

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 12, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Vision Engineering, LLC with offices located at 3399 Tates Creek Road, Suite 130, Lexington, KY 40502 (**CONSULTANT**). **OWNER** intends to proceed with the Category 2 (Dig and Replace Pipeline Projects) Professional Engineering Services Program as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Addendum 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #33-2012), and

**amendments to the CONSULTANT'S proposal included in attached Exhibit D
"Further Description of Basic Engineering Services and Related Matters."**

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

- 1.2.3 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 post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the

CONSULTANT shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final 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 Basic Services

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement unless it

is deemed not to apply by OWNER.

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

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its

work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned 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. The **OWNER'S** designee will be identified in each

approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

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

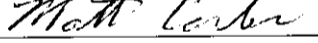
OWNER:

CONSULTANT:

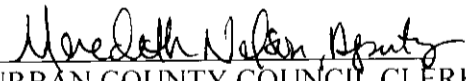
**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

VISION ENGINEERING, LLC.

BY: 
JIM GRAY, MAYOR

BY: 
~~JIHAD A. HALLANY, P.E., PRINCIPAL~~
MATT CARTER, P.E., DIRECTOR

ATTEST:


MEREDITH NELSON, DEPUTY
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Matt Carter, as the duly authorized representative for and on behalf of Vision Engineering, on this the 3rd day of January, 2013.
My commission expires: November 21, 2015.

Jessica Pierciful #455135
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2013

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

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

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703

**MICHAEL J. HALL & COMPANY
HALL & COMPANY
19660 10TH AVENUE N.E.
POULSBO WA 98370**

CONTACT NAME **MICHAEL J. HALL & COMPANY**PHONE (A.C. No. Ext.) **(360) 598-3700**FAX (A.C. No.) **(360) 598-3703**

E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A **Atlantic Specialty Insurance Company****27154**INSURER B **Hartford Casualty Insurance Co.****29424**INSURER C **Sentinel Insurance Company****11000**

INSURER D

INSURER E

INSURER F

INSURED

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

COVERAGES

CERTIFICATE NUMBER: 177294

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Geoff Bollert

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C

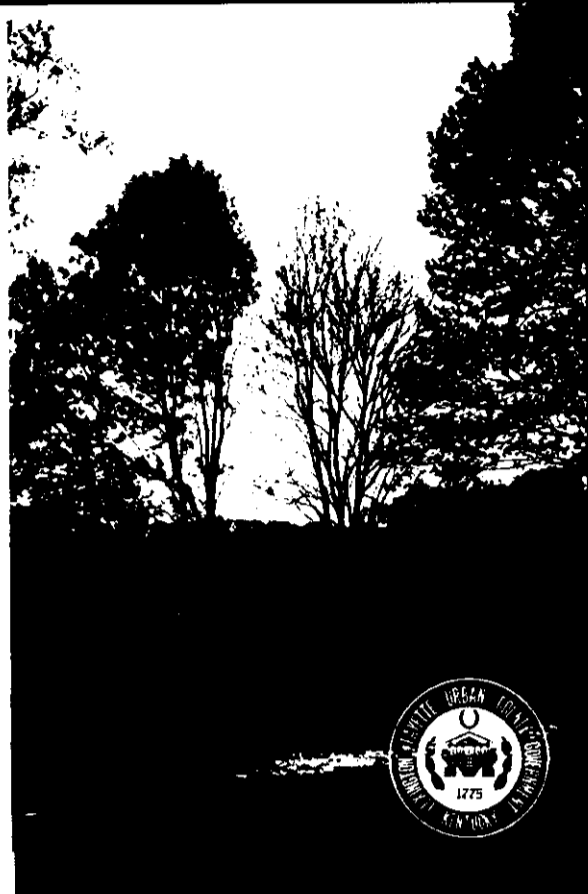
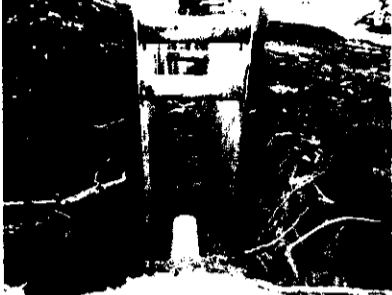
**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

proposal

Professional Engineering Services
for

RFP #33-2012
CATEGORY 2

Lexington Fayette County Urban Government



November 2012



URS

Professional Engineering Services for

**RFP #33-2012
CATEGORY 2**

proposal

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Section 8 Hourly Rates



Section 1 | LETTER OF TRANSMITTAL



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

November 13, 2012

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

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

Dear Purchasing Official:

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

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

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

Sincerely,
Vision Engineering

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



3399 Tates Creek Rd, Ste 130
Lexington, KY 40502
(859) 559-0516

www.visionenr.com

Section 2 | FIRM QUALIFICATIONS

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

VISION ENGINEERING

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

URS CORPORATION

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

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

Meeting the schedule for the Remedial Measures Plans (RMPs).

Producing innovative and quality work

Meet LFUCG expectation and goals

Completing projects on time and within budget, maintaining effective communication between the design team and LFUCG's representative.

And we can achieve these goals by:

Defining the scope of project, schedule, and budget from the initial meeting with LFUCG representative.

To data collection and evaluation

To explore different design options with LFUCG with detail cost estimate for each option

To oversee and acquire necessary easement

To update LFUCG about project progress

To oversee Quality Control and Quality Assurance.

Understanding of Your Needs:

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

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

Knowledge of Services Related to Category 2

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

Team Qualifications:

Local and national experience. Our team comprehensive experience helps LFUCG with both standard and highly complex technical challenges. Our Team has the know-how to help LFUCG overcome virtually any engineering challenge.

Proven ability to meet strict Consent Decree deadlines. Our Project Team routinely works under Strict deadlines. Our Team understands what is at stake for LFUCG and we will work hard to prove ourselves as the most responsive, effective team available.

Unmatched resources to meet the most demanding challenges. Drawing from our national practice, Our Team offers LFUCG dozens of technical specialists with experience across the entire scope of work. We offer multiple, independent design teams to execute a substantial volume of simultaneous projects, if desired by LFUCG.



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

Vision and URS Team

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

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

Table 2-1 ARLAS OF PROFESSIONAL PRACTICE for Vision Engineering

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





Section 3 | PROJECT TEAM

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

RELEVANT EXPERIENCE OF PROPOSED TEAM MEMBER:

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

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

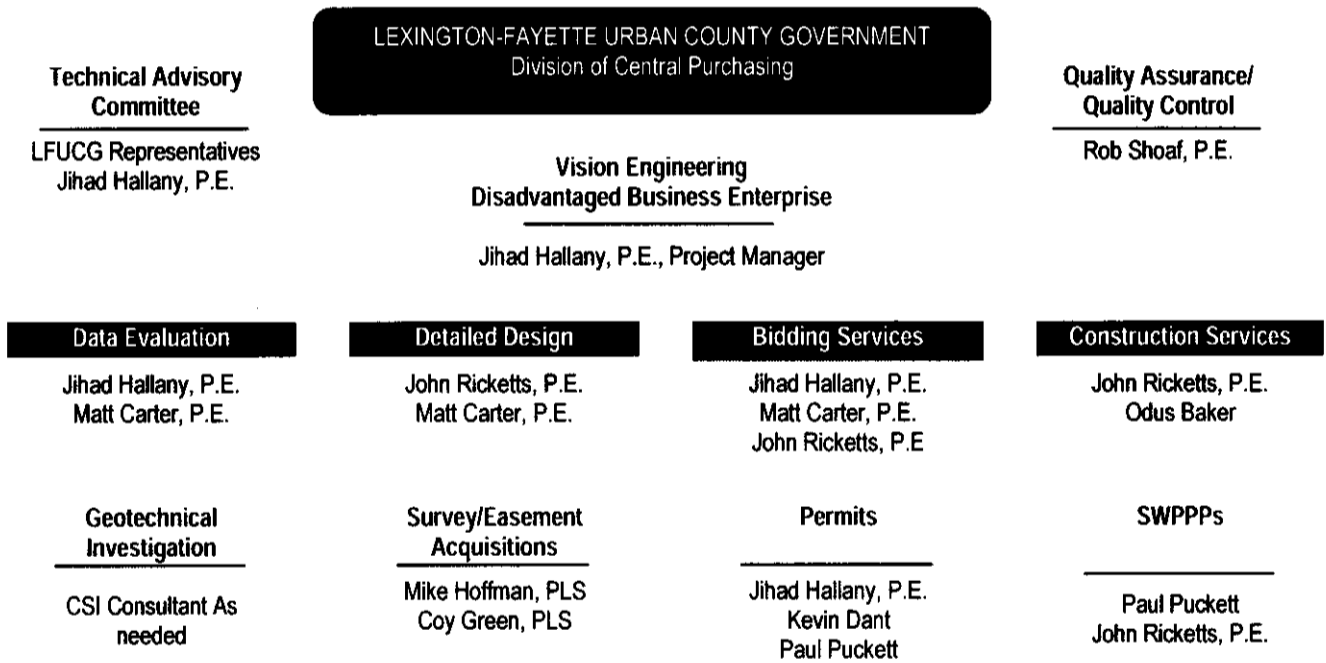
potential negative environmental, financial, and public outcomes for not completing the RMPs as prescribed.

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

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

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

Figure 3-1 PROJECT TEAM ORGANIZATION CHART



RISK MANAGEMENT

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



Years of Experience: 13

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

Education

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

Professional Qualifications

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

PROFESSIONAL SUMMARY

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

REPRESENTATIVE PROJECTS

Project Manager for Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2010). The scope of work consists of the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex, bidding, construction administration, inspections, construction staking, and final record plat with dedicated easements.

Project Manager for Yorick Place Sanitary Sewer replacement, Richmond (2012): The project includes the replacement of 1,200 linear feet of 12 inch sanitary sewer and associated lateral line. Scope of services included, construction administration, inspection, construction staking, and final record plat with easement.

Project Manager for Murphy's Lane Sanitary Sewer Improvement, Wilmore (2010): The project consists of the construction of 2,200 linear feet of 8 inch sanitary sewer and ties in 22 residents to gravity sewer and eliminates existing septic tanks.

Big wood Sanitary Sewer Extension, Morehead (2010): The scope of work consists of the extension of 9,100 linear feet of 8 inch sanitary sewer along Little Brushy Creek in Rowan County.

Project Manager for Brooklane Estate, Georgetown (2007): The scope of service consists of the extension of 4,200 linear of 8 inch sanitary sewer to serve the Brooklane Estate Subdivision.

Project Manager for Wooldridge Development, Versailles (2008). This project includes the extension of 20,500 linear feet of 8" and 21" sanitary sewer and associate lateral line for 519 single family and multifamily units and 52,000 SF of commercial. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers

Project Manger for Hallmark Development, Lexington (2012). The project includes the extension of 1,450 linear feet of 8 inch sanitary sewer and associated service line to serve 608 beds student housing complex (11 buildings) located at 843 South Broadway, Lexington.

Project Manager for the Links at Ducker's, Frankfort (2006). The scope of services consists of extending 3,400 linear feet of 8 inch sanitary sewer to serve 91 units duplex (276 beds). The Links at Ducker's drains to Buena Vista pump station that drains to Ducker's Point pump station, which drains to Industrial Park pump station, then to Bon Air pump station. The scope of service also included the evaluation of the impact of the development on each of the four pump stations.

Project Manager for Cedar Village Development, Versailles (2006). The scope of services consists of extending 9,400 linear feet 8 inch sanitary sewer line for 124 single family lots.

Project Manager for Morgan County Board of Education: on-site treatment system for capacity of 650 students. The system consists of primary and secondary treatment capability. Primary treatment is rock filter (9,000 GPD) with recirculation capability (20/80), 5,000 gallons dozing tank, and (63 GPM duplex pump). The secondary treatment is 2 phase process. Phase 1 is 14,000 gallons dozing tank with duplex pump station (55GPM) and Arkal filters, second phase is 32,000 LF of drip disposal system divided into 2 different zones.



Years of Experience : 16

Matthew B. Carter, P.E.

Education:

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

Project Manager

PROFESSIONAL SUMMARY

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

Registration:

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

REPRESENTATIVE PROJECTS

Project Manager for Oxford Village, Georgetown (2009): This project includes the extension of 6,400 linear feet of 8" and 10" sanitary sewer and associate lateral line for 304 single family and 249 multifamily units. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers.

Served as assistant project manager for Robinson Terrace Sanitary Sewer Rehabilitation, Richmond (2010). The scope of work consists of the replacement of 3,800 linear feet of 8 inch sanitary sewer and 68 (6") lateral lines and cleanout that serves 576 beds high density apartment complex, bidding, construction administration, inspections, construction staking, and final record plat with dedicated easements.

Serves as assistant project manager for Wooldridge Development, Versailles (2008). This project includes the extension of 20,500 linear feet of 8" and 21" sanitary sewer and associate lateral line for 519 single family and multifamily units and 52,000 SF of commercial. The scope of service included bidding, inspection, construction administration, and final record plat for the dedication of sewers

Served as assistance project Manager for Murphy's Lane Sanitary Sewer Improvement, Wilmore (2010): The project consists of the construction of 2,200 linear feet of 8 inch sanitary sewer and ties in 22 residents to gravity sewer and eliminates existing septic tanks.

Project Manager for Sir Barton Office Park, Lexington, (2010): The scope of services includes the extension of 1,200 linear feet of 8 inch sanitary sewer.

Project Manager for Forest Brook Development, Wilmore (2009): The scope of services consists of the extension of 31,500 linear feet of 8" and 10" sanitary sewer to serve 661 single and multi-family residential subdivisions.

Project Manager for Cedar Creek, Berea (2003). The scope of services consists of extending 9,600 linear feet of 8 inch sanitary sewer to serve 276 single family and multi-family and 12.5 acres of commercial properties.

Project Manager for Reserve at Andover, Lexington (2009): The scope of service consists of extending 1,600 linear feet of 8 inch sanitary sewer and associated service line to serve single family residential.

Project Manager for the RED Mile Village, Lexington (2009): The scope of service consists of the extension of 1,400 linear feet of sanitary sewer to serve 534 beds for an apartment complex. Scope of services includes bidding, inspection, construction administration, and final record plat.



Years of Experience: 35

Michael H. Hoffman, PLS
Survey Manager

Education:

BA, 1972, Psychology, Wesleyan College

Professional Qualifications

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

PROFESSIONAL SUMMARY.....

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

REPRESENTATIVE PROJECTS.....

Easement acquisitions, Plat, and Legal descriptions.

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

Years of Experience: 12

Coy H. Green
Field Chief

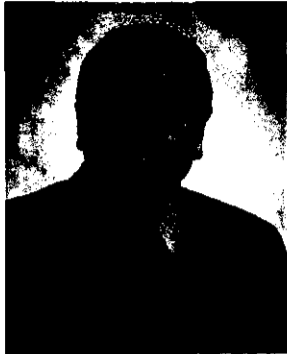
PROFESSIONAL SUMMARY.....

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

REPRESENTATIVE PROJECTS.....

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





John K. Ricketts, PE

Project Manager/Design Lead

Overview

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

Project Specific Experience

**Slickaway Sewer Improvements
Frankfort, Kentucky**

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

**Hawkins Steel Watershed Improvements Project
Elizabethtown, Kentucky**

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

Kentucky Erosion Prevention and Sediment Control (KEPSC) Training
Project Manager
Spearheaded the development of and continues to be a main instructor for the KEPSC Inspector qualification program, including the re-qualification program.

**SWPPP Development, Multiple Locations
Tennessee Valley Authority**

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

**Wastewater System Design Services
Montgomery, Alabama**

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

Areas of Expertise

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

Years of Experience

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

Education

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

Registration/Certification

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



URS

Robert Shoaf, P.E.
Quality Assurance/Quality Control

Education

BS/Civil Engineering 1991, The Ohio State University

Registrations

1996/PE, Ohio E 60002
1998/Certified Water Works Operator - Class III, Ohio 398 050

Overview

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

Project Specific Experience

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

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

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

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



Kevin Dant, MBA
Permitting Lead

Overview

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

Project Specific Experience

NEPA Services, Louisville Metro, Project Manager

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

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

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

Storm Water Assessment, Kentucky Transportation Cabinet, Project Manager

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

Areas of Expertise

NEPA Compliance and Review
Environmental Coordination
Environmental Compliance

Years of Experience

21 + Years

Education

BS Geography, University of Louisville
MBA University of Louisville

Training

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

