

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Tetra Tech, Inc., 800 Corporate Drive, Suite 200, Lexington, KY 40503 (**CONSULTANT**). **OWNER** intends to proceed with the _____ as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 3, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or 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/or 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 "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 3, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit C "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 C**, and then **EXHIBIT B**.

- 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 submit three (3) copies (hard copies) 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 deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If 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 (hard copies) 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 or approvals necessary 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 C "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 Project Assignment 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 Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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 Project Assignment within forty-five (45) days of

the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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 Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.

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

5.1.1.c Each Project Assignment 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 Kentucky law, and that venue of any legal action shall only 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, 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 Planning, Preservation & Development, 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 or subconsultants of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not

limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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 Section 6.9 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 at its cost and expense 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**.

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

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

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


OWNER:

CONSULTANT:

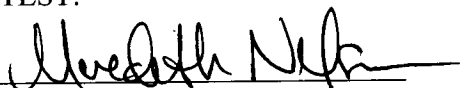
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

TETRA TECH, INC.

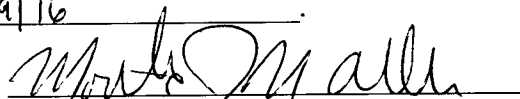
BY: 
JIM GRAY, MAYOR

BY: 
RICHARD W. WALKER, P.E.
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 Walker, as the duly authorized representative for and on behalf
of Tetra Tech, on this the 24 day of July, 2014.
My commission expires: 11/9/16.


NOTARY PUBLIC 10457846



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications 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 **March 21, 2014**.

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 #13-2014 Request for Qualifications for Professional Engineering Services

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

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

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

PRE-PROPOSAL MEETING AND QUESTIONS: A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4th Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12th, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, 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.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. **Overall Expertise of the Firm.** (15 points total)
Include at least 3 similar projects
2. **Overall Expertise of the Team members.** (25 points total)
Include at least 2 similar projects in the last 5 years
3. **Past Performance in the service category.** (25 points total)
Based on work for LFUCG and/or referenced clients.
4. **Project Manager Qualifications.** (15 points total)
Include at least 3 similar projects in the last 5 years
5. **Office status and location of employees.** (20 points total)
5.0 points - Prime has Fayette Co. HQ:
4.5 points - Prime has "local" HQ:
4.0 points - Prime has non-local Kentucky HQ:
3.5 points - Prime has non-local KY office:
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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

Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

or submitted to the website at <https://lfucg.economicengine.com>

The Deadline for Questions is Thursday, March 12th, 2014 at 2:00 pm local time.

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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 _____, 2013.

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**

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

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments 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) 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 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.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the 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 that has been certified as being 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
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@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	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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	Bid Package / Bid Date

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

(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 MWDBE 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 # _____

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 # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

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

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

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

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

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

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

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

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

RFP #13-2014 Request for Qualifications for Professional Engineering Services

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

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

- a. "CONTRACTOR" means the contractor 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, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR 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 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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 contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
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 Products and Completed Operations endorsement or Premises and Operations 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) 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.

- 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, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

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

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Request for Qualifications (RFQ) for Professional Engineering Services

1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications 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 (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above 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 Pre-qualifications 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. Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

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 Division of Engineering (DOE) 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 DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE 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 Project Assignment, If DOE 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, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE 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, but 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 Project Assignment 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 Project Assignments, and adherence to project budget and schedule. 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 Project Assignments based on performance.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. 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.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), 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 DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may 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.).
- Preparation of 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 project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

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/as-builts in hard copy and electronic formats, as directed by the DOE.
- 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
- Provide as-built drawings

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 structured as follows:

Section

1. Letter of Transmittal (**one page maximum**)
 - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
2. Firm Qualifications (**two pages maximum**)
 - Provide an executive summary explaining why the firm should be selected to provide services for DOE 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 sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.

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 Projects Within the Desired Category (**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).

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 Pre-qualifications 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 proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category ⁽¹⁾	15 points
Overall expertise of the Team members in service category ⁽¹⁾	25 points
Past performance in the service category ⁽²⁾	25 points
Project Manager Qualifications ⁽³⁾	15 points
Office status and location of employees ⁽⁴⁾	20 points
TOTAL:	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 infrastructure 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.

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 DOE 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 DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Consultant Name:					
Project Category:					
Selection Criteria	Notes	Score (1-5)	Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Overall expertise of the firm	Acceptable: at least 3 similar projects:			15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:			25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:			25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:			15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:				
	4.5 - Prime has "local" HQ:				
	4.0 - Prime has non-local Kentucky HQ:				
	3.5 - Prime has non-local KY office:				
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			20	
Final Technical Score				100	

Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Affidavit _____

Affirmative Action Plan _____

EEO Agreement _____

Workforce Analysis _____

Insurance _____

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
FAILS TO MEET MINIMUM REQUIREMENTS; MAJOR DEFICIENCIES WHICH ARE NOT CORRECTABLE	Unacceptable	1	0.2
FAILS TO MEET REQUIREMENTS, SIGNIFICANT DEFICIENCIES THAT MAY BE CORRECTABLE	Poor	2	0.4
MEETS REQUIREMENTS; ONLY MINOR DEFICIENCIES WHICH CAN BE CLARIFIED	Acceptable	3	0.6
MEETS REQUIREMENTS AND EXCEEDS SOME REQUIREMENTS; NO DEFICIENCIES	Good	4	0.8
EXCEEDS MOST, IF NOT ALL REQUIREMENTS; NO DEFICIENCIES	Excellent	5	1.0



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Paragraph two on page one should read as follows and agree with the date on the website:

"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 **March 26, 2014.**"

Paragraph one on page two should read as follows:

Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12th, 2014 at 2:00 PM local time.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: **#13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- Sign in sheets from March 10th, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services
 March 10th, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG - Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233.2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PARSEN@thelensoc.com
Laura Mize	Lockner	224-4476	LMIZE@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6677	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavulich	BFMJ Structural Eng	859-278-5050	n.pavulich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anslie	L.F. Legregg	859-252-7558	janslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	waltbowman@twc.com

Questions for RFP #13-2014

Is it possible to expand somewhat on what each contract will entail. For example, contract 2 could be construed to merely entail negotiation and acquisition of properties which would not require professional engineering services. It could also be construed to require Professional surveying services. Please expand if possible.

ANSWER: At this point, the Contract descriptions must be general and fairly broad. But as an individual project is brought forward, a more detailed scope of required services will be developed for that project.

Is the proposal to be submitted as a single proposal or individual proposals for each contract?

ANSWER: The responses shall be a single proposal with a section for each Contract being responded to by the vendor, and clearly titled as a response to the Contract number, 1 through 8. Vendors may respond to one, some, or all Contract 1 through 8.

A listing acknowledging which of the Contract numbers the vendor's response contains shall be listed in the Table of Contents of the Vendor's Response.

If the SOQ is to be submitted as a single SOQ, should submit resumes in one tab/section for all the SOQ's or submit resumes for each individual Contract with the section covering that Contract.

ANSWER: If the vendor response contains sections for more than one of the Contracts number 1 through 8, they need to only include one set of resumes. The response for each individual Contract shall contain an organizational chart showing the individuals involved in that particular Contract response, and whose resume is included in the resume section of the total Response.

During the pre-proposal meeting, it was mentioned that regardless of the number of contracts you were requesting prequalification on, one document was to be submitted for all. Section 4 (page 4) of the RFQ states that each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Are we to submit 1 document (with 1 master hardcopy, 7 duplicates and 1 electronic version) including information on all contracts prequalification is being requested on or are we to submit individual documents (with 1 master hardcopy, 7 duplicates and 1 electronic version) for each contract we are requesting prequalification on?

ANSWER: ONE document with sections for each contract you are responding to, with them listed in the Table of Contents. (see above)

If 1 document is to be submitted for all contracts prequalification is being requested on, are the page limits for contract specific information then multiplied by the number of contracts? For example, if we plan on submitting on 3 contracts, are we then allowed 3 pages for list of clients for which similar work has been performed in order to discuss 3 contracts or is it still a limit of 1 page? Does the same apply for qualifications for the specific type of contract, project team and list of similar projects?

ANSWER: It is still a limit of 1 page per contract response, and the same applies for qualifications, you may list the team on each section you're responding to, but you only need to submit the resumes once. (see above)

-
1. What forms are actually required for this qualifications package? Specifically:
 - a. If our firm meets the DBE goal with our subconsultant partner(s), are we still required to fill out the Good Faith Efforts form?
 - b. Are the MWDBE substitution, MWDBE quote summary form, or subcontractor monthly payment report needed for this proposal or are they documents that would be used once under contract/letter agreement? Please confirm whether these forms should be included with our qualifications package.

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

2. Do the one-page resumes count against the 6-page count in section 3 Project Team? May we include these resumes as an appendix?

ANSWER: If the organizational chart varies between Contracts, provide individual charts with each Contract section. The Project Team Section (No. 3) should be held to 6 pages maximum.

3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

ANSWER: Re: Page 35: There are a total of EIGHT contracts being solicited in this RFQ.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

4. Is there a maximum letter agreement/assignment amount for projects released under this contract? In other words, is it possible that LFUCG will need to advertise some projects separately from these contracts that exceed a certain dollar amount?

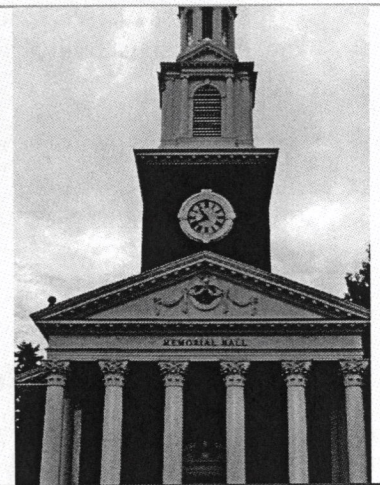
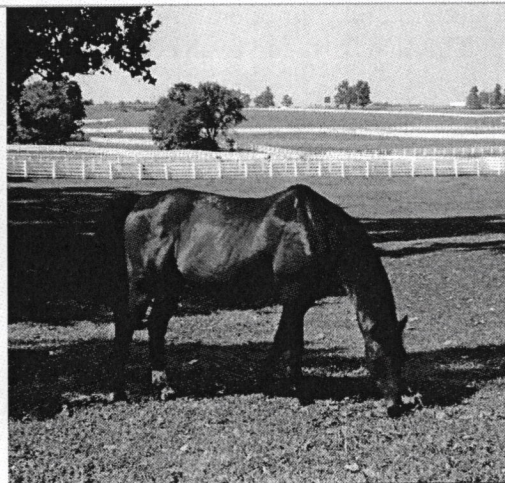
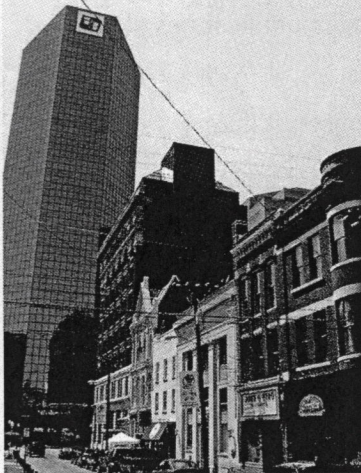
ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case of a very small project with an anticipated small consulting fee (for instance say less than \$20,000), LFUCG reserves the right to simply offer the work to the firm at the top of the list rather than ask three firms to expend inordinate resources in working up bids.

Lexington Fayette Urban
County Government



Statement of Qualifications for Professional Engineering Services

Contract #3: Construction Drawings Review for DOE Manual Compliance




TETRA TECH

March 26, 2014

Ms. Theresa Maynard – Buyer Senior
 LFUCG
 Division of Central Purchasing
 Room 338, Government Center
 200 East Main Street
 Lexington, KY 40507

Point of Contact

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 #13-2014)
Request for Qualifications for Professional Engineering Services
Contract #3 – Construction Drawings Review for DOE Manual Compliance

Dear Selection Committee Member:

I have been working with the Division of Engineering (DOE) on the Engineering Manuals for over 15 years. I was the project manager for developing the manuals that were adopted in 2001, and I have assisted the staff with updating the manuals in 2005, 2009, and 2011. In addition, we have engineers with specialized experience in designing and reviewing construction drawings of sanitary sewers, stormwater management facilities, structures, and roadways.

Over the last 6 years we have served as your Stormwater Program Manager for the Consent Decree. We have developed checklists for reviewing construction drawings and we frequently meet with DOE staff to review new development stormwater management plans for compliance with the Stormwater Manual. In January of 2014, we assisted DOE staff with implementing a new method of submitting plans that requires private sector engineers to submit an Executive Summary for new development and re-development stormwater management plans. This has streamlined the plan review process and provided consistent documentation of the data needed to assess compliance with the Stormwater Manual.

As a result of the above experience, we have an in-depth understanding of the technical requirements in the DOE Engineering Manuals. In addition, 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.

We anticipate that 95% of the work will be done by staff 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 this project.

Sincerely,

Richard W. Walker, P.E., CFM
 Vice President, Tetra Tech

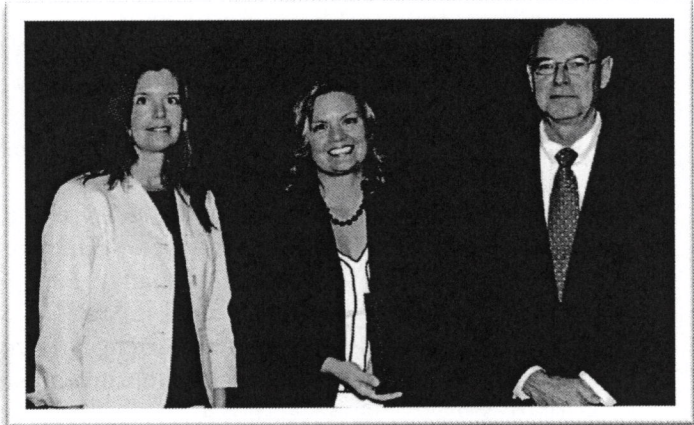
Tetra Tech Inc.
 800 Corporate Drive, Suite 200, Lexington, KY 40503
 Tel (859) 223-8000 Fax (859) 224-1025 www.tetrattech.com

2 Firm Qualifications (Executive Summary)

This **executive summary** highlights RFQ selection criteria and demonstrates why LFUCG should select Tetra Tech to provide engineering services for construction drawings review for DOE manual compliance.

Overall Expertise of Tetra Tech

Tetra Tech is a full-service engineering and science firm based in North America with 350 offices and 14,000 employees worldwide, and is ranked by *Engineering News-Record* as the #1 provider of water, solid waste, and environmental management services in the U.S. Tetra Tech's local office in Lexington provides engineering services for stormwater, water, and wastewater facilities; landfills; regulatory compliance; and program management. **Tetra Tech was selected as the 2013 Consultant of the Year by the KY Chapter of the American Public Works Association (see photo).**



The list of projects in Section 5 demonstrates our expertise with the DOE Manuals and construction drawings. The following three projects demonstrate our specialized experience for LFUCG:

LFUCG Division of Engineering (DOE) Manuals, 2001-Present

Richard Walker was the project manager for development of the DOE Engineering Manuals in 2001 and worked with staff to update the manuals in 2005, 2009, and 2011. This involved developing design criteria, construction specifications, and plan submittal requirements.

Stormwater Program Manager for Lexington's EPA Consent Decree, 2008-Present

Tetra Tech has served as LFUCG's stormwater program manager for the EPA Consent Decree since 2008. We work closely with staff to meet the reporting, inspection, and training requirements for controlling pollution from construction sites, industrial facilities, new development, and municipal facilities. We conduct an annual workshop with the construction industry that is routinely attended by over 100 people, and we assist staff with conducting a workshop with approximately 20 industries. We are currently working with staff to update two of the City's technical manuals – the Procedures Manual for Infrastructure Development and the Stormwater Manual. Finally, we are responsible for the quality control of all sanitary sewer and stormwater reports that are submitted to USEPA and the Commonwealth of Kentucky.

Sugarmill / Vaughn's Branch Flood Mitigation, LFUCG, 2010

Tetra Tech prepared design documents for installation of four concrete clear span structures with wing walls, construction of a detention basin requiring 25,000 CY of excavation, 1100 feet of sewer pipe, and ten manholes.

Overall Expertise of the Team Members

Our project team is well qualified to conduct construction drawings review for compliance with the DOE manuals. The resumes for our key staff are included in Section 3. A brief summary follows:



Tetra Tech Rankings

- 1 Water**

- 1 Environmental Management**

- 1 Solid Waste**

- 1 Wind Power**

- 2 Environmental Science**

- 3 Sanitary/Storm Sewers**

- 4 Hazardous Waste**

- 8 Design Firms**

07/23/13

Richard Walker, P.E., will be the project manager and has an in-depth knowledge of the DOE Engineering Manuals. He has 30 years of experience in municipal engineering and is a Certified Floodplain Manager. He was project manager for the development of the original Engineering Manuals in 2001 and the updates in 2005, 2009, and 2011. He is the primary author of the Stormwater Manual and is currently working with DOE staff on updating the manual.

Herb Lemaster, P.E., has 23 years of experience with a diverse background in general civil engineering, including substantial experience in QA/QC review of design drawings for sanitary sewers, storm sewers, geotechnical, and roadways. His experience on Lexington projects has given him a working knowledge of the Stormwater, Sanitary Sewer, Roadway, and Geotechnical Manuals.

Jennifer Cary, P.E., has 20 years of experience and is the project engineer for LFUCG's stormwater program management. She has a long history of working with LFUCG staff on stormwater issues and is familiar with the requirements of the Stormwater Manual.

Chris Diehl, P.E., has 13 years of experience in hydrology and hydraulics and has an in-depth knowledge of stormwater modeling. He has worked on several stormwater projects in Lexington.

Mark Ralph, P.E., has 22 years of experience in the design and QA/QC review of sanitary sewer design projects.

Chris Coleman, P.E., has 22 years of experience as a structural engineer with diverse experience in municipal projects.

Past Performance

Section 5 lists the projects that the project team has completed for LFUCG and other government clients. The projects include the development of construction drawings for stormwater facilities, sanitary sewers, structures, and roadways.

Project Manager Qualifications

Richard Walker will be the project manager. Richard has 30 years of experience in engineering and is located in the Lexington office. His experience includes the following:

- Project manager for developing the original Engineering Manuals in 2001 and updating the manuals in 2005, 2009, and 2011,
- Program manager for the Stormwater Consent Decree for LFUCG,
- Primary author of LFUCG's Stormwater Manual,
- Project manager for development of the LFUCG Low Impact Development Guidelines,
- Principal-in-charge of the Sugarmill/Vaughn's Branch flood mitigation project and the LFUCG Walhampton Stormwater Improvements.

Office Status and Location of Employees

Richard Walker, the project manager, is in the Lexington office, along with the project engineers who will do 95% 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.

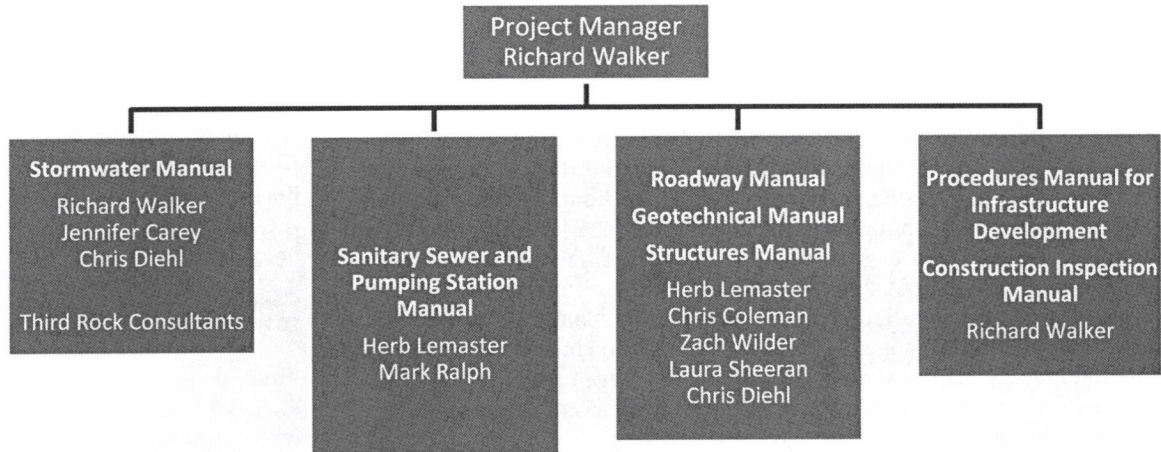
Subconsultants

Third Rock Consultants is on our team to review plans involving stream impacts and federal 404 permitting.

Subconsultant	Services Provided	Firm Headquarters	No. of Employees
Third Rock Consultants	Review of plans involving streams	Lexington	26

3 Project Team—DOE Manual Compliance

Construction Drawings Review for DOE Manual Compliance



Project Team

Richard Walker, P.E., CFM, will be the project manager and has an in-depth knowledge of the DOE Engineering Manuals. He was project manager for the development of the original manuals in 2001 and the updates in 2005, 2009, and 2011. He is the primary author of the Stormwater Manual and is currently working with DOE staff on updating the Stormwater Manual and Procedures Manual. In addition, he is LFUCG's stormwater program manager for the EPA Consent Decree.

Herb Lemaster, P.E., has a diverse background in general civil engineering, including substantial experience in QA/QC review of design drawings for sanitary sewers, storm sewers, geotechnical, and roadways. His experience on Lexington projects has given him a working knowledge of the Stormwater, Sanitary Sewer, Roadway, and Geotechnical Manuals.

Jennifer Carey, P.E., is the project engineer for LFUCG's stormwater program management. She has a long history of working with LFUCG staff on stormwater issues and is familiar with the requirements of the Stormwater Manual.

Chris Diehl, P.E., has substantial experience in hydrology and hydraulics and in in-depth knowledge of stormwater modeling. He has worked on several stormwater projects in Lexington.

Mark Ralph, P.E., is a senior engineer with substantial experience in QA/QC review of sanitary sewer design projects, including pump stations.

Chris Coleman, P.E., is a senior structural engineer with diverse experience in municipal projects and QA/QC review of structural design drawings.

Third Rock Consultants — Third Rock Consultants is a woman-owned environmental consulting firm with specialized experience in 404 permitting and stream mitigation.

Following are resumes of the key staff for Tetra Tech.



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

Mr. Walker has extensive experience in civil and water resources engineering. His projects have included program management for consent decrees, floodplain analyses, watershed master plans, stormwater utilities, and stormwater Phase I and Phase II permit implementation.

EXPERIENCE

Engineering Manuals for New Development, Lexington, Kentucky, 2001-Present — Mr. Walker was the project manager for the development of the engineering manuals for the Lexington-Fayette Urban County Government in 2001. The work included obtaining input from elected officials, government agencies (planning, law, and engineering), developers, citizen groups, and the engineering community. Mr. Walker coordinated the work of four consultants who wrote the Roadway, Geotechnical, Structures, Sanitary Sewer, and Construction Inspection manuals. Mr. Walker was the primary author of the Procedures Manual, which describes the role of the Developer, Engineer, and the government in the development process, beginning with the submission of construction plans and extending through home building.

USEPA Consent Decree Assistance, Lexington, Kentucky, Ongoing — 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.

Stormwater Manual, Lexington, Kentucky, 2001-Present—Mr. Walker was the primary author of the Stormwater Manual. The manual contains requirements for stormwater management, floodplain management, stream buffers, flood control, and water quality. Options for controlling stormwater runoff from new development include bioretention systems, swales, infiltration basins, and detention ponds.

Stormwater Utility and Master Drainage Plan, Hopkinsville, Kentucky, 2007—Mr. Walker prepared a stormwater master drainage plan for the city in 2007 that identified projects to address river flooding and surface drainage problems with a total construction cost of approximately \$22M. In addition, he helped the city implement a stormwater utility to generate approximately \$1M in annual revenues.

Kentucky BMP Planning and Specifications Manual, 2006—Mr. Walker was co-author of the manual entitled *KY Best Management Practices (BMPs) for Controlling Erosion, Sediment, and Pollutant Runoff from Construction Sites*. The Manual includes sections on regulatory considerations; guidance for developing a BMP Plan; and technical specifications for site preparation, soil stabilization, slope protection, drainage system controls, sediment basins, stream and wetland protection, and good housekeeping.

Detention Basin Survey and Evaluation, Lexington, Kentucky, 2001—Mr. Walker evaluated approximately 50 detention ponds and permanent pool retention ponds in Fayette County. The project involved reviewing the plat of each basin, conducting a field investigation, identifying maintenance problems, and preparing a cost estimate to repair them. He then helped the government develop a comprehensive maintenance program for basins that involved a cooperative arrangement between the government and the owner of the basin.

Education:

Master of Civil Engineering
(Water Resources), University of
Kentucky, 1989

B.S. Agricultural Engineering,
University of Kentucky, 1982

Registrations/Certifications:

Professional Engineer,
Kentucky, 1988, No. 15345

Professional Engineer, Ohio,
2013, No. 77599

Certified Floodplain Manager,
2011

Professional Affiliations:

Kentucky Society of
Professional Engineers

Office:

Lexington, Kentucky

Years of Experience:

30 (Since 1983)

Years with Tetra Tech:

22 (Since 1991)



Herbert R. Lemaster, P.E.
Project Manager

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

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

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

EXPERIENCE

Walhampton Stormwater Improvements, Lexington, Kentucky, 2013-2014 - Project Manager for storm sewer replacement and detention basin design to reduce flooding in the Walhampton subdivision.

University of Kentucky (UK) Western KY 4-H Camp Pump Station and Force Main, Hopkins County, Kentucky, 2010-2011 - Project Manager and Senior Engineer on this design and construction administration services project. The project includes approximately 4,500 feet of 4-inch force main, 2,500 feet of 8-inch gravity sewer, and a pump station with dual 20 HP pumps that will be installed to eliminate two existing package treatment plants and pump the wastewater to a municipal system.

US 25 North Sewer System Expansion - Berea, KY, 2007-2008 - Mr. Lemaster was the Project Manager and Design Engineer on the design and construction of this sewer system expansion. The major components of this project included approximately 7,890 feet of 8-, 10-, 12-, and 15-inch gravity sewer; 9,010 feet of 10-inch force main; and 9,010 feet of 12-inch force main.

Blue Grass Airport, Taxiway "D" Expansion, 2008-2009 - Project manager and Senior Engineer on design and construction services to provide additional ramp area for the anticipated five to ten times the number of itinerant aircraft parking requirements during the 2010 Alltech FEI World Equestrian Games. Project components included: coordination/relocation of existing airport tenants, demolition of four hangars, utilities relocation, demolition of 56,500 square yards (SY) of pavement, and construction of approximately 69,000 SY of taxiway and ramp pavement. Project budget was approximately \$10 million, assisting in design and construction administration.

Richmond Landfill Leachate Force Main, Commonwealth of Kentucky Finance and Administration Cabinet, Madison County, Kentucky, 2010 - Senior Engineer on this design and construction administration services project. The major components of this project included approximately 27,000 feet of 6-inch force installed by directional drilling and open cut, a chemical feed building and potassium permanganate feed system, and a pump station with dual 50 HP pumps that were installed to eliminate the bulk truck hauling of leachate through local neighborhoods and pump the wastewater to a municipal treatment system.

Education:

M.S., Civil Engineering
(Environmental), University of
Kentucky, 1992

B.S., Civil Engineering,
University of Kentucky, 1990

Associate of Science,
Prestonsburg Community
College, 1988

Registrations/Certifications:

Professional Engineer,
Kentucky, 1996, No. 19309
Ohio, 2012, No. 77200

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

Troxler Nuclear Gauge
Certification No. 093841

Professional Affiliations:

Member, National Society of
Professional Engineers

Member, Kentucky Society of
Professional Engineers

Office:

Lexington, Kentucky

Years of Experience:

Twenty-Three (Since 1990)

Years with Tetra Tech:

Twenty-One (Since 1992)



TETRA TECH

Jennifer Carey, P.E.
Water Resources Engineer

Ms. Carey's expertise is in stormwater and surface water quality and management. She has extensive experience with water-related permits and permitting entities, including NPDES/KPDES permitting, the U.S. Army Corps of Engineers 404 permitting, and the Kentucky Division of Water's Floodplain Branch and Water Quality Certification Section permits. She has conducted surface water hydrologic and hydraulic modeling using HEC-1, HEC-HMS, HEC-2, HEC-RAS, and SWMM. Ms. Carey has also worked on natural channel design projects and streambank stabilization projects.

EXPERIENCE

EPA Consent Decree, Program Management, Lexington, Kentucky, 2008-present – Ms. Carey is providing program management services to the Lexington-Fayette Urban County Government for the implementation of their Consent Decree that addresses sanitary sewer and stormwater violations of the Clean Water Act. Tetra Tech is responsible for QA/QC of all required deliverables and for ensuring they are submitted to EPA and KY EEC ahead of schedule. Ms. Carey is working closely with LFUCG Division of Water Quality staff to implement the Stormwater Quality Management Program (SWQMP) that is part of the Consent Decree and KPDES MS4 Permit. Included in the implementation of the SWQMP is developing the programs related to 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. Ms. Carey is responsible for compiling all quarterly reports and annual reports required by the Consent Decree and MS4 Permit.

Expansion Area 2 (EA2) Stormwater Master Plan, Lexington-Fayette Urban County Government, Lexington, Kentucky, 1997-2003 – Tetra Tech developed a stormwater master plan for 3,000 acres of land slated for new development, called the Expansion Area, in Fayette County. Ms. Carey completed floodplain modeling of the watersheds in EA2 using HEC-2 and she supported the implementation of the stormwater master plan by updating and analyzing different scenarios using the SWMM models built by Tetra Tech.

FEMA Conditional Letter of Map Revision (CLOMR), Lexington-Fayette County Urban County Government, Lexington, Kentucky, 2005 - 2006 – As part of an application to obtain FEMA funding for a flood mitigation project in the Vaughn's Branch watershed in Lexington, Kentucky, Ms. Carey prepared a FEMA CLOMR application. This application included hydrologic and hydraulic modeling using Visual HEC-1 and HEC-RAS and the preparation of new mapping using HEC-GeoRAS.

FEMA Floodplain Map Revision, Lexmark, Lexington, Kentucky, 1999 - 2003 – As a result of a major facilities expansion at this large industrial site, Ms. Carey obtained stream construction permits for a new R&D building, a pedestrian/utility bridge, and a new roadway that were located along a tributary of Cane Run Creek. Ms. Carey also prepared a FEMA Letter of Map Revision application that included developing a hydrologic and hydraulic model for the site using Visual HEC-1 and HEC-RAS, conducting a floodplain analysis, and obtaining necessary approvals from state and local government.

Lexmark Childcare Building, Lexington, Kentucky, 2013 – Ms. Carey was the project engineer for the design of stormwater controls for a new building on the Lexmark property for compliance with the LFUCG Stormwater Manual.

Education:

M.S., Civil Engineering,
University of Kentucky, 1998

B.S., Civil Engineering,
University of Kentucky, 1996

B.A., Biology, Transylvania
University, 1994

Registrations/Certifications:

Professional Engineer
Kentucky, 2001, No. 21743

Professional Affiliations:

Member, Kentucky Society of
Professional Engineers

Member, National Society of
Professional Engineers

Office:

Lexington, Kentucky

Years of Experience:

20 (Since 1991)

Years with Tetra Tech:

20 (Since 1991)



Christopher Thomas Diehl, PE
Civil Engineer

Mr. Diehl has worked on sanitary sewer rehabilitation projects, hydrologic/hydraulic modeling projects and civil site design projects. He has experience in data collection, site inspection, data analysis, pipe system capacity analysis, modeling sewer systems and open channels, sanitary sewer design, water line design, roadway, and grading design. He is experienced in using hydrologic/hydraulic modeling software and GIS software, including HEC-HMS, HEC-RAS, HEC-GeoRAS, XP-SWMM, InfoSWMM, InfoWorks, AutoCAD Civil 3D, and ArcGIS. He has experience in floodplain and floodway modeling, mapping, and permitting projects around Kentucky and southern Indiana.

EXPERIENCE

Danby Corners Federal Emergency Management Agency Letter of Map Revision, Lexington Fayette Urban County Government, Lexington, Kentucky, 2010 - This project consisted of performing a detailed flood study of the unnamed tributary of the I-75 Tributary. The primary objective of this project was to develop a more accurate delineation of the 100-year floodplain within the Danby Corners subdivision located in the City of Lexington. An LOMR application was prepared and submitted to FEMA based on updated hydrology, hydraulics, and topology. Bentley's Pond Pack Version 10.0 was used to perform hydrologic computations and HEC-RAS Version 3.1.2 was used to perform hydraulic computations.

Vaughn's Branch, Lexington-Fayette Urban County Government, Lexington, Kentucky, 2010 - The main purpose of this project was to reduce the amount of flooding that occurred along Vaughn's Branch by constructing a detention basin, widening existing culverts, and removing sedimentation and debris from the stream. This project consisted of producing the pre- and post-project conditions hydraulic model to show the overall flood reduction along the urban blue-line stream. The hydraulic modeling was performed using HEC-RAS Version 3.1.2.

Walhampton Stormwater Improvements, Lexington-Fayette Urban County Government, 2013 - Conducted the hydrologic and hydraulic modeling necessary to design the stormwater improvements, including a detention basin and larger storm sewers.

Bryant Tributary, Lexington-Fayette Urban County Government, Lexington, Kentucky, 2006 - This project consisted of completing a detailed hydrologic and hydraulic models and creating a Digital Flood Insurance Rate Map of the Bryant Tributary located in Lexington. A detailed study was performed using HEC-RAS and XP-SWMM software in accordance with the specifications outlined in Federal Emergency Management Agency's Map Modernization program.

Oldham County Economic Development Authority (OCEDA) Economic Development Campus Floodplain Analysis, LaGrange, Kentucky, 2007 - This project consisted of creating a hydrologic/hydraulic model of the blue line stream on the approximately 1,000 acre site and a digital floodplain map using HEC-RAS V3.1.2 along with HEC-GeoRAS. This model was then used to determine the 100-year Base Flood Elevation (BFE) and the extent of the 100-year floodplain. The results of the model were used as supporting data for the Low Impact Development (LID) Stormwater Management Report produced by Tetra Tech.

Education:

M.Eng., Civil Engineering,
University of Louisville, 2004

B.S., Civil Engineering,
University of Louisville Speed
Scientific School, Louisville,
2003

Basic Good Laboratory
Practices Training, 2005

Atrazine Eco-Monitoring
Sampler Training, 2005

Erosion Control Plan
Development Process Training,
2005

InfoWorks Modeling Training,
2006

Registrations/Certifications:

Professional Engineer (Civil),
Kentucky, 2008, No. 26089

NASSCO PACP and MACP
Certification Number: U-210-
10180

Professional Affiliations:

Member, Kentucky Society of
Professional Engineers

Office:

Louisville, Kentucky

Years of Experience:

Since 2001

Years with Tetra Tech:

Since 2003

MARK RALPH, P.E., LEXINGTON—Mr. Ralph's 22 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. His recent 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.
- **Columbia Parkway Sewer Separation and Ardmore Avenue Sewer Replacement, Cincinnati MSD**—Installation of 2,050 LF of 36-inch and 42-inch storm drains, 2,200 LF of 30-, 36-, and 42-inch combined sewer, and 1,000 LF of 30-inch sanitary sewer using jack-and-bore and open-cut construction.
- **Covered Bridge WWTP 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.

CHRIS COLEMAN, P.E., LOUISVILLE—Mr. Coleman is a senior structural engineer 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. His recent projects include:

- **Lexington Arts and Science Center, Lexington, Kentucky, 2013 to present** – Engineer of Record for a building renovation and 11,000 square foot addition to the historic Kinkead Mansion. The renovation included removal of load bearing walls. The addition is a two story steel framed structure that includes a planetarium.
- **Detroit and Parkside Sanitary Sewer Overflow (SSO) Elimination, Toledo, Ohio, 2010 to 2012** – Structural engineer for a 3.4 MG and 8 MG in-ground reinforced concrete storage basin and associated pump stations that were constructed to eliminate sanitary sewer overflows.
- **Muhammad Ali Floodwall Investigation Project, Louisville, Kentucky, 2011** – Project Manager and Design Engineer for the analysis and investigation of a temporary floodgate foundation and wall system. The floodgate foundation was found to be in violation of current USACE standards. Project included the development of remediation options and a final design for bringing the structure into compliance with the current standards.

Support Staff

LAURA SHEERAN, EIT, LEXINGTON — Ms. Sheeran joined Tetra Tech in May 2013. Her skills include: RAM Structural System, STAAD.pro, AutoCAD, RAM Elements, C++, ArcGIS, Microsoft Office (Word, PowerPoint, and Excel). Her course work included: dynamics of structures, prestressed concrete, design of structural systems, slab & folded plate structures, advanced steel design, advanced structural analysis (matrix structural analysis), advanced reinforced concrete theory, intermediate structural analysis, reinforced concrete structures, steel structures, soils mechanics, control of construction projects, hydrology, construction health and safety, and construction project management.

ZACH WILDER, EIT, LEXINGTON — Mr. Wilder has experience in applications ranging from geotechnical engineering to water resources to GIS mapping. His projects include both design and field work, such as slope stability analyses using REAME2012 on compacted earth and landfill cover slopes; seismic analyses using SHAKE2000 to attain seismic accelerations from specified earthquake scenarios for use in slope stability analyses; analyses of Gabion wall earth retaining structure using GawacWin; and GIS-mapped identification of major stormwater outfalls in the Lexington Urban Service Area.

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
<p>Brad Frazier, P.E. LFUCG Director of the Division of Engineering 859-258-3410 bfrzier@lexingtonky.gov</p> <p>Charlie Martin, P.E. LFUCG Director of the Division of Water Quality 859-425-2400 chmartin@lexingtonky.gov</p> <p>Susan Plueger, P.E. LFUCG Director of the Division of Environmental Policy 859-425-2482 splueger@lexingtonky.gov</p> <p>Gregory S. Lubeck, P.E., CFM Stormwater Section Manager LFUCG Division of Water Quality (859) 258-3446 glubeck@lexingtonky.gov</p>	<ul style="list-style-type: none"> • Sugarmill/Vaughn's Branch Flood Mitigation • Walhampton Stormwater Improvements • Danby Corners FEMA Letter of Map Revision • Southland Drive Drainage Study • Program Manager for the Stormwater Consent Decree and MS4 Permit Compliance • Stormwater Manual • Expansion Area 2 Stormwater Master Plan • Stormwater Quality Management Program • North Elkhorn Hydrologic Model • Low Impact Development Guidelines • Detention Basin Maintenance Program • Engineering Manuals
<p>Mark Day, P.E. Deputy Director of Engineering and Maintenance Blue Grass Airport (859) 425-3152 mday@bluegrassairport.com</p>	<ul style="list-style-type: none"> • Blue Grass Airport – Taxiway D, Phase 1 – Stormwater Management Facilities • Blue Grass Airport – Taxiway D, Phase 2 – Stormwater Management Facilities
<p>Mr. Steve Bourne Hopkinsville Surface and Stormwater Utility (270) 887-4285 sbourne@comdev-services.com</p>	<ul style="list-style-type: none"> • Stormwater Master Drainage Plan • Edwards Mill Peak Flow Control Structure
<p>Ron Gruzesky, Director KY Division of Waste Management (502) 564-6716 ron.gruzesky@ky.gov</p>	<ul style="list-style-type: none"> • Raven Run Landfill Closure and Stormwater Facilities • Billy Glover Dump Site and Stormwater Facilities

5 List of Similar Projects

The following projects are ones worked on by the staff listed on the enclosed organization chart.

Project Name, Location	Completion Date	Services Provided / Project Description	Project Construction Cost
Updates to the Engineering Manuals in 2005, 2009, and 2011	Ongoing	Worked with DOE and DWQ staff to develop new technical standards, make text changes to the manuals, obtain stakeholder input, and publish the new documents.	N/A
EPA Consent Decree and MS4 Permit Compliance, LFUCG	Ongoing	Technical support to LFUCG staff, including review of stormwater management plans to assess compliance with the DOE Engineering Manuals. Assisted staff with developing the LID Guidelines. Currently developing a list of proposed changes to the Stormwater Manual.	N/A
Stormwater Low Impact Development Guidelines, LFUCG	2012	Assisted LFUCG Division of Water Quality staff with developing the technical manual.	N/A
Walhampton Stormwater Improvements, LFUCG	2013	Under contract to LFUCG, developed preliminary design documents for storm sewer replacement and a detention basin to reduce flooding in the Walhampton subdivision.	\$800,000
Danby Corners FEMA Letter of Map Revision (LOMR), LFUCG	2011	Conducted hydrologic (HEC-HMS) and hydraulic (HECRAS) modeling of the stormwater drainage system in the Danby Corners subdivision and submitted an application to FEMA for obtaining a Letter of Map Revision.	N/A
Sugarmill / Vaughn's Branch Flood Mitigation, LFUCG	2010	Design documents for demolition of four existing storm culverts, installation of four concrete clear span structures with wing walls, construction of a detention basin requiring 25,000 CY of excavation, replacing 630 feet of 8-inch sewer pipe, replacing 590 feet of 24-inch sewer pipe, and installing ten new manholes.	\$1,554,006
Taxiway "D" Relocation, Bluegras Airport, Lexington, KY	2010	Design documents for installation of storm and sanitary facilities as part of a larger sitework project.	\$700,000
Lexmark Childcare Center, Lexington, KY	2012	Design of stormwater controls for a new building on the Lexmark property.	Unknown
Harrods Creek Interceptor and Force Mains, Louisville MSD	2014	Design documents for 8,800 LF of 30-inch force main and 8,600 LF of 24-42-inch sanitary sewer to depths of 30 feet.	\$7,000,000 (est.)
Ardmore Avenue Sewer Replacement, Cincinnati, OH	2012	Design documents for the replacement of 1,000 LF of 30-inch sanitary sewer, 800 LF jack and bore, and 200 LF open cut.	\$1,860,000 (est.)

Project Name, Location	Completion Date	Services Provided / Project Description	Project Construction Cost
Juniper Hills Sanitary Sewer Rehabilitation, Frankfort, KY	2012	Design documents for Rehabilitation & Replacement of 1,100 LF 8-inch sanitary sewer and installation of 2,900 LF cured-in-place (CIPP) 8-inch sanitary sewer.	\$416,000
Covered Bridge WWTP Elimination, Oldham County, KY	2012	Design documents for 5,180 LF of 12-inch, 2,210 LF of 8-inch, and 2,270 LF of 6-inch PVC C900 force main.	\$500,000
Columbia Parkway Sewer Separation, Cincinnati, OH	2011	Design documents for sewer replacement and rehabilitation, including lining 2,200 LF of 30", 36", and 60" combined sewer and 2,050 LF of new 36" and 42" storm drain.	\$3,339,000
Campbellsburg to Carrollton Force Main Construction, Phase II Addition, Campbellsburg, KY	2011	Design documents for 400 feet of 16-inch steel casing bored under I-71 with a 3-inch, 4-inch, and 6-inch carrier pipe installed in the casing pipe.	\$225,000
4-H Camp Renovation, Dawson Springs, KY	2011	Design documents for 2,500 feet of 8-inch PVC sewer line, 12 new manholes, 4,500 feet of 4-inch PVC force main.	\$309,584
Clay County High School Site Development, Clay County, KY	2010	Design documents for an access road, parking area, and stormwater drainage facilities.	\$392,602
Richmond Landfill Leachate Force Main, Richmond, KY	2010	Design documents for 27,000 feet of 6-inch force main, 2,500 feet of 2-inch water line, and a duplex pump station with two 176 GPM pumps.	\$1,200,000
Detroit and Parkside Sanitary Sewer Overflow (SSO) Elimination, Toledo, Ohio	2012	In order to comply with a consent decree to eliminate the Detroit and Parkside SSO, a 3.4 MG and 8MG in-ground reinforced concrete storage basins and associated pump stations were designed.	\$11,000,000
Lexington Arts and Science Center, Lexington, Kentucky	2013	Engineer of Record for a building renovation and 11,000 square foot addition to the historic Kinkead Mansion. The renovation included removal of load bearing walls. The addition is a two story steel framed structure that includes a planetarium.	Unkown
Muhammad Ali Floodwall Investigation Project, Louisville, Kentucky	2011	Project Manager and Design Engineer for the analysis and investigation of a temporary floodgate foundation and wall system. Project included the development of remediation options and a final design for bringing the structure into compliance with the current standards.	Unknown

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	6
Local Office	Lexington, KY	1999	32	6
PM Location	Lexington, KY			
Subconsultants				
Third Rock Consultants	<i>Environmental</i>			
Headquarters	Lexington, KY	2000	26	2
Local Office	Lexington, KY	2000	26	2

- * 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.

Estimated Percent of Work Performed in Local Offices

The estimated percent of work to be performed by staff in local offices is 95%.

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 stormwater program management contract, DBEs have performed over 30% of the work.

The following table outlines the WBE 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
Third Rock Consultants (TRC)	2526 Regency Road, Suite 180 Lexington, KY	Review of plans involving streams	WBE



March 14, 2014

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 following proposal:

LFUCG Proposal (RFP #13-2014)
Request for Qualifications for Professional Engineering Services
Contract #3 – Construction Drawings Review for DOE Manual Compliance

Sincerely,

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

2526 Regency Rd., 1st Fl.
Lexington, KY 40503

301 North 7th St.
Louisville, KY 40202

211 Second Ave. N., 3rd Fl.
Nashville, TN 37203

714 N. Fifth St., 6th Fl.
Knoxville, TN 37902

AFFIDAVIT

Comes the Affiant, Richard W. Walker, P.E., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Richard W. Walker, P.E. and he/she is the individual submitting the proposal or is the authorized representative of Tetra Tech, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Richard W. Walker

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Richard W. Walker on this the 21st day
of March, 2014

My Commission expires: MY COMMISSION EXPIRES MAY 22, 2016

Mary Z. Mouty
NOTARY PUBLIC, STATE AT LARGE Notary ID# 467108

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.

Richard W. Walker

Signature

Tetra Tech, Inc.

Name of Business

Company Totals (U.S Offices)

TETRA TECH, INC	TOTAL	M					F					MALES					FEMALES								
		Male	Female	Minority	H	W	H	W	B	NHPI	A	NA	2	W	B	NHPI	A	NA	2	W	B	NHPI	A	NA	2
GRAND TOTAL	Employees	260	32	29	3	0	232	4	0	18	1	2	31	1	0	0	0	0	2	0	0	0	0	0	0
Exec/Sr Officials & M		902	298	167	27	10	790	27	1	48	2	7	263	9	0	20	3	3	0	0	0	0	0	0	
Firs/Mid Officials & M		2703	1603	836	118	96	2221	110	7	199	13	36	1149	89	3	135	6	28	0	0	0	0	0	0	
Professionals		805	138	284	110	11	652	51	0	75	7	10	107	5	0	11	0	4	0	0	0	0	0	0	
Technical		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers		135	529	218	15	64	94	13	1	6	1	6	352	66	1	25	8	13	0	0	0	0	0	0	
Office & Clerical		168	4	53	36	0	106	3	0	9	6	0	3	1	0	0	0	0	0	0	0	0	0	0	
Craft Workers (skilled)		635	16	139	92	0	396	18	2	1	17	9	16	0	0	0	0	0	0	0	0	0	0	0	
Craft Workers (Semi-s)		489	19	243	171	9	280	19	0	24	10	5	5	1	0	4	0	0	0	0	0	0	0	0	
Laborers (unskilled)		10	4	2	0	0	9	1	0	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	
Service Workers		5997	2543	1961	571	189	4660	246	11	380	56	73	1919	173	4	195	17	46	0	0	0	0	0	0	
GRAND TOTAL		100.0%	70.2%	29.8%	23.0%	6.7%	54.6%	2.9%	0.1%	4.4%	0.7%	0.9%	22.5%	2.0%	0.0%	2.3%	0.2%	0.5%							
PERCENTAGE																									

Prepared by: Janet Bruner | Human Resources Manager
Tetra Tech, Inc. | janet.brunner@tetrattech.com

Name & Title

Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 800 Corporate Drive, Suite 200, Lexington, KY 40503
Street City Zip

Contact Name: Richard W. Walker, P.E. Title: Vice President

Telephone Number: (859) 223-8000 Fax Number: (859) 224-1025

Email address: richard.walker@tetrattech.com



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 13-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3. Tetra Tech will meet or exceed LFUCG's goal of 10% MBE/WBE participation for its contracts with the City of Lexington.			
4.			

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

Tetra Tech, Inc.
 Company
3/10/2014
 Date

Richard W. Walker, P.E.
 Company Representative
Vice President
 Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 13-2014

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

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

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

Tetra Tech, Inc.
 Company
3/10/2014
 Date

Richard W. Walker, P.E.
 Company Representative
Vice President
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 13-2014

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	Bid Package / Bid Date

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

(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.

Tetra Tech, Inc.
 Company

Richard W. Walker, P.E.
 Company Representative

3/10/2014
 Date

Vice President
 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 MWDBE 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 # 13-2014
 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
N/A							

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 # 13-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

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

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

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

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

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

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Direct contact with MBE/WBE firms

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Tetra Tech, Inc.

Company

Richard W. Walker, P.E.

Company Representative

3/10/2014

Date

Vice President

Title

GENERAL PROVISIONS

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

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

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

Richard W. Walker
Signature

3/10/2014
Date

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 DOE 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 DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Paragraph two on page one should read as follows and agree with the date on the website:

"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 **March 26, 2014.**"

Paragraph one on page two should read as follows:

Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12th, 2014 at 2:00 PM local time.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: Tetra Tech, Inc.

ADDRESS: 800 Corporate Drive, Suite 200, Lexington, KY 40503

SIGNATURE OF PROPOSER: Richard W. Walth



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.

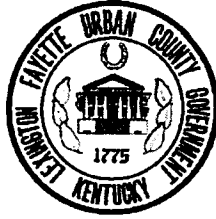
Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: Tetra Tech, Inc.

ADDRESS: 800 Corporate Drive, Suite 200, Lexington, KY 40503

SIGNATURE OF PROPOSER: Richard W. Walker



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: #13-2014

Date: March 17, 2014

Subject: Request for Qualifications for
Professional Engineering Services

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- Sign in sheets from March 10th, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: Tetra Tech, Inc.

ADDRESS: 800 Corporate Drive, Suite 200, Lexington, KY 40503

SIGNATURE OF PROPOSER: Richard W. Walk

SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services
 March 10th, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG - Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSE, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSEN	THEWEN ASSOCIATES	226-0761	PLWARSEN@thelwensoc.com
Laura Mize	LOCKNER	224-4476	LMIZE@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6677	kdameron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0792	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavulich	BFMJ Structural Eng	859-278-5050	n.pavulich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anslie	L.F. Gregg	859-252-7558	janslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859.619.0129	walthrowman@twe.com

Questions for RFP #13-2014

Is it possible to expand somewhat on what each contract will entail. For example, contract 2 could be construed to merely entail negotiation and acquisition of properties which would not require professional engineering services. It could also be construed to require Professional surveying services. Please expand if possible.

ANSWER: At this point, the Contract descriptions must be general and fairly broad. But as an individual project is brought forward, a more detailed scope of required services will be developed for that project.

Is the proposal to be submitted as a single proposal or individual proposals for each contract?

ANSWER: The responses shall be a single proposal with a section for each Contract being responded to by the vendor, and clearly titled as a response to the Contract number, 1 through 8. Vendors may respond to one, some, or all Contract 1 through 8.

A listing acknowledging which of the Contract numbers the vendor's response contains shall be listed in the Table of Contents of the Vendor's Response.

If the SOQ is to be submitted as a single SOQ, should submit resumes in one tab/section for all the SOQ's or submit resumes for each individual Contract with the section covering that Contract.

ANSWER: If the vendor response contains sections for more than one of the Contracts number 1 through 8, they need to only include one set of resumes. The response for each individual Contract shall contain an organizational chart showing the individuals involved in that particular Contract response, and whose resume is included in the resume section of the total Response.

During the pre-proposal meeting, it was mentioned that regardless of the number of contracts you were requesting prequalification on, one document was to be submitted for all. Section 4 (page 4) of the RFQ states that each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Are we to submit 1 document (with 1 master hardcopy, 7 duplicates and 1 electronic version) including information on all contracts prequalification is being requested on or are we to submit individual documents (with 1 master hardcopy, 7 duplicates and 1 electronic version) for each contract we are requesting prequalification on?

ANSWER: ONE document with sections for each contract you are responding to, with them listed in the Table of Contents. (see above)

If 1 document is to be submitted for all contracts prequalification is being requested on, are the page limits for contract specific information then multiplied by the number of contracts? For example, if we plan on submitting on 3 contracts, are we then allowed 3 pages for list of clients for which similar work has been performed in order to discuss 3 contracts or is it still a limit of 1 page? Does the same apply for qualifications for the specific type of contract, project team and list of similar projects?

ANSWER: It is still a limit of 1 page per contract response, and the same applies for qualifications, you may list the team on each section you're responding to, but you only need to submit the resumes once. (see above)

-
1. What forms are actually required for this qualifications package? Specifically:
 - a. If our firm meets the DBE goal with our subconsultant partner(s), are we still required to fill out the Good Faith Efforts form?
 - b. Are the MWDBE substitution, MWDBE quote summary form, or subcontractor monthly payment report needed for this proposal or are they documents that would be used once under contract/letter agreement? Please confirm whether these forms should be included with our qualifications package.

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

2. Do the one-page resumes count against the 6-page count in section 3 Project Team? May we include these resumes as an appendix?

ANSWER: If the organizational chart varies between Contracts, provide individual charts with each Contract section. The Project Team Section (No. 3) should be held to 6 pages maximum.

3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

ANSWER: Re: Page 35: There are a total of EIGHT contracts being solicited in this RFQ.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

4. Is there a maximum letter agreement/assignment amount for projects released under this contract? In other words, is it possible that LFUCG will need to advertise some projects separately from these contracts that exceed a certain dollar amount?

ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case of a very small project with an anticipated small consulting fee (for instance say less than \$20,000), LFUCG reserves the right to simply offer the work to the firm at the top of the list rather than ask three firms to expend inordinate resources in working up bids.

CONFIDENTIAL

**AFFIRMATIVE ACTION PROGRAM OF
TETRA TECH, INC.**

EFFECTIVE DATE OF THIS AAP: 01/01/14 through 12/31/14

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
AFFIRMATIVE ACTION PLAN.....	TAB 1
INTRODUCTION.....	1
COMPANY PROFILE.....	2
EEO RESPONSIBILITIES	3
IDENTIFICATION OF FOCUS AREAS	5
ACTION ORIENTED PROGRAMS.....	7
INTERNAL AUDIT AND REPORTING SYSTEM	11
WORKFORCE ANALYSIS	12
JOB GROUP ANALYSIS	13
FEEDER GROUP ANALYSIS.....	14
AVAILABILITY ANALYSIS.....	15
UTILIZATION ANALYSIS	16
AAP GOALS	17
WORKFORCE ANALYSIS	TAB 2
JOB GROUP ANALYSIS.....	TAB 3
AVAILABILITY ANALYSIS.....	TAB 4
UTILIZATION ANALYSIS.....	TAB 5
PERSONNEL TRANSACTION ANALYSIS.....	TAB 6
SUPPORT DOCUMENTS.....	TAB 7

I. INTRODUCTION

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM

The following pages represent the Affirmative Action Program of Tetra Tech, Inc., (3475 E Foothill Blvd, Pasadena, CA 91107), herein after referred to as Tetra Tech.

This Affirmative Action Program (AAP) is the property of Tetra Tech. The detailed information contained in this Affirmative Action Program is provided in good faith, and in compliance with Executive Order 11246 and other applicable federal and state laws, and regulations developed by the office of Federal Contract Compliance Programs (OFCCP) pertaining to the development of AAP's by federal contractors and subcontractors. Statements and data in this Affirmative Action Program are subject to a misinterpretation and a misuse which could be damaging to the business goals and interests of Tetra Tech in ways which may be independent of and adverse to Tetra Tech's affirmative action and equal employment opportunity obligations and objectives.

Therefore, this AAP is developed with the specific intent and requirement that:

1. This AAP and the information herein will be made available or submitted to the OFCCP upon demand, pursuant to the relevant provisions of Executive Order 11246 and applicable regulations developed by the OFCCP. The information and data contained in this AAP is to be kept strictly confidential and shall not be disclosed to anyone not employed by the OFCCP without prior written notice to and the written consent of Tetra Tech to disclose the relevant information contained herein. If consent is not given and the OFCCP still intends to disclose all or any part of this AAP, Tetra Tech shall have the right to appeal the decision of the OFCCP through any agency appeal procedure that may exist prior to any disclosure.
2. No information contained in this AAP is to be disclosed, copied, reproduced, or removed from the premises of the OFCCP, except in the normal course of business by an employee of the OFCCP, nor is any unauthorized person to be given access to its contents in any manner whatsoever without the prior written consent of an authorized representative of Tetra Tech.
3. Any employee, applicant, government office or any other entity or other person(s) who are allowed by Tetra Tech to review any or all of this AAP, for whatever reason or purpose, shall keep such information strictly confidential and shall not remove, copy, or in any manner whatsoever disclose, make available, discuss or disseminate the information contained in this AAP.

II. COMPANY PROFILE

Tetra Tech, Inc. (NASDAQ: TTEK) is a leading provider of specialized management consulting and technical services in three principal business areas: resource management, infrastructure and communications. Our management consulting services are complemented by our technical services, including research and development, applied science, engineering and architectural design, construction management, and operations and maintenance. We provide these services to a diverse base of public and private sector clients. Founded in 1966, we have over 14,000 employees located in more than 330 offices worldwide.

III. EEO RESPONSIBILITIES [41 CFR 60-2.17 (a)]

In most instances, department managers and supervisors will be responsible for the selection of individuals to fill approved vacancies. However, the selection process requires that managers and supervisors be aware of and take into consideration the EEO Policy and AAP goals. Tetra Tech's EEO Policy and AAP will be implemented and administered as outlined below.

A. EEO Officer

Dan Batrack, CEO and COO, has assigned the overall responsibility for Equal Employment Opportunity and Affirmative Action Program compliance to Richard Lemmon, Vice President, who is the Equal Employment Opportunity Officer for Tetra Tech. As EEO Officer, Richard Lemmon is specifically responsible for the implementation and monitoring of the EEO Policy and the Affirmative Action Program. Richard Lemmon's duties and responsibilities include as a minimum, but are not limited to the following:

1. Ensuring that an Affirmative Action Program is adopted and effectively implemented each year, developing policy statements, internal and external communication techniques.
2. Designating or assisting in the selection of a facility EEO Coordinator.
3. Assisting in the identification of focus areas, suggesting corrective action, and the establishment of goals and objectives.
4. Designing and implementing audit and reporting systems that will measure progress to goals and objectives.
5. Conducting meetings with managers, supervisors, and employees to ensure that Tetra Tech's EEO Policy and AAP objectives are understood and good-faith efforts are being made to achieve results.
6. Reviewing Tetra Tech's AAP progress toward goals and objectives with senior management.
7. Ensuring that the work performance of management employees is evaluated, in part, on the basis of their affirmative action efforts and results.
8. Providing guidance to managers and supervisors to prevent racial, ethnic, religious and sexual harassment of employees.
9. Serving as a liaison between Tetra Tech and minority/female organizations.
10. Keep management informed of developments in EEO/AA laws and requirements.

B. EEO Coordinator

Janet Brunner, Sr. Human Resources Manager, is the Equal Employment Opportunity Coordinator for the AAP year. Janet Brunner, will be responsible for assisting the EEO Officer, as requested, in the performance of any of the duties stated above, developing or obtaining assistance in developing, implementing, and monitoring of the AAP. The EEO Coordinator has been given the full support of senior management and is assured the necessary support to execute all AAP responsibilities.

The EEO Coordinator's responsibilities include, but are not limited to the following:

1. Having an updated AAP in place at the beginning of each plan year.
2. Assisting management in the identification of focus areas and the development of corrective action steps.
3. Submitting an AAP Progress Report to Human Resources and to appropriate facility management which details progress towards AAP goals and includes the applicant flow, new hire, transfer, promotion and termination logs.
4. Serving as liaison between employees and management at this facility.
5. Serving as liaison between this facility and organizations concerned with employment opportunities for minorities and females.

6. Ensuring that minority and female employees are encouraged and afforded a meaningful opportunity to participate in all present and future educational, training, recreational and social activities sponsored by Tetra Tech, and that all facilities, such as lockers and restrooms, are comparable for both sexes.
7. Reviewing all technical forms (i.e., application forms and posters) for compliance with federal regulations.
8. Monitoring the effectiveness of the EEO Policy, the AAP, training programs, and hiring and promotional patterns to determine if minorities and females are given a full opportunity for employment and advancement.

C. Human Resources Department

As the Equal Employment Opportunity Coordinator for this facility, Janet Brunner has been given the authority and responsibility for implementing and monitoring the EEO and AAP programs for this facility. Janet Brunner Sr. Human Resources Manager will be assisted by and receive primary staff support from individuals assigned to the Human Resources Department. The Human Resources Department, will assume the day-to-day responsibility for the EEO and AAP programs. The responsibilities of the Human Resources Department include, but are not limited to the following:

1. Developing policy statements, Affirmative Action Programs, and internal and external communication techniques.
2. Assisting management in the identification of focus areas and arriving at appropriate solutions.
3. Designing and implementing audit and reporting systems that will:
 - a. Measure the effectiveness of Tetra Tech's EEO and affirmative action programs.
 - b. Indicate the need for remedial action.
 - c. Determine the degree to which Tetra Tech's goals and objectives have been attained.
4. Serving as liaison or assisting facility management in meetings between Tetra Tech and enforcement agencies.
5. Serving as liaison or assisting local and facility management in meetings between Tetra Tech and organizations concerned with employment opportunities for minorities and females.
6. Keeping management informed of the latest developments and requirements pertaining to EEO and affirmative action.
7. Assisting in the development of reports to management on the status of Tetra Tech's EEO Policy and Affirmative Action Program.
8. Assisting any present or future field facilities in preparing and implementing effective Affirmative Action Plans through the issuance of guidelines and appropriate training.
9. Coordinating and participating in compliance reviews by the Office of Federal Contract Compliance Programs, as appropriate.
10. Investigating all formal charges of discrimination at Tetra Tech's facilities, in addition to participating with this facility's senior management representative in conciliation negotiations with government agencies, as necessary.

IV. IDENTIFICATION OF POTENTIAL FOCUS AREAS [41 CFR 60-2.17 (b)]

A. WORKFORCE

The workforce is evaluated by department and job group to determine if minorities and women are fully utilized. An analysis is performed by department to ensure that minority and female representation is at an acceptable range as compared to the workforce.

B. PERSONNEL ACTIVITY

Personnel activity including applicant flow, hires, terminations, and promotions are analyzed to determine if there are any problem areas. All employees are treated equally and have an opportunity to advance. Efforts are made to identify qualified minority, females, disabled and veteran employees for promotion. The criteria for both transfers and promotions are based objectively on skills, qualifications, experience, education and the employee's work record, as appropriate. Transfer and promotion practices currently in effect do not hamper the upward mobility of qualified female and minority employees.

C. COMPENSATION

Compensation analyses are performed to ensure that there are no gender or ethnic pay disparities. An analysis is performed on each job title comparing minorities to non-minorities and women to men. If any inequalities exist, a thorough analysis is conducted to correct or explain the difference. This analysis may include a review of the employees' length of service, years of experience, performance evaluations, prior related experience, education, special expertise, or the department or unit where the employees work.

D. SELECTION

The following selection procedures are followed:

1. Job descriptions list the minimum requirements for a particular job and are accurate in relating to actual job functions.
2. No written employment tests are currently being used.
3. The application and interview process has been reviewed and found to be free of bias and does not work to the disadvantage of minority or female applicants.
4. All job applications are retained in the active file for a minimum of at least two years.
5. A detailed record of all data relevant to recruitment and other personnel decisions which involved Affirmative Action candidates or employees is kept by the EEO Coordinator.
6. When an accommodation is made to hire an individual with a disability, a description of the accommodation is recorded in the personnel file.
7. All recruitment sources are notified annually of the EEO policy and Tetra Tech's desire to hire women and members of minority groups.

E. OTHER AREAS OF FOCUS

Facility & Company Sponsored Activities

Facility and Company sponsored activities are all administered on a non-discriminatory basis.

Public Transportation

Public transportation is available to this facility from surrounding metropolitan areas. Schedules are such that employees can use such transportation both before and after working hours.

Housing

Integrated housing is available to all employees in the area surrounding this facility. Both privately owned homes and commercial rental units are within the immediate area and within commuting distance.

Physical Facilities

This location does not maintain, provide or permit any segregated facilities

Seniority

Formal seniority lines or lists are not maintained. Whenever seniority is used or considered (i.e. vacation accrual, benefit accrual), sex is not a consideration.

Training Programs

While some limited training is provided, employees are encouraged to pursue additional education and training through external sources. On occasion, employees are provided an opportunity or are scheduled to attend relevant in-house or external seminars and training. All training, whether internal or external, is encouraged by Tetra Tech in a non-discriminatory manner.

Technical Phases of Compliance

1. All appropriate bulletin boards are posted with applicable equal employment opportunity literature and regulations.
2. All subcontractors are notified of their obligations under Executive Order No. 11246 as amended, as well as, Revised Order No. 4.
3. Purchase order forms advise vendors and subcontractors that Tetra Tech is a government contractor and of their obligation to practice EEO and affirmative action.

V. ACTION ORIENTED PROGRAMS

[41 CFR 60-2.17 (c)]

All personnel involved in recruiting, selection, discipline and related processes will receive instruction on an on going basis, regarding Tetra Tech's affirmative action objectives, equal employment opportunity laws, regulations, court decisions, and appropriate job-related management practices.

A. Job Descriptions, Specifications and Requirements

Job descriptions list the minimum requirements for a particular job and are accurate in relating to actual job functions. Tetra Tech will continue to review and revise, when appropriate, employee position titles, qualifications, job specifications and wage/salary rates to assure that they do not have qualifications or other requirements that would tend to screen out or disproportionately or adversely impact upon minorities or females.

Tetra Tech has delegated to its department managers the final decision on hiring, as stated in the section on EEO responsibilities. Yearly reviews will continue to be performed to ensure the elimination of any impediment to full implementation of the EEO Policy and the AAP. The Human Resources Department staff will monitor the attitudes of department management for any adverse attitudes toward EEO and affirmative action, and watch for abnormal rates of rejection for minorities and females.

The Human Resources Staff will be assigned to:

1. Conduct an analysis of position requirements and/or descriptions to ensure that they accurately reflect position functions and are consistent for the same position from one department to another.
2. Evaluate new or modified worker specifications for each job classification by department, using job performance criteria. Specifications will be consistent for the same job classification in all locations and free from bias with regard to race, color, age, religion, sex, and national origin. If any requirements screen out a disproportionate number of minorities or females, these requirements will be carefully evaluated with respect to their relationship to actual job performance and business necessity.
3. Make available approved position descriptions, whether such descriptions have been formalized in writing or not, and worker specifications to all members of management involved in the recruiting, screening, selection and disciplinary processes; and, distribute appropriate copies to recruitment sources.

B. Recruitment Practices

To enhance the likelihood of recruiting minority and female employees, Tetra Tech will contact appropriate State agencies and solicit names from management of appropriate minority and female groups, associations and institutions which can refer qualified applicants for positions in job groups which have an underutilization of minorities or females. Additionally, each qualified applicant is identified by: name, ethnicity, gender, veteran and disabled status, positions applied for, recruitment source, referral source, and final disposition.

The Human Resources staff will be assigned to ensure the following types of recruitment activities:

1. Include the phrase "Equal Employment Opportunity" (EEO) and/or "Affirmative Action" employer (EEO/AA) in all printed employment advertisements.
2. Place appropriate job opportunities in minority and female publications or minority and female Internet web sites.
3. Disseminate information on job opportunities and Tetra Tech's affirmative action objectives to organizations representing minorities and females, and employment development agencies.
4. Actively encourage minority and female employees to refer applicants.
5. Send minority and female employees to participate in "Career Days," Job Fairs and related activities in their communities, when appropriate.
6. Recruit, when appropriate, at secondary schools, junior colleges and colleges with predominantly minority or female enrollments.
7. Ensure that referral agencies that are used, if any, are referring minorities and females in a nondiscriminatory manner.

C. Internal Postings

Current job openings are posted internally in conspicuous areas throughout the facilities where employees congregate. Job postings are updated as positions become available or are filled. This formal "job posting" procedure is utilized to make employees aware of vacancies, and as a means of promoting job opportunity and mobility of current employees through interdepartmental transfers. The method of posting assures fair and equal treatment of all covered employees consistent with affirmative action policies. Evaluation of employees from transfer or promotion is based solely on knowledge, skills, experience, and ability to perform the duties as required by the job.

D. Selection Practices

To assure that no discriminatory practices have entered the selection system, the Human Resources Department will monitor the selection decisions for all job titles in underutilized job groups. As an example, if a vacancy exists in an area identified as being underutilized, it will be the selecting manager's or supervisor's responsibility to provide the Human Resources Department with reasons why qualified minority and female applicants were considered but not selected.

The Human Resources Staff will continue to ensure that the Tetra Tech's selection process is job related. These responsibilities will include:

1. A review of Tetra Tech's job application and other pre-employment forms to ensure that inquiries are job related.
2. Periodic evaluation of the selection policy to ensure that it is free from bias and does not hinder Tetra Tech's ability to attain its affirmative action goals.
3. Periodically evaluate practices to ensure that they are job related and necessary.
4. Train personnel interviewers on proper interview techniques, appropriate inquiries, documentation and Tetra Tech's affirmative action objectives.

E. Promotional and Training Practices

Staff will continue to take the following types of action to prepare minorities and females for promotion, and to assist employees in advancing to jobs offering a higher level of responsibility, greater degree of challenge and further opportunity for advancement:

1. When an underutilization exists, advise managers and supervisors of approved vacancies, with the intention of identifying potential minority and female candidates.
2. Make available career counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotability and opportunities for job rotation or transfer.
3. When appropriate, offer remedial education, skills training, and work-study programs to assist employees in meeting performance standards and preparing for employment or advancement.
4. Administer an employee performance evaluation program, which is designed to assist employees in meeting performance standards, in a non-discriminatory manner.
5. Evaluate requirements for promotion on job-related criteria and ensure that minorities and females are not required to possess higher qualifications than those of others.
6. When an underutilization exists, require supervisory personnel to explain promotion selection decisions when qualified minority or female employees are among the candidates rejected for advancement opportunities.

F. Management and Disciplinary Practices

In order to increase and/or maintain the representation of minority and female employees throughout the work force, all department heads will be held accountable for monitoring and evaluating their hiring, promotions, transfer and termination practices.

Supervisors and department heads will be responsible for identifying and helping to develop promotion and transfer opportunities for minority and female employees in their departments whenever and wherever an underutilization is identified. In addition, current eligible employees, as well as applicants, will be informed and encouraged to participate in training and educational assistance programs that may be available at or through Tetra Tech, and in the community.

The Human Resources Staff will continue to take the following actions to assist supervisors in meeting their Affirmative Action Program responsibilities:

1. Develop and periodically review forms and management practices such as interviews, employee evaluations, counseling, training and discipline.
2. Offer training to management regarding Tetra Tech's Affirmative Action Program objectives and job-related personnel practices.
3. Monitor disciplinary action to ensure that minorities and females are not being disciplined in disproportionate numbers.

G. Benefits and Rules

Tetra Tech regularly analyzes the wage and benefits program to ensure that no discriminatory practices exist. Wage schedules are not related to or based on the gender or race of employees, but are based on established market labor rates for each classification or specialty.

The Human Resources Staff will be assigned to take the following actions to ensure that Tetra Tech's facilities are desegregated and its benefits programs and rules are nondiscriminatory:

1. Review Tetra Tech's employee benefits plans, coverage and administration procedures to ensure that they do not inadvertently discriminate illegally because of race, color, religion, sex, national origin or age.
2. Review Tetra Tech's work rules to ensure that they do not inadvertently discriminate illegally because of race, color, religion, sex, national origin or age.

H. Management Training

Tetra Tech, Inc. is committed to providing educational training to all the management to ensure that personnel actions and all employment decisions are made in a manner which will further the principle of equal employment opportunity. Tetra Tech, Inc. is committed to assuring that our supervisors and employees are familiar with proper procedures, policies, and practices on affirmative action and harassment training.

VI. INTERNAL AUDIT AND REPORTING SYSTEM [41 CFR 60-2.17 (d)]

A major component of the Affirmative Action Plan is an assessment of the effectiveness of efforts undertaken to achieve goals and objectives. This assessment requires complex record-keeping systems for collecting information about applicants and about the numerous personnel transactions affecting Tetra Tech employees. To meet this goal, an audit and reporting system has been designed which:

1. Assists in measuring the effectiveness of the EEO Policy and the Affirmative Action Program.
2. Indicates those areas where remedial action is needed.
3. Determines the degree to which location goals and objectives have been achieved.
4. Monitors the number of qualified applicants, new hires, promotions, transfers and terminations by race and sex.

This information provides the basis for analyzing personnel transactions for a one-year period and for an annual update of the Affirmative Action Plan. The update includes the predetermination of annual placement goals as well as an assessment of the previous year's annual placement goals and progress made.

Applicant Information. Information about gender and ethnicity of each applicant is collected and maintained for affirmative action reporting purposes. Applicants who wish to benefit under the Affirmative Action Program for Individuals with Disabilities, Special Disabled Veterans or Veterans of the Vietnam era are also invited to self-identify their status after an offer of employment has been made and before employment begins. This information is requested on a voluntary basis and is used only for affirmative action purposes. Information regarding the disposition of each application for each opening is also maintained.

Employee Information. Information is collected and maintained for the following personnel transactions: placements (new hires, promotions, and transfers); merit increases; separations (resignation, death, retirement, and medical); involuntary separations (layoffs and dismissals), and training programs. The information is compiled by job group, by gender and by ethnicity.

This system, which was outlined in the preceding section, Action Oriented Programs, will be used by the facility EEO Coordinator in developing progress reports to management, which will indicate progress toward AAP goals and objectives. Department management will indicate any current or foreseeable EEO and AAP focus areas, and outline corrective action suggestions.

Janet Brunner, Sr. Human Resources Manager, is responsible for discussing any problems related to the implementation of the EEO Policy and this AAP with appropriate management representatives. Discussions will focus on rejection ratios, the underutilization of minorities and females, charges of discrimination or allegations of harassment. There will be yearly audits of the selection and placement process, paying particular attention to hiring, promotion, transfer and termination patterns. A report on the status of this facility's Affirmative Action Program will be prepared, and remedial steps will be taken which are necessary to provide for the effective implementation of the program.

VII. WORKFORCE ANALYSIS [41 CFR 60-2.11]

Workforce Analysis

In accordance with Federal Affirmative Action Regulations, a work force analysis of employees by department is developed. The analysis consists of a count of employees in each job title in the unit; job titles are ranked from the lowest to highest salary range including supervisors. For each job title the following is provided: the salary range; the total number of incumbents; the total number of male and female incumbents and total number of male and female incumbents by the ethnic categories of American Indian, Asian, Black, Hispanic and Caucasian.

The data is analyzed by reviewing each department and comparing the percent of minorities and women in the department to the percentages in the workforce. If any problem areas exist, programs are developed to correct those areas. These programs are described in the "Action Oriented Programs." section.

VIII. JOB GROUP ANALYSIS

[41 CFR 60-2.12 AND 60-2.13]

Job groups are the basic units for developing availability proportions, conducting the utilization analysis, and analyzing personnel transactions. In accordance with Federal affirmative action regulations, the different job titles held by Tetra Tech employees have been combined to form the job groups listed in the AAP reports section.

Methodology

Federal affirmative action regulations specify that job groups have similar content, wage rates, and opportunities. Accordingly, in developing the job groups, the following guidelines were taken into consideration:

- The contents of the jobs included in a job group should be similar in job responsibilities, requisite skills, and wage rates.
- The opportunities for advancement should be similar for all jobs in a job group.
- A given job group should not include job classifications with clearly different utilization patterns. For example, job classifications predominantly filled with males should not be combined in the same job group with job classifications predominantly filled with females.
- Job groups, in general, should be composed of a minimum of ten employees to allow meaningful utilization analysis and the establishment of goals. In some cases, job groups of less than ten employees may be necessary because of unique job content, requirements, location, and skills.
- Job groups should illuminate, rather than mask, focus areas.
- Feeder jobs for jobs included in a job group should be similar.
- Jobs in a job group should have the same labor market.

In accordance with Federal Affirmative Action Regulations, a job group analysis of employees by job group categories with similar content, wage rates and opportunity for advancement is developed. The analysis consists of a count of employees in each job title with similar functions ranked from the lowest to highest salary range including supervisors. For each job group category the following is provided: the salary range; the total number of incumbents; the total number of male and female incumbents and total number of male and female incumbents by the ethnic categories of American Indian, Asian, Black, Hispanic and Caucasian

IX. FEEDER GROUP ANALYSIS

Below is a table demonstrating the lines of progression and providing an analysis of the job groups by their feeder groups.

Job Group	Feeder Group
1A	1B
1B	2A,2D
2A	3A
2D	5A
3A	No Feeder
5A	5B
5B	No Feeder

X. AVAILABILITY ANALYSIS [41 CFR 60-2.14]

In accordance with Federal affirmative action regulations, Tetra Tech, Inc. has conducted an availability analysis of the employment of females and ethnic minorities by job group. To perform this availability analysis based on the guidelines outlined in the OFCCP's Federal Contract Compliance Manual and in pertinent parts of 41 CFR, Chapter 60, proportions of available females and ethnic minorities for each job group are developed.

Availability is defined as the percentage of minorities and women among those persons who are eligible currently or will be eligible during the term of the affirmative action program.

As specified in federal affirmative action regulations, two factors are considered in determining the availability proportions of females and ethnic minorities for each job group. These two factors are set forth below. In determining whether minorities and females are underutilized, Tetra Tech has considered the following data: *

1. The availability of minorities/females having requisite skills in an area from which the location can reasonably recruit.
2. The availability of promotable and transferable minority/female employees within the facility during the AAP year.

Data sources for external availability factors for our computations have been acquired from the U.S. Census Bureau.

* The charts used for the computation of availability percentages are in the AAP reports section.

XI. UTILIZATION ANALYSIS [41 CFR 60-2.15]

In determining whether areas of underutilization exist and what steps might be taken to correct the deficiencies, an analysis was performed in accordance with Order No. 4. This utilization analysis considered the results of the Availability Analysis conducted in this plan. By using this data and by applying the measure of reasonableness, we have determined that some underutilization of minorities and/or females exists. The utilization analysis is in the AAP reports section. The results of the utilization analysis are the basis for establishing the goals described in this document.

XII. GOALS

[41 CFR 60-2.16 AND 60-2.17(B)]

At the beginning of a reporting period, annual goals are established for females and ethnic minority categories in job groups where underutilization is identified and is equal to or exceeds one person or more. For the 2014 Tetra Tech Affirmative Action Plan these goals are expressed as annual placement rates equal to availability proportions based upon 2010 census data. The goal is met if the actual placement rate is equal to or exceeds the availability rate.

Annual goal attainment for those instances where underutilization was identified at the beginning of the reporting period is assessed at the end of a reporting period by taking into account the applicable annual placement rates and actual experience of employee promotions, transfers, and hires. The assessment is made on the basis of comparing the placement rate by gender or ethnic minority category in the job group to the applicable availability proportion.

The 2014 goals are based on our workforce numbers staying the same. Primarily, openings will result from normal attrition and, in some cases, the vacancies may not be filled. These goals reflect current business conditions and are subject to change as these conditions change.

Our long range goal is to overcome underutilization in all job categories and to employ percentages of minorities and women at least equal to the percentages of qualified minorities and women within the available labor force.

Tetra Tech, Inc. will continue to develop and maintain programs that facilitate the attainment of the goals that have been set to increase the utilization of minorities or females. The following program will be implemented for job groups identified as underutilized:

When an underutilization is identified for a specific job group, Janet Brunner, Sr. Human Resources Manager, will make an annual review of the employee selection process, to ensure that any practices or policies which could result in a disproportional number of minorities and/or females being rejected for employment are kept out of the selection process.



March 14, 2014

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 following proposal:

LFUCG Proposal (RFP #13-2014)
Request for Qualifications for Professional Engineering Services
Contract #3 – Construction Drawings Review for DOE Manual Compliance

Sincerely,

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



TETRA TECH

Tetra Tech

800 Corporate Drive, Suite 200
Lexington, KY 40503 | (859) 223-8000

tetratech.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of
Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

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All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/15/2014

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.): (800) 363-0105		
	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: The Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570053760411** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMPIOP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B				WC15656011	10/01/2013	10/01/2014	E.L. EACH ACCIDENT	\$1,000,000
B				WC15656012	10/01/2013	10/01/2014	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375 Prof/Pol1 Liab	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP No. 13-2014, Request for Qualifications for Professional Engineering Services. Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

CANCELLATION

Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington KY 40507 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570053760411

EXHIBIT ~~D~~ C

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

LFUCG PROJECT ASSIGNMENT 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	_____	Brad Frazier
Telephone	_____	859-258-3410
Fax	_____	859-258-3458
E-Mail	_____	bfrazier@lexingtonky.gov

Project Assignment 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.