

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2013

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

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

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703
MICHAEL J. HALL & COMPANY
HALL & COMPANY
19660 10TH AVENUE N.E.
POULSBO WA 98370

CONTACT NAME: **MICHAEL J. HALL & COMPANY**
PHONE (A/C, No, Ext): **(360) 598-3700** FAX (A/C, No): **(360) 598-3703**
E-MAIL ADDRESS:

INSURED
Vision Engineering LLC
3399 Tates Creek Rd Ste 250
Lexington, KY 40502-7401

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Atlantic Specialty Insurance Company	27154
INSURER B :	Hartford Casualty Insurance Co.	29424
INSURER C :	Sentinel Insurance Company	11000
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 176403 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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/ OCP/ BFPD <input checked="" type="checkbox"/> Separation of Insureds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			52SBAVY7223	08/24/12	08/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52SBAVY7223	08/24/12	08/24/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52WECKO5238	02/15/12	02/15/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE-EA EMPLOYEE \$ 100,000 E.L. DISEASE-POLICY LIMIT \$ 500,000
A	Professional Liability Claims Made Form			DPL131812	03/05/12	03/05/13	\$1,000,000 Per Claim \$2,000,000 Aggregate

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

Project/Job Name: RFP # 33-2012 Category 2

CERTIFICATE HOLDER

CANCELLATION

LFUGG
Division of Water Quality
Lexington Fayette Urban County Government
1254 Lisle Industrial Ave. Ste 180
Lexington, KY 40511
Attention: Jeffrey Rice

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

Geoff Bollert

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

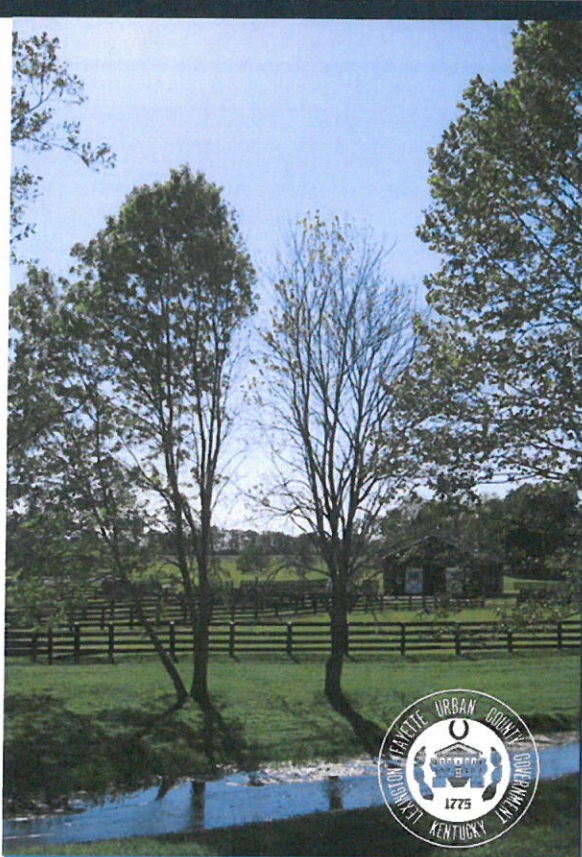
AND RELATED MATTERS

proposal

Professional Engineering Services
for

**RFP #33-2012
CATEGORY 2**

Lexington Fayette County Urban Government



November 2012

**VISION
ENGINEERING**

URS

Professional Engineering Services for **RFP #33-2012
CATEGORY 2**

proposal

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Section 1 | LETTER OF TRANSMITTAL



3399 Tates Creek Rd, Ste 130
Lexington, Kentucky, 40502
Phone: (859) 559-0516
Fax: (859) 559-0523

November 13, 2012

Division of Central Purchasing
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: RFP # 33-2012 Category 2
RFQ for Professional Engineering Services

Dear Purchasing Official:

Vision Engineering in conjunction with **URS Corporation** is pleased to present to you this proposal to provide Professional Engineering Services for the above referenced project. Our firm is dedicated to providing quality service in the area of sanitary sewer systems and has a proven efficient and cost effective approach. Vision Engineering is a local DBE firm located only in Lexington, Kentucky. Given our past experience and expertise, we believe that we are highly qualified to provide the services requested by the Lexington Fayette Urban County Government required of this proposal for the following reasons:

1. **Local and national experience.** Our team comprehensive experience helps LFUCG with both standard and highly complex technical challenges. Our Team has the know-how to help LFUCG overcome virtually any engineering challenge.
2. **Proven ability to meet strict Consent Decree deadlines.** Our Project Team routinely works under Strict deadlines. Our Team understands what is at stake for LFUCG and we will work hard to prove ourselves as the most responsive, effective team available.
3. **Unmatched resources to meet the most demanding challenges.** Drawing from our national practice, Our Team offers LFUCG dozens of technical specialists with experience across the entire scope of work. We offer multiple, independent design teams to execute a substantial volume of simultaneous projects, if desired by LFUCG.

We very much appreciate this opportunity to submit our qualifications and look forward to assisting you on this project. Please contact us if you have any questions.

Sincerely,
Vision Engineering

Jihad A. Hallany, P.E.
Principal
Jhallany@visionengr.com

Section 2 | **FIRM QUALIFICATIONS**

Our Team consists of Vision Engineering, URS Corporation, and CSI consulting (geotechnical engineering as needed).

VISION ENGINEERING:

Vision Engineering is local DBE firm located in Lexington since 2003 specialized in environmental and water resources engineering. Since inception, Vision Engineering has been involved in a variety of innovative projects in the areas of stormwater management, water quality, and sanitary sewer system.

URS CORPORATION:

URS Corporation is a 107-year-old, publicly owned corporation providing professional planning, design, environmental, construction, and operations services around the globe. URS Corporation is also a recognized leader in the field of design, particularly in the field of infrastructure design in the United States and beyond. *Engineering News-Record* ranks URS the second largest firm in overall design, first largest in green design, and fourth largest in sewer/wastewater.

Our team had been selected jointly and separately on numerous water resources projects including sanitary sewer replacement, extension, and I/I reduction. Our mission as a team is to provide LFUCG with unsurpassed engineering services by:

- » Meeting the schedule for the Remedial Measures Plans (RMPs).
- » Producing innovative and quality work
- » Meet LFUCG expectation and goals
- » Completing projects on time and within budget, maintaining effective communication between the design team and LFUCG's representative.

And we can achieve these goals by:

- » Defining the scope of project, schedule, and budget from the initial meeting with LFUCG representative.
- » To data collection and evaluation
- » To explore different design options with LFUCG with detail cost estimate for each option
- » To oversee and acquire necessary easement
- » To update LFUCG about project progress
- » To oversee Quality Control and Quality Assurance.

Understanding of Your Needs:

Our team had reviewed and studied the list of Category 2 projects and based on your need we have assembled a team of professionals that can provide the type of project experience and expertise needed. Key features of our team experience in the sanitary sewer system design and I/I reduction are highlighted above:

The team had served clients throughout Kentucky providing wide range of infrastructure design, environmental, and other services including wastewater engineering. Our Team will be managed and overseen by our project Manager Jihad A. Hallany, located in Vision's Lexington headquarters.

Knowledge of Services Related to Category 2:

Knowledge and experience considerations for design disciplines will vary according to the project awarded but include site/ civil, geotechnical, environmental, permitting, etc. following is an example of potential scope items and key consideration for each:

Team Qualifications:

- » **Local and national experience.** Our team comprehensive experience helps LFUCG with both standard and highly complex technical challenges. Our Team has the know-how to help LFUCG overcome virtually any engineering challenge.
- » **Proven ability to meet strict Consent Decree deadlines.** Our Project Team routinely works under Strict deadlines. Our Team understands what is at stake for LFUCG and we will work hard to prove ourselves as the most responsive, effective team available.
- » **Unmatched resources to meet the most demanding challenges.** Drawing from our national practice, Our Team offers LFUCG dozens of technical specialists with experience across the entire scope of work. We offer multiple, independent design teams to execute a substantial volume of simultaneous projects, if desired by LFUCG.

Contract Scope of Work

Key Considerations and Knowledge Required

Alignment Options	» Evaluate alternative designs due to site specific needs and environmental Impacts
Easement Acquisitions	» Essential for success of the project
Environmental Permitting	» Comprehensive review of required permits for inclusion of features in design » Early coordination with regulatory agencies to facilitate approvals » COE and KDOW permitting
Civil and Stormwater	» Proper stormwater drainage for pre- and post-construction of the facilities » Experience to provide proper access and entry for LFUCG's maintenance & removal of equipment » Compliance with BMPs needed for permitting activities and long term compliance at each site
Geotechnical	» Experience and knowledge of local site conditions » Development of an effective drilling and laboratory program
Cost Estimating	» Provide value engineering(VE) services for project cost control » Access to current and historic cost data for pump stations and storage tanks
Services During Construction	» Experienced personnel for program reports/administration » Prompt review of claims and disputes arising during construction » Local experience & knowledge to enable effective dealing with local contractors and suppliers » Complete record drawings of the constructed assets » Experienced on-site general & resident project representation

Vision and URS Team:

As previously mentioned, Vision Engineering and URS corporation has been selected jointly on numerous water resources projects. The Upper and Lower Slickaway project in Frankfort, for the replacement of 4,550 linear feet of 24 inch sanitary sewer and associated ties-in is one of these projects, where John Ricketts with URS lead the design and Vision Engineering provided support in the area of survey, plats, easement acquisition, and resident observation. Other project included the Kentucky Division of Water, Statewide FEMA Risk Map Updates, where Jihad Hallany with Vision Engineering lead the Hydrological/Hydraulic model for Fayette and Union County, and URS Corporation provided QA/QC Support.

Other key projects of the Team are the Kentucky Transportation Cabinet and Louisville MSD MS4 permit, where URS is the lead and Vision is providing assistance.

Table 2-1 AREAS OF PROFESSIONAL PRACTICE for Vision Engineering

WATERSHED MANAGEMENT	ENVIRONMENTAL	GIS	
» Erosion & Sediment Control	» Modeling & Treatment of First Flush	» GIS Applications/ Inventory	
» GIS/Water Quality Modeling	» Carbon Sequestration	» Spatial Analysis	
» Hydrology & Hydraulic	» 401/404 Permits	» Mapping	
» Flood Plain & Flood Way Detention	STREAM RESTORATION		
» Detention /Retention	» Natural Channel Design Concept.	SURVEY	
» GIS / Stormwater Modeling	» 401/404 Permitting	» Boundary Survey	
WATER WASTEWATER		» Easement Acquisitions	
» Sanitary Sewer Design	» Mitigation/ In-lieu Fees	» Legal Description	
» GIS/Sanitary Sewer Modeling	CIVIL SITE DEVELOPMENT		
» Water Distribution / GIS	» Commercial Sites	CONSTRUCTION OPERATIONS	
» Pump Station Design	» Residential Subdivisions	» Scheduling	
» Water Storage	» Construction Supervision & Surveying	» Shop Drawing Reviews	
» Field Testing & Calibration		» Resident Representatives	
» Water Line Extension		» Construction Management	
» Master Plans			

Section 3 | **PROJECT TEAM**

The organizational structure for our Team is graphically depicted below and described in this section. We have assembled a team of partner firms and professionals that worked together on multiple projects and share our understanding of the nature of these projects and the importance of the overall Consent Decree to LFUCG.

RELEVANT EXPERIENCE OF PROPOSED TEAM MEMBER:

The next few paragraphs present brief descriptions of our key Team leaders and the experience and qualifications they bring to benefit your program. The resumes of these key leaders are included at the end of this section.

Mr. Jihad Hallany, P.E. located in Vision's Lexington, KY headquarter, will serve as a Project Manager for the Team for assignments under Category 2. Mr. Hallany is the principal of Vision Engineering with over 13 years of experience and will be involved on day to day basis and will be LFUCG'S point of contact. Mr. Hallany is keenly aware that time is of the essence for the Remedial Measures Plans (RMPs) and the

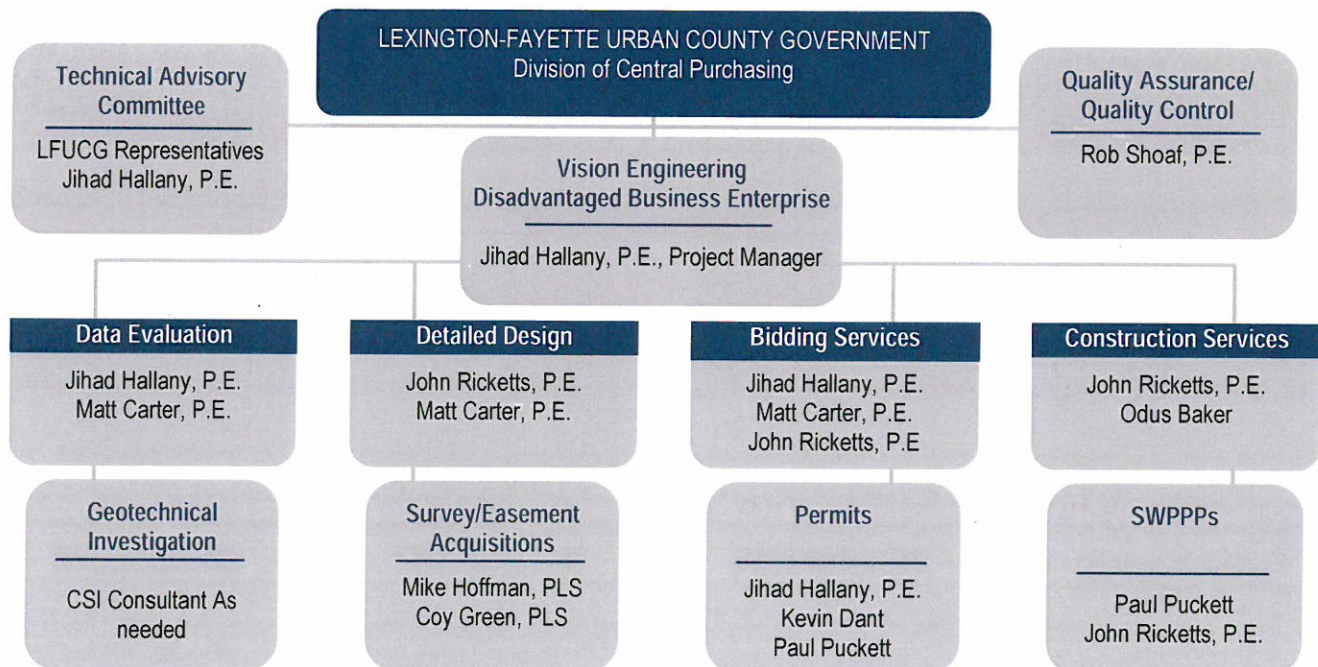
potential negative environmental, financial, and public outcomes for not completing the RMPs as prescribed.

Matt Carter, P.E. a lead design engineer for Vision, be lead engineer in data evaluation, preliminary and detail design, bidding, and construction administration services. Matt has more than 16 years of experience. Recent Sewer experience is the extension of 6,400 linear feet of 8 and 12" sanitary sewer for Oxford Farm in Georgetown.

John Ricketts, P.E, is a lead design engineer for URS working from Versailles and URS's Louisville Office. He has over 25 years of design and construction services and just completed design of Upper and Lower Slickaway project in Frankfort the replacement of 4,550 linear feet of 10 and 18 inch sanitary sewer with 24 inch sewer.

Mike Hoffman will assist in easement acquisitions, plats, and legal descriptions. Mike has over 35 years of experience in surveying projects, we do understand the importance of easement acquisitions to the success and the time essence for RMP's.

Figure 3-1 PROJECT TEAM ORGANIZATION CHART



RISK MANAGEMENT

Continuous project management can significantly impact a project's success, so it is a legitimate concern for any owner. The Project Manager appointed to this assignment is a Principal with the firm. His ownership in the company ensures that he will be there from beginning to end, and will not pass your project off to junior professionals. The dedication of senior management is just another way Vision Engineering separates itself from the competition.

Years of Experience: 13

Education

MS, 2009, Biosystems & Agriculture, University of Kentucky
BS, 1997, Civil Engineering, Water Resources and Structural, University of Kentucky

Professional Qualifications

Professional Engineer:
Kentucky # 22838
Indiana # 10403666
Ohio # 69566

**Jihad A. Hallany, P.E., Principal
Principal-in-Charge/Project Manager**

PROFESSIONAL SUMMARY.....

Mr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. His specialization is in water resources, environmental design, and geographic information system (GIS) applications. Mr. Hallany has extensive experience in modeling, design, construction of public and private development, as well as regulatory compliance.

REPRESENTATIVE PROJECTS.....

- » Project Manager for Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2010). The scope of work consists of the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex, bidding, construction administration, inspections, construction staking, and final record plat with dedicated easements.
- » Project Manager for Yorick Place Sanitary Sewer replacement, Richmond (2012): The project includes the replacement of 1,200 linear feet of 12 inch sanitary sewer and associated lateral line. Scope of services included, construction administration, inspection, construction staking, and final record plat with easement.
- » Project Manager for Murphy's Lane Sanitary Sewer Improvement, Wilmore (2010): The project consists of the construction of 2,200 linear feet of 8 inch sanitary sewer and ties in 22 residents to gravity sewer and eliminates existing septic tanks.
- » Big wood Sanitary Sewer Extension, Morehead (2010): The scope of work consists of the extension of 9,100 linear feet of 8 inch sanitary sewer along Little Brushy Creek in Rowan County.
- » Project Manager for Brooklane Estate, Georgetown (2007): The scope of service consists of the extension of 4,200 linear of 8 inch sanitary sewer to serve the Brooklane Estate Subdivision.
- » Project Manager for Wooldridge Development, Versailles (2008). This project includes the extension of 20,500 linear feet of 8" and 21" sanitary sewer and associate lateral line for 519 single family and multifamily units and 52,000 SF of commercial. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers
- » Project Manger for Hallmark Development, Lexington (2012). The project includes the extension of 1,450 linear feet of 8 inch sanitary sewer and associated service line to serve 608 beds student housing complex (11 buildings) located at 843 South Broadway, Lexington.
- » Project Manager for the Links at Ducker's, Frankfort (2006). The scope of services consists of extending 3,400 linear feet of 8 inch sanitary sewer to serve 91 units duplex (276 beds). The Links at Ducker's drains to Buena Vista pump station that drains to Ducker's Point pump station, which drains to Industrial Park pump station, then to Bon Air pump station. The scope of service also included the evaluation of the impact of the development on each of the four pump stations.
- » Project Manager for Cedar Village Development, Versailles (2006). The scope of services consists of extending 9,400 linear feet 8 inch sanitary sewer line for 124 single family lots.
- » Project Manager for Morgan County Board of Education: on-site treatment system for capacity of 650 students. The system consists of primary and secondary treatment capability. Primary treatment is rock filter (9,000 GPD) with recirculation capability (20/80), 5,000 gallons dozing tank, and (63 GPM duplex pump). The secondary treatment is 2 phase process. Phase 1 is 14,000 gallons dozing tank with duplex pump station (55GPM) and Arkal filters, second phase is 32,000 LF of drip disposal system divided into 2 different zones.

Years of Experience : 16

Education:

University of Kentucky - B.S. Civil Engineering, 1994
University of Tennessee, Knoxville, Tennessee - Bachelor of Arts in Urban Studies, 1989

Registration:

Professional Engineer:
Kentucky (PE#21056), WV, TN, and NC.

Matthew B. Carter, P.E.

Project Manager

PROFESSIONAL SUMMARY.....

Mr. Carter is a project manager at Vision Engineering since 2004 with experience in the areas of site development, sanitary sewer, construction inspection, as well as regulatory compliance.

REPRESENTATIVE PROJECTS.....

- » Project Manager for Oxford Village, Georgetown (2009): This project includes the extension of 6,400 linear feet of 8" and 10" sanitary sewer and associate lateral line for 304 single family and 249 multifamily units. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers.
- » Served as assistant project manager for Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2010). The scope of work consists of the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex, bidding, construction administration, inspections, construction staking, and final record plat with dedicated easements.
- » Serves as assistant project manager for Wooldridge Development, Versailles (2008). This project includes the extension of 20,500 linear feet of 8" and 21" sanitary sewer and associate lateral line for 519 single family and multifamily units and 52,000 SF of commercial. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers
- » Served as assistance project Manager for Murphy's Lane Sanitary Sewer Improvement, Wilmore (2010): The project consists of the construction of 2,200 linear feet of 8 inch sanitary sewer and ties in 22 residents to gravity sewer and eliminates existing septic tanks.
- » Project Manager for Sir Barton Office Park, Lexington, (2010): The scope of services includes the extension of 1,200 linear feet of 8 inch sanitary sewer.
- » Project Manager for Forest Brook Development, Wilmore (2009): The scope of services consists of the extension of 31,500 linear feet of 8" and 10" sanitary sewer to serve 661 single and multi-family residential subdivisions.
- » Project Manager for Cedar Creek, Berea (2003). The scope of services consists of extending 9,600 linear feet of 8 inch sanitary sewer to serve 276 single family and multi-family and 12.5 acres of commercial properties.
- » Project Manager for Reserve at Andover, Lexington (2009): The scope of service consists of extending 1,600 linear feet of 8 inch sanitary sewer and associated service line to serve single family residential.
- » Project Manager for the RED Mile Village, Lexington (2009): The scope of service consists of the extension of 1,400 linear feet of sanitary sewer to serve 534 beds for an apartment complex. Scope of services includes bidding, inspection, construction administration, and final record plat.

Years of Experience: 35

Education:

BA, 1972, Psychology, Wesleyan College

Professional Qualifications

Professional Land Surveyor,
(L.S. 2586) Kentucky

Michael H. Hoffman, PLS
Survey Manager

PROFESSIONAL SUMMARY.....

Mr. Hoffman has more than 35 years of experience in engineering / survey projects. He is responsible for overseeing Vision Engineering's survey department and correlating with the design team. Typical projects Mr. Hoffman completed including ALTA, boundary, legal description, final record plats, and easement acquisition. Mr. Hoffman utilizes conventional systems as well as global positioning system (GPS) technology.

REPRESENTATIVE PROJECTS.....

Easement acquisitions, Plat, and Legal descriptions.

- » Project Manager for Slickway Sewer Improvement Phase I (2010) and Phase II (2011), Frankfort.
- » Project Manager for East Fork Little Sandy No. 5, Louisa (2011).
- » Project Manager for Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2010).
- » High Point Golf Course, waterline extension, Nicholasville (2010).
- » Project Manager for Yorick Place Sanitary Sewer replacement, Richmond (2012).
- » Union Mill Waterline Extension, Nicholasville, (2008).
- » U.S. Army Corps of Engineers (USACE), Boundary Survey of Rough River State Park, Kentucky
- » Project Manager for Oxford Village, Georgetown (2009).
- » USACE, Boundary Survey for Olmstead Wildlife Area, Kentucky

Years of Experience: 12

Coy H. Green
Field Chief

PROFESSIONAL SUMMARY.....

Mr. Green is responsible for running one of Vision Engineering's survey crews. He has 12 years of experience operating surveying equipment (Robotic Total Station and GPS Hiper Lite+) and 4 years of experience running survey crews. Typical projects Mr. Green completes include topographic, utilities survey, construction staking, as-built drawings, and Federal Emergency Management Agency (FEMA) surveys per Schedule M Specifications.

REPRESENTATIVE PROJECTS.....

- » Kentucky Division of Water (KDOW) Statewide FEMA Risk Map Update, global positioning system (GPS) field collected data for detail and limited detail per FEMA Schedule M for culverts, bridges, dams, and reservoir in Fayette, Boyd, Greenup, and Union County, Kentucky
- » College Street Stormwater Improvement- Elizabethtown, Kentucky
- » Licking River FEMA Risk Map Update, Kenton County, Kentucky
- » Buck Creek-Pulaski County, Kentucky
- » Hatchery Creek-Pulaski County, Kentucky
- » Hamburg East Stormwater Study-Lexington, Kentucky
- » Freeman Creek and College Street Stormwater Improvement, City of Elizabethtown, Kentucky
- » Licking River FEMA Risk Map Update, Kenton County, Kentucky



John K. Ricketts, PE

Project Manager/Design Lead

Overview

Mr. Ricketts is a project manager and water resources specialist in URS' Louisville Office, but regularly works from his home in Versailles. He has over 25 years of experience in the water quality, stormwater management, NPDES permitting, and wastewater treatment and collection fields. Mr. Ricketts' experience ranges from studies through preliminary and final design, bidding services, and services during construction.

Project Specific Experience

Slickaway Sewer Improvements Frankfort, Kentucky

Senior Design Engineer

Mr. Ricketts was the senior designer for both the Lower Slickaway and Parkside (Upper Slickaway) projects, which included the abandonment of an 18" sewer, design of new 24" sewer and numerous tie-ins. He is serving as the senior lead for the construction administration services.

Hawkins Steel Watershed Improvements Project Elizabethtown, Kentucky

Project Manager and Senior Design Engineer

As the Project Manager, Mr. Ricketts lead his team in the preliminary and final design of this project, which consisted of a retention basin and channel and culvert improvements in this unique watershed that drains into a cave system. The retention basin is required to hold the stormwater from the upper reaches of the watershed to allow the cave system to drain to reduce downstream flooding. The preliminary design effort led to final design of the improvements downstream of the basin, which he also managed.

Kentucky Erosion Prevention and Sediment Control (KEPSC) Training Project Manager

Spearheaded the development of and continues to be a main instructor for the KEPSC Inspector qualification program, including the re-qualification program.

SWPPP Development, Multiple Locations Tennessee Valley Authority

Technical Lead

As the technical lead, he prepared SWPPPs for multiple TVA construction projects across Alabama, Kentucky, and Tennessee. During this time he trained young engineers in the preparation of SWPPPs.

Wastewater System Design Services Montgomery, Alabama

Project Engineer

Project engineer on the design and services during construction for several wastewater pump stations and collection system projects in Montgomery.

Areas of Expertise

- Project Management
- Municipal Stormwater Management
- NPDES Permitting
- Watershed Management
- Wastewater Treatment
- Wastewater Collection and Conveyance
- Construction Management

Years of Experience

- With URS: 2+ Year
- With Other Firms: 23+ Years

Education

- MS Civil Engineering/ University of Illinois
- BS/Civil Engineering/ University of Illinois

Registration/Certification

- Professional Engineer/ AL/#17907
- Professional Engineer/ KY/#23086
- Professional Engineer/ TN/#108504
- KEPSC Qualified Inspector/#0007
- URS Certified Project Manager



Robert Shoaf, P.E.

Quality Assurance/Quality Control

Education

BS/Civil
Engineering/1991/The Ohio
State University

Registrations

1996/PE/Ohio/E-60002
1998/Certified Water Works
Operator – Class III/Ohio/3-
98-050

Overview

Mr. Shoaf has experience in a wide variety of water and wastewater projects. His design background consists of water and wastewater treatment plant design/optimization, wastewater treatment plants, and gravity and pressure collection systems.

Project Specific Experience

Wastewater Treatment Plant and Sanitary Sewer System, New Straitsville, Ohio, Project Manager

The sanitary sewer system includes 26,850 lf of 8-inch sanitary sewer, 120 manholes, 4,750 lf of 6-inch sanitary force main, one pump station, and 20 grinder pump stations. The system was sized to treat 0.10 mgd average daily flow and has the capacity available for growth within the Village for the next 20 years. The project was funded by USDA/Rural Development (formerly Farmers Home Administration), Ohio Public Works Commission and the Ohio Department of Development.

Wastewater systems Privatization Program Support, Beaufort-Jasper Water & Sewer Authority, Beaufort County, south Carolina, Support Engineer

Our key work for MCRD Parris Island included design, permitting assistance, and CM of a 2.5 mgd pump station and 2.5 mgd precast post-tensioned concrete storage facility, including an odor control system and 35,000 lf of 16 inch force main (trenchless installation of 6,500 lf). Our major work at MCAS featured design, permitting, and CM for upgrading a 1.5 mgd pump station and installing an odor control system and 36,000 lf of 12 to 18 inch force main (including HDDS).



Kevin Dant, MBA

Permitting Lead

Overview

Mr. Dant has been with URS for five years leading projects and environmental compliance activities. Prior to joining URS he was the Environmental Coordinator for KYTC District 5. In addition, Mr. Dant has experience in UST management and remediation.

Project Specific Experience

NEPA Services, Louisville Metro, Project Manager

Mr. Dant was a key reason URS was selected to provide the first NEPA services contract to Metro Louisville. Under this agreement he assisted in the screening documentation for the Beechmont Fire Station. In addition, Mr. Dant prepared CE documentation for the bridge projects recommended for replacement as part of the Bridge Inventory project.

Spill Prevention and Pollution Control Plans-SPCC, Kentucky Department of Aviation, Team Leader

Mr. Dant assisted in the development of 41 SPCC plans for the Kentucky Department of Aviation-General Aviation airports. Mr. Dant served as a primary QA/QC officer for the project.

Storm Water Assessment, Kentucky Transportation Cabinet, Project Manager

Coordinated and managed the delivery of an evaluation of KPDES compliance at General Aviation Airports throughout Kentucky. As part of the evaluation URS evaluated pollutant sources from activities conducted at airports. URS prepared a draft permit for coordination with KDOW and presented the concerns of the Department of Aviation to KDOW.

Areas of Expertise

NEPA Compliance and
Review
Environmental Coordination
Environmental Compliance

Years of Experience

21 + Years

Education

BS/Geography/University of
Louisville
MBA/University of Louisville

Training

KEPSC-Certified Inspector
Section 7 Compliance and
Consultation with USFWS
Habitat Assessment-EISA
Environmental Justice
NEPA Documentation

Section 4 | LIST OF CLIENTS

Client	Contact	Project
Richmond Utilities	Mr. Scott Althaus, General Manager 300 Hallie Irvine Street Richmond, KY, 40475 (859) 623-2323 salthaus@RICHMONDUTILITIES.com	<ul style="list-style-type: none"> » Robinson Terrace Sanitary Sewer Replacement and I/I reduction » Yorick Place Sanitary Sewer Replacement
Grand Campus Place	Mr. Ed Worley 119 South Collins Street Richmond, KY 40475 (859) 200-4462 ed.worley@wgtky.com	<ul style="list-style-type: none"> » Yorick Place Sanitary Sewer Replacement
Morehead Utility Plant Board	Mr. Mike Nickell 135 South Wilson Avenue Morehead, KY 40351 (606) 784-4305 mnickell@mupb.com	<ul style="list-style-type: none"> » Big Wood Sanitary Sewer Extension
Hamburg Place	Mr. Warren Witt 2517 Sir Barton Way Lexington, KY 40509 (859) 321-5799 warrenwitt@hamburgplace.com	<ul style="list-style-type: none"> » Sir Barton Park office Sanitary Sewer Extension
Forest Creek, LLC	Mr. James Kelly (859) 619-4653 james@vomhausekelleman.com	<ul style="list-style-type: none"> » Murphy's Lane Sanitary Sewer Improvement
Cedar Village, LLC	Mr. Bill Nave 160 Morgan Street Versailles, KY 40383 (859) 219-3177 billpatehma@sbcglobal.net	<ul style="list-style-type: none"> » Cedar Village Subdivision Sanitary Sewer Extension
Oxford Place, LLC	Mr. Doug Smith 134 East Main Street Georgetown, KY 40324 (502) 863-1733	<ul style="list-style-type: none"> » Oxford Village Sanitary Sewer
City of Frankfort Sewer Department	Robert Peterson, PE Deputy Director of Collections 502-875-2448 bpeterson@frankfort.ky.gov	<ul style="list-style-type: none"> » Parkside Development Sanitary Sewer Re-alignment » Lower Slickaway Sewer Replacement and I/I Reduction Project
City of Frankfort Sewer Department	Robert Peterson, PE Deputy Director of Collections 502-875-2448 bpeterson@frankfort.ky.gov	<ul style="list-style-type: none"> » Parkside Development Sanitary Sewer Re-alignment » Lower Slickaway Sewer Replacement and I/I Reduction Project

Section 5 | **SIMILAR DESIGN SERVICES**



01 City of Richmond | Robinson Terrace Sanitary Sewer
Richmond, Kentucky

Mr. Scott Althausser, General Manager Richmond Utility, 300 Hallie Irvine Street, Richmond, KY | (859) 624-0805

Vision Engineering was selected to provide design, bidding, construction administration, inspection, and final record for Robinson Terrace subdivision, a high density apartment complex of 576 beds. The project included the following:

- » Replacement of 3,800 linear feet of 8 inch sanitary sewer.
- » Construct 25 sanitary sewer manholes.
- » Replacement of 68- 6" sanitary lateral and cleanouts.

Total Construction Cost \$ 440K

02 Grand Campus Properties | Yorick Place Sanitary Sewer Replacement
Richmond, Kentucky

Mr. Ed Worley, 119 South Collins Street, Richmond, KY | (859) 200-4462

Vision Engineering was selected to provide the design, construction administration, inspection, and final record plat for Yorick Place Apartment complex. The project included the following:

- » Replacement of 1,200 linear feet of 12 inch sanitary sewer.
- » Construct 4 sanitary sewer manholes.
- » Replacement of 4- 6" sanitary lateral and associated cleanouts.

Total Construction Cost \$ 43K

03 Morehead Utility Plant Board | Big Wood Sanitary Sewer Extension
Morehead, Kentucky

Mr. Mike Nickell, 135 South Wilson Avenue, Morehead, KY | (606) 784-4305

Big Wood sanitary sewer extension consists of extending 9,100 linear feet of 8 inch sanitary sewer line along Little Brushy Creek.

SERVICES PROVIDED

- Final Design
- Bidding Assistance
- Construction Administration
- Inspection
- Final Record Plat

SERVICES PROVIDED

- Final Design
- Inspection
- Final Record Plat

SERVICES PROVIDED

- Final Design
- Permitting (COE/DOW)



04



05

04 D & E Inc | Wooldridge Development

Versailles, Kentucky

John Woodall, Woodall Construction, 1332 Cahill Drive, Lexington KY | (859) 233-2909

Wooldridge Development is a mixed used development which consists of 519 single and multi-family residential developments with 52,000 square feet for commercial use. The Scope of Services provided by Vision Engineering included the following:

- » Extension of 20,500 linear feet of 8 and 21 inch sanitary sewer.
- » Construction of 98 sanitary sewer manholes.
- » Construction of 4 and 6 inch lateral lines with associated cleanouts.

Total Construction Cost: \$973K

SERVICES PROVIDED

- Final Design
- Inspection
- Final Record Plat

05 City of Frankfort Sewer Department | Slickaway Sewer Improvement Phases I & II

Frankfort, Kentucky

Robert Peterson, PE Deputy Director of Collections, City of Frankfort Sewer Department | (502) 875-2448

URS, in conjunction with Vision Engineering, was selected by the City of Frankfort for the Parkside Sanitary Sewer Improvement Upper and Lower Slickaway sanitary sewer improvement and I&I reduction. The project included the following:

URS Services:

- » Replacement of approximately 4,550 linear feet of 10 and 18 inch sanitary sewer with 24 inch sanitary sewer.
- » Construction of 19 sanitary sewer manholes.
- » Construction of numerous tie-ins.
- » Permitting and coordination with CSX railroad, RJ Corman, USFWS, KDOW, COE, and KYTC.

Vision Engineering Services:

- » Surveying and Utility contact.
- » Preparation of plat and acquisition of easement.
- » Full time resident observation.

Total Construction Cost: \$1.3M

SERVICES PROVIDED

- Design
- Bidding
- Construction Administration
- Resident Observation

Section 6 | **LOCAL OFFICE**

Firm		Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ Projects
VISION ENGINEERING (Prime Contractor)	Headquarters	Lexington, KY	2003	10	5
	Local Office	Lexington, KY	2003	10	5
	PM Location	Lexington, KY			
URS (Subconsultant)	Headquarters	San Francisco, CA	1951	57,000	0
	Local Office	Louisville, KY	1994	84	5
	PM Location	Versailles, Louisville, KY			
CSI (Subconsultant As Needed)	Headquarters	Lexington, KY	2009	41	10
	Local Office	Lexington, KY	2009	37	10
	PM Location	Lexington, KY			

WORKFORCE ANALYSIS FORM.....

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	4	2						2		4	
Superintendents											
Supervisors											
Foremen											
Technicians	5	5								5	
Protective Service											
Para-Professionals											
Office/Clerical	1								1		1
Skilled Craft											
Service/Maintenance											
TOTAL:	10	7						2	1	9	1
Prepared by:	Jihad Hallany, Office Manager										

Section 7 | **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Vision Engineering is a DBE firm meeting all requirements of the Lexington Fayette Urban County Government. We are fully committed to meeting the goals required for this project.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vision Engineering, LLC 3399 Tates Creek Road Suite 130 Lexington, Kentucky 859-559-0516 859-333-8015 jhallany@visionengr.com	Vision Engineering, LLC		50%

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

Vision Engineering

Company

Jihad Hallany

Company Representative

November 13, 2012

Date

Principal

Title

AFFIRMATIVE ACTION PLAN.....

Vision Engineering practices Equal Opportunity in recruiting, hiring and promoting.

Section 8 | **HOURLY RATES**

VISION ENGINEERING

Job Classification	Vision Engineering	URS
Principal	\$105.0	\$170.0
Project Manager	\$105.0	\$135.0
Project Engineer (PE)	\$80.0	\$85.0
Project Engineer (EIT)	\$70.0	\$73.0
Engineering Technician/CAD Technician	\$60.0	\$58.0
Survey Crew	\$105.0	
Clerical	\$75.0	

Mileage: IRS approved amount

Printing Shipping, Outside Consultant: Actual Cost



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFQ for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: Vison Engineering

ADDRESS: 3399 Tates Creek Road, Suite 130, Lexington, Kentucky

SIGNATURE OF PROPOSER: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2012

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

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

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703
MICHAEL J. HALL & COMPANY
HALL & COMPANY
19660 10TH AVENUE N.E.
POULSBO WA 98370

CONTACT NAME: MICHAEL J. HALL & COMPANY		
PHONE (A/C, No, Ext): (360) 598-3700	FAX (A/C, No): (360) 598-3703	
E-MAIL ADDRESS:		
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Atlantic Specialty Insurance Company	27154
INSURER B :	Hartford Casualty Insurance Co.	29424
INSURER C :	Sentinel Insurance Company	11000
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Vision Engineering LLC
3399 Tates Creek Rd Ste 250
Lexington, KY 40502-7401

COVERAGES

CERTIFICATE NUMBER: 172677

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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/ OCP/ BFPD <input checked="" type="checkbox"/> Separation of Insureds GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			52SBAVY7223	08/24/12	08/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52SBAVY7223	08/24/12	08/24/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52WECKO5238	02/15/12	02/15/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE-EA EMPLOYEE \$ 100,000 E.L. DISEASE-POLICY LIMIT \$ 500,000
A	Professional Liability Claims Made Form			DPL131812	03/05/12	03/05/13	\$1,000,000 Per Claim \$2,000,000 Aggregate

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

Project: RFP#33-2012 RFQ for Professional Engineering Services

CERTIFICATE HOLDER**CANCELLATION**

LFUCG-Division of Water Quality (DWQ)
200 East Main Street
Lexington, KY 40507

Attention: Todd Slatin

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

Geoff Bollert

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

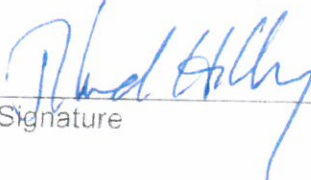
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according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

B. At Will Termination

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

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

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



Signature

November 13, 2012
Date

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

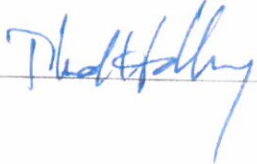
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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

Jihad Hallany
Signature



Vision Engineering
Name of Business

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jihad Hallany on this the 12th day of November, 2012.

My Commission expires: 11/21/2015

Jessica Pierahild #455135
NOTARY PUBLIC, STATE AT LARGE

EXHIBIT D

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

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

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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