EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

INTEG-4

OP ID: AM

DATE (MM/DD/YYYY)

01/04/2013

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

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

PRODUCER Lexington Insurance Agency Inc P.O. Box 320 Lexington, KY 40588-0320 Larry R. Reesman		Phone: 859-253-6570	CONTACT Angle Myers		
		Fax: 859-253-6577	PHONE (A/C, No, Ext): 859-253-6570	FAX (A/C, No): 859	-253-6577
			E-MAIL ADDRESS: angie@lexingtoninsuranceagency.com		
		va voveni	INSURER(S) AFFOR	RDING COVERAGE	NAIC #
			INSURER A : Ohio Casualty		24074
INSURED	Integrated Engineering PLLC 1716 Sharkey Way Ste 200 Lexington, KY 40511		INSURER B : Travelers		36161
			INSURER C : Kentucky Retail Fe	ederation SIF	
			INSURER D :		
			INSURER E :	Tour William	
			INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	' \$	~~~~
	GENERAL LIABILITY		-				EACH OCCURRENCE	ŝ	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			55249294	09/10/2012	09/10/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	-\$	15,000
							PERSONAL & ADV INJURY	\$	1,000,000
l							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO			55249294	09/10/2012	09/10/2013	BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	-
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
L	and a second						,	\$	
	X. UMBRELLA LIAB X OCCUR				1964		EACH OCCURRENCE	\$	10,000,000
Α	EXCESS LIAB CLAIMS-MADE			55249294	09/10/2012	09/10/2013	AGGREGATE	\$	10,000,000
	DED X RETENTION\$ 10,000							\$	· · · · · · · · · · · · · · · · · · ·
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ĺ					X WC STATU- OTH- TORY LIMITS ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		2406715	09/10/2012	09/10/2013	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	****					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	PROFESSIONAL			105837397	09/20/2012	09/20/2013	EACH		1,000,000
	INCL. POLLUTION		ĺ				ALL		2,000,000
DCC-									

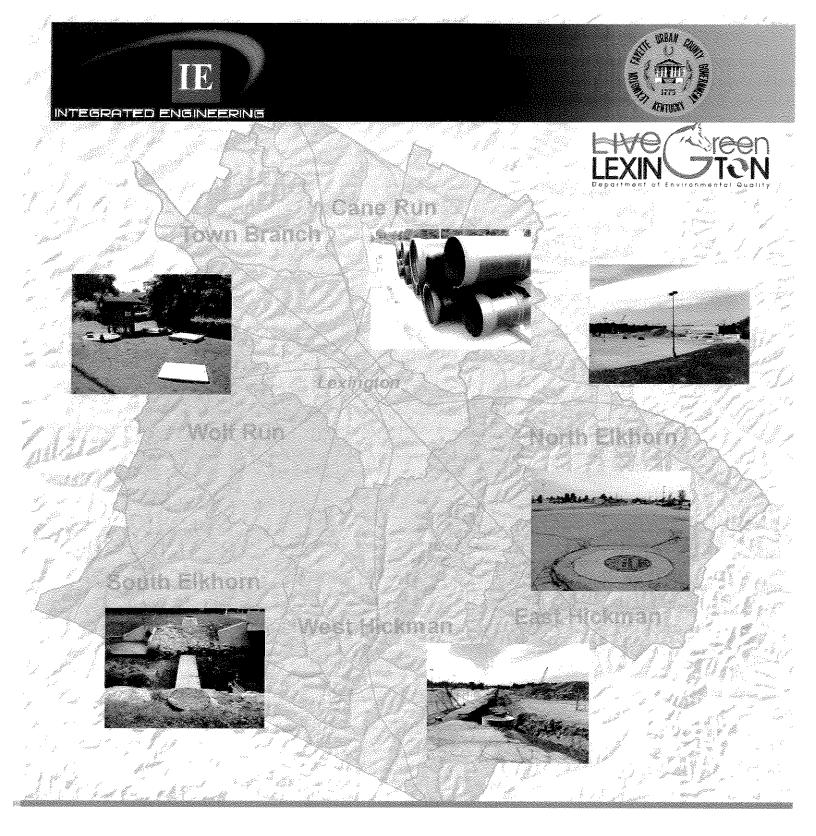
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROFESSIONAL ENGINEERING SERVICES

CERTIFICATE HOLDER	CANCELLATION
LEXING3 Lexington Fayette Urban County Government Suite 180 125 Lisle Industrial Ave. Lexington, KY 40511	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 Larry R. Reesman

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EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES AND RELATED MATTERS



STATEMENT OF QUALIFICATIONS

CONTRACT 2 - DIG AND REPLACE PIPELINE PROJECTS

RFP# 33-2012 November 13, 2012



November 13, 2012

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

SUBJECT:

Statement of Qualifications (RFP 33-2012)
Professional Engineering Services
Contract 2 – Dig & Replace Pipe Projects

Dear Ms. Landrum:

Integrated Engineering, PLLC is pleased to submit our Statement of Qualifications to Lexington-Fayette Urban County Government (LFUCG) to provide professional surveying and engineering design services for **Contract 2 – Dig & Replace Pipeline Projects**. Over the last few years the staff of Integrated Engineering has provided professional engineering services to LFUCG's Division of Water Quality for a variety of related sanitary sewer replacement projects that include the following:

- Bob O Link Sanitary Sewer Project
- Cardinal Lane Storm & Sanitary Project
- Lexington Mall Sanitary Sewer Relocation Project

The scope of services on these projects that our staff has managed and / or completed includes the review of existing field data and reports, deed research and field surveying, preparation of technical memorandums, hydraulic modeling, detailed design, preparation of permit applications, preparation of contract documents, and construction administration. We are very appreciative of the confidence the Division of Water Quality has had in selecting us as one of the eight original pre-qualified consultants allowing us to provide our professional surveying and engineering services for the Bob O Link and Cardinal Lane Projects. It has always been, and will continue to be, a priority of our local office to provide LFUCG cost effective design services in a time efficient manner. We are very aware of the time sensitivity of the Remedial Measures Plan projects for conformance to the EPA's Consent Decree and pledge to proactively work with the Division of Water Quality in the challenges that lie ahead as we strive to exceed client expectations within the constraints of the budget. The close proximity of our company's local office to the Division of Water Quality's headquarters will make our staff easily accessible for coordination meetings throughout the planning and design process of each project. We thank you for the opportunity to provide our statement of qualifications to you. We are confident that our qualifications as well as our working relationships with the Division of Water Quality will be a valuable resource to LFUCG. If you have any questions, please do not hesitate to give me a call at 859-368-0145. Thank you again for your time and consideration.

Sincerely

Edward H. Mesta II, PE

Vice President

IE INTEGRATED ENGINEERING

FIRM QUALIFICATIONS

Section 2

integrated Engineering, PLLC was founded by Harsha Wijesiri in August of 2006. We are an emerging professional civil engineering and surveying company with experience in diverse disciplines. Having worked on various public works projects with an emphasis on storm and sanitary sewer projects, we have successfully completed numerous municipal projects in the region. We have worked with governmental agencies in various cities across Kentucky. Some of our valuable clients include Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ), Louisville Metropolitan Sewer District, the Northern Kentucky Sanitation District 1, City of Richmond, and the Frankfort Sewer Department. Our staff has earned a reputation for completing projects in a responsive manner while meeting and exceeding the client's needs and expectations. This is accomplished by providing functional, economically feasible, and aesthetically pleasing designs in a timely manner. We are also a certified DBE (Disadvantaged Business Enterprise) with LFUCG.

Local Office Experience with LFUCG'S Division of Water Quality

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

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

Integrated Engineering is currently one of the eight engineering consultants selected to LFUCG's original IDIQ contract for sanitary and storm sewer projects. Additionally, the Bob O Link Trunk Sewer Replacement Project that we are currently designing is listed as the first official Remedial Measures Project with LFUCG's Consent Decree. Our local staff is also currently assisting LFUCG's Division of Water Quality as a sub-consultant on the Sanitary Sewer Capacity, Management, Operations, and Maintenance (CMOM) and Capacity Assurance Program (CAP) Teams. Both of these programs are deeply involved in the planning and implementation of future development and operational procedures for LFUCG's required conformance to the Consent Decree. It is with this experience and inherent knowledge of LFUCG's DWQ operational and design procedures that make Integrated Engineering a valuable addition as a prequalified design consultant. It is also noteworthy that 100% of our project related services will be performed by our local professional and support staff.

Integrated Engineering's Corporate Office - Lexington, KY

Office Locations Lexington, KY (Headquarters) Louisville, KY Florence, KY

Services
Civil Engineering and Land Surveying

Total Staff Size 13 Employees

In-House Personnel

- 5 Professional Engineers (3 in Local Office)
- 3 Professional Land Surveyors (1 in Local Office)
- 2 Land Surveyors In Training (LSIT) (In Local Office)
- 1 LEED Accredited Professional (LEED AP) (In Local Office)
- 1 Engineer in Training (EIT) (In Local Office)
- 3 Engineering Technicians (1 in Local Office)
- 1 Administrative Assistant (In Local Office)

Our Local Staff is proficient in various project related engineering softwares and surveying equipment including:

Software XP SWMM Hydraflow HEC RAS HydroCAD Flowmaster AutoCAD v2011 Carlson Civil Suite 2013 AutoDesk Storm & Sanitary

Survey Equipment

Sokkia GRX1 GPS Receivers
Carlson Surveyor & Data Collectors
Sokkia SRX3 Robotic Total Stations
Sokkia SHC2500 Data Collector
Sokkia B40 Automatic Levels
Topcon Robotic Total Stations
Topcon FC2500 Data Collector

LOCAL CONTACT INFORMATION

1716 Sharkey Way; Suite 200 Lexington, KY 40511 Phone (859) 368 – 0145

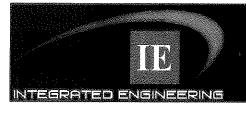
Fax (859) 904 - 1538

Web: www.Int-Engineering.com

Certified DBE

FIRM QUALIFICATIONS













Our Subconsultants:

Integrated Engineering's local subconsultants have an established history of positive working relationships with LFUCG's Division of Water Quality Staff. They will have the following roles on the Project Team:

Thelen Associates will perform the necessary geotechnical services on the dig and replace pipeline projects such as performing rock soundings and providing expertise on any other specific geotechnical issues that may be confronted in the project corridor such as sinkholes and poor soil conditions.

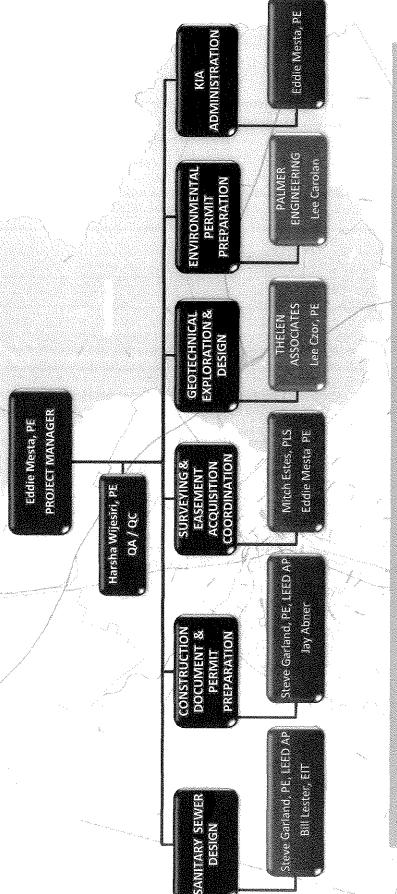
Palmer Engineering will be providing any necessary environmental assistance on the dig and replace projects as required for the KIA environmental clearances. Their experienced environmental staff will be a valuable component to our Team in completing the Categorical Exclusion Determination, which is required for all KIA funded projects.

Two Recent Examples of why the Integrated Engineering Team should be chosen for Dig and Replace Pipeline Projects:

Lexington Mall Sanitary Sewer Relocation Project — The staff of Integrated Engineering successfully completed the design and construction administration for this project by taking a proactive approach in its project coordination, which included regular interaction with Southland Christian Church representatives and Messer Construction. This led to streamlining the process of relocating the sanitary pipeline along with the demolition of Lexington Mall and construction of Southland Christian Church's Central Campus. Particular attention and coordination was given to the phasing of the construction of the sanitary sewer relocation to minimize the need for bypass pumping in this SSO prone area. The construction project was successfully completed under budget with the final construction cost of \$565,000, which was 94% of our engineering estimate of \$600,000.

Cardinal Lane Stormwater Improvements Project (Phases 1 & 2) — Integrated Engineering recently completed the construction drawings and bid documents for this project while meeting the short time constraints of the design phase. We were quickly able to get the needed KDOW and USACE stream permits and were able to establish positive working relationships with the area residents to explain the scope of our project and what they should expect during and after construction. This proactive working relationship was established because of early communication and listening to the property owners concerns. This proactive approach has led to a creative design that will minimize property impacts during construction within the tight site constraints of the project corridor. This approach also led to a quick easement acquisition process with the impacted property owners.

PROJECTIFAM Section 3



Risk Management Plan

leaves prior to the completion of a Task Order, then responsibilities would be shifted to the other project team members and the Division of Water Quality's Project Manager would immediately be notified of the change in responsibilities. It should also be noted that integrated Engineering has an overall staff of 13 people; including 5 Professional Engineers and 3 Professional Land Surveyors with each having at least 15 years of project management experience that are available if needed. Over the past six years integrated Engineering has proven itself to be a stable company even integrated Engineering 's key staff members, shown in the organizational chart above all have over 15 years of experience in working on sanitary sewer projects with each of them having abundant past Project Manager experience. Therefore, if the unforeseen event happens that a key staff member during slower economic times.



University of Kentucky, BS Civil Engineering (1995)

EXPERIENCE - 17 YEARS

PROFESSIONAL REGISTRATIONS

- ➢ PE − KY 22048
- ➢ PE − IN 10200289
- ➢ PE − TN 00107842

PROFESSIONAL AFFILIATIONS

- Kentucky Society of Professional Engineers (KSPE) (Current State President) Leadership PE Graduate
- National Society of Professional Engineers (NSPE)
- American Public Works Association (APWA)
- Kentucky Stormwater Association (KSA)

SPECIALIZED TRAINING

- KSPE Annual Conference 2012
- Sewer Collection Rehabilitation Seminar 2011
- Water Professionals Conference 2011
- Hydraulic Modeling Training Featuring HEC-RAS Design Software, 1999
- SED-CAD 4 Training Course, 1999

Eddie Mesta, P.E.

Mr. Mesta provides a wide array of experience for both public and private sector clients. Eddie is responsible for the coordination and design involving wastewater collection, storm water drainage, site development, water supply, and transportation projects for private and public entities. His past experience includes preparation of plans and contract documents, utility coordination, bidding, construction administration, easement acquisition, and presentations. Experience also includes preparation of reports for regional facilities planning, marketing endeavors, and providing solutions to engineering and management problems.

PROFESSIONAL EXPERIENCE

Bob O Link Trunk Sewer Replacement Project (LFUCG), Lexington, KY - Project Manager currently overseeing the planning, coordination, and design of approximately 4,400 lineal feet of trunk sewer in the Wolf Run Sewershed. Responsibilities also include Kentucky Infrastructure Authority (KIA) administration and oversight of the easement plat preparation and easement acquisition services.

Cardinal Lane Storm and Sanitary Improvements Project (LFUCG), Lexington, KY - Project Manager responsible for oversight of the design of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and an 18" storm sewer system Responsibilities also include oversight of the design of the replacement of an existing 15" Vitrified Clay Pipe trunk sewer with a 16" Ductile Iron sanitary sewer pipe.

Lexington Mall Sanitary Sewer Relocation Project (LFUCG), Lexington, KY - Project Manager for the relocation of over 1,500 linear feet of sanitary sewer trunk line associated with the redevelopment of the Lexington Mall property. The project involves upsizing the existing 15" diameter trunk line to 24" to provide additional capacity in this SSO prone area. Coordination with adjacent commercial property owners was conducted to insure uninterrupted sanitary sewer service during construction. Other project coordination involved the creation of an easement plat and temporary construction easement documents.

Lexington-Fayette Urban County Government Capacity Assurance Program (CAP), Lexington, KY - Currently assisting LFUCG on its Capacity Assurance Task Force to determine how future sanitary sewer credits and tap on procedures will be administered for conformance with the Consent Decree. Responsibilities include providing due diligence and assistance in facilitating bi-weekly task force meetings, which consists of LFUCG Council Members and local stakeholders.

Deep Springs Pump Station (LFUCG), Lexington, KY - Project Manager on the preliminary redesign of the Deep Springs Pumps Station. The existing pump station is identified as SSO listed in the documentation of LFUCG's Consent Decree. The proposed pump station is designed with adequate capacity to prevent SSO's from its 370ac sewer shed. Responsibilities include preliminary sizing the pumps for adequate capacity, sizing the wet wells, site design and layout, and force main design.

Inverness Low Pressure System, Franklin County, KY - Project Manager for a low pressure system in Frankfort, KY. Responsibilities included alternate designs of low pressure comparison with a traditional small pump station.



- University of Kentucky, M.S. Civil Engineering (2005)
- University of Kentucky, B.S. Civil Engineering (1997)
- Sharjah College (UAE), Diploma in Electronic Engineering (1995)

EXPERIENCE - 15 YEARS

PROFESSIONAL REGISTRATIONS

➢ PE – KY 23432

PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers (NSPE)
- Kentucky Society of Professional Engineers (KSPE)
- American Society of Civil Engineers (ASCE)

SPECIALIZED TRAINING

- Sewer Collection Rehabilitation Seminar 2011
- ➤ KSPE Annual Conference 2011
- Water Professionals Conference 2010
- Designing of Pumping Stations 2010
- SED-CAD 4 Training Course; 1999

Harsha P. Wijesiri, PE, LSIT

Harsha Wijesiri provides a wide array of experience ranging from the public sector to private sector. Mr. Wijesiri is responsible for the overall management of Integrated Engineering including all the projects within the firm. His experience includes project management, sanitary sewer systems, storm sewer systems, water distribution systems, flood plain analysis, design of large and small residential and commercial sites, in-fill redevelopment projects highway design, and production of plans and contract documents.

PROFESSIONAL EXPERIENCE

Bob O Link Trunk Sewer Replacement Project (LFUCG), *Lexington, KY* - Project Engineer currently assisting in the planning, coordination, and design of approximately 4,400 lineal feet of trunk sewer in the Wolf Run Sewershed. Responsibilities also include QA / QC oversight of the entire design and construction document preparation process.

Cardinal Lane Storm and Sanitary Improvements Project (LFUCG), Lexington, KY - Project Engineer in the design of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and an 18" storm sewer system. Also assisted in the design of the replacement of an existing 15" Vitrified Clay Pipe trunk sewer with a 16" Ductile Iron sanitary sewer pipe. Responsibilities also included QA / QC oversight of the entire design and construction process.

Lexington Mall Sanitary Sewer Relocation Project (LFUCG), *Lexington, KY* – As a subconsultant, Mr. Wijesiri assisted in the design of the relocation of an existing 15" sanitary sewer which was located under the Lexington Mall. Relocation included upsizing the line to a 24" line, traffic control, bypass pumping specification, and bid administration.

Deep Springs Pump Station (LFUCG), Lexington, KY – As a sub-consultant, Mr. Wijesiri worked on the redesign of the Deep Springs Pumps station. The existing pump station is identified as SSO listed in the documentation of LFUCG's Consent Decree. The proposed pump station is designed with adequate capacity to prevent SSO's from its 370-ac sewer shed. Responsibilities included assistance with the preliminary sizing of the pumps for adequate capacity, sizing the wet wells, site design and layout, and force main design.

Water Street Project (City of Richmond), Richmond, KY – Project Manager in charge of the overall coordination and design of the Water Street Project in Richmond, KY. Responsibilities include oversight of the design of the entire project, which includes a trunk storm sewer and trunk sanitary sewer system. This sewer shed is approximately 240-acres serves nearly 8,000 people. The existing sanitary sewer system in the project corridor is an 18" vitrified clay pipe to which the city experiences severe sanitary sewer overflow due to infiltration of water into the system. A 24" ductile iron trunk sewer is proposed for the water shed. The approximate fee for construction is \$7.5 million.

Scott County Elementary School, *Georgetown, Scott County, KY* – Project Engineer for a new elementary school. This project includes a new 8" sanitary sewer extension of over 2,700 linear feet of sanitary sewer to serve the school.



University of Kentucky, B.S. Civil Engineering (1998)

EXPERIENCE - 17 YEARS

PROFESSIONAL REGISTRATIONS

- ➢ PE − KY 23980
- PE − TN 110877
- ➤ Indiana PE 10606247
- NCEES Model Law Engineer
- LEED Accredited Professional
- CFM Certified Floodplain Manager

PROFESSIONAL AFFILIATIONS

- Kentucky Society of Professional Engineers (KSPE) & Leadership P.E.
- American Society of Civil Engineers (ASCE)
- Lexington Fayette Urban County Government Environmental Commission

TECHNICAL TRAINING

- Detention Ponds and Urban Hydrology (Featuring XPSWMM and StormNet Design Software)
- Hydraulic Modeling Training (Featuring HEC-RAS Design Software)
- StormNET Hydraulic / Hydrologic Training (2008)
- Pump Station Design (Gorman Rupp Hydraulic Training)
- Sewer Collection System
 Rehabilitation Seminar 2011
- ➤ Water Professionals Conference 2011

Steve Garland, PE, LEED AP, CFM

Mr. Garland is responsible for management and project coordination for municipal infrastructure projects along with private development. Major responsibilities include design for wastewater collection (gravity and force mains), stormwater drainage, transportation, traffic, and major site development projects. Additionally, Mr. Garland is responsible for scoping, contract negotiations, public awareness and presentation programs, along with qualification control/qualification assurance.

PROFESSIONAL EXPERIENCE

Bob O Link Trunk Sewer Replacement Project (LFUCG), Lexington, KY - Project Engineer currently assisting in the planning, coordination, and design of approximately 4,400 lineal feet of trunk sewer in the Wolf Run Sewershed.

Cardinal Lane Storm and Sanitary Improvements Project (LFUCG), Lexington, KY - Project Engineer in the design of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and an 18" storm sewer system. Also assisted in the design of the replacement of an existing 15" Vitrified Clay Pipe trunk sewer with a 16" Ductile Iron sanitary sewer pipe. Responsibilities also included QA / QC oversight of the entire design and construction process.

Lexington Mall Sanitary Sewer Relocation Project (LFUCG), Lexington, KY - Project Engineer for the design of the relocation of an existing 15" sanitary sewer which was located under the Lexington Mall. Relocation included upsizing the line to a 24" line, traffic control, bypass pumping specifications, and bid administration. The engineer's estimate was \$600,000 with the successful low bid of \$555,432 being awarded out of 13 submitted bids.

Water Street Project (City of Richmond), Richmond, KY – Project Engineer for the stormwater analysis and design of the entire trunk storm and sanitary sewer systems for this 240 acre downtown watershed. The stormwater analysis and design is being conducted by utilizing SWMM and HEC-RAS.

Sanitary Sewer Capacity, Management, Operations, and Maintenance Program (CMOM) (LFUCG), Lexington, KY - Project Engineer for the CMOM. Performed emergency power outage plans including the onsite review of 41 pump stations for emergency power situations. Responsibilities also include the creation of a typical layout for small, medium, and large pump stations.

SSOP (LFUCG), Lexington, KY - Performed database management of the West Hickman SSES, performed smoke testing, pipe televising review, created hydrographs from data, and suggested rehabilitation of manholes and sanitary lines.

East Main Sanitary Sewer Replacement Project (Frankfort Sewer Department), Frankfort, KY - Project Engineer for a gravity line system in along the Kentucky River in downtown Frankfort. A helical pier solution was chosen to solve the existing issue with the replacement of this sanitary sewer line with extreme site constraints along the banks of the Kentucky River.



Morehead State University (1985)

EXPERIENCE - 22 YEARS

PROFESSIONAL REGISTRATIONS

▶ PLS - KY # 3345

SPECIALIZED TRAINING

GPS (Global Positioning System), RTK Surveying

PAST WORK EXPERIENCE

- Curd Surveying, Morehead, KY
- Quest Engineers (HDR), Lexington, KY
- PEH Engineers (Strand), Lexington, KY



EDUCATION

- Warren County Joint Vocational School, Engineering Design (1991)
- Sinclair Community College, Architectural Technology

EXPERIENCE - 19 YEARS

COMPUTER EXPERIENCE

- AutoCAD Civil 3D
- Carlson Civil Suite
- ➢ IntelliCAD
- ➤ ESRI ArcGIS

Mitchell Kent Estes, PLS

Mitchell Kent Estes brings 22 years of land surveying experience to Integrated Engineering. Mr. Estes has experience in construction staking for roadways, subdivisions, and land development and has completed numerous boundary and topographic surveys for the design of said projects. He also has experience with land surveying projects for the U.S. Army Corp of Engineers and for Environmental Superfund sites.

RELATED EXPERIENCE

Bob O Link Trunk Sewer Project (LFUCG), Lexington, KY — Survey Crew Chief responsible for the topographic survey being utilized for the planning and design of approximately 4,400 lineal feet of trunk sanitary sewer line. Responsibilities also include easement plat preparation and coordination with local utility companies for the field location and identification of existing utilities within the project corridor.

Town Branch Sanitary Sewer Rehabilitation and Pump Station Project (LFUCG), Lexington, KY — Survey Crew Chief responsible for the topographic survey utilized for the planning and design of the Town Branch Pump Station and Sanitary Sewer Line.

West Hickman Sanitary Sewer Evaluation Study (SSES) (LFUCG), Lexington, KY - Survey Crew Chief of the West Hickman Sanitary Trunk Sewer and collection system. Responsibilities included the location and identification of all manholes in sewershed.

North Elkhorn Sanitary Sewer Evaluation Study (SSES) (LFUCG), Lexington, KY - Survey Crew Chief of the North Elkhorn Sanitary Trunk Sewer and collection system. Responsibilities included the location and identification of all manholes in sewershed.

Jay Abner

Mr. Abner joined Integrated Engineering in 2010 as a Senior Engineering Technician for public and private infrastructure projects. His project related experience includes:

RELATED EXPERIENCE

Cardinal Lane Storm and Sanitary Improvements Project (LFUCG), Lexington, KY - Senior Engineering Technician in the construction drawing preparation of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and an 18" storm sewer system Also prepared construction drawings for the replacement of an existing 15" Vitrified Clay Pipe trunk sewer with a 16" Ductile Iron sanitary sewer pipe.

Water Street Project (City of Richmond), Richmond, KY — Senior Engineering Technician for the preparation of preliminary and final design drawings for the Water Street Project. Responsibilities include the preparation of design drawings of the entire project which includes a trunk storm sewer and trunk sanitary sewer system. This sewer shed is approximately 240 acres that serves an approximate population of 8,000 people. The total storm sewer system is approximately 4000 lineal feet. A 24" ductile iron trunk sewer is also proposed for the sewer shed. The approximate fee for construction of the storm and sanitary improvements is \$7.5 million.



- University of Kentucky, B.S. Civil Engineering (2005)
- University of Kentucky, M.S. Civil Engineering (2010)

PAST WORK EXPERIENCE

- GRW Engineers, Lexington, KY
- Strand Associates, Lexington, KY

PROFESSIONAL AFFILIATIONS

 American Society of Civil Engineers (ASCE)



EDUCATION

- BSCE, 1998, Civil & Environmental Engineering, University of Tennessee
- MSCE, 1999, Civil & Environmental Engineering, University of Tennessee

PAST WORK EXPERIENCE

Fuller, Mossbarger, Scott, & May (Stantec), Lexington, KY



Bill Lester, EIT

Mr. Lester brings 5 years of related experience to Integrated Engineering. His responsibilities include assisting in the design and coordination for municipal infrastructure and private development projects. Major responsibilities include design for wastewater collection (gravity and force mains), stormwater drainage, transportation, and site development projects.

RELATED EXPERIENCE

Bob O Link Sanitary Sewer Project (LFUCG), *Lexington, KY* - Project Engineer for the engineering design services of replacing over 1,000 feet of existing sanitary sewer. Duties involved site due diligence and survey, all design calculations, construction plan preparation, and project coordination.

Ft. Bragg Military Barracks Project, (US Army Corp of Engineers), Fayetteville, NC - Project Engineer for the design of layout of sanitary sewer (gravity) for new military barracks for returning troops. The line connected over 50 new barracks and laundry facilities throughout wooded and sandy terrain.

Newtown Springs Townhome Development, *Lexington, KY* - Project Engineer for the development of new 47 unit townhome site. Responsibilities involved sanitary sewer collection design calculations and plan design, utility coordination, grading plans; roadway alignments, and coordination with local and state government bodies during design and construction. Also responsible for storm and sanitary pipe inspection during construction.

Lee Czor, PE

(Geotechnical Sub-Consultant)

Mr. Czor has over 15 years of experience in civil and geotechnical engineering projects including: stormwater infrastructure projects, water and wastewater treatment plants, commercial and industrial buildings, and extensive transportation infrastructure projects (including roadway relocations, widening, and roadway bridges over the Ohio Tennessee, and Cumberland Rivers). Mr. Czor is responsible for supervision of field explorations, developing subsurface material parameters, performing engineering analyses, and developing engineering reports (including construction recommendations and specifications). Mr. Czor mentors junior staff and provides peer review for current projects.

PROFESSIONAL EXPERIENCE

Senior Geotechnical Engineer, Various Lexington-Fayette Urban County Government (LFUCG) IDIQ and Pilot Stormwater and Sanitary Sewer Projects, Lexington, Kentucky. Mr. Czor and Thelen have provided geotechnical and drilling services in support of design efforts for various LFUCG stormwater improvement projects within Lexington, Kentucky. Mr. Czor supervised geotechnical explorations for the design of stormwater improvement projects associated with the Cardinal Lane stormwater improvements, the Klausing Group Parking and Drain Improvements, and the Ronald McDonald House Stormwater Drainage Improvements. Mr. Czor also supervised geotechnical drilling efforts in support of the Lexington Mall, Ecton Park, and Roland Avenue Stormwater Improvements and is currently providing these services for the Bob-O-Link Drive Stormwater Improvements.



CLIENT CONTACTS

(Section 4)

PROJECT NAME: Bob O Link Sanitary Sewer Project

CLIENT NAME: Lexington-Fayette Urban County Government

CONTACT: Mark Fischer, PE

Division of Water Quality

125 Lisle Industrial Avenue; Suite 180

Lexington, KY 40511 859-425-2400

mfischer@lexingtonky.gov





PROJECT NAME: Cardinal Lane Storm & Sanitary Improvements Project

(Phases 1 & 2)

CLIENT NAME: Lexington-Fayette Urban County Government

CONTACT: Mark Fischer, PE

Division of Water Quality

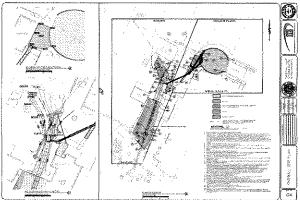
125 Lisle Industrial Avenue; Suite 180

Lexington, KY 40511

859-425-2400

mfischer@lexingtonky.gov





PROJECT NAME: Lexington Mall Sanitary Sewer Relocation Project

CLIENT NAME: Lexington-Fayette Urban County Government

CONTACT: Charles H. Martin, PE

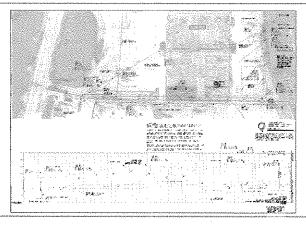
Division of Water Quality

125 Lisle Industrial Avenue; Suite 180

Lexington, KY 40511 859-425-2400

chmartin@lexingtonky.gov





PROJECT NAME: Water Street Storm & Sanitary Project

CLIENT NAME: City of Richmond, Kentucky

CONTACT: Jason Hart

City of Richmond 239 West Main Street Richmond, KY 40475 859-351-0992

jhart@richmond.ky.us







SIMILAR PROJECTS

(Section 5)

BOB O LINK TRUNK SEWER REPLACEMENT PROJECT Lexington, Kentucky

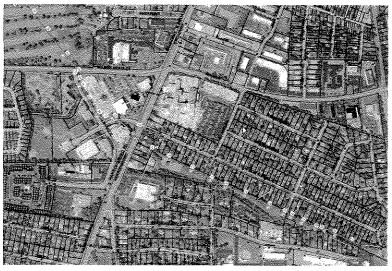
CLIENT: Lexington-Fayette Urban County Government

DATE: 2012 - Current

SERVICES PROVIDED: Surveying & Engineering Design

ESTIMATED PROJECT CONSTRUCTION COST: \$1,925,226

Integrated Engineering is currently assisting Lexington-Fayette Urban County Government's Division of Water Quality with its first official Remedial Measures Plan project. The scope of this project includes the replacement of approximately 4,400 lineal feet of trunk sewer from manhole WR4_480 to WR4_27 in the Wolf Run Sewershed. This challenging project corridor includes the coordination and design of a sanitary sewer trunk line through Picadome Golf Course, Shaker Drive (Saint Joseph Office Park), and the rear properties along Bob O Link and Springhill Drives. The scope of the project also includes the challenging crossings of Mason Headley Road and Harrodsburg Road. Integrated Engineering is also responsible for Kentucky Infrastructure Authority (KIA) administration as well as easement plat preparation and acquisition services.



CARDINAL LANE STORM AND SANITARY IMPROVEMENTS PROJECT Lexington, Kentucky

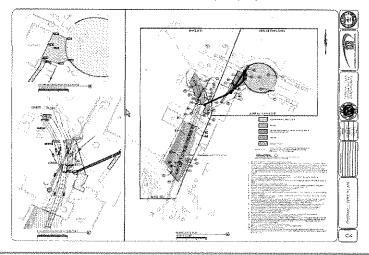
CLIENT: Lexington-Fayette Urban County Government

DATE: 2012 - Current

SERVICES PROVIDED: Surveying & Engineering Design

ESTIMATED PROJECT CONSTRUCTION COST: \$225,000

Integrated Engineering recently completed the coordination and design of Phases 1 and 2 of the Cardinal Lane Storm and Sanitary Improvements project. The scope of this project includes the extension of approximately 140 lineal feet of 4' x 4' Reinforced Box Culvert and the installation of an 18" storm sewer system Additionally a portion of the existing 15" Vitrified Clay Pipe trunk sewer is being replaced with a 16" Ductile Iron sanitary sewer pipe. An existing sanitary sewer manhole and lateral connections are also being rehabilitated as part of the scope of this project. Integrated Engineering is also responsible for Kentucky Infrastructure Authority (KIA) administration and easement plat preparation services.





SIMILAR PROJECTS

(Section 5)

LEXINGTON MALL SANITARY SEWER RELOCATION Lexington, Kentucky

CLIENT: Lexington-Fayette Urban County Government

DATE: 2011

SERVICES PROVIDED: Engineering Design & Construction

Administration

PROJECT CONSTRUCTION COST: \$565,000



The Staff of Integrated Engineering managed the design and provided construction administration for the relocation of over 1,500 linear feet of sanitary sewer trunk line associated with the redevelopment of the Lexington Mall property. The project involved upsizing the existing 15" diameter trunk line to 24" to provide additional capacity in this SSO prone area. Particular attention was been given to specifying the correct bypass pump size to handle the wet weather flows for the sanitary sewer trunk line for the event that a wet weather event in this sensitive area which is prone to Sanitary Sewer Overflows (SSOs). Other tasks involved the evaluation of the condition of the existing sanitary sewer system within the mall property. Coordination with adjacent commercial property owners has taken

place to insure uninterrupted sanitary sewer service during construction. Other coordination has involved the creation of an easement plat and temporary construction easement documents. Project tasks included preparation construction of specifications documents and necessary for the bidding and construction for the relocation project.



WATER STREET STORM AND SANITARY IMPROVEMENTS PROJECT Richmond, Kentucky

CLIENT: City of Richmond

DATE: 2011 - Current

SERVICES PROVIDED: Engineering Design & Construction

Administration

ESTIMATED PROJECT CONSTRUCTION COST:

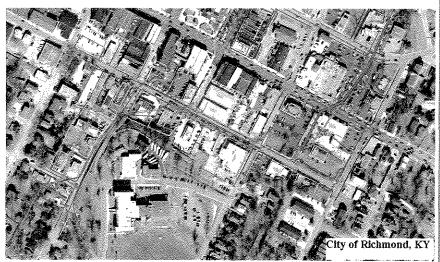
PHASE 1: \$4,000,000

PHASE 2: \$3,500,000





The Water Street Storm Sewer is in the heart of Richmond, KY. This system is approximately 2900 feet long that begins at the intersection of University Drive and Summit Street and then traverses underneath several streets, buildings, and parking lots before flowing into a ditch located on East Irvine Street between North Collins Street and North Madison Avenue. The total drainage area to the outfall is approximately 240 acres. Parts of this sanitary sewer were constructed several decades ago with portions possibly being over a century old. The existing 18" Vitrified Clay Pipe system, which serves approximately 8,000 people in downtown Richmond has dilapidated over the years thus the city experiences severe sanitary sewer overflow due to infiltration of water into the system. A 24" Ductile Iron sanitary trunk sewer is proposed within the project corridor. Integrated Engineering's design includes construction plans and specifications for the new system along with a by pass pumping plan during construction.





STATEMENT OF LOCAL OFFICE

(Section 6)

integrated Engineering's local corporate office is located in very close proximity to LFUCG's Division of Water Quality's newly relocated headquarters off of Leestown Road. This has proven to be very convenient thus far for project related meetings and coordination between LFUCG's Division of Water Quality and Integrated Engineering staff. All of our sub-consultants: Thelen Associates and Palmer Engineering also have established local offices with several employees with experience in working with the Division of Water Quality. It should also be noted that the majority of our team members also reside in Fayette County. will find a completed local office utilization chart that was included in the Request For Qualifications where it is anticipated that over 95% of the potential future work with LFUCG will be performed locally. It should also be noted that Integrated Engineering has additional professional, technical, and administrative staff company wide if extra manpower is needed on a project. Our current staff of 13 employees consist of the following:

- * 5 Professional Engineers
- * 3 Professional Land Surveyors
- 4 Engineering Technicians
- 1 Administrative Assistant



LFUCG Division of Water Quality & Integrated Engineering Headquarters

Prime Consultant	Location	Date Office Established	Total Number of Employees	No. of Employees Expected to Work on DWQ Projects
	Integrated Engir	eering		
Headquarters	Lexington, Kentucky	2006	7	6
Local Office	Lexington, Kentucky	2006	7	6
Project Manager Location	Lexington, Kentucky	The state of the s	5 April 19, 43 (April 19 April	

Subconsultants	Location	Date Office Established	Total Number of Employees	No. of Employees Expected to Work on DWQ Projects
Service Provided	Geotechnical Exploration & Design			
Headquarters	Erlanger, Kentucky	1971	95	7
Local Office	Lexington, Kentucky	2009	7	7
	Palmer Engineerin	g		
Service Provided	Environmental		The state of the s	
Headquarters	Winchester, Kentucky	1969	52	7
Local Office	Lexington, Kentucky	2007	3	3

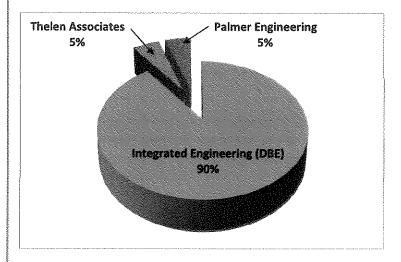


DBE INVOLVEMENT

(Section 7)

Integrated Engineering is currently listed as a Disadvantaged Business Enterprise (DBE) with Lexington-Fayette Urban County Government (LFUCG). We are also certified as a DBE with the Kentucky Transportation Cabinet, Louisville Metro, and the National Minority Supplier Council, Inc. (NMSDC). Thus, if the Integrated Engineering Team is selected as a pre-qualified consultant with LFUCG's Division of Water Quality, then nearly 90% of our Team's professional services will be performed by DBEs, which far exceeds LFUCG'S DBE goal of 10%.





Projected DBE Participation Goals for LFUCG DWQ Projects

Integrated Engineering strives to be a valuable resource to our clients whether it be in a prime or sub consultant role. We are well equipped with the proper staffing and resources for the category of work outlined in this RFQ. Over the past few years we have proven this with the successful projects that we have completed as both a prime and sub consultant for LFUCG's Division of Water Quality. It is our number one priority to continue to be a valuable resource to LFUCG moving forward with the design of and implementation of the Remedial Measures Plan Projects.







HOURLY RATES

(Section 8)

Integrated Engineering Rate Schedule

Personnel Classification	Rate Per Hour
Project Manager	\$140.00
Project Engineer - PE	\$122.00
Professional Land Surveyor	\$110.00
Project Engineer - EIT	\$90.00
Engineering Technician	\$80.00
2 Person Field Crew (Party Chief & Instrument Person)	\$160.00
Robotic Crew (Party Chief & GPS / Robotic Equipment)	\$125.00
Office Technician / Clerical	\$60.00
Construction Observer	\$75.00

Thelen and Associates Rate Schedule (Geotechnical Subconsultant)

Personnel Classification	Rate Per Hour
Services of Sr. Registered Geotechnical Engineer	\$125.00
Services of Registered Geotechnical Project Engineer	\$115.00
Services of Staff Engineering Technician	\$45.00
Services of 2-man Drill Crew	\$195.00

Palmer Engineering (Environmental Subconsultant)

Personnel Classification	Rate Per Hour
Senior Environmental Biologist	\$145.00
Environmental Scientist	\$85.00
Staff Scientist	\$65.00
GIS Specialist	\$45.00

Statement of Reimbursement Expenses:

Reimbursable expenses such as fees for printing, delivery charges, mileage, are not included in the above fee estimates. We will inform LFUCG in writing when these additional reimbursable expenses are anticipated. Additionally, LFUCG shall be responsible for paying for all required submittal, review, permitting, and advertising fees associated with each project. It is also expected that LFUCG will provide Integrated Engineering, PLLC with all project specific GIS mapping at no cost.



Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor

Jane C. Driskell Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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

Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY:	INTERPORTED E	NOINDEENNU, PLLC		
ADDRESS:	1716 SHARKEY	WATYSUITE 200 A	LEXINGTON, E	40511
SIGNATURE C	OF PROPOSER:	Chied H. Mod	<u> </u>	d

Hourly Rate Schedule Remedial Measures Plan and Related Projects

Job Classification	Hourly Rate	
Principal	# 140.00	
Project Manager	\$ 140.00	
Project Engineer (PE)	¥ (22.00	
Project Engineer (EIT)	\$ 90.00	
Engineering Technician / CAD Technician	\$ 80.00	
Survey Crew	\$ 160.00 (2-PERSONCEEN)\$ 125.00 (1- PERSON	12mm/
Clerical	\$ 60.00	

AFFIDAVIT

Comes the Affiant, Harsha P. Wijesiri, President, and after being

	- :
first duly sworn, states under penalty of perjury as follows:	
His/her name is <u>Harsha P. Wijesiri</u>	_ and he/she
is the individual submitting the proposal or is the authorized representative	of

Integrated Engineering, PLLC , 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.
- 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 <u>Kentucky</u>
COUNTY OF Fayette
The foregoing instrument was subscribed, sworn to and acknowledged before me
y Randa Wat Sarah Vest on this the 12th
ay of November, 2012.
My Commission expires: 5-4-15
Winda Wood

NOTARY PUBLIC, STATE AT LARGE

WORKFORCE ANALYSIS FORM

Name of Organization: Integrated Engineering, PLLC

Date: 11/13/2012

Categories	Lotai	3	White	36	Black	8	Other	Lo	Total
		M		Z	j)	-	M	1 24
Administrators									
Professionals	6	8						6	
Superintendents									
Supervisors									
Foremen						-			
Technicians	3	3						т	
Protective Service									
Para-Professionals									
Office/Clerical	*****		gamand .						· ·
Skilled Craft									
Service/Maintenance		ı							
Total:	13	faming faming	****			\$-come		12	
AND THE RESIDENCE AND THE RESI		/							

Prepared by:

Edward H. Mesta II – Vice President Name & Title

LFUCG MBE / WBE PARTICIPATION FORM RFP # 33-2012

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

MBE/WBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1. Integrated Engineering, PLLC 1716 Sharkey Way Suite 200 Lexington, KY 40511	Project Management, professional land surveying, sanitary sewer design.	To Be Determined	90%
Harsha P. Wijesiri 859-368-0145			
2.		\$	%
3.		\$	%
4.		\$	%

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

Company: Integrated Engineering, PLLC	By: Mad H. W.
Date: ///12/12	Title: Vice Personer

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.
- 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, safely 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 A. M

Date

11/12/12

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

Integrated Engineering, PLLC

COMPANY

1716 Sharkey Way, Suite 200

STREET

Lexington

KY

40511

ATT TA

STATE

ZIP

Contact Person: Harsha Wijesiri

Phone: (859) 368 0145

E-Mail Address: harsha@int-engineering.com

Fax: (859) 904-1538

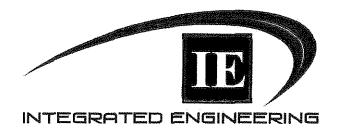


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I Equal Employment Opportunity

The Law

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

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

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws	listed above that govern	ı employment rights of minoriti	es, women,	Vietnam
veterans, pupdicapped and aged persons.				
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	Automat 4			

Signature

Integrated Engineering, PLLC

Name of Business

II Assignment of Responsibilities for the Equal Employment Opportunity/Affirmative Action Program

The EEO Coordinator for the Company is *Harsha Wijesiri* The duties of the EEO Coordinator are to

- A. Develop and update written affirmative action plans consistent with the Company's policy.
- B. Implement affirmative action program including internal and external dissemination of the Company's policy and program.
- C. Coordinate recruitment and employment of women and minorities.
- D. Serve as a liaison between the Company, its Contractors.
- E. Serve as a liaison between protected class groups and the Company.
- F. Conduct and/or coordinate EEO training and orientation of Company supervisors, managers and subcontractors to inform them of their responsibilities pursuant to the affirmative action plan.
- G. Ensure that managers and supervisors understand it is their responsibility to take action to prevent the harassment of protected class employees and applicants for employment.
- H. Ensure all minorities and women are provided equal opportunity as it relates to company-sponsored training programs, recreation/social activities, benefit plans, pay and other working conditions without regard to race, sex, color, etc.
- I. Review the qualifications of all employees to ensure that minorities and women are given full opportunity for transfers and promotions.
- J. Identify any problem areas and recommend solutions.
- K. Keep management informed of the latest developments in the area of EEO.
- L. Receive, investigate and attempt to resolve all EEO complaints.
- M. Coordinate the implementation of necessary remedial actions to meet compliance requirements and goals.
- N. Hold regular discussions with project managers, supervisors and employees to ensure the Company's equal employment opportunity policies are being followed.
- O. Monitor subcontractors and work sites to ensure compliance in such areas as:

- 1. Proper employment of women and minority employees.
- 2. Proper display of EEO posters.
- 3. Working conditions exist free of harassment and intimidation due to race, sex, national origin, etc.

III Dissemination of Affirmative Action Policy and Plan

Internal Dissemination

- 1. The policy statement will be permanently and conspicuously displayed in areas such as employee bulletin boards, lunch areas, and construction sites. The Company as an equal employment opportunity employer will also print the policy statement in the company newsletter and other publications.
- 2. All employees and contractors will be furnished a copy of the policy statement and be notified of location and availability of the affirmative action plan. This policy will be made available to all employees including part-time, temporary and seasonal employees.
- 3. The EEO/AA policies of the Company will be included in the organization's policy manual.
- 4. The Company will review the organization's EEO/AA policies with all employees and management at least once a year.
- 5. The Company will also conduct orientation and training sessions to thoroughly inform staff and management of the company's EEO/AA commitment.
- 6. Develop internal communication of obligations to engage in affirmative action efforts to employ women and minorities, in such a manner as to foster understanding, acceptance, and support among executive, management, supervisor, and all other employees, and to encourage such persons to take the necessary action to aid Company in meeting this obligation.

B External Dissemination

- 1. The Company will include nondiscrimination clauses in all union agreements, and review all contractual provisions to ensure that they are nondiscriminatory. The Company will meet with union officials to inform them of the EEO/AA policies and request their cooperation.
- 2. The Company will notify all recruitment sources, including the protected class media, of the EEO/AA policy and encourage them to

- refer women and minority individuals to assist them in achieving the affirmative action objectives.
- 3. The Company will include the statement "Equal Opportunity Employer/Contractor" or "Affirmative Action Employer/Contractor" in all advertisements recruiting employees and contractors.
- 4. The Company will notify all subcontractors, vendors, and suppliers verbally and in writing of its EEO/AA policy requiring supportive action on their part.

VI Recruitment of Employees

- A. When the Company adds employees it will use media that targets women and minorities to advertise the openings. Sufficient time will be allowed after the publication of the advertisement to generate sufficient numbers of protected class applicants.
- B. All solicitations or advertisements for employees placed by or in behalf of the Company or its subcontractors will state that all qualified applicants will receive consideration for employment, regardless of their race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status. Copies of advertisements for employees must be kept on file for review by enforcement agencies.
- C. The Company will not indicate in help-wanted advertisements a preference, limitation, specification or discrimination based on sex, unless sex is a bona fide occupational qualification for a particular job involved. The placement of an advertisement in columns classified by publishers on the basis of sex, such as columns headed, "Male" or "Female" will be considered as an expression of a preference, limitation, specification or discrimination based on sex.
- D. Acting recruiting programs, where applicable, will be carried out at secondary schools, community colleges, and colleges with predominantly minority and female enrollments. Recruiting efforts at all schools will incorporate efforts to reach minorities and females.
- E. The Company and its subcontractors will make job opportunity information equally available to potential applicants from both protected and non-protected class groups, unless there is a bona fide occupational requirement for a particular job.
- F. The Company will actively encourage present minority and females to recruit other minorities and females, and where reasonable, provide after school, summer and vacation employment to minorities and females, both onsite and in other areas of their workforce.
- G. Recruitment brochures pictorially presenting work situations will include minorities and females of the Company's workforce.
- H. Special efforts will be made to include minorities and females on personnel relations staff.



Corporate Office
1716 Sharkey Way; Suite 200
Lexington, KY 40511
859-368-0145

www.int-engineering.com Certified DBE

EXHIBIT D

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

LFUCG TASK ORDER NO.	
UNDER LFUCG AGREEMENT WITH	_FOR
	·

CONSULTANT		OWNER
		Lexington Fayette Urban Coun Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		Charles Martin
Telephone		859-425-2438
Fax		859-254-7787
E-Mail		chmartin@lexingtonky.gov
Task Order Date:		
Task Name:		
Task ID:		
SCOPE OF WORK/DEI	LIVERABLES	
See Attached		
SCHEDULE OF WORK	, k	
See Attached		
	•	
FEE		

ADDITIONAL PROVISIONS

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

- 1. Time is of the essence in the performance of the work and services. CONSULTANT is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines.
- 2. If delays result solely by reason of acts of the CONSULTANT, the CONSULTANT shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE. Section 6.5 of this Engineering Services Agreement (Disputes), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONSULTANT must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.
- 3. In the event that CONSULTANT'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the OWNER pursuant to the CONSENT DECREE, or the OWNER otherwise suffers damage as a result of such delay or nonperformance, CONSULTANT shall be solely liable to OWNER for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:	AUTHORIZED BY:	
Consultant's Authorized Signature	Owner's Authorized Signature	
Date Signed	Date Signed	****

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

° 4.			