

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and VISION ENGINEERING at 3399 Tates Creek Rd, Ste 130 (**CONSULTANT**). **OWNER** intends to proceed with the RFQ for Engineering Services for a Water Quality Feature Design at the Fleet Management Complex as described in the attached **EXHIBIT A**, RFP #14-2016. The services are hereinafter referred to as the **PROJECT**.

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

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

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

#### **1.1. General**

**CONSULTANT** shall perform professional services as hereinafter stated that include customary services incidental thereto.

#### **1.2. Project Phase**

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

**1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

**1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached **EXHIBIT A "RFP #14-2016"** and attached **EXHIBIT B "Proposal of Professional Services and Related Matters"** (the **CONSULTANT's** response to RFP #14-2016)."

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

**1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

- 1.2.4.** The **CONSULTANT** shall submit two (2) copies (hardcover) of all initial, draft, and final work products for this **PROJECT**. The copies of the initial, draft, and final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5.** After the **OWNER's** detailed review, the **CONSULTANT** will revise the initial, draft, and final versions for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT's** services.

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work," subject to a modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2.** All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

**OWNER** shall:

- 3.1.** Provide criteria and information as to **OWNER's** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the **PROJECT**.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

- 3.4. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER's** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT's** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT's** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement.
- 4.2. Deleted
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
  - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
  - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably

attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

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

#### **5.1.1. For Work Completed Via Task Order**

Work completed under an executed Task Order shall be paid for by the **OWNER** upon submittal of monthly invoices by the **CONSULTANT** for the estimated portion of each task order item completed. The **CONSULTANT** shall not invoice more than 95% of the agreed Task Order amount prior to acceptance of the deliverables related to that Task Order.

#### **5.1.2. For Extra Work**

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

### **5.2. Times of Payment**

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

### **5.3. Other Provisions Concerning Payments**

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

herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

- 6.1.1.** **CONSULTANT may only terminate this Agreement** due to **OWNER's** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents**

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

### **6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents, and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT's** employees, agents, and

representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

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

#### **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns, and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

#### **6.5. Disputes**

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

#### **6.6. Accuracy of CONSULTANT's Work**

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

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

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

#### **6.9. Risk Management Provisions, Insurance and Indemnification**

##### **6.9.1. DEFINITIONS**

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

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

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

##### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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



indemnity or otherwise save, hold harmless, or defend **CONSULTANT** in any manner.

### **6.9.3 FINANCIAL RESPONSIBILITY**

**CONSULTANT** understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

### **6.9.4 INSURANCE REQUIREMENTS**

#### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed

not to apply by OWNER.

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

#### **6.9.5. RENEWALS**

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

#### **6.9.6. VERIFICATION OF COVERAGE**

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

#### **6.9.7. RIGHT TO REVIEW, AUDIT, AND INSPECT**

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

#### **6.9.8. SAFETY AND LOSS CONTROL**

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

#### **6.9.9. DEFAULT**

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

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1.** This Agreement is subject to the following provisions.
  - 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER's Agent**"), as

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

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



**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF PROFESSIONAL SERVICES  
AND RELATED MATTERS  
RFP #14-2016**

**Lexington-Fayette Urban County Government**  
**Fleet Management's Complex – Byrd Thurman Drive**  
**SCOPE OF SERVICES FOR A WATER QUALITY FEATURE DESIGN**

This Scope of Engineering Services provides a minimum set of guidelines, tasks, and activities for the design of water quality improvements to stormwater runoff at LFUCG's Fleet Management Complex at 669 Byrd Thurman Drive.

**A. General Project Description**

LFUCG requests a design solution to reduce oil and grease (O&G) and sediment in the stormwater runoff from the Fleet Management Complex before the runoff enters the receiving streams of Wolf Run and Town Branch. **The selected Consultant shall anticipate two phases of work: Phase 1 Design Services and Phase 2 (if chosen) Bid Assistance and Construction Administration. Phase 2 shall not begin until a separate Task Order is executed. Consultant shall provide fee quote for each phase separately.**

The Consultant shall perform the professional services hereinafter stated which include customary civil, geotechnical, surveying, and other technical services, as necessary, for selection of the most cost effective alternative, design, bidding, and construction administration for the improvements as specified in this scope.

**B. Scope of Services**

Design Services

Phase 1

1. Determine the existing conditions 10-yr, 24-hr discharge and corresponding O&G and sediment load at WR1-120HW.
2. Survey to verify property boundaries, easements, locations and elevations of physical features, and cross sections and profiles of existing features. Locate overhead and underground utilities.
3. Provide geotechnical investigation services, as necessary, to support the design.
4. Coordinate design with utility companies, as necessary.
5. Prepare all permit applications and perform all work necessary to obtain all permits required for the project (other than KYR10 Notice of Intent to KDOW which is to be obtained by Contractor, if necessary).
6. Design a water quality feature specifically for O&G and sediment removal to be constructed in the area prior to the headwall (Attachment 1). The design shall include accessible locations to collect influent and effluent (upstream and downstream) water samples for laboratory analysis, along with a way to estimate inflow and outflow rates. Access and consideration for maintenance activities shall also be included in the design.
7. Prepare Contract Documents for construction bidding. Documents will include detailed construction drawings and specifications. Consultant will be provided with drawings included in this Scope of Services (Attachment 2) in CAD format as a concept for use in final design. The Contract Documents shall include appropriate elements for the development of an Erosion and Sediment Control Plan and/or Stormwater Pollution Prevention Plan by the Contractor.

8. Prepare a letter report that discusses the engineering rationale and cost estimates for final design.
9. Develop maintenance requirements for the proposed water quality feature and review with appropriate inspection and maintenance personnel of LFUCG.
10. Develop estimate for bid assistance and construction administration.

### Bid Assistance and Construction Administration

#### Phase 2

1. Assist in bid process to include:
  - a. Coordinate the preparation and distribution of Contract Documents to the Division of Central Purchasing.
  - b. Provide LFUCG with two (2) complete sets of the Contract Documents at no charge.
  - c. Attend pre-bid meeting and prepare and distribute meeting minutes.
  - d. Respond to questions from bidders and assist in preparing addenda.
  - e. Attend bid opening.
  - f. Review bids, prepare the bid tabulation, and recommend award.
2. Conduct pre-construction conference and prepare and distribute meeting minutes.
3. Review all shop drawings and documents submitted by the Contractor that are required by the Contract Documents for construction.
4. Respond to Contractor's requests for information.
5. Prepare change orders and submit to LFUCG for approval.
6. Conduct construction progress meetings and prepare and distribute meeting minutes.
7. Perform site visits by a project engineer to gauge progress and to resolve technical issues (at least weekly). Issue inspection reports for each visit.
8. Conduct all required testing.
9. Review Contractor's pay requests.
10. Develop a punch list once the project reaches Substantial Completion.
11. Assist the LFUCG Project Manager with the final inspection of the project.
12. Prepare As-Built Drawings and Final Construction Documents.
13. Provide LFUCG with two (2) copies of a bound document containing all items relative to the project and a CD containing all electronic files, including drawings.

### Meetings

The Consultant shall schedule, coordinate, and preside over meetings; develop the agenda; and keep and distribute meeting minutes. Meetings shall be, at a minimum, the following:

#### Design Services - Phase 1

- a. Kick-off meeting to address project scope and task list
- b. One (1) meeting with LFUCG to review conceptual approach to water quality feature
- c. One (1) meeting with LFUCG to review the construction plans draft at 50% complete
- d. One (1) meeting with LFUCG to review the construction plans draft at 90% complete
- e. One (1) meeting with LFUCG to review the maintenance requirements

#### Bid Assistance and Construction Administration - Phase 2 (if selected)

- a. One (1) pre-bid meeting



- b. One (1) meeting with LFUCG to review bid responses
- c. Kick-off meeting with selected Contractor
- d. Contractor meetings, as needed, including one (1) meeting at Substantial Completion
- e. One (1) project close-out meeting with LFUCG and Contractor

**C. Schedule**

The duration of all activities defined and listed above as Phase 1 shall begin as soon as the Consultant has received a written notice to proceed and shall not exceed the times listed below. Extension of the duration will be at the sole discretion of the Division of Water Quality, and requests for extensions by the Consultant shall be in writing and considered only for additional major activities not included in this document. The following schedule is provided as a basis for task deadlines and will remain in effect until a replacement schedule is approved in writing by LFUCG.

<b>Design Services - Phase 1 Task Schedule (duration cumulative from Notice to Proceed)</b>	<b>Duration</b>
Initial meeting to review project details and to address scope and task development	10 days
Present initial conceptual water quality feature	20 days
50% complete	45 days
90% complete, including maintenance requirements	60 days
Construction Documents finalized, engineer’s estimate of probable cost, estimate for Phase 2 services	75 days

<b>Bid Assistance and Construction Administration - Phase 2 Task Schedule (duration NOT cumulative)</b>	<b>Duration</b>
Meeting to review bid responses and provide recommendation (after receiving bids)	10 days
Kick-off meeting with selected Contractor (after Contract approved by Council)	10 days
Construction administration activities (from Notice to Proceed)	120 days
Project close-out (from final inspection/project close-out meeting)	10 days

**METHOD OF INVOICE AND PAYMENT:**

The Consultant may submit monthly invoices for services or work completed, based upon the Consultant’s estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, the contract amount, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice

shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The work performed by the DBE(s) shall be summarized on the monthly progress reports.

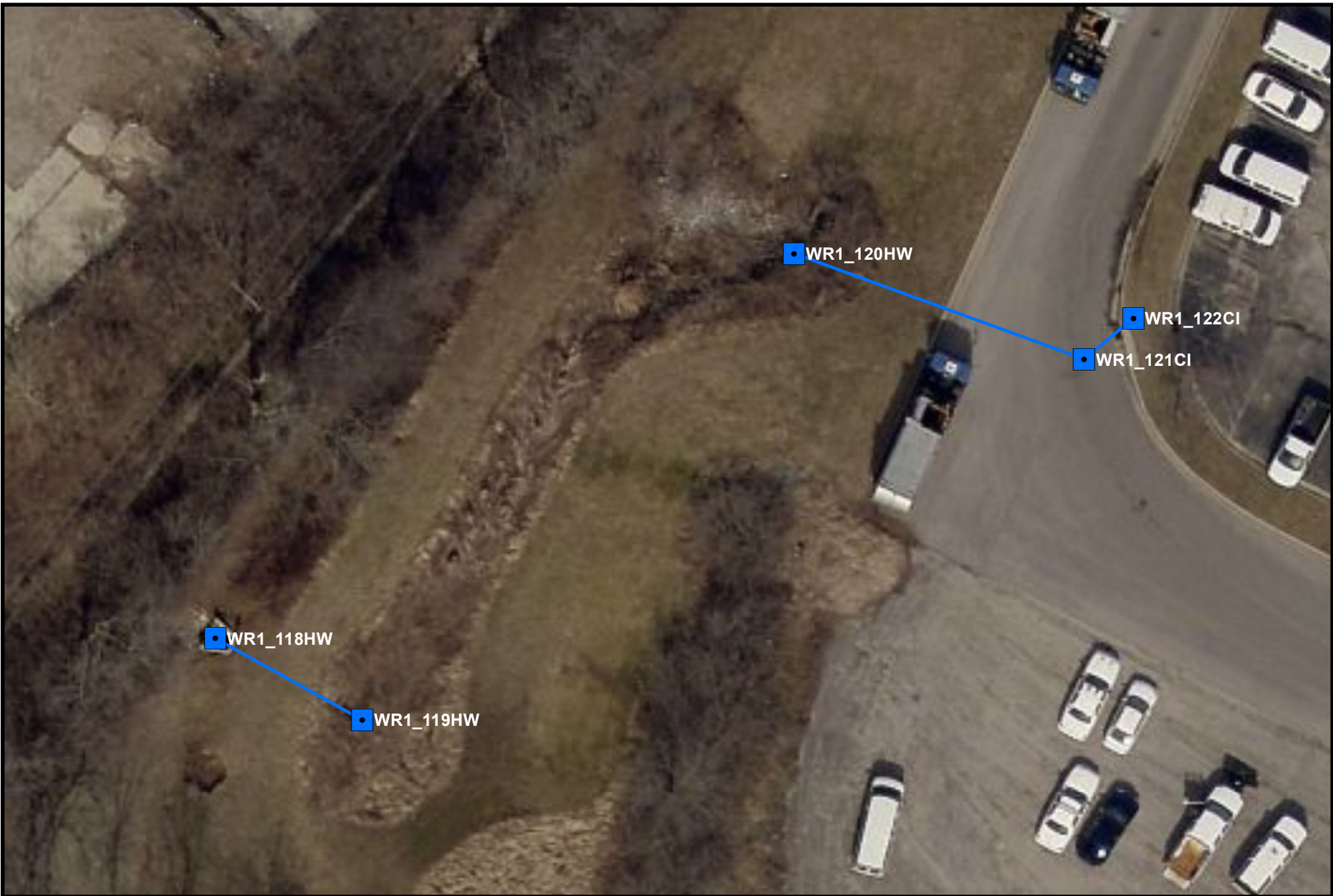
The Division of Water Quality's Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task Order amount prior to acceptance of the deliverables related to that Task Order, nor more than 95% of the total Contract amount prior to final acceptance of the recommended design solution (or completion of construction of the design solution for projects resulting in construction).

**STOP WORK NOTICE:**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the amount of the change is expected to exceed the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this Scope of Services and executed Contract.

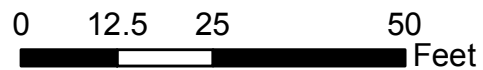
LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG in a timely manner regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

**Attachment 1**  
**PROJECT LOCATION**



**Legend**

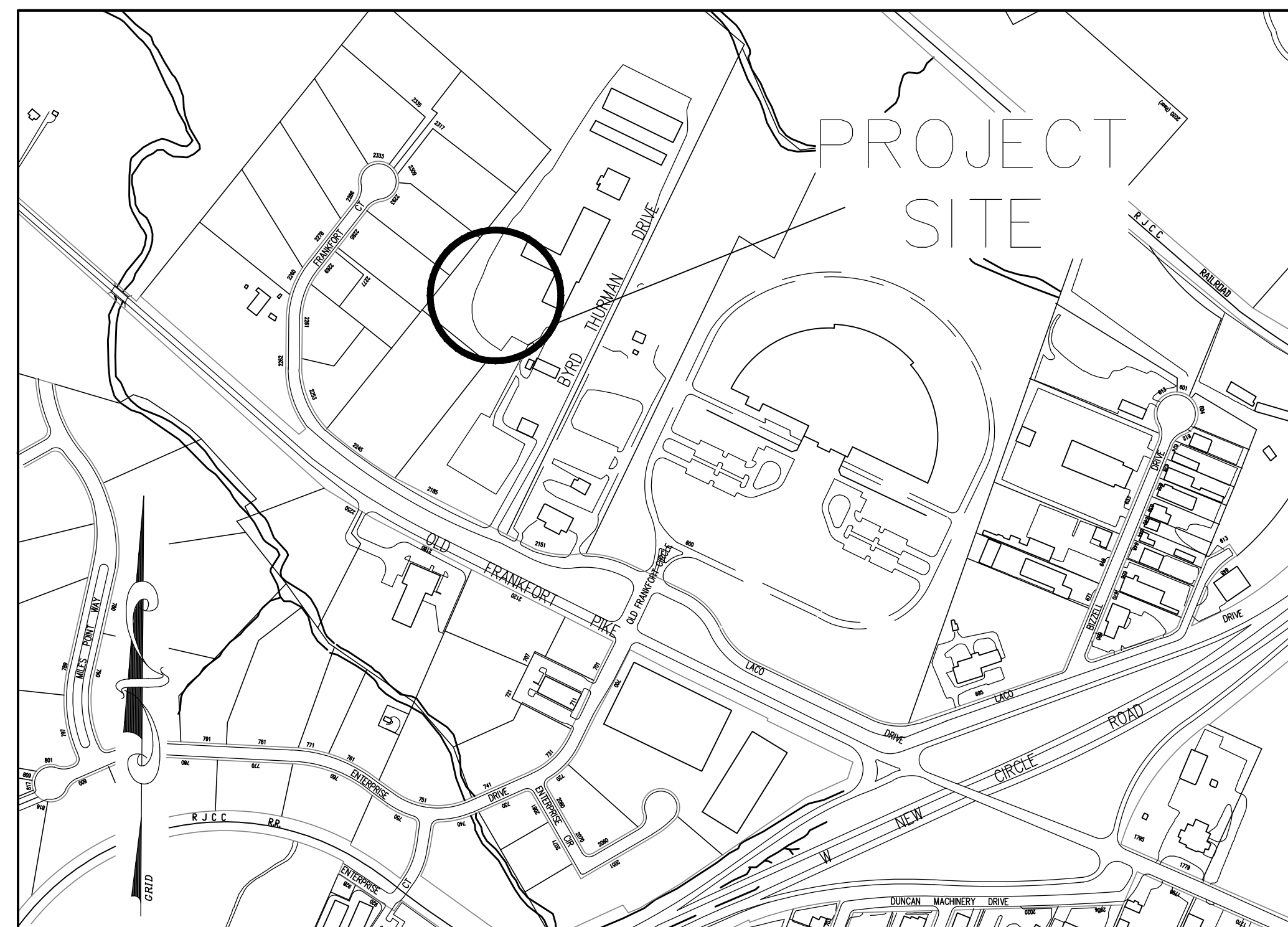
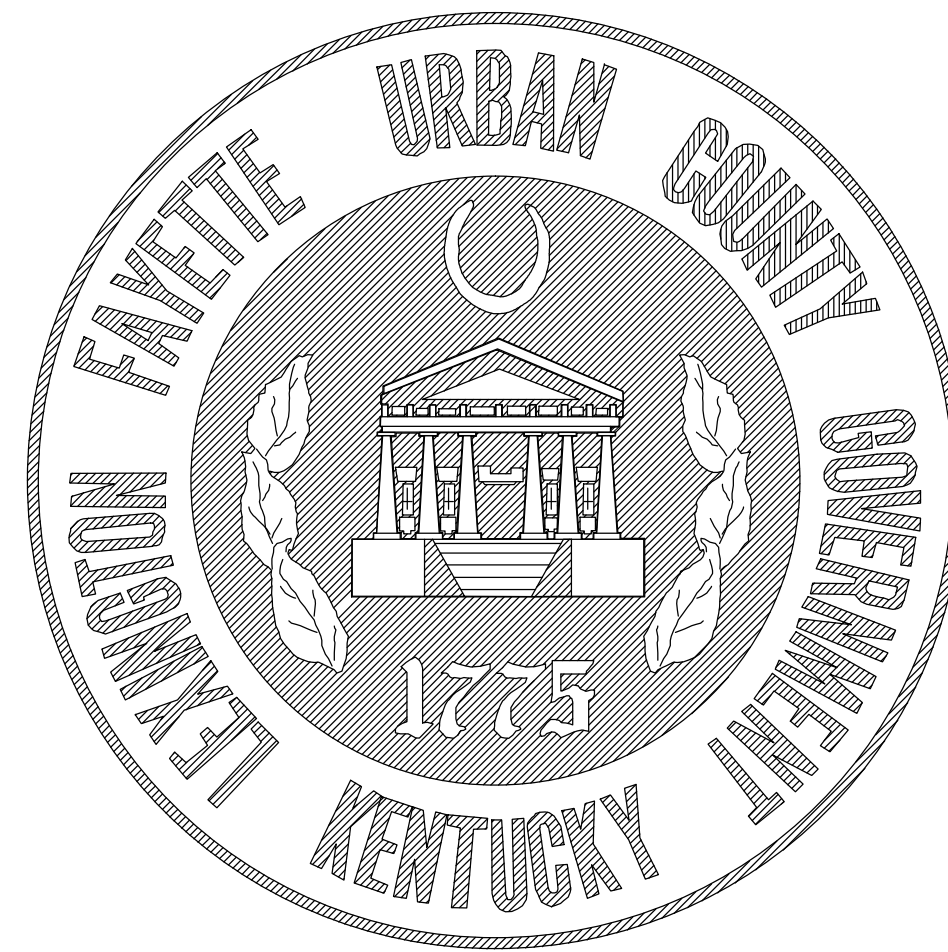
- Stormwater Structure
- Storm Pipe



**LFUCG - Fleet Services  
Water Quality Project**

**Attachment 2**  
**CONCEPTUAL DRAWINGS**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 DEPARTMENT OF ENVIRONMENTAL QUALITY  
 DIVISION OF WATER QUALITY  
 FLEET SERVICES STORMWATER CAPITAL IMPROVEMENT



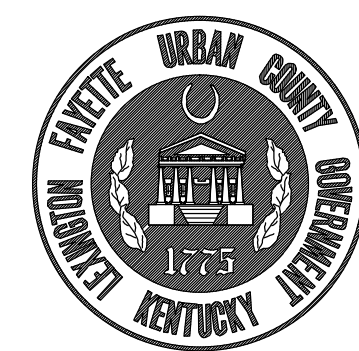
VICINITY MAP  
 Not To Scale

SHEET NO.

- 1 COVER
- 2 GENERAL NOTES
- 3 PLAN AND STORM PROFILE
- 4 BASIN IMPROVEMENTS AND WATER QUALITY UNIT

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			APPROVED:
			DRAWN BY:
			MC
			SURVEYED BY:



**PLANS AND SPECIFICATIONS PREPARED BY:**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**DIVISION OF WATER QUALITY**

SCALE:  
 NTS  
 DATE:  
 FEBRUARY 2012

FLEET SERVICES  
 STORMWATER  
 CAPITAL IMPROVEMENT  
 669 BYRD THURMAN DRIVE

SHEET NO.:  
 1 OF 4

GENERAL NOTES

- CONTRACTOR SHALL CONTACT: KENTUCKY UNDERGROUND PROTECTION, INC (800-752-6007 OR 811), KENTUCKY AMERICAN WATER COMPANY, COLUMBIA GAS, AND THE SITE ENGINEER (2) TWO WORKING DAYS (MINIMUM) PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY OR PROPERTY MONUMENTS AND/OR MARKERS. ANY MONUMENT OR MARKER DISTURBED SHALL BE RE-ESTABLISHED, AT NO ADDITIONAL COST TO OWNER, BY A SURVEYOR LICENSED TO PRACTICE IN THE STATE OF KENTUCKY .
- ALL CONSTRUCTION AND INSTALLATION OF MATERIALS SHALL BE IN CONFORMANCE WITH THE PLANS AND THE SPECIFICATIONS OF THE CONSTRUCTION UNIT PRICE CONTRACT. SUBSTITUTIONS AND DEVIATION SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER. WHERE REQUIREMENTS ARE NOT SPECIFIED IN THE PLANS AND SPECIFICATIONS OR THE LFUCG STANDARD DRAWINGS, ONLY THEN KDOH CURRENT STANDARD SPECIFICATIONS FOR ROAD WAYS AND BRIDGES CONSTRUCTION WILL APPLY.
- FURTHER CONSTRUCTION GUIDANCE SHALL BE IN ACCORDANCE WITH APPLICABLE "LFUCG" STANDARD DRAWINGS AND SPECIFICATIONS AS WELL AS "KDOH" STANDARD DRAWINGS AND SPECIFICATIONS AND AS DENOTED ON THESE CONSTRUCTION PLANS.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITIES FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION.
- EFFORTS HAVE BEEN MADE TO INDICATE LOCATIONS OF EXISTING STRUCTURES, PIPING AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT SIZES AND LOCATIONS OF ALL EXISTING UTILITIES BEFORE INITIATING ANY CONSTRUCTION OPERATIONS. ANY EXISTING STRUCTURE, PIPING OR UTILITY DISTURBED OR DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL COORDINATE ANY UTILITY DISRUPTION WITH THE APPROPRIATE PARTY.
- DIMENSIONS OF EXISTING STRUCTURES AND/OR SIZES ARE APPROXIMATE. ALL NECESSARY DIMENSIONS AND ELEVATIONS OF EXISTING STRUCTURES AND TOPOGRAPHY SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO CONSTRUCTION OPERATIONS. REPORT ANY MATERIAL DISCREPANCIES TO THE ENGINEER.
- THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT AND TRANSPORTATION NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL INCIDENTAL WORK NECESSARY TO COMPLETE THE PROJECT IN AN ACCEPTABLE MANNER, READY FOR USE, OCCUPANCY OR OPERATION BY THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND CONSTRUCTION WORK SITE SAFETY ON THIS PROJECT, MEETING ALL STATE, FEDERAL, AND LOCAL SAFETY REQUIREMENTS. TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH "KDOH" AND "MUTCD" CRITERIA.
- THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC ALONG THE PROJECT SITE DURING CONSTRUCTION.
- ALL EXCAVATED MATERIALS SHALL BE DISPOSED OF ACCORDINGLY WITHOUT FURTHER COST TO THE OWNER.
- THE CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS DIRECTED BY THE ENGINEER/OWNER. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAIN EVENT OF 0.5 INCHES OR MORE. EROSION CONTROL DEVICES NEEDING REPAIR SHALL BE REPAIRED AS SOON AS PRACTICABLE AFTER DISCOVERY. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL THE OWNER APPROVES THEIR REMOVAL. THE CONTRACTOR SHALL PREVENT DEPOSITION OF MUD, STICKS AND OTHER DEBRIS ON PUBLIC ROADS, RIGHT-OF-WAY, OR PRIVATE PROPERTY.
- ALL GRASSY AREAS DISTURBED WITHIN THE LIMITS OF THIS PROJECT SHALL BE SEEDED OR SODDED AND COMPLETE WITHIN 14 DAYS OF FINAL DISTURBANCE. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
- FOR THE DURATION OF THE PROJECT THE CONTRACTOR SHALL MAINTAIN ON THE JOB SITE AND KEEP UP TO DATE THE FOLLOWING: CONSTRUCTION PLANS, THE EROSION AND SEDIMENT CONTROL PLAN, RECORDS OF INSPECTION OF EROSION CONTROL MEASURES AND ANY REQUIRED PERMITS.
- ALL DISTURBED CURB AND GUTTER SHALL BE REPLACED IN KIND (WITH TYPE 1 CURB AND GUTTER IN ACCORDANCE WITH LFUCG STANDARD DRAWING NUMBER 301).
- THE CONTRACTOR SHALL INSTALL AND VERIFY THAT ALL NEW CURB AND GUTTER WILL DRAIN TO THE NEW CURB BOX INLETS.
- ACCEPTED QUANTITIES FOR STORM SEWER PIPE REMOVAL WILL BE PAID PER LINEAR FEET AND ALL LABOR, MATERIAL, EXCAVATION AND EQUIPMENT SHALL BE INCIDENTAL TO THE PIPE REMOVAL.
- ALL EXCAVATED AREAS INCLUDING SUBGRADES AND SUBBASES SHALL BE INSTALLED AND COMPACTED SO AS TO MEET A MINIMUM OF 90% OF A STANDARD PROCTOR DENSITY TEST SHALL BE CONDUCTED. FILL MATERIAL SHALL BE CONSTRUCTED IN HORIZONTAL LIFTS, NOT TO EXCEED SIX INCHES PRIOR TO COMPACTION.
- ALL UNSUITABLE MATERIAL BELOW PLANNED SUBGRADE SHALL BE REMOVED AND DISPOSED AND REPLACED WITH #2 STONE.

GENERAL CONTROL SURVEY NOTES

- THIS PLAN HAS BEEN DRAWN IN REFERENCE TO CONTROL POINT 1, CONTROL POINT 2 AND CONTROL POINT 3 LOCATED AT 669 BYRD THURMAN DRIVE (ALL 3 BEING PK NAILS).  
CP 1 EL: 915.72 LOCATED BEHIND THE CURB SOUTH WEST OF THE FLEET SERVICES BLDG ON TOP OF THE BASIN
- CP 2 EL: 922.71 LOCATED SOUTH OF THE FLEET SERVICES BLDG NEAR GUARD RAIL
- CP 3 EL: 902.71 LOCATED ON THE DAM OF THE BASIN SOUTH WEST OF THE FLEET SERVICES BLDG

KDOH STANDARD DRAWING LIST

- 280-05 CURB BOX INLET TYPE "B" - 12" - 48" PIPES
- 281-02 CURB BOX INLET TYPE "B" (STEEL DRAWING)
- 282-03 CURB BOX INLET TYPE "B" (TOP PHASE TABLES)
- 283-03 CURB BOX INLET TYPE "B" (DETAIL & BAR CHART FOR 8" LID)
- 410-05 BOX INLET PIPE CHAMBER

LFUCG STANDARD DRAWING LIST

- 201-1 TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT
- 301 CURB AND GUTTER

SUMMARY OF QUANTITIES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION
01	5	CY	EXCAVATION
02	33	SY	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)
03	60	LF	REMOVE PIPE 30"-48"
04	1	TN	CLASS 1 BITUMINOUS BASE
05	1	TN	CLASS 1 BITUMINOUS SURFACE LESS THAN 50 TONS
06	18	LF	EDGE KEY
09	1	EA	CURB BOX INLET TYPE "B"
11	70	LF	SAW CUT
12	53	LF	CONST. 24" - PVC STORM SEWER (0-8' NO ROCK)
13	20	HR	ROLLER/COMPACTOR WITH OPERATOR PER HOUR
14	23	TN	#2 STONE
15	1	EA	PIPE PLUGGING FOR PIPES 30"-48"
16	30	HR	DUMP TRUCK (TRI-AXLE) WITH OPERATOR
17	20	HR	BACKHOE (SMALL) WITH OPERATOR
18	2	TN	CHECK DAM
19	20	SY	SEED AND STRAW
20	13	SY	TURF REINFORCEMENT MAT
18	3	CY	UNFINISHED CONCRETE LESS THAN 10 CY

LEGEND

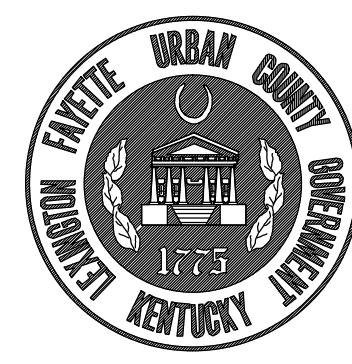
SYMBOL	ABBREVIATIONS	
	CP	CONTROL POINT
	PP	POWER POLE
	IP	IRON PIN
	LP	LIGHT POLE
	SAN	SANITARY MANHOLE
	STM	STORM MANHOLE
	WSO	WATER SHUT OFF
	MB	MAIL BOX
	WV	WATER VALVE
		LIMIT OF CONSTRUCTION
		EXISTING STORM LINE
		NEW STORM LINE
		PAVING LIMIT
	TREE	(EXISTING)
OTHER ABBREVIATIONS:		
	FH	FIRE HYDRANT
	WM	WATER METER
	DND	DO NOT DISTURBE

A LIST OF PROVIDERS OF PRIVATE UTILITIES FOLLOWS:

ELECTRIC POWER	WATER	TELEPHONE
KENTUCKY UTILITIES COMPANY	KENTUCKY-AMERICAN	WINDSTREAM
500 STONE ROAD	WATER COMPANY	130 W. NEW CIRCLE ROAD, SUITE 170
LEXINGTON, KY 40507	2300 RICHMOND ROAD	LEXINGTON, KY 40505-1401
(859) 367-4309	LEXINGTON, KY 40502	(859) 357-6206
KEVIN LONG	(859) 268-3408	RANDY VANLANDINGHAM
	JASON HURT	
NATURAL GAS	CABLE TV	
COLUMBIA GAS OF KENTUCKY	INSIGHT COMMUNICATIONS	
2001 MERCER ROAD	2544 PALUMBO DRIVE	
P. O. BOX 14241	LEXINGTON, KY 40509	
LEXINGTON, KY 40512	(859) 514-2510	
(859) 288-0248	GREG DELABAR	
MARK McCULLOUGH		

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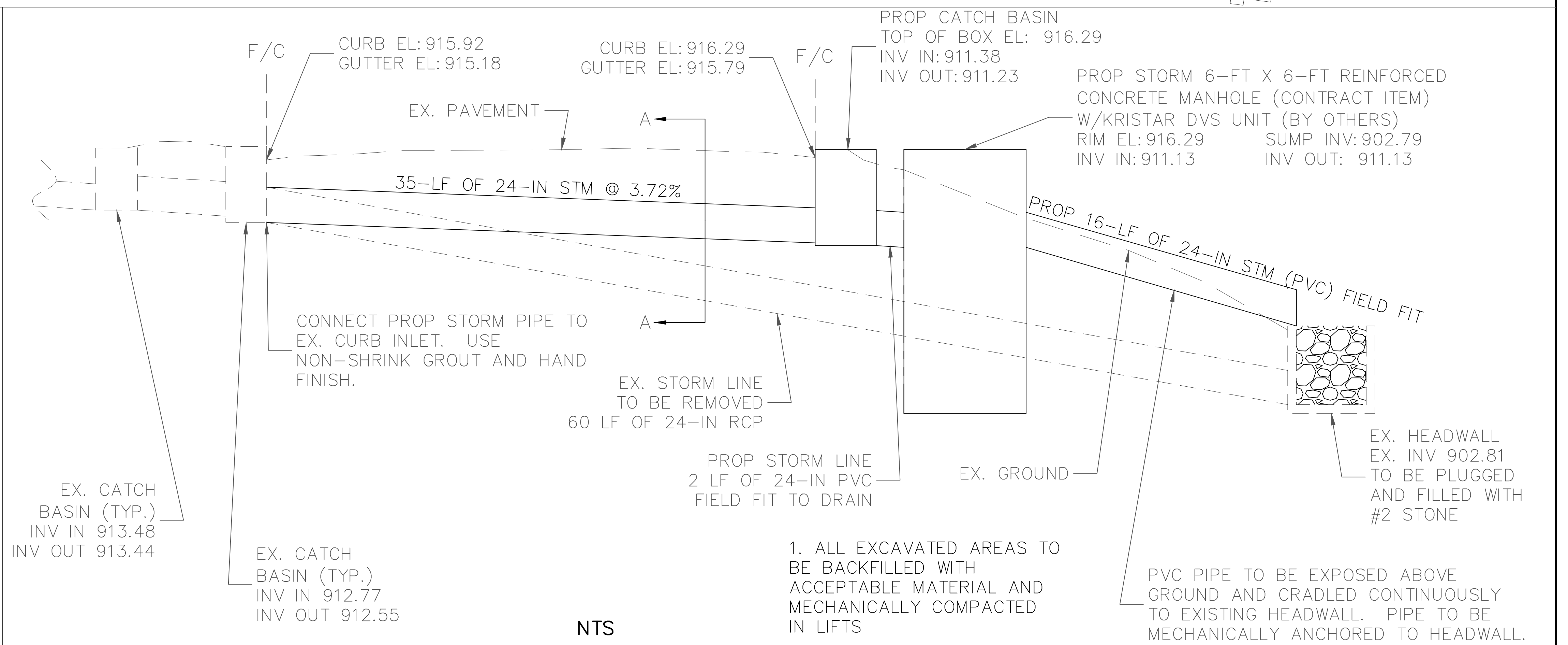
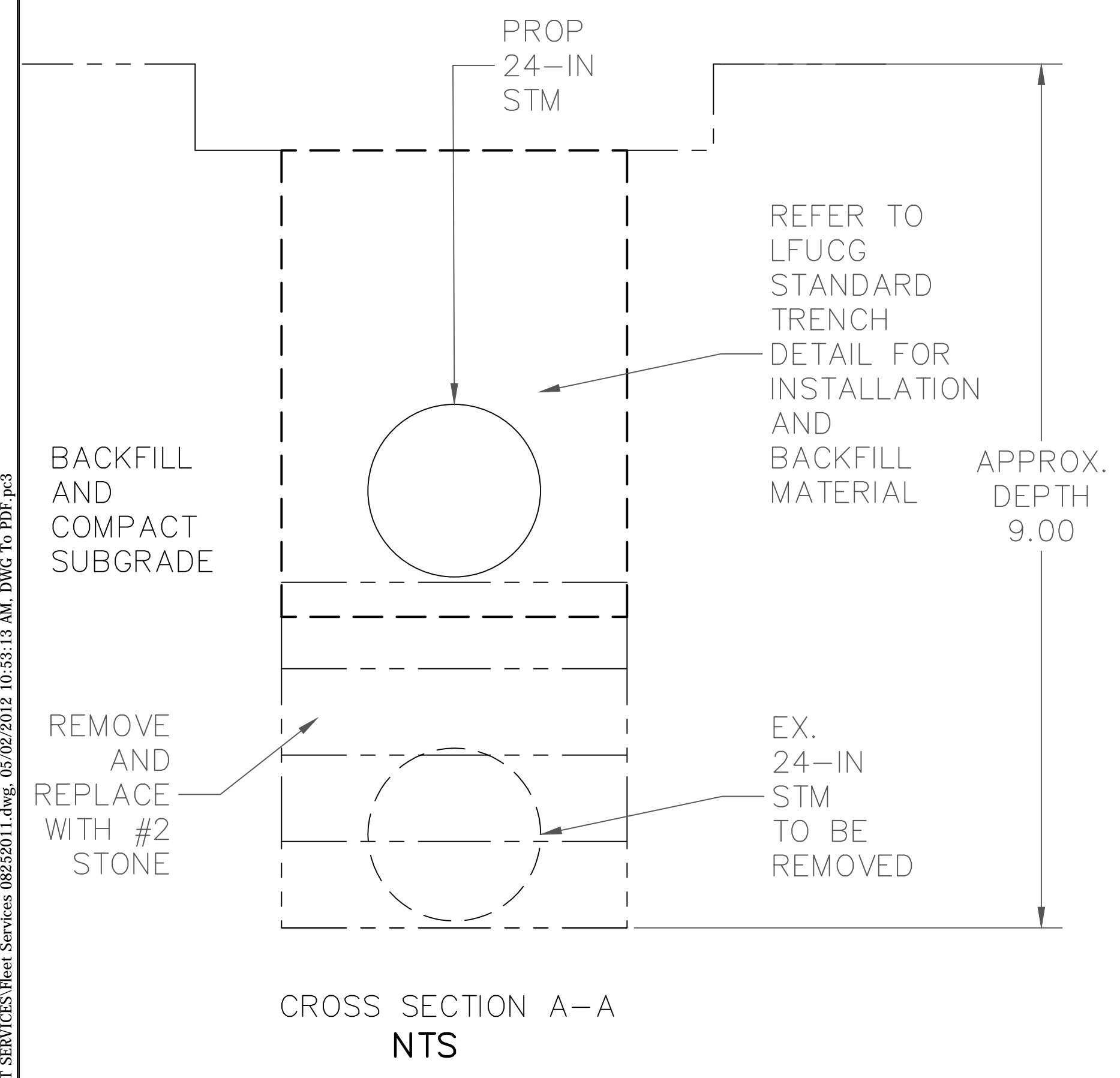
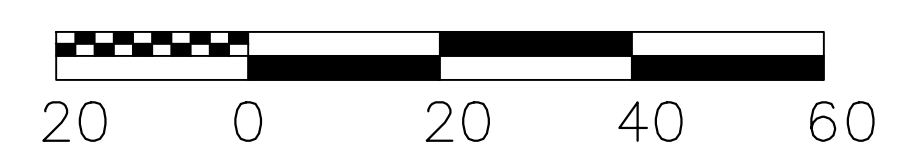
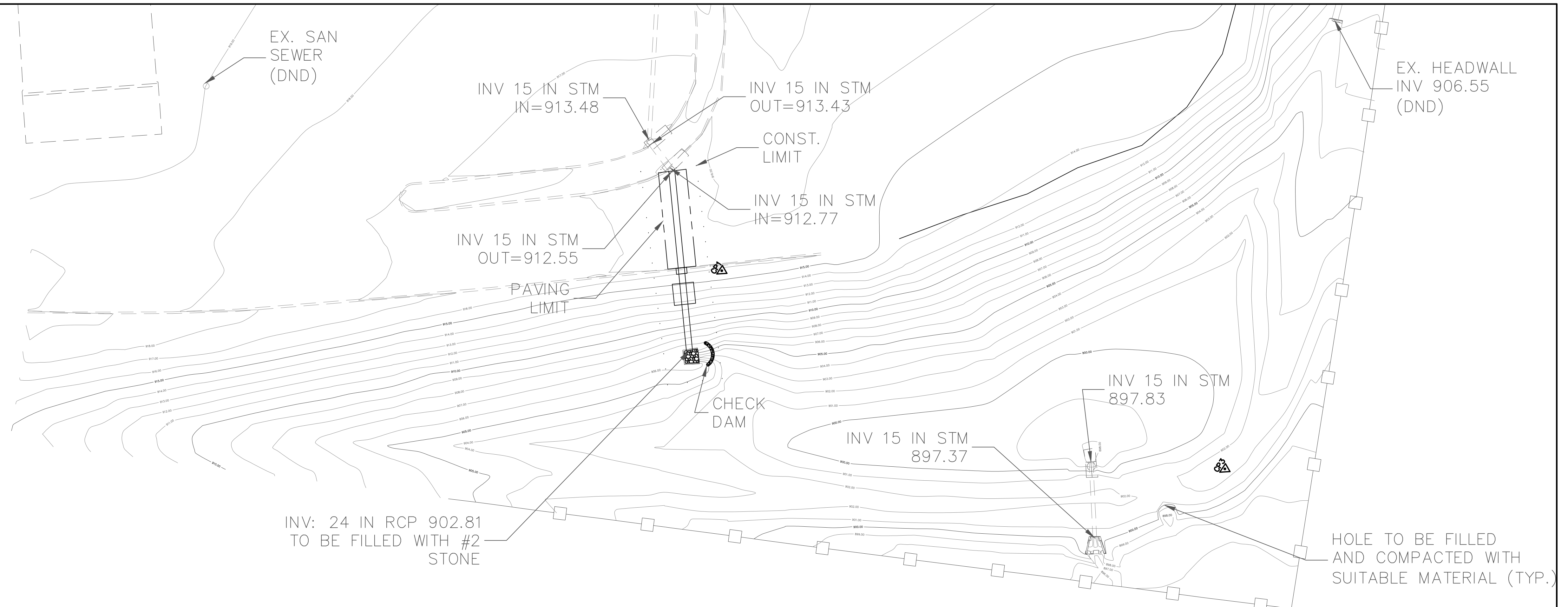
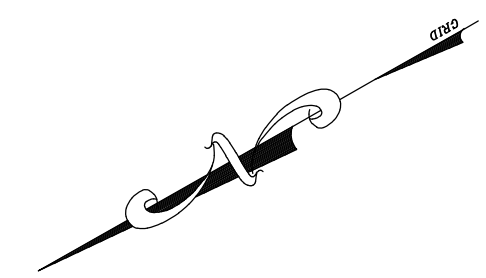


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**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**DIVISION OF WATER QUALITY**

SCALE: NTS  
 DATE: FEBRUARY 2012

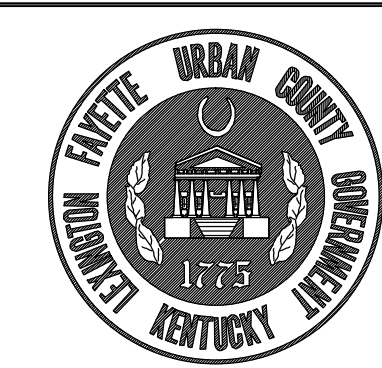
FLEET SERVICES  
 STORMWATER  
 CAPITAL IMPROVEMENT  
 669 BYRD THURMAN DRIVE

SHEET NO.:  
 2 OF 4



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			APPROVED:
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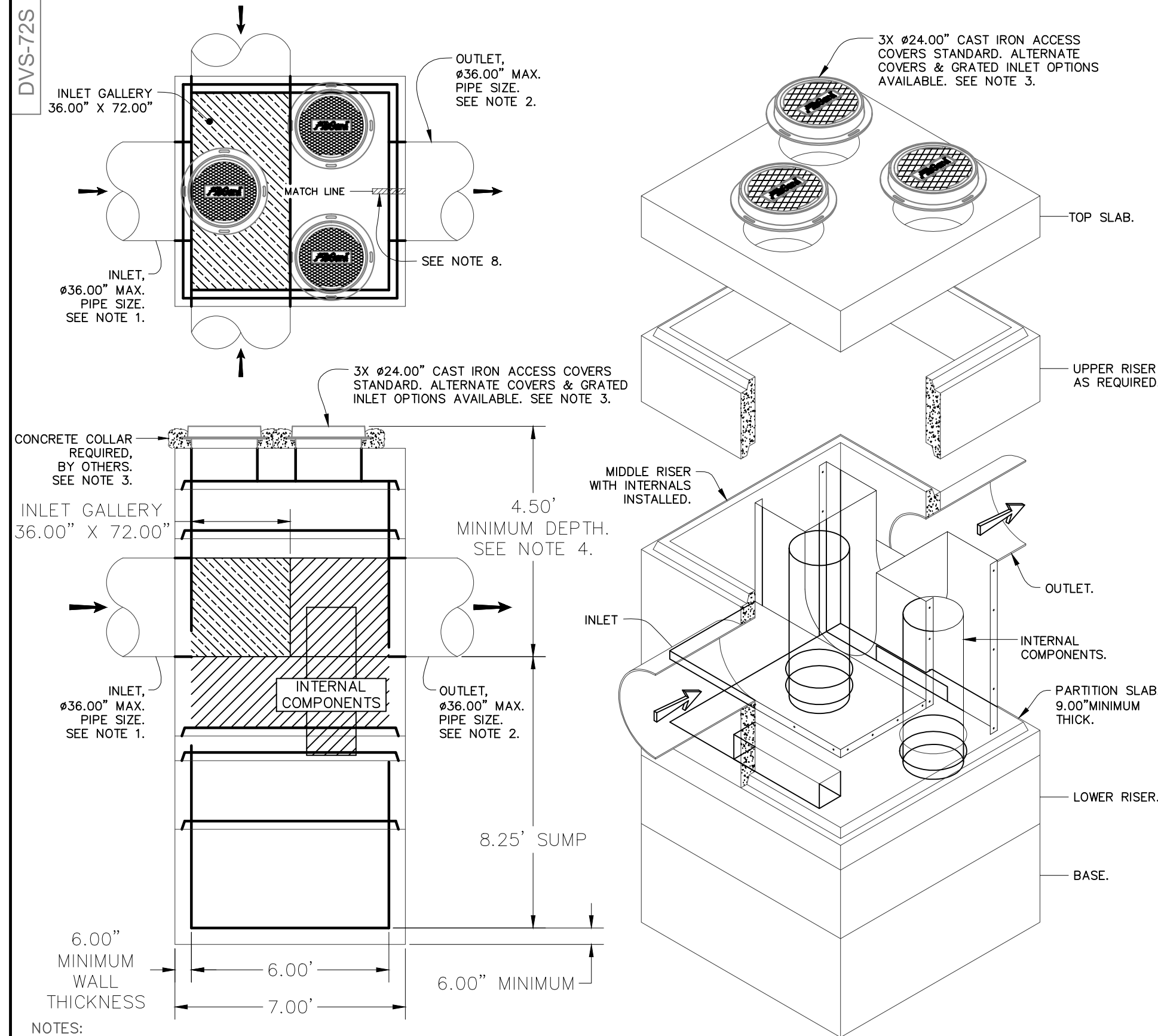
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 DATE: FEBRUARY 2012

**FLEET SERVICES**  
**STORMWATER**  
**CAPITAL IMPROVEMENT**  
**669 BYRD THURMAN DRIVE**

SHEET NO.:  
 3 OF 4



DVS-72S



- NOTES:
1. ALL INLET PIPES MUST ENTER SEPARATOR AT INLET GALLERY, (OBLIQUE ANGLES ALLOWED).
  2. STANDARD OUTLET PIPE CONFIGURATION TO EXIT SEPARATOR AT THE CENTER LINE, (OBLIQUE ANGLES ALLOWED). CUSTOM OUTLET CONFIGURATIONS AVAILABLE UPON REQUEST.
  3. BOLTED & GASKETED MANHOLE ACCESS COVER ELEVATION MAY BE ADJUSTED TO GRADE. FIELD POURED CONCRETE COLLAR AS REQUIRED BY OTHERS. INLET GRATES & ALTERNATE COVER OPTIONS AVAILABLE.
  4. FOR DEPTHS LESS THAN THE MINIMUM SHOWN CONTACT KRISTAR ENTERPRISES FOR ENGINEERING ASSISTANCE.
  5. CONCRETE COMPONENTS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM DESIGNATION C858.
  6. SUMP PARTITION MAY BE MADE AS A CONCRETE SLAB AS SHOWN, OR FROM ALTERNATIVE MATERIALS: E.G. STAINLESS STEEL, FIBERGLASS COMPOSITE, ETC.
  7. REMOVABLE INTERNAL COMPONENTS MAY BE AVAILABLE TO FACILITATE MAINTENANCE. SEE DRAWING DVS-R-0001 OR CONTACT KRISTAR ENTERPRISES FOR DETAILS.
  8. MATCH LINES PROVIDED TO FACILITATE PROPER ALIGNMENT OF ALL CONCRETE COMPONENTS DURING ASSEMBLY.

TITLE  
**FloGard** DUAL-VORTEX  
 HYDRODYNAMIC SEPARATOR  
 SQUARE STRUCTURE  
 DVS-72S

**KriStar Enterprises, Inc.**  
 360 Sulton Place, Santa Rosa, CA 95407  
 Ph: 800.579.8819, Fax: 707.524.8186, www.kristar.com

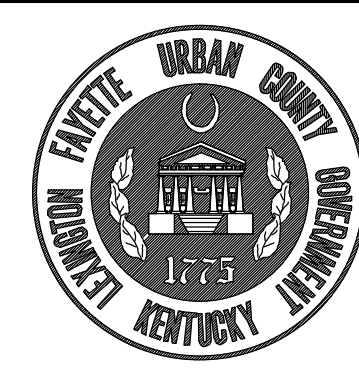
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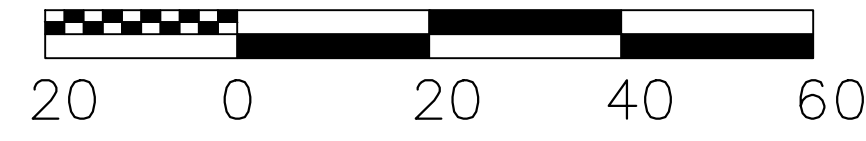
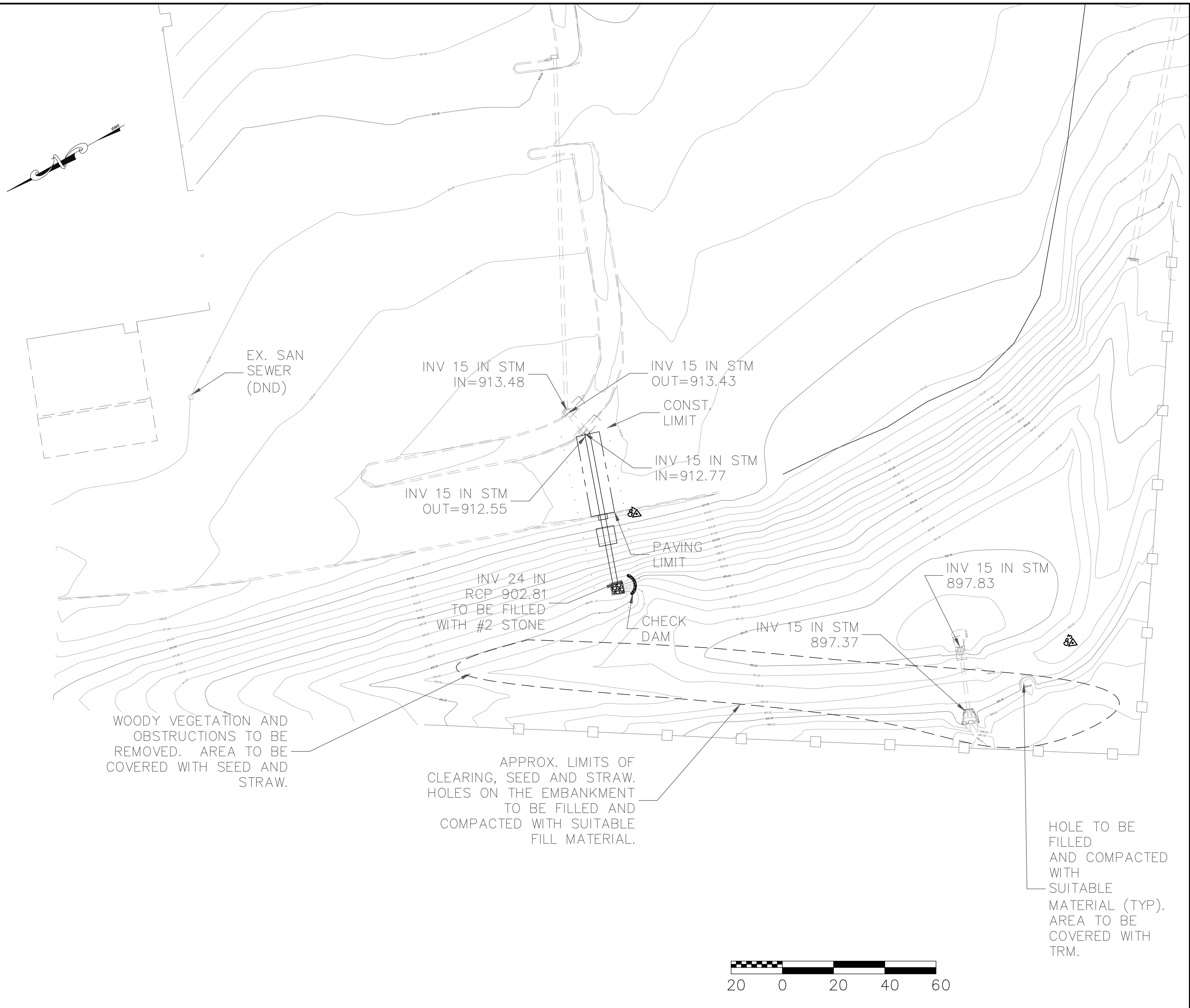


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FLEET SERVICES  
 STORMWATER  
 CAPITAL IMPROVEMENT  
 669 BYRD THURMAN DRIVE

SHEET NO.:  
 4 OF 4



**EXHIBIT B**

**PROPOSAL OF PROFESSIONAL SERVICES AND RELATED MATTERS**



# Engineering Services For Water Quality Feature Design



RFP #14-2016

Thursday — April 21, 2016





3399 Tates Creek Rd., Ste. 130  
Lexington, KY 40502  
Phone: (859) 559.0516  
Fax: (859) 559.0523

April 21, 2016

Mr. Todd Slatin  
Purchasing Director, Division of Central Purchasing  
200 East Main Street  
Lexington, KY 40507

**RE: RFP #14-2016 | Engineering Services for Water Quality Feature Design**

Dear Mr. Slatin:

Vision Engineering appreciates the opportunity to offer our services in response to the request for qualifications. **Vision Engineering** is a DBE firm which is located exclusively in Lexington. We are the most appropriate selection for the Water Quality Feature Design project for the LFUCG Division of Fleet Services because of the services we offer and our extensive experience with similar water quality improvement projects having a similar scope. Vision Engineering also offers the full array of surveying, civil design, and construction administration services for the site design and green infrastructure components that will be required for this project.

I have compiled a team of professionals whose skills are specifically refined for the requirements of this project. Vision Engineering's team is composed of various professionals including engineers, landscape architects, and surveyors — each having a specialized discipline. A detailed explanation of Vision Engineering's specialization is contained within this proposal. With a thorough review, you will see that our team is sufficiently qualified to complete the design requirements for the LFUCG Water Quality Feature.

Having recently completed the Embrace Church Stormwater Incentive Grant Project on North Limestone, the Hampton Inn on Southland Drive, and the Pond at Lakewood, Vision has a portfolio of constructed work which demonstrates our familiarity and experience designing alternative treatments for stormwater remediation. Vision Engineering is a leader in the central Kentucky region for alternative, or "green" infrastructure, design and have the applied experience to support this statement. Additionally, we understand the need to accurately locate all existing features so a proper design solution can be developed for the project. By offering surveying services, we are also able to efficiently relay the digital information obtained in the field to our designers. We have visited the site and have prepared an initial assessment of the existing conditions. A greater explanation of our familiarity of the project site and scope of work follows in this proposal.

All of Vision Engineering's employees live and work in Lexington. We have a vested interest in our community and want to help improve Lexington to the best of our abilities. The entire scope of work for the LFUCG Water Quality Design project will be completed in Lexington, enabling Vision to be responsive and readily available should issues arise.

My team has the experience to bring you success and is highly motivated to meet LFUCG'S cost and scheduled timeframe. We appreciate the opportunity to propose our services and look forward to working with you.

Sincerely,

Vision Engineering

Jihad A. Hallany, P.E.

Principal



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*Disadvantaged Business Enterprise (DBE) Certificate*



## INTRODUCTION

Throughout Mr. Jihad Hallany’s professional career, he has worked with several highly trusted and qualified people in the site development industry including private developers, municipalities, the transportation cabinet, and other government employees. Our reputation is our business: Vision Engineering has managed numerous projects in the Lexington area and grown since 2003 into a trusted engineering partner that meets budgets and schedules with quality designs. Our Team has extensive site development background which drives us to produce high-quality, constructible, cost-efficient, and aesthetically pleasing projects under tight budgets and timelines. As indication of Vision Engineering recent experience and relative competency, the project **The Pond at Lakewood Park** (*located in Lexington*) was recognized with an award from the Lexington Environmental Commission.

Vision Engineering’s mission is to provide clients with unsurpassed engineering services by:

- Producing innovative and quality work
- Completing projects on time and within budget
- Maintaining effective communication between the design team, client, and finance agencies
- Achieving minimum profit objectives
- Assuring technological advancement and continuity

## SECTION 1: SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE

Vision Engineering offers LFUCG a team that is highly experienced with projects having similar design requirements as those that will be required for the Water Quality Feature project at the LFUCG Fleet Garage. In addition to our portfolio of work in Lexington, Vision Engineering has experience on numerous other projects where water quality components were required. In addition to our project experience, Vision Engineering has a diverse range of professionals that offer technical competence that is unavailable with other design firms. Additional information follows in this proposal including individual project descriptions and resumes which should affirm Vision Engineering’s role as a specialist in water quality design and site development throughout the Central Kentucky region.

Vision Engineering’s team is composed of various professionals including engineers, landscape architects, and surveyors — each having a specialized skill set. Additional qualifications and demonstration of our team’s experience follows:

- Vision Engineering has not only designed, but had numerous developments install infrastructure designed to improve stormwater quality.
- Our personnel have the necessary education and applied design experience that proves we are leaders in the green infrastructure industry.
- Our technical expertise and knowledge of design requirements are appropriate for the work scope required for the LFUCG Fleet Garage Water Quality Feature. Vision has been practicing civil design and site development in Fayette County since 2003 and is familiar with relevant LFUCG Engineering manuals, scheduling requirements, and submittal procedures.

Another qualification demonstrating our team’s construction experience is our continued resident inspection work for the Division of Water Quality as part of the remedial measure program. Vision Engineering was selected for an Indefinite Services Delivery (ISD) contract and has provided inspection services for LFUCG on the projects shown at right:

LFUCG CONSTRUCTION INSPECTION PROJECTS
Idle Hour Sanitary Sewer Rehabilitation
East Lake Sanitary Sewer Installation
Century Hills Sanitary Sewer Improvements
Woodhill Sanitary Sewer Improvements



## SITE SURVEY:

Vision Engineering offers surveying services that will also be required during the initial design phase. Emphasis is placed on the importance of thoroughly recording the existing conditions so proposed improvements can be completely and correctly designed. A comprehensive survey is necessary to reduce conflict during the design phase,



thus saving time and money on potential field modifications and changes required during construction. Our surveyors use the most advanced tools and methods available to obtain accurate results, but we are also familiar with digitizing the data and transferring the field information within in our office to achieve maximum efficiency.

## MEETINGS:

Communication is critical to the success of a project. If Vision as a consultant is judged by the success of our projects, then communication is critical to our success as well. At Vision Engineering, we are frequently required to interact with citizens, neighborhoods, and LFUCG employees—we understand the importance of communication when conveying design and providing updates to keep clients informed of the project status.

Consistent with our Professional Services Pricing sheet, and the Scope of Services outlined in the RFQ, we will host a minimum of five meetings and plan to develop the agenda, keep, and distribute meeting minutes. At a minimum, the meetings for Phase 1 will occur as follows:

1. *Initial Kick-off meeting*
2. *Meeting to review conceptual design approach to water quality feature*
3. *50% meeting (to review draft construction plans)*
4. *90% meeting (to review progress set of construction plans)*
5. *Final meeting to review maintenance requirements*

Should the LFUCG decide to continue with Phase 2 services, Vision Engineering will plan to attend and preside over the following meetings:

1. *Pre-bid meeting*
2. *Meeting with LFUCG to review bid responses*
3. *Kick-off meeting with selected Contractor*
4. *One meeting at Substantial Completion*
  - *(Note: Additional progress meetings or requested meetings with the Contractor will be held as needed).*
5. *Project close-out meeting with LFUCG and selected Contractor*

Our BMP's and green infrastructure project experience is more than satisfactory to design a successful solution for the Water Quality Feature proposed at the LFUCG Fleet Garage. Selection Committee members are encouraged to review the resumes included in this proposal for a more detailed summary of Vision Engineering's specialized experience and technical competence.



**JIHAD A. HALLANY, PE** | Principal in Charge



**YEARS OF EXPERIENCE:** 16 years | **EDUCATION:** MS, Biosystems & Agriculture, University of Kentucky • BS, Civil Engineering, Water Resources & Structural, University of Kentucky  
**PROFESSIONAL QUALIFICATIONS:** Professional Engineer: Kentucky #22838 • Indiana #10403666 • Ohio #69566  
**STREAM TRAINING:** Rosgen Training: Level 1, 2, 3, and 4.  
**WETLAND TRAINING:** Army Corps of Engineers Wetland Delineation / Regional Supplement. Richard Chinn Training

### Professional Summary:

Mr. Hallany serves as the Principal in Charge since founding the firm in 2003, responsible for the operation of a 13+ person office that includes several engineering disciplines, environmental, construction service, inspection, and surveying serving both public and private clients. Mr. Hallany specializes in water resources, environmental design, and civil/site development.

### Project Specific Experience:

**Hamburg East—Stormwater Management Plan:** Served as Project Manager, scope of services consisted of the modeling, design, permitting with COE/KDOW/FEMA, bidding, construction administration, and inspection of two (2) regional detention basins, five (5) regional water qualities (wetlands), and 100 feet wide of riparian corridor of native species along Brighton Tributary of approximately 4,000 linear feet. Scope of services also included conducting monthly and semi annual inspections to monitor growth and survivability of plants within the wetlands and riparian corridor.

**Southland Drive-Wolf Run LOMR (2012):** Scope of services consists of evaluating Wolf Run Creek effective XP-SWMM (H/H Model) along Southland Drive between Nicholasville Road (US-27) and the railroad track approximately 2,200 lf. Scope of services also include the revision of the effective floodplain and floodway through LOMR process and update the XP-SWMM model.

**Montessori Middle School, Base flow aquifer (2014):** Goal of the experimental design is to establish a mathematical correlations between the percent (0, 10, 20, and 30%) of organic carbon, resident time, and the removal of nitrate and phosphate from base flow through in-stream and off-stream gravel aquifer. The scope will also include developing design guidelines and specifications for the construction base flow aquifer.

**MSD-Louisville Green infrastructure Manual (2013t):** Scope of services consists of developing training and certification classes/program for green infrastructures, developing inspection forms for twenty (20) green infrastructure practices, and conducting internal inspection on field inspectors. This program is part of the consent decree for Louisville, MSD.

**Kentucky Division of Water Statewide FEMA Map Risk Update, Fayette County, FEMA/ KDOW FY2009-FY-2012:** Scope of services included hydrological and hydraulic analysis for portion of **North Elkhorn, I-75 Tributary, East I-75 Tributary, portion of Cane Run Tributary, Pleasant Ridge Tributary, Two Ponds Tributary, Brighton Tributary, Iron Works Tributary, Pipeline Tributary, Quarry Tributary, Radio tower Tributary, portion South Elkhorn Tributary, Stonewall Tributary, Avon, David Fork, Johnson Road Tributary, Shannon Run Tributary, Walnut Hill Church Tributary, Boone Creek Tributary, Jones Creek Tributary, Manchester Branch Tributary, Shelby Branch Tributary, Mary Reynolds Creek, I-64 Tributary, Dixie Tributary, Bryant Road Tributary, Waveland Museum Tributary, Baughman Fork Tributary, and Todd's Road Tributary approximately 200 miles of limited and detail studies.** The hydrological/hydraulic study was conducted per FEMA Guidelines and Specifications for Flood Hazard Mapping Partners Appendix C: Guidelines for Revere Flooding Analysis and Mapping, November 2009. The outcome is used to establish base flood elevation and delineate the floodplain and floodway for multiple storm events, including 10, 25, 100, and 500 year. USGS stream gages within the study area used to calibrate hydrological/hydraulic model. Frequency analysis using the log-Pearson Type III was developed to compare the peak flow for the 100 year, 24 hour storm event.





## MATT CARTER P.E. | Civil Engineer / Project Manager

**YEARS OF EXPERIENCE:** 22 years | **EDUCATION:** BA | 1988 Bachelor of Arts in Urban Design, University of Tennessee, BS | 1994 | Bachelors of Science in Civil Engineering, University of Kentucky **REGISTRATION:** | P.E. | KY #21056

Mr. Carter, P.E. is a project manager at Vision Engineering, LLC. As a project manager, he is responsible for overseeing the design, permitting, construction management, and administration for public and private for civil and site development department. During the last 22 years, Mr. Carter has designed over 50,000 linear feet of urban streets. Typical projects of this nature roadway design, grading, erosion control, drainage, detention basins, sanitary sewers, as well as project scheduling and construction administration.

### Project Specific Experience:

**Red Mile Mixed-Used Development:** Served as a Project Manager for the design and permitting for the Phase 1, 2, and 3 of the Red Mile mixed-used development, which consists of 204 residential units and approximately 448,300 square feet commercial on a 66 acres site. Plans include public involvement in the form of small area plan, planning, 6,700 linear feet of urban roadway design, extension of 2,400 linear feet of 10 inch force main, pump station, turning lanes, widening of Red Mile Road, coordination with the different utilities companies, and associated infrastructures for the facilities.

**Sir Barton Office Park:** Served as Project Manager for this project located in Lexington, KY. The scope of services included the extension of 1,200 linear feet of 8 inch sanitary sewer.

**Oxford Village:** Served as a Project Manager for the design and permitting of single and multi-family residential subdivision. The subdivision consists of 304 single family and 249 multi family units over and area of 72 acres. The project required public involvement, planning, coordination with utilities, and design of approximately 6,400 linear feet of urban roadway, sanitary sewer, erosion prevention and sediment control plan (SWPP), and major stormwater management plan. The scope of service also included bidding, inspection, construction administration, and final record plat for the dedication of sewers.

**Creek Side Subdivision:** Served as a Project Manager for the design and permitting of residential subdivision. The subdivision consists of 176 residential units and approximately 40 acres of commercial. The project required public involvement, planning, coordination with utilities, and the design of approximately 8,500 linear feet of roadway, widening of KY 595, storm drainage, sanitary sewer, erosion prevention and sediment control plan (SWPP), and FEMA permitting.

**Red Mile Village:** Served as Project Manager for this project located in Lexington, KY. The scope of services included the extension of 1,400 linear feet of sanitary sewer to serve 534 beds for an apartment complex. Additionally responsible for the bidding, inspection, construction administration, and final record plat.

**Grand Campus:** Served as a Project Manager for the design and permitting for multi-family residential development, which consists of 128 multi family units over and area of 16 acres. The project required public involvement, planning, coordination with utilities, and the relocation of 1,000 linear feet of Barns Mill Road, 1,400 linear feet of sanitary sewer, erosion prevention and sediment control plan (SWPP), and major stormwater management plan. The scope of service also included inspection, construction administration, and final record plat.

**Reserve at Andover:** Served as Project Manager for this project located in Lexington, KY. The scope of services consisted of the design of 1,000 linear feet of roadway, storm drainage, and extending 1,600 linear feet of 8 inch sanitary sewer lines to serve ten single-family estate lots. Also responsible for overseeing site surveying and preparing development plan submittal requirements.

**West Brown Street, Melrose Street, and Greenwood Drive:** Served as a Project Manger for the design and permitting for the waterline line, sanitary sewer, and lateral line replacement. The project consists of the replacement of 2,800 linear of 8 inch waterline, 1,300 linear feet of 8 inch gravity sewer and lateral. Scope of services consisted of the surveying, design, permitting, bidding, construction administration, and project close out.



## RICHARD NEWTON, PLS | Survey Manager

**YEARS OF EXPERIENCE:** 30 years | **EDUCATION:** BS Environmental Science, Morehead State University (1989)  
**PROFESSIONAL QUALIFICATIONS:** Professional Land Surveyor: Kentucky L.S. #3674

### Professional Summary:

Mr. Newton has more than 30 years of experience in engineering / surveying projects. He is responsible for overseeing Vision Engineering's survey department and correlating with the design team. An example of typical projects completed by Rich include American Land Title Association (ALTA) surveys, boundary, legal descriptions, final record plats, and easement acquisition. Mr. Newton utilizes conventional systems as well as global positioning system (GPS) technology.

### Project Specific Experience:

Extensive experience locating boundary and easement lines and site features including vegetation, topography, and utilities. The following represents an abbreviated list of recent projects which required a detailed collection of site features:

- Severance Subdivision (Lexmark): Provided survey of existing features including buildings, pavement, boundary, easements, utilities, storm drainage structures, and topography.
- Morehead / East 1<sup>st</sup> Street - Phase 1 Streetscape: Provided survey of existing site features including drainage structures and utilities as well as boundary / Right of Way survey necessary for the first phase of the streetscape improvements.
- 1000 Oldham Ave & Dr. Robert Martin By-Pass: Approximately 60 acres in Richmond, KY
- Grand Campus (Yorick Place): Approximately 16 acres for student housing development in Richmond, KY. Included the relocation of Barnes Mill Road & permanent dedication of Right of Way
- Wesley Village: Approximately 16 acres for a retirement community in Wilmore, KY.
- Hampton Inn: Approximately 5 acre for a hotel and infill development in Lexington, KY.
- Cumberland Run: Approximately 156 acres for a horse track in Corbin, KY.
- Red Mile Racetrack: Approximately 66 acres for entertainment facility associated with horse track in Lexington, KY.
- Recent ALTA Surveys:
  - Morning Pointe of Lexington—East
  - 233 Ruccio Way
  - 150 Shoreside Dr

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, reservoirs, and Levees approximately 150 miles of detail and limited detail. The following are some of these streams:

- Fayette, Scott, and Jessamine Counties: East & West Hickman, North Elkhorn, and Town Fork approx. 30 miles of survey.
- Scott County: North Elkhorn, approximately 18 miles of detail survey
- Union County: Tradewater River, Dyson, and Cypress Creek approximately 20 miles of detail survey
- Union County: Levee survey, approximately 6 miles of detail survey.

Kentucky Department of Fish and Wildlife Services (FILO Program) global positioning system (GPS) field collected data and conventional surveying for stream restoration, easement, and property boundary for approximately 30 miles of streams. The following are some of these streams:

- Cadez County: Blue Spring's Creek and associated tributary of approximately 5 miles of detail survey.
- Casey County: Goose Creek and associated tributary of approx. 4 miles of detail survey.



## SAM ABDOLLAHIAN | Environmental / Project Engineer

**YEARS OF EXPERIENCE:** 6 years | **EDUCATION:** PhD | 2015 Civil and Environmental Engineering, University of Louisville  
MS | 2011 Civil Engineering and Geotechnics, University of Technology; Tehran, Iran | BS | 2008 Civil Engineering, Ferdowsi University; Mashhad, Iran

### Experience:

**Vision Engineering**, Environmental / Project Engineer: 2016 – Present

- *Design of green infrastructure, stormwater modeling, and geo-technical investigation*

**University of Louisville**, Center for Infrastructure Research – Research Assistant: 2012 – 2015

- *Assisting the evaluation of the infiltration performances for permeable pavements.*
- *Collaborative demonstration project for water treatment using natural processes.*

University of Louisville, Teaching Assistant:

“Soil Mechanics” – Dr. Qian Zhao (Fall 2013)

“Environmental Engineering”, Dr. Sarah Lynn Cunningham (Summer 2013)

K. N. Toosi University of Technology, Teaching Assistant:

“Tunnel Engineering” – Dr. Hasan Ghasemzadeh (Spring 2011)

“Rock Mechanics” – Dr. Hasan Ghasemzadeh (Spring 2011)

**K. N. Toosi University of Technology** – Laboratory Instructor: “Environmental Laboratory” (Spring – Fall 2011)

**Ferdowsi University** – Laboratory Instructor: “Soil Mechanics Library” (Fall 2007 – Spring 2008)

### Publications:

**S. Abdollahian**, H. Kazemi, T. Rockaway, Q. Zhao, V. Gullapalli, **Stormwater Quality Benefits and Hydrological Performance of Permeable Pavement Systems with Deep Aggregate Layers** (Submitted to the Journal of Environmental Management, Under Review).

H. Kazemi, T. Rockaway, J. Rivard, **S. Abdollahian**, **Assessment of Surface Infiltration Performance and Maintenance of Two Permeable Pavement Applications in Louisville, Kentucky**, (Submitted to Journal of Sustainable Water, Under Review).

H. Kazemi, **S. Abdollahian**, T. Rockaway, J. Rivard, **The Water Quality and Quantity Performance of a Permeable Pavement System in Louisville, KY**, Weftec 88th Annual Technical Exhibition and Conference.

**S. Abdollahian**, T. Rockaway, J. Rivard, **Filtering Performance of Permeable Pavement System with a Reservoir Structure**, Kentucky Stormwater Action Annual Conference, July 2015.

A. Ehsaei, **S. Abdollahian**, T. Rockaway, **Refining the maintenance techniques for Interlocking Concrete Paver GI**, Conference of Low Impact Development (LID), July 2013.

H. Ghasemzadeh, **S. Abdollahian**, H. R. Shabanzadeh, R. Bazazzadeh, **Investigation on influence of soil properties on Transport of Escherichia coli in saturated soils**, International Journal of Earth Sciences and Engineering ISSN 0974-5904, Volume 04, No 06 SPL, October 2011, pp. 989-993.

### Skills:

**Software:** HEC-HMS, ArcGIS, GEO-SLOPE; SEEP/W; SLOPE/W, AutoCAD, Microsoft Office Suite



## Eko Kemper | Environmental/ Engineering Specialist

**YEARS OF EXPERIENCE:** <1 year | **EDUCATION:** BA in Applied Mathematics, Kentucky State University (2015) and BS in Biosystems and Agricultural Engineering, Bioenvironmental Specialty (2015)

### Experience:

**Vision Engineering, Environmental / Engineering Specialist:** 2016 – Present

- Work on Storm Water and Environmental projects with colleagues
- Assisting with technical project reports
- Office assistance

**Lexington-Fayette Urban County Government, Division of Water Quality (Part-time):** 2015-2016

- Checked ERU billing, pervious and impervious areas
- Used Excel and Word to rework, organize and create documentation of inspections.
- Used AMEC to check parcels and their ERU history

**Gallatin County Middle School, Long-term Substitute Teacher (7 weeks):** 2016

- Covered 8th grade math material for 7 classes per day
- Kept the students on task, graded papers and managed their behavior

**Flocculation Project, University of Kentucky Biosystems & Agricultural Engineering Senior Design Course (Unpaid):** 2015

- Used BASF Magnasol A1 Flocculation blocks to test in a constructed cross-vane
- Tested erosion rate of blocks at 4 depths and 3 flowrates
- Constructed a cross-vane to put into a flume
- Consulted with BASF to get the blocks
- Wrote formal proposals and reports of project

**Meadow View Shopwise, Shift Manager & Office Assistant (Part-time):** 2008-2015

- Managed 4-6 people per shift during the day and night
- Used computer software for accounts payable & receivable, create labels and change prices
- Customer service, stocked
- Worked in the bakery, deli, produce and meat departments

**Lexington-Fayette Urban County Government, Division of Water Quality (Part-time):** 2014

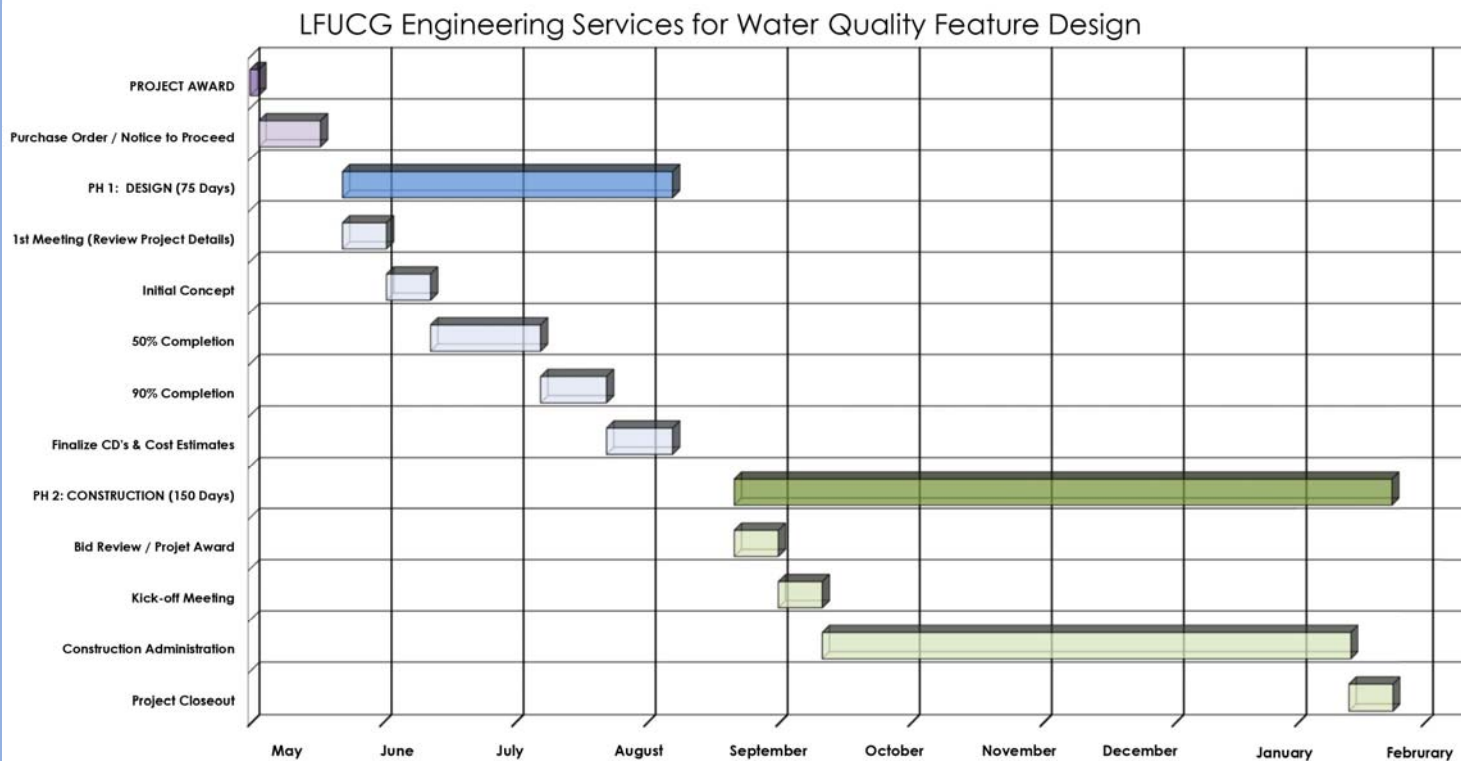
- Performed monthly inspections on ponds
- Inspected retention and detention basins throughout the city
- Used PeopleSoft to document, cite and schedule the inspections

### Skills:

**Software:** Microsoft Office Suite, HEC-HMS, AutoCAD, MATLAB, Inventor



**SECTION 2: CAPACITY** Vision Engineering has reviewed the limits for the scope of work and the desired schedule. Per the Schedule provided in Section C of the Scope of Work provided in the RFQ, the desired duration for the First Phase of work is 75 days in length. The approximate duration for the optional Phase 2 scope of work spans 150 days. The following chart indicates our understanding of the desired project schedule and assumes the Notice to Proceed would be issued in mid-May:



Vision Engineering has the necessary workforce available to meet the deadline. The current workload and projected commitments for Vision Engineering personnel has been provided below. The percentages listed for "Availability" are approximations for the time available for the respective personnel to contribute to the project:

**Jihad Hallany, PE**

Time Committed: 80%  
Availability: 20%

**Rich Newton, PLS**

Time Committed: 60%  
Time Available: 40%

**Eko Kemper, EIT**

Time Committed: 20%  
Time Available: 80%

**Matthew Carter, PE**

Time Committed: 75%  
Time Available: 25%

**Sam Abdollahian, PhD**

Time Committed: 40%  
Time Available: 60%

The following summarizes how the responsibilities will be distributed to personnel according to their professional specialty:

- Project Administration: Jihad Hallany & Matt Carter
- Surveying: Rich Newton
- Environmental Design: Jihad Hallany & Sam Abdollahian
- Design Development: Jihad Hallany, Matt Carter, Sam Abdollahian, & Eko Kemper
- Preparation of Contract Documents: Matt Carter & Eko Kemper

Our workload is such that we can begin this work immediately. Our team has the time and resources available to complete the project drawings and specifications within the desired time frame. We would expect substantial construction completion near the end of this calendar year.

Selection of our team would assure LFUCG that the project would be completed within the set schedule. The **Vision Team** offers a team of competent professionals that are ready and proven in our ability to deliver this project.

### SECTION 3: FAMILIARITY WITH DETAILS OF THE PROJECT

**Introduction:** The Lexington– Fayette Urban County Government has issued the Request for Qualifications for design services related to a proposed water quality feature at the Division of Fleet Services located at 669 Byrd Thurman Drive. The project is outlined as two separate phases of work: Phase 1 is for Design Services and Phase 2 is for Bid Assistance and Construction Administration. LFUCG reserves the right to proceed with Phase 2 Services. Note: Vision Engineering’s fee has been priced separately as requested in the RFQ. See Section 5 for our cost estimate.

#### **Project Description:**

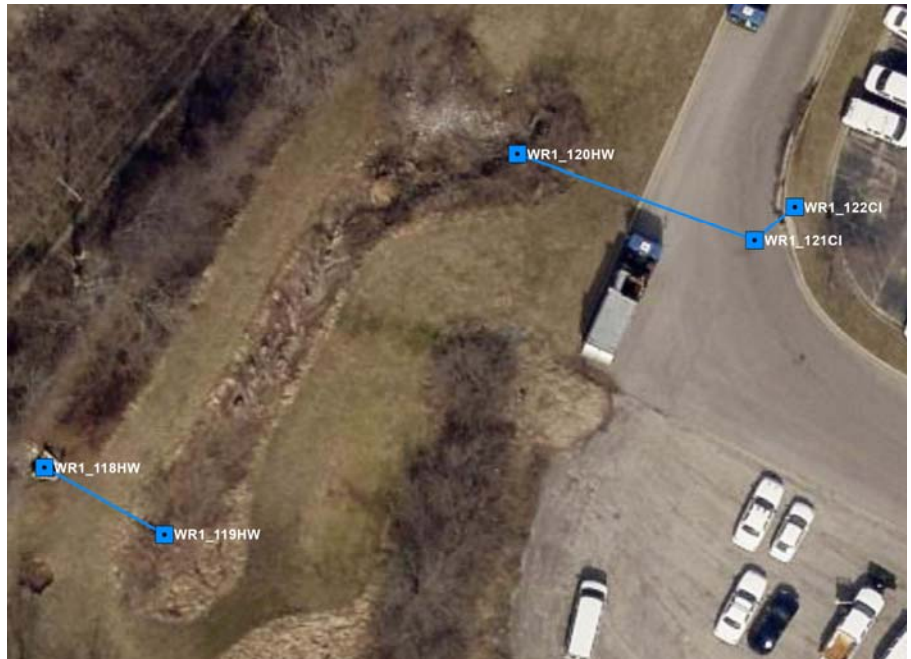
LFUCG is seeking a consultant to provide a design solution at an existing basin which captures runoff from the Fleet Management Complex. The goal is to reduce oil and grease (O&G) and sediment from the stormwater at this KPDES Permitted location before it enters Wolf Run and the Town Branch. LFUCG desires a solution which is easily accessible both for future maintenance and for ease of collecting water samples for analysis. The improvements will also include mechanisms to estimate inflow and outflow rates.

Several exhibits were included for reference in the RFQ and labelled as **Attachment 2—Conceptual Drawings**. In addition to general notes and a summary of quantities, the Conceptual Drawings consist of a plan, profile, a cross-section, and a manufacturer’s typical detail for a precast “FloGuard” dual-vortex, hydrodynamic stormwater quality unit.

#### **Assessment of Existing Conditions:**

Vision Engineering has visited the site for a better understanding of the existing conditions and have made the following observations:

- The existing outfall structure (labelled as “120HW” in the plan exhibit) discharges into a rock lined channel
- A synthetic wattle has been anchored below the outfall pipe to reduce sediment / oil & grease pollutants
- The curb inlet (labelled as “121CI”) contains a stormwater insert basket to capture contaminants from runoff
- There is apparent evidence of oil & grease contaminants on the rock channel downstream from the headwall before the runoff empties into the basin.



**RFQ ATTACHMENT 1: “PROJECT LOCATION” EXHIBIT**



**OUTFALL STRUCTURE—120HW**  
(Note staining on rock channel)

### Assessment of Existing Conditions (Continued):

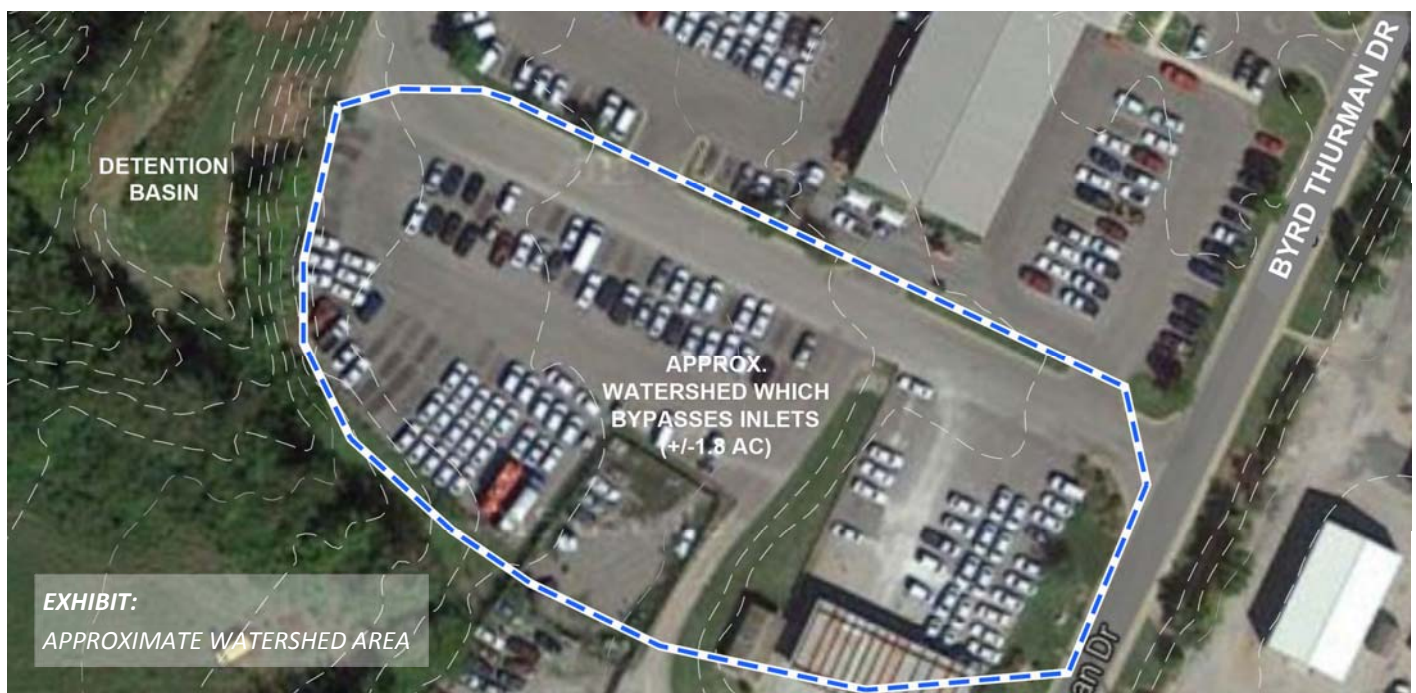
- When observed, the basin was wet and locations containing standing water were noted 4 days after a 0.64" rain event.
- Invasive vegetation were noted in the swale and bottom of basin (including honeysuckle, pear, and cattails)
- The pipe which leaves the basin (labelled as "119HW") has a restrictor plate to reduce flows which exit the basin. This outlet structure was also partially blocked with vegetation and sediment deposition.
- A synthetic straw wattle has been anchored to the outfall structure (labelled as "118HW") before leaving the site.
- The basin discharges into a concrete-lined channel located beyond the perimeter.
- The steep slopes of the site make routine maintenance difficult.
- Stormwater runoff from the southern portion of the Fleet Services facility (which currently stores numerous garbage and fire trucks) bypasses the storm drain inlets and flows directly into the basin.
  - This area is approximately 1.8 acres in size (see exhibit below)
- The total watershed area which drains into the basin is approximately 7 acres (determined from topographic information available from LFUCG GIS open portal).
  - There is insufficient capacity and treatment with the current system. The existing stormwater management facility does not have adequate capacity to treat the first flush from the on-site impervious area; given the nature of the land use of the site, **we can anticipate a solution that includes a combination of green infrastructure within the existing basin and water quality prefabricated devices within the existing inlets.**

2016	Precip. (in)	Events
Apr	sum	
11	0.62	Rain , Thunderstorm
12	T	Rain
13	0.00	
14	0.00	
15	0.00	

**RECENT PRECIPITATION HISTORY**  
(From Weather Underground, April 15, 2016)



**SITE PHOTO: LOT AREA WHICH BYPASSES INLETS**



**EXHIBIT:**  
APPROXIMATE WATERSHED AREA



## Scope of Work:

The following summarizes the anticipated scope of work:

### **Design Services: Phase 1**

1. Determine existing 10-yr, 24-hr discharge and corresponding O&G and sediment load
2. Survey (obtain and organize all existing features; digitize features)
3. Geotechnical investigation (as needed)
4. Coordinate with necessary utility companies
5. Prepare all permit applications
6. Design of Water Quality Feature for O&G and sediment removal.
7. Preparation of contract documents (plans, details, and specifications) for construction bidding
8. Prepare report that discusses engineering rationale and cost estimates for final design
9. Develop maintenance requirements (with input from appropriate LFUCG personnel)
10. Develop opinion of probable cost for bid assistance and construction administration

### **Construction Administrative Services: Phase 2 *(If Authorized by LFUCG)***

1. Assist in the bid process
2. Conduct pre-construction conference, prepare, and distribute meeting minutes
3. Review shop drawings and documents submitted by contractor according to contract documents
4. Respond to contractor's request for information
5. Prepare change orders and submit to LFUCG for approval
6. Conduct construction progress meetings
7. Perform weekly site visits and prepare inspection reports for each visit.
8. Conduct all required testing
9. Review contractor's pay request
10. Develop punch list at Substantial Completion
11. Assist LFUCG with final inspection
12. Prepare As-Built drawings with Final Construction Documents
13. Provide 2 hard copies of all final documents and disc containing all relevant digital copies.

Please review the following project descriptions for a better understanding of Vision Engineering's projects having a similar scope. Additionally, three letters of recommendation have been provided from past clients which endorse our performance on similar projects: two are from private clients, and one is from an LFUCG employee.





## THE POND AT LAKEWOOD PARK: LEXINGTON, KY

### *2014 ENVIRONMENTAL COMMISSION AWARD WINNER*

**Project Location:**  
Lexington, KY

**Client / Owner:**  
Lakeshore  
Apartment Assoc,  
Inc. & Andover  
Management  
Group Inc.

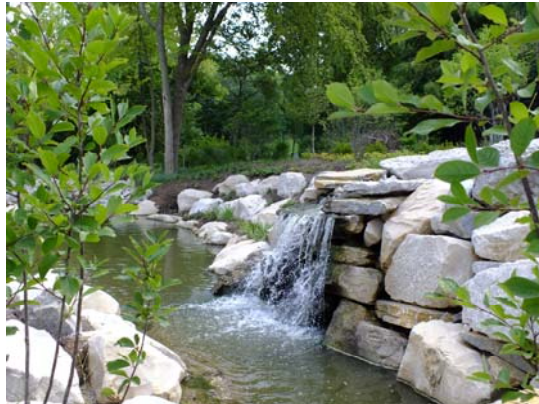
**Project Lead:**  
Jihad Hallany, P.E.

**Services Provided:**  
Stream Restoration  
H/H  
Dredging Plan  
BMP Plan  
401/404 Permitting

**Size:**  
Approx. 5 acres

**Status:**  
Completed

**Award Winning:**  
Lexington—Fayette  
County  
Environmental  
Commission Award



The Pond at Lakewood Park located just upstream of Lexington's Reservoir #2, with a surface area of approximately 3.0 acres. Over time sediment, trash, and invasive plants had accumulated in and around the pond resulting in poor water quality. The pond had become unsightly, foul smelling, and it no longer supported a healthy aquatic community. Vision Engineering in Conjunction with Barrett Partners, Inc. had been selected by Lakeshore Apartment Association, Inc. and Andover Management Group Inc., to create a sustainable aquatic environment as well as an attractive amenity.

Cleanup of the pond resulted in hundreds of pounds of trash, including shopping carts, tires and barrels. Dredging removed over 3,000 cubic yards of sediment and the pond depth reached ten feet. Three aerators were added, and a waterfall from re-circulated water was created to maintain the flow of the stream. Invasive plant species including euonymus and honeysuckle were removed from around the pond and stream, and existing trees were saved and pruned for their long term health. New landscaping includes native trees, shrubs and herbaceous plants all chosen for their contribution to a sustainable aquatic environment. These riparian species serve as natural bio-filters of sediment, help control erosion, and enhance the aquatic habitat.

Access to the pond and stream is provided by a paved pathway. Swaths of lawn encourage access to the pond edge while large rocks provide access across the stream. A wooden dock provides another way for people to experience the pond. Additionally, the pond provides water for irrigation of the apartment community thus reducing the need for domestic water.

Retrofitting the pond and restoring of approximately 250 linear feet of stream improved water quality, reduced algae, removed the foul odor, reduced mosquito problems, and improved the aquatic habitat, it has turned the pond into a beautiful and enjoyable amenity for the neighborhood.



## BRIGHTON EAST TRIBUTARY & CONSTRUCTED WETLANDS: LEXINGTON, KY

### Project Location:

Lexington, KY  
Hamburg East  
(Expansion Area #2)

### Client:

Silver Oaks  
HDR (Prime)  
Vision Engineering  
(Sub)

### Construction Cost:

\$190 Thousand

### Date of Completion:

Design: December  
2010

Construction: July  
2013

### Rural or Urban:

Urban

### Type of

**Improvement:** Storm  
Water Quantity/  
Quality Control

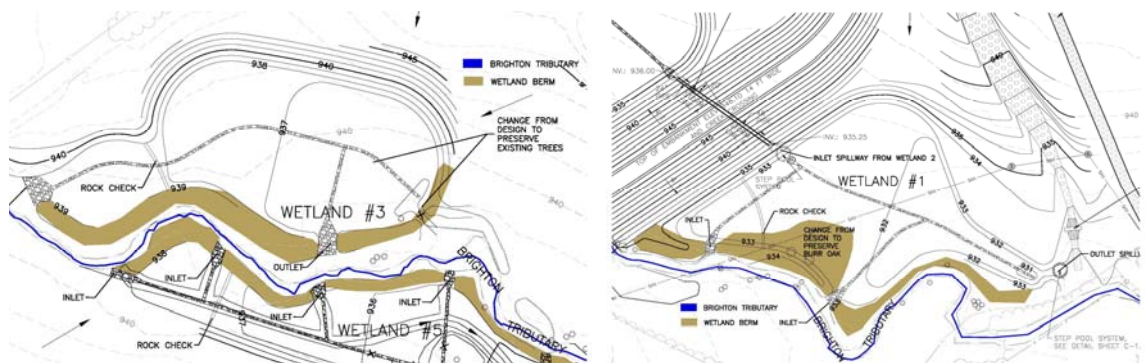
### Project Manager:

Jihad A. Hallany

### Contact:

Mr. Warren Witt  
(Manager)

Phone:  
(859)-321-5799



Brighton Tributary is a second order intermittent stream that drains the majority of Hamburg Area. Lexington Fayette Urban County Government's (LFUCG) Storm Water Master Plan recommends regional storm water facilities along Brighton Tributaries.

Two detention basins are proposed along Brighton Tributary, Detention basin #1 upstream Polo Club Boulevard and detention basin #2 located approximately 700 linear feet upstream of the confluence of North Elkhorn and Brighton Tributary. Both detention basins will route the low flow or daily flow through open bottom culvert to minimize impact on stream and maintain the connectivity of biological species between North Elkhorn Creek and Brighton Tributary. Less frequent storm events will be controlled through outlet structures.

Water quality portion for this project is to divert runoff from Brighton Tributary at certain stages of wetlands adjacent to Brighton Tributary. These diversion channels will also allow biological species to migrate between main channel and the flood prone areas. This will also create a drainage network between North Elkhorn, Brighton Tributary and the wetlands which are necessary for food chain, flood protection, and nesting.

This concept will not only treat first flush phenomena, and enhance biological activities between major streams, tributaries, and flood prone areas, but will also raise the water table, thus enhancing the growth of the riparian corridor.



# EMBRACE CHURCH PARKING AND STORMWATER IMPROVEMENTS: LEXINGTON, KY

## 2013 LFUCG STORMWATER INCENTIVE GRANT APPLICATION WINNER

**Project Location:**  
Lexington, KY

**Client / Owner:**  
Bruce Nicol Jr.  
Nicol Development  
1597 Martha Ct.  
Lexington, KY 40505

**Project Lead:**  
Jihad Hallany, P.E.

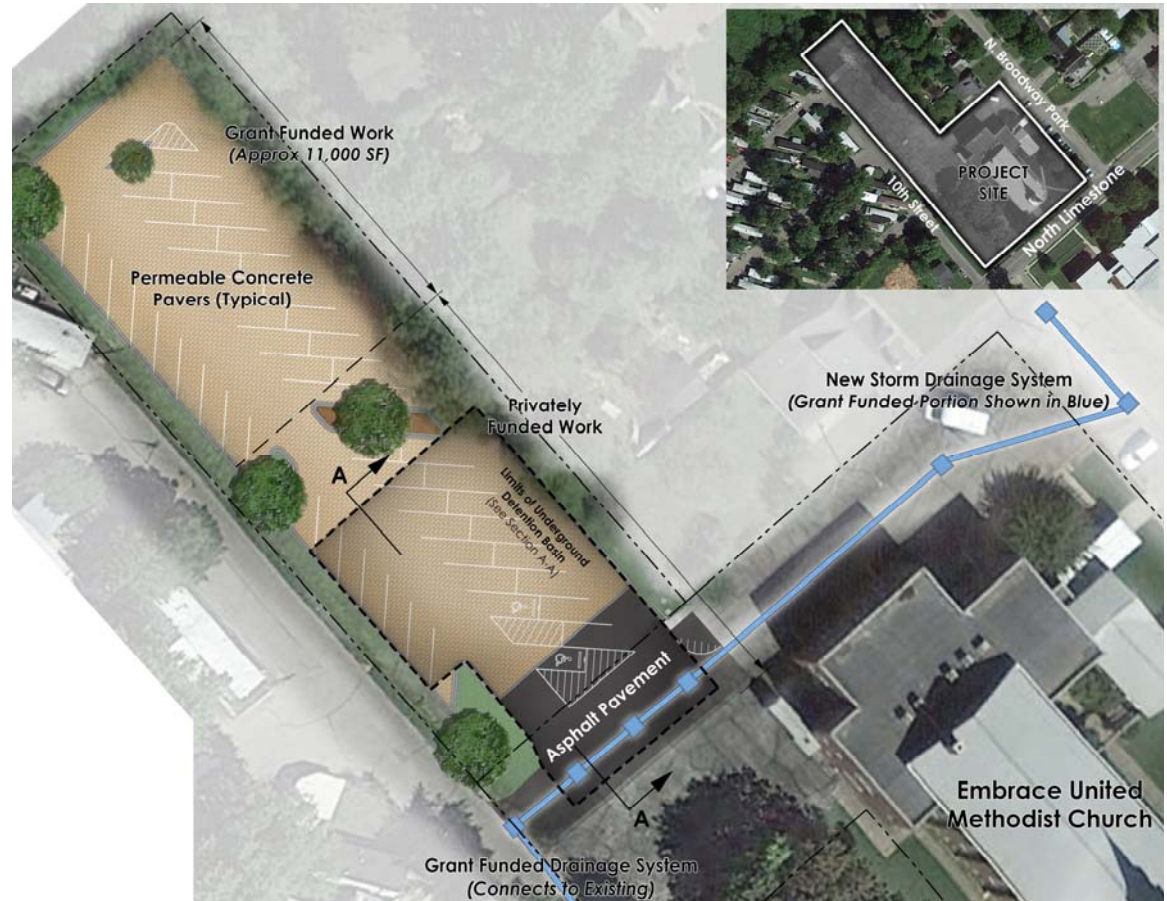
**Services Provided:**  
Public Meetings  
Surveying  
Site Layout  
Grading / Drainage  
Stormwater  
Modelling  
Green Infrastructure

- Permeable Pavement
- Underground Detention

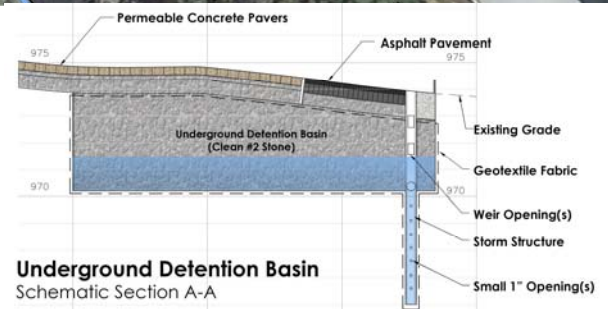
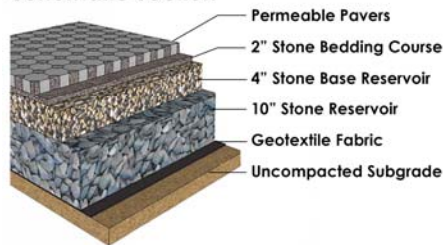
Permitting  
Grant Admin.  
Const. Inspection  
Interpretive Signage

**Size:**  
Approx. 5 acres

**Status:**  
Completed



**Permeable Concrete Paver Detail Schematic Section**



Embrace United Methodist Church was the winner of an LFUCG Stormwater Incentive Grant Application in 2013 which helped fund the major renovation of the church parking lot. For a project like this to be successful, it takes two things: A progressive community and a contributing partner from the private sector. This project had both. The improvements constructed are designed to both improve water quality and reduce the potential for flooding. Using some alternate construction techniques, additional capacity for storage of stormwater has been provided beneath the pervious pavers and asphalt pavement that allows an area formerly prone to frequent flooding to be developed.



## MONTESSORI MIDDLE SCHOOL OF KENTUCKY

### Project Location:

Lexington, KY

### Client / Owner:

Montessori  
Middle School

### Project Lead:

Jihad Hallany, P.E.

### Services

#### Provided:

CLOMR  
Experimental  
Research  
H/H Modeling  
Easement

### Size:

Approximately 5  
acres

### Status:

Construction is  
complete;  
research is on-  
going

### Project Funds:

LFUCG  
Stormwater  
Quality Projects  
Incentive Grant  
Program



Vision Engineering in conjunction with Ecogro and Stream Institute at University of Louisville, was selected by Montessori Middle School to improve the Stonewall Tributary water quality, by restoring approximately 900 linear feet of perennial stream, construction of stormwater wetlands, in-line gravel aquifer, riparian corridor, and experiment on-line gravel aquifer for research and educational purpose.

The goal of the experimental design is to establish a mathematical correlation between the percent (0, 10, 20, and 30%) of organic carbon, resident time, and the removal of nitrate and phosphate from the base flow through in-stream gravel aquifer. The scope will also include developing design guidelines and specifications for the construction of base flow aquifer.



## HAMBURG EAST—STORMWATER MANAGEMENT

### Project Location:

Lexington,  
Kentucky

### Client / Owner:

Mr. Warren Witt  
Director of  
Development  
Hamburg Place  
2517 Sir Barton  
Way  
Lexington, KY  
40509  
(859) 299-1515

### Project Lead:

Jihad Hallany, P.E.

### Services Provided:

Stormwater  
Constructed  
Wetland  
Regional Detention  
CLOMR  
404/401 Permitting  
USFWS  
KDOW-Floodplain  
Permitting  
Bidding  
Construction  
Administration  
Final Record Plat  
Exactions

### Size:

Approximately 9  
acres

### Status:

Completed

### Construction Cost:

\$830,000.00

### Change Order:

NONE



Vision Engineering was selected by Hamburg Place in 2010 to ensure compliance with the Expansion Area Storm Water Master Plan, develop regional water quality, and stormwater management plan for Hamburg East Area.

Brighton Tributary is a tributary of North Elkhorn with perennial stream classifications. Two (2) regional detentions basin constructed, one upstream of Polo Club Boulevard and the second basin approximately 700 linear feet upstream of the confluence with North Elkhorn. Both detention basin constructed with open bottom multi-plate arch culvert with an opening larger than the bankfull width. The goal is to minimize the impact on the stream and maintain the connectivity of biological species between North Elkhorn and headwater stream and tributaries.

Regional Water quality consisted of five (5) constructed wetland, designated to treat the first flush and enhance Brighton Tributary water quality. Runoff from Brighton Tributary diverted to the wetlands though a network of channels. These diversion channels connect then main channel with the wetlands and the flood prone area.

# HAMPTON INN / SOUTHLAND DRIVE REDEVELOPMENT: Lexington, KY

**Project Location:**

Lexington, KY

**Client / Owner:**

Greer Land Company

**Project Lead:**

Jihad Hallany, P.E.

**Services Provided:**

- Public Meetings
- Surveying
- Rezoning Application
- Site Layout / Grading Design
- Stormwater Management Plan:

- Underground Gravel System
- Bioretention

**Improvements to Collins Lane**

**Utilities:**

- Sanitary Sewer
- Water
- Electric
- Cable / Comm

**CLOMR**

- Permitting
- Const. Staking
- Const. Admin.
- Final Record Plat

**Size:**

Approximately 2.78 acres

**Status:**

Under Construction

**Site Construction Cost:**

\$1,670,000

**Change Orders:**

NONE



The Hampton Inn on Southland Drive is a commercial redevelopment project located along Nicholasville Road, south of the University of Kentucky.

Vision Engineering provided site services to construct this 88-room, four-story hotel and reconstruction of one building containing three commercial properties.



The initial step was obtaining the necessary zone change in an area where there were many concerns about the anticipated impact to an older residential neighborhood that experienced frequent flooding. To buffer the development from adjacent neighbors, Hampton Inn installed a privacy fence and dense plantings along the perimeter. More importantly, a stormwater management plan was developed to address flooding along Goodrich Avenue to the north and improve water quality from the proposed redevelopment. The stormwater management plan consists of upsizing pipes and inlets, underground detention, and a bio-retention basin. The project also included the redevelopment of Collins Lane by adding curb and gutter and a previously non-existent drainage system.

# REDMILE

December 11, 2015

Re: Letter of Recommendation of Vision Engineering

To whom it may concern:

On behalf of The Red Mile, we are very pleased to provide this letter of recommendation for Vision Engineering as an example of our continued support for any design or planning projects which require similar infrastructure improvements.

Vision Engineering was instrumental in providing the design services necessary for us to open our new facility which now hosts simulcasting, horse racing, Instant Racing, live entertainment, and dining. There were many design milestones along the way, and Vision Engineering provided prompt and professional service throughout. Without the necessary upgrades to our utility and roadway infrastructure, we would not have been able to meet our goals to open the facility within our desired timeframe.

The Red Mile has a history and a tradition which we plan to uphold, partly through our continued use of Vision Engineering because we feel they offer the best service available among the various consultants in the Central Kentucky region. We look forward to future opportunities when they can be part of our team and it is without hesitation that The Red Mile would recommend their use for similar engineering services.

Sincerely,



Joe Costa  
President/CEO



Shannon Cobb  
COO/CFO



December 7, 2015

To whom it may concern:

I have recently had the opportunity to work with the professionals at Vision Engineering in the major renovation of the parking lot and utility infrastructure at Embrace United Methodist Church in Lexington, KY. The project was the winner of a Lexington-Fayette Urban County Government Stormwater Incentive Grant Application in 2013.

The Vision team provided direction throughout the project. From the early design stages to construction, they brought unique design ideas and development strategies until the project was successfully completed. Additionally, Vision Engineering's involvement during public meetings was imperative in making certain that members from the Embrace Church congregation and adjacent homeowners in the Arlington Neighborhood were well informed during the life of our project.

I am confident in the creativity and technical proficiency possessed by Vision Engineering. They could complete any engineering task with equaled success and, it is for this reason and without hesitation, that I would recommend Vision Engineering for similar project requirements.

Sincerely,



Bruce Nicol Jr.





Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray  
Mayor

David L. Holmes  
Commissioner

December 14, 2015

To Whom It May Concern:

Vision Engineering, LLC, (Vision) is one of two firms selected by the Lexington Fayette Urban County Government's (LFUCG) Division of Water Quality (DWQ) for an Indefinite Services Delivery (ISD) contract to provide Resident Project Representation (construction inspection) services and one of 20 firms selected by LFUCG for an ISD contract for design and services during construction contract for interceptor sewer replacement for specific Consent Decree / Remedial Measures Plan required projects.

Specific Resident Project Representation (RPR) services include but are not limited to:

- Daily, on-site construction observation for determination of compliance with Contract Documents
- Interpretation of construction drawings and technical specifications
- Verification of pay quantities and pay estimates

Specific Design and Services during Bidding and Construction include but are not limited to:

- Field surveying for project design, easement requirements, and record survey
- Securing Environmental Assessments
- Design and preparation of Contract Documents
- Procurement of all project related permits including but not limited to COE, DOW, and KYTC.
- Response to questions during bidding and recommendation of award
- Review and processing of all submittals, review and response to change requests, monthly progress meetings, processing of pay requests, project certification and project closeout.

To date, Vision has provided RPR services on four projects and will be assigned additional projects for the provision of RPR services. Vision will be asked to submit a proposal for the next RMP interceptor design project.

Vision always has been responsive to the specific needs of DWQ with respect to its defined Scope of Services and has exceeded expectations with the provision of those services. The staff of Vision has demonstrated a keen understanding of the contract documents and the requirements for construction.

It is with pleasure that I recommend the services of Vision Engineering, LLC, and its staff for professional engineering services related to design and services during construction and resident project representation.

Sincerely,

Vernon Azevedo, PE  
Remedial Measures Program Manager



## Professional Services Pricing Sheet

TASK	ESTIMATED COST
Phase 1 - Design Services	\$21,000
Phase 2 - Bid Assistance and Construction Administration	\$4,000

**AFFIDAVIT**

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

1. His/her name is Mr. Jihad Hallany and he/she is the individual submitting the proposal or is the authorized representative of Vision Engineering, LLC, 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 21<sup>st</sup> day of April, 2016.

My Commission expires: 11/21/19

*Jessica Pierafield* # 545917  
NOTARY PUBLIC, STATE AT LARGE

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)





# VISION TEAM

## Local Office

Firm		Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on Project
VISION ENGINEERING (Prime Contractor)	Headquarters	Lexington, KY	2003	11	6
	Local Office	Lexington, KY	2003	11	6
	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	5	3						2		5	
Superintendents											
Supervisors											
Foremen											
Technicians	4	4								4	
Protective Service											
Para-Professionals	1		1								1
Office/Clerical	1		1								1
Skilled Craft											
Service/Maintenance											
<b>TOTAL:</b>	<b>11</b>	<b>7</b>	<b>2</b>					<b>2</b>		<b>9</b>	<b>2</b>
Prepared by:	Jihad Hallany, Principal										

## 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.

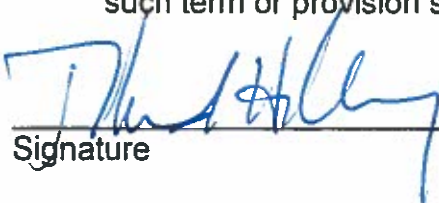
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according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

04/21/2015  
\_\_\_\_\_  
Date



### 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
Vision Engineering, LLC 3399 Tates Creek Road Suite 130 Lexington, Kentucky 859-559-0516, 859-333-8015 jhallany@visionengr.com	Vision Engineering, LLC		100%

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.

#### AFFIRMATIVE ACTION PLAN.....

Vision Engineering  
Company

Company Representative

April 19, 2016  
Date

Principal  
Title

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

**Mike W. Hancock, P.E.**  
*Secretary*

*Kentucky Transportation Cabinet*

**Steven L. Beshear**  
*Governor*

# COMMONWEALTH OF KENTUCKY



## *Transportation Cabinet*

*certifies that*

VISION ENGINEERING, LLC

3399 Tates Creek Road, Suite 130, Lexington, KY 40502-7401

*has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

A handwritten signature in blue ink, appearing to be "M. Beshear", written over a horizontal line.

*DBE Liaison Officer*

October 30, 2014

*Renewal Date*



**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**