

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/26/2012

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Co	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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	INSURER F:														

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570048533669 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 INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GEC001076111	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Contractual Liability						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY			AEC001075811 ADS AEC001719509 MA	01/01/2013 01/01/2013	01/01/2014 01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> Property Damage to						
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED	RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD943516307 All Other States RWR943516707 WI	01/01/2013 01/01/2013	01/01/2014 01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						

Certificate No : 570048533669

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

RE: Project No. 66019742.0001, Category 2 (Dig and Replace Pipeline Projects) Professional Engineering Services Program. Lexington-Fayette Urban County Government is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Lexington-Fayette Urban County Government but only to the extent required by written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

Lexington-Fayette Urban County Government Attn: Jeffrey Rice 125 Lisle Industrial Ave., Suite 180 Lexington KY 40511 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>
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	E-MAIL ADDRESS:		
INSURED ARCADIS U.S., Inc. 630 Plaza Drive, Suite 100 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570048533681** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Professional & Pollution SIR applies per policy terms & conditions	06/01/2012	06/01/2013	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 66019742.0001, Category 2 (Dig and Replace Pipeline Projects) Professional Engineering Services Program.

CERTIFICATE HOLDER

CANCELLATION

Lexington-Fayette Urban County Government Attn: Jeffrey Rice 125 Lisle Industrial Ave., Suite 180 Lexington NY 40511 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>
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Holder Identifier:

Certificate No : 570048533681

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



Lexington-Fayette Urban County Government

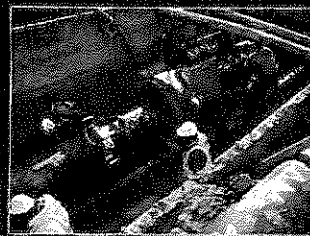
ORIGINAL

Statement of Qualifications

Professional Engineering Services

Category 2: Dig and Replace Pipelines

RFP #33-2012



November 2012 | 660.197.42.0001

Imagine the result





The Water Division of ARCADIS

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

Malcolm Pirnie, the Water Division
of ARCADIS.

2644 Fortune Drive
Suite 170
Lexington, KY 40509
Tel 859-253-9036
Fax 859-253-9136
www.arcadis-us.com

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

WATER DIVISION

Dear Purchasing Director:

Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS) currently has an office of 25 professionals in Lexington, KY. With our core business as a backdrop, and our current presence in Lexington, we would like to add capabilities in our local office, which in turn, means adding staff in our Lexington office. We plan to launch and support this effort from our surrounding offices to create a sustainable practice in Lexington.

Date:
November 13, 2012

Contact:
Chris Weber, PE

Phone:
859.253.9036

We understand the needs of Lexington-Fayette Urban County Government (LFUCG) for Category 2: Dig and Replace Pipeline Sanitary Sewer Projects, as we have been providing similar services across the county for more than 100 years. We have been conducting similar projects for Kentucky Clients with the same regulators for more than 30 years. Our subconsultants, Integrated Engineering and CSI are both located in Lexington. Integrated Engineering (a DBE firm) has also worked on projects with LFUCG's Division of Water Quality the past few years, including sanitary sewer replacements, storm water studies and residential flood-proofing projects.

Email:
Chris.weber@arcadis-us.com

Our ref:
66019742.0001

We trust that our qualifications display our ability to provide the services that you need from a world-class, locally positioned consulting engineer who specializes in water resources and infrastructure projects similar to the work you are requesting in category 2.

Sincerely,

ARCADIS U.S., Inc.

Chris Weber, PE
Vice President

Imagine the result



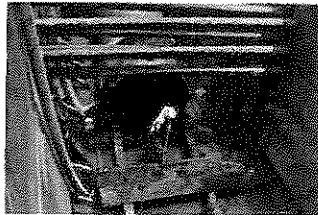
2. Firm Qualifications

Executive Summary

The project for LFUCG involves digging and replacing pipelines. Pirnie/ARCADIS has three key elements available to you:

1. System Knowledge

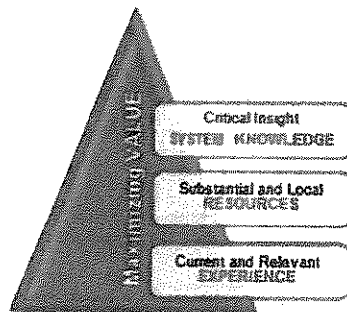
Pirnie/ARCADIS has extensive knowledge in evaluating, designing and constructing sewer pipes. We have strong working relationships with the Metropolitan Sewer District of Greater Cincinnati (MSDGC), City of Lancaster, Ohio and the Nashville Metro Water Services. We are specialists in understanding a project's needs and furnishing the appropriate management, engineering and technical staff. Our knowledge of the range of issues related to the sewer system encompasses aspects of constructability, operability and effective management of sewer flows.



2. Resources

Matt Boone, our project manager has been involved in numerous collection system improvement projects. He brings significant pipeline experience and technical leadership to the project. Matt is a Kentucky native and is in the process of relocating to Kentucky. He will be available in our Lexington office to manage projects and is in the process of obtaining his Kentucky PE by endorsement.

We have assembled a project team with the necessary experience and expertise to successfully address the challenges associated with this project. As further demonstrated in this document, Pirnie/ARCADIS has proven through similar work and performance that we are agile and flexible. We are specialists in promptly identifying a project's needs and



furnishing the appropriate management, engineering and technical staff. Our subconsultants, Integrated Engineering and CSI, are both located in Lexington. Integrated Engineering (a DBE firm) has also worked on a number of projects with LFUCG's Division of Water Quality the past few years. Integrated Engineering is currently one of the eight engineering consultants selected to LFUCG's original IDIQ contract for sanitary and storm sewer projects.

3. Experience

Pirnie/ARCADIS has been involved in the design and construction of collection and conveyance systems for more than 100 years. We have designed sewers in the Midwest and parts of Southern Ohio and Kentucky.

Our firm has planned, designed and constructed hundreds of sanitary sewer lines for municipal, governmental and private industry clients such as the Cities of Newark, Lancaster and Elyria; Metropolitan Sewer District of Greater Cincinnati and Sanitation District No. 1 of Kentucky. Our engineers are current with the latest technology and regulatory requirements, and our facilities are efficient to operate and meet limits imposed by regulation.

Introduction to Pirnie/ARCADIS

Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ ARCADIS), is a nationally recognized consultant, design, engineering and management services firm. Pirnie/ARCADIS employs more than 21,000 people and is one of the world's largest engineering firms active in the fields of water, infrastructure, environment and buildings. In the U.S., our company has 6,200 employees operating within 160 offices nationwide. Pirnie/ARCADIS brings to LFUCG the capabilities of a large diversified firm, but with a profound understanding of local circumstances.

Sewer system and wastewater projects represent a major portion of Pirnie/ARCADIS' work, accounting for approximately half of the Water Division's annual revenues. In the past five years alone, Pirnie/ARCADIS has provided sewer system and wastewater engineering services to more than 260 clients,





working on more than 1,200 wastewater projects throughout the U.S. and abroad. Through these projects, both large and small, we have confronted a wide range of problems and applied many diverse technical solutions. Our clients benefit from the lessons we have learned through this wide-ranging, diverse experience.

Pirnie/ARCADIS has achieved wide recognition for the consistent quality and innovation exhibited by our ideas, plans and designs, and the performance of our completed projects. Throughout most of our history, wastewater collection and treatment has and continues to be our core discipline. Our expertise in this area encompasses plans and management strategies, sanitary and combined sewer system studies, pretreatment requirements, laboratory and pilot studies, process evaluation, collection system and plant detailed design, operations and startup, plant performance troubleshooting, construction administration and resident project representatives.

Pirnie/ARCADIS specializes in planning, design, and construction administration of sewer collections systems. Most of our projects involve work on existing systems, which is more complex than new design because of the need to match existing construction, design around existing utilities, and to maintain flow for treatment during system modification. We have developed considerable skill in developing and analyzing alternatives to provide our clients with innovative and cost-effective solutions.

Subconsultants

Identified MBE/WBE Subs			
Firm	Services	Local Office	M/WBE Status
Integrated Engineering, PLLC	Surveying	✓	DBE
Consulting Services Incorporated	Geotechnical	✓	



Certified as a Disadvantaged Business Enterprise (DBE) with LFUCG, Integrated Engineering, PLLC (IE) was founded by

Harsha Wijesiri in August of 2006. They are an emerging



professional civil engineering and surveying company with experience in diverse disciplines.

Over the past few years Integrated Engineering's local staff has gained a tremendous amount of storm and sanitary design experience with LFUCG's Division of Water Quality on projects that are very similar to many of those outlined in the current Remedial Measures Plan (RMP). These projects include the following:

- Bob O Link Trunk Sewer Replacement (RMP Project #1)
- Cardinal Lane Stormwater Improvements Project (Phases 1 & 2)
- Lexington Mall Sanitary Sewer Replacement
- Cardinal Lane Stormwater Study
- Deep Springs Pump Station Preliminary Design
- Plainview Road / Patchen Woods Subdivision Stormwater Study
- Pine Meadow Road Bank Stabilization Project
- Loch Lomond & Asbury Lane Residential Floodproofing Projects



Consulting Services Incorporated (CSI) is headquartered in Lexington, Kentucky and is ready to serve your needs. Their firm employs approximately 40 team members and our staff of Professional Engineers and ICC-certified special inspectors, have over 300 years of combined experience in geotechnical, construction and materials engineering, testing and IBC special inspection fields.

CSI can provide the following geotechnical and engineering services:

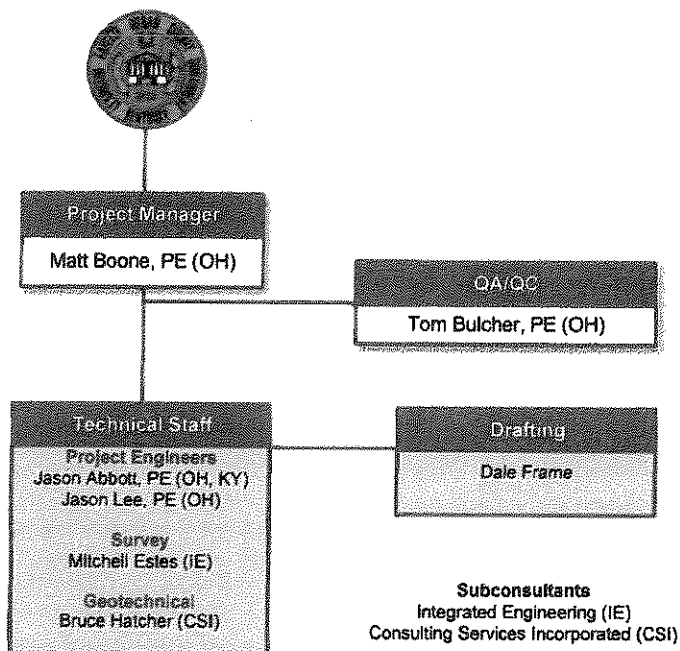
- Geotechnical exploration/soils reports
- Site assessments for permitting/civil design
- Pavement studies and design
- Site specific seismic studies for International Building Code (IBC)
- Geophysical studies
- Soil & rock drilling/sampling

3. Project Team

We employ highly skilled and experienced staff with expertise in all aspects of wastewater conveyance and treatment. For this project, we have carefully assembled key individuals based upon their local knowledge and expertise in a broad range of specialties that may be required to complete various project tasks. Here are some of the attributes of our proposed team:

- In-place management team, with significant experience and a proven track record of consistent performance.
- In-depth experience working on a wide array of tasks associated with all aspects of wastewater collection systems.
- Strong capability in the delivery of expert services. Depth of necessary resources to address both current and future program needs for LFUCG.

Our general organization chart shows how our team is structured with key individuals filling important project roles. Additional staff will be brought in as required for specific assignments.



Current Work Assignments and Available Capacity. Your project will be managed from our Lexington office, with support from our national technical resources and subject-matter experts. Our team is available to begin work immediately upon the notice to proceed for assigned projects. While our team is working on a broad range of projects, we have the available capacity and experienced staff to complete any assigned projects. We can provide a detailed breakdown of workload assignments at your request.

General Project Management Approach

ARCADIS/Pirnie utilizes a customized project management system (PM 2012) that provides for consistency in methodology across all divisions and locations worldwide to set up, plan, monitor and control projects. The system combines industry standards and internal quality best practices to facilitate the delivery of superior consulting services and work products to our clients, regardless of work type or location. The system also provides for data capture to enable consistent short and intermediate business planning, giving our managers a robust view of our scheduled backlog and resource needs.

A web-based portal provides our staff with easy access to project management tools and reports, resulting in no surprises for our clients.

Our project management system incorporates two powerful tools within Microsoft Project to manage projects of varying size and risk level. We manage many projects using the PLAN tool, which employs a simplified process involving task-level planning and input of estimated hours to complete ongoing forecasts. For larger and higher-risk projects, we use PLAN PLUS, which allows for more detailed planning and tracking of hours at the subtask (activity) level.

The benefit of the combination of our widely recognized technical excellence, client-focused project management leadership and standardized project management system is high client satisfaction.





Matt Boone, PE

Project Manager

Mr. Boone's experience includes preparation of preliminary reports, preparation of construction documents, preparation of cost estimates and providing construction administration for wastewater and water treatment facilities. Mr. Boone has performed design for water distribution and wastewater collection systems, pump stations, screening facilities, force mains, gravity sewer systems, and sewer rehabilitation, including cured-in-place pipe rehabilitation. His experience also includes coordinating easement acquisition and coordinating various permits required for construction.

Relevant Projects

- Metropolitan Sewer District of Greater Cincinnati: Lick Run Strategic Sewer Separation / Cincinnati, OH. Responsible for the planning and preliminary design for reduction of stormwater and stream inflow to the combined sewer system for three sub-basins in the Lick Run sewershed. The planning work included alternative development utilizing various gray and green infrastructure, hydrologic and hydraulic modeling and open channel modeling. The evaluation of alternatives included evaluating retrofit detention basins for water quality and water quantity, evaluations of utilizing restored stream channels for stormwater conveyance versus installing new storm sewers, and developing opinions of probable construction costs for each alternative. The preliminary design included the design of storm sewers ranging from 12-inch-diameter to 60-inch-diameter sewers, design of three wetland extended detention basins, stream restoration design, and the production of 30% design drawings for each project area.
- City of Lancaster: Lake/Allen/Maple Sewer Improvement/ Lancaster, OH. Project engineer responsible for the design and construction of approximately 12,100 LF of gravity sewer ranging in size from 6 inches to 18 inches in diameter, approximately 3,700 LF of gravity storm sewer ranging in size from 12 inches to 48 inches in diameter, and cured-in-place

Education
BSCE, Civil Engineering, University of Kentucky
Years of Experience
Total - 10
Location
Lexington, KY and Columbus, OH
Professional Registrations
Professional Engineer (OH, KY Pending)
Certified Construction Documents Technologist
PADI Certified Open Water Diver
Professional Qualifications
Water Environment Federation

pipe lining of approximately 4,100 feet of 60-inch sewer. Included were jacked-in-place pipe, pavement replacement, and other items required to complete the Work.

- City of Lancaster: Upper Hocking Water Pollution Control Facilities / Lancaster, OH. Project engineer assisting in the planning, design, and the preparation of plans and specifications for a new 2.0 mgd membrane bioreactor water pollution control facility. The facility includes off-site influent pumping, screening, equalization, biological nutrient removal, membranes, ultraviolet disinfection. Solids handling includes sludge thickening and dewatering. Responsibilities included the design of an 8 mgd off-site pump station with chemical and biological odor control, coordination of easements, coordination with existing utilities, and collection system improvements.
- Tri-Cities North Regional Wastewater Authority: Sanitary Sewer & Pump Station Improvements / Tipp City, OH. Responsible for the design of a 5,000-gpm pump station that will convey wet-weather flow to a new wet-weather equalization facility and upgrading an existing pump station from 1,000 gpm to 1,700 gpm, including new controls and telemetry. The improvements will reduce sanitary sewer overflows to a 10-year storm event and eliminate basement flooding.
- City of Elyria: Cascade Siphon and Bottleneck Improvements / Elyria, OH. Responsible for design that includes reversing flow through a previously abandoned siphon to reduce sanitary sewer overflows and relieve basement flooding, streambank stabilization, and collection system rehabilitation. The scope of work includes collection system inspection, hydraulic modeling, and completion of construction documents.





Thomas Bulcher, PE, BCEE

QA/QC

Mr. Bulcher is experienced in the preparation of preliminary reports, final plans and specifications, operation and maintenance manuals, and construction administration for wastewater collection and treatment systems. He also provides start-up and operations assistance for a variety of wastewater treatment plants. His particular areas of expertise are in biological treatment process design and sludge treatment and handling.

Relevant Projects

- City of Lancaster: Lake Allen Sewer Separation / Lancaster, OH . Responsible for detail design, construction administration and on-site inspection of the Lake/Allen/Maple Sewer Separation Project. Project included approximately 12,100 LF of gravity sewer ranging in size from 6 inches to 18 inches in diameter, approximately 3,700 LF of gravity storm sewer ranging in size from 12 inches to 48 inches in diameter, and cured-in-place pipe lining of approximately 4,100 feet of 60-inch sewer. Included are all manholes, jacked in place pipe, pavement replacement, and other related work required to complete the work.
- City of Lancaster: Wastewater Interceptor / Lancaster, OH. Responsible for detail design and construction administration for approximately 6,000 feet of 18-inch, 15-inch, and 12-inch sewer lines.
- City of Lancaster: Upper Hocking Water Pollution Control Facilities / Lancaster, OH. Responsible for obtaining NPDES permit for new 2.0 mgd average daily flow treatment facility. Also responsible for the design and construction administration for a new facility including remote pumping, force mains, influent screening equalization, vertical loop reactor for aeration, membrane bioreactors, UV disinfection, step aeration for post aeration, non-potable water system, cannibal solids reduction process, sludge storage, and centrifuge

Education
BSCE, Civil Engineering, University of Cincinnati
MSCE, Civil Engineering, Purdue University
Years of Experience
Total - 34
Location
Columbus, Ohio
Professional Registrations
Professional Engineer (OH)
Board Certified Environmental Engineer
Certified Construction Documents Technologist
Professional Qualifications
Ohio Water Environment Association
Water Environment Federation

dewatering. Standby power is provided at the pump station and water pollution control facility.

- City of Lancaster: Stormwater Utility / Lancaster, OH. Responsible for assisting client with the formation of a new stormwater utility. Work included definition of stormwater needs development of utility organizational structure, development of rate structure, and assistance with utility rules and regulations.
- City of Lancaster: Water Storage Tank and Service Lines / Lancaster, OH. Responsible for detail design, construction administration, and inspection for a 2 mg water storage tank. Project also included 19,000 feet of 16-inch water main and 1,500 feet of 12-inch water main. The 16-inch water line included a 900-foot directional bore under Rt. U.S. 33.
- City of Newark: Licking River Interceptor / Newark, OH. Responsible for detailed design and construction administration for an 8,000-foot, 54-inch-diameter interceptor sewer.
- City of Newark: CSO 1006 and CSO 1013 / Newark, OH. Responsible for detailed design and construction administration for a 3,000-foot, 48-inch-diameter express sewer. Included jack-and-bore under a railroad and street.
- City of Newark: Raccoon Creek Interceptor / Newark, OH. Responsible for detailed design and construction administration for a 6,500 foot, 48-inch-diameter combined sewer replacement. Construction to begin Fall 2012.



Jason Abbott, PE

Project Engineer

Mr. Abbott has served as a project engineer on various water and wastewater projects, water supply plans, and environmental assessments. His duties have ranged from construction contract administration to preparation of final drawings and specifications on these projects, with a focus on delivering and managing sustainable water and wastewater solutions. He has assisted project managers with the use of hydraulic modeling software to aid in the design and analysis of water distribution systems. He is experienced in working with on-site personnel and accounting departments to track monthly costs and prepare project schedules. Mr. Abbott often serves as liaison between clients and regulatory agencies.

Relevant Projects

- Metropolitan Sewer District of Greater Cincinnati: Westwood Northern CSO 525 Sewer Separation / Cincinnati OH. Project engineer responsible for the design of approximately 7,800 LF of 12-inch - 36-inch sanitary and storm sewer along with multiple jack and bores in order to reduce the amount of CSO.
- Metropolitan Sewer District of Greater Cincinnati: Upper Muddy Creek Dynamic Underflow Control / Cincinnati OH. Project engineer responsible for the design of three CSO dynamic underflow control structures ranging in size from 24-inch - 36-inch for the control of surcharging in the downstream sewer
- Metropolitan Sewer Dist of Greater Cincinnati: High Meadows PS Elim / Cincinnati OH. Design support of the design of approximately 2,400 LF of 12-foot - 16-inch sanitary sewer along with multiple 30" jack and bores in order to eliminate an existing pump station and alleviate this SSO.
- Sanitation District No 1 of Northern Kentucky: Avon Drive Sanitary & Storm Sewer Improvements / Ft Wright KY. Project engineer responsible for design of approximately 600 LF of 24-inch sanitary sewer and 600

Education	B.S.C.E. Water Resources and Environmental Engineering, The Ohio State University
Years of Experience	Total - 15
Location	Cincinnati, OH
Professional Registrations	Professional Engineer (OH, KY) Construction Document Technologist
Professional Qualifications	American Water Works Association Water Environment Federation

LF of 60-inch storm sewer replacement.

- Metropolitan Sewer District of Greater Cincinnati: West Fork Sustainable Watershed Alternatives Analysis Report / Cincinnati OH. Project engineer responsible for the preliminary planning and alternatives analysis review of the 6,117 acre West Fork watershed which included 15 CSO locations and resulted in the recommendation of over 20,900 LF of storm sewer ranging in size from 12-inch - 42-inch, 11,800 LF of sanitary sewer ranging in size from 12-inch - 84-inch, two 1.5 MG CSO storage tanks, two stormwater detention basins, 5,000 LF of channel renaturalization and 6,000 LF of stream rehabilitation.
- Vacuum Sewer Pump Stations / Various Locations NC. Design engineer responsible for design services for four watertight below-grade vacuum sewer pump stations. The pump stations included skid-mounted vacuum and sewage pumps, tanks, piping, and appropriate appurtenances for operation of the 700-gpm vacuum sewer system.
- North Carolina Department of Corrections: Prison Sewer System Expansion / NC. Project engineer responsible for the construction contract administration of the second phase of spray irrigation fields and related piping at the NC Department of Corrections at Piney Woods. Subsequently responsible for the design and permitting of further development of the spray irrigation fields and related piping.





Dale Frame

Drafting

Mr. Frame has extensive experience in CADD operations, including AutoCAD and MicroStation systems. He has coordinated CADD operations as well as the efforts of multi-firm CADD teams on a number of collection system, wastewater treatment, and river restoration projects. His experience encompasses the preparation of civil and process mechanical drawings.

Education AA, Architecture, Central Ohio Technical College
Years of Experience Total - 23
Location Columbus, OH

Relevant Projects

- Metropolitan Sewer District of Greater Cincinnati: Lick Run Strategic Sewer Separation / Cincinnati, OH. Served as the civil site designer responsible for creating plan and profile drawings for storm sewers and natural stream channel restoration, and for site civil drawings of three wetland extended detention basins. AutoCAD Civil3D is being used to create the drawings.
- City of Lancaster: Upper Hocking River Wetland and Stream Restoration / Lancaster, OH. Served as the key civil designer to create drawings for wetland and river bank restoration. Used AutoCAD Civil3D to create the drawings.
- City of Lancaster: Upper Hocking River Water Pollution Control Facilities / Lancaster, OH. Served as the civil site designer responsible for the site grading, roads, stormwater collection/detention, and all process pipes running between buildings. Used AutoCAD Civil3D to cut profiles and sections for the drawings, which helped avoid piping conflicts during construction.
- City of Newark: CSO 1006 and 1013 / Newark, OH. Served as the civil site designer responsible for creating sanitary sewer plan and profile drawings. Used AutoCAD Civil3D to cut profiles and sections for the drawings.
- City of Elyria: Cascade Siphon and Bottleneck Improvements/ Elyria, OH. Served as the civil site designer responsible for creating river restoration and sanitary sewer rehabilitation plan and profile drawings. Used AutoCAD Civil3D to cut profiles and sections for the drawings.



Risk Management Plan

A program of this nature requires a serious commitment of time and resources to deliver. Our team offers a strong initial offering of talent and experience along with a strong supportive bench of resources. Within three hours of Lexington, we have over 280 professionals, including project managers, civil/environmental engineers, structural engineers, HVAC/Plumbing designers, electrical engineers, instrumentation and control engineers, CADD technicians and others.

We understand that a commitment to a project is just that, a commitment. Therefore, before we would start work on any task order, we would make sure to assign and commit resources during the task order authorization process. It is important for the team to be part of the task order development so they understand the drivers, objectives and client expectations. There is a lot of knowledge transferred during this phase that would be lost if resources are changed afterward. Pimie/ARCADIS is performing Quality Assurance during this phase by committing the right people for the right job as well.

At the time of staff commitment, we will designate a group of bench players in case the key resources are unable to continue working on the task order. This bench will be approved by LFUCG during the task order process. If a resource must be substituted, we will initiate the substitution in writing along with a recovery plan. The recovery plan will detail the steps that will be taken to bring the new resource up to speed so the project doesn't lose momentum. As the substitution process is initiated, another bench resource will be identified.

It is important to note that we have considerable strength to pull from as we have over 6,200 professional staff in the US. Our core business is water, including wastewater, stormwater and drinking water. We also have a commitment to the Lexington area, and we are looking to further develop our local office of 25 by adding core water and wastewater staff. This is a commitment of additional jobs for the City of Lexington.

Additional Project Controls

Critical project control areas that are addressed through out project management approach are:

Scope Management. A primary management responsibility on

all Pimie/ARCADIS projects is constantly monitoring whether we are "doing the right job" for our clients. The primary tool we use in scope management is the development of a detailed work breakdown structure (WBS), which defines all activities that are required to complete the project. This WBS will be used by our project manager, the project team and LFUCG throughout the project to identify changes in scope and to prompt the authorization of activities to begin at the appropriate time.

Time Management. After we define the activities required to complete the project, they must be properly sequenced and resource-loaded and their durations must be estimated to develop an overall project schedule. Our project management approach is based on the use of Microsoft Project to plan, execute, monitor and control the time management component of project control. Schedule development is an iterative process designed to provide a realistic schedule that meets project requirements and is agreed upon by all parties at the project's outset. As required, our project manager may be assisted by a cost/schedule specialist in identifying schedule and cost variances from the initially proposed plan and in developing strategies to address these variances.

Human Resource Management. Pimie/ARCADIS assembles organizational charts for projects and defines major functional areas for key team members. The project manager oversees the development of the WBS and develops a complementary responsibility assignment matrix that clearly identifies the team member responsible for each WBS activity, as well as the team member that will provide support, input or review of the activity.



4. List of Clients for Which Similar Work was Performed

Client Name: City of Lancaster, Ohio

Contact Person: Michael Nixon
740.687.6644

Similar Projects Completed for Client:

- Lake/Allen/Maple Sewer Improvements
- Sewer Separation Project
- Creation of Stormwater Utility



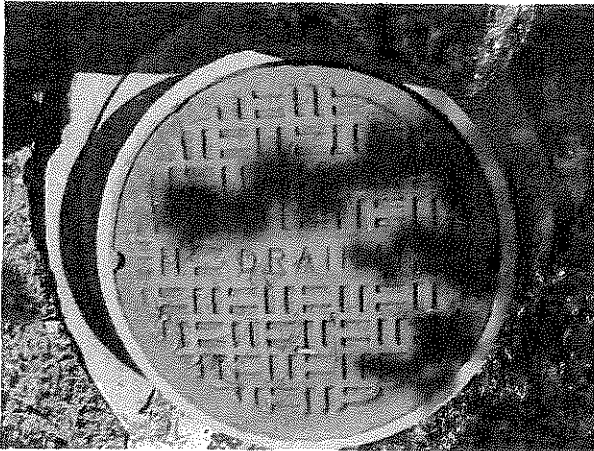
- Mill Road Sewer Rehabilitation
- CSO 127/128 Stream Separation

Client Name: City of Newark, Ohio

Contact Person: Roger Loomis
740.670.7945

Similar Projects Completed for Client:

- CSO 1006 and CSO 1013
- Licking River Interceptor
- Water and Sewer Improvements



Client Name: City of Elyria, Ohio

Contact Person: Aaron Klein
440.326.1435

Similar Projects Completed for Client:

- Cascade Siphon and Bottleneck Improvements
- Stormwater Management Study

Client Name: Tri-Cities North Regional

Contact Person: David Heckler
937.236.6558

Similar Projects Completed for Client:

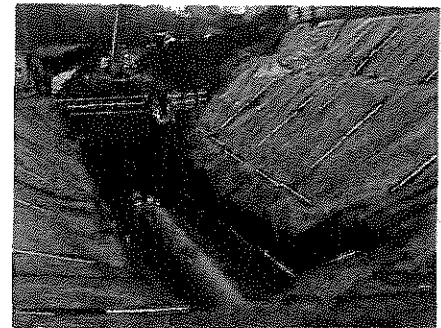
- Tri-Cities and Tipp City Sanitary Sewer and Pump Station Improvements

Client Name: Metropolitan Sewer District of Greater Cincinnati

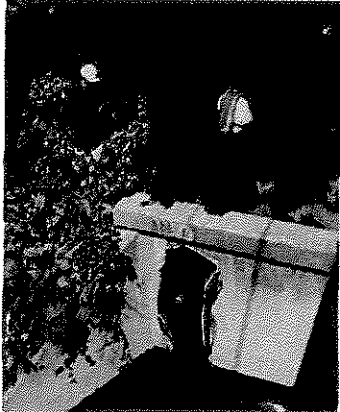
Contact Person: MaryLynn Lodor
513.244.5535

Similar Projects Completed for Client:

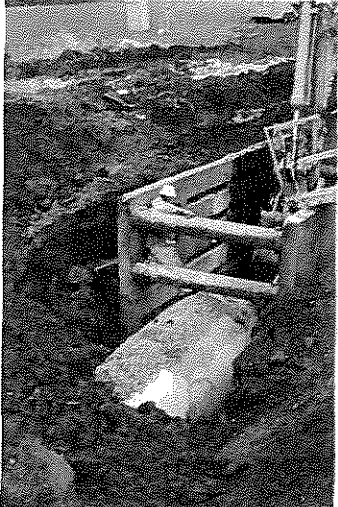
- Lick Run Wet Weather Strategy - Queen City and Cora Avenues R/W Sewer Separation
- Combined Sewer Overflow Improvements
- Scarlet Oaks CSO Elimination
- Mullen Road Interceptor




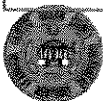
5. List of Similar Design Services Projects Within Category 2

Project Name :	City of Lancaster: Lake/Allen/Maple Sewer Improvements	Project Description Scope of Work
Date	2009	The Lake/Allen/Maple Sewer Improvement project was one of the solutions defined in Lancaster's Long-Term Control Plan (LTCP) to reduce combined sewer overflow (CSO) volume and also to reduce basement flooding. The project involved conversion of the existing combined sewer to a storm sewer and installation of a new sanitary sewer at a lower elevation. This project had NPDES Permit compliance dates associated with PTI submittal and completion of construction. Pirnie/ARCADIS developed detailed design drawings and specifications and provided construction administration services for the project.
Services Provided	Design and Construction	The sewer separation project consisted of:
Construction Cost	<p>\$ 8,063,400</p> 	<ul style="list-style-type: none"> ● Installation of approximately 10,000 feet of 8- to 18-inch gravity sanitary sewer ● Jack-and-bore installation of an 80-foot-length of 18-inch line under a railroad for the sanitary sewer ● Jack-and-bore installation of a 110-foot-length of 18-inch line under Main Street for the sanitary sewer ● Movement of approximately 260 sewer connections from the existing combined sewer to the new sanitary sewer ● Elimination of three CSO structures ● Installation of approximately 4,200 feet of 12- to 48-inch storm sewer to supplement the existing converted combined sewer for storm drainage ● Installation of 20 manholes and 12 catch basins ● The sewer separation segment of the project was completed in late 2007 <p>As a separate part of the project, approximately 4,200 linear feet of 60-inch combined sewer received a new cured-in-place pipe (CIPP) liner. The concrete sewer is approximately 70 years old and had a continuous longitudinal crack at the 12:00 position. This sewer lies at a shallow depth under a major residential street. The City chose CIPP lining over sewer replacement in order to minimize community disruption. This segment of the project was completed in 2006 over a period of less than three months.</p>



Project Name	City of Newark: CSO 1006 and CSO 1013	Project Description Scope of Work Pirnie/ARCADIS completed design and construction phase services for the CSO 1006 and CSO 1013 projects. These projects were identified in the City's LTCP and had compliance dates included in the NPDES Permit. The overall purpose of the projects is to be able to divert more flow to the wastewater treatment plant site during wet weather for treatment in the new high-rate treatment system. With this project, CSO 1006 was completely eliminated. The existing 15-inch underflow line was planned to be increased to 36-inch and tied directly into a downstream junction chamber. However, during design it was decided to increase the size to 48-inch and divert an old interceptor into the line. This will eliminate future maintenance issues with the old line and helped accommodate installation of the new line in a relatively confined corridor. The project also included a 240-foot jack-and-bore under a railroad and a 160-foot-jack and-bore under a neighborhood street. The total length was approximately 1,840 feet and was designed as reinforced concrete pipe (RCP). However, after bidding, the contractor offered a credit to substitute a triple-wall polypropylene product. After careful evaluation of numerous factors and concerns, it was decided to proceed with the polypropylene pipe except for some of the deeper areas. The pipe has fewer joints, one every 20 feet instead of one every 8 feet, was relatively easy to install, passed the leakage test without any problems, and provides better corrosion resistance than the RCP. The CSO 1013 project consisted of increasing the sanitary flow diversion capacity from the CSO structure to the interceptor for conveyance to the WWTP. The CSO is still active and will overflow only during larger storm events once the entire overall LTCP is implemented. The existing 15-inch sanitary underflow line to the interceptor was supplemented with a new 36-inch line.
Date	2011	
Services Provided	Design and Construction	
Construction Cost	\$ 1,879,667.58	
		

Project Name	City of Elyria: Cascade Siphon and Bottleneck Improvements	Project Description Scope of Work The City of Elyria's Cascade Siphon and Bottleneck Improvements project is being designed to improve the performance of the combined sewer system in the vicinity of Ohio Street, Glenwood Street, and Washington Avenue. The project will divert approximately 10.25 mgd through the Cascade Siphon to the 54-inch-diameter west side interceptor sewer during the 10-year design storm. The double barrel siphon consists of a 30-inch-diameter cast iron pipe and a 20-inch-diameter cast iron pipe. To reduce the basement flooding on Ohio Street, the existing 24-inch-diameter sanitary sewer and 15-inch-diameter sanitary sewer that convey flows from downtown Elyria via Washington Avenue are being redirected from Ohio Street and will be conveyed in a 42-inch-diameter relief to the new East Side Siphon chamber in the cul-de-sac on Washington Avenue. This structure includes an actuated gate that will close during high flow events. When the gate closes, flow will be diverted to the 54-inch-diameter WSI through the siphon that is being reconnected to the WSI. During normal flow periods, the flow in the 42-inch-diameter sewer will be conveyed to the existing 48-inch-diameter sewer at Washington and Glenwood where it was previously conveyed.
Date	2014	
Services Provided	Design and Construction	
Construction Cost	\$3,200,000 (Estimate) Bid Opening is November 15, 2012	
		





6. Local Office

Founded in 2001, our Lexington, Kentucky, office employs more than 25 engineers, scientists, field technicians and support staff. We also have an additional 280 professionals and technical support staff within a 3-hour drive in our Indianapolis, Knoxville, Cincinnati and Columbus offices, including project managers, civil/environmental engineers, structural engineers, HVAC/plumbing designers, electrical engineers, I&C engineers and CADD technicians. We have a commitment to the Lexington area, and are looking to further develop our local office of 25 by adding core water and wastewater staff.

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	NO. OF EMPLOYEES EXPECTED TO WORK ON LFUCG PROJECT
Headquarters	Highlands Ranch, CO	1967	329	0
Local Office	Lexington, KY	2001	25	3
PM Location				
Subconsultants				
Name	Integrated Engineering			
Service Provided	Field Surveying, Deed Research/Easement Preparation			
Headquarters	Lexington, KY	2006	13	2
Local Office	Lexington, KY	2006	13	2
Name	Consulting Services Incorporated			
Service Provided	Geotechnical			
Headquarters	Lexington, KY	2009	40	3
Local Office	Lexington, KY	2009	40	3





7. Disadvantaged Business Enterprise (DBE) Involvement

Pimie/ARCADIS has an established plan to address the utilization of small and disadvantaged businesses and is fully committed to meeting LFUCG's stated goal of 10% DBE participation for the RFP #33-2012 Professional Engineering Services contract.

We strive to produce a business environment conducive to the development, growth and expansion of Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE) and Small Business Enterprises (SBE), as well as Veteran Owned (VOSB), Service-Disabled Veteran Owned (SDVOSB) and Historically Underutilized Business Zones (HUBZones) businesses. Our corporate policy is committed to D/M/W/SBE participation, and we strive to meet D/M/W/SBE objectives and exceed baseline goals by engaging D/M/W/SBE firms in various disciplines.

We understand LFUCG's desire to maximize participation of disadvantaged business enterprises (DBE) and have successfully teamed with such firms on this project. We believe the following businesses best complement our offering and, we are committed to a minimum of 10% DBE participation for assigned projects. Our identified DBE/WBE partners include:

- Integrated Engineering, PLLC (DBE) for surveying services

In addition, our identified DBE/WBE firms are local to the Lexington area.

In the Appendix, we provide our firm's Affirmative Action Plan as well as the Required EEO Agreement form.





8. Statement of Hourly Rates

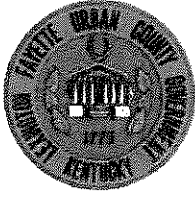
Following is a statement of our hourly rates for all personnel expected to work on this contract.

Job Classification	Hourly Rate
Project Manager	\$216
Deputy Project Manager	\$130
QA/QC Engineer	\$180
Project Engineer	\$115
EIT	\$91
Engineering Tech	\$84
CADD Tech	\$75
Two-Man Survey Crew	\$160
Clerical	\$60
Construction Services Manager	\$150
Cost Estimator	\$130
Resident Project Representative	\$75

Notes: Expenses will be billed directly.

Mileage rate is \$0.47 per mile, per KYTC rates as of July 1, 2011





Professional Engineering Services
Category 2: Dig and Replace Pipelines
RFP #33-2012

Appendix



The Water Division of ARCADIS



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: ARCADIS, U.S., Inc

ADDRESS: 2644 Fortune Drive, Suite 170, Lexington, KY 40509

SIGNATURE OF PROPOSER: 



Infrastructure · Water · Environment · Buildings

**Contractor's Policy on Equal Employment Opportunity
41 CFR §60-2.20**

TO: All Employees

FROM: Steven B. Blake, Chairman and CEO

DATE: October 16, 2012

It is the ongoing policy and practice of ARCADIS to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, religion, sex, national origin, ancestry, marital status, veteran status, age, sexual orientation or physical or mental disability, or any other basis prohibited by law.

The policy of equal employment opportunity (EEO) shall apply to all terms, conditions, and privileges of employment, including recruiting, employment, classification/compensation, benefits, promotions, training, transfers, layoffs, educational, social, or recreational programs of the company. ARCADIS is committed to making employment decisions based on valid requirements, without regard to race, color, religion, sex, national origin, ancestry, marital status, veteran status, age, sexual orientation or physical or mental disability, or any other basis prohibited by law. ARCADIS will analyze its personnel actions rigorously to ensure compliance with this policy.

ARCADIS' EEO Officer is Barbara Hicks at the ARCADIS facility located at 630 Plaza Drive, Highlands Ranch, CO 80129, telephone # (720-344-3500). She is responsible for compliance with state and federal EEO laws and affirmative action regulations. She is also responsible for implementing ARCADIS' Affirmative Action Plan (AAP), including equal employment practices, monitoring, and internal reporting. If you believe you have not been treated in accordance with this policy, please contact the EEO Officer. Our AAP for Veterans and the Disabled is available to you in her office during regular office hours or by appointment. All employees and applicants for employment are protected, by both company policy and equal employment opportunity/affirmative action regulations and law, from harassment, threats, coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation.

I personally endorse the policy of equal employment opportunity. I ask your continued assistance and support in maintaining an environment that reflects ARCADIS' commitment to equal employment opportunity and affirmative action. All personnel with responsibility for employment and personnel decisions are directed to perform their duties in accordance with this policy.

Imagine the result



AFFIRMATIVE ACTION/EEO PLAN

DECLARATION OF POLICY: ARCADIS U.S., Inc. affirms its commitment to the submittal of an Affirmative Action plan which has the purpose of maintaining equal employment and promotional opportunity, with particular emphasis on improving the Minority and/or Women work force population and utilization of Minority and/or Women owned professional firms, consultants and/or suppliers.

To make clear our commitment to this program, the intent of the plan and individual responsibility for its effective implementation will be discussed at management training programs and employee orientations. Special meetings may be conducted with executive management and supervisory personnel to further explain the affirmative action plan.

Outside sources such as recruiters, subcontractors, vendors and suppliers will be informed verbally and in writing about our affirmative action policies.

Barbara Hicks is ARCADIS U.S., Inc.'s Affirmative Action Officer. She has the day to day responsibility for the implementation and monitoring of our plan.

The affirmative action plan is available for your review in the Human Resources Department during normal working hours. If you wish to review the plan or if you have any questions, please contact Ms. Hicks at (720) 344-3500.

NARRATIVE OF PROGRAMMATIC ACTIVITIES AND/OR GOALS

In accordance with Executive Order 11246, ARCADIS U.S., Inc. currently conducts the following programmatic activities and/or pursues the following goals in addressing critical areas of affirmative action in the employment and promotion of the diverse workforce.

RECRUITING AND ADVERTISING: ARCADIS U.S., Inc. demonstrates its commitment to affirmative action in its recruiting and advertising efforts through the use of newspapers, trade journals and Professional journals. ARCADIS U.S., Inc. identifies itself in printed advertising as an "Equal Opportunity Employer."

The employment application includes the following at the beginning of the form: "We are an equal

Imagine the result

ARCADIS

employment opportunity company. We are dedicated to a policy of non-discrimination in employment on any basis including race, color, age, religion, sex, national origin, ancestry, marital status, veteran status, sexual orientation or physical or mental disability."

When job postings are placed in minority colleges or universities, ARCADIS U.S., Inc. identifies itself as an "Equal Employment Opportunity Employer". ARCADIS U.S., Inc. is a member of the National Association of Colleges and Employers. ARCADIS U.S., Inc. submits its job postings to the America's Job Exchange which is a nationwide job bank sponsored by an association of state departments of labor.

HIRING PROCEDURES: ARCADIS U.S., Inc. strives to eliminate and minimize intentional or unintentional bias against applicants with regard to testing, interviewing and selection procedures. In accordance with its affirmative action plan, ARCADIS U.S., Inc., recruits and hires in all job classifications without regard to race, color, age, religion, sex, national origin, ancestry, marital status, veteran status, sexual orientation or physical or mental disability except where bona fide occupational qualifications exist. Employment decisions are made so as to further the principle of equal employment opportunity. The Company reviews its employment practices to determine whether members of the various protected groups are receiving fair consideration and to determine whether appropriate outreach and positive recruitment activities have been undertaken to remedy deficiencies.

PROMOTION PROCEDURES: ARCADIS U.S., Inc. in accordance with its affirmative action plan, ensures that promotion and transfer decisions are made in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities. In all job classifications, the Company promotes individuals without regard to race, color, age, religion, sex, national origin, ancestry, marital status, veteran status, sexual orientation or physical or mental disability. Each employee's salary and position are reviewed annually through ARCADIS U.S., Inc.'s merit program.

TRAINING PROCEDURES: ARCADIS U.S., Inc. in executing its affirmative action plan ensures that company sponsored training, education and tuition assistance are administered without regard to race, color, age, religion, sex, national origin, ancestry, marital status, veteran status, sexual orientation or physical or mental disability. Tuition reimbursement is available to employees enrolled in an accredited degree program and the course(s) must further the career of the individual at ARCADIS U.S., Inc.

PUBLICITY (INTERNAL AND EXTERNAL): Internally, ARCADIS U.S., Inc. maintains an affirmative action plan with which all employees must comply. This is described in the Employee Handbook: "It is

ARCADIS

ARCADIS U.S., Inc.'s continuing policy to afford equal employment opportunity to qualified individuals regardless of their race, color, age, religion, sex, national origin, ancestry, marital status, veteran status, sexual orientation or physical or mental disability and to conform to applicable employment laws and regulations. For further information or to report violations of the equal employment and sexual harassment policies, contact the Senior Vice President of Human Resources. Externally, the Company identifies itself as an affirmative action employer on recruiting materials.

PROCUREMENT POLICIES: ARCADIS U.S., Inc. does not maintain company-wide procurement policies. However, the company does establish subcontracting plans for specific contracts when required by the governmental agency issuing the contract. As such, ARCADIS U.S., Inc. shall follow the below procurement policy/plan when performing work under contracts issued by our client.

It is the policy of ARCADIS U.S., Inc. that business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practical opportunity to participate in the performance of subcontracts awarded by ARCADIS U.S., Inc. It is ARCADIS U.S., Inc.'s intention to aggressively pursue, wherever possible, subcontracting opportunities with minority-owned, women-owned, veteran-owned and disabled veteran-owned small businesses and all as Historically Black Colleges and Universities/Minority Institutions (HBCU/Mis).

SELF ANALYSIS AND GOAL SETTING

At the conclusion of every Affirmative Action plan year, goals are discussed at length with employment decisions makers within the organization. Discussion of these goals take place with Business Division leaders and their respective Internal Recruitment Managers and it's through that process that our goals are approached and our corresponding strategy and action plans developed.

WORKFORCE ANALYSIS FORM

Name of Organization: ARCADIS U.S. Inc. Date: 11 / 8 / 12.

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators Executives	762	569	118	22	2	10	4	32	5	633	129
Professionals	3566	1919	1134	94	71	59	51	141	97	2213	1353
Superintendents											
Supervisors											
Foremen											
Technicians	520	357	64	36	5	34	7	13	4	440	80
Protective Service											
Para-Professionals											
Office/Clerical	376	48	250	4	20	5	25	2	22	59	317
Skilled Craft											
Service/Maintenance											
Total:	5224	2893	1566	156	98	108	87	188	128	3345	1879

See Attachment A

Prepared by: Paula J. Harrison Name & Title

Paula J. Harrison
EEO Specialist

ATTACHMENT A: ("Employees of Two or More Races" or "Race Not Identified")

Due to the revised EEO-reporting guidelines implemented by the OFCCP in 2008, ARCA/DIS' data is captured differently than requested on your EEO Report.

Because of the above referenced changes the employment numbers we have reported on your employment data form do not include the staff in the "Race Not Identified" category. The profile of these employees is shown below:

Race Not Identified		M	F	Total
	Officials/Admin	1		1
	Professionals	9	5	14
	Technicians	1		1
	Office/Clerical		1	1
	Total	11	6	17

11/8/12

AFFIDAVIT

Comes the Affiant, ARCADIS, U.S., Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Weber, PE and he/she is the individual submitting the proposal or is the authorized representative of ARCADIS, U.S., Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

 11/7/12

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Chris Weber on this the 7th day of November, 2012.

My Commission expires: 6/7/16


NOTARY PUBLIC, STATE AT LARGE

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.

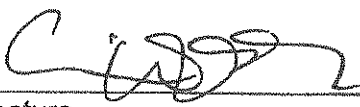
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

11/7/12

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.



Signature

ARCADIS, U.S., Inc.

Name of Business



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

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineerin <input type="checkbox"/>	Field Surveying, Deed Research/Easement Preparation	TBD	Minimum 10%
2.			
3.			
4.			

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

ARCADIS, U.S., Inc.

Chris Weber, PE

Company

Company Representative

11/8/2012

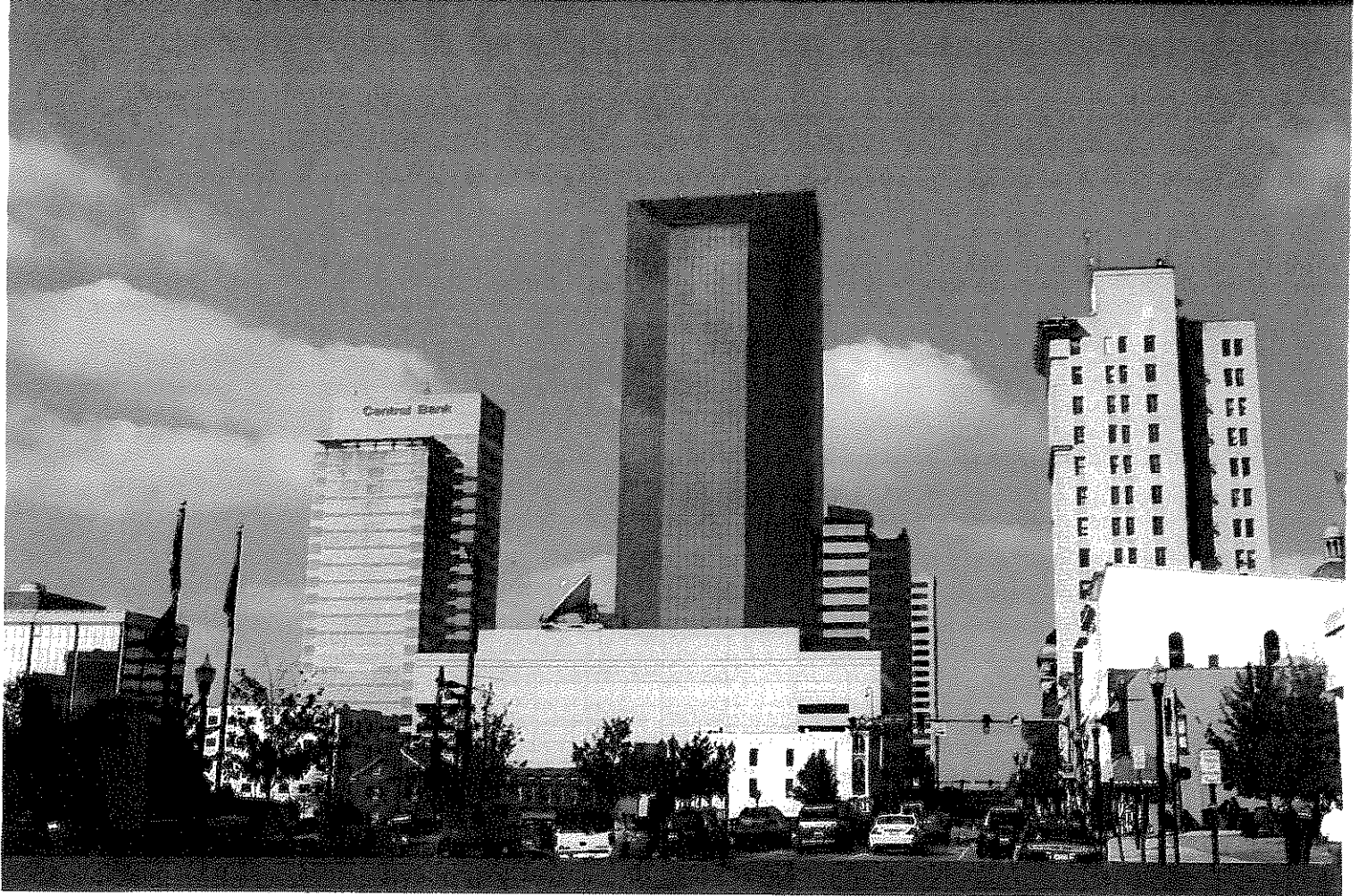
Major Market Manager

Date

Title

2464 Fortune Drive, Suite 170
Lexington, KY 40509
Phone: 859 253 9036
Fax: 859 253 9136

Offices Worldwide
www.arcadis-us.com



Imagine the result



The Water Division of ARCADIS

EXHIBIT D

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

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

CONSULTANT

OWNER

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