

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Tetra Tech** with offices located at 414 Hargett Circle, Suite 110, Lexington, KY 40503 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #38-2025 **North Elkhorn PS WWS Tank** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.** **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Incorporated Documents

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

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #38-2025 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**’s response to RFP #38-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #38-2025, **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 from the **OWNER**, **CONSULTANT** shall:

- 1.3.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2.** The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #XX-2024, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4.** The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If 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 provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2.** **In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.**
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (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 ensure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #38-2025



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #38-2025 Design and Preparation of Contract Documents and Services During Construction**

North Elkhorn Pump Station and Wet Weather Storage

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 **November 13, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

There will be a preproposal meeting on October 16, 2025, at 1:30 PM EST located at 125 Lisle Industrial Avenue Lexington, Kentucky.

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.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) 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 work-force 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.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

See the proposal requirements section for selection criteria.

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 regarding this RFP shall be addressed through:
<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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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 PROCUREMENT
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**

The Lexington-Fayette Urban County Government has 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.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

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 (TSMSSDC)
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 MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

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



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. 

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

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



**Request For Qualifications and Proposals Design and Preparation of Contract Documents and Services During Construction
North Elkhorn Pump Station and Wet Weather Storage
RMP Project Number: NE-01
LFUCG Bid Number 38-2025**

Request For Fee Proposal

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), is requesting a Statement of Qualifications and Fee Proposal for professional engineering services related to Design, Services During Bidding, Resident Observation services, and Contract Administration through construction, for the North Elkhorn Pump Station and Wet Weather Storage facilities, hereinafter referred to as the NE3PS Project. This Request for Proposal (RFP) clarifies the description of work and schedule for the Design Consultant. The DWQ will select the Design Consultant based on qualifications and ratings as defined in the "Design Consultant Rating Criteria" Section on Pages 6 and 7.

Background and Project Description

Lexington currently operates two Class A sanitary pumping stations in the North Elkhorn Sewershed:

- North Elkhorn #1 (NE1) – located at 2201 Elkhorn Road, it is the primary station that delivers flow to Town Branch WWTP.
- North Elkhorn #2 (NE2) – located at 2589 Winchester Road, it delivers flow to NE1.

In accordance with Section VII, paragraph G of the Consent Decree, DWQ has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Enforcement (DOE) its Remedial Measures Plan (RMP), Groups 1, 2, and 3. The Group 3 RMP



calls for construction of a Wet Weather Storage facility serving the NE1 pump station. Lexington is expanding the scope of this RMP project to accommodate both the Consent Decree and recent expansion of the service area. This expanded scope is described below and is known as the NE3PS Project with construction completion by the following date:

- NE3PS (RMP Reference: NE-01) Construction Completion – End of 2028

The proposed design of NE3PS will incorporate the required components for a Class A Pump Station per LFUCG's Pump Station Manual and will be located per the attached map. This proposed site is located in the rear of 1941 Hume Road, Lexington, KY 40516, along Interstate 64 and access road off Hume Road.

The NE3PS will be designed to pump wastewater flows up to the design 2-year, 24-hour storm event per the future conditions model. The proposed facility improvements consist of a dry weather (duty) pump station (DWPS), wet weather pump station (WWPS) including a diversion structure (DS), wet weather storage tank (WWS) along with the required conveyance improvements (approximately 4,600 LF 30-inch PVC force main and 5,200 LF of 48-inch PVC gravity trunk sewer).

The existing North Elkhorn #1 Pump Station (NE1) currently receives flow from an influent trunk sewer and the North Elkhorn #2 pump station (NE2) 24-inch force main. The proposed North Elkhorn 3 Pump Station will be a regional facility, will eliminate NE1, have the capacity to eliminate NE2, and will be located approximately 1 mile downstream along the North Elkhorn Creek at the lowest point of the expansion area water/sewershed and where the creek crosses under I-64. A new 48-inch trunk sewer will convey the flow from NE1 to NE3PS. The existing NE1 structure will be evaluated for repurpose as part of a separate contract. . The new NE3PS DWPS will have an initial capacity of 18 mgd but designed to be expandable to convey 23 mgd in the future as development and Lexington grows. The DWPS will be accompanied by a 22 mgd WWPS and a minimum 9.25 MG above ground, prestressed, concrete WWS tank with a dome cover. An internal DS included in the facility will initially divert flows above 18 mgd into the WWPS to be conveyed to the WWS tank. Once NE3PS is expanded to 23 mgd the DS settings will be modified to accommodate the additional DWPS capacity while still diverting the peak wet



weather flows (PWWF) to the WWPS filling the WWS tank. The WWPS will also be expandable from 22 mgd to 27 mgd to accommodate full development and build out of the area.

Per the updated CAP modeling a DWPS capacity of 18 mgd and a WWPS capacity of 22 mgd is required. As mentioned above, the proposed NE3PS includes both a (duty) dry weather and wet weather pumps (WWP) and wet wells. A 42-inch diameter force main will be required to maintain acceptable velocities in the force main between the WWPS to the WWS tank. This results in a maximum velocity of 4.34 fps at peak flow. A 30-inch force main will be required to maintain acceptable velocities in the force main between NE3PS DWPS and the existing NE1 force main.

The Design Consultant shall utilize LFUCG’s “Sanitary Sewer and Pump Station Manual 2009” issued January 2009 along with “Sanitary Sewer and Pump Station Manual Amendment No. 1” Issued October 2018 and “Sanitary Sewer and Pump Station Manual Amendment No. 2” Issued December 2020 in the preparation of all deliverables. Any deviations in the requirements noted in this Request for Proposal and other LFUCG Technical Memorandum or Documents shall be reported to LFUCG immediately for clarification. LFUCG reserves the right to wave any requirements listed within the Manual. The manuals can be found at the link below, under Planning and project design. <https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects> or scanning the QR code:



Questions regarding the scope of the project shall be submitted through the LFUCG IonWave questions portal.

Design Consultant Rating Criteria



DWQ plans to select the most responsive and qualified firm based on the following rating criteria and weighting scale:

- **Proposed Fee (10 Points)**, 3 pages maximum
 - a. Representative of the services required for each Task.
 - b. Demonstrates Design Consultant's familiarity with the Scope of Services.
 - c. Fee Proposal sheet shall be completed and submitted with proposal.
- **Degree of local employment (Bluegrass ADD counties) (10 Points)**
 - a. More points for awarded for % of team withing BGADD District.
- **Past performance on projects similar in scope or complexity (30 Points)**, 5 pages maximum
 - a. For the past five (5) year period, the ability to design projects within specific project budgets and schedules.
 - b. Provide a list of minimum three (3) similar projects over the past ten (10) years including Project Name, Description, Total Construction Cost, Client Contact Information, and the Date the Project was Substantially Completed.
 - c. Knowledge and experience with DWQ's Standards and Manuals and Record of compliance with LFUCG and other regulatory agencies will be awarded more points.
- **Project Manager experience and capability (25 Points)**, 2 pages maximum
 - a. Ability to manage design activities on projects similar in scope and magnitude.
 - b. Knowledge and understanding of applicable Codes, Standards, and other design requirements.
 - c. Past performance with LFUCG/DWQ.
 - d. Ability to effectively communicate, respond, and relay critical project information to the Project Team.
 - e. The Project Manager's name and information shall be included on the Fee Proposal sheet.
- **Project Team experience and capability (25 Points)**, 5 pages maximum (not including resumes)
 - a. Provide org chart with names, disciplines, firm association, and office



locations.

- b. Knowledge and experience of the Process Mechanical technical lead(s).
- c. Knowledge and experience of instrumentation and controls (I&C) technical lead(s).
- d. List quality assurance and quality control methods and procedures.
- e. Number of years the firm(s) have been in business.
- f. Location of project team offices relative to the Project Site.
- g. Equal employment opportunity regulations, policies, and procedures.
- h. One-page resumes of key project team.



Scope of Services

With respect to the proposed improvements, the following professional services are required and shall be included in Design Consultant's scope and lump sum price.

Task 1: Site Evaluation – Tree Survey (If required)

1. The Design Consultant shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffee tree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees. The deliverable for this item shall be TM No. 1.

Task 2: Preliminary Design and Field Evaluation

1. Lexington has engaged Banks Engineering to conduct the field surveying necessary to prepare exhibits for easement acquisitions and fee simple property acquisition. Their proposed scope of work includes the development of a preliminary pipeline alignment. Proposers for this RRP should familiarize themselves with that scope of work and the finished work products to avoid duplication of work / conflicts with acquired right of way.
2. Provide Kentucky Licensed Surveyor to perform a field topographic survey of the NE3PS project to include the following elements at a minimum:
 - a. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.



- b. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
 - a. Notwithstanding requirements noted herein, provide adequate field surveying service to prepare design documents in accordance with LFUCG's "Sanitary Sewer and Pump Station Manual" including Amendments No.1 and No. 2.
 - b. Location of any above-ground utilities as needed for this scope of work.
 - c. Location and elevation of any underground utilities Design Consultant to provide ground-penetrating radar, vacuum excavation, or similar locating services for any critical existing underground piping, utilities, or other structures which require verification for design and construction as listed in the scope of work. (See "Allowance: Location of Underground Utilities" on the "Propose Fee" worksheet). Costs for work items covered under the Location of Underground Utilities Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.
 - d. Topographic grade shots as required for generation of final grading plan with min. +/- 6" contours.
 - e. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet and at least one located near the PS site. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
 - f. ROW and any structures or features including the final FM connection manhole between the proposed PS and final MH.
 - g. Engineer of Record shall initiate conversations with all utilities (including LFUCG Division of Engineering) at the 30% design. Engineer shall coordinate a meeting with all utilities to discuss conflicts and schedules.
3. The Design Consultant shall carry an allowance for this work as shown on the "Fee Proposal" form. Costs for work items covered under the Geotechnical Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.



- a. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable for this item is a memorandum.
- 4. The Design Consultant shall prepare two (2) 60% Preliminary Design Packages (unless otherwise notified by LFUCG-DWQ) to include the following:
 - a. Draft 60% contract drawings including preliminary drawings of all project components listed herein.
 - b. Design of a Class A Pump Station, gravity sewer, and force main.
 - c. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60% milestone; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
 - i. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.
 - ii. Demolition Plan(s) and Notes
 - iii. Mechanical Process Drawings and Detail(s)
 - iv. Electrical Power and Control Drawings
 - v. Structural Drawings and Details
 - vi. Conduit and Cable Schedule(s)
 - vii. Process and Instrumentation Drawings
 - viii. Instrumentation Specifications and Instrument List(s)
 - ix. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
 - x. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
 - d. Draft revised controls/ operations plan (See LFUCG's "Guidance for Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures" issued May 2016).
- 5. Prepare 60% Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid



projects, and/or a third-party construction cost database service such as RS Means™).

6. Odor control shall be a wet scrubber with activated carbon for polishing at pump station site and oxygen injection for the force main.

Notes:

1. The Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the recommended preliminary alignment, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".
3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. Design Consultant will make a recommendation to DWQ for appropriate tunneling methods. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Design Consultant will be responsible for incorporating into the Contract Documents.

Final design will not be authorized until the 60% design submittal is complete and accepted by DWQ. The Design Consultant is advised that DWQ will provide Standard Form Contract Documents (CSI Format) for this project.

Task 3: Final Design

Final Design shall include but not be limited to the following:

1. Prepare Contract as described above including (as appropriate) Contract Documents, including the Contract Drawings and Specifications, to be submitted at 90% and 100% (Bid Documents) milestones; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
 - a. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.



- b. Demolition Plan(s) or Notes
 - c. Site Piping and Utility Plans (Max. Scale 1" = 20')
 - d. Plan-Profile Drawing(s)
 - e. Tunneling profile information and Summary Table
 - f. Erosion and Sediment Control Plan(s)
 - g. Traffic Control Plan(s) as required.
 - 1. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
 - h. Detailed Grading Plan
 - i. Site Paving Plan and Details
 - j. Site Piping Details
 - k. Mechanical Process Drawings and Detail(s)
 - l. Electrical Power and Control Drawings
 - m. Grounding Plan(s)
 - n. All Structural Drawings and Details
 - o. Conduit and Cable Schedule(s)
 - p. Process and Instrumentation Drawings
 - q. Instrumentation Specifications and Instrument List(s)
 - r. PLC Cabinet Installation or Modification Details
 - s. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
2. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.
 3. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 2.
 4. Design for odor control as directed by Lexington's Odor Control Manager..



5. The Design Consultant will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
6. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
7. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
8. Contract Drawings shall include the design and preparation of Project Specific Notes and any details (stream crossings, etc.) required for construction.
9. Prepare, submit, and revise the required Erosion and Sediment Control (ESC) Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPP shall be submitted to LFUCG for approval prior to Task 4.
10. Prepare Maintenance of Traffic (MOT) Plans, as required for the project, and submit to KYTC District 7 for Encroachment Permit approval and/or LFUCG Division of Traffic for approval prior to Task 4.
11. Prepare and submit application(s), and secure all required permits and approvals (i.e., KDOW, KYTC Encroachment, LFUCG, Kentucky Housing and Building, Windstream, and others as required).
12. Review and make recommendations for changes to DWQ Standard Contracts as provided. Prepare Bid Proposal and Wage Rate sections (if required) of Contract Documents.
13. Prepare Final Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, tank manufacturer's budgetary cost estimates, and/or a third-party construction cost database service such as RS Means™).
14. Finalize coordination with all utility companies (including LFUCG Division of Engineering) and regulatory agencies as required for this project. This shall include acquiring existing utility mapping, notifying utilities of conflicts, scheduling relocations ahead of initiation of construction, and other activities required for the successful construction of the project.



15. Meetings: The Design Consultant will prepare for review by the DWQ Project Manager meeting agendas and meeting summaries. As a minimum, Design Consultant shall plan for and attend the following meetings:
- a. Kick-off meeting and site walk-through (1 meeting)
 - b. Monthly Progress Meetings (one per month minimum, assume 12 meetings)
 - c. Two meetings, one each to review 60% and 90% deliverables. (2 meetings)
 - d. One additional meeting to review the Contract Documents (Drawings and Technical Specifications) (assume 1 meeting)
 - e. One general stakeholder/meeting. (1 meeting).
16. Task 3 Deliverables
- a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification.
 - b. Geotechnical Investigation – TM No. 2: Phase II Geotechnical Report
 - c. Geotechnical Investigation – TM No. 3: Phase III Geotechnical Report (if
 - d. required)
 - e. Final Design Contract Documents
 - f. Preliminary and Final Opinions of Construction Costs

Notes:

- 1. Drawings shall be prepared in either Revit or AutoCAD format and according to LFUCG Standards or otherwise discussed and approved by LFUCG-DWQ.
- 2. The Design Consultant shall complete as much of the work as possible with in-house resources. Any subconsultants should be listed on the “Proposed Fee” form and Org Chart for any tasks which they will be completing.
- 3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
- 4. Design Consultant shall provide three (3) full-size sets and two (2) half-size sets of Drawings, three (3) sets of Specifications, one (1) digital file of AutoCAD Drawings and/or Revit model, and one (1) PDF of the Specifications of the final documents prepared for bidding and Construction (Conformed Documents). This



does not include sets required for KDOW or other regulatory agencies or working drawings used in progress meetings.

Task 4: Services During Bidding

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 4.

1. It is LFUCG-DWQ's intent to bid this project in one Contract.
2. Design Consultant shall submit reproducible Drawings, Specifications, and Contract Documents to the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (<https://www.lynnimaging.com/>)
3. In coordination with the DWQ Project Manager, conduct the Prebid conference meeting and prepare a meeting summary of the conference.
4. Respond to bidder, vendor, and subcontractor questions.
5. Prepare and distribute necessary Addenda.
6. Verify capacity (financial, workforce, experience per bid documents) of apparent low bidder to perform the specified work and provide a Certified Bid Tabulation (stamped and signed by EOR) and Recommendation of Award letter to LFUCG.
7. Create and complete the Conformed Documents for the awarded Contractor. Conformed Documents to include but not limited to incorporation of all addenda items addressed and issued during the bidding period.
8. All Addenda shall be included in the Conformed Documents.
9. Hard copy sets of all Confirmed Contract Documents shall be provided to the Owner and Contractor.
10. Task 4 Deliverables
 - a. Pre-Bid meeting agenda
 - b. Pre-Bid meeting notes
 - c. Bid addenda
 - d. Letter of recommendation
 - e. Conformed Documents (Hard copies and digital)



Task 5: Services During Construction

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 5.

1. In coordination with the DWQ Project Manager, conduct the pre-construction conference and prepare the summary of the conference.
2. Design Consultant shall assume Construction Administration (CA) for eighteen (18) months of construction.
3. Services During Construction shall include but not be limited to:
 - a. Review and processing of Shop Drawings.
 - b. Review and respond to Requests for Information (RFI).
 - c. Issue Field Orders on Work Change Directives as needed
 - d. Evaluation and recommendations for Change Requests.
 - e. Monthly Site Visits.
 - f. Monthly Progress Meetings for which the Consultant shall be responsible for Meeting Agendas, handouts, and Meeting Summaries.
 - g. Processing of Pay Requests and associated items for DWQ.
 - h. Final Inspection and preparation of punch list.
 - i. Project Certification
 - j. Project Closeout Documentation.
4. Prepare Record Drawings using post construction survey data provided by a surveyor licensed in the State of Kentucky. Incorporate this survey information into the drawings and provide them to LFUCG in both hard copy (reproducible format) and electronic format, compatible with LFUCG equipment and software. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
 - a. Engineer shall provide a copy of the licensed surveyor's resume upon request.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Provide an updated PS Facility Control/Operational Plan.



7. Provide an Operation & Maintenance Manual for all new equipment.
8. Complete all project closeout documents included in the RMP Project Closeout Checklist. (see checklist included as an attachment).
9. Task 6 Deliverables:
 - a. Record Survey and Record Drawings in electronic and hard copy formats.
 - b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
 - c. Project Certification
 - d. Project Closeout Documents / RMP Project Closeout Checklist.

Task 6: Kentucky Infrastructure Authority (KIA) Assistance

Lexington has secured a KIA SRF loan that is expected to fund 100% of the design and right of way acquisition costs with some portion remaining for construction. Referencing page 7 of the 2019 Borrower's Handbook – Kentucky Drinking Water and Clean Water State Revolving Fund (SRF) manual, Lexington has managed or will manage the following milestones:

- Invitation
- Load Application & Clearinghouse Review
- KIA Board Approval and Binding Commitment
- Enter into Assistance Agreement

The selected consultant will be required to manage all aspects of the remaining steps, as identified by the 2019 SRF manual. All direct engagement with KIA must be conducted with the full participation of LFUCG's Project Manager.

Task 7: Resident Project Representative (RPR)

Design Consultant is directed to provide full-time RPR services.

1. Provide full time Resident Observation on-site during working hours (40 hours per week) to monitor the work and verify compliance with the Contract Documents for a construction period of Eighteen (18) Months. Resident Project Representative (RPR)



- shall be approved by DWQ. The Fee proposal includes 2,080 hours for RPR on this project. The Fee proposal shall be completed with the RPR hourly rate and the total price for 2,080 hours. Note, the RPR shall be on site at all times Contractor is working and installing equipment.
2. RPR will complete and submit Digital Daily reports and Soil Erosion and Sediment Control Inspection Reports (to DWQ and others) documenting the work completed, weather conditions, construction manpower and equipment on-site, any visitors to the site, any defective or non-conforming work, and any test results, etc. via Procore, the Owner selected on-line platform. The RPR will also take daily digital photos of construction activities for inclusion in the daily report document.
 3. RPR will attend DWQ RPR and ESC Trainings within the past year prior to start of construction.
 4. The RPR will have access via a document management platform or always have hard copies of all Contract Documents readily available during working hours (to include construction Drawings, Specifications, addenda, shop drawing, RFI's, Permits, etc.).
 5. The Design Consultant shall provide RPR with a tablet or iPad (with data plan recommended) for use throughout the duration of Construction.
 6. The RPR shall have the responsibility and authority to immediately notify the Design Consultant's Project Manager and LFUCG's Program Manager in the event any defective or non-conforming work is discovered on-site.
 7. Other duties as directed by the Project Manager and Owner.



Schedule

The proposed schedule for NE3PS Project is as follows:

RFP Issued	October 10,2025
Pre-Proposal Meeting	October 16,2025 at 1:30pm at DWQ offices
Engineering Proposals Due	November 13, 2025 by 2:00pm (via IonWave)
Contract signed	December 9,2025
Kick off Meeting	December 18,2025
Preliminary / 30% Design Submittal	March 10,2026
60% Design Submittal	May 12, 2026
Contract Documents to KDOW (60%)	May 2026
90% Design Submittal	August 2026
100% Design Submittal	September 2026
Advertise for Bids	October 2026
Award Contract	November 2026 (Must award prior to Winter Recess 2026)
Construction Complete	July/August 2028



**Fee Proposal
NE3PS Project**

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	\$	
Task 2: Preliminary Design and Field Evaluation	\$	
Task 3: Final Design	\$	
Task 4: Services During Bidding	\$	
Task 5: Services During Construction (Assume 18 months)	\$	
Task 6: KIA assistance	\$	
Task 7: Resident Project Representative (assume 3,120 hours at \$ / hour)	\$	
Allowance: Location of Underground Utilities	\$15,000	
Allowance: Geotechnical Investigations	\$25,000	
Allowance: Printing and Permitting	\$5,000	
TOTAL LUMP SUM FEE	\$	

“” – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.*

Project Manager (Name) _____

Project Manager Office Address _____

Signed: _____

Title: _____

Firm: _____

Date: _____

All fees are Lump Sum for the NE3PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave.



Enclosures:

1. WWS/PS guidance document
2. Geotech Scope
3. Project Closeout Checklist
4. LFUCG Sanitary PS Manual <https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects> or scanning the QR code:



**LFUCG
GUIDANCE FOR DESIGN –
WET WEATHER
STORAGE TANKS, PUMP STATIONS,
AND FLOW DIVERSION
STRUCTURES**

May 2016

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1.0 General Information

These design guidelines shall be used by design consultants to prepare plans and specifications for the Wet Weather Storage (WWS) facilities associated with the Lexington-Fayette Urban County Government (LFUCG) Sanitary Sewer System and WWTP Remedial Measures Plans (RMPs). The RMPs were submitted to EPA as part of the LFUCG Consent Decree requirements. These design guidelines were developed to be applicable to all LFUCG WWS facilities; however, it is anticipated that some design features will be revised to accommodate individual project site conditions. Design guideline revisions may be included in a project-specific Wet Weather Storage Facility Concept Design Technical Memorandum (CDTM). The purpose of these design guidelines, along with standardized technical specifications developed by LFUCG, is to establish the following:

- Provide limiting values for design-related items that can be used by LFUCG and the Program Management Team (PMT) to evaluate and review project reports, design plans, and specifications.
- Provide a uniform design practice for design consultants associated with the design of WWS facility projects.
- Achieve operational consistency.
- Provide for replacement parts compatibility among all WWS facilities (i.e. pumps, instrumentation, electrical components, etc.).

The design guidelines described herein are intended to supplement existing LFUCG design standards and technical specifications, other applicable local, state, and federal codes, and design requirements, and the CDTM that will be part of each project's Request for Proposal (RFP). Recommendations from the design consultants regarding any proposed deviations or unforeseen issues associated with these design guidelines shall be presented to LFUCG for review and approval.

The storage volume for each facility has been determined using hydraulic modeling with a Year 2035 2-year, 24-hour design storm event and Capacity Assurance Program (CAP) surcharging criteria as described in the RMPs. Design consultants shall consider the potential impact on the facilities and related equipment of peak flows from storm events that exceed the design storm.

2.0 Wet Weather Storage (WWS) Tank Design Guidance

A. Storage Tank Operation

1. WWS facility operation is typically initiated by flow or level at a critical hydraulic location in the vicinity of the WWS facility. A diversion structure shall be used to divert excess flows to a WWS pump station or in some cases directly into the WWS tank by gravity. The diversion system (including pump station where applicable) must have the capacity to deliver the peak hourly flow to the

WWS tank. This flow rate will be provided to the design consultants in the project-specific CDTM.

2. Flow return to the sewer will typically be by gravity; however, pumping may be required for a WWS tank that fills by gravity. The flow return system shall be designed to empty the entire storage volume in 12 to 24 hours (or as directed in the project-specific CDTM) to a location downstream of the diversion structure at a rate that does not result in surcharging sufficient to cause CAP violations or to cause upstream flow to be diverted to storage. A level monitor shall be provided at the diversion structure to initiate diversion operations and control the return rate. Depending on sewer flow conditions, it may take longer than 24 hours to empty the WWS tank(s).

B. WWS Tank Layout Design Guidance

1. Tank Numbers, Volumes, and Locations

The RMPs identify the required storage volumes and approximate locations for each of the proposed WWS tanks within the LFUCG service area. This information shall also be provided to the design consultants in the project-specific CDTM, which will identify the number and size of tanks, phasing plan, general site location, diversion method, general piping routing, pumping systems, and other pertinent information.

2. WWS Tank Types

WWS tanks shall be designed as rectangular cast-in-place or circular pre-stressed concrete tanks unless otherwise indicated in the project-specific CDTM. In some cases, LFUCG may direct the design consultant to prepare construction drawings and specifications for both rectangular cast-in-place and circular pre-stressed concrete tanks for the purpose of obtaining alternate bids.

3. Tank Construction Companies (Pre-Stressed Concrete Circular Tanks)

WWS pre-stressed concrete circular tank selection shall consider the following tank construction companies:

- Crom Corporation
- Precon Tanks
- Preload, Inc.
- DN Tanks

Other pre-stressed concrete circular tank construction companies that can provide an equivalent product shall be considered to obtain competitive tank pricing. Circular pre-stressed tanks shall be AWWA D110 Type II or III tanks.

4. Tank Roof

- a. All WWS tanks shall be covered. Tank roofs shall be cast-in-place or precast concrete. Roofs for rectangular tanks shall be sloped sufficiently to drain. Roofs for circular tanks shall be domed.
- b. The design consultant shall refer to the project-specific CDTM for information related to tank roofs.

5. Tank Floor Elevation

- a. When determining tank floor elevations, the design consultant shall consider existing geotechnical conditions, the floor level in the pump station to achieve proper tank drainage, and area flood elevations. At locations where there are multiple tanks, the floor elevations of all tanks shall be the same, unless otherwise indicated in the project-specific CDTM.
- b. The design consultant shall refer to the project-specific CDTM for additional information related to the tank floor elevation.

6. Tank Floor Slope

The tank floor shall slope a minimum of three percent to a center drain and gravity effluent piping.

7. Tank Roof Vents

Tanks shall be properly vented for maximum filling and draining. Passive ventilation systems shall be adequately sized to accommodate filling and draining of the WWS tanks at maximum anticipated flow rates. The design consultant shall determine the required number, size, and locations of tank vents.

8. Tank Overflow System

- a. Tanks shall include an overflow system with a minimum of one or more internal overflow pipes per tank or tank compartment. The overflow piping system shall be located at the elevation of the tank's maximum storage volume. The overflow system piping shall be sized for the maximum pumping rate of the diverted flow. Overflows shall be routed back to the existing sewer system downstream of the diversion structure unless otherwise indicated in the project-specific CDTM.
- b. Overflow system piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy and ceramic epoxy interior lining.
- c. The design consultant shall refer to the project-specific CDTM for additional information related to the type, locations, and layout of the tank overflow piping system.

9. Tank Inlet, Transfer, and Dewatering Piping, Gates, and Valves

- a. The tank inlet, transfer and dewatering piping, gates, and valves shall be sized for the Wet Weather Storage Pump Station (WWSPS) firm capacity.
- b. Tank inlet piping shall be located at an elevation that maximizes the efficiency of the WWSPS pumps.
- c. If proposed WWS tanks have separate compartments, tank transfer piping, gates, and/or openings shall be designed to operate in parallel. If multiple tanks are proposed, tank transfer piping, gates, and/or openings shall be designed to allow the tanks to operate in either parallel or series, as defined in the project-specific CDTMs.
- d. Interior tank inlet and dewatering piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy, and ceramic epoxy interior lining.
- e. The design consultant shall refer to the project-specific CDTM for additional information related to the tank inlet, transfer, and dewatering system.

10. Tank Access

- a. Each tank shall have ground level watertight wall access manways equally spaced around the perimeter of the tank. For a circular tank the number of manways shall be determined based on the diameter of the tank with one manway per 50' in diameter and a minimum of three manways. For a rectangular tank, one manway shall be included in each tank wall. Wall-mounted manways shall be equipped with a watertight painted steel hinged door.
- b. Each manway shall have an aluminum landing, handrail, and staircase on the interior of the tank to allow access to the tank floor.
- c. Each tank shall have one 6-foot x 6-foot roof hatch. The hatch shall be installed with a rigid safety grate.
- d. An exterior ladder shall be installed for access to the roof and roof hatch. The ladder shall be caged and locked at the ground level with offset platforms meeting OSHA requirements.
- e. A handrail shall be installed around the perimeter of the tank roof.
- f. All personnel access points into the WWS tanks should be clearly marked that the internal portions of the tank are a "confined space." The design consultant shall refer to the project-specific CDTM for additional information related to tank access.

11. Tank Level Sensors

- a. Tanks shall have at least two level sensors to monitor the tank's water level, measure return flow volumes, and to stop the WWSPS pumps (or close an isolation valve for gravity-in facilities). Each tank shall also have one backup sensor to stop the WWSPS pumps should the primary level sensors fail.
- b. The design consultant shall refer to the project-specific CDTM for additional information related to the number and locations of tank level sensors.

12. Tank Coatings and Exterior Treatments

- a. The interior of WWS tanks (walls, floor, and roof) shall not require a coating.
- b. The exterior walls and roof of cast-in-place concrete and pre-stressed concrete tanks constructed above grade at wastewater treatment plants shall be coated with a twice rubbed finish followed by a paint coating. Paint color shall be selected by LFUCG.
- c. All WWS tanks that are not located at wastewater treatment plants shall have architectural finishes or treatments for the tank exterior, as per the project-specific CDTM.

13. Tank Odor Control

Odor control is not required for WWS tanks. Space for possible future odor control equipment along with duct connections for air withdrawal shall be provided.

14. Windows

Tank windows for concrete circular tanks shall be "eyebrow" type with polyester mesh screen. The number of windows shall be equal to the number of access manways. Windows shall be located over the access manways and shall be used for both venting and natural light.

C. WWS Site Design Guidance

1. Setback Requirements

Setback distances for WWS tanks will be as directed by DWQ during design.

2. Stormwater and Erosion Control

To the maximum extent possible, the LFUCG's "Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment" shall be used as a guideline for managing stormwater and utilization of "Best Management Practices" (BMPs) for erosion control. Design plans shall include a Stormwater Pollution Prevention Plan (SWPPP).

3. Equipment Access and Maintenance Area

A 20-foot (minimum) wide paved equipment access corridor shall be provided around WWS tanks for construction, equipment, and maintenance access. This area shall be above the 100-year flood elevation, unless otherwise indicated in the project-specific CDTM.

4. Site Piping Materials

- a. Site gravity sewer piping materials shall be ductile iron, PVC, or fiberglass-reinforced pipe (FRP) pipe unless otherwise indicated in the project-specific CDTM.
- b. Buried pressure piping shall be ductile iron or PVC with restrained type joints.
- c. All buried ductile iron piping shall have ceramic epoxy interior lining and the standard asphaltic exterior coating. All exposed pipe shall be flanged.

5. Pipe Abandonment

Sewer pipes 18-inches and larger which are located under pavement with public access shall be safeloaded. All other abandoned sewer pipe shall be plugged. Public access paved areas shall include public roads, commercial/industrial driveways and parking lots and multi-family apartments with more than two units.

6. Site Access/Lighting/Fencing

- a. Site entrance, parking area for service vehicles, security lighting, and security fencing shall be provided. Lighting and fencing shall incorporate designs as appropriate for individual sites and as directed by DWQ. Perimeter site security fencing shall be required around the entire WWS site (or as directed by DWQ) unless the site is located within another secured fenced area.
- b. The diversion structure and WWSPS shall be designed to be accessible and fully operational during a 100-year flood event, unless otherwise indicated in the project-specific CDTM.
- c. The project-specific CDTM may include additional information related to access, parking, security fencing, and lighting requirements.

7. Landscaping/Buffer Areas

- a. A landscape plan shall be required to provide screening as appropriate for the site location.
- b. The project-specific CDTM may include additional information related to landscape plan requirements.

8. Environmental Concerns

The design consultant shall refer to the project-specific CDTM for additional information related to environmental concerns. A Phase 1 Environmental Site Assessment Screening will be included in the CDTM.

9. Floor Elevations

The floor for electrical/control buildings shall be a minimum of two feet above the FEMA 100-year flood elevation.

10. Water Supply

- a. A site water system shall be provided to facilitate cleaning and maintenance of the WWS tank and appurtenant facilities. The site water system shall be designed to provide a minimum of 100 gpm at 75 psi to accommodate said maintenance. Depending on the project location, the site water system shall use either potable or plant process water. Where potable or plant process water is available at the specified flow and pressure, the site water system shall consist of yard piping and flush-mounted hose connections at each WWS tank access manway.
- b. Where the specified potable or plant process water is not available, the site water system shall consist of a water storage tank with capacity for 30 minutes of washdown, yard piping, booster pump connections (for both the storage tank and yard piping), and flush mounted hose connections at each WWS tank access manway.
- c. For potable water installations, the meter and backflow prevention device shall be installed per Kentucky American Water Company requirements.

D. WWS Tank Structural Design Guidance

1. Tank Structural Design

Cast-in-place tanks, prestressed concrete tanks, and foundations shall be designed in accordance with all applicable codes and design requirements.

2. Geotechnical Design/Soil Borings

- a. The design consultant shall obtain a Geotechnical Design Report which includes soil/rock borings for the tank(s), pump station, and diversion structure as sufficient to support structural designs. This report shall also include geotechnical design recommendations. The Geotechnical Design Report shall be included as “Information Only” in the contract documents.
- b. For projects involving prestressed concrete tanks, the design consultant shall coordinate the geotechnical study with at least one prestressed concrete tank supplier to determine their geotechnical information needs.

- c. The design consultant shall refer to the project-specific CDTM for additional information related to geotechnical design and soil borings. A preliminary geotechnical report may be included in the CDTM.

3. Flotation Protection

WWS tanks, pump stations, and diversion structures shall be protected from floatation during high groundwater and flood conditions assuming the structures are empty.

4. Bottom Slab and Foundation Design

The foundation design procedure for all wet weather storage tanks, constructed as prestressed concrete tanks, will be as follows:

- a. The consultant will request a design from all tank manufacturers/contractors during the design phase, prior to the bidding phase.
- b. The consultant will review and evaluate the designs received from the manufacturers/contractors. Giving consideration to the manufacturer's design, the consultant will engineer a foundation that will be used as the minimum basis for bidding. Consideration should be given to the most conservative of the tank manufacturers' designs as the basis for design and bidding.
- c. The consultant's engineered foundation will be provided within the contract documents for the project bearing the consultant's seal and signature. Furthermore, the drawing and specification will provide language indicating the following stipulations for the design and construction of the tank:
 - 1) The foundation, tank walls, and tank top will be engineered by the tank manufacturer.
 - 2) The tank manufacturer/contractor shall, as part of the submittal process, provide signed and sealed shop drawings for the tank and foundation.
 - 3) The tank manufacturer/contractor will be responsible for the tank and foundation system in its entirety. Any deviations in the foundation design shall be noted in the calculations for the consultant's approval. The consultant reserves the right to approve/disapprove any design that does not meet the minimum basis for bidding.
 - 4) The consultant may include a statement on the drawings to note that approved tank construction companies provided information during the design: "In the preparation of the drawings, the engineer relied upon information provided from the approved tank construction companies to establish the basis of design, bidding and award."

5. Seismic Design

The design consultant shall consider seismic design elements in accordance with applicable code requirements.

6. Concrete Mix Design

The design compressive strength and mix design requirements of concrete used in constructing WWS tanks, pump stations, and diversion structures shall be as provided in LFUCG's technical specifications.

E. WWS Sole Source Equipment

DWQ may require select equipment to be procured via a strict procurement protocol. This Sole Source Equipment Procurement Protocol is included in Appendix A.

3.0 WWSPS Design Guidance

A. General

1. Pump station design shall comply with LFUCG design guidelines for Class A pump stations, except as identified herein or in the project-specific CDTM.
2. The design consultant shall use this information to determine pump type, pump configuration and numbers, capacity, speed, weight, dimensions, drives, and system operation.
3. Since the WWSPS will operate intermittently, provisions must be made to drain the WWSPS effluent force main through an automatic valve, discharging to the pump station wet well after flow return operations have been completed.
4. The top of wet well and valve vault shall be a minimum of two feet above the 100-year flood elevation.

B. Diversion Pumps

Diversion pumps, if needed, shall be designed for the firm capacity of the WWSPS. Pumps shall be submersible, variable speed, and discharge to an interior piping system. Pumps shall be controlled by a level sensor in the wet well. A backup high level sensor shall also be provided to alarm and control the pumps should the primary level sensor fail.

C. Dewatering Pumps

Dewatering pumps, if needed, shall be sized to remove the total volume in the tank not removed by gravity, dewater the ultimate tank storage capacity under dry weather flow conditions, and be capable of variable flow control to allow for dewatering as soon as capacity is available while avoiding excessive levels at the diversion structure and/or trunk sewer during return flow. Dewatering pumps shall be submersible,

variable speed, and discharge into the existing sewer system downstream of the diversion structure.

D. Wet Well

The WWSPS wet well shall be a wet pit submersible station with a single wet well complying with Hydraulic Institute Standards. When possible, a trench-type self-cleaning wet well shall be considered.

E. Pipe Materials

Interior pump station piping shall be flanged, ductile iron pipe. Pump discharge piping shall be ductile iron with restrained joints in buried applications and flanged joints in exposed applications. All piping shall have an interior lining of ceramic epoxy and all exposed pipe shall have an exterior coating of coal tar epoxy.

F. Sump Pumps

Duplex grinder sump pumps shall be provided (50 to 100 gpm minimum) to remove all remaining wastewater from the WWS tank and the WWSPS wet well. All sump pumps shall be submersible and discharge to the flow return system piping or other gravity sewer.

Sump pumps shall start upon cessation of the wet weather pumps and low level in the wetwell, and shall stop if the level rises and the wet weather pumps restart.

G. Buildings

Pump and electrical/control buildings shall have split face CMU block walls unless stipulated otherwise in the project-specific CDTM.

Other building features (HVAC, doors and windows, lighting, roofing, etc.) shall be in accordance with LFUCG standard specifications.

The floor elevation of electrical buildings and generator pads shall be a minimum of 2 feet above the 100-year flood elevation.

H. Valves

Valves and gates for WWS tanks and appurtenant structures shall comply with LFUCG's guidelines for Class A pump stations. Throttling valves shall be sluice gates in chambers and plug valves in pipes. Isolation valves shall be plug type. Tops of valve vaults shall be a minimum of 2 feet above the 100-year flood elevation.

I. Ventilation

Ventilation of the WWS wet well and valve vault shall be a non-mechanical system (J vent or similar).

4.0 Flow Diversion Structure Design Guidance

A. General

1. The flow diversion structure diverts excess flows to the WWSPS wet well and shall be located on the trunk sewer. The flow diversion structure shall be a cast-in-place or precast concrete structure.
2. The design shall be based on avoiding exceedance of Capacity Assurance Program (CAP) criteria at peak flow conditions during a 2-yr, 24-hr storm under future conditions (Year 2035). “CAP criteria” is defined as flow levels that exceed 2 feet above the crown of a gravity sewer pipe or that are within 3 feet of the rim elevation of a gravity sewer manhole.
3. Access hatches shall be provided as required to provide maintenance access to the main chamber, mechanical screen, and throttling gate. Fall protection is required at all hatches. Consideration shall be given to the maintenance and potential replacement of the mechanical screen.
4. Ultrasonic level detection shall be provided in the flow diversion structure, and will be used to initiate flow diversion, control tank discharge, and to allow LFUCG staff to monitor flow levels in the trunk sewer.
5. The top of the flow diversion structure shall be a minimum of 2 feet above the 100-year flood elevation, with an adjacent area large enough to park a maintenance vehicle slightly below the structure elevation. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.
6. The design consultant shall refer to the project-specific CDTM for additional information related to design requirements for the operation and control of the flow diversion structure.

B. Overflow Weir and Screen

1. The flow diversion structure shall include an adjustable overflow weir and a comb-type, vertical, mechanical screening device to prevent debris from entering the WWSPS wet well and tank. All control panels, and other electrical components shall be located in the Electrical Room.
2. Hydraulic power packs shall be located in enclosures near the equipment. Underground hydraulic tubing associated with the comb-type screen shall be installed in PVC pipe or conduit.
3. The design consultant shall refer to the project-specific CDTM for additional information related to overflow weir and screen.

C. Access Platform

A screen access ladder and platform, or other similar means of access meeting all applicable OSHA requirements shall be provided. The platform or working area shall be above the 100-year flood elevation and provide ready access to all mechanical components.

D. Valves

Isolation and throttling gates in chambers shall be sluice gate type.

E. Ventilation

Refer to Paragraph 3.0.I of this document

5.0 Flow Return Design Guidance

A. Gravity Flow Return

1. Unless otherwise indicated in the project-specific CDTM, gravity flow return shall be controlled by a plug valve with electric actuator. The plug valve and actuator shall be located in a valve vault with an aluminum access hatch and fiberglass grating fall protection. Top of vault shall be a minimum of 2 feet above 100-year flood plain.
2. If the valve vault is 8'-0" or deeper, it shall be provided with a davit crane base suitable for a removable davit crane with emergency retrieval device.
3. The plug valve shall be capable of controlling the design return flow rate. Once wet weather flows recede, return will be capable of automatic activation. The valve will open to a determined setpoint for initial dewatering. It will then open to a determined setpoint to complete dewatering within desired time. A level element in the diversion structure will cause the valve to close incrementally if level approaches the maximum allowable level in the diversion structure and/or trunk sewer. Secondary level controls or flow controls may be required at other locations as indicated in project-specific CDTM.
4. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.

B. Pumped Flow Return

Refer to Paragraph 3.0A. Dewatering Pumps (if needed) shall be designed to control return flow in a manner similar to the plug valve controlled gravity flow described in Paragraph 5.0A.

C. Valves

Throttling and isolation valves in pipes shall be plug valves.

6.0 Electrical and Instrumentation/Control Design Guidance

A. General Electrical Design Requirements

1. The electrical distribution should include considerations for reliability, maintainability and safety.
2. Reliability should be based on two independent sources of power defined as one utility source and one permanently-installed standby power generator source, unless otherwise defined in the project-specific CDTM.
3. Electrical distribution configuration:
4. For powering new “green field” installations, the configuration of the new distribution system will be simple radial distribution configuration.
5. For powering expansions to existing facilities wherein an existing simple, radial-feed distribution configuration has been previously employed, the expansion shall maintain the radial-feed configuration.
6. For powering expansions to existing facilities wherein an existing loop-fed, “main-tie-main” secondary selective configuration has been previously employed, the expansion shall maintain the loop-fed configuration.
7. Provide for an electrical distribution that is maintainable with capability for portions of the distribution to be taken out of service for routine maintenance (i.e. cable meggering, bus meggering, circuit breaker inspection/testing, etc.).
8. Power distribution voltage shall be 480/277V unless otherwise defined in the project-specific CDTM. 4160V systems will be considered on a case-by-case basis when warranted by facility loads. 240V three-phase and 240/120V single-phase distribution will be allowed in expansions of existing facilities wherein these distribution voltages have been previously employed and where new loads can reasonably be accommodated. Wye-grounded systems are preferred in all systems for both protection and safety with the exception of existing facilities connected to delta-connected systems.
9. Provide ability to safely operate electrical equipment from a remote location to avoid exposure to arc-flash potential.

B. Electrical Rooms

Electrical rooms containing variable frequency drives (VFDs) shall be air conditioned. Space shall be sufficient to install all cabinets on housekeeping pads with 360 degree accessibility and in accordance with applicable code requirements.

C. Electrical Equipment and Panels

Electrical equipment including switchgear, electrical panels, VFDs, and non-submersible motor operators shall be enclosed in an Electrical Building and installed a minimum of 2 feet above the 100-year flood elevation. Electrical panels, pump drives, and control panels shall be of material and NEMA rating as defined in the standard technical specifications. Exterior electrical panels or enclosures shall be NEMA 4X stainless steel.

D. Tank Convenience Outlets

Exterior rated 120V convenience outlets shall be required. These outlets shall be located near the access manways.

E. Lighting

Exterior lighting shall be required for security purposes but shall be designed with sensitivity to the adjacent residential properties to the extent practicable. Lighting inside the Electrical Building is required, but lighting inside the WWS tank, pump station wet well, and flow diversion structures is not required. The project-specific CDTM may include other lighting requirements.

F. Tank Roof Lightning Protection

Lightning protection for WWS tank roofs is not required.

G. Instrumentation and SCADA/Telemetry System

Instrumentation/SCADA shall enable local and remote monitoring of the system including but not be limited to:

- Radio telemetry unit
- Gate and valve actuators and automatic plug valve on the gravity return line
- Diversion activation
- Screening unit operation
- Valve position indicators for all automatic valves or gates
- Diversion structure water level monitoring
- Pump on/off and run times for the storage facility duty pumps, dewatering pumps, and wet well sump pump
- System failure for all operational pumps and operators
- Power supply status
- WWS tank level monitoring
- Alarms for all pumps and actuators

Remote control of the return valve and the diversion throttling gate shall be provided. Measurement of flow volumes returned to the trunk sewer system shall be by recording changes in tank level through the programmable logic controller (PLC) associated with the SCADA system. Details on the PLC and SCADA system are provided in LFUCG standard specifications.

H. Variable Frequency Drives (VFDs)

Unless otherwise defined in the project-specific CDTM, the design consultant shall utilize variable frequency drives (VFDs) for all process equipment utilized in variable speed applications. VFDs shall be either 6-pulse or 18-pulse as determined by the design consultant. The design consultant shall be aware of the need to reduce harmonic distortion caused by the use of VFDs. The Institute of Electrical and Electronics Engineers (IEEE) 2014 edition of Recommended Practice and Requirements for Harmonic Control in Electric Power Systems (Standard IEEE 519-2014) shall establish the limitations of individual harmonic limits and total harmonic distortion for voltage and current at the Point of Common Coupling (PCC). The PCC shall generally be considered either:

- The first common bus or parallel busses downstream of the point at which the Owner receives electrical energy from the utility, or
- The first common bus or parallel busses downstream from the Owner's transformation from one medium voltage to a lower medium voltage (such as 13.8KV primary stepped down to 4.16KV secondary) or from medium voltage to low voltage (typically 13.8KV, 12.47KV, or 4.16KV primary stepped down to 480/277V or 208/120V secondary).

The design consultant shall collaborate with the technical staff of the VFD manufacturer for the VFD serving as the basis of design to engineer an IEEE 519-compliant solution. Input reactors, DC link chokes, 18-pulse phase-shifting input transformers, "active front-end" VFDs, active filters, and passive filters are all options that may be employed in meeting IEEE 519-2014 requirements. In all cases, the foremost objectives shall be to maximize:

- Reliability through industrially-hardened components and equipment
- Maintainability through ease of isolation and removal/replacement of modular components
- "Replaceability" through "off-the-shelf" equipment and components versus specially-engineered and proprietary solutions.

I. Standby Power

Standby power for the WWSPS, valve and weir operators, screen, and mechanical ventilation system shall be provided as directed in the project-specific CDTM.

For WWS at WWTP sites, the design engineer shall investigate options to use the WWTP redundant power feeds. For WWS at existing pump station sites, the design engineer shall determine whether existing generators can be used (or whether a replacement or additional generator is required). For "remote" WWS facilities in the collection system, provisions to connect a trailer-mounted portable generator shall be provided.

If a permanently-installed generator is not required, provisions for the temporary or future installation of a generator shall be included in the design including a receptacle and manual transfer switch for a trailer-mounted generator.

J. Future Equipment

Electrical rooms shall be designed to accommodate future addition of odor control system motor starters and controls as well as providing space for the installation of an automatic transfer switch (if not included in the initial construction).

7.0 WWS Facility Control/Operational Plan

The design consultant shall refer to the project-specific CDTM for additional information related to the control and operational plan requirements for the WWS facility.

The design consultant shall develop a detailed operations plan for the WWS facilities. This plan shall include an operational schematic and description of how the facility shall function and operate during the filling and emptying of the WWS tank. An operations and maintenance (O&M) manual shall also be required.

8.0 WWS Facility Preliminary Design Technical Memorandum

The design consultant shall be responsible for developing a Preliminary Design Technical Memorandum (TM). The Preliminary Design TM shall at a minimum, include the following information:

- Design information identified in the project-specific CDTM
- Site layout plan with actual location of new facilities
- Storage tank layout and construction type
- Hydraulic profile of new WWS facilities
- Performance type design criteria for cast-in-place concrete and pre-stressed concrete tanks and foundations including geotechnical information and recommendations
- Plans and sections of new facilities including tank, pump station, and diversion structure
- Ventilation system design summary
- Single line electrical diagrams
- Standby generator sizing (where applicable)
- Control/operational description of new WWS facilities including tank, pump station, and diversion structure
- Technical specification list, identification of any proposed deviations from the standard technical specifications, and identification of any procurement issues (license requirements, sole source providers, etc.)
- Design criteria for critical process equipment

- Process and instrumentation diagram of new WWS facilities
- Opinion of probable construction cost
- List of permits and approvals required
- List of easements required
- List of major equipment and recommended suppliers
- Pump selection and design criteria
- Identification of sites for excess excavated material including contaminated material (if applicable)
- Final design schedule and proposed bid and construction schedules

All deviations from the requirements specified herein shall be clearly identified and justified in the Preliminary Design TM. The Preliminary Design TM shall be submitted for review and approval by LFUCG and the PMT before final design is initiated.

9.0 Design Consultant's Use of These Design Guidelines

A. General

The design consultant shall be responsible for complete engineering designs of all new and modified facilities in accordance with LFUCG guidelines and other applicable regulations and requirements. The design consultant shall be responsible for confirming all design parameters identified in these design guidelines and the project-specific CDTM, confirming applicability of LFUCG standard specifications to be used, and for conformance of the design with applicable codes.

B. Confirmation of Sewer Performance

The design consultant shall coordinate with LFUCG's PMT and modeling consultant to confirm sewer and diversion structure hydraulics in the vicinity of the WWS facility to confirm the system will operate as intended. Consideration must be given to design storm conditions at project completion as well as future conditions in accordance with the RMPs. Consideration must also be given to hydraulic performance under flows that exceed design storm conditions.

C. Confirmation of Site Information

The design consultant will be responsible for obtaining and confirming all required site information needed for preparation of contract documents including, but not limited to, existing sewer elevations, existing utility locations, geotechnical information, site topography, location and elevations of all existing site improvements, site environmental information, or other information as required for design.

Appendix A

Sole Source Equipment Procurement Protocol

The design consultant shall provide to the equipment supplier the equipment specification(s) and any other required referenced specifications (General Conditions, Supplemental Conditions, submittal specification, O&M specification, etc.) along with the related contract drawings for the project. The equipment supplier shall provide a preliminary cost proposal that meets all of these documents; shall confirm that they meet all of the contract requirements; and identify any exceptions. All exceptions shall be addressed by the design consultant (i.e. revise specifications) and the equipment supplier's final cost proposal shall match the contract documents without exceptions.

The equipment supplier's final cost proposal shall also include their standard terms and conditions. Payment terms and conditions shall be between the general contractor and equipment supplier in accordance with the Contract Documents and not part of its proposal to LFUCG.

The equipment supplier shall provide information relating to the other comparable projects to the design consultant. This information shall be provided separately as it will not be part of the equipment supplier's cost proposal or part of the contract documents. This information shall be reviewed by the design consultant such that it concludes that the proposed cost proposal is consistent with at least other three projects that the equipment supplier competitively bid. This comparison shall be based on the as-bid costs with comments on any differences in features, size, and costs between the previously bid equipment and the proposed equipment.

With an approved cost proposal, and at least one week before advertisement, the equipment supplier shall provide a notary stamped letter stating that it acknowledges that LFUCG is specifying the proposed equipment as a sole source item for the specific project and thus the equipment supplier agrees to the following additional terms and conditions for supplying the specified equipment per their final cost proposal.

- Its proposal price is guaranteed to LFUCG for use by all contractors bidding the specified project and will not change to any general contractor.
- Its proposal price is guaranteed for the duration of the contract and will not change if the project proceeds in an orderly manner.
- Its proposal price includes all costs for the equipment including O&M submittal, startup and training, and warranty per the related specifications and drawings in the Contract Documents.
- It acknowledges and agrees that the purchase order for the specified equipment will be issued by the general contractor to which the LFUCG awards the contract for the construction of the specified project, and that the general contractor shall be solely responsible for payment.

The design consultant shall list the sole source equipment in Section 00410 - Bid Form as a separate line item (see example below) and describe this line item in Section 01025 - Measurement and Payment (see example below).

Section 01025 Measurement and Payment

Describe the sole source equipment negotiated pricing:

C. Item A3 – Allowance for Supply of the Sole Source Equipment

1. **Measurement and Payment:** The allowance shown in the Proposal Form represents the pricing provided by the equipment supplier and as negotiated by the Owner for supply of goods and services related to the equipment and as specified in the manufacturer's proposal for the work. The proposal for the work is included in the specifications. Contractor shall include all additional items, services, goods, resources, and manpower necessary to complete the work in the lump sum item for General Construction.

Section 00410 Bid Form

Line item in bid form for the sole source equipment negotiated pricing

Item	Description	Unit	Quantity	Unit Price	Total Amount
A3	Allowance for Supply of Equipment	LS	X	\$XXX,XXX	\$XXX,XXX

Attachment

GEOTECHNICAL INVESTIGATION SCOPE OF WORK AND PERFORMANCE CRITERIA

I. Scope Phases

A. Phase I: Geotechnical Desktop Review

1. Desktop review of all available geologic and geotechnical information pertaining to the project.
2. The results of this review shall be delivered as a memorandum to Engineer and Owner for review.

B. Rock Soundings

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes.

C. Phase II: Field Exploration and Laboratory Testing

1. Field exploration to perform soil and rock core borings, and laboratory testing of selected soil and rock core samples, at locations approved by Owner.
2. The required data shall be delivered as a draft report to Engineer and Owner for review.

D. Phase III: Additional Geotechnical Investigation (IF NECESSARY)

1. Additional field exploration and laboratory testing to be performed on an IF NECESSARY basis, with the plan to be approved by Engineer and Owner following review of Phase I and Phase II results.
2. Additional testing locations will target areas of concern for construction and information gaps if necessary.
3. The results of all field exploration and testing shall be delivered as a finalized report (including information from Phase I and Phase II investigations) to Engineer and Owner. If Phase III is not required, a finalized copy of the Phase II draft report with any comments incorporated shall be submitted to Engineer and Owner.

II. Definitions

- A. Tunnel Zone: The area extending from one outside diameter (OD) above the proposed tunnel crown to one OD below the proposed tunnel invert.

III. Phase I: Geotechnical Desktop Review

- A. This work shall be included in the fee for Task 2, Preliminary Design.
- B. Phase I requires reviewing available geotechnical information in the immediate vicinity of the project area including:
 - 1. Regional soils and geologic mapping from USGS, Kentucky Geological Survey, and other sources.
 - a. Surficial regional geology
 - b. Bedrock regional geology
 - 2. Existing geotechnical reports.
 - 3. Information from Subconsultant's previous projects in the area.
 - 4. Record drawings available from DWQ.
 - 5. Historical land usage and area development.
 - 6. Previous local tunneling history.
- C. A memorandum describing the findings of this geotechnical desktop review shall be delivered to Engineer and Owner. The memorandum shall include discussion of regional and expected site soil and rock conditions pertinent to the project.

IV. Rock Soundings

- A. This work shall be included in the fee for Task 3, Detailed Design.
- B. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.

V. Phase II: Field Exploration and Laboratory Testing

- A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.
- B. Soil and rock core borings shall be performed and borings logs prepared in accordance with the following:
 - 1. Number and locations of borings
 - a. The number of borings will be based on the selected project alignment as determined by the Preliminary Alignment Report. Borings will be required for all proposed tunnels. Borings shall be located near each end of each tunnel, as well as near the midpoint of each tunnel.
 - b. A boring location plan shall be developed by the subconsultant and provided to Engineer and Owner for review prior to the start of drilling.

2. Boring depth, sampling and boring log requirements

- a. Each boring shall be drilled to a minimum depth of two tunnel diameters (OD) or ten feet below the invert of the proposed tunnel, whichever is deeper, at each shaft location.
- b. Perform Standard Penetration Tests (SPT) in each boring, in accordance with ASTM D 1586, using split barrel samplers starting at 2.5 feet below ground surface and continuing at 2.5-foot intervals to the bottom of the Tunnel Zone.
- c. If soft to medium clays or cemented soils are encountered, obtain at least one undisturbed sample in accordance with ASTM D 1587 for each stratum.
- d. For cohesive soils, use a Pocket Penetrometer or Torvane to determine the consistency and approximate bearing capacity of the soil.
- e. Retain a representative sample of each type of material encountered in the split spoon sample for possible future quality control for test results.
- f. Describe each sample in accordance with ASTM D 2488, including:
 - i. Moisture condition
 - ii. Percent or proportion of soils
 - iii. Particle size range
 - iv. Particle angularity
 - v. Particle shape
- g. Provide the color of the soil in moist condition.
- h. If auger refusal is encountered in a drilled hole before the depth specified above is reached, DO NOT TERMINATE the drilling. Advance the drilling continuously using a double-tube core barrel with a diamond bit.
- i. Samples shall be prepared, transported, and stored prior to laboratory testing in accordance with ASTM D 4220.

3. Standard Penetration Test (SPT) *N*-values

- a. Hammer blows for each 6 inches of penetration for the STP. The boring log shall note if six (6) inches of penetration are not achieved after one hundred (100) blows.

4. Rock core logging

- a. Rock Core Recovery (REC), in percent.
- b. Rock Quality Designation (RQD).
- c. Photos of all rock cores.
- d. Observations on joint spacing and orientation.
- e. Auger refusal

- i. The drilling shall be continued using a double-tube core barrel with a diamond bit capable of retrieving rock samples at least 1 5/8-inch diameter in accordance with ASTM D 2113.
 - ii. Determine the REC and RQD of the rock sample.
- 5. Groundwater levels
 - a. Groundwater level in the boring upon boring completion and at 24 hours after completion of boring.
- 6. Ground elevation (tied to project survey) and depth on each boring log
- 7. Grouting of boring holes
 - a. Fill all boreholes with lean grout following completion of drilling and the end of the groundwater monitoring period.
- C. Laboratory testing shall be performed on samples obtained from the drilling operation. Select samples to be tested after review of the field logs and approval by Engineer and Owner. The following are the minimum tests to be performed on samples:
 - 1. Laboratory testing on selected soil samples. Assume all samples classified in accordance with USCS and half of the samples assigned other listed soil tests.
 - a. Classification of all samples in accordance with the Unified Soil Classification System (USCS) (ASTM D 2487).
 - b. Moisture content tests (ASTM D 2216) and sieve analysis (ASTM D 6913) performed on representative non-cohesive soil samples.
 - c. Moisture content, density and Atterberg Limits (ASTM D 4318) tests performed on representative samples that exhibit a plastic nature.
 - d. Unconfined compressive strength tests (ASTM D 2166) performed on undisturbed clay and cemented soil samples.
 - 2. Laboratory testing on selected rock samples. Assume six (6) sets of tests that include each of the following:
 - a. Unconfined Compressive Strength Test (ASTM D 2938)
 - b. Cerchar Abrasivity Index (CAI, ASTM D 7625)
 - c. Splitting (Brazilian) Tensile Strength (ASTM D 3967)
 - d. Point Load Index Strength (ASTM D 5731)
 - e. Punch Penetration Test
 - f. Moh's Hardness Scale
 - g. Slake Durability (ASTM D 4644) on shale and other similar weak rocks.
 - h. Rock mechanics testing shall be performed by the Earth Mechanics Institute (EMI) at the Colorado School of Mines, GeoTesting Express, or equivalent qualified and experienced rock mechanics laboratory.

VI. Phase II: Report Requirements

A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.

B. Basic Narrative

1. The report shall give an overview of the site description. This shall include discussion of at least the following site properties:
 - a. Location
 - b. Ownership
 - c. Current land usage
 - d. Proximity to major roadways, streams, etc.
2. Review of the conclusions from the Phase I geotechnical desktop review.
 - a. A discussion of previous construction activity shall address any existing fills or subsurface openings, if encountered. Outline the engineering properties of any existing fills pertinent to the project.
3. Stratigraphy
 - a. Discussion of soil and rock strata grouping.
 - b. Strata layers shall be grouped and classified into project specific groups for the purpose of design layout and construction.
4. Discussion of groundwater, proximity/hydraulic connection to surface waters, hydraulic conductivity/permeability, and recommendations/expectations for dewatering pertinent to the project.
5. Discussion of temporary shoring/excavation support properties at proposed launch and exit shaft locations.
6. Conditions present at the site requiring groundwater control, dewatering, or surface drainage during excavation and drilling of shafts. Anticipated types of dewatering shall be described.
7. Summary of field and test data including the following:
 - a. Map of boring locations
 - b. Boring logs
 - i. SPT *N*-values for each split spoon sample per 6-inch of penetration.
 - ii. Rock Core Recovery and Rock Quality Designation for rock cores.
 - iii. Boring surface elevation.
 - iv. Elevation and depth from surface to each soil and rock stratum.
 - v. Elevation and depth of bottom of boring.

- vi. Soil description including color, moisture condition, consistency/relative density and USCS classification designation.
- vii. Rock description, including extent and character of color, weathering, type, and hardness.
- viii. Orientation of bedding planes or foliation relative to axis of boring in rock cores.
- ix. Groundwater information at completion of drilling and at 24 hours after completion.
- x. Information on any bag samples, special observations or other pertinent remarks such as presence of sand stringers, slickenside clay layers, etc.
- xi. The location of the carrier pipe and/or casing pipe shall be superimposed onto the boring logs before final submission.
- c. Tabulate the following field exploration and laboratory test data:
 - i. Field moisture contents.
 - ii. Density values.
 - iii. Atterberg limits.
 - iv. Unconfined compressive strengths according to boring and sample numbers.
- d. Unconfined compressive strengths test stress-strain curve if test is performed.
- 8. Include any other information the Subcontractor deems relevant/necessary to design.
- 9. Report must be signed and sealed by a Professional Engineer registered to the Commonwealth of Kentucky.

VII. Phase III: Additional Geotechnical Investigation (IF NECESSARY)

- A. This work, if needed, shall be covered by the Allocation for the Phase III Geotechnical Investigation.
- B. Phase III will be performed on an IF NECESSARY basis to collect information to supplement Phase II. Phase III would include:
 - 1. A separate proposal detailing the cost required to perform the additional geotechnical investigation, after review of the Phase II Report by Engineer and Owner.
 - 2. Additional field exploration and laboratory testing performed to collect additional data. The type of exploration and testing required will be provided in the testing plan developed in conjunction with Engineer and Owner. These additional explorations and tests will follow the same general procedures as noted in Field Exploration and Laboratory Testing, and may include:
 - a. Additional soil and rock core borings
 - b. Additional laboratory testing of soil and rock samples

- c. Geophysical investigation
- d. Groundwater/infiltration testing



RMP Project Closeout Checklist

DWQ Project Manager (DWQ PM): Bob Peterson, PE

RMP Project Manager (RMP PM):

Engineer of Record (EOR):

Contractor:

File Manager: Jody Scrivner

Project Name:

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
Contract Administration Closeout Checklist							
1	Plan of Operation (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Copy of plan to file [plan will include description of facility, how it was design to work, etc] DWQ PM will provide copy to Pump Station Maintenance or Plant Staff
2	Manufacturer's Startup (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Report from EOR/Manufacturer with date of startup
3	Training (Pump Station and Wet Weather Storage Projects Only)	Contractor	LFUCG Staff				Letter or email from EOR with sign in sheet of attendees to file
4	Startup with LFUCG (Pump Station and Wet Weather Storage Projects Only)	Contractor	EOR / LFUCG Staff				Letter or email from EOR with date of startup and attendees to file
5	Deliver copies of CCTV Logs	Contractor	EOR/DWQ PM				Hard Copies in File
6	Declaration of Beneficial Occupancy (Consent Decree Compliance)	EOR	DWQ PM	File Manager			Memo from EOR to file
7	Request for Substantial Completion and Punchlist Creation	Contractor	EOR	File Manager			Memo from Contractor to file
8	Verify all easements requirements (as listed in the MOU) have been satisfied	EOR	DWQ PM	Contractor			EOR Memo to File
10	EOR coordinates final inspection and prepares <i>Punchlist</i>	EOR	Contractor	DWQ PM			Punchlist to file
11	Recommendation of release of retainage (less 200% of remaining work estimate)	EOR	DWQ PM	File Manager			Nothing to file
12	Release of retainage less 200% of remaining work estimate	DWQ PM	Contractor	EOR			Nothing to file
13	Prepare Final Adjusting Change Order	EOR	DWQ PM	RMP PM			Nothing to file
15	(Upon completion of punchlist) Letter requesting final pay and release of all retainage. Must include:	Contractor	EOR	DWQ PM			Letter/Email to file
17	<i>Waiver of Release, Claims, and Liens</i>	Contractor	EOR	DWQ PM			EOR Document to File
19	Recommendation for final pay and release of all retainage	EOR	DWQ PM	Contractor			EOR Memo to file
21	Recommendation for project acceptance and initiation of warranty period	EOR	DWQ PM	RMP PM			EOR Letter to file
Engineering Services Closeout Checklist							
25	Record Survey and Drawings	EOR	DWQ PM				Record Survey can be included on record drawings. XYZ coordinates of all manholes, all as-built manhole elevations. Record Drawings to file
26	Model verification (record survey and drawings provided to cap consultant)	DWQ PM	CAP Consultant				Provide record drawings to CAP/Stantec, they will return verified model letter, letter goes to file
27	Consultant's <i>Certificate of Completion</i> to DOW	EOR	DOW/(KIA if SRF funded)	DWQ PM, File Manager			Memo to file
29	Compile complete project construction and project closeout notebook with copies of contract documents, bonds, NTP, pay requests approvals, change requests/approvals, progress meeting agendas/summaries, Daily Inspection Reports and all closeout information listed above included.	EOR & DWQ PM	File Manager				Searchable, digital (.pdf) submitted to file
30	(Pump Station and Wet Weather Storage Projects Only) Statement/inventory of assets accepted into the system and asset values (includes engineering design, CA and RPR, easement costs, permit costs, and construction costs); includes lengths and sizes of all pipes, manholes, pump stations, air release valves, pump stations with description of facilities (screening, grit removal, pumps, buildings, chemical feeds, etc), and all other appurtenant structures	EOR	DWQ PM				Memo to file
Division of Water Quality Closeout Checklist							



RMP Project Closeout Checklist

DWQ Project Manager (DWQ PM): Bob Peterson, PE

RMP Project Manager (RMP PM):

Engineer of Record (EOR):

Contractor:

File Manager: Jody Scrivner

Project Name:

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
31	(Pump Station and Wet Weather Storage Projects Only) Asset inventory and asset values for inclusion in fixed asset inventory and GASB 34	DWQ PM	Finance/ Accounting	RMP PM			Nothing to file
32	Statement of project completion, Consent Decree compliance and accepted into LFUCG system (POTW; fixed assets), initiation of operation, and establishing warranty period. DWQ PM and EOR follow-up with Contractor	RMP PM	DWQ PM	EOR, Consultant Program Manager, File Manager			DWQ Letter to file
33	Record drawings submitted to KIA (KIA Funded projects only)	EOR	KIA	DWQ PM			Proof of submission to file
35	Loan Recipient's <i>Certificate of Completion</i> (KIA Funded projects only)	File Manager	KIA				Proof of submission to file
36	Submittal to KIA (via File Manager) stating initiation of operation date	RMP PM / File Manager	KIA				Memo to file
37	KIA final project closeout per SRF Manual	File Manager	KIA				Nothing to file
39	Distribute shop drawings and record drawings to PSM or Plant Staff	DWQ PM	PSM/SLM	RMP PM			Nothing to file
40	Project File to OnBase file management system	DWQ PM	Chris Bagley				Nothing to file
42	Review of Contractor	DWQ PM	RMP PM	File Manager			Copy to file
43	Review of Engineer of Record	DWQ PM	RMP PM	File Manager			Copy to file

M:\0243\pds01\shared_projects\175569462\mxd\0205_UpdateArea_2.mxd, Revised: 2024-04-13 By: agamer

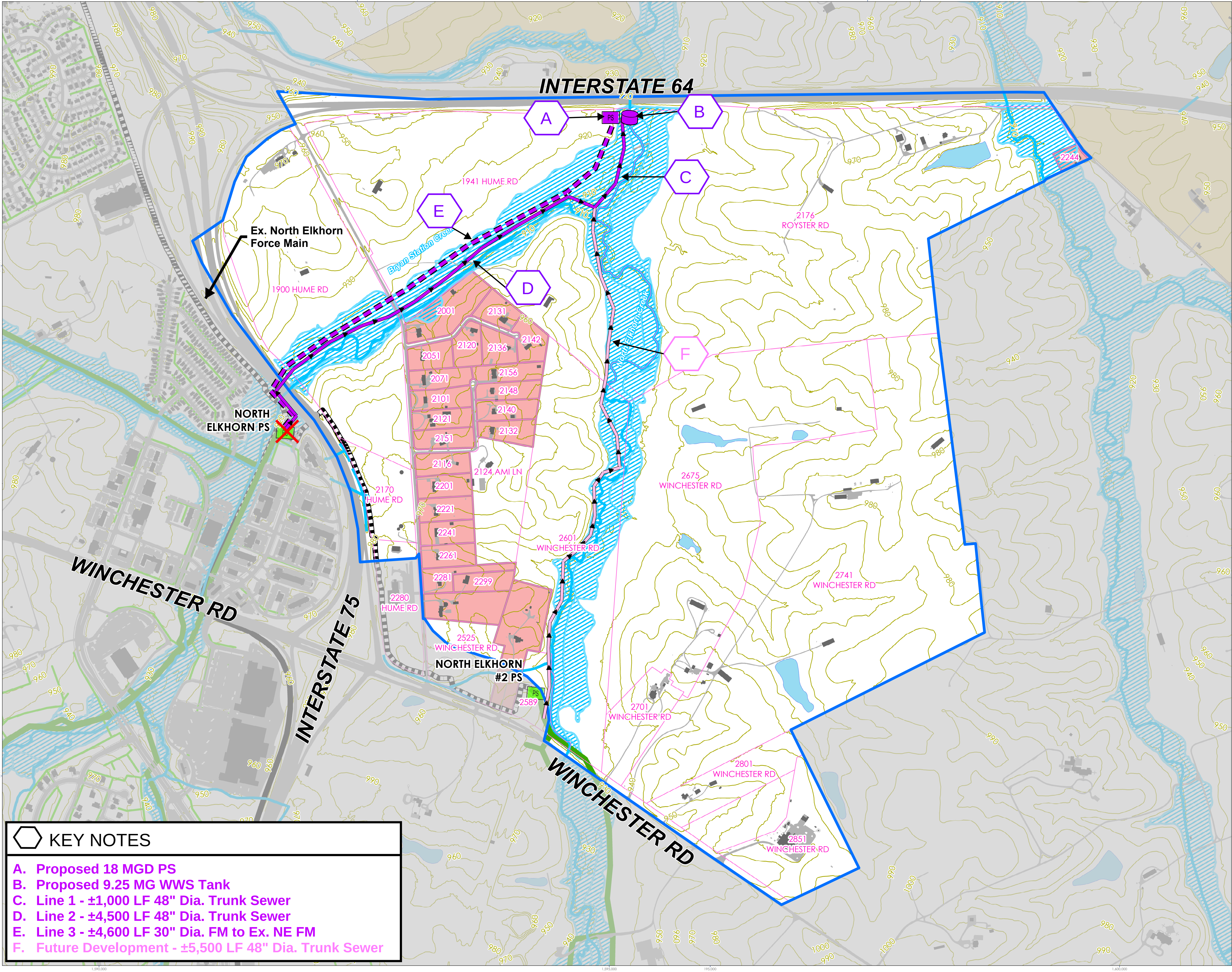
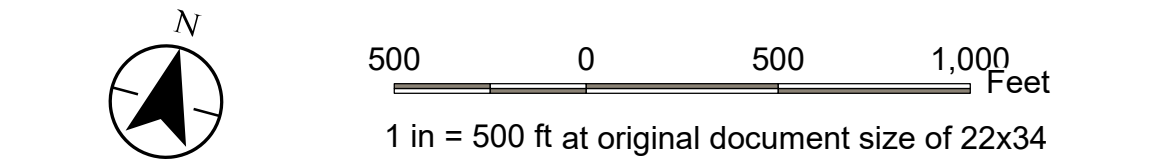


Figure No.
NE-1

Title
LFUCG - North Elkhorn PS & Wet Weather Storage Tank

Client/Project
Lexington-Fayette Urban County Government
Sanitary Sewer Capacity Plan

Project Location
Lexington, Fayette CO, KY



Legend

- Study Area
- Parcel
- Trunk Sewer
- Collector Sewer
- Force Main
- Existing PS Ex. PS to be Eliminated
- 1% Annual Chance Flood Hazard
- Contour (10')
- PDR Property
- Rural Residential Parcels*
- Rural Settlements
- Waterways
- Waterbodies
- Parks

* Parcels classified as "Rural Residential" are less than or equal to 10 acres in size & are zoned as residential. These parcels are applied WWF based on their acreage but DWF is assumed to be 2 people/acre.

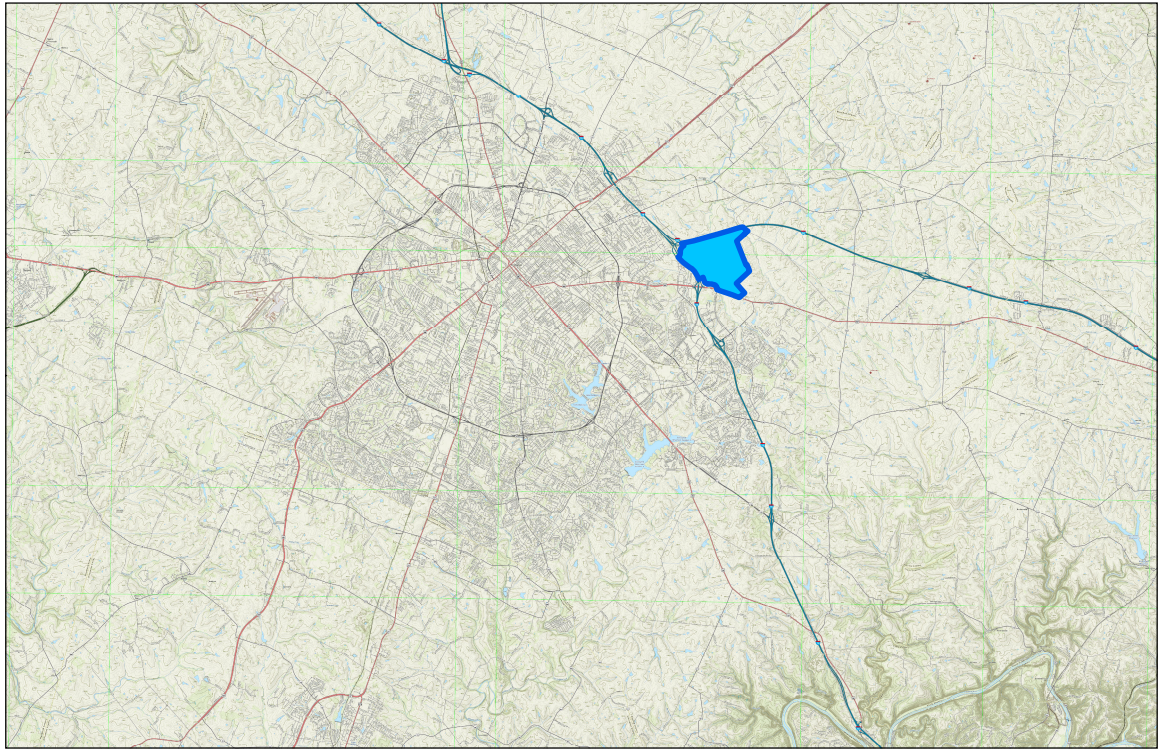


EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/18/2025

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: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER C: American International Group UK Ltd</td><td>AA1120187</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: Allied World Surplus Lines Insurance Co	24319	INSURER C: American International Group UK Ltd	AA1120187	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American International Group UK Ltd	AA1120187														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570115461727**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL6676804	10/01/2025	10/01/2026	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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			62785232	10/01/2025	10/01/2026	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 N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Re: 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>
--	--

Holder Identifier : 179

Certificate No : 570115461727

EXHIBIT C

Proposal of Engineering Services

and

Related Matters



LEXINGTON

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**DESIGN AND PREPARATION OF CONTRACT
DOCUMENTS AND SERVICES DURING
CONSTRUCTION OF**

North Elkhorn Pump Station & Wet Weather Storage

**RFP #38-2025
RMP PROJECT # NE-01**

November 13, 2025



TETRA TECH



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Project Team Experience	48
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November 13, 2025

Mr. Todd Slatin
Purchasing Director
Lexington-Fayette Urban County Government (LFUCG)
200 E. Main Street
Lexington, KY 40507

RE: PROPOSAL TO PROVIDE DESIGN AND PREPARATION OF CONTRACT DOCUMENTS AND SERVICES DURING CONSTRUCTION - North Elkhorn Pump Station and Wet Weather Storage - RFP # 38-2025

Dear Mr. Slatin and Selection Committee Members:

Tetra Tech understands the unique challenges and opportunities facing the Lexington-Fayette Urban County Government (LFUCG) in managing and upgrading critical wastewater infrastructure throughout the Urban Service Area. Tetra Tech fully understands LFUCG's commitment to complying with environmental requirements and standards based on our role as the EPA Consent Decree MS4 Program Manager and being the engineer of record on several Consent Decree Remedial Measures Plan (RMP) design and construction projects, including the West Hickman Wastewater Treatment Plant (WHWWTP) Wet Weather Storage and Headworks Improvements, the Wolf Run Wet Weather Storage Facility, and the West Hickman Wet Weather Storage – Phase 2 projects. Tetra Tech has a proven track record of being committed to working as a team member beside of LFUCG personnel to assist LFUCG in meeting their goals.

We understand the importance of the North Elkhorn Pump Station and Wet Weather Storage facilities (NE3PS) Project to LFUCG's commitment to the Consent Decree requirements and long-term infrastructure and compliance goals. The NE3PS is a complex project involving a highly visible construction operation and tunneling of a major US interstate highway. This project will eliminate one pump station NE1 and have the capacity to eliminate another pump station NE2. Our team—comprising experienced project manager, engineers, and technical specialists—will ensure the successful completion of each project phase, from preliminary design through construction and closeout. Tetra Tech's approach emphasizes collaboration, quality control, and schedule adherence to meet LFUCG's milestones and deliverables, including the 2028 construction completion target.

EXTENSIVE DESIGN EXPERIENCE. Tetra Tech is a leading national consulting firm that has been ranked Number 2 in the nation for sewer and waste by *Engineering News-Record* (ENR) and Number 3 in the Top 500 Design Firms. For over 30 years, our Lexington office's technical design staff has studied, planned, designed, permitted and provided construction administration services across Kentucky and assisted other Tetra Tech offices with these tasks across the United States. Our multidisciplinary team offers a proven track record in pump station and wet weather storage design, permitting, construction administration, and resident project representation, all aligned with LFUCG's Sanitary Sewer and Pump Station Manual and Consent Decree requirements/design guidelines. We are committed to providing innovative, cost-effective, and sustainable solutions that enhance system reliability and protect water quality for the Lexington community.

EXTENSIVE EXPERIENCE ON SIMILAR PROJECTS. The Tetra Tech team members we have assembled for this project are currently working together on similar projects with diversion, pump stations, and AWWA D110 tanks for other utilities in the Commonwealth. These projects include Lakeview Pump Station and EQ tank (38.3 MGD pumping capacity, 10.5 MG storage, in construction), Central Boone County Conveyance – Phase 2 Pump Stations (Two 10 MGD pump capacity in series, lead pump station is expandable to 32.9 MGD for future WWS tank, in construction), W6 Pump Station (5 MGD, expandable to 11 MGD for future

**TETRA TECH
BY THE NUMBERS**

58
years in business

550
offices
worldwide

30,000 global
personnel

**KENTUCKY
NUMBERS**

 **100+**
local personnel

 **3** local Tetra Tech offices

 **20+**
Local W/WW
Municipalities
Served

**REGIONAL
NUMBERS**

77 water treatment plants

165 wastewater
treatment plants

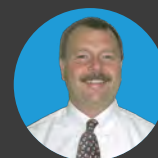
136 projects in the Midwest

60+ hydraulic modeling
projects

60+ SCADA projects

200 lift stations

**POINT OF
CONTACT**



**Herbert R.
LEMASTER, PE**
Vice President,
Project Manager

ADDRESS:

424 Lewis Hargett Circle, Suite 110
Lexington, KY 40503

PHONE: 859-514-8752

EMAIL: herb.lemaster@tetrattech.com

WWS tank, in construction), Church Street Pump station and EQ Tank (7.2 MGD pumping capacity, 2.6 MG storage, prepared for bidding), and Central Boone County Conveyance – Phase 3 & 4 (35,000 feet of 30 and 36-inch gravity sewer, prepared for bidding).

The Tetra Tech team has no learning curve associated with understanding the needs for facilities described in this RFP and their associated challenges, we can efficiently and effectively move forward with the design. The Qualifications and Past Performance section of our submittal lists projects performed by the people on our team who have the necessary understanding and experience to perform this project quickly and efficiently. We have provided studies, planning activities, design, and construction administration for many projects like this across Kentucky and the Nation.

PROVEN PERFORMANCE WITH LFUCG. Tetra Tech is the Engineer of Record for the WHWWTP Wet Weather Storage (WWS) and Headworks Improvements project, Wolf Run WWS facility, West Hickman Wet Weather Storage – Phase 2 and several stormwater improvements projects. Our local office has provided planning, permitting, design, and construction administration services for these projects. When necessary, we have integrated our national experts within Tetra Tech into a cohesive and responsive team that has met the demanding requirements and schedules of these highly complex projects. We understand the procedures and processes of LFUCG's RMP Group, their program management consultant, and LFUCG's Central Purchasing Department. On our previous projects with LFUCG RMP we have worked closely with LFUCG's project manager to maintain project schedules and project needs in order to reduce the efforts of the program management consultant. With this project we will take the same approach to reduce the efforts necessary for the LFUCG staff. Because of our past experiences, there will be no learning curve – we will hit the ground running, saving you time and money.

TEAM-ORIENTED APPROACH. Tetra Tech understands the importance of listening to the people who will be maintaining and operating this facility. We are committed to providing open communication to ensure that the needs and concerns of LFUCG staff are addressed and included in design documents and the operational and maintenance plans. Our goal is to operate as a direct extension of your staff and reduce the effort required from your staff for this project. We have demonstrated our ability to do this on other Consent Decree projects at West Hickman and Wolf Run.

WHY CHOOSE TETRA TECH

- ◆ Established a reputation of providing the high -level of service you expect.
- ◆ Long-term experience working with LFUCG on various projects.
- ◆ Uses a problem-solving approach. When we identify a problem that requires input by your staff, we will always bring you viable solutions to consider.
- ◆ The staff assigned to this project are currently working as a team to complete similar projects (diversion, pumpstation, AWWA D110 wet weather storage tanks).
- ◆ Staff and resources available to meet your schedule.
- ◆ We will serve as an extension of your staff.

Tetra Tech has included team members from Magna Engineers to assist with the electrical/instrumentation design, Webster Environmental to assist with odor control design and Third Rock Consultants for environmental permitting needs. We are currently working with Magna, Webster, and Third Rock on projects, similar to the North Elkhorn Pump Station and Wet Weather Storage project, there is no learning curve between the team members. The majority of the work for this project will be performed in the Lexington office with assistance of experts from sister offices, as needed. If necessary, Tetra Tech has ample additional resources that can be utilized to meet schedule demands. Being local to the community means that we are personally invested in improving the quality of life in Lexington, and we take great pride in working together with you to reach your goals. We look forward to working with you on this project and continuing the relationships we have developed.

We appreciate the opportunity to submit this proposal and look forward to continuing our partnership with the Lexington-Fayette Urban County Government in support of its ongoing environmental and infrastructure initiatives. Should you have any questions or require additional information, please contact Herb Lemaster, PE at 859-619-8544 or Herb.Lemaster@tetrattech.com.

Sincerely,

Tetra Tech, Inc.



Herbert R. Lemaster, PE
Vice President & Project Manager



ADDENDUM #1

RFP Number: 38-2025

Date: October 10, 2025

Subject: **Design and Preparation of Contract Documents and Services During
Construction
North Elkhorn Pump Station and Wet Weather Storage**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

The RFP package has been updated, please use this package for your submittal.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

SIGNATURE OF BIDDER: 





ADDENDUM #2

RFP Number: 38-2025

Date: October 22, 2025

Subject: North Elkhorn 3 PS & WWS

Address inquiries to:

Brian Marcum
(859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-Proposal Meeting Minutes

Re: **North Elkhorn 3 PS & WWS**

Date: October 16, 2025

Time: 1:30 PM

Location: LFUCG Division of Water Quality, 125 Lisle Industrial Avenue, Lexington, KY

Sign-In Sheet Attached

Introduction:

Charlie Martin – LFUCG - DWQ Director

Bob Peterson – LFUCG - RMP Program Manager/Project Manager

Fletcher Gabbard – LFUCG - Construction Superintendant



Jody Scrivner – LFUCG – Admin. Specialist Principal

Sherita Miller – LFUCG – Minority Business Liaison

Brian Marcum – LFUCG – Buyer

Division of Procurement Comments:

1. Brian Marcum, Division of Procurement, discussed proposal submittal protocols. Questions, in writing, shall be submitted to Mr. Marcum at brianm@lexingtonky.gov and are due by November 5, 2025.
2. Proposals shall be submitted through IONWAVE are due November 13, 2025, by 2:00 pm. <https://www.lexingtonky.gov/current-bids-quotes-and-rfps>
3. Sherita Miller, Division of Procurement, discussed Disadvantaged Business Enterprise Goals. Goals are 12% Women Owned, 5% Minority owned and 3% for Veteran Owned Businesses for a total of 20%.

Project Overview:

1. Bob Peterson explained that the pump station will be designed to meet the consent decree needs, and future Urban Service Area needs, the pump station will be constructed to accept gravity flow from two other pump stations that will be eliminated in the future.
2. Charlie Martin explained that the project is KIA funded, and the last item to complete the paperwork is to select the Consultant. Charlie advised that the Scope of Services will have detailed information for the Consultant, and they should not directly reach out to KIA, DWQ will handle that part. The Engineer's scope for KIA only includes reports required during construction.



3. Charlie Martin advised that he will manage the odor control portion of the project.
4. Charlie Martin explained that Banks Engineering is the Engineer for surveying, and the Consultant will need to work closely with them.

Question and Answer

1. Joe Herman (Stantec) - The RFP says you are going to bid the project as one construction project package. Is that going to happen?

Bob Peterson (DWQ) – We do not want it separated because if the pump station is completed before the line work is complete, it may not line up correctly. It is easier for one contractor to fix any issues, and it could affect the warranty. There is a mile of gravity line and a mile of force main, approximately two miles total. The contractor may sub parts of the project, but it would be up to the prime contractor to coordinate the start-up schedule.

2. Joe Herman (Stantec) - Is there anything out of the ordinary discovered during the land survey?

Charlie Martin (DWQ) – The land survey has not happened. We are waiting for the second reading from the Council. The second reading is scheduled for the 23rd of this month, and Banks Engineering may start surveying on the 28th.

Charlie Martin stated we are still waiting on the clearing house, and this is not part of the urban services boundary.

Closing Comments:

1. Bob Peterson reiterated that part of the project has requirements from the consent decree plus future needs. Since this is not strictly a consent decree project it opens up the possibility for all consultants to propose on this project.



2. Bob Peterson addressed how comments from Kurt Zehnder with Hazen and Sawyer appeared on the documents posted on Ion Wave. He explained how he had copied and pasted a few things from a previous project that Kurt had been assigned to and reassured everyone that Kurt Zehnder had not seen the bid documents before anyone else.





North Elkhorn 3 Pump Station & Waste Water Storage

October 9 2025

Pre-Proposal Meeting Sign In Sheet

Name	Company	Phone	Email
Kurt Zehnder	Hazen and Sawyer	859-317-1424	kze@hazensawyer.com
Bob Peterson	LFCC	859-425-2438	RPE@LFCC.com
Charles Mat. J	LFCC	859-425-2438	Chmat@lfcc.com
Stephanie Blair	Palmer Engineering	859-221-5887	sblair@palmereng.com
JOHN STEINMETZ	BANKS ENGINEERING	859-421-9695	JSTEINMETZ@BANKSENGINEERING.COM
Sherry mulkins	Clark Dietz	502-797-8658	Sherry.mulkins@clarkdietz.com
Liz Dienst	Stand Assoc	859-225-8500	liz.dienst@stand.com
JUE HERNANDEZ	STANTEC	859-422-3043	JUE.HERNANDEZ@STANTEC.COM
Frank England	GRW Engineers	606-307-4862	frank@grwinc.com
Shirley Miller	Utica Pharmaceutical	859-258-3323	shirley@uticapharm.com
JOHN MURPHY	STANTEC	859-422-3005	JOHN.MURPHY@STANTEC.COM
Heidi Lancaster	Tetra Tech	859-618-8548	heidi.lancaster@tetra.tech
Jonathan Nieman	Black & Veatch	859-492-1425	NiemanJ@BV.com
TRACY JONES	CIVIL DESIGN INC (NBE)	859-351-0207	tjones@civildesigninc.com
Kristen Crumpton	AECOM	502-541-7688	kristen.crumpton@aecom.com
Katie Beard	PRIME AT	502-330-3125	Katie.beard@primeat.com



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Ste 100, Lexington, KY 40503

SIGNATURE OF BIDDER: 




ADDENDUM No. 3

 Bid Number: **#38-2025**

Date: November 6, 2025

 Subject: North Elkhorn 3 Pump Station and
 Wet Weather Storage
 Remedial Measures Plan ID No. NE-1

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 clarifications to the above referenced Bid:

	Questions	Answers
1.	Task 7 of RFP narrative states to provide RPR services for 18 months which is 3,120 hours at 40 hours/week. The third sentence of same paragraph states Fee proposal includes 2,080 hours RPR. The Fee Proposal sheet for Task 7 states (assume 3,120 hours at...). Please confirm the submitted fee is to be for 3,120 hours	Use 18 months and 3120 hours.
2.	Will the consultant need to conduct an evaluation for the potential effectiveness of the proposed oxygen injection system for the force main prior to design?	The consultant should engage the vendor's technical staff to fully understand any constraints/limitation for applying the specified odor control solution.
3.	Can LFUCG expand upon what is included in the allowance amount for Permitting?	The allowance for printing and permitting is a pass-through cost for Printing, Permitting Fees and related costs. For example, if a permit requires public notice, this will pay for the newspaper advertisement.
4.	Does LFUCG require a detailed breakdown on fee (hours & hourly rates) or just the summary sheet? If a detailed breakdown is required, can this be submitted on a single 11X17 sheet to conserve space/page counts?	LFUCG does not require a detailed breakdown on fee, only the summary sheet is required.





5.	There is a disconnect between the RFP and Addendum #2 regarding which survey services are required. Addendum #2, Item 4 from the pre-proposal meeting states that the survey requirements will be met by Banks Engineering. However, the RFP specifically states that Banks has been engaged to "conduct the field surveying necessary for easement acquisitions and fee simple property acquisition". Are the rest of the survey requirements to be met by Banks as part of their contract with LFUCG, or should bidders include the listed survey requirements for this project in the RFP in their submitted cost proposal, namely those in: • Task 2, Item #2 (topographical, utilities, benchmark, etc.) • Task 3, Item 2 (rock soundings), • Task 5, Item 4 (post construction survey) and • Task 5, Item 9 (record survey)	Addendum #2 and Addendum #3 supersede the RFP. Banks will be performing survey of topography and utilities in order to acquire property and easements and lay out a preliminary alignment. Rock soundings, post construction survey and record survey shall be the responsibility of the Design consultant.
----	---	--



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

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: _____



Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503
Street City Zip


Contact Name: Herb Lemaster, PE Title: Vice President

Telephone Number: 859.223.8000 Fax Number: 859.224.1025

Email address: Herb.Lemaster@tetrattech.com

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 of 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



Prepared by: **Herbert Lemaster, PE Vice President**

Date: 11 / 12 / 2025

(Name and Title)

Revised 2015-Dec-15



FEE PROPOSAL

Tetra Tech has prepared the attached Price Proposal in full accordance with the requirements outlined in RFP #38-2025 – Design and Preparation of Contract Documents and Services During Construction for the North Elkhorn Pump Station and Wet Weather Storage Project (NE3PS). The proposed fee reflects the defined Scope of Services and the specific tasks identified in the RFP's Fee Proposal Form. A detailed breakdown of tasks and associated fees is provided at the end of this section.

The proposed fee has been developed consistent with the RFP scope and deliverables, including design, permitting, bidding support, construction phase services, and resident project representation. The following assumptions form the basis of Tetra Tech's proposed fee.



Assumptions to Fee Proposal

- ◆ **Design Basis** – The design incorporates a minimum 9.25 MG above-ground prestressed concrete wet weather storage tank with dome cover, a 22 MGD wet weather pump station (WWPS) expandable to 27 MGD, a dry weather (duty) pump station (DWPS) with an initial capacity of 18 MGD (expandable to 23 MGD), and an internal, adjustable diversion structure (DS) to direct flows to the WWPS and WWS tank. The project includes approximately 4,600 LF of 30-inch PVC force main, 5,200 LF of 48-inch PVC gravity trunk sewer, tunneling under I75 for force main and gravity trunk sewer, and related conveyance and site improvements consistent with LFUCG's Pump Station Manual and design standards.
- ◆ **Design Guidelines** – The design efforts will be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual (Class A pump stations) and the LFUCG guidance for design - wet weather storage tanks, pump stations, and flow diversion structures.
- ◆ **Design Inputs and Coordination** – LFUCG/DWQ will provide all design flow and hydraulic modeling data. Hydraulic modeling is not required for the Design Memorandum. SCADA programming will be completed by LFUCG, the Contractor, or through the Other Construction Phase Services allowance. Foundation design for the pump station will follow recommendations from the approved geotechnical report and will not require extraordinary measures. Design for the tank bottom slab and foundation will be done in accordance with the LFUCG Guidance for Design - Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures. This will require coordination with tank manufactures and development of a conservative design basis for bidding.
- ◆ **Power and Utilities** – A formal power system study will not be required. LFUCG or the utility provider will furnish adequate power to the site for full system operation.
- ◆ **Project Documentation** – LFUCG will provide front-end documents, standard technical specifications, and standard details for inclusion in the construction bid package.
- LFUCG will conduct timely submittal reviews and provide site access for required surveys, geotechnical investigations, and other field activities.
- ◆ **Construction Administration** – Tetra Tech's fee proposal includes 3,120 hours for Resident Project Representation (RPR) services. The 3,120 hours is based on 40 hours per week for 18 months, as indicated in the RFP. The RPR will be on site at all times the Contractor is actively working and installing equipment, ensuring full coverage throughout the construction period. The RPR rate and total cost for 3,120 hours are included in the Price Proposal. Tetra Tech's construction phase fee includes appropriate hours for coordination, RFIs, submittal reviews, and progress meetings in accordance with Task 5 (Services During Construction) and Task 7 (Resident Project Representative).
- ◆ **Permitting and Environmental Services** – Permitting tasks include Waters of the U.S. (WOTUS) delineation, Phase I Threatened and Endangered (T&E) habitat assessment, historic and archaeological records review, KYTC encroachment, and coordination of required permits. Full historic or archaeological field surveys will be performed only if required by regulatory agencies and are not included in this proposal.
- ◆ **Budget Flexibility** – The proposed budgets correspond to the tasks identified in the RFP Fee Proposal Table. The overall budget encompasses all project activities; line-item allocations may be adjusted as necessary to maintain efficiency and compliance with the project schedule and deliverables.
- ◆ **Additional Assumptions** – Any required temporary shoring will be delegated to the Contractor for design. The proposal assumes all permitting and design reviews will proceed without delays outside of Tetra Tech's control.



Fee Proposal NE3PS Project

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	\$6,200.00	Prime, Dave Leonard Tree Specialist
Task 2: Preliminary Design and Field Evaluation	\$501,000.00	Prime, Viox, Magna, Webster, Third Rock
Task 3: Final Design	\$346,000.00	Prime, Viox, Magna, Webster, Third Rock
Task 4: Services During Bidding	\$23,000.00	Prime, Magna Webster
Task 5: Services During Construction (Assume 18 months)	\$ 252,000.00	Prime, Magna, Webster, Viox
Task 6: KIA assistance	\$ 41,000	Prime, Third Rock
Task 7: Resident Project Representative (assume 3,120 hours at \$ / hour)	\$280,800.00	Prime, L.E. Gregg
Allowance: Location of Underground Utilities	\$15,000	
Allowance: Geotechnical Investigations	\$25,000	
Allowance: Printing and Permitting	\$5,000	
TOTAL LUMP SUM FEE	\$1,495,000.00	

“*” – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.

Project Manager (Name)

Herb Lemaster, PE

424 Lewis Hargett Circle, Suite 110,

Lexington, KY 40503

Project Manager Office Address

Signed: 

Title: Vice President

Firm: Tetra Tech, Inc.

Date: 11/12/2025

All fees are Lump Sum for the NE3PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave.





EXPERIENCE

Tetra Tech maintains a network of offices throughout Kentucky and the Midwest. LFUCG is supported from our Lexington office located at:

**424 Lewis Hargett Circle
Suite 110
Lexington, KY 40503
P: 859.223.8000**



Tetra Tech's Lexington Office

Services

As one of the largest engineering consulting firms in the United States, Tetra Tech has built a reputation in the industry as a leader in developing effective solutions to ever-changing engineering challenges. For over 20 years, *Engineering News-Record (ENR)* magazine has ranked Tetra Tech as one of the **top two service providers in the water resources, sanitary, and SSO elimination industry**. Tetra Tech has been supporting municipalities, water/wastewater utilities, and government agencies since its inception, during which time we have gained extensive experience in providing technical, management, and regulatory support for all types of wastewater infrastructure projects.

Wastewater & Water Storage Experience

As a national engineering firm, Tetra Tech has designed many storage facilities across the United States. In the last 15-years, we have designed more than 73 storage facilities. The matrix below provides detail on similar storage facility projects that we have designed.

designed.

				SIMILAR SERVICES						
SUMMARY OF WASTEWATER ENGINEERING EXPERIENCE PROJECT/LOCATION				Site Planning	Storage Tank	Pump Station	Sewer/Yard Piping	Permitting	Construction Phase	Tunneling (Boring)
			STORAGE VOLUME (MG)	DESIGN FLOW (MGD)						
Projects	1.	West Hickman Headworks, Wet Weather Storage Tank and Pump Station, Lexington, KY	18/22	150	✓	✓	✓	✓	✓	✓
	2.	Wolf Run Wet Weather Storage Facility, Lexington, KY	1.8	7.3	✓	✓	✓	✓	✓	✓
	3.	Lakeview Pump Station & EQ, Fort Wright, KY	10.5	38.3	✓	✓	✓	✓	✓	✓
	4.	Church Street Equalization Tank & Wet Weather Facility, Fort Wright, KY	2.6	7.2	✓	✓	✓	✓	✓	✓
	5.	W6 Pump Station, Fort Wright, KY	2.7	11	✓	*	✓	✓	✓	✓
	6.	Central Boone County Conveyance, Fort Wright, KY	N/A	10/26	✓	*	✓	✓	✓	✓
	7.	Lansing Avenue Pump Station Equalization Basin, Lansing, MI	5	5.6-60	✓	✓	✓	✓	✓	
	8.	Nine Mile Pump Station, St Clair Shores, MI	N/A	385	✓		✓	✓	✓	✓

* Sized for future storage tank

Tetra Tech's related wastewater services include:

- ◆ Design of collection system conveyance, pumping, and storage solutions
- ◆ SSO elimination and collection system planning
- ◆ Wastewater asset management systems
- ◆ Hydraulic modeling of sewer collection systems
- ◆ Infrastructure master planning for long-term capital improvement
- ◆ Web-based and GIS-based data management and tracking systems

Tetra Tech has a long history of working on storage and pump station projects in Kentucky, including a \$61 million project for LFUCG that involved the design of 40 MG of storage (22 MG in Phase 1), 150 mgd dry weather/wet weather pump station, force main, and gravity sewers.

With our relevant expertise and proven experience in designing force mains and pump stations in Kentucky, we have assembled a team that understands LFUCG programs, Kentucky Division of Water regulations, and federal/state permitting requirements. In addition to the qualifications presented below, we have included several detailed project descriptions on the following pages.

Firm Qualifications

Tetra Tech experts have studied, planned, designed, and supported construction of wastewater and SSO control projects in Kentucky and the United States. Our Lexington staff are seasoned professionals and serve as a design center for wastewater conveyance and pumping projects nationally. In Kentucky, we have completed wastewater projects for the cities of Berea, Morehead, Maysville, Louisville, and Lexington. These projects dealt with local issues such as permitting, easements, stream crossings, and rock construction. Additionally, all of these projects involved coordination with existing utilities and local, state, and federal permitting.



Past Projects

Tetra Tech experts have studied, planned, designed, and supported construction of wastewater storage and pumping projects in Kentucky and throughout the United States extensively. Our Lexington and Louisville staff are seasoned professionals and serve as a design center for conveyance, pumping, and storage projects nationally. Our work in Lexington, Kentucky is directly relevant to this project. We recently provided design and construction phase services for the Wolf Run SSO Elimination Project (7.3 MGD pump station and 1.8 MG storage basin) and West Hickman WWTP Improvement Project (150 MGD pump station, and 18/22 MG storage tanks). Over the past five years, **Tetra Tech has consistently delivered projects within budget and on schedule, demonstrating our commitment to quality, efficiency, and client satisfaction.** At your request, we have included three project descriptions highlighting capabilities and why they are relevant to this project on the following pages. The following table provides a summary of our wastewater engineering experience as it relates to the specifics of this project.

West Hickman Headworks, Wet Weather Storage Tanks and Pump Station

Lexington-Fayette Urban County Government, KY



REFERENCE: Charlie Martin, PE, 859.425.2400 | **DATES:** Phase 1 - 2015–2020; Phase 2 - 2020–2022 | **BUDGET:** \$2.9 million (Phase 1 Engineering Fee); \$0.3 million (Phase 2 Engineering Fee) \$59,637,000 (Phase 1 Construction); \$17,450,000 (Phase 2 Construction) | **TEAM MEMBERS:** Herbert Lemaster, PE, Project Manager; James Brescol, PE, Hydraulics; Brent Bode, PE, Process Engineer; Richard Walker, PE, CFM, QA/QC; Michael Sutherland, PE, CEM, LEED AP BD+C, Mechanical; Roger Kaliman, PE, Process Engineer; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

PROJECT RELEVANCE

- ◆ Major wet weather project to address SSO discharges that required coordination with existing operations
- ◆ Consent decree project with defined schedule
- ◆ Wet weather storage, pumping station, WWTP headworks and sewer construction
- ◆ Kentucky permits and financing requirements

The West Hickman Wet Weather Storage facility is part of Lexington-Fayette Urban County Government's (LFUCG) \$600 million capital program to address Clean Water Act violations of their separate sanitary sewer system as part of a federal Consent Decree. The facility will be used to store wastewater and prevent overflows at the plant for the two-year 24-hour design storm. Tetra Tech developed the design drawings, contract documents, and permitting applications and responded to comments from all regulatory agencies, such as the Kentucky Division of Water, USACE, and U.S. Fish and Wildlife Service. The team also developed a comprehensive design report that contained the design approach and calculations for civil, structural, process, mechanical, and electrical disciplines. They also conducted an in-depth QA/QC review of the construction drawings with the client to ensure that the drawings clearly depicted the design intent and to minimize RFIs during the bidding phase of the project. This process resulted in highly competitive construction bids that came in lower than the planning estimates for the facility. Our team also provided construction services, including a full-time resident inspector; review and processing of shop drawings; review and response to requests for information; evaluation and recommendations on change orders; processing of pay requests; and final inspection.

Wolf Run Wet Weather Storage Facility

Lexington-Fayette Urban County Government, KY



PROJECT RELEVANCE

- ◆ Design of an AWWA Type III Tank
- ◆ Influent Pump Station
- ◆ Located in a residential area
- ◆ Kentucky permits and financing requirements

REFERENCE: Charlie Martin, PE, 859.425.2400 | **DATES:** 2014–2016 | **BUDGET:** \$531,401 (Engineering Fee); \$5.1 million (Construction) | **TEAM MEMBERS:** Herbert Lemaster, PE, Project Manager; James Brescol, PE, Hydraulics; Jason Burkett, PE, SE, MLSE, Structural Lead; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

The Wolf Run Wet Weather Storage facility is part of LFUCG's \$600M capital program to address Clean Water Act violations of their separate sanitary sewer system as part of a federal Consent Decree. The sanitary sewer system in the area lacks sufficient capacity for the 2-year 24-hour design storm. The facility is used to store the wastewater during a storm event to minimize sewer overflows in the area. Tetra Tech prepared the necessary permitting applications and responded to comments from all regulatory agencies, such as Kentucky Division of Water, US Army Corps of Engineers, and US Fish and Wildlife Department. The project included a 1.8 MG covered prestressed concrete storage tank, a 7.3 MGD wet weather pump station, a diversion structure, and a discharge valve vault. Tetra Tech provided construction services for the facility, including full time resident inspection, review and processing of shop drawings, review and response to Requests for Information, evaluation and recommendations on Change Requests, processing of Pay Requests, and final inspection.



Lakeview Pump Station and EQ

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



PROJECT RELEVANCE

- ◆ Pump station design
- ◆ Grading plan for a prestressed circular concrete storage tank
- ◆ ACOE and KDOW permitting

REFERENCE: Cap Kiser, 859.578.7450 | **DATES:** 2023-Ongoing | **BUDGET:** \$375,000 (Engineering Fee); \$26,142,000 (Construction)

TEAM MEMBERS: Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified series of conveyance and storage projects along Banklick Creek to eliminate sanitary sewer overflows (SSOs) and meet the terms of a consent decree. The Lakeview EQ Tank and Wet Weather Pump Station project is a key component to the Banklick Creek system and Tetra Tech was selected to perform design and construction phase services for the following improvements:

- A new diversion structure and 54-inch creek crossing to divert excess flow from the gravity sewer system along Madison Pike to the influent pump station
- A 38.3 MGD submersible pump station to lift excess wet weather flow into the storage tank
- A 10.5 million gallon (MG) AWWA D110 Type III storage. Stored flows would be gravity dewatered in a controlled manner to the sanitary sewer system.

Church Street Equalization Tank & Wet Weather Pump Station Facility

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



PROJECT RELEVANCE

- ◆ Landfill considerations
- ◆ Floodplain impacts
- ◆ Maintenance of traffic
- ◆ Trenchless construction for sewer upsizing
- ◆ AWWA D110 Type III tank with flushing
- ◆ Tight project schedule

REFERENCE: Cap Kiser, 859.578.7450 | **DATES:** 2022-2023 | **BUDGET:** \$428,000 (Engineering Fee); \$12,116,000 (Construction)

TEAM MEMBERS: Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

Sanitation District No. 1 of Northern Kentucky (SD1) implemented its Clean H2O40 Program to address CSOs and SSOs to local waterways. The Church Street Equalization Tank was a critical part of the consent decree program to eliminate overflows in the Banklick Creek watershed. Implementation of this complex project required a team that understood the design, permitting, and construction aspects for wastewater storage using pre-stressed circular tanks. SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky, including nearly 1,650 miles of publicly owned sanitary and combined sewers and 121 pump stations. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified a series of improvements to eliminate SSOs for the 2-year, 6-hour design storm event. The improvements included construction of the Church Street Storage basin, pump station, and gravity sewer to alleviate excess flows to the Banklick Pump Station and eliminate CSO and SSOs to Banklick Creek. To meet the objectives of the UWSP, SD1 retained Tetra Tech to design a new equalization tank, wet weather influent pump station, and capacity increases to the gravity sewer system.

The Church Street improvements included complete engineering services to perform site planning and design of the following components:

- A 2.6 MG AWWA D110 Type III storage facility, located at grade adjacent to the Bill Cappel Sports Complex. Stored flows would be gravity dewatered in a controlled manner to the sanitary sewer system.
- A conventional submersible pump station designed for peak flows up to 7.2 million gallons per day (MGD).
- A new diversion structure and yard piping to divert excess wet weather flow from the gravity sewer system to the influent pump station.
- Upsizing approximately 1,250 LF of existing gravity sewer to alleviate capacity limitations.



W6 Pump Station

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



PROJECT RELEVANCE

- ◆ Design of a wastewater pump station following SD1 standards
- ◆ Design of a split wet well, accounting for dry and wet weather flow conditions
- ◆ Site design includes consideration for a future wet weather storage basin

REFERENCE: Maria Torres-Perea, 859.578.7461 | **DATES:** 2022-Ongoing | **BUDGET:** \$378,246 (Engineering Fee); \$5,982,600 (Construction)

TEAM MEMBERS: Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky, including nearly 1,650 miles of publicly owned sanitary and combined sewers and 121 pump stations. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified a series of improvements to eliminate Sanitary Sewer Overflows (SSOs) for the 2-year, 6-hour design storm event. These proposed improvements include construction of the W6 Pump Station to alleviate excess flows to the Lakeview Pump Station. The W6 Pump Station would discharge flows to a gravity sewer located near Weaver Road and I-75/71. The W6 Pump Station project includes the following project components:

- A split wet well to serve current flows (5 MGD) and future growth and excess inflow/infiltration (11 MGD)
- High-head hydraulic conditions and complex pump selection requirements
- Site planning for a future 2.7 MG equalization basin

Central Boone County Conveyance

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



PROJECT RELEVANCE

- ◆ Approximately 35,000 feet of 30- and 36-inch sanitary sewer

REFERENCE: Lydia Watkins, PE, 859.547.1654 | **DATES:** 2021-Ongoing | **BUDGET:** \$785,000 (Engineering Fee)

TEAM MEMBERS: Herbert Lemaster, PE, Senior Engineer; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Lead Designer; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

Tetra Tech was selected to design approximately 35,000 LF of new 30- and 36-inch sanitary sewer, and two 10 MGD pump stations operating in series (lead pump station is expandable to 32.9 MG for future WWS tank) including:

- Eliminating capacity deficiencies at multiple SD1 lift stations by providing an outlet for sanitary sewer flows, south to the Western Regional WRF. This eliminates multiple SSOs at the lift stations and helps SD1 meet the terms of the UWSP.
- Provide capacity for future flows in the developing portions of Boone County.
- Selection of an alignment that minimizes easement needs, depth of construction, and capital costs.
- Design of 23 crossings of Woolper Creek using a pilot-guided bore approach to maintain grade and capacity at the crossings.
- Field investigations and preparation of permits to meet ACOE and KDOW requirements.
- Use of a drone to collect LiDAR data for developing 1-foot contours for the project basemap.
- Development of design exhibits for negotiating easements and full legal descriptions for more than 80 easements.



Lansing Avenue Pump Station Equalization Basin

City of Lansing, MI



PROJECT RELEVANCE

- ◆ Design of a wastewater pump station following SD1 standards
- ◆ Design of a split wet well, accounting for dry and wet weather flow conditions
- ◆ Site design includes consideration for a future wet weather storage basin

REFERENCE: Brian Ross, PE, 517.483.4405 | **DATES:** 05/2024-12/2024 | **BUDGET:** \$2,000,000 (Engineering Fee); \$23,000,000 (Construction)

TEAM MEMBERS: Marc Teitsma, PE, Project Engineer

The City of Lansing Michigan required improvements to the existing Lansing Avenue Pump Station. The major improvements for the project include a new 5 MG flow equalization basin, a new mechanical bar screen system to remove debris and convey it to dumpsters for removal, and flow meter installations within the existing pump station. The designs for this project had to be fast-tracked to be completed between May 2024 through January 2025 to meet client goals for funding acquisition and bidding in early 2025.

Tetra Tech designed major screening upgrades for the Lansing Avenue Pump Station, replacing aging clamshell-style trash racks with two 40-foot-deep Duperon Flexrake mechanical bar screens. Each screen can process the full peak flow of 60 MGD if the other is offline. The new system uses variable frequency drives and radar level sensors to adjust screen speed based on water level and discharges screenings to a washer/compactor for dewatering and disposal.

The project followed a fast-tracked schedule (May 2024–January 2025) to meet funding deadlines. Biweekly coordination meetings with the City ensured progress and alignment with project goals. Midway through design, the City opted for early procurement of the bar screens to reduce lead times, prompting Tetra Tech to expedite final design and regulatory approval ahead of the full project bid.

Nine Mile Pump Station

St. Clair Shores, MI



PROJECT RELEVANCE

- ◆ Wet well design of 385-MGD pump station
- ◆ Physical modeling to verify the performance of wet well
- ◆ Coarse screening
- ◆ Structural and architectural elements for the substructure and superstructure
- ◆ Instrumentation to automate pumping, secure the site, and monitor motors

REFERENCE: Vince Astorino, 586.469.6320 | **DATES:** 2025-Ongoing | **BUDGET:** \$1,700,000 (Engineering Fee), \$65,000,000 (Construction)

TEAM MEMBERS: Brent Bode, PE, Project Engineer; Matt Ulrich, PE, Structural

Tetra Tech led the engineering design for the construction of the Nine Mile Pump Station, which will be the second-largest pump station in Macomb County. This project was initiated by the Macomb County Public Works Office (MCPWO) to provide redundancy for the Chapaton Pump Station and protect sewer customers during high lake elevations. Our design includes procuring additional site area, wet well design, physical modeling, screening, and automatic cleaning; structural, architectural, instrumentation, and electrical components; pumping and generators to help provide backup power. Geotechnical work included designing a temporary earth retention system to fit the wet well between the existing Nine Mile Box sewer and the RTB. The design included collaboration with the MCPWO staff.

Tetra Tech designed the Chapaton Pump Station in 1969 to collect wastewater from southeastern Macomb County and capture it in the Chapaton Retention Basin. The Chapaton Pump Station is one of the largest Pump Stations in Michigan and the largest in Macomb County. Seeking to provide redundancy for Chapaton Pump Station and protection of the sewer customers during high lake elevations, MCPWO initiated the design and construction of the Nine Mile Pump Station in 2025. MCPWO retained Tetra Tech to lead the design through a qualification-based selection.



PROJECT MANAGER EXPERIENCE & CAPACITY

Ability to Manage Design Activities Similar in Scope

PROJECT MANAGER QUALIFICATIONS – We understand the importance of the North Elkhorn Pump Station and Wet Weather Storage Facilities Project to LFUCG's commitment to the Consent Decree requirements and long-term infrastructure and compliance goals. This is a complex and multi-discipline project that requires a Project Manager that has the experience and capability to successfully complete this project. Tetra Tech's proposed Project Manager, Herb Lemaster, PE, has shown his ability to meet and exceed Client's expectations on similarly complex projects. He has served as Project Manager for the design of three similar tank projects for LFUCG's RMP group. The table below provides a summary of these projects and evidence of his experience and qualifications to lead this important project for LFUCG. Additionally, Herb is currently serving as Design Manager for similar projects for another utility in Kentucky. These projects include Lakeview Pump Station and EQ tank (38.3 MGD pumping capacity, 10.5 MG storage, in construction), Central Boone County Conveyance – Phase 2 Pump Stations (Two - 10 MGD pump capacity stations in series, lead pump station is expandable to 32.9 MGD for future WWS tank, in construction), W6 Pump Station (5 MGD pumping capacity, expandable to 11 MGD, in construction), Church Street Pump station and EQ Tank (7.2 MGD pumping capacity, 2.6 MG storage, prepared for bidding), and Central Boone County Conveyance – Phase 3 & 4 (35,000 feet of 30 and 36-inch gravity sewer, prepared for bidding).

The West Hickman WWTP Wet Weather Storage and Headworks Improvements project (listed in the table) is the largest multi-discipline project completed in LFUCG's Consent Decree Remedial Measures Plan. This project included the design and construction of a 22-million-gallon AWWA D110 wet weather storage tank, 150 MGD screening capacity, 70 MGD grit removal system capacity, 70 MGD capacity process pump station to the treatment facilities, 80 MGD capacity pumpstation to wet weather storage tanks, and two (2) 2,500-kW backup generators with associated medium voltage transformers and switchgear. As the Project Manager for this project, Herb Lemaster oversaw all disciplines and coordinated with LFUCG's RMP group, plant engineering group, and plant operations group through the successful design, construction, and startup of this facility. When necessary, Herb has integrated our national experts within Tetra Tech into a cohesive and responsive team that has met the demanding requirements and schedules of these highly complex projects.

Herb Lemaster has directly shown to LFUCG his ability to manage projects similar and larger in scope and magnitude of the North Elkhorn Pump Station and Wet Weather Storage Project.

Knowledge and Understanding

Tetra Tech and Herb Lemaster as the Project Manager is the Engineer of Record for the West Hickman Wastewater Treatment Plant Headworks and Wet Weather Storage facilities, Wolf Run WWS facility, West Hickman Wet Weather Storage – Phase 2 and many other LFUCG projects. Our Project Manager and local office staff has provided planning, permitting, design, and construction administration services for these projects. We have shown our ability to coordinate and work within LFUCG's planning and regulatory requirements as well as our ability to meet the permitting requirements from Federal and Commonwealth regulatory agencies such as the Kentucky Division of Water, Kentucky Division of Housing, Building, and Construction, US Fish and Wildlife, US Army Corp of Engineers.

Additionally, Herb Lemaster and our team has assisted LFUCG with projects that are funded through the Kentucky Infrastructure Authority. We are fully aware of the requirements of this, and other funding agencies and the necessary procedures and processes required to be fulfilled in order to obtain those funds. As proof of this, the West Hickman Wet Weather Storage and Headworks project was nominated by the Kentucky Infrastructure Authority and recognized by the USEPA for Excellence and Innovation with Honorable Mention for the 2019 Performance and Innovation in State Revolving Fund Creating Environmental Success (PISCES) program.



PROJECT MANAGER EXPERIENCE

REQUIRED EXPERIENCE	RELEVANT PROJECTS
Project Manager Experience with Similar Projects	West Hickman Wet Weather Storage Tank (22 MG) and Pump Station (150 MGD) - Phase 1, Lexington, KY Construction Value: \$59,637,000
	West Hickman Wet Weather Storage Tank (18 MG) - Phase 2, Lexington, KY Construction Value: \$17,450,000
	Wolf Run Wet Weather Storage Facility, Lexington, KY Construction Value: \$5,100,000 (7.3 MGD pumping capacity, 1.8 MG storage)



Past Performance with LFUCG & DWQ

Herb Lemaster has successfully served as Project Manager on numerous LFUCG design and construction projects. Following is a partial listing of these projects.

Ability to Effectively Communicate, Respond, & Relay Critical Project Information to the Project Team

Tetra Tech and Herb Lemaster have established a reputation of providing the high-level of service you expect. We are committed to providing open communication to ensure that the needs and concerns of LFUCG and its operations staff are addressed and included in design documents and the operational and maintenance plans. Our goal is to operate as a direct extension of your staff and reduce the effort required from your staff or the staff of your program management consultant. We have demonstrated our ability to do this on other Consent Decree projects at West Hickman and Wolf Run. Tetra Tech and Herb Lemaster uses a problem-solving approach. When we identify a problem that requires input by your staff, we will always bring you viable solutions to consider. When issues are encountered in design or construction, we notify LFUCG immediately and respond quickly, as we always have. As part of this approach, we will establish a SharePoint site to house all critical documents and create logs to track issues, risks,

WASTEWATER SCREENING

Screening of pump stations is a common practice that should be discussed during design. Screens remove solid materials from the waste stream that can clog pumps and make tank cleaning more difficult.

Tetra Tech has designed many manual and automatically-cleaned screens and can discuss this feature with Lexington.



LFUCG PROJECT	DESCRIPTION
Campbell, Barnard, Bob-O-Link Stormwater Analysis	Hydraulic evaluation of stormwater conveyance systems, development of improvement alternatives, and development of design/ construction documents
West Hickman WTP Biological Phosphorus Removal	Design and construction administration of BPR improvements, including rehabilitation of BPR basins, installation of 32 submersible mixers, new on-line nutrient process monitoring systems, eight associated sampling pumps, and four sodium aluminate pumps.
Jacks Creek Pike Landfill at Raven Run Sanctuary	Design and construction administration of the closure plan for the abandoned landfill, which included a leachate treatment system. Provided additional technical support for ongoing maintenance activities.
Walhampton Stormwater Improvements	Design of new storm sewers and a detention basin to improve subdivision drainage system.
Vaughns Branch Flood Mitigation	Design and construction oversight of a seven-acre detention basin, channel widening, and enlargement of four culverts
Haley Pike Landfill Leachate Management Improvements	Design/Bidding Document development, bidding, construction administration and on-site Resident Project Representative for installation of four aeration mixers, replacement of HDPE liners, and replacement of constructed wetland media
Haley Pike Compost Pad Replacement	Design/Bidding Document development, bidding, construction administration, and on-site Resident Project Representative (RPR) for the removal and replacement of approximately 8,600 square yards of the existing compost pad
Haley Pike Compost Pad Reconstruction	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the removal and replacement of approximately 5,700 square yards of the existing compost pad
Phase 4 of the Haley Pike Landfill Closure	Design/Bidding Document development for the construction of Phase 4 the Haley Pike Landfill Closure
Haley Pike Landfill Pump Station Upgrade	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of the leachate pump station upgrades. The upgrades increased the capacity of the pump station from 10 gpm to 150 gpm.
Phase 3 of the Haley Pike Landfill Closure	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of Phase 3 of the Haley Pike Landfill Closure
Phases 1 and 2 of the Haley Pike Landfill Closure	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of Phases 1 & 2 of the Haley Pike Landfill Closure Representative
Haley Pike Compost Pad Addition	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of an addition of approximately 3 acres to the existing compost pad and reconstruction of the sediment pond
Closure Plan for Haley Pike Landfill	Development of the necessary closure documents for submittal and approval by the Kentucky Division of Waste Management.



PROJECT TEAM EXPERIENCE

We have assembled a highly qualified team that has significant experience providing design services for AWWA D110 compliant storage basins and new wet weather pump station projects in Kentucky. Our Lexington and Louisville staff members offer extensive experience and these offices serve as design centers for wastewater and wet weather control projects.

FIRM HISTORY

Since 1966, Tetra Tech has been **Leading with Science®** to address its clients' most complex needs, striving to be the premier worldwide consulting and engineering firm. With 30,000 associates globally in 550 offices worldwide, we provide innovative solutions in water, environment, energy, infrastructure, and resource management for government and commercial clients. Our capabilities span the entire project life cycle, from planning and design to construction and operation.

Recognized by *Engineering News-Record (ENR)* as a top-tier firm—ranked No. 3 in Top 500 Design Firms—Tetra Tech is home to leading technical experts across diverse disciplines.

Planning and designing multidisciplinary improvements for water and wastewater treatment and pumping facilities is at the core of our business. Our team consists of local, regional, and national water and wastewater engineering experts in providing the full range of water and wastewater planning and design services you will require for this contract.

Tetra Tech's expertise includes a wide range of services such as civil, water treatment, wastewater treatment, hydrogeological, mechanical, electrical, environmental, geotechnical, and structural engineering; surveying; architecture; mapping/GIS services; supervisory control and data acquisition (SCADA); utility planning; and construction inspection services. Our innovative approach ensures we provide excellence across all sectors, including for clients like LFUCG.

PROCESS MECHANICAL EXPERIENCE

Tetra Tech is nationally recognized as a leader in providing mechanical, electrical, and plumbing (MEP) designs to facilities. Our mechanical engineers and designers specialize in building systems for municipalities that include specialized environments such as high humidity and residual chlorine environments.

Our traditional and sustainable building designs are energy and resource efficient and promote a healthier environment for building occupants. Our mechanical engineers also work hand-in-hand with our process engineers for layout and design of robust equipment design needed to facilitate process piping. This includes pneumatic and hydraulically controlled systems.

In addition to traditional engineering solutions Tetra Tech also has a building assessment group that focuses on assessments of all types of facilities, including mechanical systems, plumbing, fire protection, building structural analysis, and lighting. We use Arc GIS, tables, and smart devices to collect, manage, store, and display gathered information, which we can easily extract to produce reports, excel files, or even import into asset management programs or work management programs.

I&C EXPERIENCE

Tetra Tech has provided electrical engineering, system integrations, and security system integration services to more than 400 industrial, municipal, and governmental clients nationwide. Our expert staff of electrical, SCADA, and control systems engineers offers a wide variety of services for new, renovated, and retrofitted projects.

Professional and technical staff members work as a fully integrated unit, with offices regularly sharing resources to keep projects on schedule and under budget. This approach allows us to accommodate changing economic climates as projects flow through the design and construction/implementation phases.

QUALITY ASSURANCE & QUALITY CONTROL

Tetra Tech implements a mandatory QA/QC program for all projects, focused on continuous improvement through problem prevention, efficiency, reduced variability, and enhanced performance. All deliverables undergo formal review before submission.

This rigorous process applies to all team members and integrates with project management to ensure deliverables meet client goals cost-effectively. QA/QC is incorporated at the 30%, 60%, 90%, and 100% design stages, following the Plan-Do-Check-Act model.

QA activities guide work to meet professional and regulatory standards, while QC checks confirm quality at key milestones. Continuous improvement is achieved through lessons learned and corrective actions. Issues identified during reviews are addressed collaboratively with the client, documented, and tracked to closure to maintain project progress and transparency.

EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS, POLICIES, & PROCEDURES

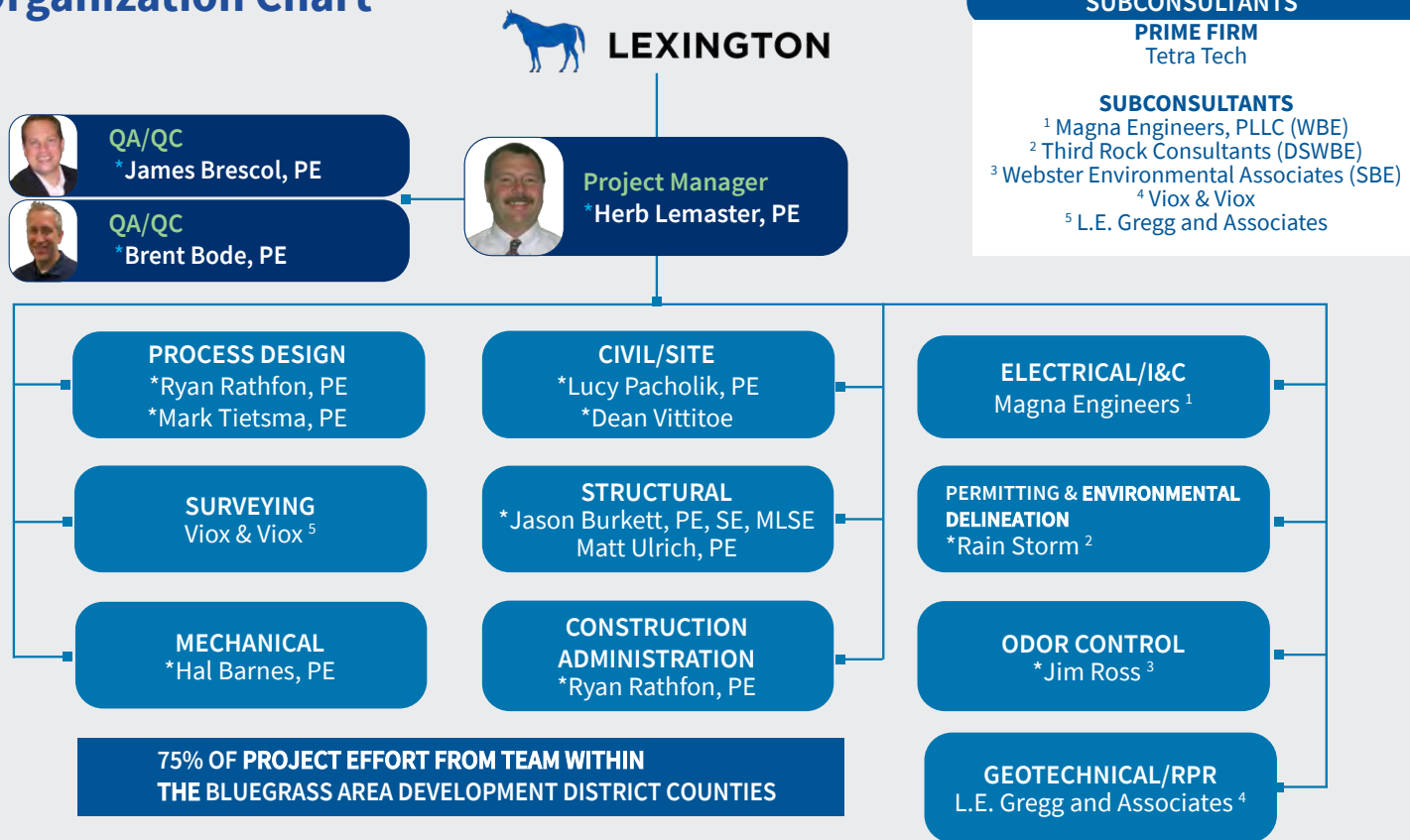
Tetra Tech promotes a responsible employment environment through a commitment to equal opportunity employment. We embrace a diverse workforce and recognize and respect qualities such as gender identities, age, race, ethnicity, national origin, culture, religious or political beliefs, language, education, socioeconomic background, veteran status, family or relationship status, sexual orientation, genetics, and/or disability. This policy applies to operations, suppliers, vendors and partners worldwide, regardless of geographic location. Tetra Tech also respects and adheres to universal principles and norms that protect human rights in employment, including the freedom of association and the rights of workers to lawfully and peacefully associate, organize, and bargain collectively.

ORGANIZATIONAL CHART

The organization chart, shown on the following page, and the qualifications of the key staff on the following page shows the required experience for sanitary sewer design and USACE/KDOW permitting. One-page resumes for key personnel are provided in the Appendix.



Organization Chart



*Indicates Key Personnel

Our Subconsultants

We have developed a working relationship with our proposed subconsultants through relevant projects, like the Central Boone County Conveyance and W6 Pump Station projects. The subconsultants listed below have significant experience in central Kentucky, including work with LFUCG. Our Project Manager, Herb Lemaster, PE, will lead the effort to coordinate with our subconsultant team members to manage the schedule and review deliverables.



Magna Engineers | Electrical/I&C

Magna Engineers, a woman-owned consulting firm, provides electrical, mechanical, and instrumentation/controls engineering services. Their expertise includes design for construction, facility assessments, energy audits, life-cycle cost analysis, cost estimating, value engineering, and constructability reviews. Using SKM® Power Tools software, Magna performs power system studies—such as short circuit, coordination, arc-flash, and harmonics analyses—and provides arc flash labeling. Their LEED-accredited professionals deliver energy-efficient designs and calculations for LEED-certified projects.



Third Rock Consultants | Permitting & Environmental Delineation

Third Rock Consultants provides comprehensive permitting services, including ecological surveys, stream and wetland restoration, environmental planning (401/404 permitting, NEPA documentation, feasibility studies), MS4 program management, and erosion and sediment control. Their multidisciplinary team includes ecologists, engineers, geologists, planners, inspectors, and GIS specialists. Third Rock is certified as a DBE, SB, and WBE by multiple agencies and holds Kentucky DOT consultant prequalification.



Webster Environmental Associates Geotechnical & Odor Control

Webster Environmental Associates, Inc. (WEA) is an engineering firm. Webster Environmental Associates, Inc. (WEA) specializes in odor control engineering for municipal, industrial, and solid waste facilities, with over 750 projects completed nationwide. WEA designs a full range of gas-phase systems—including biofilters, bioscrubbers, biotrickling filters, carbon adsorbers, chemical scrubbers, and ionization systems—as well as liquid-phase treatment systems such as calcium nitrate, iron salts, hydrogen peroxide, and magnesium hydroxide.



L.E. Gregg | Geotechnical

Established in 1957, L.E. Gregg is a geotechnical environmental, and materials engineering firm. Their team is comprised of professional engineers, scientists, and engineering representatives. Their experts develop geotechnical investigation programs that include field exploration and laboratory testing to evaluate the subsurface conditions.



Viox & Viox | Surveying

Since 1945, Viox & Viox's land surveying team brings decades of experience in Kentucky, supported by extensive private land records and advanced technology. Their services include boundary, topographic, ALTA/NSPS, and construction staking surveys—each performed with GPS, robotic total stations, and Lidar-equipped drones for precision and reliability. The firm also provides residential lot, infrastructure, and utility surveys, as well as easement exhibits, FEMA elevation certificates, and right-of-way documentation. With licensed professional surveyors and a commitment to accuracy and efficiency, Viox & Viox delivers comprehensive surveying solutions for projects of any scale.



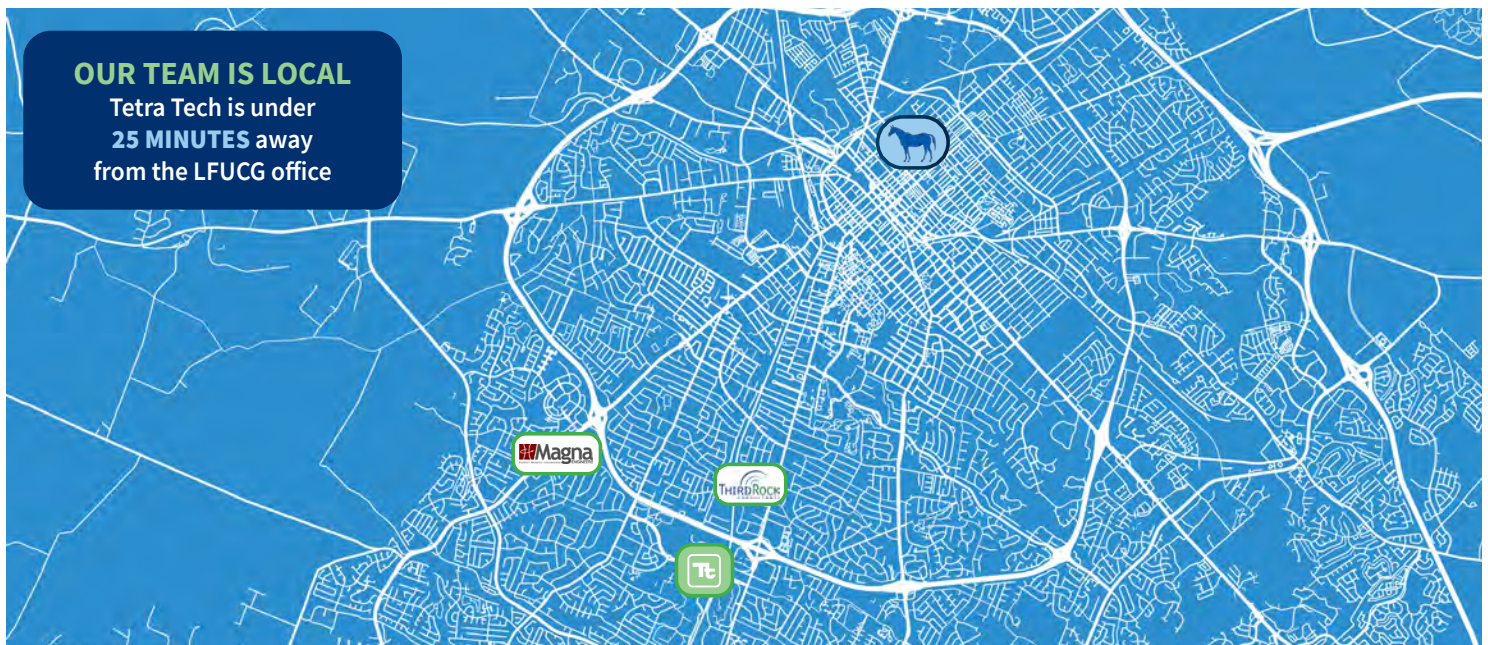
Tetra Tech Team Project Experience

The proposed project team exceeds the minimum qualifications identified in the RFP. The following matrix provides an example of the storage, pumping, and sewer related experience for the key staff on this project. The matrix shows how each of these staff members offer a minimum of three projects involving design and construction of sanitary sewers and wastewater pump stations.

KEY STAFF	QUALIFICATIONS							
	West Hickman – LFUCG 150 MGD Pumping, 22 and 18 MG Storage Tanks, Lexington, KY	Wolf Run – LFUCG 7 MGD Pumping and 1.8 MG Storage Tank, Lexington, KY	Lakeview Pump Station & EQ, Fort Wright, KY	Church Street Equalization Tank & Wet Weather Facility, Fort Wright, KY	W6 Pump Station, Fort Wright, KY	Central Boone County Conveyance – SD1 35,000 LF of Sewer, Fort Wright, KY	Lansing Avenue Pump Station Equalization Basin, Lansing, MI	Nine Mile Pump Station, St Clair Shores, MI
Herb Lemaster, PE	✓	✓	✓	✓	✓	✓		
James Brescol, PE	✓	✓	✓	✓	✓	✓		
Brent Bode, PE	✓						✓	✓
Jason Burkett, PE, SE, MLSE	✓	✓	✓	✓	✓			
Matt Ulrich, PE	✓	✓	✓	✓	✓			
Ryan Rathfon, PE	✓	✓	✓	✓	✓	✓		
Mark Tietsma, PE					✓		✓	✓
Lucy Pacholik, PE	✓	✓	✓	✓	✓	✓		
Dean Vittitoe	✓	✓	✓	✓	✓	✓		
Michelle Howlett, PE, LEED AP			✓	✓	✓			
Rain Storm	✓	✓	✓	✓	✓	✓		

OUR TEAM IS LOCAL

Tetra Tech is under
25 MINUTES away
from the LFUCG office





Summary of Key Staff Qualifications

The following table presents a summary of the qualifications that our proposed team brings and the benefits to LFUCG.

STAFF / ROLE	QUALIFICATIONS
Herb Lemaster, PE <i>Project Manager</i>	30+ years of experience in water/wastewater engineering and senior engineer on most complex design and construction projects in Kentucky (KY) - Project Manager and Lead Engineer for design of three AWWA D110 compliant SSO storage tanks in KY and long-standing relationships with the Kentucky Division of Water - Expert in identifying construction feasibility issues and extensive experience with state and federal permitting
James Brescol, PE <i>QA/QC</i>	20+ years of experience in wastewater engineering - Served as Project Manager, leading the planning and final design efforts for two SSO control storage basins and three wet weather pump stations
Brent Bode, PE <i>QA/QC</i>	25+ years of experience in wastewater design - Lead engineer of over 300 MGD pump stations
Ryan Rathfon, PE <i>Process Design, Construction Admin</i>	15 years of experience in municipal utility design for potable water, sanitary sewer, and storm sewer systems - Lead design engineer for Central Boone County Conveyance, W6 Pump Station, and Church Street EQ Tank and Pump Station
Mark Tietsma, PE <i>Process Design</i>	- Lead designer for Lansing Avenue pump station storage tank 25+ years of complex process design
Lucy Pacholik, PE <i>Civil/Site</i>	10+ years of experience in potable water, sanitary sewer, and storm sewer engineering, including for the West Hickman Wet Weather Storage Facility and the Wolf Run Wet Weather Storage Facility - Lead design engineer for Lakeview Pump Station and EQ Tank
Dean Vittitoe <i>Civil/Site</i>	29+ years of experience as a CADD designer of potable water, sanitary sewer, and other utility systems - Lead designer for the West Hickman Wet Weather Storage Facility and the Wolf Run Wet Weather Storage Facility
Jason Burkett, PE, SE, MLSE <i>Lead Structural</i>	- Structural Engineer-of-Record for three AWWA D110 compliant storage tanks in Lexington 19 years of experience designing, reviewing, and performing independent technical reviews for structural projects related to water/wastewater facilities and well-versed in state, Federal, and local code requirements
Matt Ulrich, PE <i>Structural & Construction Administration</i>	15+ years of experience in structural analysis and design, condition assessments, repair and restoration, construction administration, and special inspections in Kentucky - Experience with LFUCG, including for the West Hickman Wet Weather Storage Facility
Jim Ross, PE <i>Odor Control</i>	13+ years of geotechnical engineering experience as President of Webster Environmental Associates - Expertise in odor control system design, air dispersion modeling, odor control sampling and testing, and preparing contract drawings and specifications
Michelle Howlett, PE, LEED AP <i>Electrical/I&C (Magna Engineers)</i>	30+ years of experience as project manager and electrical engineer - Expertise includes low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, SCADA systems, control systems, variable frequency drive systems, and I&C
Rain Storm Permitting <i>(Third Rock Consultants)</i>	22 years of experience in water resource assessment and characterization, stream restoration and mitigation, wetland delineation and mitigation, endangered species and vegetation surveys, and water quality monitoring - Leads Third Rock's permitting services group, coordinating 401 and 404 permitting including conducting water resource assessments sufficient for a jurisdictional determination and preparing permit applications for submittal to the USACE and Kentucky Division of Water (KDOW)
Hal Barnes, PE, LEED AP <i>Mechanical</i>	- Senior mechanical engineer with 40 years of experience providing mechanical design services - Expertise includes HVAC, fire protection and plumbing design, drafting, and construction administration



APPENDIX ★ KEY PERSONNEL RESUMES

Herbert Lemaster, PE Project Manager

EDUCATION

- MS, Civil Engineering (Environmental), University of Kentucky, 1992
- BS, Civil Engineering, University of Kentucky, 1990
- AS, Prestonsburg Community College, 1988

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 19309, 1996
- Land Surveyor-in-Training: Kentucky, No. 1232
- Troxler Nuclear Gauge Certification, No. 093841
- Permit-Required Confined Space Entry Training

PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers
- Kentucky Society of Professional Engineers

Mr. Lemaster serves on various civil and environmental projects. He is responsible for analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering.

His **wastewater-related** projects include rehabilitation evaluations of wastewater collection systems, capacity studies, design of gravity sewer systems, pump station design, and wastewater treatment plant design.

His **water-related** projects include preparing regional water supply plans, transmission pipeline design, storage tanks, rehabilitation of existing storage tanks, pump station designs, and treatment plant designs.

His **solid waste landfill** projects include design of sedimentation ponds, landfill liners and caps, leachate collection and storage facilities, gas removal and venting systems, modeling leachate production, and general site layout.

Other projects completed by Mr. Lemaster include designing earth retaining structures, groundwater removal and remediation systems, stormwater retention basins, evaluations of stormwater facilities, stormwater modeling, and environmental compliance.

EXPERIENCE

West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020. Project Manager. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, stormwater management facility, a vehicle bridge, and all associated piping and

electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing. Project Manager and Senior Engineer. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involved surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

Wolf Run Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. February 2014–2016. Project Manager. Design and construction of this facility. The design of includes a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

Johnson County Sewer Extension and Force Main, Commonwealth of Kentucky Finance and Administration Cabinet, Van Lear, KY. 2015–2020. Project Manager and Senior Engineer. Design, bidding, construction administration, and resident project representative services for project that included 2,100 feet of 12-inch, 6,300 feet of 10-inch, 13,000 feet of 8-inch gravity sewer lines, and 83 4-foot diameter manholes. This project also included a 176 GPM duplex pump station, 80 GPM package pump station, 800 feet of 6-inch force main, and 4,500 feet of 4-inch force main.

City of Maysville/Mason County Fiscal Court Sewer Line, Mason County, KY. 2018–2020. Project Manager and Senior Engineer. Design, bidding, construction administration, and resident project representative services for project that includes 5,800 feet of 8-inch, 3,200 feet of 6-inch gravity sewer lines, and 42 4-foot diameter manholes. This project also included a duplex pump station with 316 GPM/35 horsepower pumps, 100 GPM package pump station, 16,000 feet of 8-inch force main, 2,500 feet of 4-inch force main, 300 feet of boring and encasement, and 700 feet of open cut encasement. This project eliminated the use of tanker trucks to haul leachate from the landfill and extended municipal sewer services farther into the surrounding area.



James Brescol, PE

QA/QC

EDUCATION

- BS, Biosystems Engineering, Michigan State University, 1997

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 29059, 2012

PROFESSIONAL AFFILIATIONS

- Water Environment Federation

Mr. Brescol has performed extensive work with the planning and implementation of wet weather control programs, including modeling, alternatives analysis, optimization, master planning, detailed design and construction phase services, and CIP development. He leads and manages projects involving green infrastructure, combined sewer overflow long-term control planning, sanitary sewer overflow elimination, collection system master planning, hydraulic modeling, flow monitoring, pipeline hydraulic transients, wastewater treatment plant hydraulics, and floodplain analyses.

EXPERIENCE

West Hickman Wet Weather Storage and Plant Reliability Improvements, Lexington-Fayette Urban County Government, KY. 2015–2020. Hydraulics. Completed an analysis of the potential for hydraulic transients for a new 80-MGD wet weather sanitary pump station with a 60-inch-diameter, 1,000-foot-long force main in InfoSurge. Hydraulic transients were found to be relatively mild during a rapid shutdown of the pumps, but vapor pressure was approached on the low side of the pressure wave. A vacuum-relief valve on its own reduced the risk of vapor pressure but created higher-than-desired maximum pressures, so the effects of the waterhammer were mitigated with a combination air-vacuum relief valve. The air-vacuum relief valve was predicted by the model to maintain atmospheric pressure throughout the force main and limit high pressures to 110 psi (working pressure plus the waterhammer pressure).

West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing. Hydraulics. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involves surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration are provided during the construction phase of the project.

Detroit and Parkside Sanitary Sewer Overflow Elimination, City of Toledo, OH. 2009–2015. Project Manager/Lead Engineer. Evaluation of alternatives to eliminate two SSOs to local receiving waters. Involved developing and calibrating a hydrologic/hydraulic model of the Detroit and Parkside areas, consisting of 87.2 miles of sewer and 4,000 acres of sanitary service area. Using a long-term simulation approach, the required improvements to control wet

weather flows to limit overflows to less than once in 10 years was sized. Detroit area improvements included two wet weather pump stations (9 and 14 MGD) and an 8.0 MG storage basin. Parkside area improvements included a 10-MGD pump station and a 3.0 MG storage basin. Hydraulic profiles were developed of each system to set critical elevations and system curves to size pumps.

Downtown Storage Basin and Tunnel Drop Shaft Modifications, City of Toledo, OH. 2015–2020. Project Manager and Technical Lead for the preliminary design of a 17 MG storage basin and modification to existing drop shaft structures. The basin was designed to supplement an existing storage tunnel and provide further control of CSO discharges. Drop shafts were hydraulically inefficient (e.g. bottleneck”) and were modified to increase flows to the tunnel and basin prior to discharge. A hydraulic transient analysis was performed to evaluate the impacts of additional peak flow into the tunnel. Accommodations were made in the design of the basin to control surge measures during tunnel filling conditions. Construction for the \$44 million project was complete in 2020.

Paine Fassett Combined Sewer Overflow Regulator Modifications, City of Toledo, OH. 2017–2021. Project Manager. Preliminary and final design-phase services to identify and design improvement to two CSO regulators to reduce the overflow frequency to three or fewer per year and provide screening and floatable control for all remaining discharges. Existing CSO regulators are on two highly active commercial properties with large retaining walls and highly active railroad tracks. Location and footprint of new screening and floatables control structures accommodated ongoing commercial business activities and maintain overflow to the existing outfalls. Post-construction performance evaluation is in progress.

Swan Creek North Sewer Separation and Green Infrastructure, City of Toledo, OH. 2011–2018. Project Manager/Lead Engineer. The City's LTCP included a tunnel project to provide CSO control in the Swan North area. Tetra Tech worked with the City to gain a consent decree modification to use sewer separation and green infrastructure in place of the tunnel. Modification will provide a higher level of control, reduce pollutant loads to Swan Creek, and save the City \$3M. The project included separation of 190 acres of combined sewer area to reduce the frequency of CSO discharge to three to four occurrences per year. Smoke testing and private property investigations were performed to identify inflow sources and recommendations for removal. Green infrastructure (GI) practices will be provided to polish the newly separated stormwater discharges. GI improvements include a combination of linear bioswales within the street right-of-way and neighborhood-level bioretention practices on contiguous vacant parcels to create a pocket park setting.

SOR1 and SOR2 In-Line Storage Facilities, Louisville and Jefferson County Metropolitan Sewer District, KY. 2014–2018. Technical Advisor. Technical guidance for the planning and design of two inline storage facilities totaling more than 17 MG of storage.



Brent Bode, PE

QA/QC

EDUCATION

- BS, Engineering (Civil), Calvin College, 2001

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Michigan, No. 6201053431, 2006

Mr. Bode has 24 years of experience in the planning, evaluation, design, and construction of water and wastewater treatment facilities and pump stations. He has served as a project engineer and manager on more than 30 retrofit and new construction projects for water and wastewater treatment facilities, focusing on system performance, hydraulics, and operational reliability. His expertise includes developing and interpreting contract documents, conducting hydraulic analyses, preparing construction specifications, and providing cost estimates. Mr. Bode's background encompasses facility condition assessments, master planning, and the design of treatment process improvements, headworks, pump stations, and solids handling systems. As QA/QC Lead, Mr. Bode ensures technical accuracy, regulatory compliance, and design consistency across project phases, with extensive experience on large, complex treatment and pumping projects throughout Michigan and the Midwest.

EXPERIENCE

WRRF Headworks Improvements, City of East Lansing, MI. 2015-2020. Project Engineer. Evaluation, design, and construction phase services for a new headworks facility including fine screens, influent wastewater pumping, and grit removal for a peak design flow of 62 MGD. Improvements provided more energy-efficient operation, replaced obsolete process equipment, and included six 125-HP vertical turbine solids-handling pumps, vortex grit removal, and automated screening systems.

WRRF Secondary Clarifier and Aeration Improvements, City of East Lansing, MI. 2020-2023. Project Engineer. Project Engineer for improvements to primary and secondary clarifiers and the aeration system, resulting in approximately \$400,000 in annual energy savings through new fine-bubble diffusers and high-efficiency blowers. Total project cost: \$31 million.

WWTP Major Capital Improvements, Delta Charter Township, MI. 2020-Ongoing. Project Manager. Project Manager for a comprehensive WWTP evaluation and phased master plan addressing treatment capacity, process efficiency, and infrastructure rehabilitation. Designed new headworks, aeration, blower systems, and clarifiers to increase firm capacity to 8 MGD average day and 28 MGD peak hour, improving resilience and operational performance.

WWTP Expansion and Secondary Treatment Improvements – City of Saline, MI. 2022-Ongoing. Process Designer. Process Designer responsible for design and construction documents for expansion and secondary treatment improvements. Scope included new headworks building, primary clarifiers, secondary aeration systems, solids handling, and digester upgrades to improve treatment flexibility and energy efficiency.

Coleman Road Pump Station Upgrade – City of East Lansing, MI. 2024. QA/QC Lead. QA/QC Lead for evaluation and design of pump station upgrades to improve hydraulic performance, reliability, and control for current and future flows. Prepared design basis report, construction documents, and rendered graphics for proposed improvements.

WRRF Administration Building Feasibility Study – City of East Lansing, MI. 2019–2023. Project Engineer. Evaluated feasibility of repurposing the original 1965 administration building housing critical pumping, dewatering, and support systems. The study informed long-term facility planning following completion of major WRRF upgrades, optimizing use of space and integration with new process facilities.

WWTP Aeration System Improvements, Ypsilanti Community Utilities Authority, Ypsilanti, MI, 2019–2024. Project Engineer and Process Design Leader for aeration system improvements at a 46-MGD facility. Designed replacement of aging blowers with smaller, high-speed, high-efficiency units, improving energy efficiency and treatment flexibility. Provided final design documents including civil, mechanical, electrical, and instrumentation systems.

Water Pollution Control Aeration System Process Improvements, City of Flint, MI, 2019–2023. Project Engineer and Process Design Leader. Responsible for major aeration system improvements at the 50-MGD Water Pollution Control Facility. Designed installation of high-efficiency turbo blowers, new low-energy mixing systems, and SCADA-integrated controls to reduce operating costs and improve process control.

WWTP Condition Assessment and Master Plan – Delta Township, MI, 2018–2020. Project Engineer. Responsible for a 30-year Master Plan assessing structural, mechanical, and electrical systems of the wastewater treatment plant. Evaluated treatment and solids handling alternatives and developed long-term strategies for capacity expansion and rehabilitation of aging infrastructure.



Ryan Rathfon, PE

Civil /Site

EDUCATION

- BS, Architectural Engineering, Drexel University, 2010

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 38016, 2022
- CDT – Construction Document Technologist

Mr. Rathfon's project experience includes municipal utility design for potable water, sanitary sewer, and storm sewer systems; site civil and structural design for light manufacturing, power plants, commercial, and educational facilities; field data collection for utility line construction, municipal stormwater program management, and landfill management; flood mitigation design analysis for municipal wastewater facilities; site civil design for DoD projects.

EXPERIENCE

West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020. Project Engineer and Construction Administrator. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, stormwater management facility, a vehicle bridge, and all associated piping and electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing. Project Engineer and Construction Administrator. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involved surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

Northern Boone County Conveyance, Sanitation District No. 1, Fort Wright, KY. 2021–Ongoing. Lead Design Engineer. Developed alternative alignments for seven miles (7 mi.) of 30-inch and 36-inch sanitary sewer trunk. Provided Client cost/benefit analysis of proposed alternatives. Analyzed attributes of each alternative include constructability/construction access, material quantities, access for future customers, environmental impact, and easement acquisition.

North 1 Utility Extension Program, City of Cape Coral, Cape Coral, FL. 2020–Ongoing. Project Engineer/Designer. The project encompasses the preliminary design, survey, final design and bidding for over 80 road miles of new gravity sewer, water main, irrigation main, force main and raw water main ranging in size from 4" to 30" installed by open cut, directional drill methods and aerially for canal crossings. In addition, the project design encompasses 17 new duplex lift stations, 2 new master pump stations and 1 new irrigation storage and repump facility. The North 1 UEP project includes expansion of and upgrades to the City's water, wastewater, stormwater, and irrigation systems throughout a 6-square-mile area North of Pine Island Road. Mr. Rathfon's project role involved managing CAD resources, quality assurance, developing cost estimates, water, wastewater, irrigation systems' design, and lift station design.

Stormwater Sewer Upgrades, Lexington-Fayette County Government, Lexington, KY. 2020–2021. Project Engineer. Collected field data including topography and location of site features and utilities. Researched public records for property line and easement information. Produced existing site drawings and surface model from field data used for modeling and design of stormwater sewer upgrades. Produced project documents including technical memorandum, cost estimate, drawings, and specifications for construction of stormwater sewer upgrades.

Indoor Shooting Range and Administration Building, Indiana Air National Guard (INANG), Terra Haute, IN. 2020. Site design for INANG firearms training facility and administration building. Performed calculations for sizing of stormwater sewer system and infiltration basin, updated project specifications (SpecsIntact). Designed and produced construction drawings for site grading, paving, and utilities including natural gas, domestic water, and sanitary and storm sewers per UFC code.

Flood Mitigation Upgrades, Houston Public Works, Houston, TX. 2019–2020. Project Engineer. Conducted analysis of site investigation reports of damage to wastewater treatment plants and lift stations caused by Hurricane Harvey in the Houston, TX area and provided flood mitigation alternatives to the client based on damage cost estimates and availability of FEMA funding for nine separate locations. Flood mitigation alternatives included upgrades to site grading, flood containment walls, process mechanical systems, submersible pumps, electrical systems, HVAC mechanical systems, and structural and architectural facilities.



Marc Tietsma, PE

Process Design

EDUCATION

- BS, Engineering (Civil), Calvin College, 2001

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Michigan, No. 6201052583, 2005

PROFESSIONAL AFFILIATIONS

- Michigan Water Environment Association

Mr. Teitsma is an experienced process design engineer specializing in the planning, design, and construction of wastewater treatment plants, wastewater pump stations, and water pumping facilities. His expertise spans process engineering, system hydraulics, treatment optimization, and advanced nutrient and biosolids management. His responsibilities have included the preparation of design drawings, technical specifications, hydraulic modeling, cost opinions, and process calculations, as well as resident engineering during construction.

Mr. Teitsma's broad technical experience covers wet weather storage design, anaerobic digestion and energy recovery systems, ultraviolet disinfection, and treatment process optimization. He has played a lead design role on numerous municipal infrastructure improvement projects across the Midwest, helping utilities modernize facilities for regulatory compliance, energy efficiency, and operational reliability.

EXPERIENCE

West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020. Project Engineer. Project Engineer for flow split structure, hydraulic analysis, and headworks/grit removal. Project included a 20-MG wet weather storage tank, 140-MG screening, 70-MG grit removal facility, Parshall flume, and secondary flow split structure. Work also included upstream sewer configuration and complicated sequence of construction.

Headworks and Interceptor Improvements – Water Resource Recovery Facility, City of East Lansing, MI. 2015–2017. Project Engineer. Project Engineer for headworks facility design including new ¼-inch bar screens, dual grit vortex tanks, and hydraulic optimization. Designed systems for up to 31 MGD flow per unit, achieving high solids removal efficiency and improved influent hydraulics.

Tertiary Filtration, Ultraviolet Disinfection, and Effluent Discharge Improvements, Water Resource Recovery Facility, City of East Lansing, MI, 2013–2016. Project Engineer. Project Engineer for ultraviolet disinfection system design. Project replaced sodium hypochlorite and bisulfite systems with new UV channels designed for a 48-MGD firm capacity. Developed preliminary and final layouts, equipment selection, and basis of design in collaboration with the City.

WWTP Plant Wet Weather Storage Tank Preliminary Design Report, Northfield Township, MI, 2016. Project Engineer. Project Engineer for a 1.5-MG wet weather storage tank located upstream of influent screening and grit removal. Responsible for evaluating tank size, material, layout, and automated valve structure configuration to optimize storage and controlled drainage.

Biodigestion with Combined Heat and Power – Water Resource Recovery Facility, City of Grand Rapids, MI. 2017–2022. Project Engineer. Project Engineer for a new biodigestion facility incorporating a mesophilic anaerobic digestion process and a combined heat and power recovery system. Process design focused on energy recovery, biogas utilization, and integration with existing solids handling operations. Served as on-site engineer during construction and commissioning.

Renewable Natural Gas Conditioning System – Water Resource Recovery Facility, City of Grand Rapids, MI. 2018–2021. Lead Process Designer. Lead Process Designer for the renewable natural gas (RNG) facility to upgrade biogas to utility-grade natural gas. Designed hydrogen sulfide removal, membrane separation, VOC treatment, and compression systems. Supported commissioning and ongoing operations.

Phosphorus Recovery – Water Resource Recovery Facility, City of Grand Rapids, MI, 2019–2023. Project Engineer for phosphorus recovery system to reduce nutrient loadings, minimize struvite formation, and recover phosphorus for fertilizer use. Designed system in coordination with Schwing Nutrient Removal Systems (NuReSys) and integrated it with existing plant operations.

Water Pollution Control Aeration System Process Improvements, City of Flint, MI, 2019–2021. Project Engineer for aeration process optimization at the 50-MGD Water Pollution Control facility. Designed high-efficiency turbo blowers, low-energy mixing systems, and actuator upgrades to improve process performance and reduce power demand.

Milk River CSO Improvements, Wayne County, MI, 2019. Process Engineer for a \$40M multi-year facility and process rehabilitation project. Project included upgrades to multiple large pump stations, a 19-MG CSO basin, and re-aeration systems. Contributed process design support for hydraulic optimization and equipment improvements while maintaining continuous operation.



Lucy Pacholik, PE

Civil/Site

EDUCATION

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

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 37317, 2021
- Construction Documents Technology (CDT)

PROFESSIONAL AFFILIATIONS

- Kentucky Erosion Prevention and Sediment Control

Ms. Pacholik is a civil engineer specializing in site grading, stormwater management, and civil design for water and wastewater infrastructure projects. She has nine years of experience providing civil, environmental, and regulatory compliance engineering services for public, industrial, and municipal clients. Her expertise includes site layout, stormwater system modeling, erosion control, and permitting, with advanced proficiency in AutoCAD Civil 3D, ArcGIS, HydroCAD, PondPack, and KYPipe. She has designed and permitted numerous large-scale wet weather storage facilities, pump stations, equalization tanks, and stormwater conveyance systems throughout Kentucky.

Ms. Pacholik routinely leads preparation of grading and drainage plans, hydrologic and hydraulic modeling, and permitting applications in compliance with the Kentucky Division of Water (DOW), Kentucky Erosion Prevention and Sediment Control (KEPSC), and EPA MS4 requirements. She has supported multiple LFUCG (Lexington-Fayette Urban County Government) Consent Decree projects involving stormwater analysis, site development, and regulatory submittals.

EXPERIENCE

Lakeview Equalization Tank and Wet Weather Pump Station Facility – Sanitation District No. 1, Fort Wright, KY, 2023–Ongoing. Project Engineer for design of sanitary pumping station and 10.5-MG equalization storage tank. Designed site grading, stormwater controls, and utility coordination for the 38.3-MGD facility. Prepared design calculations, cost estimates, and permit applications; coordinated with utility owners and provided construction-phase review.

Cedar Creek Water Quality Treatment Center – Louisville Metropolitan Sewer District, Louisville, KY, 2023–Ongoing. Project Engineer providing site grading, potable water, and sanitary sewer design for new water quality treatment center. Designed detention basin using Bentley PondPack software to meet post-construction green infrastructure requirements. Prepared stormwater permit applications and coordinated zoning and regulatory submittals.

West Hickman Wet Weather Storage Facility – Lexington-Fayette Urban County Government, Lexington, KY, 2015–2020. Project Engineer and Construction Administrator assisting in the construction permitting process, specification review, and submittals to LFUCG and KIA. Analyzed stormwater management and erosion control options for development of two 22-MG storage tanks and new headworks facility. Supported site grading and erosion control plan development.

Wolf Run Wet Weather Storage Facility – Lexington-Fayette Urban County Government, Lexington, KY, 2014–2016.

Project Engineer and Construction Administrator for design support and construction oversight of an 8-MG storage tank and new pump station. Reviewed specifications and submittals, field reports, and contractor compliance with HUD wage requirements.

Campbell Lane, Bob-O-Link Drive, and Barnard Drive Stormwater Improvements – Lexington-Fayette Urban County Government, Lexington, KY, 2020–Ongoing. Project Engineer. Project included for stormwater design and modeling to mitigate localized flooding. Performed hydraulic modeling using Innowyze InfoSWMM, designed conveyance improvements and stormwater structures in Civil 3D, and prepared construction drawings and specifications.

Pebble Creek Bank Stabilization – Lexington-Fayette Urban County Government, Lexington, KY, 2022–2024. Project Engineer for analysis and design of failing stream bank stabilization in a residential area. Used HEC-RAS to establish FEMA flood elevations and designed stabilization alternatives in AutoCAD Civil 3D. Prepared construction drawings, easement exhibits, and cost estimates.

Industry Road Culvert Replacement – Lexington-Fayette Urban County Government, Lexington, KY, 2020–2022.

Project Engineer for hydraulic modeling and redesign of a failing railroad culvert using HydroCAD. Designed grading, drainage improvements, and stormwater routing in AutoCAD Civil 3D and prepared associated permitting documentation and cost estimates.

Firethorn Detention Basin Improvements – Lexington-Fayette Urban County Government, KY, 2019–2020. Project Engineer for redesign of a failing detention basin using Bentley PondPack software. Assisted with surveying, topographical design, and cost estimating. Supported construction administration including shop drawing reviews and pay application processing.

Nansemond Sustainable Water Initiative for Tomorrow (SWIFT) Facility – Hampton Roads Sanitation District, Virginia Beach, VA, 2024–Ongoing. Project Engineer preparing Erosion and Sediment Control and Site Plan applications under the Virginia Erosion and Stormwater Management Act. Performs hydrologic and hydraulic modeling and designs stormwater management facilities in Autodesk Storm and Sanitary Analysis. Provides site design support and specification development.



Dean Vittitoe

Civil/Site

EDUCATION

- AAS, Mechanical Computer-Aided Design Drafting, Louisville Technical Institute, 1995

REGISTRATIONS/CERTIFICATIONS

- Certificate in Board Drafting, 1994

PROFESSIONAL AFFILIATIONS

- American Design and Drafting Association

Mr. Vittitoe has nearly 30 years of experience in the civil design and planning of water, wastewater, roadway, airport, and utility infrastructure projects. His background includes extensive experience in site grading, permitting, stormwater management, and utility layout for municipal and private developments. He has served as a senior designer and planner on major projects involving pump stations, force mains, wet weather storage facilities, and treatment plant improvements. His expertise includes 3D site design using AutoCAD Civil 3D, Land Development Desktop, MicroStation, and ArcGIS, as well as advanced CADD customization for complex municipal infrastructure projects.

Mr. Vittitoe's work includes detailed grading plans, stormwater and utility layouts, and coordination across multi-disciplinary teams to integrate site, mechanical, and civil design elements into cohesive, constructible plans. He has supported numerous Lexington-Fayette Urban County Government (LFUCG) projects, providing design, permitting, and construction documentation for large-scale storage, conveyance, and treatment facilities.

EXPERIENCE

West Hickman Wet Weather Storage, Lexington-Fayette Urban County Government, Lexington, KY, 2015–2019.

Designer. Project includes for wet weather storage facility design including gravity, force main, and lift station improvements. Assisted with site layout, grading, and utility design for new storage tanks and pumping facilities.

Wolf Run Wet Weather Storage Tank and Lift Station – Lexington-Fayette Urban County Government, Lexington, KY, 2013–2014.

Designer for site civil design and utility coordination for an 8-MGD wet weather storage tank and lift station. Responsibilities included grading design, site layout, and integration with existing municipal infrastructure.

Central Boone County Pump Stations, Sanitation District No 1, Boone County, KY, 2023–Ongoing.

CAD Designer for comprehensive design and permitting of two 10-MGD pump stations that operate in series to discharge into the Western Regional Conveyance Tunnel. Responsible for grading and route layout alternatives, floodplain compliance modeling, and client presentation materials.

Lakeview Equalization Tank and Wet Weather Pump Station Facility, Sanitation District No 1, Fort Wright, KY, 2023–Ongoing.

Designer for equalization storage and pumping facilities including 10.5-MGD tank and 38.3-MGD pump station. Provided civil design support including site grading, access, and stormwater control.

Southeast County Force Main, Lee County, FL, 2023–Ongoing.

Designer providing preliminary and final design support for installation of approximately 46,000 LF of 24-inch force main, including HDD and open-cut construction. Supported hydraulic modeling, staging, and pipeline alignment development to ensure reliable long-term conveyance capacity.

North 1 Utility Extension Program, City of Cape Coral, FL, 2019–Ongoing.

Designer for expansion of municipal water, wastewater, and irrigation systems over a 4.3-square-mile area. Designed site grading, roadways, and utilities including over 265 miles of piping and 20 lift stations. Provided coordination with permitting and construction management teams.

Cypress West Water Reclamation Facility Upgrade and Expansion, Toho Water Authority, Osceola, FL, 2016–2017.

Designer for yard piping, stormwater layout, and grading improvements to the wastewater treatment plant site. Supported tank layout and site drainage design.

Harrods Creek Sewer and Plant Demolitions, Louisville Metropolitan Sewer District, Louisville, KY, 2013–2014.

Designer for 9,000 feet of 42-inch gravity sewer and 9,000 feet of 30-inch force main along Harrods Creek. Included demolition of two package wastewater treatment plants. Responsible for site civil design, utility coordination, and layout drawings.

Utility Extension Program, City of Cape Coral, FL, 2012–2015.

Designer for roadway storm infrastructure and public utilities across four square miles. Developed site grading, stormwater conveyance, and utility alignment designs for potable water, wastewater, and irrigation systems.



Jason Burkett, PE, SE, MLSE

Lead Structural Engineer

EDUCATION

- MS, Civil Engineering, University of Central Florida, 2005
- BS, Civil Engineering, University of Central Florida, 2003

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 28453, 2012
- Model Law Structural Engineer, National Council of Examiners for Engineering and Surveying, No. 47938

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction
- American Concrete Institute

Mr. Burkett is a structural engineer who is experienced with many structural systems including composite steel, prestressed/precast concrete, concrete framing, steel framing, masonry, timber, tilt-up concrete panels, light-gauge steel, and aluminum. He has completed water treatment facilities projects for the federal government, Department of Defense, and local municipalities, plus in industrial, commercial, residential, healthcare, education, aviation, and marine construction markets. His work has also included roofing components, hurricane shelters, high-velocity hurricane zones, renovations, additions, and investigations.

EXPERIENCE

West Hickman Wet Weather Storage and Wastewater Treatment Plant Improvements — Phase 1, Lexington-Fayette Urban County Government, Lexington, KY.

2015–2020. Structural Engineer of Record. Responsible for the design of foundations for a 20 MG wet weather storage tank, a headworks facility, generator building, and other miscellaneous buried structures. The headworks structure is one large structure that combines a truck loading bay, screening building, influent and wet weather pump station, pipe gallery, grit tanks, flumes, and two overhead cranes for equipment removal.

West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY.

2020–Ongoing. Lead Structural Engineer. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involves surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration are provided during the construction phase of the project.

Wolf Run Wet Weather Storage Facility, Lexington, KY. 2014.

Lead Structural Engineer. Modeling and design of a 1.8 MG wet weather storage basin and associated diversion structure and pump station. All the structures were designed as cast-in-place concrete with a bid alternate design of a post-tensioned round tank for the storage basin.

Detroit and Parkside Sanitary Sewer Overflow Elimination, City of Toledo, OH. 2009–2015. Structural Engineer. Evaluation of alternatives to eliminate two SSOs to local receiving waters. Involved developing and calibrating a hydrologic/hydraulic model of the Detroit and Parkside areas, consisting of 87.2 miles of sewer and 4,000 acres of sanitary service area. Using a long-term simulation approach, the required improvements to control wet weather flows to limit overflows to less than once in 10 years was sized. Detroit area improvements included two wet weather pump stations (9 and 14 MGD) and an 8.0 MG storage basin. Parkside area improvements included a 10-MGD pump station and a 3.0 MG storage basin. Hydraulic profiles were developed of each system to set critical elevations and system curves to size pumps.

Sanitary Sewer Overflow Control Design and Construction, Village of Dundee, MI. 2012–Present.

Structural Engineer. Tetra Tech completed an Infiltration/Inflow (I/I) and Sewer System Evaluation Survey (SSES) project that determined a combination of I/I source removal, conveyance, and WWTP storage was the cost-effective approach to control the wet weather flow. Tetra Tech successfully completed a project plan that qualified the Village for a low-interest loan and immediately initiated design services. Tetra Tech helped removed the I/I sources, the SSES concluded that additional sewer improvements would be cost effective to capture the wet weather flow and assure it received treatment, including larger sewer interceptor capacity, new inverted siphon across the Raisin River, new pump station, and 1.3 MG wet weather storage facility.

Improvements to Multiple Pump Stations, San Antonio Water System, San Antonio, TX. 2017–Present. Engineer of Record. Responsible for structural renovations to the 34th Street, Zarzamora, Basin, La Rosa, and Pitluk water treatment plants in the San Antonio area. Renovations included new chemical disinfection buildings, electrical buildings, chemical storage and containment structures, well pads, and retrofit installed bridge cranes. Structural foundations are mat foundations with some on drilled shafts.

Perry Street Pump Station and Diversion Structure, Oakland County Water Resources Commissioner's Office, Pontiac, MI. 2013–2016.

Lead Structural Engineer. Design of the new pump station and diversion structure designed to control wet weather overflows from the sewer system. Foundations for the 60,000-sf wet and dry wells extended as deep as 45 feet below grade with an intermediate operation level. Main floor level designed to accommodate water loading where a truck and/or trailer could back into the building and have pump or grinder equipment loaded onto the vehicle by the multi-track 5-ton monorail crane system. Parts of the building designed with gas-tight walls due to the many grated opening in the floor system above the sewer wet well. Project received an Engineering Merit award from the American Council of Consulting Engineers/Michigan's Engineering and Surveying Excellence Awards Competition.



T. Michelle Howlett, PE, LEED AP

Electrical/I&C



EDUCATION

- BS, Electrical Engineering, University of Kentucky, 1990

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer:
- Kentucky, No. 19856,
- Indiana, No. 19900067,
- Ohio, No. 63761
- NFPA Member #2543563
- LEED Accredited Professional

Ms. Howlett has over 30 years of experience as project manager and electrical engineer for a broad array of projects up to \$140M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.

EXPERIENCE

Hite Creek Water Quality Treatment Center Improvements, Louisville, KY. Electrical and Instrumentation Engineer. Electrical/instrumentation services for an \$8M expansion which includes additional grit removal, clarifier, return sludge and scum pumping, UV system, chemical feed facility, and plant drain pump station. The project also includes a new primary metered electrical service and generator upgrades.

Deep Springs Wastewater Pump Station, Lexington KY. Electrical and Instrumentation Engineer. Electrical and instrumentation services for a new wastewater pump station which replaces an existing pump station in a residential area. The project includes variable frequency drives, level control system, standby power, and telemetry.

Wet Weather Storage Basin and Pump Station, Falmouth, KY. Electrical and Instrumentation Engineer. The project included a new 2 M gallon wet weather storage basin and pump station with motor actuated gate and valves for providing flow to/from the basin. The project also included the addition of variable frequency drives to the plant influent pump station.

Headworks Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY. Electrical and Instrumentation Engineer. Electrical and instrumentation services for upgrades to the existing east and west headworks facilities. The east headworks handles up to 200 MGD and includes four bar screens, three vortex grit systems, and grit classifiers. The west headworks handles 225 MGD and includes three bar screens and three grit collectors.

Sludge Processing Upgrades, Wastewater Treatment Plant No. 2, Georgetown, KY. Electrical and Instrumentation Engineer. Electrical and instrumentation services for the replacement of two belt filter presses with two rotary screw presses, as well as replacement of polymer feed pumps and sludge pump controls.

New Lower Howards Creek Wastewater Treatment Plant, Winchester, KY. Electrical and Instrumentation Engineer. Electrical and Instrumentation services for a new \$28M, 2 MGD wastewater treatment plant and remote influent pump station with headworks and grit removal. Plant design includes oxidation ditches, UV disinfection system, clarifiers, return and waste pumping stations, belt filter press/gravity belt thickener, and chemical feed systems.

Southwestern Parkway CSO Storage Basin, Louisville, KY. Electrical and Instrumentation Engineer. The project included a new 30M gallon wet weather holding facility for Louisville MSD. The project includes multiple diversion structures, storage basin, pump station with five variable speed dewatering pumps and two sump pumps, and washdown systems. The design includes various instrumentation and controls including multiple PLC and remote I/O panels, flow and level monitoring, and standby power system. The project is constructed using a progressive design build delivery method.

Muddy Fork Interceptor SSO Storage Basin, Louisville, KY. Electrical and Instrumentation Engineer. The project included a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based, Ethernet networked, and connected to MSD's radio telemetry system.



Rain Storm

Permitting



EDUCATION

- BS, Wildlife Management, Eastern Kentucky University, 2000

REGISTRATIONS/CERTIFICATIONS

- USFWS Scientific Collecting Permit #TE049738-11
- KDFWR Permit #SC2111184
- WTI Certified Wetland Delineator

PERMITS

- USFWS ES049738-12
- AR GFC Permit #031920204
- GA DNR Permit #1000528379
- IL DNR Permit #7082
- KY DFWR Permit #SC2211226
- MO DOC Permit #19843
- NC WRC Permit #22-ES00411
- NC WRC Permit #22-SC00900
- OH DNR Permit #23-028PA Qualified Bat Surveyor
- TWRA Terrestrial Permit #5401

Rain's areas of expertise include water resource permitting and delineation, stream and wetland restoration design, threatened and endangered species surveys, and water quality monitoring. She is uniquely versed in the federal and state regulatory programs that dictate the permitting process for impacts to water resources in Kentucky. Her strong working relationship with both state and federal permitting agencies with jurisdiction in Kentucky help ensure the issuance of permits in a timely manner. She routinely guides clients through the complicated process of identifying impacts, analyzing alternatives, acquiring permits, and developing mitigation to compensate for unavoidable impacts to jurisdictional water resources. Rain works closely with Third Rock clients to develop innovative avoidance and minimization solutions that have the additional advantage of improving aesthetics, reducing overall costs, and preventing delays.

Rain also leads Third Rock's permitting services group, coordinating 401 and 404 permitting including conducting water resource assessments sufficient for a jurisdictional determination and preparing permit applications for submittal to the U.S. Army Corps of Engineers (USACE) and Kentucky Division of Water (KDOW).

Acquiring an USACE Section 404 Department of Army (DA) permit for unavoidable impacts to water resources also requires coordination with the US Fish and Wildlife Service (USFWS) to ascertain compliance with Section 7 of the Endangered Species Act. Rain is uniquely qualified to coordinate directly with the USFWS on behalf of Third Rock clients. She currently holds USFWS Region 3 and Region 4 federal collection permits, as well as state collection permits in KY, TN, GA, MO, OH, WV, NC, and PA. She has conducted hundreds of Biological Assessments for federally and state-listed threatened and endangered species in Kentucky and across the southeast and is widely respected by federal and state resource agencies.

Rain also works collaboratively with Third Rock engineers to develop projects using natural channel design techniques. Her involvement includes hydrologic determinations, rapid bioassessment (RBP) and function-based assessment, planting plans, and invasive species management. She authors Third Rock's Mitigation and Restoration Plans and is primarily responsible for post-construction mitigation monitoring and reporting.

SPECIALIZED TRAINING

- Stream Functions Pyramid Workshop
- Post-Construction Stormwater Management
- Innovations in Urban Stream Restoration
- WTI USACE Regional Supplemental Seminar
- Rapanos Guidance for Approved Jurisdictional Determinations, USACE
- KY Headwater Streams, Functional Assessment Protocol, USACE
- Wetland Flora, Institute of Botanical Training
- Rosgen Level I - IV

EXPERIENCE

East Frankfort Phase III Wet Weather Sewer Facility, Frankfort Sewer Department, (USACE ID No. LRL-2021-205-sea) Franklin County, KY. Permitting Lead. The proposed project will eliminate three (3) sanitary sewer overflows and an additional four (4) manholes close to capacity/overflowing within the East Frankfort Interceptor drainage basin, and move Frankfort Sewer Department toward regionalization of the Farmdale package wastewater treatment plants. Rain was responsible for delineating waters of the US within the project disturbance limits and making a jurisdictional determination.

Georgetown South Sewer Extension Project, Georgetown Municipal Water and Sewer Service, (LRL-2019-606-pjl) Georgetown, KY. Permitting Lead. Improvements to the South Sewer Interceptor and Collector System included the installation of approximately 30,000 LF of 8 to 27-inch gravity sewer, and service connections to approximately 500 residential units. Rain was responsible for delineating waters of the US within the project disturbance limits and making a jurisdictional determination. She prepared the 404 Department of Army (DA) Permit and 401 Water Quality Certification (WQC) application packages and secured authorization for unavoidable impacts those resources.



Hal Barnes, PE, LEED AP

Mechanical

EDUCATION

- BS, Mechanical Engineering Technology, Georgia Southern University, 1985

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Georgia, No. 021312, 1994
- LEED Accredited Professional, 2005

PROFESSIONAL AFFILIATIONS

- American Society of Mechanical Engineers

Mr. Barnes is an accomplished Senior Mechanical Engineer with 40 years of experience providing mechanical design services for water and wastewater facilities, municipal buildings, higher education, and healthcare institutions. His expertise includes HVAC system design, plumbing, and fire protection design for new facilities, system expansions, and total system replacements.

He has extensive experience with boilers, chillers, cooling towers, and dedicated outdoor air and ventilation systems, bringing a deep understanding of operational performance and maintainability to his designs. Mr. Barnes is a LEED Accredited Professional who emphasizes energy efficiency, sustainability, and system optimization across projects. His responsibilities frequently include project management, mechanical design leadership, and quality assurance/quality control for mechanical systems. He provides mechanical design for pumping stations, water and wastewater treatment facilities, and operations service buildings, ensuring system reliability, code compliance, and integration with architectural and process requirements.

EXPERIENCE

Eastern Water Reclamation Facility Expansion Phase VI-B, Orange County Utilities, FL, 2025. Senior Mechanical Engineer providing QA/QC review for HVAC, plumbing, and fire protection design for facility expansion. Scope included energy-efficient mechanical upgrades for treatment building expansions

Nansemond SWIFT Facility Upgrades, Hampton Roads Sanitation District, Suffolk, VA, 2025. Senior Mechanical Engineer providing QA/QC review for HVAC, plumbing, and fire protection design associated with advanced water reclamation facility upgrades. Supported system integration with treatment process and energy efficiency standards.

Water Pollution Control Facility Secondary Treatment Upgrades and Facility Improvements, City of Gloucester, MA, 2025. Senior Mechanical Engineer providing QA/QC review of HVAC, plumbing, and fire protection systems for secondary treatment upgrades and process building renovations.

WWTP Aeration Gallery and Tank Improvements, City of Warren, MI, 2025. Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection design and QA/QC for process building improvements, including aeration gallery ventilation and mechanical systems optimization.

Water Reclamation Facility Post-Ian Improvements, City of Sanibel Island, FL, 2025. Senior Mechanical Engineer providing QA/QC review for HVAC and mechanical systems restoration at wastewater facility following hurricane damage. Ensured compliance with resiliency and system redundancy standards.

Operations Service Building Electrical and HVAC Upgrades, Genesee County, MI, 2025. Senior Mechanical Engineer providing QA/QC for HVAC, plumbing, and fire protection system upgrades at municipal operations service building. Ensured maintainability and integration with electrical system improvements.

Lift Station Five, City of Flint, MI, 2025. Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection systems design and review for major lift station rehabilitation.

Cypress Wellfield, Raw Water Main, and Water Treatment Plant, Toho Water Authority, Kenansville, FL, 2025. Senior Mechanical Engineer providing mechanical and plumbing design for HVAC and fire protection systems associated with a new raw water main and treatment facility.

Fueling Systems Upgrades, Homestead Air Reserve Base, Homestead, FL, 2025. Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection systems design supporting fueling system upgrades. Ensured conformance with military mechanical and fire code requirements.

Golden Gate Water Plant Rehabilitation, Collier County, FL, 2020–2021. Designer for 3-MGD membrane bioreactor (MBR) improvements and miscellaneous civil and process upgrades. Responsible for HVAC, plumbing, and fire protection system design for process and support buildings. Ensured code compliance and operational reliability for the upgraded facility.

Operations and Maintenance Building, City of Tallahassee, FL, 2025. Senior Mechanical Engineer for HVAC, plumbing, and fire protection design for a 10,000-SF municipal facility with multiple bays and training areas. Designed energy-efficient systems with focus on maintainability and operator comfort in mixed-use spaces.

Eastern Water Reclamation Facility Expansion, Orlando, FL, 2025. Senior Mechanical Engineer overseeing mechanical design for major wastewater treatment plant expansion. Provided HVAC, fire protection, and plumbing design for process buildings and control spaces. Emphasized maintainability, system redundancy, and integration with existing plant operations.



Jim Ross, PE

Geotechnical & Odor Control



EDUCATION

- ME, Environmental Engineering, University of South Florida, 2008
- BE, Biology, Florida Atlantic University, 1995

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. XXXXXX, XXX

PROFESSIONAL AFFILIATIONS

- Water Environment Federation
- Kentucky and Indiana Water Environment Association

Mr. Ross transitioned to Webster Environmental Associates, Inc. in 2012. Mr. Ross has managed numerous collection system and treatment plant odor control projects in the state of Florida and throughout the country. These have included odor studies, odor dispersion modeling, and odor control system design. Mr. Ross is the current project manager for odor control projects for the Tohopekaliga Water Authority in Kissimmee, FL. Mr. Ross is a licensed professional engineer in Florida, Michigan, Kentucky, Indiana, Washington, South Carolina, and Colorado.

SPECIALIZED TRAINING

- Odor control systems design
- Odor control studies
- Odor dispersion modeling
- Odor control performance testing

Experience

Multiple Collection System Odor Control Studies and Designs, Kissimmee, FL. Project Manager. Responsible for multiple odor studies and odor control system designs throughout the collection system for the Tohopekaliga Water Authority (TWA). Odor studies included extensive field testing and laboratory analysis, and odor control alternatives evaluations to determine the most cost-effective option for controlling odors in the problem areas. WEA was also selected to design each of the systems to effectively mitigate the offsite odors. WEA has successfully served as TWA's odor control consultant for over 10 years.

Sandhill Water Reclamation Facility Odor Control Study and Design, Kissimmee, FL. Project Manager. Responsible for a plant wide odor study and odor control design. The study was performed to rank all odor sources at the facility and to evaluate the performance of the existing headworks odor control system. The study included testing for hydrogen sulfide, reduced sulfur compound analysis, odor panel analysis, and odor dispersion modeling. WEA was selected to design two new odor control systems for the plant which were constructed in 2019.

10th Street Pump Station Odor Control Study and Design, Jeffersonville, IN. Odor Control System Design. Design of an 11,275 cfm biofilter for a 50 MGD pump station located adjacent to the main entrance to the city. The system captures and treats foul air from the screening facility, grit tanks, and wet wells. Conducted services during construction and odor control system performance testing.

Borough of Conshohocken Wastewater Treatment Plant Odor Control Study and Design, Conshohocken, PA. Project Manager. Responsible for a plantwide odor study at the Borough of Conshohocken Wastewater Treatment Plant (WWTP) which is owned and operated by Borough of Conshohocken. Based on the study, WEA was selected to design a plantwide odor control system which also included aluminum tank covers and extensive ductwork. The new system captures and treats foul air from the headworks, grit tank, aeration tanks, and solids handling facility.

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 Herb Lemaster, PE

November 12, 2025

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/18/2025

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
INSURED Tetra Tech, Inc. 424 Lewis Hargett Circle Suite 110 Lexington KY 40503 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Safety National Casualty Corp	15105
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: American International Group UK Ltd	AA1120187
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570115461727**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	☒ COMMERCIAL GENERAL LIABILITY			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE	\$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ X, C, U Coverage						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	☒ UMBRELLA LIAB	☒ OCCUR		62785232	10/01/2025	10/01/2026	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$5,000,000
	☐ DED ☐ RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDC4068970 AOS PS4068969 WI	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	\$5,000,000 \$5,000,000

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

Re: Evidence of Insurance.

Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER**CANCELLATION**

Tetra Tech, Inc. 424 Lewis Hargett Circle, Suite 110 Lexington KY 40503 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>

AFFIDAVIT

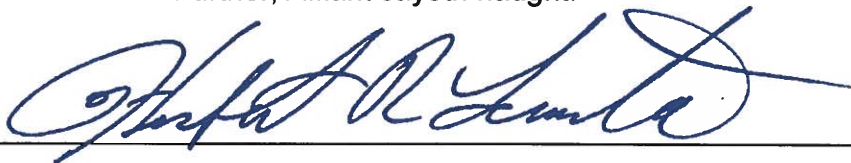
Comes the Affiant, Herb Lemaster, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Herb Lemaster, 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."

Continued on next page

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

Further, Affiant sayeth naught.



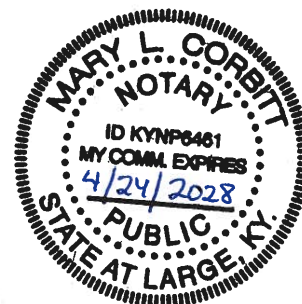
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Herb Lemaster, PE, Vice President on this the 12th day
of November, 2025.

My Commission expires: 4/24/2028


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

Tetra Tech, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black of 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



Prepared by: **Herbert Lemaster, PE Vice President**

Date: 11 / 12 / 2025

(Name and Title)

Revised 2015-Dec-15

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

Proposer Name:	<u>Tetra Tech, Inc.</u>	Date:	<u>11/12/2025</u>
Project Name:	<u>North Elkhorn Pump Station and Wet Weather Storage</u>	Project Number:	<u>RFP No. 38-2025</u>
Contact Name:	<u>Herbert Lemaster, PE</u>	Telephone:	<u>859.223.8000</u>
Email:	<u>Herb.Lemaster@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? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

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

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

Third Rock Consultants
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?

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. 

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
11/12/2025

Date



Company Representative Herb Lemaster, PE
Vice President

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 38-2025

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. Magna Engineers Corporate Drive, Suite 210 Lexington, KY 40503 859.309.2990 mhowlett@magnaengineers.com	DBE/WBE/SBA	Electrical Engineering	TBD	6%
2. Third Rock Consultants 2526 Regency Road Ste 180 Lexington, KY 40503	DBE/WBE	Permitting and Environmental Delineation	TBD	4%
3.				
4.				

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

Tetra Tech, Inc.

Company

11/12/2025

Herb Lemaster

Company Representative

Vice President

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 38-2025

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

11/12/2025

Date

Herb Lemaster

Company Representative

Vice President

Title



424 Lewis Hargett Circle, Suite 110 | Lexington, KY 40503 | tetratech.com

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

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

CONSULTANT

OWNER

		Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	cmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner _____.
A fully executed copy will be returned to the Consultant.*