

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Tetra Tech Inc. with offices located at 800 Corporate Drive, Suite 200, Lexington, KY 40503 (**CONSULTANT**). **OWNER** intends to proceed with the Category 5 (Conventional small Pump Station Designs) Professional Engineering Services Program as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Addendum 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #33-2012), and

amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

CONSULTANT shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds himself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement unless it

is deemed not to apply by OWNER.

- d. 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).
- e. 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.
- f. 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.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its

work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

TETRA TECH INC.

BY: _____
JIM GRAY, MAYOR

BY: Richard W. Walker
RICHARD W. WALKER, P.E., CFM
VICE PRESIDENT

ATTEST:

URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by RICHARD W. WALKER, PE, as the duly authorized representative for and on behalf of TETRA TECH, INC on this the 11th day of FEBRUARY, 2013
My commission expires: MAY 15, 2016.

Mary A. Turner
NOTARY PUBLIC

Notary ID# 466331

EXHIBIT A

RFP #33-2012

REQUEST FOR QUALIFICATIONS (RFQ)

FOR PROFESSIONAL

ENGINEERING SERVICES



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2012 RFQ for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 13, 2012**.

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

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

RFP #33-2012 RFQ for Professional Engineering Services

If mailed, the envelope must be addressed to:

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

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

There will be a pre-proposal conference on **Monday, October 29, 2012 at 10:00 AM, local time, in the Phoenix Bldg., 3rd Floor Conference Room, 101 East Vine Street, Lexington KY.**

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

Each firm responding to this RFQ shall submit individual SOQ's for each project category (contract) for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) for each project category.

The LFUCG reserves the right to establish the pre-qualified list for each service category/contract as need dictates. Finalization of the pre-qualified list in each category/contract may occur en masse or separately.

This RFP will result in six (6) individual category/contracts as defined by project categories/contracts listed in the Scope of Services. This RFP will be evaluated and awarded in contract phases as deemed necessary in order to meet the overall Consent Decree Project and timelines. See below for anticipated schedules. The LFUCG in no way guarantees this schedule.

| Categories | Council Dockets | |
|--|-----------------|----------------|
| | First Reading | Second Reading |
| Category 1 (Equalization Tanks or Basins) | 12-6-12 | 12-11-12 |
| Category 2 (Dig & Replace Pipelines) | 1-17-13 | 1-31-13 |
| Category 3 (Stormwater Management Projects) | 1-17-13 | 1-31-13 |
| Category 4 (Pipeline, manhole, inlet projects) | 1-17-13 | 1-31-13 |
| Category 5 (Conventional Small pump stations) | February 2013 | |
| Category 6 (Conventional Large pump stations) | February 2013 | |

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 City 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.

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 (see enclosed scoring sheet)

1. Overall expertise of the firm in service category
2. Overall expertise of the Team members in service category
3. Past performance in the service category
4. Project Manager Qualifications
5. Risk Management Plan
6. Office status and location of employees
7. Hourly Rates

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

Questions shall be addressed to:

Betty Landrum, Buyer Senior
Division of Central Purchasing
bettyb@lexingtonky.gov

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 or email to Betty Landrum at bettyb@lexingtonky.gov

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 _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | 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: _____

Name & Title

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MBE/WBE Participation Goals

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

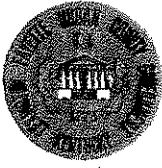
PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region
 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program 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 city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**
www.nmsdc.org



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

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

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

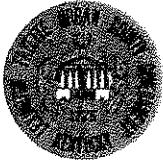
The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



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

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

| SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email | MBE/WBE 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



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

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

| | |
|---------------------|------------------------|
| Company Name | Contact Person |
| Address/Phone/Email | RFP Package / RFP Date |

| MBE/WBE Company Address | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone, meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female |
|-------------------------|----------------|---|----------------|--------------------------|--|--|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

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

 Company

 Company Representative

 Date

 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 33-2012

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 33-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- _____ Sponsored Economic Inclusion event to provide networking opportunities
- _____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- _____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- _____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- _____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- _____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- _____ Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

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

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

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

for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

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

- construction services;
- (e) The filing of a bankruptcy petition by or against the contractor;
or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

**Scope of Services RFP #33-2012
Request for Qualifications (RFQ) and Hourly Rates for
Professional Engineering Services**

1. Background

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Remedial Measures Plans (RMPs) in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will serve as master plans in identifying system improvements necessary to eliminate recurring sanitary sewer overflows (SSOs). RMPs for the three separate groups of watersheds identifying improvements necessary in LFUCG's seven sewersheds have been submitted to EPA for approval. The planned improvements identified in the RMPs must be implemented (constructed) within a thirteen (13) year timeframe that began when the Consent Decree was entered in January 2011.

Concurrently, DWQ is implementing stormwater improvements that have been planned previously. A new master planning process is underway and stormwater flooding capital projects will continue to be implemented on a regular basis. In addition, DWQ and other divisions of LFUCG undertake scheduled and unscheduled sanitary sewer projects as needed.

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for sanitary sewer improvements described in the Remedial Measures Plans submitted to the EPA and KyDEP along with other sanitary sewer or storm sewer infrastructure projects LFUCG believes is necessary to meet its compliance requirements and to address the community's sanitary sewer and stormwater needs. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' prequalifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms.** Selected consultants will be pre-qualified in six (6) separate categories of projects under separate contracts, and the maximum numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Equalization Tanks or Basins (with or without associated pumping facilities) – **maximum of four (4) firms**
- Contract 2 - Dig and replace pipeline projects (includes pipes and manholes to be placed in new alignments) – **maximum number of firms TBD**
- Contract 3 - Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities – **maximum number of firms TBD**
- Contract 4 - Pipeline, manhole, inlet and junction chamber rehabilitation projects – **maximum number of firms TBD**
- Contract 5 - Conventional small pump station designs (0 to less than 1000 gpm firm capacity) – **maximum number of firms TBD**
- Contract 6 - Conventional large pump station designs (1000 gpm or greater firm capacity) – **maximum of four (4) firms**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above such as wastewater treatment plant (WWTP) improvements shall be solicited in a separate procurement.

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

2. Contract Type and Contracting Process

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

Engineering services/design work for all Consent Decree projects—including RMP projects, are subject to “Additional Provisions” included in the Consent Decree Task Order (Attachment 4). The projects that are not Consent Decree related are not subject to these “Additional Provisions;” therefore, non-Consent Decree projects will use Attachment 5.

The scope, intent, and schedule of each RMP project shall generally be in accordance with the RMP Implementation Plan; however, LFUCG reserves the right to reduce, increase, or otherwise change the scopes of the RMP projects. The scope, intent and schedule for non-RMP projects will be communicated as they are identified and developed by DWQ.

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

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

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as

published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a task order for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of task orders, and schedule compliance. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Task Orders based on performance.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. The following list of professional engineering services may or may not be included in each Task Order. All work shall be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the LFUCG Stormwater Manual. Waivers of this requirement must be in writing, signed by the Director of Water Quality or the Commissioner of Environmental Quality and Public Works.

- Review of DWQ/LFUCG supplied or referenced information related to the project.
- Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying (NOTE: DWQ is procuring photogrammetric mapping, digital terrain modeling, and orthophotos for selected projects and will provide this information to each consultant in AutoCAD format. The mapping will be appropriate for 1" = 20' plans, with 1-foot contour intervals).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ/LFUCG. DWQ intends to procure the services of a separate property acquisition consultant. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.

- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods. Decommissioning plans for pump stations to be removed from service. Interim operational plans, when required, for pump stations which will be upgraded or are affected by construction projects.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Prepare Engineer's pre-bid Opinion of Project Costs.
- Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award

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

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

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations under Kentucky Infrastructure Authority (KIA) funded projects (i.e. – federally funded).

4. Submittals

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

Section

1. Letter of Transmittal (one page maximum)
 - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (two pages maximum)
 - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (six pages maximum)
 - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all subconsultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Design Services Projects Within the Category a Firm Requests a Pre-
Qualification (two pages maximum)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (one page maximum)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to

be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (**one page maximum**)
 - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposal. The following criteria will be used by the evaluation committee to rank prospective firms:

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

Notes:

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

Attachment 1

Project Team Location(s)

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

Notes:

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

Attachment 2 - RFP Scoring Sheet

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

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

Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects

- _____ Affidavit
- _____ Affirmative Action Plan
- _____ EEO Agreement
- _____ Workforce Analysis
- _____ Insurance

Comments:

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

ATTACHMENT #3

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (name & address) _____ (**CONSULTANT**). **OWNER** intends to proceed with the _____ as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Appendices _____ and Addendums _____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the

CONSULTANT's response to RFP #33-2012), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have

previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. 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. This Indemnification and Hold Harmless

Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance

retained by OWNER.

- c. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- d. 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).
- e. 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.
- f. 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.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance

of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **OWNER'S** designee will be identified in each approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2012.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

RFP #33-2012

REQUEST FOR QUALIFICATIONS (RFQ)

FOR PROFESSIONAL

ENGINEERING SERVICES

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

ATTACHMENT #4

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

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

ACCEPTED BY:

AUTHORIZED BY:

 Consultant's Authorized Signature

 Owner's Authorized Signature

 Date Signed

 Date Signed

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

ATTACHMENT #5

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

CONSULTANT

OWNER

| | | |
|------------------|-------|---|
| Name | _____ | 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 | _____ | chmartin@lexingtonky.gov |
| Task Order Date: | _____ | |
| Task Name: | _____ | |
| Task ID: | _____ | |

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

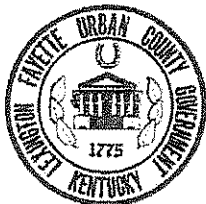
Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

**Hourly Rate Schedule
Remedial Measures Plan and Related Projects**

| Job Classification | Hourly Rate |
|---|--------------------|
| Principal | |
| Project Manager | |
| Project Engineer (PE) | |
| Project Engineer (EIT) | |
| Engineering Technician / CAD Technician | |
| Survey Crew | |
| Clerical | |

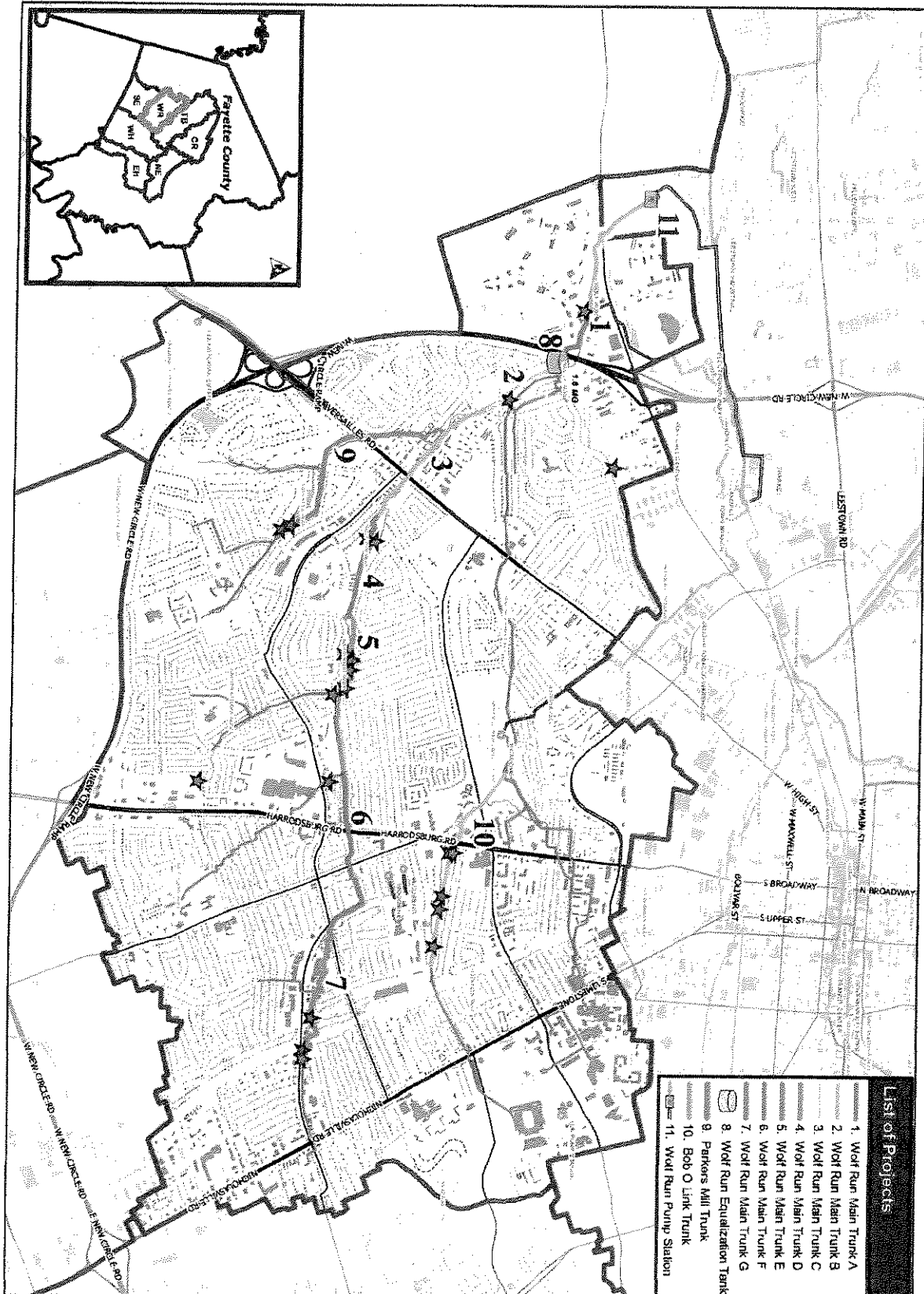
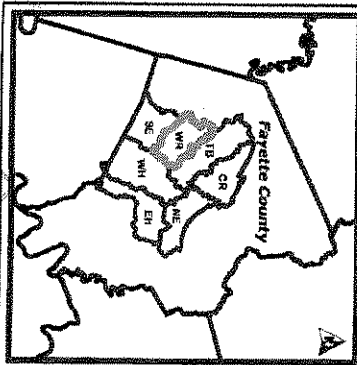
Attachment 2 - RFP Scoring Sheet – REVISED for Addendum

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

| Consultant Name: | | Score (1-5) | Total Points Possible | Weighted Score |
|--|--|-------------|-----------------------|----------------|
| Project Category: | | | | |
| Selection Criteria | Notes | Score (1-5) | Total Points Possible | Weighted Score |
| Overall expertise of the firm | Acceptable: at least 3 similar projects | | 10 | |
| Overall expertise of the Team members | Acceptable: at least 2 similar projects last 5 years | | 15 | |
| Past performance in the service category | Based on work for LFUCG and/or reference clients | | 20 | |
| Project Manager Qualifications | Acceptable: at least 3 similar projects last 5 years and located locally | | 25 | |
| Risk Management Plan | Acceptable: submits acceptable contingency plan | | 10 | |
| Office status and location of employees | 5.0 - Prime has Fayette Co. HQ | | 20 | |
| | 4.5 - Prime has "local" HQ | | | |
| | 4.0 - Prime has local office > 30 employees | | | |
| | 3.5 - Prime has local office ≤ 30 employees | | | |
| | 3.0 - Prime has non-local Kentucky HQ | | | |
| | 2.5 - Prime has non-local KY office | | | |
| Final Technical Score | 1.0 to 2.0 - Prime has no Kentucky office (consider distance) | | 100 | |

RMP Projects

| No. | Project Name | Design Fee Estimate | Construction Cost Estimate | Project Capital Cost Estimate | Project Type |
|-------|--|---------------------|----------------------------|-------------------------------|--------------|
| CR-1 | Lower Cane Run Wet Weather Storage | \$3,120,000 | \$33,440,000 | \$36,560,000 | 1 - Storage |
| CR-10 | Upper Cane Run WWS | \$500,000 | \$3,980,000 | \$4,480,000 | 1 - Storage |
| EH-3 | East Hickman WWS | \$1,540,000 | \$16,520,000 | \$18,060,000 | 1 - Storage |
| NE-1 | North Eikhorn PS WWS | \$860,000 | \$9,420,000 | \$10,300,000 | 1 - Storage |
| TB-1 | Town Branch WWTP WWS | \$9,770,000 | \$102,130,000 | \$111,900,000 | 1 - Storage |
| WH-1 | WH-7 WWS | \$1,630,000 | \$17,460,000 | \$19,090,000 | 1 - Storage |
| WH-20 | WH WWTP WWS | \$10,130,000 | \$108,610,000 | \$118,740,000 | 1 - Storage |
| WR-8 | Wolf Run WWS | \$740,000 | \$7,940,000 | \$8,680,000 | 1 - Storage |
| CR-11 | Cane Run Trunk | \$180,000 | \$1,700,000 | \$1,880,000 | 2 - Pipeline |
| CR-12 | Lexmark Trunk A | \$160,000 | \$1,480,000 | \$1,640,000 | 2 - Pipeline |
| CR-13 | Lexmark Trunk B | \$110,000 | \$960,000 | \$1,070,000 | 2 - Pipeline |
| CR-14 | New Circle Trunk A | \$390,000 | \$3,920,000 | \$4,310,000 | 2 - Pipeline |
| CR-15 | New Circle Trunk B | \$280,000 | \$2,700,000 | \$2,980,000 | 2 - Pipeline |
| CR-9 | Expansion Area 3 FM | \$430,000 | \$3,370,000 | \$3,800,000 | 2 - Pipeline |
| CR-4 | Expansion Area 3 Trunk | \$550,000 | \$4,840,000 | \$5,390,000 | 2 - Pipeline |
| CR-5 | Shandon Park Trunks | \$260,000 | \$2,050,000 | \$2,310,000 | 2 - Pipeline |
| CR-6 | Winburn Trunk | \$140,000 | \$980,000 | \$1,120,000 | 2 - Pipeline |
| CR-7 | Thoroughbred Acres Trunk | \$170,000 | \$1,600,000 | \$1,770,000 | 2 - Pipeline |
| CR-9 | Lower Griffin Gate Trunk | \$90,000 | \$770,000 | \$860,000 | 2 - Pipeline |
| EH-1 | East Hickman FM | \$860,000 | \$9,210,000 | \$10,070,000 | 2 - Pipeline |
| EH-10 | Hartland 1 Trunk | \$120,000 | \$1,020,000 | \$1,140,000 | 2 - Pipeline |
| EH-11 | Eliminate East Lake PS | \$70,000 | \$560,000 | \$630,000 | 2 - Pipeline |
| EH-12 | Century Hills Trunk Upsize | \$150,000 | \$1,400,000 | \$1,550,000 | 2 - Pipeline |
| EH-13 | East Lake Trunk Upsize | \$80,000 | \$700,000 | \$780,000 | 2 - Pipeline |
| EH-14 | Autumn Ridge Trunk Upsize | \$100,000 | \$900,000 | \$1,000,000 | 2 - Pipeline |
| EH-4 | Overbrook Farm FM | \$120,000 | \$1,080,000 | \$1,200,000 | 2 - Pipeline |
| EH-6 | Overbrook Farm Trunk | \$420,000 | \$4,250,000 | \$4,670,000 | 2 - Pipeline |
| EH-8 | Armstrong Mill Trunks | \$100,000 | \$870,000 | \$970,000 | 2 - Pipeline |
| EH-9 | Hartland 2 & 3 Trunks | \$170,000 | \$1,580,000 | \$1,750,000 | 2 - Pipeline |
| NE-2 | Eastland Trunk | \$160,000 | \$1,340,000 | \$1,500,000 | 2 - Pipeline |
| NE-3 | Liberty Road Trunk | \$290,000 | \$2,740,000 | \$3,030,000 | 2 - Pipeline |
| NE-5 | Greenbrier Trunk | \$30,000 | \$260,000 | \$290,000 | 2 - Pipeline |
| SE-2 | Mint Lane Trunk | \$120,000 | \$1,050,000 | \$1,170,000 | 2 - Pipeline |
| TB-10 | Midland Avenue Trunk | \$320,000 | \$3,120,000 | \$3,440,000 | 2 - Pipeline |
| TB-3 | Tie-in Lower Cane Run FM | \$20,000 | \$180,000 | \$200,000 | 2 - Pipeline |
| TB-4 | UK Trunk A | \$270,000 | \$2,560,000 | \$2,830,000 | 2 - Pipeline |
| TB-5 | UK Trunk B (Newtown Pike Extension) | \$- | \$- | \$0 | 2 - Pipeline |
| TB-6 | UK Trunk C | \$150,000 | \$1,380,000 | \$1,530,000 | 2 - Pipeline |
| TB-7 | UK Trunk D | \$240,000 | \$2,330,000 | \$2,570,000 | 2 - Pipeline |
| TB-8 | UK Trunk E | \$290,000 | \$2,850,000 | \$3,140,000 | 2 - Pipeline |
| TB-9 | Georgetown Road Trunk | \$10,000 | \$100,000 | \$110,000 | 2 - Pipeline |
| WH-10 | West Hickman Main Trunk E | \$750,000 | \$7,950,000 | \$8,700,000 | 2 - Pipeline |
| WH-11 | West Hickman Main Trunk F | \$450,000 | \$4,500,000 | \$4,950,000 | 2 - Pipeline |
| WH-12 | Sutherland Trunk | \$180,000 | \$1,640,000 | \$1,820,000 | 2 - Pipeline |
| WH-13 | Idle Hour Trunk | \$80,000 | \$700,000 | \$780,000 | 2 - Pipeline |
| WH-14 | Centre Parkway Trunk | \$100,000 | \$850,000 | \$950,000 | 2 - Pipeline |
| WH-15 | The Island Trunks | \$100,000 | \$890,000 | \$990,000 | 2 - Pipeline |
| WH-16 | Woodhill Trunk | \$290,000 | \$2,790,000 | \$3,080,000 | 2 - Pipeline |
| WH-17 | Prather Road Trunk | \$200,000 | \$1,870,000 | \$2,070,000 | 2 - Pipeline |
| WH-18 | Richmond Road Trunk | \$170,000 | \$1,530,000 | \$1,700,000 | 2 - Pipeline |
| WH-19 | Wildwood Park Trunk | \$110,000 | \$1,010,000 | \$1,120,000 | 2 - Pipeline |
| WH-2 | West Hickman Main Trunk A | \$380,000 | \$3,800,000 | \$4,180,000 | 2 - Pipeline |
| WH-3 | West Hickman Main Trunk B | \$560,000 | \$5,780,000 | \$6,340,000 | 2 - Pipeline |
| WH-4 | West Hickman Main Trunk C | \$440,000 | \$4,400,000 | \$4,840,000 | 2 - Pipeline |
| WH-5 | Landsdowne South Trunk | \$330,000 | \$3,220,000 | \$3,550,000 | 2 - Pipeline |
| WH-6 | West Hickman Main Trunk D | \$370,000 | \$3,660,000 | \$4,030,000 | 2 - Pipeline |
| WH-7 | Merrick Trunk | \$360,000 | \$3,520,000 | \$3,880,000 | 2 - Pipeline |
| WH-8 | Ector Trunk | \$150,000 | \$1,400,000 | \$1,550,000 | 2 - Pipeline |
| WH-9 | Southeastern Hills Trunk | \$210,000 | \$1,930,000 | \$2,140,000 | 2 - Pipeline |
| WR-1 | Wolf Run Main Trunk A | \$210,000 | \$1,990,000 | \$2,200,000 | 2 - Pipeline |
| WR-10 | Bob O Link Trunk | \$190,000 | \$1,650,000 | \$1,840,000 | 2 - Pipeline |
| WR-2 | Wolf Run Main Trunk B | \$230,000 | \$2,180,000 | \$2,410,000 | 2 - Pipeline |
| WR-3 | Wolf Run Main Trunk C | \$420,000 | \$4,140,000 | \$4,560,000 | 2 - Pipeline |
| WR-4 | Wolf Run Main Trunk D | \$190,000 | \$1,730,000 | \$1,920,000 | 2 - Pipeline |
| WR-5 | Wolf Run Main Trunk E | \$230,000 | \$2,140,000 | \$2,370,000 | 2 - Pipeline |
| WR-6 | Wolf Run Main Trunk F | \$260,000 | \$2,460,000 | \$2,720,000 | 2 - Pipeline |
| WR-7 | Wolf Run Main Trunk G | \$220,000 | \$1,990,000 | \$2,210,000 | 2 - Pipeline |
| WR-9 | Parkers Mill Trunk | \$190,000 | \$1,770,000 | \$1,960,000 | 2 - Pipeline |
| CR-16 | Griffin Gate Rehab | \$- | \$- | \$0 | 4 - Rehab |
| NE-6 | Floyd Drive Rehab | \$- | \$- | \$0 | 4 - Rehab |
| NE-4 | Greenbrier #2 PS | \$170,000 | \$1,040,000 | \$1,210,000 | 5 - Small PS |
| TB-2 | Town Branch PS Replacement | \$100,000 | \$830,000 | \$930,000 | 5 - Small PS |
| CR-2 | Expansion Area 3 PS | \$720,000 | \$6,980,000 | \$7,700,000 | 6 - Large PS |
| EH-2 | East Hickman PS | \$1,190,000 | \$13,110,000 | \$14,300,000 | 6 - Large PS |
| EH-5 | Overbrook Farm PS | \$520,000 | \$5,300,000 | \$5,820,000 | 6 - Large PS |
| SE-1 | South Eikhorn PS Upsize | \$80,000 | \$696,000 | \$776,000 | 6 - Large PS |
| SE-3 | Mint Lane PS | \$490,000 | \$3,920,000 | \$4,410,000 | 6 - Large PS |
| WR-11 | Wolf Run Pump Station | \$- | \$9,500,000 | \$9,500,000 | 6 - Large PS |
| CR-8 | Sharon Village PS and FM | \$220,000 | \$1,900,000 | \$2,120,000 | 2 & 6 |
| EH-7 | Delong Road PS & FM | \$290,000 | \$2,640,000 | \$2,930,000 | 2 & 6 |
| NE-7 | Expansion Area 2A Projects | \$- | \$8,610,000 | \$8,610,000 | 2 & 6 |
| EH-15 | Expansion Area #1 Property Acquisition | \$1,110,000 | \$- | \$1,110,000 | N/A |
| | | \$46,310,000 | \$489,740,000 | \$536,050,000 | |



- List of Projects**
1. Wolf Run Main Trunk A
 2. Wolf Run Main Trunk B
 3. Wolf Run Main Trunk C
 4. Wolf Run Main Trunk D
 5. Wolf Run Main Trunk E
 6. Wolf Run Main Trunk F
 7. Wolf Run Main Trunk G
 8. Wolf Run Equalization Tank
 9. Parkers Mill Trunk
 10. Bob O Link Trunk
 11. Wolf Run Pump Station

Wolf Run Detailed Solutions

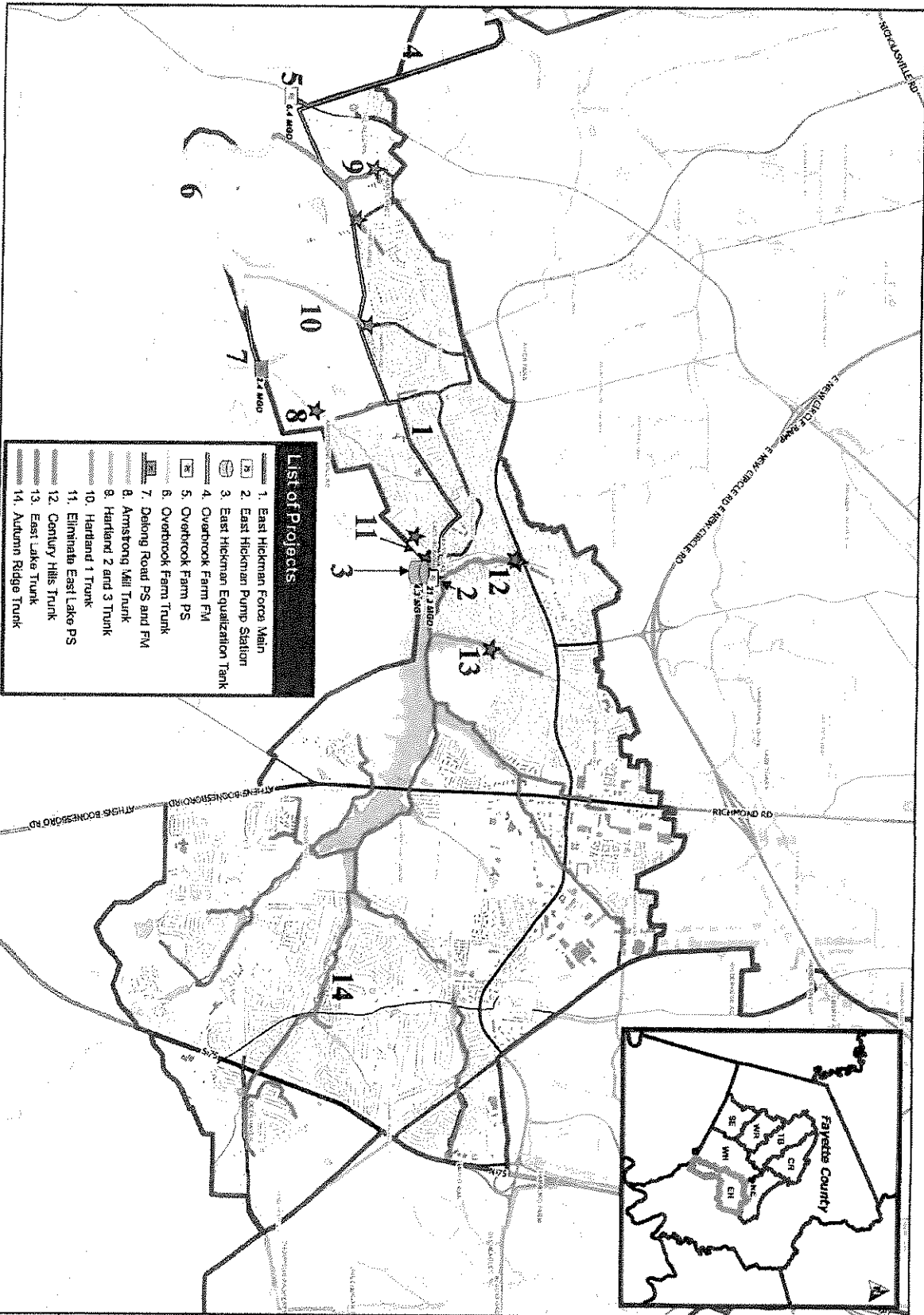
Proposed Remedial Measures (Different Colors Signify Separate "Projects")

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- PS New Pump Station
- New Equalization Tank

- ★ Monitoring List SSO
- ☆ Appendix A SSO
- ⊙ Existing Pump Station
- ⊖ Existing Trunk Sewer
- ▬ Existing Force Main
- ▭ Major Sewershed

1" = 2,200'





- List of Projects**
- 1. East Hickman Force Main
 - 2. East Hickman Pump Station
 - 3. East Hickman Equalization Tank
 - 4. Overbrook Farm F/M
 - 5. Overbrook Farm PS
 - 6. Overbrook Farm Trunk
 - 7. DeLong Road PS and F/M
 - 8. Armstrong Mill Trunk
 - 9. Hardland 2 and 3 Trunk
 - 10. Hardland 1 Trunk
 - 11. Elmhurst East Lake PS
 - 12. Century Hills Trunk
 - 13. East Lake Trunk
 - 14. Autumn Ridge Trunk

East Hickman Detailed Solutions

Proposed Remedial Measures (Different Colors Signify Separate "Projects")

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

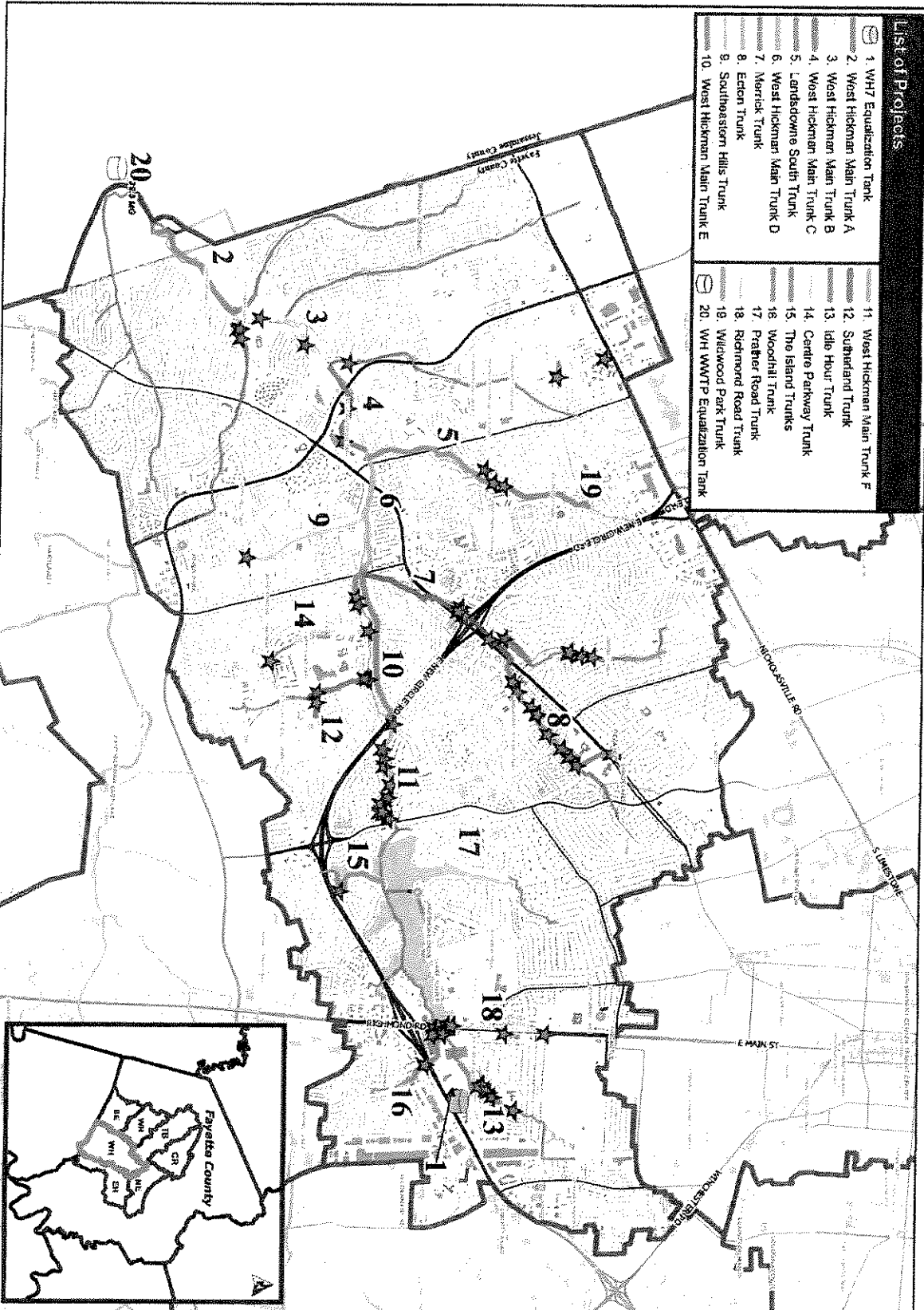
- Monitoring List SSO
- Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Force Main
- Major Sewershed

1" = 3,000'



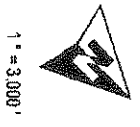
List of Projects

- | | |
|-------------------------------|-------------------------------|
| 1. WH7 Equalization Tank | 11. West Hickman Main Trunk F |
| 2. West Hickman Main Trunk A | 12. Substrand Trunk |
| 3. West Hickman Main Trunk B | 13. Idle Hour Trunk |
| 4. West Hickman Main Trunk C | 14. Centro Parkway Trunk |
| 5. Landsdowne South Trunk | 15. The Island Trunks |
| 6. West Hickman Main Trunk D | 16. Woodhill Trunk |
| 7. Merrick Trunk | 17. Prather Road Trunk |
| 8. Eden Trunk | 18. Richmond Road Trunk |
| 9. Southeastern Hills Trunk | 19. Willowood Park Trunk |
| 10. West Hickman Main Trunk E | 20. WH WWTP Equalization Tank |

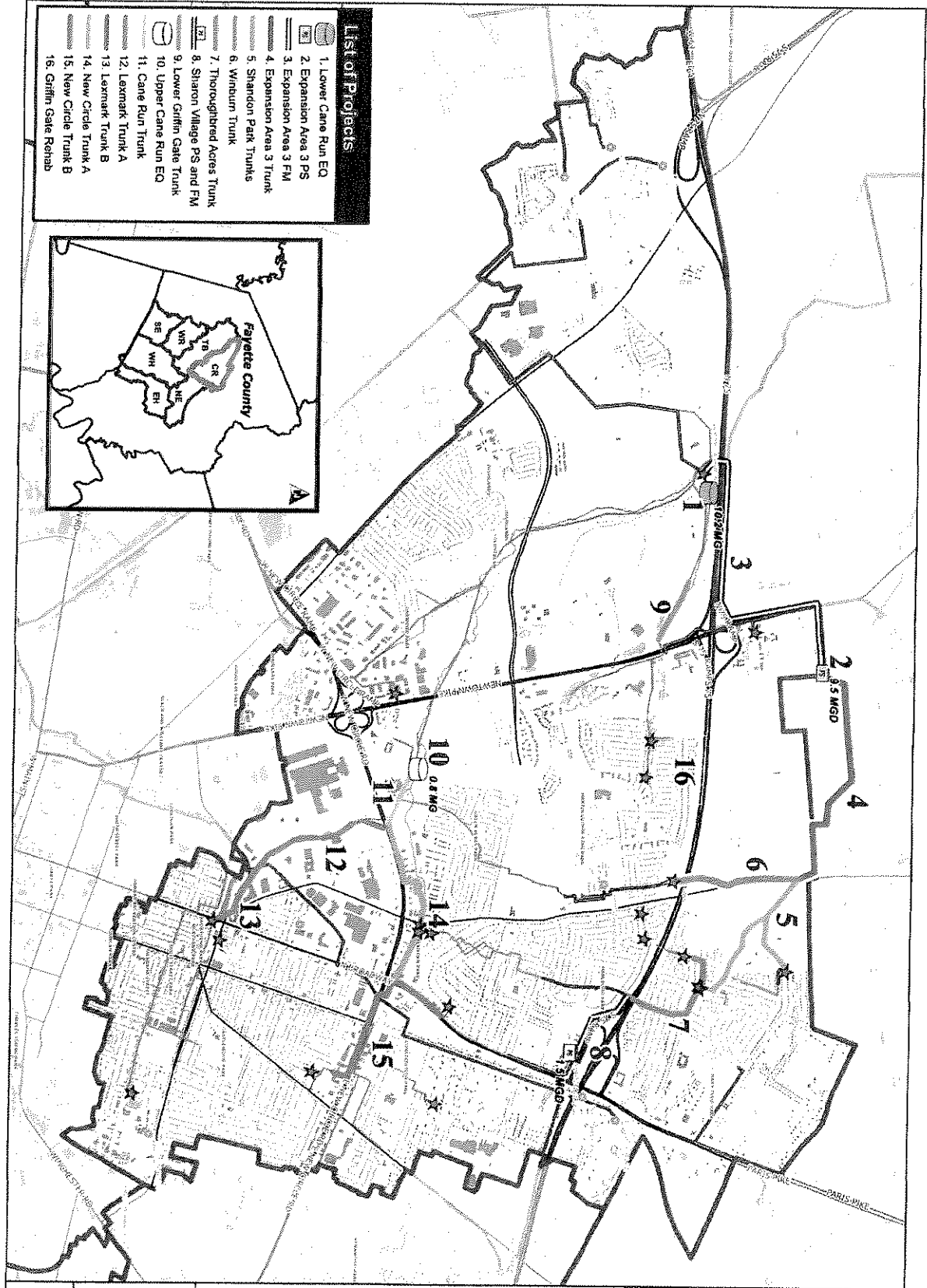
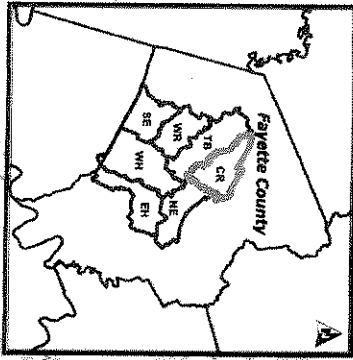


West Hickman Detailed Solutions

- Proposed Remedial Measures (Different Colors Signify Separate "Projects")**
- | | | |
|----------------------|-----------------------|-----------------------|
| Upsize Existing Line | New Pump Station | Monitoring List SSO |
| New Force Main | New Equalization Tank | Appendix A SSO |
| | | Existing Pump Station |
| | | Existing Trunk Sewer |
| | | Existing Force Main |
| | | Major Sowershoc |



- List of Projects**
- 1. Lower Cane Run EQ
 - 2. Expansion Area 3 PS
 - 3. Expansion Area 3 FM
 - 4. Expansion Area 3 Trunk
 - 5. Shandon Park Trunks
 - 6. Winburn Trunk
 - 7. Thoroughbred Acres Trunk
 - 8. Sharon Village PS and FM
 - 9. Lower Griffin Gate Trunk
 - 10. Upper Cane Run EQ
 - 11. Cane Run Trunk
 - 12. Lexmark Trunk A
 - 13. Lexmark Trunk B
 - 14. New Circle Trunk A
 - 15. New Circle Trunk B
 - 16. Griffin Gate Rehab



Cane Run Solution

1" = 2,500'

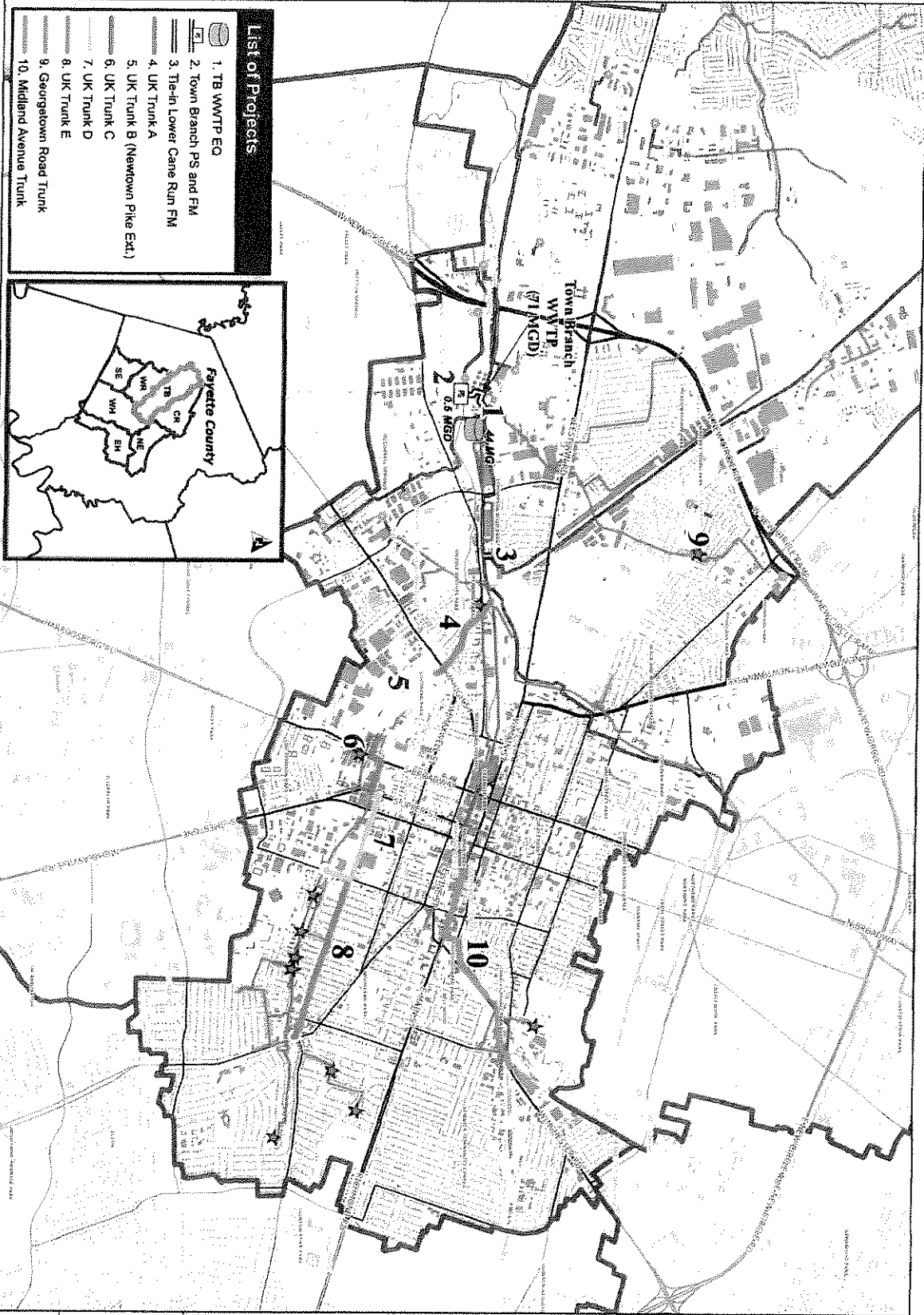


Proposed Remedial Measures (Different Colors Signify Separate "Projects")

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

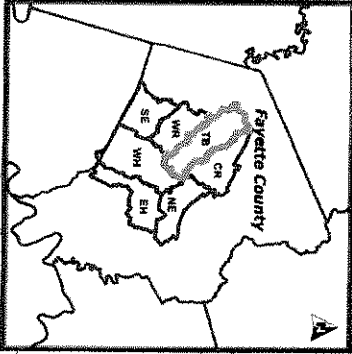
- Monitoring List SSO
- Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Forcemain
- Major Sewershed





List of Projects

- 1. TB WWTB EG
- 2. Town Branch PS and FM
- 3. Tie-in Lower Cane Run FM
- 4. UK Trunk A
- 5. UK Trunk B (Newtown Pike Ext.)
- 6. UK Trunk C
- 7. UK Trunk D
- 8. UK Trunk E
- 9. Georgetown Road Trunk
- 10. Midland Avenue Trunk



Town Branch Solution

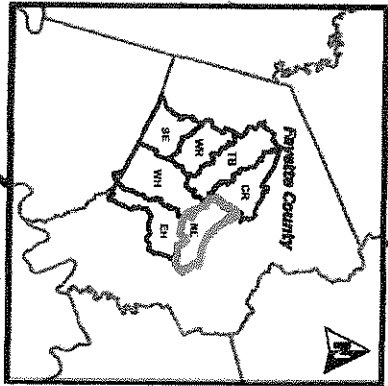
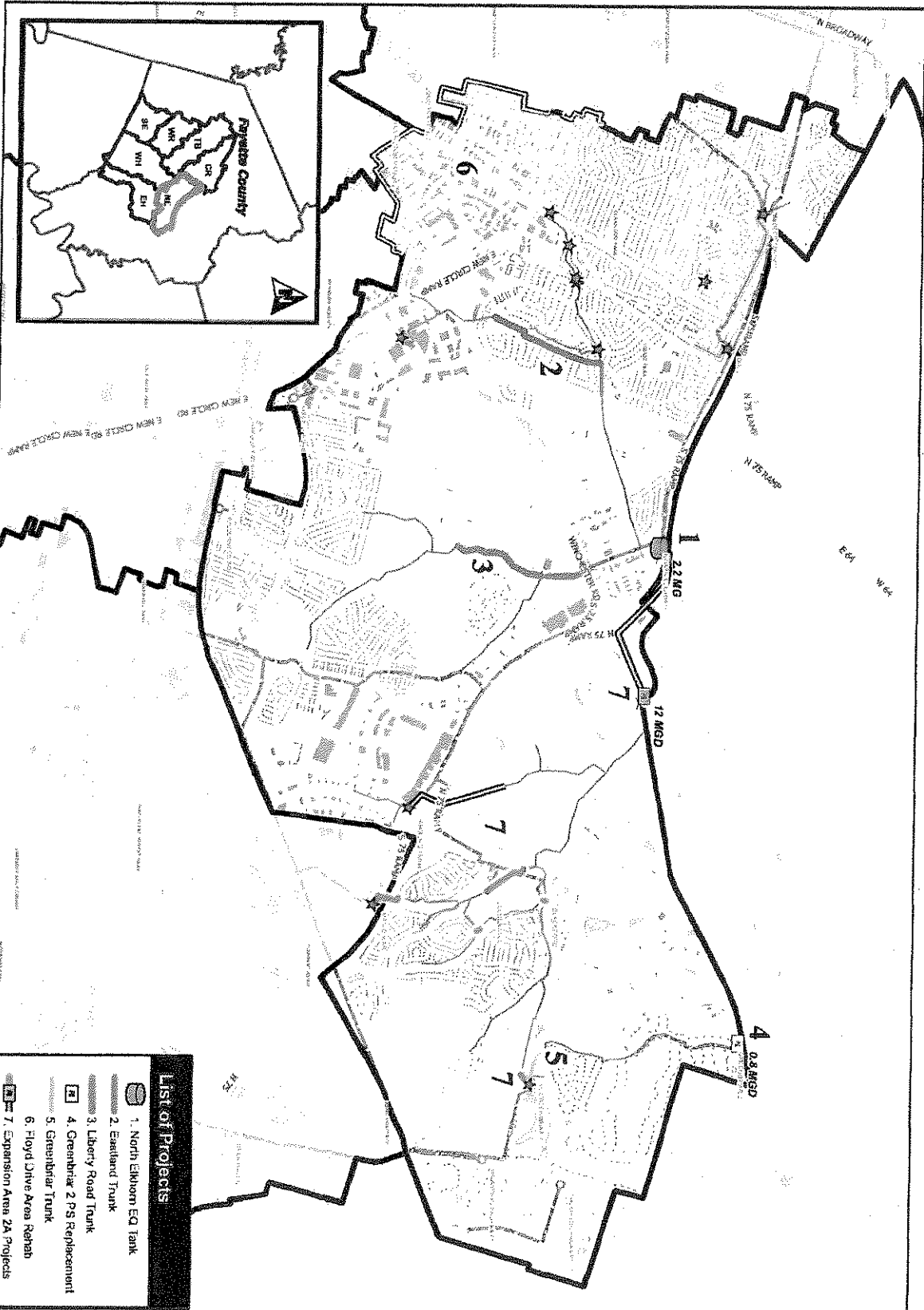
Proposed Remedial Measures (Different Colors Signify Separate 'Projects')

- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

- ★ Monitoring List SSO
- ☆ Appendix A SSO
- ⊙ Existing Pump Station
- Existing Trunk Sewer
- Existing Forcemain
- Major Sewershed

1" = 2,300'





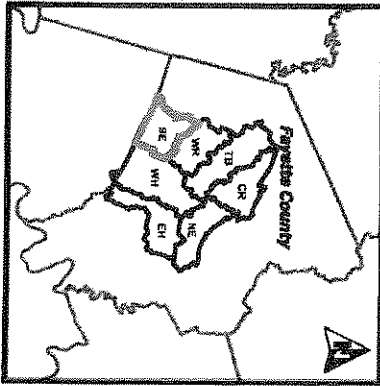
- List of Projects**
- 1. North Elkhorn EQ Tank
 - 2. Eastland Trunk
 - 3. Liberty Road Trunk
 - 4. Greenbriar 2 PS Replacement
 - 5. Greenbriar Trunk
 - 6. Floyd Drive Area Rehab
 - 7. Expansion Area 2A Projects

North Elkhorn Solution

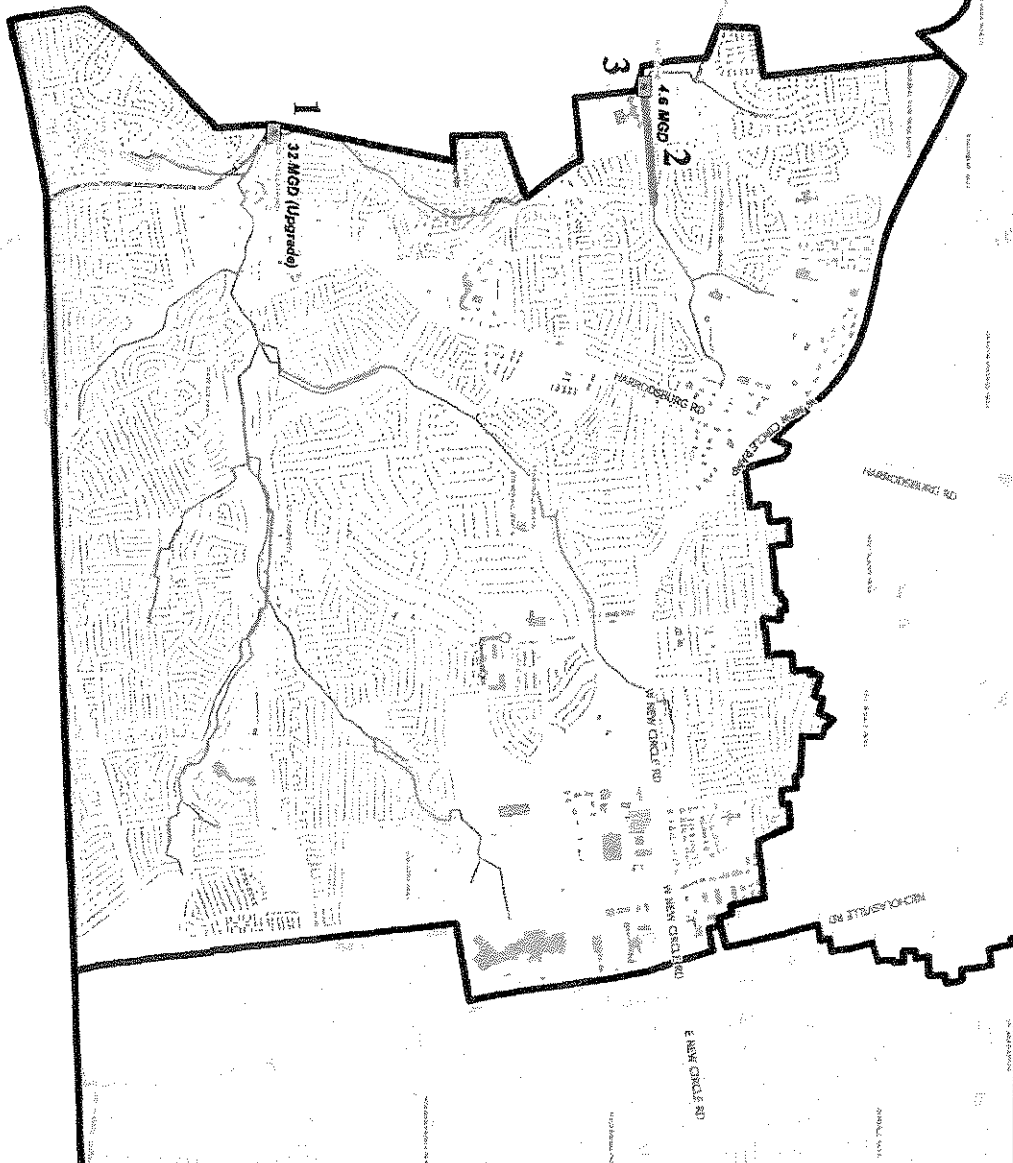
Proposed Remedial Measures (Different Colors Signify Separate "Projects")

| | | |
|----------------------|-----------------------|-----------------------|
| Update Existing Line | New Pump Station | Monitoring List SSO |
| New Trunk Sewer | New Equalization Tank | Appendix A SSO |
| New Force Main | | Existing Pump Station |
| | | Existing Trunk Sewer |
| | | Existing Force Main |
| | | Major Sewershed |





- List of Projects**
- 1. Add Pump at South Elkhorn PS
 - 2. Mini Lane Trunk
 - 3. Upgrade Mini Lane PS



South Elkhorn Solution

- Proposed Remedial Measures (Different Colors Signify Separate Projects)**
- Upsize Existing Line
 - New Trunk Sewer
 - New Force Main
 - New Pump Station
 - New Equalization Tank
 - Monitoring List SSO
 - Appendix A SSO
 - Existing Pump Station
 - Existing Trunk Sewer
 - Existing Force Main
 - Major Sewerhead



EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/07/2013

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

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

| | | | |
|---|--|--|---------------|
| PRODUCER Aon 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.): (847) 953-5390 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Tetra Tech, Inc. 800 Corporate Drive, Suite 200 Lexington KY 40503 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: National Union Fire Ins Co of Pittsburgh | | 19445 |
| | INSURER B: Insurance Company of the State of PA | | 19429 |
| | INSURER C: Lexington Insurance Company | | 19437 |
| | INSURER D: Chartis Specialty Insurance Company | | 26883 |
| | INSURER E: INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER: 570049029833** **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR I WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------------|--|--|--|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | | GL2491933 | 10/01/2012 | 10/01/2013 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CA 510 15 54 | 10/01/2012 | 10/01/2013 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | TH1200022 | 10/01/2012 | 10/01/2013 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 |
| B | 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 | WC35896545 WC35896542 WC35896543 | 10/01/2012 10/01/2012 10/01/2012 | 10/01/2013 10/01/2013 10/01/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| D | Contractor Prof | | COPS1952583 Prof/Pol1 Liab | 10/01/2012 | 10/01/2013 | Each Claim \$1,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project Start Date: 02/04/13, RFP No. 33-2012 - Conventional Small Pump Station Designs. Lexington-Fayette Urban County Government is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability and Automobile Liability policies. General Liability policy evidenced herein is primary to other insurance available to the Lexington-Fayette Urban County Government, but only to the extent required by written contract with the insured. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions. Stop Gap coverage for the

| | |
|--|---|
| CERTIFICATE HOLDER Lexington-Fayette Urban County Govt. Attn: Purchasing Director 200 East Main Street Lexington KY 40507 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 : AB

Certificate No : 570049029833

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS



TETRA TECH

November 13, 2012

Ms. Betty Landrum
Division of Central Purchasing
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Point of Contact

Mr. Richard W. Walker, P.E., CFM
800 Corporate Drive, Suite 200
Lexington, KY 40503
Office: (859) 514-8749
Cell: (859) 619-8013
richard.walker@tetrattech.com

Attn.: Selection Committee

RE: Tetra Tech Proposal (RFP #33-2012)
Category 5 – Conventional Small Pump Stations

Dear Selection Committee Member:

Tetra Tech has exceptional qualifications to successfully implement your small pump station projects. Our project team has completed eleven small pump stations, and numerous large pump stations (category 6) in the last 5 years. Tetra Tech nationally has been involved in over 75 wet weather programs and has completed hundreds of pump stations.

We fully understand the EPA deadlines and reporting requirements of the Consent Decree. We have been on your Consent Decree Program Management Team since 2008 and work closely with DWQ staff and the other program management consultants. During this time, we have demonstrated our ability to deliver high-quality products, on schedule, and within budget. For example, as part of the Consent Decree work, we have successfully completed over 20 task orders. As a result, we understand your operating style and culture, and how to best respond to your needs. We have built a relationship of mutual trust and respect, which has allowed us to work as an extension of your staff.

I will serve as the Contract Manager and Herb Lemaster will be the Technical Project Manager, and we are both in the Lexington office. Being local to the community means that we are personally invested in improving the quality of life in Lexington, and we take great satisfaction in working together with you to reach your goals. We look forward to working with you on these projects.

Sincerely,

A handwritten signature in cursive script that reads "Richard W. Walker".

Mr. Richard W. Walker, P.E., CFM
Vice President

Tetra Tech Inc.
800 Corporate Drive, Suite 200, Lexington, KY 40503
Tel (859) 223-8000 Fax (859) 224-1025 www.tetrattech.com

2 Firm Qualifications

This **executive summary** highlights RFQ selection criteria and demonstrates why LFUCG should select Tetra Tech to provide engineering services for small pump stations.

Overall Expertise of Tetra Tech in Small Pump Stations

Tetra Tech is an international engineering firm with 13,000 employees. Tetra Tech has been ranked No. 1 in Water by *Engineering News-Record* for 8 years in a row and has a national reputation as a leader in wet weather Consent Decree programs. We are currently involved in Consent Decree programs in Lexington, KY; Toledo, OH; Pittsburgh, PA; Kansas City, MO; and Atlanta, GA. We have been involved with the planning and design of pump stations in Lexington, KY; Cincinnati, OH; and several clients in the region.

Overall Expertise of the Team Members in Small Pump Stations

The project team is well qualified to perform the necessary engineering services for small pump stations as result of the projects they have worked on in the last 5 years (see Section 5). The team has specific expertise with the issues of design, construction management, and permitting. For example, Patrick Bischoff has worked closely with DWQ staff to develop a streamlined permitting process with the KY Division of Water.

Past Performance on Small Pump Stations

Section 5 lists 11 Small Pump Station projects the project team has completed for various clients over the last 5 years. The construction cost ranges from \$210,000 to \$2.3M.

Project Manager Qualifications

Richard Walker will be the contract manager for the small pump station projects. Richard has 30 years of experience and is located in the Lexington office. He is currently the program manager for the Stormwater Consent Decree for LFUCG and has successfully completed over 20 task orders under this contract.

Herb Lemaster will be the technical project manager and has 18 years of experience. Herb has been involved in the design of four small pump stations in the last 5 years:

- Berea, KY – U.S. 25 North Sewer Service Area
- University of KY – ARC Swine Manure Handling Facility, Woodford County
- LFUCG – Haley Pike Landfill Leachate Pump Station
- University of KY – Dawson Springs 4-H Camp pump station.

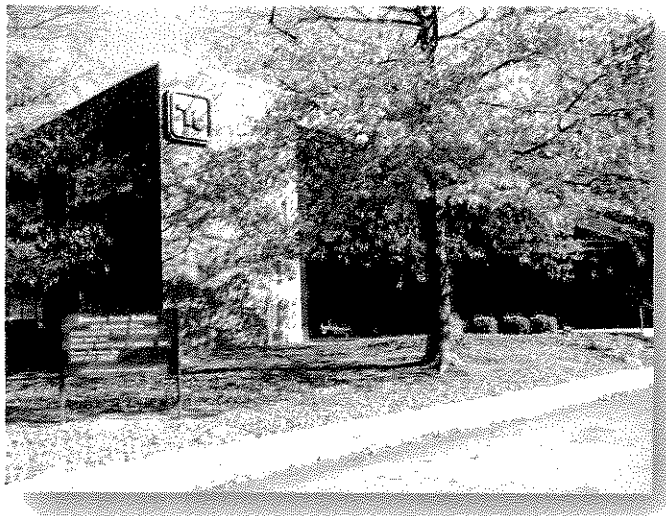


Risk Management Plan for Substitute Staffing

The Risk Management Plan is included in Section 3 and describes the process for ensuring substitute staffing if a key member leaves the project team. The foundation of Tt's risk management plan is a focused project team whose members support each other throughout the project. The technical project team for each task order will consist of the technical project manager, project engineer, and staff engineer who collaborate and share information among each other and who serve as backups to each other. This ensures that the "institutional" knowledge of each project is shared by at least three people from the beginning to the end of the project. The project engineer will be the backup technical project manager, and the staff engineer will be the backup project engineer.

Office Status and Location of Employees

Richard Walker, the contract manager, and Herb Lemaster, the technical manager, are in the Lexington office, along with the project engineers who will do 90% of the work. The Lexington office has 32 employees and provides engineering services for stormwater management, water and wastewater engineering, landfill engineering, and environmental services. In addition, the Lexington office provides project support to multiple Tetra Tech offices for accounting, human resources, information technology, operations, and marketing.



Cost Control

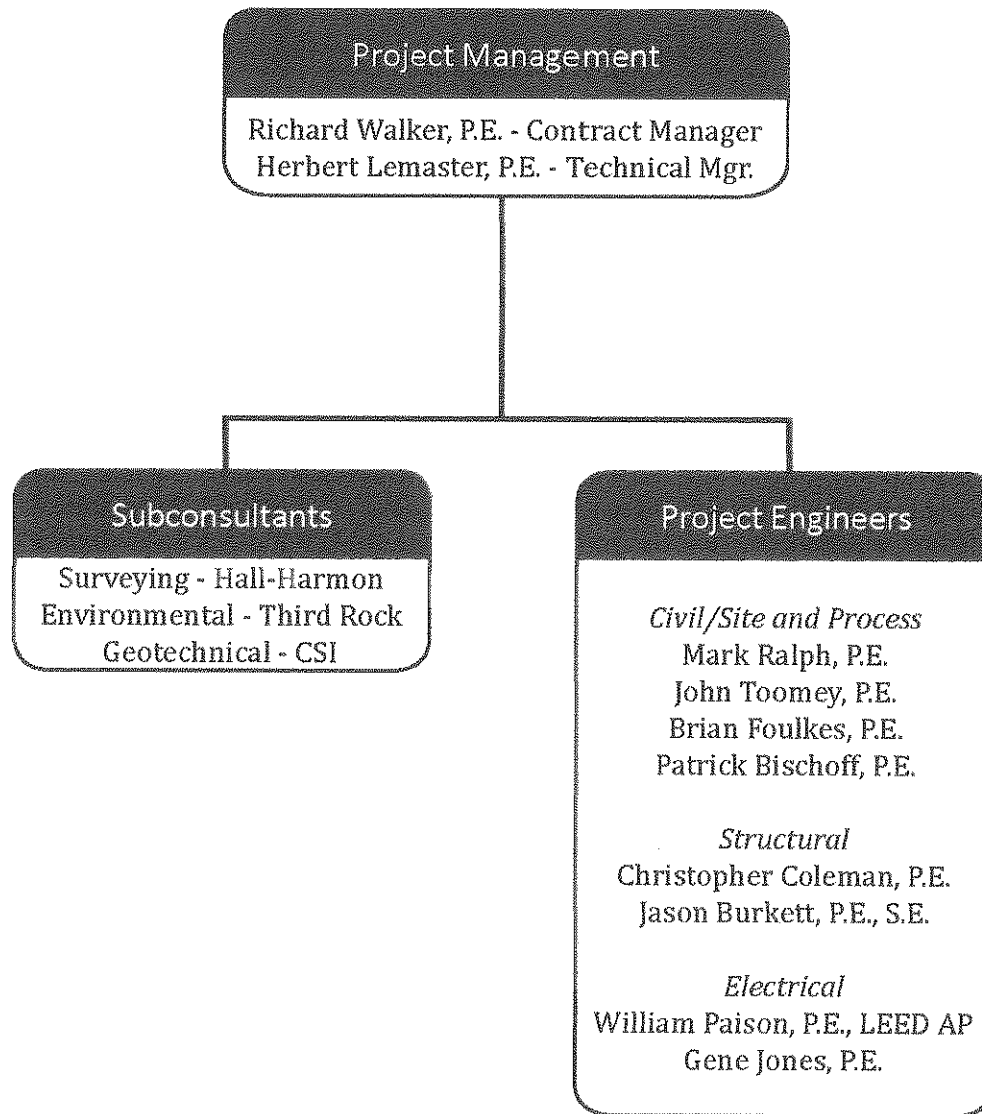
We have consistently demonstrated that we can deliver high-quality products, on schedule, and within budget on LFUCG projects. As your Consent Decree program manager since 2008, we have successfully completed over 20 task orders. To that end, we will continue to use this method of conducting work that we have been using over the last 5 years. We will develop a written scope of work for each task order, along with a schedule and estimated hours/fee for various staff to complete the work. We will not begin work until the LFUCG project manager has given us written approval of the task order.

Subconsultants

The following subconsultants are on the project team.

| Subconsultant | Services Provided | Firm Headquarters | No. of Employees |
|--------------------------|-------------------------|-------------------|------------------|
| Hall-Harmon | Surveying, Eng. Support | Lexington | 7 |
| Third Rock Consultants | Environmental | Lexington | 26 |
| Consulting Services Inc. | Geotechnical | Lexington | 41 |

3 Project Team—Small Pump Stations



Project Team

The Tetra Tech team includes **Hall-Harmon Engineers (HHE)** (WBE) for surveying and civil/site support; **Third Rock Consultants (TRC)** (WBE) for environmental; and **Consulting Services Incorporated of KY (CSI)** for geotechnical services. Following are brief, relevant biographies of key staff members.

Staff Background

RICHARD WALKER, P.E., CFM (TETRA TECH, LEXINGTON)—Mr. Walker has 30 years of experience in civil and water resources engineering. He currently manages water resource projects for cities, state governments, and industries, including program management efforts for Consent Decrees, floodplain analyses, watershed master plans, stormwater utilities, and stormwater Phase I and Phase II permit implementation. He has worked with LFUCG since 1983 and has been the stormwater program manager for the Consent Decree for Lexington since 2008.

- **EPA Consent Decree Stormwater Program Management, Lexington, Kentucky**—Mr. Walker is the program manager for the Federal Consent Decree for Lexington, Kentucky, the first Consent Decree in the nation that addresses both sanitary sewer and stormwater violations of the Clean Water Act.

Mr. Walker is responsible for QA/QC of all deliverables required by the Consent Decree and for ensuring they are submitted to EPA ahead of schedule. He is also responsible for assisting the city with implementing the Stormwater Quality Management Program (SWQMP) that is part of the Consent Decree. The SWQMP, developed by Tetra Tech, is a comprehensive program for complying with the EPA Phase I Stormwater regulations and addresses public education/involvement, watershed management, illicit discharges, construction site runoff, industrial facilities, high-risk commercial facilities, municipal operations, residential/commercial development, water quality monitoring, and recordkeeping.

HERBERT LEMASTER, P.E. (TETRA TECH, LEXINGTON)—Mr. Lemaster is a senior engineer in the Lexington office. He has 18 years of experience and is responsible for analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. He serves as a project manager and engineer on various civil and environmental projects. 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.

- ***US 25 North Sewer Service Extension, Berea, Kentucky***—Project Manager and Lead Designer on original installation of two 400 GPM pump stations, with subsequent modification of the original design to have a single PS capable of handling up to 1,500 GPM. (2007)
- ***ARC Swine Manure Handling Facility Improvements, Woodford County, Kentucky***— Project Manager and Lead Designer for improving an agricultural site and upgrading its existing receiving station, constructing a new 400,000-gallon storage tank, improving the existing storage tanks and field storage facility, replacing existing pumps, installing a new 600 GPM pump station, and improving the electrical and communication control systems. (2009)
- ***Haley Pike Landfill Closure - Leachate Pump Station Upgrade, Lexington, Kentucky***— Project Manager and Lead Designer on a pump station and force main to convey landfill leachate to an equalization lagoon. The pump station is an LFUCG Class C facility, rated at 150 GPM. This project consists of structure excavation, removal of an existing valve vault, converting an existing wet well to split influent leachate flow, constructing two new wet wells, installing two 10 HP pumps, constructing a new valve vault with associated valves and fittings, relocating existing control panel and performing related electrical work (including converting an existing single-phase generator to a three phase generator), placing 1,300 feet of 6-inch SDR 11 high-density polyethylene pipe, installing three manual air release stations, and performing related work. (2010)
- ***Renovate 4-H Camp - Dawson Pump Station and Force Main, Dawson Springs, Kentucky***—Project Manager and Lead Designer on installation of 2,500 feet of 8-inch PVC sewer line, 12 new manholes, 4,500 feet of 4-inch PVC force main, sodium hypochlorite feed pumps, and a duplex pump station with two 80 GPM pumps. (2011)

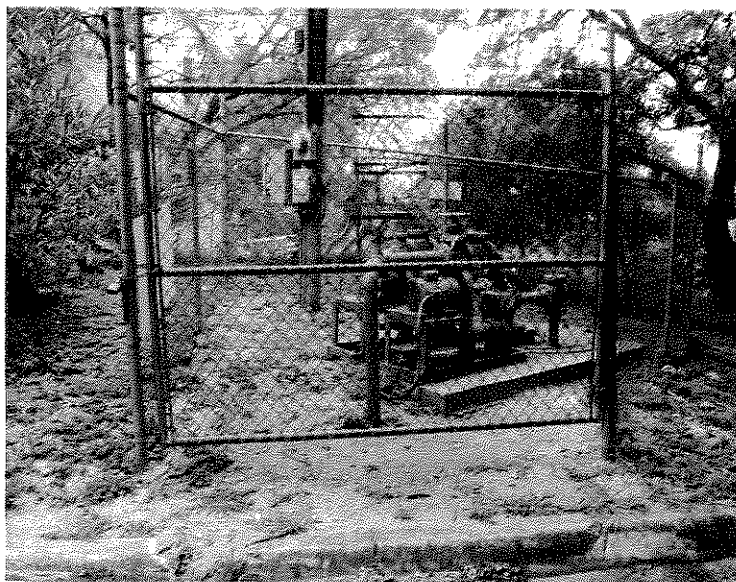


MARK RALPH, P.E. (TETRA TECH, LEXINGTON)—Mr. Ralph's 20 years of experience include planning, design, and construction management of water, wastewater, recycled water, and stormwater facilities. Projects include treatment facilities, pump stations, reservoirs, dam modifications, force mains, domestic and recycled water pipelines, and gravity sewers. Over the past 4 years, Mark has worked almost exclusively on Consent Decree projects similar to those required for the LFUCG RFP. His Dig and Replace Pipelines projects include:

- **Harrods Creek Interceptor and Force Mains/Timberlake & South Hunting Creek WWTPs Elimination, Louisville MSD**—Installation of 8,800 LF of 30-inch force main and 8,600 LF of 24–42-inch sanitary to depths of over 30 feet.
- **River Bluff and Covered Bridge WWTPs Elimination, Oldham County Environmental Authority**—Installed 5,180 LF of 12-inch, 2,210 LF of 8-inch, and 2,270 LF of 6-inch PVC C900 force main.
- **Millbrook II Pump Station Upgrade and Force Main, Cincinnati, Ohio**—Design replacement of an existing aging pump station with a new 0.2 MGD submersible pump station and installing 1,400 feet of 4-inch PVC force main. (2009)
- **Hageman Street Pump Station Upgrade Design, Cincinnati, Ohio**—Design upgrade of an existing wastewater pumping station by constructing a new submersible pump station adjacent to the existing structure. The replacement station included an above-ground emergency generator and 480 GPM pumps at 47 feet TDH. (2009)

JOHN TOOMEY, P.E. (TETRA TECH, ORLANDO)— Mr. Toomey has more than 32 years of wastewater utility experience and has been responsible for a variety of water and wastewater facility designs, transmission projects and pumping stations. He has extensive experience in the design of large wastewater pumping systems. Representative projects completed by Mr. Toomey include the Meadwoods Pump Station (11.7 MGD) and Balcombe Road Pump Station (17.6 MGD) for Orange County Utilities, the Bennett Road Bypass Facility Pumping System (22.0 MGD) for the City of Orlando, and the Greenwood Lakes WWTP Master Pump Station (8.8 MGD) for Seminole County, FL. All of these projects involve major wastewater pumping facilities and included large submersible wastewater pumps, odor control systems, standby generator sets, controls, and SCADA interface. Further, Mr. Toomey has been responsible for pump station rehabilitation assignments such as the Lake Franklin and Bible School Pump Station Improvements for the City of Mount Dora, and the Sky Lake South, Civic Center, and Peabody Pump Station Improvements for Orange County Utilities.

BRIAN FOULKES, P.E. (TETRA TECH, ORLANDO)— Mr. Foulkes serves as a project engineer in the Water and Wastewater Infrastructure Planning Group at Tetra Tech and has more than 11 years of engineering experience. He has participated in many aspects of both civil and environmental engineering including process design, facility design, inspection, permitting and evaluation of both water and wastewater utilities. He is experienced in the preparation of engineering drawings and specifications, development of utility master plans, and computer modeling of water distribution and wastewater pumping systems. Recent projects completed by him include the Group 5A Pump Station Improvements and Pump Station 3186 and 3213 Improvements for Orange County Utilities, and Lift Station No. 69 Upgrade Project for the City of Orlando.



- **Pump Stations No. 28 and No. 112 Improvements, Toho Water Authority, Florida**—Project Engineer for design and permitting of improvements to two existing duplex pump stations. General improvements included replacement of: submersible pumps, pump controls, wet well liners and relocation of discharge piping above grade. A failed gravity main at PS No. 28 was replaced. Additional

improvements to PS No. 112 included raising the top slab of the PS and terminal manhole to minimize I/I from site flooding.

- ***Pump Station Nos. 60 and 97 Improvements, Kissimmee, Florida***—Preliminary engineering, final design, permitting, bidding, and construction-phase services for the rehabilitation of two submersible wastewater pump stations. Improvements at each station included structural rehabilitation, installation of a triplex submersible pump system, above-grade discharge piping, odor control facilities, a standby generator set, new controls, and SCADA interface.
- ***Group 5A Pump Station Improvements, Orange County Utilities, Florida***—Project engineer for the preliminary engineering phase of OCU's rehabilitation and replacement program, including four existing facilities. The preliminary design was extensive. Mr. Foulkes's duties included: field inspection, assessment of flow rerouting study, real estate review, pump/equipment selection, odor control analysis, and preliminary design report, including the recommended improvements and preliminary estimates of costs.

PATRICK BISCHOFF, P.E. (TETRA TECH, LEXINGTON)—Mr. Bischoff has worked on water and wastewater projects in Kentucky, Ohio, and North Carolina, including modeling, design, utility rate studies, and sewer rehabilitation. He has worked on commercial and residential site development projects involving roadway, storm sewer, sanitary sewer, and water design, and is familiar with the design of stormwater facilities in site development contexts. He is currently assisting the LFUCG Division of Water Quality with permitting issues.

CHRISTOPHER COLEMAN, P.E. (TETRA TECH, LOUISVILLE)—Mr. Coleman is a senior structural engineer and discipline leader for the structural and architectural group for Tetra Tech's east region. Mr. Coleman also serves as a project manager and facilities technical leader with responsibilities for resource management and oversight over all disciplines for new design, renovations, and condition assessments. With more than 15 years of design experience in steel, concrete, masonry, and wood structures, his experience includes renovation work on historic structures, municipal, industrial, automotive, commercial, health care, government, civil works projects for the US Army Corps of Engineers, and multi-story structures in the high-seismic zones in the Central United States. He has also participated in facility assessments for municipal and chemical plants, forensic investigations related to structural failures, and inspections of civil works projects related to levee and flood protection systems.

- ***ARC Swine Manure Handling Facility Improvements, UK Animal Research Center, Woodford, Kentucky***—Lead Structural Engineer for an above-ground, 400,000-gallon storage tank with pump station and electrical room. Professional services included construction administration.



JASON BURKETT, P.E., S.E. (TETRA TECH, LOUISVILLE)—

Mr. Burkett is a structural engineer who has worked with composite steel, prestressed/precast concrete, concrete frames, steel frames, masonry, timber, tilt-up concrete panels, light-gauge steel, and aluminum. He has completed projects in residential, commercial, health care, government, education, industrial, aviation, performing arts, roofing components, hurricane shelters, high-velocity hurricane zones, renovations/additions, and investigations.

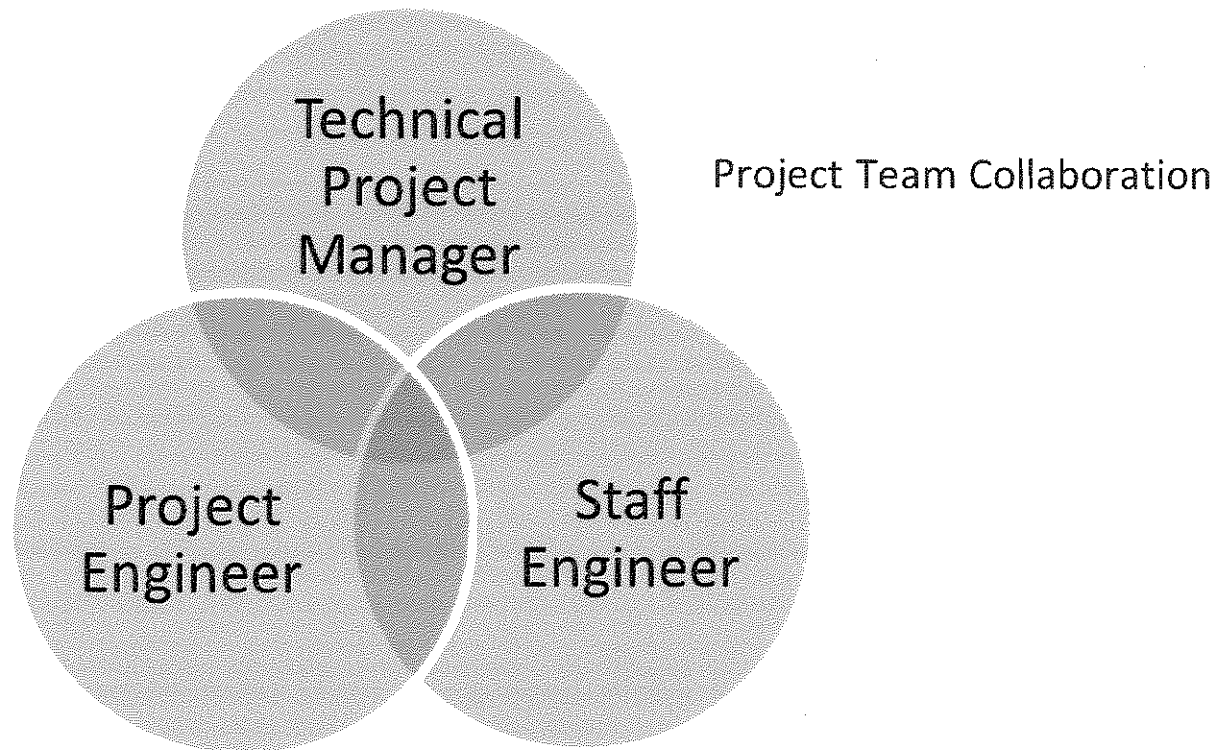
WILLIAM PAISON, P.E., LEED AP (TETRA TECH, ANN ARBOR)—Mr. Paison has 17 years of experience in the electrical and instrumentation designs and specifications of water and wastewater treatment systems. These facilities feature computerized monitoring and control systems, radio telemetry, telephone telemetry, power distribution systems, security, and networking. Mr. Paison also has extensive experience in the design of government and industrial buildings. These facilities feature power distribution systems, automatic light control to conserve energy, LEED design recommendations, video based security with remote monitoring, communications, lightning protection, and addressable fire systems. He has expertise in the following areas: medium- and low-voltage power distribution design, SCADA design, Instrumentation, medium voltage substations, motor control, process control, chemical feed system instrumentation, generators and standby power systems, and lighting.



GENE JONES, P.E. (TETRA TECH, ANN ARBOR)—Mr. Jones is experienced in the design of complex electrical and process instrumentation systems for industrial facilities and municipal water and wastewater facilities. Projects have ranged in complexity from simple sewage lift stations and water well houses to complete water and wastewater treatment facilities.

Risk Management Plan for Substitute Staffing

The RFQ requires the inclusion of a Risk Management Plan for substitute staffing in the event that a key team member leaves the project team before a task order is completed. The foundation of Tetra Tech's risk management plan is a focused project team whose members support each other throughout the project. The technical project team for each task order will consist of the technical project manager, project engineer, and staff engineer who collaborate and share information among each other and who serve as backups to each other. This ensures that the "institutional" knowledge of each project is shared by at least three people from the beginning to the end of the project. The project engineer will be the backup technical project manager, and the staff engineer will be the backup project engineer.



Other provisions of the Tetra Tech Risk Management Plan include the following:

- The project team will have a weekly progress meeting to review what was accomplished the previous week and what is planned for the upcoming week.
- The project team will meet to review the plans and specifications at the 30%, 75%, and final completion stages. This will ensure that all member of the project team are up-to-date on the details of the project.
- Electronic project files including design decisions and calculations will be located on a central server that is accessible to all members of the project team at all times to ensure that everyone is fully knowledgeable of the project.

4 List of Clients for Which Similar Work Has Been Performed

Our team provided professional engineering services for the following clients.

| Client | Similar Projects Completed |
|--|--|
| Mr. Ed Fortner Superintendent Berea Municipal Utilities (859) 986-4391 efortner@bereaky.gov | <ul style="list-style-type: none"> Two 400 GPM pump stations - US 24 North Sewer Service Area, Berea, KY |
| Mr. Robert Brashear University of Kentucky College of Agriculture, 4-H Camps (859) 254-1434 rbrashea@email.uky.edu | <ul style="list-style-type: none"> ARC Swine Manure Handling Facility Improvements, Woodford County, KY Renovate 4-H Camp - Dawson Pump Station and Force Main, Dawson Springs, KY |
| Mr. Rod Chervus, P.E. LFUCG (859) 425-2400 rchervus@lexingtonky.gov | <ul style="list-style-type: none"> Leachate Pump Station Upgrade - Haley Pike Landfill Closure, Lexington, KY |
| Mr. Ed Basquill Veolia Water NA/OCEA (502) 225-9477 ed.basquill@veoliawaterna.com | <ul style="list-style-type: none"> River Bluff and Covered Bridge WWTPs Elimination, Oldham County, KY |

5 List of Similar Design Services Projects

The following projects are ones worked on by the staff listed on the enclosed organization chart. Tetra Tech has worked on additional projects not listed below.

| Project Name, Location | Compl. Date | Services Provided / Project Description | Project Construction Cost |
|--|-------------|--|---|
| US 25 North Sewer Service Extension, Berea, KY | 2007 | Original design of two 400 GPM pump stations, with subsequent modification of the original design to have a single PS capable of handling up to 1,500 GPM. | \$2,300,000 (incl. sewers and force main) |
| River Bluff and Covered Bridge WWTPs Elimination, Oldham Co., KY | 2012 | WWTP replacement and pump station rehabilitation that included construction of new 120 GPM and 180 GPM pump stations and rehabilitation and upgrade of a 400 GPM, 700 GPM, 1,000 GPM, and 1,800 GPM pump stations. | \$1,400,000 |
| ARC Swine Manure Handling Facility Improvements, Woodford Co., KY | 2009 | Design and construction administration services for improving the site and the existing receiving station, constructing a new 400,000-gallon storage tank, improving the existing storage tanks and field storage facility, replacing existing pumps, installing a new 600 GPM pump station, and improving the electrical and communication control systems. | \$1,100,000 (est.) |
| Haley Pike Landfill Closure – Leachate Pump Station Upgrade, Lexington, KY | 2010 | Involved a pump station and force main to pump landfill leachate to an equalization lagoon. The pump station is an LFUCG Class C facility, rated at 150 GPM. This project consists of structure excavation, removal of an existing valve vault, converting an existing wet well to split influent leachate flow, constructing two new wet wells, installing two 10 HP pumps, constructing a new valve vault with associated valves and fittings, relocating existing control panel and performing related electrical work (including converting an existing single-phase generator to a three-phase generator), placing 1,300 feet of 6-inch SDR 11 high-density polyethylene pipe, installing three manual air release stations, and performing related work. | \$358,816 |
| Renovate 4-H Camp – Dawson Pump Station and Force Main, Dawson Springs, KY | 2011 | Installation of 2,500 feet of 8-inch PVC sewer line, 12 new manholes, 4,500 feet of 4-inch PVC force main, sodium hypochlorite feed pumps, and a duplex pump station with two 80 GPM pumps. | \$309,584 |
| Millbrook II Pump Station Upgrade and Force Main, Cincinnati, OH | 2009 | Design replacement of an existing aging pump station with a new 0.2 MGD submersible pump station and installing 1,400 feet of 4-inch PVC force main. | \$1,300,000 |
| Hageman Street Pump Station Upgrade Design, Cincinnati, OH | 2009 | Design upgrade of an existing wastewater pumping station by constructing a new submersible pump station adjacent to the existing structure. The replacement station included an above-ground emergency generator and 480 GPM pumps at 47 feet TDH. | \$210,000 |

| Project Name, Location | Compl. Date | Services Provided / Project Description | Project Construction Cost |
|--|----------------|---|---------------------------------|
| Pepper Mill Plaza Pump Station Rehabilitation, Orange County, FL | 2010 | Two x 400 GPM — Raising of the grade elevation of the pump station slab, valve vault, and existing manhole, refurbishment of the existing wet well with a fiberglass lining system, two new 400 GPM submersible pumps and associated discharge piping, removal and replacement of approximately 1,100 feet of 6-inch force main, new SCADA and electrical facilities, and minor site improvements. | \$199,000 |
| Pump Stations Nos. 28 and 112, Toho Water Authority, FL | 2007 | 267 GPM; 1,068 GPM — Preliminary engineering, final design, permitting, bidding and construction phase services for the rehabilitation of one wet-pit/dry-pit “can” pump station and one duplex submersible station. Improvements at each station included structural rehabilitation, installation of a duplex submersible pump system, above-grade discharge piping, new controls, and SCADA interface. | \$550,000 |
| ICP Pump Stations Nos. 3461 and 3462, Orange County, FL | 2011 | 500 GPM; 1,505 GPM — Assessment of existing conditions, development and evaluation of site layout options, preliminary design, final design, permitting, bidding, and construction administration assistance. | \$2,699,650 |
| Pump Stations Nos. 3186 and 3213 Improvements, Orange County, FL | 2012 | 200 GPM; 250 GPM — These duplex pump stations were located in small easements of residential areas and included old equipment that required replacement. Evaluated wet well construction options for the new facilities with respect to cost, constructability, space requirements for maintenance, and consistency with adjacent landowners’ expectations. Final design documents were generated from the results of the preliminary evaluation. | \$350,000 (est.) |

6 Local Office

| Prime Consultant | Location (City, State) | Date Office Established | Total No. of Employees | No. of Employees Expected to Work on DWQ Projects |
|--|------------------------|-------------------------|------------------------|---|
| Headquarters | Lexington, KY* | 1999 | 32 | 12 |
| Local Office | Lexington, KY | 1999 | 32 | 12 |
| PM Location | Lexington, KY | | | |
| | | | | |
| Subconsultants | | | | |
| Hall-Harmon Engineers | <i>Surveying</i> | | | |
| Headquarters | Lexington, KY | 1994 | 7 | 5 |
| Local Office | Lexington, KY | 1994 | 7 | 5 |
| | | | | |
| Third Rock Consultants | <i>Environmental</i> | | | |
| Headquarters | Lexington, KY | 2000 | 26 | 3 |
| Local Office | Lexington, KY | 2000 | 26 | 3 |
| | | | | |
| Consulting Services Incorporated of KY | <i>Geotechnical</i> | | | |
| Headquarters | Lexington, KY | 2009 | 41 | 10 |
| Local Office | Lexington, KY | 2009 | 41 | 10 |

- * The Lexington office of Tetra Tech meets the definition of "headquarters" as defined in the RFQ (see the definition below). The Lexington office contains technical staff such as project managers, project engineers, CAD, and GIS technicians. In addition, the Lexington office contains project support staff for other offices in the region, including accounting, human resources, information technology, operations, and marketing. The corporate executive office of Tetra Tech is in Pasadena, CA; however, it provides no direct project support to the Lexington office.

Definition of Headquarters from the RFQ: "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

Estimated Percent of Work Performed in Local Offices

The estimated percent of work to be performed by staff in local offices is 90%.

7 Disadvantaged Business Enterprise Involvement

Tetra Tech understands the importance of MBE/WBE goals and is committed to providing meaningful women and minority participation at levels desired by LFUCG. Our track record on similar efforts demonstrates our commitment to, and success in, achieving or exceeding project-specific goals. For example, on our current program management contract, DBEs have performed over 30% of the work.

The following table outlines the WBEs Tetra Tech plans to use on this contract so as to meet or exceed the 10% participation goal set forth by LFUCG for this work:

| Firm | Local Address | Scope to Provide | MBE/WBE Designation |
|------------------------------|--|----------------------------------|---------------------|
| Hall-Harmon Engineers (HHE) | 1081 Dove Run Road, Suite 203 Lexington, KY | Surveying and Civil/Site Support | WBE |
| Third Rock Consultants (TRC) | 2526 Regency Road, Suite 180 Lexington, KY | Environmental | WBE |

HALL-HARMON ENGINEERS, INC.
1081 DOVE RUN ROAD - SUITE 203
LEXINGTON, KENTUCKY 40502
TEL. (859) 268-3190
FAX (859) 268-3076

November 1, 2012

Mr. Richard Walker, PE
Tetra Tech, Inc.
800 Corporate Drive, Suite 200
Lexington KY 40503

Re: LFUCG RFP #33-2012
RFQ for Professional Engineering Services

Dear Mr. Walker:

This letter is written to confirm that Hall-Harmon Engineers, Inc. (HHE) would provide surveying and engineering services as needed on the above referenced project should Tetra Tech be awarded this project.

As always, we appreciate the opportunity to be on the Tetra Tech team.

Sincerely,

HALL-HARMON ENGINEERS, INC.

Kitty Hall-Harmon
Kitty Hall-Harmon, PE, PLS
Principal Engineer



November 2, 2012

Richard Walker, PE
Tetra Tech
800 Corporate Drive, Suite 200
Lexington, KY 40503

Re: Letter of Commitment

Dear Mr. Walker:

Third Rock Consultants, LLC is committed to your team for the "RFQ for Professional Services" for the Lexington-Fayette Urban County Government.

Sincerely,

Molly Foree Davis

Molly Foree Davis, President
859-977-2000
mforee@thirdrockconsultants.com

2776 Regency Road
Lexington, Kentucky

101 North 2nd Street
Louisville, Kentucky

514 Union Street
Nashville, Tennessee

244 N. Peters Road
Knoxville, Tennessee

8 Statement of Hourly Rates

| Job Classification | Hourly Rate |
|---|-------------|
| Principal | \$195 |
| Project Manager | \$170 |
| Project Engineer (PE) | \$140 |
| Project Engineer (EIT) | \$95 |
| Engineering Technician / CAD Technician | \$115 |
| Survey Crew | \$120 |
| Clerical | \$70 |

The hourly rates are effective for 3 years following the contract date.

Following is a list of expected reimbursable expenses:

- Subcontractors: Cost plus 10%
- Mileage: Automobile: \$0.56/mile; Truck: \$0.70/mile
- Out-of-Pocket Expenses: At cost.

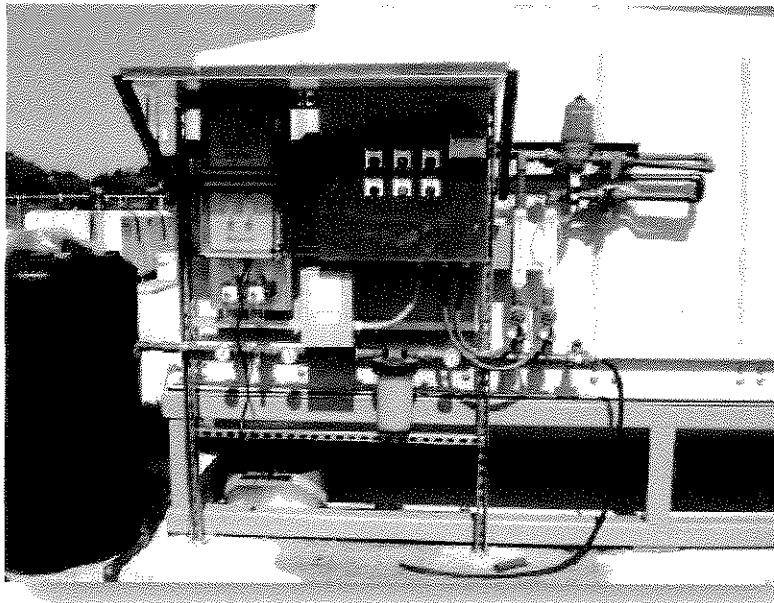


EXHIBIT D

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

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

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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

