under Sec. 60-2.15 is neither a finding nor an admission of discrimination.

Where, pursuant to Sec. 60-2.15, a placement goal for a particular job group is established, a percentage goal is equal to the availability figure derived for women or minorities, as appropriate, for that job group.

In establishing placement goals, the following principles from Sec 60-2.16(e) also apply:

1. Placement goals are neither rigid or inflexible quotas, nor are they considered to be either a ceiling or a floor for the employment of particular groups.
2. All employment decisions are made in a nondiscriminatory manner. Placement goals are not used to extend a preference to any individual, select an individual, or adversely affect an individual's employment status on the basis of that person's race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
4. Placement goals are not used to supersede merit selection principles.

ACTION ORIENTED PROGRAMS

41 CFR Section 60-2.17(c)

Tetra Tech, Inc develops these action-oriented programs to correct any problem areas identified in the Identification of Problem Areas 41 C.F.R. Section 60-2.17(b) and to attain established goals and objectives.

THE SELECTION PROCESS

1. At least annually, a detailed analysis of position descriptions is conducted to ensure that they accurately reflect position functions.
2. Job requirements are validated by division, department, location or other appropriate organizational units. Special attention is given to academic, experience, physical, and skill requirements to ensure that the requirements themselves do not constitute inadvertent discrimination. Job specifications are free from bias in regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disabled or veteran status, except where there is a bona fide occupational qualification. Job requirements are validated when the number of individuals from a particular race or gender group is disproportionately selected as determined by Impact Ratio studies.
3. Position descriptions and specifications are distributed to recruiting sources and members of management involved in the recruiting, screening, selection, and promotion processes.
4. Selection processes are evaluated at least annually to ensure that they are nondiscriminatory.
5. Individuals who have a role in the selection process are chosen with special care given to their qualifications for such roles and are provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

RECRUITMENT

Any one or all of the following techniques are used to improve recruitment and increase the flow of minority or female applicants:

1. Linkage with recruiting sources, which may include briefing sessions, plant tours, presentations by minority and female employees, and full descriptions of appropriate job openings and the selection process;
2. Encouragement of minority and female employees to refer qualified applicants;
3. Inclusion of women and minorities on the personnel staff;
4. Minority and female participation in career days, youth motivation programs and other similar programs in the community;
5. Minority and female participation in "job fairs;"
6. Active recruiting at various training institutions, especially those that have high minority and female enrollments; and
7. Expansion of help-wanted advertising to include the minority news media and women's interest media.

PROMOTIONS

Any one or all of the following techniques are used to improve promotional opportunities for minority and female employees:

1. Posting or general announcement of all appropriate job openings;
2. Assessment of current female and minority employees' academic, skill and experience levels;
3. Provision of job training and work-study programs;
4. Completion of performance appraisals;
5. Validation of job specifications;
6. Justification by supervisors when apparently qualified minority or female employees are passed over;
7. Establishment of career counseling programs, which may include attitude development, education aid, job rotations, buddy systems and similar programs;
8. Ongoing review of seniority practices in clauses and contracts to ensure that they are nondiscriminatory; and
9. Review of all company-sponsored recreational and social activities to ensure that they are desegregated.

INTERNAL AUDIT AND REPORTING SYSTEMS

41 CFR Section 60-2.17(d)

Monitoring and reporting procedures are developed to evaluate the extent to which the goals of the affirmative action program are being met. Tetra Tech, Inc takes the following measures:

1. Information on race and sex is obtained when an application for a position is submitted.
2. An Adverse Impact (Impact Ratio) Analysis is performed when sufficient data exists on applicants, hires, promotions, and terminations to ensure compliance with the Uniform Employment Selection Guidelines.
3. Any training programs are analyzed regularly to eliminate potential discrimination in participation rates.
4. Any tests administered are routinely analyzed to uncover potential discrimination in grading scores or test results.
5. Compensation practices are reviewed at least annually for wage discrepancies.
6. The Availability Analysis for women and minorities is reviewed and good faith placement goals are established when necessary.
7. Progress toward established goals is reviewed at least annually for possible adjustments to employment practices.
8. Internal reporting is prepared as needed to determine why goals were not met.
9. Results of the affirmative action program are reviewed with all levels of management.
10. Top management is informed on a regular basis of the effectiveness of these policies and any recommendations for improvement.

GOALS PROGRESS
41 CFR Section 60-2.16, 60-2.17(d)

Tetra Tech, Inc. monitors progress toward goals.

RELIGION AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES
41 CFR Section 60-50

Tetra Tech, Inc reaffirms its policy to afford equal employment opportunity to all individuals. Neither national origin nor religion is a factor in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure that religion and national origin are not used as a basis for employment decisions:

1. Employment practices are reviewed to ensure that members of particular religious and/or ethnic groups are given equal employment opportunities.
2. All employees, including supervisors, managers, and executives are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
3. Recruitment sources are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
4. Internal procedures exist to implement equal employment opportunity without regard to national origin or religion.

ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND PRACTICE
41 CFR Section 60-50.3

The religious observances and practices of employees are accommodated by Tetra Tech, Inc, except where such accommodation would cause undue hardship on the conduct of business. The accommodation offered is determined by considering business necessity, financial expense and any personnel coverage problems that may result.

NONDISCRIMINATION

41 CFR Section 60-50.5

Tetra Tech, Inc does not discriminate against any qualified employee or applicant because of race, color, sex, sexual orientation, gender identity, age, disabled, or veteran status in implementing the policy concerning nondiscrimination based on religion or national origin

WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (Not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1846	1028	476	63	46	34	26	1	1	74	53	4	2	18	20	1222	624
Professionals	5623	2509	1562	264	218	173	134	10	6	287	196	14	17	128	105	3385	2238
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	219	108	8	53	2	14	0	1	1	22	3	2	0	4	1	204	15
Technicians	1017	528	144	116	32	68	6	7	3	31	13	12	1	43	13	805	212
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	833	88	272	55	107	40	141	1	7	10	45	2	2	14	49	210	623
Skilled Craft	51	29	0	11	0	6	0	0	0	2	0	1	0	2	0	51	0
Service/Maintenance	8448	1660	906	445	190	2389	1940	11	3	31	14	35	16	469	339	5040	3408
Total	18037	5950	3368	1007	595	2724	2247	31	21	457	324	70	38	678	527	10917	7120

Richard W. Walker

Prepared by: Richard Walker, PE - Vice President **Date:** 03 / 20 / 2025

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

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

1. His/her name is Richard Walker, PE and he/she is the individual submitting the proposal or is the authorized representative of Tetra Tech, 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."

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.

Continued on next page

Further, Affiant sayeth naught.

Richard W. Walker

Richard Walker, PE

STATE OF Kentucky

COUNTY OF Fayette

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

by Richard Walker on this the 14th day
of March, 2025.

My Commission expires: 04-24-2028

NOTARY PUBLIC, STATE AT LARGE

Mary L Corbitt



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.

Richard W. Walker

Signature

Richard Walker, PE

Tetra Tech, Inc.

Name of Business

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

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

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

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

Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

Street

City

Zip

Contact Name: Richard Walker, PE

Title: Vice President

Telephone Number: 859.619.8013

Fax Number: 859.224.1025

Email address: Richard.Walker@tetrattech.com

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the

Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 1-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Third Rock Consultants 2526 Regency Road, Suite 180 Lexington, KY 40503 859.977.2000 mforee@thirdrockconsultants.com	WBE	Water Quality Monitoring and Analyses	TBD After refinement of the scope of work	40% (estimated)
2. Salt River Engineering 108 West Poplar Street Harrodsburg, KY 40330 connie@saltrivereng.com	Veteran-Owned	Technical Support	TBD After refinement of the scope of work	3% (estimated)
3.				
4.				

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

Tetra Tech, Inc.

Company

03/20/2025

Date

Richard W. Walker

Company Representative Richard Walker, PE

Vice President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 01-2025

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

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

Tetra Tech, Inc.

Company

3/20/2025

Date

Richard Walker, PE

Company Representative

Vice President

Title

Richard W. Walker



LEXINGTON

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

Proposer Name:	<u>Tetra Tech, Inc.</u>	Date:	<u>03/20/2025</u>
Project Name:	<u>MS4 Annual Program Management Services</u>	Project Number:	<u>#01-2025</u>
Contact Name:	<u>Richard Walker, PE</u>	Telephone:	<u>859.619.8013</u>
Email:	<u>Richard.Walker@tetrattech.com</u>		

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

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

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

Is the Bidder/ Proposer a certified firm? No ☒ Yes ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

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

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

**Third Rock Consultants
Salt River Engineering
Magna Engineers**

Note: Tetra Tech is a global engineering firm that delivers innovative solutions on over 110,000 projects annually. We are committed to partnering with small businesses and routinely engage minority-owned, veteran-owned, and small businesses as subconsultants on our projects. Rather than providing an exhaustive list, we have included the firms with whom our Kentucky office has most frequently collaborated over the past two years.

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

No ☐ Yes ☒

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

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

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

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

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

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

- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

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

N/A

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

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

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

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

Tetra Tech, Inc.

Company

March 20, 2025

Date

Richard Walker, PE

Company Representative

Vice President

Title

Richard W. Walker

GENERAL PROVISIONS

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

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

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

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.**
19. **If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.**

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature
Richard Walker, PE

March 20, 2025

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2024

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corp 15105 INSURER B: American International Group UK Ltd AA1120187 INSURER C: Allied world Surplus Lines Insurance Co 24319 INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 570108397090 REVISION NUMBER:

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

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Tetra Tech, Inc. 424 Lewis Hargett Circle, suite 110 Lexington KY 40503 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : 179

Certificate No : 570108397090



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2024

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).

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Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>	Tetra Tech, Inc. 424 Lewis Hargett Circle, Suite 110 Lexington KY 40503 USA
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Holder Identifier : 179

Certificate No : 570108397090

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM No. 1

RFP Number: **1-2025**

Date: March 14, 2025

Subject: MS4 Program Manager

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

Please see the attached questions and answers.

The selection criteria shown will be what is used for the selection process disregard the criteria shown earlier in the rfp documents.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

SIGNATURE OF BIDDER: Richard W. Walker



MS4 Program Management Pre-Proposal Meeting

Location: LFUCG Division of Water Quality, North Elkhorn Conference Room

Date & Time: March 10, 2025, at 10:00 a.m.

The following three questions were raised in the meeting:

- 1) Division of Water and EPA inspections were mentioned in the scope of services, is construction oversight inspection part of the program management services?
 - a. On rare occasions, program managers will be involved in construction site visits if something unusual is coming up that DWQ would like to collaborate on. Program management is currently involved in verifying vegetative cover for RMP projects.
- 2) What is the frequency of Division of Water MS4 permit inspections?
 - a. Audits of the MS4 program by the Division of Water are typically every 2 years but have been lapsing.
- 3) What does community outreach look like?
 - a. The Division of Environmental Services collaborates with Division of Water Quality to achieve this permit requirement. They initiate or gather information on several routine activities throughout the year.

The deadline for questions was noted inaccurately as March 19th in the pre-proposal meeting but should be March 13th at 3:00 p.m. as recorded in Ion Wave.

MS4 Program Management Pre-Proposal Meeting: March 10, 2025

[illegible]

Selection Criteria

Firms or teams shall submit one (1) electronic version of their proposal through Ion Wave. The proposal shall include a Letter of Transmittal, along with tabbed dividers for each of the seven selection criteria listed below. An eighth tabbed divider may be used for the forms and signed affidavit required by this RFP. The selection criteria and points allocated to each criterion are as follows:

1. **Estimated Cost of Services (20 pts):** Submitted schedule of hourly rates for all job titles and all employees of the Consultant who are expected to bill hours to any task described in the scope of services. Submitted hourly rates shall be firm prices for the first 2 years of the Procurement Contract. After 2 years, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per 2-year interval. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts. Price increases must be approved by the Lexington-Fayette County Government before they can be applied to the contract.
2. **Submitted schedule of laboratory fees for the analytes listed in the current MS4 Permit.** (The final contract price will be negotiated and determined after refinement of the scope in the initial scoping meetings.)
3. **Specialized Experience and Technical Competence (15 pts):** Proven experience and competence of the persons or firm(s) (including a joint venture or association) with the type of service requested. The proposal should clearly identify the person(s) to serve as Project / Program Manager, as well as the Principal Project Engineer(s).
4. **Demonstrated Capacity of the Person or Firm To Perform the Work (15 pts):** Demonstrated capacity of the person or firm(s) to perform the work, including any specialized services, within the time limitations.
5. **Past Record and Performance (15 pts):** Past record and performance on contracts with the Lexington-Fayette Urban County Government or with other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules.
6. **Familiarity with the Details of the Project (20 pts):** Familiarity with the details of the project, including KPDES Phase I MS4 Permit and SWQMP.
7. **Degree of Local Employment (15pts):** Degree of local employment to be provided by the person, firm, or team in the performance of the contract. Local employment shall be defined as being located in the counties served by the Bluegrass Area Development District (see BGADD.org for a complete list).

EXHIBIT D

**Further Description of Basic
Engineering Services and
Related Matters**

