

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 12, 2019, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Tetra Tech, Inc.** with offices located at **Lexington, Kentucky** (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for **RFP 21-2019 Requests for Qualifications for Professional Engineering Services** as described in the attached **EXHIBIT A, Scope of Engineering Services and Related Matters RFP #21-2019** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support necessary to successfully meet the Supplemental Environmental Project (SEP) obligation (Appendix K-2) to fund flood improvement projects by deadlines of the **CONSENT DECREE**. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Incorporated Documents

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

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

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

1.3 Project Phase

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

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

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “**DISPUTES**” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, including but not limited to those assessed pursuant to the **CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. For Basic Services

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

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

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

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

5.1.2. For Extra Work

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

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

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

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

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

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

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

EXHIBIT A

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

1. Background

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

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

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

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

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

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

2. Contract Type and Contracting Process

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

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

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

3. General Project Description

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

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

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

5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

Notes:

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

Attachment 2

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

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



Lexington-Fayette Urban County Government

Request for Proposals

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

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

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

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

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

RFP 21-2019 Engineering Services for Stormwater Indefinite Services

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

SELECTION CRITERIA:

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
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@nwvoc.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	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

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

A. Termination for Cause

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

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

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

Signature

Date

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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

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

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

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

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

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

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

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

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

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

4. Submittals

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

Section

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

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

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

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

6. Selection Criteria (Attachment 2)

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

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

Notes:

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

Attachment 1

Project Team Location(s)

ATTACHMENT 2

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

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

Comments:

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

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

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

1.3 Project Phase

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

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

- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. For Basic Services

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

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

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

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

5.1.2. For Extra Work

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

6.3. Legal Responsibilities and Legal Relations

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

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

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

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

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

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance,

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

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

EXHIBIT B
Certificate of Insurance
and
Evidence of Insurability

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

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

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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



TETRA TECH

Exhibit C

June 7, 2019

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

Attn.: Selection Committee

RE: Tetra Tech Proposal (RFP #21-2019)

Engineering Services for Stormwater Indefinite Services

Dear Selection Committee Member:

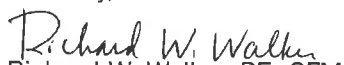
Tetra Tech understands the enormous challenges for the Division of Water Quality with respect to meeting the EPA Consent Decree (2011) requirement to construct \$30M of stormwater design projects by 2021. Approximately \$18M has been constructed and work is underway in the Southland Drive area for another \$1.1M, leaving approximately \$11M to be constructed by 2021. This requires LFUCG to have an integrated, high capacity team to assist with meeting this challenge. Tetra Tech has assembled that team.

Tetra Tech has teamed with Integrated Engineering to provide **design, bidding, and construction administration of projects that involve storm sewers, open channels, and stormwater management facilities**. The qualifications and experience of our team are highlighted here to assist with your review process:

- **DWQ SUCCESS** - Our record of performance for DWQ on design and construction projects demonstrates that we have the qualifications and personnel to complete projects with aggressive schedules. Examples include the Walhampton Stormwater project (\$1.4M), the Wolf Run Wet Weather Storage project (\$5M), and the West Hickman Wet Weather Storage project (\$61M). Herb Lemaster, the project manager for these projects, will provide this same high level of management for the projects covered in this contract.
- **LOCAL STORMWATER EXPERTS** - Our staff has a 30-year history of completing stormwater projects for the city, including the Stormwater Master Plan for Expansion Area 2 (1999), Southland Drive Drainage Study (2005), Vaughn's Branch Flood Mitigation Project (2007), Walhampton Stormwater Improvements (2015), and the Firethorn Extended Detention Basin Project (2019). In addition, Tetra Tech updated the City's Stormwater Manual in 2016 to reflect new water quantity and water quality design standards. We understand how to complete a successful stormwater project keeping DWQ in compliance.
- **EXTENSION OF STAFF** - Over the last 10 years we have served as your Stormwater Program Manager for the Consent Decree. During this time, we have demonstrated our ability to deliver high-quality products, on schedule, and within budget. As a result, we understand your operating style and culture, and how to best respond to your needs. We will hit the ground running without needing to be oriented to your staff, policies, or practices.

The management of this project and the majority of the work will be done by staff working in our Lexington office and who are currently working on DWQ projects. Being local to the community means that we are personally invested in improving the quality of life in Lexington, and we take great satisfaction in working together with you to reach your goals. We look forward to working with you on these projects.

Sincerely,


Richard W. Walker, PE, CFM
Vice President

Point of Contact

Mr. Richard Walker, PE, CFM
424 Lewis Hargett Circle, Suite 110
Lexington, KY 40503
Office: (859) 514-8749
Cell: (859) 619-8013
richard.walker@tetrattech.com



SECTION 2: Tetra Tech Team Qualifications (Executive Summary)

The Tetra Tech team was formed with the express purpose of providing the highest level of service to the Division of Water Quality (DWQ) for the design, bidding, and construction administration of projects that involve storm sewers, open channels, and stormwater management facilities. The team consists of the following:

- Tetra Tech is a leading provider of consulting, engineering, program management, and construction management

services. Our Lexington office has a long history of providing engineering services to DWQ.

- Integrated Engineering is a local firm on the team for surveying and is well known for providing this service to DWQ on recent stormwater projects.

To facilitate the review of our proposal, we have summarized key aspects of the Tetra Tech team:

SELECTION CRITERIA	TEAM HIGHLIGHTS	PROPOSAL SECTION
Overall Expertise of the Firm	<ul style="list-style-type: none"> ● Completed large-scale stormwater capital projects for DWQ, Michigan DOT, Memphis, Grand Rapids, and US Army Corps of Engineers 	Section 5
Overall Expertise of the Team Members	<ul style="list-style-type: none"> ● Depth of experience in H&H modeling, design, and construction management 	Section 3
Past Performance	<ul style="list-style-type: none"> ● Walhampton Stormwater Improvements, Firethorn Extended Detention Basin Improvements, Wolf Run WWS, West Hickman WWS, Southland Drive Drainage Study ● Drainage design for numerous highway projects that involve storm sewers and open channels ● Developed the LFUCG Stormwater Manual 	Section 5
Project Manager Qualifications	<ul style="list-style-type: none"> ● Success leading projects for DWQ on Walhampton, Wolf Run WWS, West Hickman WWS, and Vaughn's Branch Flood Mitigation ● Significant experience with complex construction projects ● Expert in identifying construction feasibility issues 	Section 3
Risk Management Plan for Substitute Staffing	<ul style="list-style-type: none"> ● Access to 18,000 technical resources ensures that the project will be completed on time 	Section 3
Office Status and Location of Staff	<ul style="list-style-type: none"> ● Tetra Tech and Integrated Engineering have headquarters in Lexington ● 90% of the work will be done by local staff with proven experience 	Section 6
Hourly Rates	<ul style="list-style-type: none"> ● Competitive billing rates 	Section 8

REASONS FOR SELECTING THE TETRA TECH TEAM

REASON TO SELECT TETRA TECH	HOW	BENEFIT TO LFUCG
1 Understanding of DWQ's Stormwater Program	Past experience on the Southland Drive Drainage Study, Vaughn's Branch Flood Mitigation Project, Walhampton Stormwater Improvements, and Firethorn Extended Detention Basin Improvements	<ul style="list-style-type: none"> ● Institutional knowledge of the stormwater system and DWQ's procedures ● No learning curve ● Focused approach



	REASON TO SELECT TETRA TECH	HOW	BENEFIT TO LFUCG
2	Understanding of the Consent Decree	Experience gained by serving as the Consent Decree Stormwater Program Manager for 10 years	<ul style="list-style-type: none"> ● Institutional knowledge ● Ability to work as an extension of DWQ staff
3	Superior Project Management and Understanding of DWQ Expectations	Herb Lemaster successfully managed the Walhampton Stormwater Improvements, Wolf Run WWS, and West Hickman WWS projects	<ul style="list-style-type: none"> ● Effective communication ● Meet deadlines ● Highly cohesive and responsive team
4	Close Collaboration with DWQ Staff	Project manager, project engineer, and designers are in Lexington	<ul style="list-style-type: none"> ● Effective communication ● Face-to-face meetings
5	Depth of Experience In Hydrology, Hydraulics, and Design of Stormwater Infrastructure	Staff assigned to the project who are experts in stormwater analysis and design	<ul style="list-style-type: none"> ● Focused approach ● No learning curve

GENERAL INFORMATION ABOUT TETRA TECH TEAM

Tetra Tech is an international engineering firm with 18,000 employees. Tetra Tech has been ranked No. 1 in Water by *Engineering News-Record* for 16 years in a row and has a national reputation as a leader in stormwater and watershed planning. The Lexington office has 18 employees and provides engineering services for stormwater management, water and wastewater engineering, landfill engineering, and environmental services projects. Additionally, the Lexington office provides project support to multiple Tetra Tech offices for accounting, human resources, information technology, operations, and marketing.

Over the last 10 years, we have served as your Stormwater Program Manager for the Consent Decree. During this time, we have demonstrated our ability to deliver high-quality products, on schedule, and within budget. 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 allows us to work as an extension of your staff.

Integrated Engineering is on the team to provide surveying services. Their headquarters is in Lexington, and they are a certified Minority Business Enterprise, with 31 employees located in their Lexington office. They have provided surveying services on several DWQ stormwater projects.



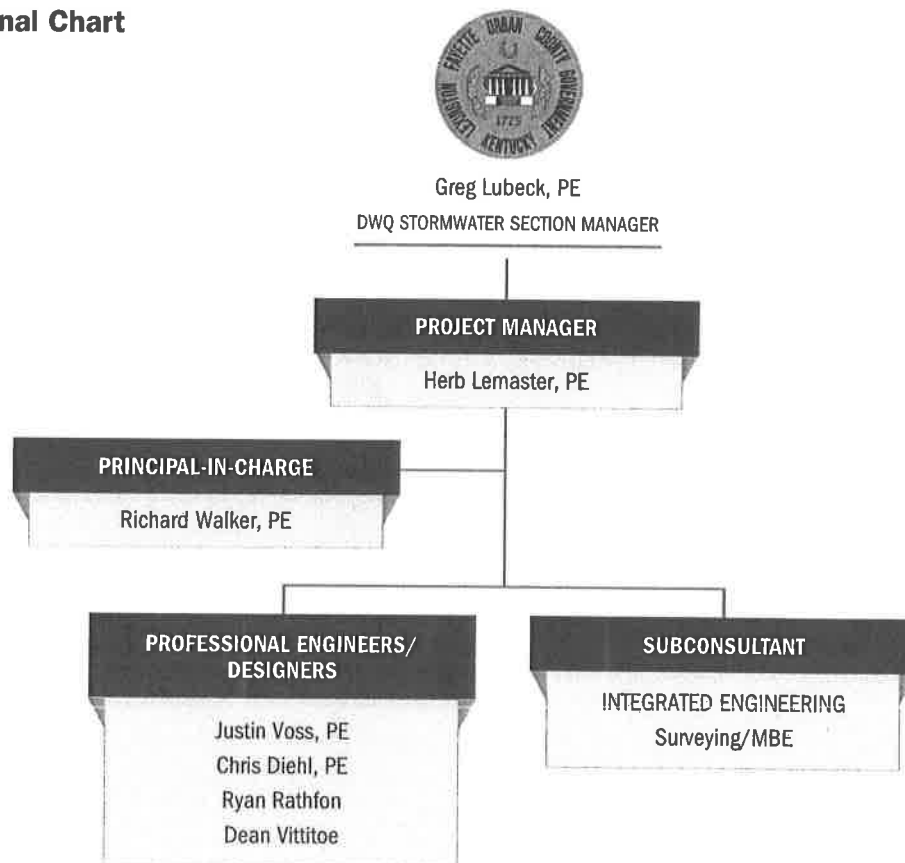
Tetra Tech Rankings

- 1** Water
- 1** Environmental Science
- 1** Solid Waste
- 1** Treatment/Desalination
- 1** Wind Power
- 2** Dams & Reservoirs
- 5** Top 500 Design Firms



SECTION 3: Project Team

Organizational Chart



RISK MANAGEMENT PLAN FOR SUBSTITUTE STAFFING

The RFP requires the inclusion of a Risk Management Plan for substitute staffing if a key team member leaves the project team before a task order is completed. The foundation of Tetra Tech's Risk Management Plan is a focused project team whose members support each other throughout the project. The project team for each task order will consist of the project manager, project engineer, and CAD designer. The project engineer will work in direct coordination with Project Manager and DWQ staff to ensure that schedules are maintained, and that appropriate technical information is shared with other technical staff. This ensures that the "institutional" knowledge of each project is shared by at least three people from the beginning to the end of the project.

If a resource leaves the project before project completion, the Project Manager will reassign the responsibilities to an existing or new team member. Furthermore, the civil engineering discipline leader for Kentucky, Ohio, and Michigan is in Lexington and can help reassign staff from other offices if necessary. With Tetra Tech's

staff of over 18,000 professionals, it is a rare occurrence when we do not have another staff member available to complete an assignment.

Other provisions of the Risk Management Plan include the following:

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



PROJECT MANAGER

Herbert Lemaster, PE

EDUCATION:

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

BS, Civil Engineering, University of
Kentucky, 1990

AS, Prestonsburg Community
College, 1988

REGISTRATIONS/CERTIFICATIONS:

Professional Engineer:
Kentucky, No. 19309, 1996

Ohio, No. 77200, 2012

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

Troxler Nuclear Gauge Certification,
No. 093841

Permit-Required Confined Space
Entry Training

OFFICE LOCATION:

Lexington, Kentucky

TOTAL YEARS OF EXPERIENCE:

28

YEARS WITH TETRA TECH:

28

Mr. Lemaster is the senior project manager on all design and construction projects in Tetra Tech's Lexington office. 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 managed many large-scale stormwater, solid waste landfill, water, wastewater, and environmental projects.

Walhampton Stormwater Improvements, Lexington-Fayette Urban County Government, KY. 2015. Design and construction administration of 900 feet of 36 inch storm sewer, 300 feet of 54 inch storm sewer, and a detention basin with a volume of approximately 80,000 cubic feet. The goal of the project was to reduce street and home flooding that had occurred since the early 1970s. Nine homes had a history of flooding, along with street flooding that temporarily made the streets impassable. The work involved hydrologic and hydraulic (H&H) modeling of the stormwater system, surveying, assessing the physical condition of the storm sewers, identifying alternative solutions, attending public meetings, preparing design drawings and specifications, and providing periodic inspections during construction.

Firethorn Extended Detention Basin Improvements, Lexington-Fayette Urban County Government, KY. 2019. Design of improvements to alleviate chronic standing water in an extended detention basin in a residential area. The work involved H&H modeling, meeting with property owners, and preparing construction drawings to remove the existing sand filters and replace them with rock filters.

Rental Car Facility, Blue Grass Airport, Lexington, KY. 2018. Design and construction services for a new 14-acre rent-a-car facility that included vehicle stacking lanes, fueling positions and storage, car wash bays, and maintenance bays for the vehicles. Tetra Tech prepared the stormwater management plan and civil site plans. All existing utilities, including water, sewer, electric, cable, and gas, were relocated from their existing locations and rerouted to the new facilities.

Vaughn's Branch Flood Mitigation, Lexington-Fayette Urban County Government, KY. 2010. Design and construction of a 7-acre detention

basin upstream of Versailles Road, channel widening, and enlargement of four culverts. The completed project was intended to protect five structures against the 500-year flood, seven structures against the 100-year flood, and 15 structures against the 10-year flood. The work involved project coordination and public meetings; environmental design and permitting; flood mitigation design; and bidding and construction services. Unique design elements included the use of precast, full span culverts and bank stabilization using Filtrexx Sox and Rosetta hardscape walls. Tetra Tech prepared the mitigation grant application, conducted conceptual design and stormwater modeling of the project, and prepared the FEMA Conditional Letter of Map Revision. LFUCG was awarded a stormwater award for the Vaughns Branch project by the American Public Works Association's Kentucky Chapter. In terms of dollars spent, the Vaughns Branch project was the largest effort in Fayette County since the 1930s.

West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. February 2015–Present. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70 MGD influent pump station, 70 MGD wet weather pump station, two 20 MG storage tanks, recycle pump station, upgrades to the nonpotable water system, stormwater management facility, and all associated piping and electrical.

Wolf Run Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. February 2014–Present. Project Manager. Design and construction of a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping.



PROJECT ENGINEER

Justin Voss, PE

EDUCATION:

BSE, Civil Engineering, University of Michigan, 2004

MSE, Civil Engineering, University of Michigan, 2005

REGISTRATIONS/CERTIFICATIONS:

Professional Engineer:
Michigan, No. 6201056026, 2009
Ohio, No. 77598, 2013

OFFICE LOCATION:

Lansing, Michigan

TOTAL YEARS OF EXPERIENCE:

13

YEARS WITH TETRA TECH:

13

Mr. Voss is a professional engineer with expertise in hydraulic modeling applications for collection, distribution, and open channel systems. He has experience in hydraulic data collection, modeling, calibration, planning, asset management, and design.

His specific experience includes: collection system hydraulics for sanitary, combined, and storm sewers, including flow monitoring, hydrology for wet sanitary and direct stormwater conditions, model calibration, master planning, two-dimensional modeling, pump and force main evaluation, and infiltration and inflow studies. He is familiar with HEC-RAS, EPA-SWMM, InfoSWMM, InfoSWMM 2D, Storm and Sanitary Analysis (formerly StormNet), PCSWMM, SewerGEMS, XP-SWMM, and InfoWorks ICM. Additional experience includes: transportation drainage, floodplains, and open channel hydraulics, including hydrologic calculations, storm sewer design, inlet spacing, culvert and bridge hydraulics, scour calculations and stream stability evaluations, floodplain and floodway evaluations, and 2D modeling.

Stormwater Collection System Modeling, City of Grand Rapids, MI. 2017–present. Hydraulic Engineer. Oversaw development of a stormwater collection system model for the entire City, which covers more than 45 square miles with 500 miles of storm sewer and open channels to convey stormwater to larger watercourses. A flow monitoring plan including 70 flow meters was developed to implement for use in model calibration of flow volume, rate, and depth. Radar rainfall was used to create temporal and geographic distribution for the model calibration.

Rodman Family Housing Supplemental Stormwater Management Concepts, Rock Island Arsenal, Rock Island, IL. 2017–2018. Lead Hydraulic Engineer. Developed an EPA-SWMM model to evaluate the discharge for the 95th percentile, 98th percentile, 2- and 10-year events from a proposed housing development to confirm LEED status for stormwater design. Preliminary stormwater management included three bioretention facilities designed to retain runoff from events up to the 98th percentile rainfall and a decrease peak flows discharged to the downstream ditch for up to the 10-year design storm. Project completed within six months.

M-153 (Ford Road) Reconstruction I-275 to Sheldon Road, Michigan Department of Transportation, Canton, MI. 2019–present. Hydraulic Engineer. Completed drainage design for two miles of an urban 6-lane roadway that was being converted from an undivided road to a boulevard.

Dorr Street Drainage Design, Lucas County, OH. 2017–2018. Lead Hydraulic Engineer. Assisted with drainage design for

the reconstruction of Dorr Street at I-475. Drainage primarily consisted of storm sewer and detention. Hydraulic impacts of two proposed culvert extensions on permanent watercourses within a FEMA-designated flood hazard area (Zone AE) were also evaluated. Project completed within eight months.

M-24 Harriet Street to Davison Lake Road, Michigan Department of Transportation, Oxford, MI. 2015. Hydraulic Engineer. Assisted with the design of a storm sewer and open channel drainage system for 4 miles of divided highway. Project completed within two months.

State Highway Administration Stormwater Management Concept Design, Montgomery and Carroll Counties, MD. 2016. Lead Technical Engineer. Led concept design for 10 stormwater best management practices to control runoff and pollutant loads (primarily phosphorus and total suspended solids) from impervious areas within the State Highway Administration's right-of-way on a tight schedule (8-week design) with continuously changing design standards as the client worked to create design standards for future projects. Work included 8 bioretention practices, 1 bioswale, and 1 submerged gravel wetland. Project completed within six months.

M-3 Road Reconstruction, Michigan Department of Transportation, Roseville, MI. 2013. Hydraulic Engineer. Reviewed proposed storm sewer design for 1.5-mile segment of M-3, a divided urban roadway, as part of a road reconstruction project. Design included 560 proposed drainage structures (catch basins and manholes) and 33,000 feet of proposed storm sewer between 12 and 36 inches in diameter. Project completed within four months.



PROJECT ENGINEER

Chris Diehl, PE

EDUCATION:

MEng, Civil Engineering, University of Louisville, 2004

BS, Civil Engineering, University of Louisville Speed Scientific School, Louisville, 2003

REGISTRATIONS/CERTIFICATIONS:

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

NASSCO PACP and MACP Certification, No. U-210-10180

OFFICE LOCATION:

Louisville, Kentucky

TOTAL YEARS OF EXPERIENCE:

18

YEARS WITH TETRA TECH:

16

Mr. Diehl is a professional engineer serving on sanitary sewer rehabilitation, H&H modeling, 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 H&H modeling software and GIS software, including HEC-HMS, HEC-RAS, HEC-GeoRAS, xpswmm, InfoSWMM, InfoWorks, AutoCAD Civil 3D, and ArcGIS. He has experience in floodplain and floodway modeling, mapping, and permitting projects around Kentucky and southern Indiana.

Walhampton Stormwater Improvements, Lexington-Fayette Urban County Government, KY. 2015. Design and construction administration of 900 feet of 36 inch storm sewer, 300 feet of 54 inch storm sewer, and a detention basin with a volume of approximately 80,000 cubic feet. The goal of the project was to reduce street and home flooding that had occurred since the early 1970s. Nine homes had a history of flooding, along with street flooding that temporarily made the streets impassable. The work involved H&H modeling of the stormwater system, surveying, assessing the physical condition of the storm sewers, identifying alternative solutions, attending public meetings, preparing design drawings and specifications, and providing periodic inspections during construction.

Dobbins Airfield Stormwater, USACE Louisville District, Dobbins Air Reserve Base, GA. 2019. The Stormwater System project aims to reduce flooding and standing water through grading and rehabilitation of the existing stormwater system. To support this effort, an AutoCAD C3D and InfoSWMM model was built of existing and proposed conditions, demonstrating peak attenuation impacts due to proposed modifications. Mr. Diehl served as the technical lead on the hydraulic model and performed reviews of the drainage analysis and rehabilitation plans.

Cherry Bayou & Todd Branch Stormwater Modeling, City of Memphis, TN. 2019. Developed an InfoSWMM model of the 3,200-acre Cherry Bayou and 5,100-acre Todd Creek watershed within the City of Memphis. The models were developed as part of the citywide Stormwater Master Planning

Program to evaluate the entire stormwater drainage system and identify improvement opportunities to help alleviate flooding. A report was prepared that identified areas within the existing system that lack hydraulic conveyance capacity and recommended improvements to alleviate the flooding issues. Recommendations included offline and inline storage, and increased hydraulic conveyance capacity.

Danby Corners Federal Emergency Management Agency Letter of Map Revision, Lexington-Fayette Urban County Government, KY. 2008. 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. A LOMR application was prepared and submitted to FEMA based upon 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, KY. 2007. Reduced 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.



PROJECT ENGINEER

Ryan Rathfon, EIT

EDUCATION:

BS, Architectural Engineering, Drexel University, 2010

REGISTRATIONS/CERTIFICATIONS:

Engineer in Training, Kentucky

OFFICE LOCATION:

Lexington, Kentucky

TOTAL YEARS OF EXPERIENCE:

8

YEARS WITH TETRA TECH:

2

Mr. Rathfon's project experience includes site civil and structural designs for municipal projects; light manufacturing; power plants; and commercial and educational facilities.

Rental Car Facility, Blue Grass Airport, KY. 2018. Resident Project Representative. Performed daily job site observations, inspections, documentations, and digitally archived photos of construction progress for the construction of three new rental car facilities and site preparation activities that involved 36.5 acres and 100,000 CY of earth work. Assured all site construction, building construction, and utility installation activities were in accordance with project plans and specifications. Facilitated communication between the Owner, Design Team, and Contractor.

West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. 2016-Ongoing. Project Engineer and Construction Administrator. Wet weather storage facility and improvements to the headworks of the existing treatment plant, including new screening facilities, new grit facilities, 70 MGD influent pump station, 70 MGD wet weather pump station, two 20 MGD storage tanks, recycle pump station, upgrades to the nonpotable water system, and all associated piping and electrical.

Solar Field Site Plans, Florida Power and Light, FL. 2018-2019. Design and modeling of site plan for a three-square mile solar field, produced grading, site, basin drainage, erosion and sediment control plans and details for environmental permitting and bidding.

Individual Experience, Evansville Christian High School, IN. 2015-2016. Project Engineer and Civil Designer. Design and modeling of site features for the new high school, including extension of sanitary main, stormwater detention pond design, storm sewer, site grading, new entrance drive design, and design of utility service for the new facility. Assisted in submitting plans to local municipality for approval.

Coal Combustible Residuals Treatment Building, E. W. Brown Power Plant, Confidential Client, Harrodsburg, KY. 2016. Project Engineer, Civil Designer, and Structural Designer. Design and modeling of site features for the new facility. Included

pumps, conveyors, filters, and electrical equipment for the plant's upgraded coal combustibles residuals treatment (CCRT) process. Responsibilities included designs for site grading, storm sewer, sanitary sewer, domestic water, and underground process piping. Assisted in modeling of structural components of the facility.

82,000 SF Warehouse and Office Space, Brenntag AG, Houston, TX. 2015. Project Engineer and Civil Designer. Assisted with site design and modeling for an 82,000 SF warehouse, adjacent office space, and 10,000 SF open-air chemical storage warehouse. Included a new stormwater detention pond, stormwater piping and structures, site grading, new loading dock and parking layout, truck scale traffic layout, and site utility routing, including sanitary sewer, domestic water, and fire protection water lines.

Raw Water Inlet Silo, Midwest Fertilizer, Inc., Mount Vernon, IN. 2014-2015. Project Engineer, Civil Designer, and Structural Designer for the design of a raw water intake silo and associated piping from the fertilizer plant to the silo situated on the Ohio River. Provided 3D modeling and construction plans and details for intake silo, structural elements of electrical substation, and piping from the silo to the main plant utilizing Revit and Civil3D. Structural modeling of adjacent structure housing electrical equipment for the project. Assisted with the design for routing of raw water intake and effluent discharge piping. Assisted with permitting applications for river construction (U.S. Army Corps of Engineers) and railroad pipeline occupancy (CSX).

Railroad Siding, Berry Plastics, Inc., Evansville, IN. 2013-2014. Project Engineer, Civil Designer. Design of new rail siding at a plastic manufacturing facility. Included layout and profile design of new railroad switch and siding, existing utility relocation, and layout for traffic pattern adjustments. Assisted with approval submittal to the railroad authority (CSX).



DESIGNER

W. Dean Vittitoe

EDUCATION:

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

REGISTRATIONS/CERTIFICATIONS:

Certificate in Board Drafting, 1994

OFFICE LOCATION:

Lexington, Kentucky

TOTAL YEARS OF EXPERIENCE:

22

YEARS WITH TETRA TECH:

13

Mr. Vittitoe has experience designing stormwater, water main, sewer, water, wastewater, roadway, airport, desalination plants, water/sewer plant layout, railway, municipal planning, surveying, earthen dam, architecture, private site development, and utility infrastructure. He has served as senior CADD technician, planner, instructor, plan reviewer, IT manager, survey/GPS coordinator, and GIS coordinator.

Also, he uses Civil3D, AutoCAD, Land Development Desktop, ArcView GIS, ArcMap, MicroStation, and AutoCAD Map, and is capable of programming in Autolisp, Diesel, and Arx applications and can perform AutoCAD customizing. He is skillful in base map creation/maintenance and is knowledgeable in Autodesk Civil, Survey, LDDT, and Civil 3D.

Walhampton Stormwater Improvements, Lexington-Fayette Urban County Government, KY. 2015. Design and construction administration of 900 feet of 36 inch storm sewer, 300 feet of 54 inch storm sewer, and a detention basin with a volume of approximately 80,000 cubic feet. The goal of the project was to reduce street and home flooding that had occurred since the early 1970s. Nine homes had a history of flooding, along with street flooding that temporarily made the streets impassable. The work involved H&H modeling of the stormwater system, surveying, assessing the physical condition of the storm sewers, identifying alternative solutions, attending public meetings, preparing design drawings and specifications, and providing periodic inspections during construction.

Rental Car Facility, Blue Grass Airport, Lexington, KY. 2018. Design and construction services for a new 14-acre rent-a-car facility that included vehicle stacking lanes, fueling positions and storage, car wash bays, and maintenance bays for the vehicles. Tetra Tech prepared the stormwater management plan and civil site plans. All existing utilities, including water, sewer, electric, cable, and gas, were relocated from their existing locations and rerouted to the new facilities.

West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. February 2015–Present. Project Manager. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70 MGD influent pump station, 70 MGD wet weather pump station, two 20 MG storage tanks, recycle pump station, upgrades to the nonpotable water system, stormwater management facility, and all associated piping and electrical.

Wolf Run Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. 2014–Present. Project Manager. Design and construction of a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping.

Southwest 6 and 7 Utility Extension Program, City of Cape Coral, FL. 2012–2015. Designer. Expansion of the City's water, wastewater, and irrigation systems to a 4-square-mile area south of Pine Island Road. Mr. Vittitoe's project role involved value engineering, wastewater, and irrigation systems' design, permitting, and construction management. The project includes over 200 miles of potable water, wastewater collection, wastewater transmission, and irrigation utility piping; 18 lift stations; and a stormwater canal pumping station to supplement reclaimed water during high-demand periods.

Deltona 11th Avenue and Access Road and Utilities for Eastern WWTP, Deltona, FL. 2013. Designer. Utility improvements associated with the construction of a roadway and public utility transmission mains in the 11th Avenue right-of-way and on the wastewater reclamation facility property between SR 415 and the future treatment facility. Design consisted of installing water main, force main, and reclaimed water main. The design generally consisted of paralleling: 1,650 feet 12-inch water main; 2,850 feet 20-inch reclaimed water main; and 2,850 feet of 20-inch force main, including directional drilling 1,200 feet 14-inch water main beneath a stream.

Legends Park Infrastructure Assessment, Memphis Housing Authority, Memphis, TN. 2008. Designer. 40-acre, mixed-use urban redevelopment subdivision with water main, sewers, and roadway.



SECTION 4: Clients for Which Similar Work has been Performed

CLIENT	SIMILAR PROJECTS COMPLETED
<p>Mr. Charles H. Martin, PE LFUCG Director of the Division of Water Quality (859) 425-2400 chmartin@lexingtonky.gov</p>	<ul style="list-style-type: none"> ● Walhampton Stormwater Improvements ● Firethorn Extended Detention Basin Improvements ● Program Manager for the Stormwater Consent Decree and MS4 Permit Compliance ● Stormwater Manual Update (2016) ● Vaughn's Branch Flood Mitigation ● Danby Corners FEMA Letter of Map Revision ● Southland Drive Drainage Study ● Expansion Area 2 Stormwater Master Plan ● Detention Basin Maintenance Program
<p>Mr. Gregory S. Lubeck, PE, CFM Stormwater Section Manager LFUCG Division of Water Quality (859) 258-3446 glubeck@lexingtonky.gov</p>	
<p>Ms. Jennifer Carey, PE MS4/Water Quality Section Manager LFUCG Division of Water Quality (859) 425-2482 jcarey@lexingtonky.gov</p>	
<p>Mr. Mark Day, PE 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 and 2, Stormwater Management Facilities ● Rental Car Facility Stormwater Management Plan
<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>Mr. Evan Boulanger, PE Senior Design Engineer City of Memphis Engineering Division (901) 636-6700 evan.boulanger@memphistn.gov</p>	<ul style="list-style-type: none"> ● 140-acre Todd Branch Study Area ● New model development included 45.5 miles of storm drainage system, 1,085 nodes, 304 catchments (average size 16.9 acres), and 31 road crossings/culverts ● Public outreach and meetings, data collection, topographic surveying, GIS mapping, hydrology and hydraulic modeling with InfoSWMM, model development/calibration, alternatives development, and a comprehensive report that included a series of prioritized and phased recommendations



SECTION 5: Similar Design Services Projects

PROJECT NAME, DATE, SERVICES PROVIDED	PROJECT DESCRIPTION, PROJECT CONSTRUCTION COST
<p>Lexington, KY - 2015 Walhampton Stormwater Improvements Public Engagement, H&H Modeling, Surveying, Design, Construction</p>	<p>Developed H&H model of a 500-acre watershed. Evaluated multiple alternatives to reduce flooding in a 40-year old residential subdivision. Designed 1,200 feet of 36"-54" storm sewers and an 80,000-cubic-foot detention basin. In addition, two homes were bought and removed from the floodplain. The work involved H&H modeling of the stormwater system, surveying, assessing the physical condition of the storm sewers, identifying alternative solutions, attending public meetings, preparing design drawings and specifications, and providing periodic inspections during construction.</p> <p>Construction Cost - \$1.4M</p>
<p>Lexington, KY - 2019 Firethorn Extended Detention Basin Improvements Public Engagement, Modeling, Design Services</p>	<p>Design of improvements to alleviate chronic standing water in an extended detention basin in a residential area. The work involved H&H modeling, meeting with property owners, and preparing construction drawings to remove the existing sand filters and replace them with rock filters.</p> <p>Construction Cost Estimate - \$70,000</p>
<p>Lexington, KY - 2018 Rental Car Facility, Blue Grass Airport Design and Construction Services</p>	<p>Design and construction services for a new 14-acre rental car facility that included vehicle stacking lanes, fueling positions and storage, car wash bays, and maintenance bays for the vehicles. Tetra Tech prepared the stormwater management plan and civil site plans. All existing utilities, including water, sewer, electric, cable, and gas, were relocated from their existing locations and rerouted to the new facilities.</p> <p>Construction Cost - \$12M</p>
<p>Grand Rapids, MI - 2017 Stormwater Collection System Modeling Stormwater Modeling</p>	<p>Development of a stormwater collection system model for the entire City, which covers more than 45-square miles with 500 miles of storm sewer and open channels to convey stormwater to larger watercourses. A flow monitoring plan that included 70 flow meters was developed for the City to implement for use in model calibration of flow volume, rate, and depth. Radar rainfall was used to create temporal and geographic distribution for the model calibration.</p> <p>Construction Cost - Currently in Modeling Stage</p>
<p>Lucas County, OH - 2018 Dorr Street Drainage Design Design of Stormwater Sewers</p>	<p>Drainage design for the reconstruction of Dorr Street at I-475. Drainage primarily consisted of storm sewer and detention. Hydraulic impacts of two proposed culvert extensions on permanent watercourses within a FEMA-designated flood hazard area (Zone AE) were also evaluated.</p> <p>Construction Cost - \$20M</p>
<p>Memphis, TN - 2014-Present Todd Creek Drainage Master Plan Public Engagement, H&H Modeling, Alternatives Development</p>	<p>Developed H&H model of the 5,140-acre Todd Branch Study Area. Conducted public engagement, data collection, topographic surveying, GIS mapping, H&H modeling with InfoSWMM, model development/calibration, alternatives development, and a comprehensive report that included a series of prioritized and phased recommendations.</p> <p>Construction Cost Estimate - \$47M</p>



PROJECT NAME, DATE, SERVICES PROVIDED	PROJECT DESCRIPTION, PROJECT CONSTRUCTION COST
<p>Dobbins Air Reserve Base, GA - 2019 USACE Louisville District Stormwater Improvements</p>	<p>The project aims to reduce flooding and standing water through grading and rehabilitation of the existing stormwater system. To support this effort, an AutoCAD C3D and InfoSWMM model was built of existing and proposed conditions, demonstrating peak attenuation impacts due to proposed modifications.</p> <p>Construction Cost – \$5.5M</p>
<p>Lexington, KY - 2007 Vaughn's Branch/Sugar Mill Stormwater Improvements (Wolf Run Watershed) Public Engagement, Modeling, Surveying, Design, Construction</p>	<p>Developed H&H model of 9-square miles of the Wolf Run watershed. Evaluated multiple alternatives for reducing flooding. Designed a 7-acre detention basin, replacement of four culverts, channel widening, and bank stabilization that reduced the flood levels in 27 structures. Prepared a FEMA Letter of Map Revision. Prepared state and federal permit applications. Received merit award from the American Public Works Association.</p> <p>Construction Cost – \$2.1M</p>
<p>Lexington, KY - 2005 Southland Drive Drainage Study Public Engagement, Problem Identification</p>	<p>Conducted public engagement of 98 property owners along Southland Drive in the Wolf Run Watershed to determine the nature/extent of flooding and alternatives to reduce flooding.</p> <p>Construction Cost Estimate – \$3M</p>
<p>Michigan DOT - 2013-2019 Roadway Design Design of Storm Sewers, Culverts, and Open Channels</p>	<ul style="list-style-type: none"> ● M-153 (Ford Road) Reconstruction I-275 to Sheldon Road, Canton, MI, 2019. Drainage design for nearly two miles of an urban 6-lane roadway that was being converted from an undivided road to a boulevard. Construction Cost – \$30M ● US-24 (Telegraph Road) Reconstruction Grand River Avenue to M-102, Detroit, MI, 2019. Drainage design for more than a mile of an urban 6-lane roadway that included both storm and combined sewers. Construction Cost – \$15M ● M-24 Harriet Street to Davison Lake Road, Oxford, MI, 2015. Design of a storm sewer and open channel drainage system for 4 miles of divided highway. Construction Cost – \$18M ● University Drive over I-75 Diverging Diamond Interchange, Auburn Hills, MI, 2015. Design of a storm sewer and open channel drainage system for a new intersection and approximately one mile of University Drive as part of a design/build project. Design included new storm sewers to meet the City and Michigan Department of Transportation (MDOT) standards, new culverts, and detention to prevent increases in the peak flow rate during the 50-year design storm. Construction Cost – \$25M ● M-3 Road Reconstruction, Roseville, MI, 2013. Evaluation of a proposed storm sewer for a 1.5-mile segment of M-3 as part of a road reconstruction project. Design included 560 proposed drainage structures (catch basins and manholes) and 33,000 feet of proposed storm sewer between 12 and 36 inches in diameter. Construction Cost – \$33M



SECTION 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	18	7
Local Office	Lexington, KY	1999	18	7
PM Location	Lexington, KY			

SUBCONSULTANT				
Integrated Engineering	Surveying	2006	38	
Headquarters	Lexington, KY	2006	31	6
Local Office	Lexington, KY	2006	31	6

* Tetra Tech's Lexington office meets the definition of "headquarters" as defined in the RFP (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 RFP: "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

ESTIMATED PERCENT OF WORK PERFORMED IN LOCAL OFFICES

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



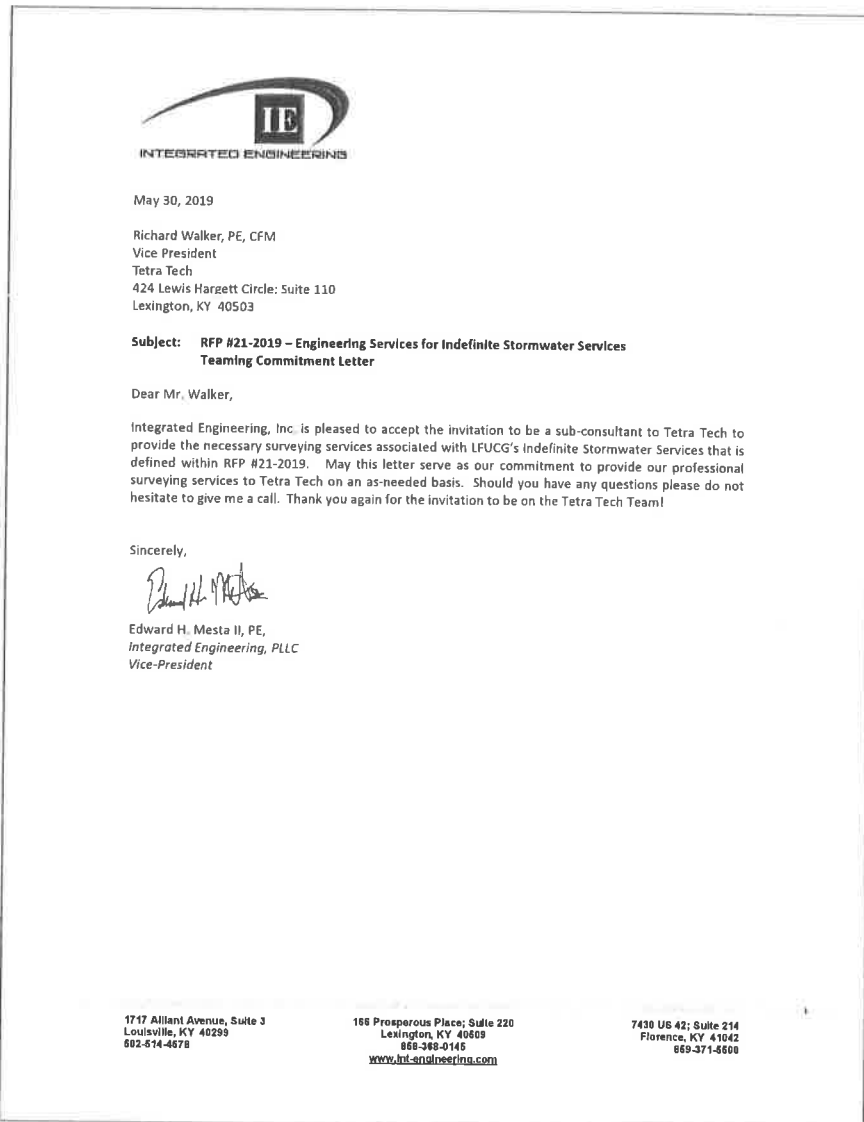
SECTION 7: Disadvantaged Business Enterprise (DBE) Involvement

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

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

Tetra Tech plans to use Integrated Engineering for surveying on this project to meet LFUCG's DBE participation goal of 10%.

FIRM	LOCATION ADDRESS	SCOPE TO PROVIDE	MBE/WBE DESIGNATION
Integrated Engineering	166 Prosperous Place, Suite 220 Lexington, KY 40509	Surveying	MBE





SECTION 8: Statement of Hourly Rates

JOB CLASSIFICATION	HOURLY RATE
Tetra Tech	
Project Manager	\$195
Project Engineer 1	\$95
Project Engineer 2	\$120
Project Engineer 3	\$150
Senior CAD Designer	\$125
Clerical	\$70
Integrated Engineering	
Professional Land Surveyor (PLS)	\$115
Engineering Technician	\$95
Two Person Field Crew (Party Chief & Instrument Person)	\$170
Robotic Crew (Party Chief & GPS/Robotic Equipment)	\$140

Following is a list of expected reimbursable expenses:

- Out-of-Pocket Expenses: At cost



ADDENDUM #1

RFP Number: #21-2019

Date: May 31, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

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

TO ALL PROSPECTIVE SUBMITTERS:

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

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



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #21-2019

Date: June 3, 2019

Subject: Engineering Services for Stormwater Management Indefinite Services

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

TO ALL PROSPECTIVE SUBMITTERS:

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

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tetra Tech, Inc.

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

SIGNATURE OF BIDDER: Richard W. Walker



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.

Tetra Tech's Affirmative Action Plan can be found at the end of this section. Please note that this Plan is confidential and is not for public viewing.

AFFIDAVIT

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

1. His/her name is Richard W. Walker, PE, CFM 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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	295	232	39	4	2	3	0	1	0	11	3	1	0	0	0	251	44
Professionals	4686	2339	1208	269	121	129	79	6	1	219	158	9	8	95	45	3066	1620
Superintendents																	
Supervisors	1120	699	262	38	13	15	11	2	0	35	1	6	8	13	8	806	314
Foremen																	
Technicians	1107	665	124	135	24	50	4	7	1	53	15	3	1	27	1	930	177
Protective																	
Para-																	
Office/Clerical	510	43	249	22	65	11	52	0	4	6	36	0	3	2	3	84	426
Skilled Craft	122	77	2	26	0	7	0	0	0	7	0	1	0	2	0	120	2
Service/Maint	2710	521	291	93	46	662	969	1	2	8	8	10	7	42	50	1337	1373
Total:	10550	4653	2175	587	271	1148	1115	17	8	339	221	30	27	181	107	6594	3956

Prepared by: Larna Bentley, Human Resources Generalist Date: June / 7 / 2019

(Name and Title)

Revised 2015-Dec-15

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

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

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

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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran -owned Small Businesses 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:

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 21-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering 166 Prospective Place, Suite 220 Lexington, KY 40509 (859) 368-0145 <u>eddie@int-engineering.com</u>	MBE	Surveying	To Be Determined When a Task Order is Issued	10%
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.

Tetra Tech, Inc.
Company
June 7, 2019
Date

Richard W. Walker, PE, CFM
Company Representative
Vice President
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____ N/A

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 21-2019

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Tetra Tech, Inc.	Contact Person Richard W. Walker, PE, CFM
Address/Phone/Email 424 Lewis Hargett Circle, Suite 110 Lexington, KY 40503 859.223.8000 richard.walker@tetrattech.com	Bid Package / Bid Date RFP #21-2019 Engineering Services for Stormwater Indefinite Services/June 7, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
1. Integrated Engineering 166 Prospective Place, Suite 220 Lexington, KY 40509	Eddie Mesta, PE	(859) 368-0145 eddie@int-engineering.com	May 30, 2019	Surveying	Email	To be determined when a task order is issued	MBE/	No

(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, PE, CFM
Company Representative

June 7, 2019
Date

Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP 21-2019

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 and Veteran-Owned 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 and Veteran-Owned businesses 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

 X Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

 Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

 X Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

 Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses 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.

 X Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

 Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

 X Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at anytime 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.

- 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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/29/2019

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tetra Tech, Inc. 424 Lewis Hargett Circle Suite 110 Lexington KY 40503 USA	INSURER A: Lexington Insurance Company	
	INSURER B: Zurich American Ins Co	
	INSURER C: American International Group UK Ltd	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570076412139 **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	
B	<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: _____			GL0181740600	10/01/2018	10/01/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1857085-00	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2018	10/01/2019	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC254061600	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A N/A			WC185708700	10/01/2018	10/01/2019	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	<input checked="" type="checkbox"/> Env Contr Prof			028182375	10/01/2017	10/01/2019	Each Claim	\$1,000,000
							Aggregate	\$2,000,000
							SIR applies per policy terms & conditions	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP #21-2019, Engineering Services for Stormwater Indefinite Services. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Lexington-Fayette Urban
 County Government
 Division of Central Purchasing
 Room 338, Government Center
 200 East Main Street
 Lexington KY 40507 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGZH

Certificate No : 570076412139



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-00	10-01-2018	10-01-2019	10-01-2018	75272000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2017

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

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 the contact at such entity,

and 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 such Certificate Holders.

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.

PRIVILEGED AND CONFIDENTIAL

**AFFIRMATIVE ACTION PROGRAM
FOR
WOMEN & MINORITIES**

Tetra Tech, Inc



CONFIDENTIAL TRADE SECRET MATERIALS
(Not for distribution except on a need-to-know basis.)

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

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

DESIGNATION OF RESPONSIBILITY

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

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

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

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

ORGANIZATIONAL PROFILE

41 CFR Section 60-2.11

Organizational Display

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

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

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

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

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

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

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

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

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

PLACEMENT GOALS - COMPARING INCUMBENCY TO AVAILABILITY

41 CFR Section 60-2.15

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

ACTION ORIENTED PROGRAMS

41 CFR Section 60-2.17(c)

Tetra Tech, Inc develops these action-oriented programs to correct any problem areas identified in the Identification of Problem Areas 41 C.F.R. Section 60-2.17(b) and to attain established goals and objectives.

THE SELECTION PROCESS

1. At least annually, a detailed analysis of position descriptions is conducted to ensure that they accurately reflect position functions.
2. Job requirements are validated by division, department, location or other appropriate organizational units. Special attention is given to academic, experience, physical, and skill requirements to ensure that the requirements themselves do not constitute inadvertent discrimination. Job specifications are free from bias in regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disabled or veteran status, except where there is a bona fide occupational qualification. Job requirements are validated when the number of individuals from a particular race or gender group is disproportionately selected as determined by Impact Ratio studies.
3. Position descriptions and specifications are distributed to recruiting sources and members of management involved in the recruiting, screening, selection, and promotion processes.
4. Selection processes are evaluated at least annually to ensure that they are nondiscriminatory.
5. Individuals who have a role in the selection process are chosen with special care given to their qualifications for such roles and are provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

RECRUITMENT

Any one or all of the following techniques are used to improve recruitment and increase the flow of minority or female applicants:

1. Linkage with recruiting sources, which may include briefing sessions, plant tours, presentations by minority and female employees, and full descriptions of appropriate job openings and the selection process;
2. Encouragement of minority and female employees to refer qualified applicants;
3. Inclusion of women and minorities on the personnel staff;
4. Minority and female participation in career days, youth motivation programs and other similar programs in the community;
5. Minority and female participation in "job fairs;"
6. Active recruiting at various training institutions, especially those that have high minority and female enrollments; and
7. Expansion of help-wanted advertising to include the minority news media and women's interest media.

PROMOTIONS

INTERNAL AUDIT AND REPORTING SYSTEMS
41 CFR Section 60-2.17(d)

Monitoring and reporting procedures are developed to evaluate the extent to which the goals of the affirmative action program are being met. Tetra Tech, Inc takes the following measures:

1. Information on race and sex is obtained when an application for a position is submitted.
2. An Adverse Impact (Impact Ratio) Analysis is performed when sufficient data exists on applicants, hires, promotions, and terminations to ensure compliance with the Uniform Employment Selection Guidelines.
3. Any training programs are analyzed regularly to eliminate potential discrimination in participation rates.
4. Any tests administered are routinely analyzed to uncover potential discrimination in grading scores or test results.
5. Compensation practices are reviewed at least annually for wage discrepancies.
6. The Availability Analysis for women and minorities is reviewed and good faith placement goals are established when necessary.
7. Progress toward established goals is reviewed at least annually for possible adjustments to employment practices.
8. Internal reporting is prepared as needed to determine why goals were not met.
9. Results of the affirmative action program are reviewed with all levels of management.
10. Top management is informed on a regular basis of the effectiveness of these policies and any recommendations for improvement.

RELIGION AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES
41 CFR Section 60-50

Tetra Tech, Inc reaffirms its policy to afford equal employment opportunity to all individuals. Neither national origin nor religion is a factor in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure that religion and national origin are not used as a basis for employment decisions:

1. Employment practices are reviewed to ensure that members of particular religious and/or ethnic groups are given equal employment opportunities.
2. All employees, including supervisors, managers, and executives are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
3. Recruitment sources are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
4. Internal procedures exist to implement equal employment opportunity without regard to national origin or religion.

NONDISCRIMINATION

41 CFR Section 60-50.5

Tetra Tech, Inc does not discriminate against any qualified employee or applicant because of race, color, sex, sexual orientation, gender identity, age, disabled, or veteran status in implementing the policy concerning nondiscrimination based on religion or national origin