

EXHIBIT B

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2012

PRODUCER
State Farm Insurance
 930 US Hwy 27 S. - Suite 2 Harrison Square
 Cynthiana KY 41031
 859-234-4682

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
EA Partners
 3111 Wall St.
 Lexington KY 40513

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company 25143	
INSURER B: State Farm Mutual Automobile Insurance Company 25178	
INSURER C:	
INSURER D: State Farm Fire and Casualty Company 25143	
INSURER E: State Farm Fire and Casualty Company 25143	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	97 BV 7350 1	02/20/12	02/20/13	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	119 7083	08/01/12	02/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000.00 BODILY INJURY (Per accident) \$ 500,000.00 PROPERTY DAMAGE (Per accident) \$ 100,000.00
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	97 11 7420 0	04/09/12	04/09/13	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	97 BN V3675	12/18/12	01/01/14	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
Division of Water Quality - Attn: Julie Mantrom
 125 Lisle Industrial Ave. - Suite 180
 Lexington KY 40511

CANCELLATION

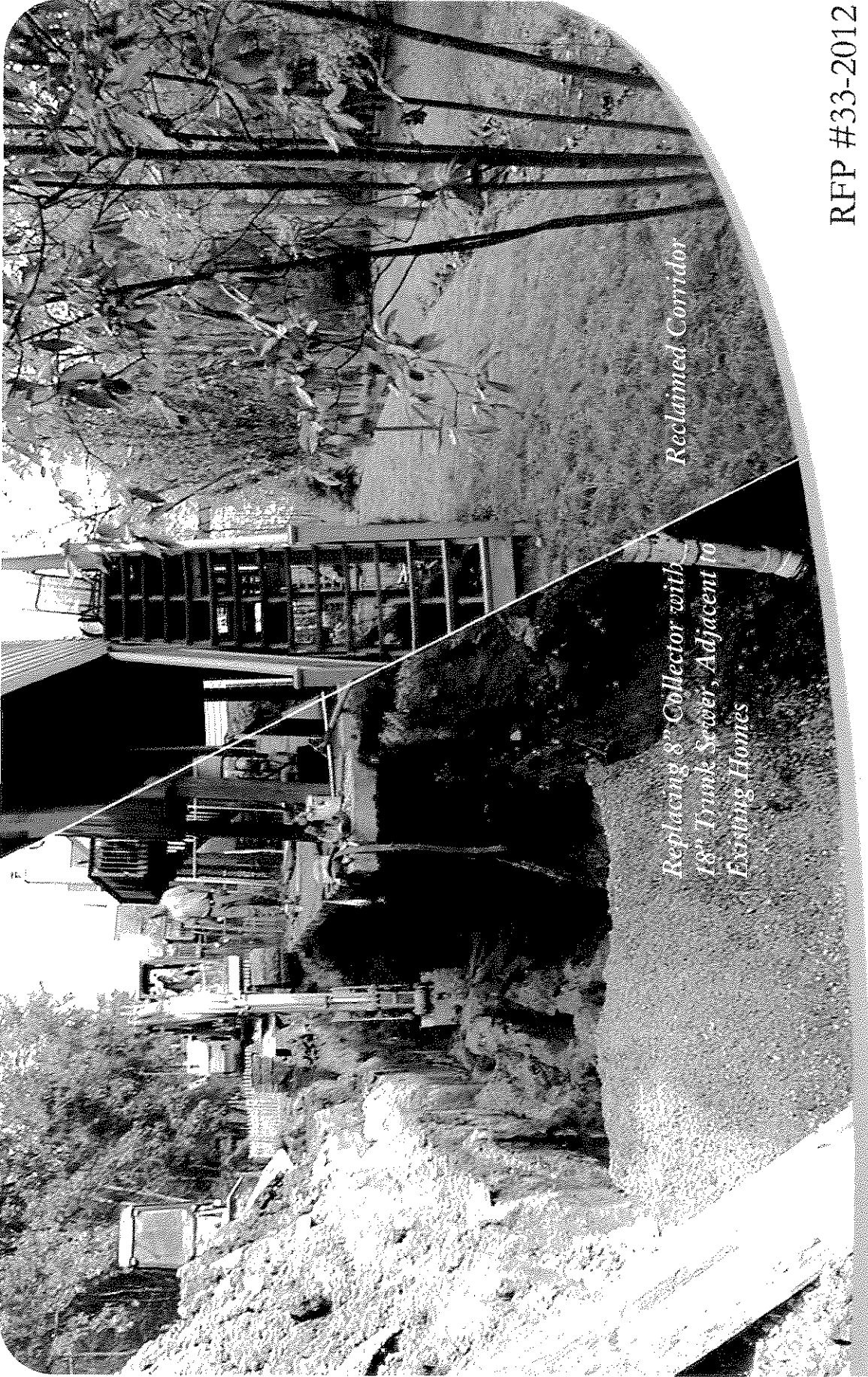
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marie Cammack

EXHIBIT C

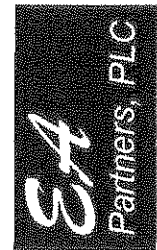
**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

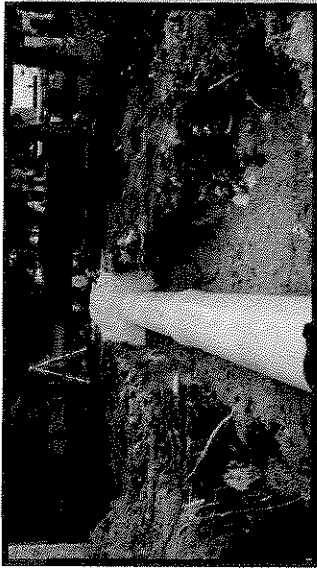
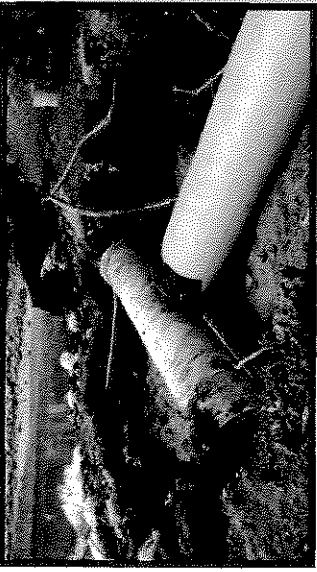


Reclaimed Corridor

*Replacing 8" Collector with
18" Trunk Sewer, Adjacent to
Existing Homes*

RFP #33-2012
PROFESSIONAL ENGINEERING SERVICES
CATEGORY 2 (DIG AND REPLACE PIPELINES)
NOVEMBER 13, 2012





ANDOVER TRUNK SEWER

2012 - ANDOVER GOLF COURSE

November 13, 2012

Mr. Todd Slatin, Acting Purchasing Director
Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: RFP #33-2012
Professional Engineering Services
Category 2 (Dig and Replace Pipelines)
Request for Proposals (RFP)

Mr. Slatin:

EA Partners is pleased to present our Qualifications Package for the captioned project. Please find attached one (1) master copy, seven (7) duplicates, and one (1) electronic copy of our response.

EA Partners has provided Civil Engineering, Land Surveying, and Landscape Architecture Services to Fayette County for the last 33 years. Joining our team is Integrated Engineering, PLLC (DBE Component), T.H.E. Engineers (Environmental and Structural), and L.E. Gregg and Associates (Geotechnical).

Our team is truly local, possesses the talent required, and has the capacity to perform the work. We have a litany of experience in sewer design and construction within Fayette County, Kentucky Infrastructure Authority funding protocol, easement acquisition, and permitting (local, state, and Federal).

We bring an abundance of "practical solution" experience to this project and are looking forward to the opportunity. We appreciate being considered.

Sincerely,

EA PARTNERS, PLC

Albert W. Gross, P.E., P.L.S.
Principal-in-Charge

The logo for EA Partners, PLC, featuring the letters "EA" in a stylized font above the text "Partners, PLC".

EA
Partners, PLC

EA Partners, PLC is a Lexington based consulting firm with over thirty years of experience specializing in sanitary sewer system design, water distribution, stormwater management, land development, and transportation design services. Our experience includes designing and constructing many of the trunk sewers, force mains, and pump stations in and around the Lexington area. In total we have designed over 56,000 feet (11 miles) of trunk sewers within central Kentucky. Most of our projects have involved easement acquisition, permitting through the Division of Water and the US Army Corp of Engineers, encroachment permits through the Kentucky Department of Highways for work on public right of way, and logistics for tying into, or removing, existing systems while maintaining service. Our common sense approach to engineering and the ability to see "Big Picture" is a tremendous asset in laying out alternative alignments and grades, allowing us to assist the client in selecting the one most appropriate.

Our past projects have involved innovative, creative, and complex designs, as well as construction issues. The East Hickman Trunk Sewer, which serves approximately 1900 acres in eastern Lexington, includes a 650 foot underwater crossing of Kentucky American Water Company's reservoir. The trunk sewer is supported by concrete piers throughout the crossing, constructed with caissons drilled from a barge. The Lower Town Branch Trunk Sewer was constructed across the Spring Valley Golf Course. To minimize disturbance to the property and to expedite the project a mechanical trencher was required in the specifications. During the trenching, several underground springs were encountered, requiring investigation and treatment to maintain their integrity while allowing the sewer installation to continue.

Many of our trunk sewer projects have required crossing existing highways or railroads. Our excellent working relationship with the Department of Transportation is an asset when permits are required for working on major highway right-of-ways. The Cherry Blossom Trunk Sewer, in Georgetown, required three casing pipes bored under two ramps and the mainline of Interstate 75. The sewer was laid at a minimum slope throughout, requiring precise layout of the bored casing pipes. The Blackford and Gleneagles projects required the installation of sanitary facilities within the Man O' War Boulevard and Interstate 75 right-of-ways. These facilities were constructed longitudinally within these major highway right-of-ways, something that is not a usual occurrence.

EA Partners is very comfortable working with the public, whether that be the client, a regulatory agent, or stakeholder. Our survey crews and inspectors are always courteous to property owners and notify the owner prior to accessing their property. EA Partners has extensive experience conducting public hearings, as well as acquiring easements and right-of-ways. One of our most notable projects was the extension of the Autumn Ridge Trunk Sewer, north of Todds Road in Lexington. The project involved the replacement of an existing 8 inch gravity sewer, with an 18 inch trunk sewer, within the same 12 foot easement while maintaining service throughout. We participated in neighborhood and individual meetings, both public and private, and negotiated easements from approximately 30 homeowners. The project included reconnection of the existing sewer service to each home and replacement of their decks, patios, and landscape features upon completion. Our involvement in the project allowed it to be completed in an efficient manner, with all parties satisfied with the end result.

FIRM QUALIFICATIONS

■ *In 2011 we were selected by the Division of Water Quality to provide engineering services as a part of the Indefinite Services Contract for Storm and Sanitary Sewer projects.*

■ *The sewer serving the Angliana Avenue Student Housing project included an Encroachment Permit from the Norfolk Southern Railroad for a bored and jacked casing pipe under the South Broadway Railway.*

■ *EA Partners has received excellent performance ratings from all of our clients and consistently produces an efficient and cost competitive product.*

■ *The City of Lexington can be assured that the work associated with the dig and replace pipeline projects will be designed to minimize erosion and comply with the LFUCG's MS4 permit requirements.*

Our most recent project for the Division of Water Quality was the relocation of a portion of the Andover Trunk Sewer on the Andover Golf Course. Due to limited access to the project area a temporary construction easement was required across the golf course. EA Partners conducted the successful easement negotiations, including consultations with the landscape contractor/arborist for the golf course reclamation.

EA Partners also has an excellent relationship with the Division of Water and the Kentucky Infrastructure Authority. We have a good understanding of the funding process and are capable of providing project administration including applications, documentation, plan submittal, pay estimate submittals, and project closeout.

T.H.E. Engineers, a Lexington based environmental, structural and transportation design firm, has been included as a team member to provide environmental assessments and structural design services, as necessary. T.H.E. specializes in environmental consulting and they have the capability, capacity and proven track record to successfully complete both simple and complex projects.

Integrated Engineering, PLLC will assist in the detailed design of the replacement sewer projects. Integrated Engineering, also a Lexington based firm founded in 2006, is a registered DBE with expertise in sanitary sewer design, and stormwater management. Integrated Engineering's local staff has gained a tremendous amount of experience with the Division of Water Quality on projects, similar to those included in this RFQ, such as the Bob O Link Trunk Sewer and the Lexington Mall Sanitary Sewer Replacement. Integrated Engineering is currently one of the engineering consultants selected to the Division of Water Quality's Indefinite Contract for Sanitary and Storm Sewer projects.

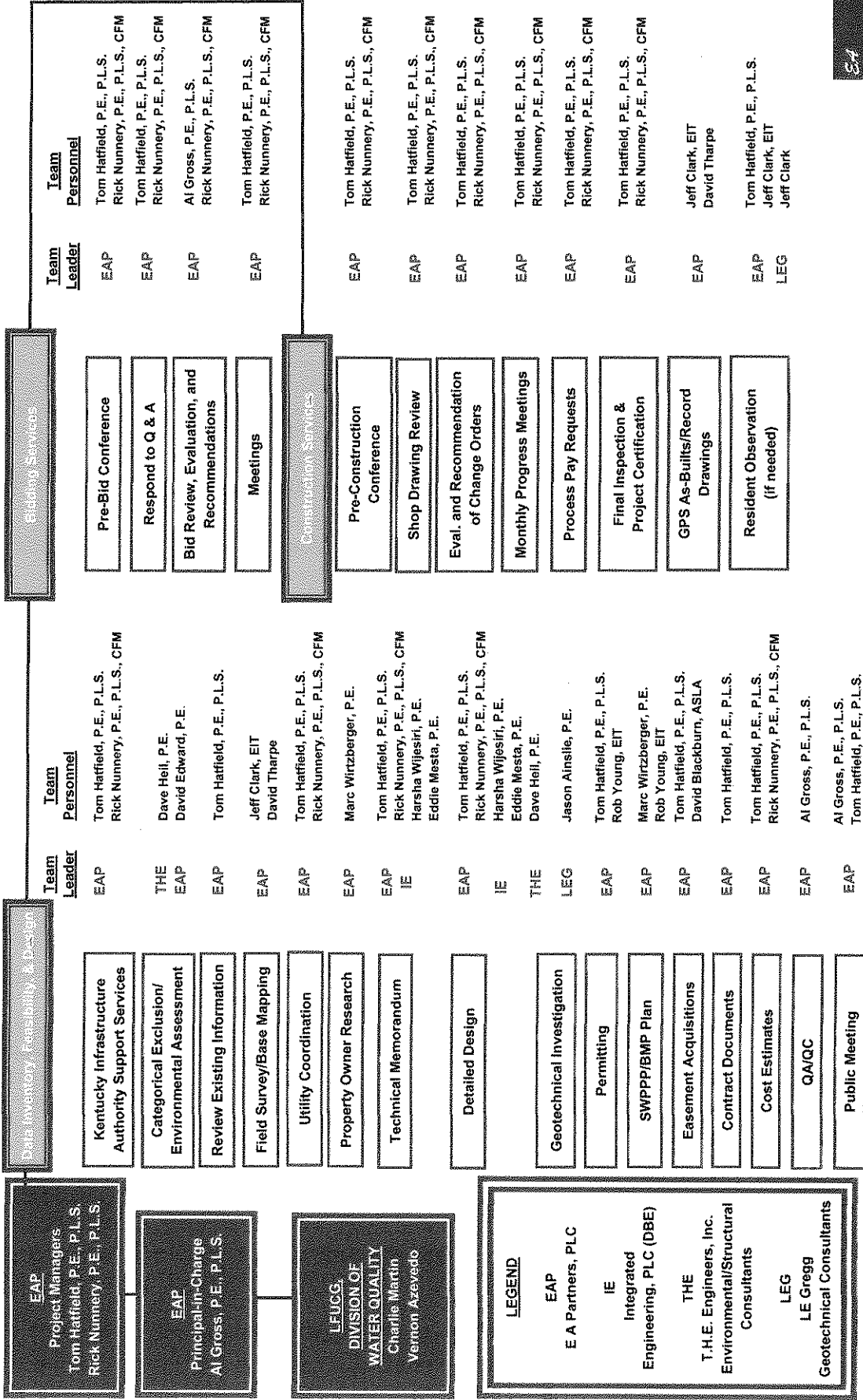
The final member of our team is LE Gregg and Associates, another Lexington based firm. LE Gregg is a geotechnical firm, which has provided geotechnical engineering services, materials testing, construction observation and drilling in Lexington for over 55 years. They have performed work for a wide variety of clients including state and local government, universities, school boards, industrial and private organizations.

REPRESENTATIVE PROJECTS

- ◆ Autumn Ridge Sanitary Sewer Replacement
- ◆ Scroggins Park Trunk Sewer Replacement
- ◆ East Hickman Trunk Sewers
- ◆ West Hickman Trunk Sewer
- ◆ Lower Town Branch Trunk Sewer
- ◆ Blackford Property
- ◆ Gess Property
- ◆ Beaumont Farm
- ◆ Ashtree Properties
- ◆ Bradford Place
- ◆ Duncan Sanitary Sewers
- ◆ Cherry Blossom Trunk Sewer
- ◆ Gleneagles
- ◆ Man O' War Development
- ◆ Masterson Station
- ◆ Cherry Blossom Trunk Sewer
- ◆ Huntertown Glen
- ◆ Equestrian Park

FIRM QUALIFICATIONS

- *Bradford Place required easements from 29 properties.*
- *The Autumn Ridge Sanitary Sewer Replacement project required dig and replace construction through thirty -three backyards within an existing twelve foot wide easement.*
- *EA Partners has selected team members and a project management approach that will ensure a quality product at a competitive price.*
- *Our team is 100% comprised of local companies.*
- *Our designated Project Managers bring, on average, 26 years of detailed experience in design, management and implementation of water resource projects. Their project experience includes municipal infrastructure analysis, planning and design of large and small sanitary collection and conveyance systems.*



Albert W. Gross, P.E., P.L.S.—Principal-in-Charge/Project Manager—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering 1979 - Transportation

University of Kentucky, Bachelor of Science
Civil Engineering 1974 - Structures & Soils

Experience: 39 Years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 10,350
Professional Land Surveyor - KY - # 2115

APPLICABLE TECHNICAL TRAINING

University of Kentucky, SEDIMOT II Applied Hydrology and
Sedimentology for Disturbed Areas
University of Kentucky, REAME Computer Analysis of
Slopes

Thinking Beyond the Pavement Seminar, Sponsored by
FHWA & KYDOT

Mr. Gross has over thirty-nine years experience in sanitary sewer, storm water management and transportation projects. Mr. Gross is the Principal-in-Charge of all the firm's sanitary sewer, drainage, and water distribution projects. He is experienced in all phases of Project Development, including planning, survey, design, inspection, report writing, economical analysis and construction management. Mr. Gross is responsible for regularly monitoring performance and commitment. He has successfully managed numerous projects including the following:

- **East Hickman Trunk Sewer—Project Manager (1990-2004)**
 - 7,000 LF of 36" trunk sewer
 - 10,000 LF of 15", 18", and 24" trunk sewer
 - 650 LF of 36" underwater, trunk sewer supported by piers
 - 350 LF of 48" bore and jack under U.S. 25
 - Kentucky Division of Water, Kentucky Transportation Cabinet, and Kentucky-American Water Permitting
- **Autumn Ridge Trunk Sewer—Project Manager (2000-2012)**
 - Replacement of 3,000 LF of 8" sewer with 18" trunk sewer
 - Easement acquisition (33 properties)
 - Kentucky Division of Water Permitting
- **West Hickman Trunk Sewer—Project Manager (1997-2012)**
 - 6,500 LF of 12" and 15" trunk sewer
 - Development of Privilege Fee Agreement for watershed
 - Kentucky Division of Water Permitting

Thomas W. Hatfield, P.E., P.L.S.—Principal/Project Manager—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering 1981 - Hydraulics

Experience: 26 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 15133
Professional Land Surveyor - KY - # 3547

APPLICABLE TECHNICAL TRAINING

ASCE Pumping Systems Design for Civil
Engineers - 2007

Erosion Prevention and Sediment Control Certified Plan
Reviewer/Praeger- Louisville MSD

Thinking Beyond the Pavement Seminar
(A Workshop on Context Sensitive Design)

HEC-1 Training Seminar - Doodson & Associates, Houston,
TX

Rosgen Natural Stream Restoration

Workshops 2009-2010

Level I - Fluvial Geomorphology for Engineers
Level II - River Morphology & Applications
Level III-River Assessment & Monitoring
Level IV - River Restoration & Natural Channel Design

Mr. Hatfield has over twenty-six years experience in the design and study of sanitary sewers, storm sewers, and water distribution systems. His experience includes all phases of sanitary sewer design including the study and analysis of existing systems, design of pump stations and force mains, and the design of trunk sewers. He also has a vast amount of experience in highway design, drainage and hydraulic design including the use of HEC-1, HEC-RAS, KYPIPE 2000, StormCAD SEDCAD 4, and SWMM computer software programs. He has successfully managed numerous projects including the following:

- **Andover Trunk Sewer—Project Manager (2012)**
 - Replacement of 193 LF of 24" trunk sewer to repair a failed creek crossing
 - Included creek crossing and stream bank stabilization
 - Easement negotiation and acquisition
 - Golf course reclamation
 - Kentucky Division of Water and U.S. Army Corps of Engineers Permitting
- **Lower Town Branch Trunk Sewer—Project Manager (2008)**
 - 3,000 LF of 21" trunk sewer
 - Floodplain modeling
 - Easement negotiation and acquisition
 - Construction administration and inspection
- **Scroggins Park Trunk Sewer—Project Manager (2004)**
 - Replacement of 2,400 LF of 10" trunk sewer with 15" trunk sewer
 - Floodplain modeling to reduce inflow and infiltration
 - Capacity analysis
 - Kentucky Division of Water Permitting
- **Masterson Station Sewers—Project Manager (2001-2012)**
 - 8,700 LF of 4" force main
 - 6,200 LF of 12" of trunk sewer
 - Floodplain modeling
 - Kentucky Division of Water and Kentucky Transportation Cabinet Permitting
- **Duncan Property—Project Manager (2004-2008)**
 - 5,000 LF of 12" trunk sewer
 - Easement negotiation and acquisition
 - Kentucky Transportation Cabinet
 - Encroachment Permit
 - Casing pipe bored and jacked under U.S. 62

Rick Nunnelly, P.E., P.L.S., CFM—Principal/Project Manager/Project Engineer—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Engineering, 1998
18 Hours Towards Masters in Civil Engineering
Experience: 15 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 23101
Professional Land Surveyor - KY - # 3992
Certified Floodplain Manager—US-11-06152

Erosion Prevention and Sediment Control Certified Plan
Reviewer/Preparer- Louisville MSD- #12556

APPLICABLE TECHNICAL TRAINING

FHWA Fundamentals of Planning, Design and Approval of
Interchange Improvements to the Interstate System, 2012
Open Channel Hydraulics- University of Alaska Anchorage,
2001
Engineering Hydraulics- University of Kentucky, 2003
Mechanics of Liquid Flow in Pipes- University of Kentucky,
2004
Pipe 2000 Training
AASHTO Roadside Design Guide
Leadership PE (KSPE, ACEC, & SAME) Graduate of 8th
class, 2005-2006

PROFESSIONAL AFFILIATIONS

KSPE, ACEC, KAPS

Mr. Nunnelly has over fifteen years of experience working on various projects throughout the Commonwealth and for the Kentucky Transportation Cabinet. Mr. Nunnelly has extensive experience in the design of sanitary and storm sewers. His sanitary sewer experience includes flow monitoring, sewer flow projections, capacity analysis, hydraulic analysis, pump station modeling and design, force main design, gravity and trunk sewer sizing and design. He is proficient in KYPipe 2000, SEDCAD 4, AutoCAD, Microstation, and HEC-RAS. Specific project experience includes:

- **Masterson Station Sewers—Design Engineer (2001-2012)**
 - 8,700 LF of 4" force main
 - 6,200 LF of 12" of trunk sewer
 - Floodplain modeling
 - Kentucky Division of Water and Kentucky Transportation Cabinet Permitting
- **Gess Property—Project Manager (2004-2012)**
 - 6,000 LF of 15", 18" and 21" trunk sewer
 - Floodplain modeling
 - Wetlands and stream mitigations
 - Kentucky Division of Water and U.S. Army Corps of Engineers Permitting
- **Blackford Property—Project Manager (2003-2012)**
 - 9,700 LF of 12", 15", 18" and 24" trunk sewer
 - Floodplain modeling
 - Kentucky Division of Water and U.S. Army Corps of Engineers Permitting
 - Kentucky Department of Highways Encroachment Permit

Marc Wirtzberger, P.E.—Project Engineer—EA Partners

Mr. Wirtzberger has over ten years of experience working on various projects throughout Central Kentucky and the Kentucky Transportation Cabinet. He has worked on numerous sanitary sewer projects involving layout, capacity analysis, floodplain modeling, and easement acquisition. Mr. Wirtzberger is experienced in plan preparation, quantity calculations, cost estimates, erosion control and BMP Plans, and preparations for public meetings. He is proficient in Microstation, InRoads, HEC-1, HEC-RAS, and STORMCAD. Specific project experience includes:

- **Masterson Station Sewers—Design Engineer (2001-2012)**
 - 8,700 LF of 4" force main
 - 6,200 LF of 12" of trunk sewer
 - Floodplain modeling
 - Kentucky Division of Water and Kentucky Transportation Cabinet Permitting
- **Duncan Property—Project Engineer (2004-2008)**
 - 5,000 LF of 12" trunk sewer
 - Easement negotiation and acquisition
 - Kentucky Transportation Cabinet Encroachment Permit
 - Casing pipe bored and jacked under U.S. 62

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering, 2000

Experience: 10 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 24798

Erosion Prevention and Sediment Control Certified Plan
Reviewer/Preparer- Louisville MSD- #12497

PROFESSIONAL AFFILIATIONS

KSPE, ACEC

Jeffrey S. Clark, E.I.T.—Design Engineer—EA Partners

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Civil Engineering 1980 – Mining

Eastern Kentucky University 1975-1976

Experience: 30 years

APPLICABLE TECHNICAL TRAINING

InRoads / Microstation V8 Training
Contech - Bridge Innovations & Water Quality Systems
Advance Design Systems • Water Quality Structures &
Stormwater Treatment Systems Training
Global Pipeline -- Wastewater and Waterline Pipe Systems
Subsurface Stormwater Management & Detention Facilities
Green Infrastructure Alternatives Training
LFUGG -- Best Management Practices Training
Erosion Protection and Sediment Control Training
Storm Sewer Pipe Systems Training
Permeable Pavement Systems Training
Steel Reinforced Polyethylene Pipe Systems Training
Urban Green Rainwater Harvesting Solutions Training
Ecoflo • Water Management Solutions Training

Mr. Clark has over thirty years of experience in the surveying and design of sanitary sewers, storm sewers, stormwater management facilities, and transportation projects. Mr. Clark has been responsible for coordination of the firm's surveying operations including scheduling, construction staking, boundary surveys, and as-built verification surveys. Relevant project experience includes:

- **East Hickman Trunk Sewer—Design Engineer (1990-2004)**
 - 7,000 LF of 36" trunk sewer
 - 10,000 LF of 15", 18", and 24" trunk sewer
 - 650 LF of 36" underwater, trunk sewer supported by piers
 - 350 LF of 48" bore and jack under U.S. 25
 - Kentucky Division of Water, Kentucky Transportation Cabinet, and Kentucky-American Water Permitting
- **Autumn Ridge Trunk Sewer—Design Engineer (2000-2012)**
 - Replacement of 3,000 LF of 8" sewer with 18" trunk sewer
 - Easement acquisition (33 properties)
 - Kentucky Division of Water Permitting
- **Gess Property—Design Engineer (2004-2012)**
 - 6,000 LF of 15", 18", and 21" trunk sewer
 - Floodplain modeling
 - Wetlands and stream mitigations
 - Kentucky Division of Water and U.S. Army Corps of Engineers Permitting

Robert F. Young, Jr., E.I.T.—Design Engineer—EA Partners

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Civil Engineering—1992

Experience: 20 years

APPLICABLE TECHNICAL TRAINING

InRoads / Microstation V8 Training
Contech - Bridge Innovations & Water Quality Systems
Advance Design Systems • Water Quality Structures &
Stormwater Treatment Systems Training
Global Pipeline -- Wastewater and Waterline Pipe Systems
Subsurface Stormwater Management & Detention Facilities
Green Infrastructure Alternatives Training
LFUGG -- Best Management Practices Training
Erosion Protection and Sediment Control Training
Storm Sewer Pipe Systems Training
Permeable Pavement Systems Training
Steel Reinforced Polyethylene Pipe Systems Training
Urban Green Rainwater Harvesting Solutions Training
Ecoflo • Water Management Solutions Training

Mr. Young has over twenty years of experience working on various projects throughout Central Kentucky. He has been responsible for preparing permit applications to the Kentucky Division of Water, the U.S. Army Corps of Engineers, and Kentucky Department of Highways. Relevant project experience includes:

- **Andover Trunk Sewer—Design Engineer (2012)**
 - Replacement of 193 LF of 24" trunk sewer to repair a failed creek crossing
 - Included creek crossing and stream bank stabilization
 - Easement negotiation and acquisition
 - Golf course reclamation
 - Kentucky Division of Water and U.S. Army Corps of Engineers Permitting
- **Masterson Station Sewers—Design Engineer (2001-2012)**
 - 8,700 LF of 4" force main
 - 6,200 LF of 12" of trunk sewer
 - Floodplain modeling
 - Kentucky Division of Water and Kentucky Transportation Cabinet Permitting

David Blackburn, ASLA—Landscape Architect—EA Partners

EDUCATION AND EXPERIENCE

University of Illinois, Graduate Landscape Architecture Studies, 1984
 University of Kentucky, Bachelor of Science Landscape Architecture, 1983

Experience : 29 years

PROFESSIONAL REGISTRATIONS

Registered Landscape Architect - KY # 419

APPLICABLE TECHNICAL TRAINING

2012 National ADA Symposium
 Linking the Urban and Rural Landscapes with Public Art and Recreation
 Kentucky ASLA Conference
 Watershed Management
 ALTA Survey Standards
 A Landscape Architect's Role in Site Development
 Parking Lot Design Guidelines
 Wetlands Delineation
 Riparian Rights
 Water Quality Methods for Parking Lots
 Green Infrastructure and Sustainable Community Design

Mr. Blackburn has twenty-nine years of experience in field of Landscape Architecture, Streetscape Design, and Land Planning. His experience includes the design of urban and suburban communities, park and recreational facilities, small site landscape designs and restoration designs, and aesthetic improvements to residential communities, apartment complexes, and commercial areas. One of Mr. Blackburn's most notable projects is Andover Forest and Golf Course. There he designed decorative bridges, complementary landscaping, ADA accessibility to the multi-use paths, and streetscape for the surrounding community and Clubhouse. Relevant project experience includes:

- **Autumn Ridge Trunk Sewer—Landscape Architect (2000-2012)**
 - Prepared Landscape Plans for yard restoration following completion of the project.
 - Conducted inventory of affected landscaping
 - Assisted in easement acquisition
- **Andover Trunk Sewer—Landscape Architect (2012)**
 - Consulted with landscape contractor/arborist on golf course reclamation
- **Lower Town Branch Trunk Sewer— Spring Valley Golf Course—Landscape Architect (2008)**
 - Designed corridor conservation and restoration plans
 - Assisted in playability and restoration repairs during trunk sewer installation
 - Designed Best Management Plans for work adjacent to existing Bracktown Branch

Dave Heil, P.E.—Project Manager—Environmental Services—T.H.E. Engineers, Inc.

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
 Civil Engineering, 1978

Centre College, Bachelor of Science
 Physics, 1976

Experience: 34 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 13011

APPLICABLE TECHNICAL TRAINING

Thinking Beyond the Pavement Context Sensitive Design Workshop
 Erosion Control and Sedimentology
 AASHTO Roadside Design Guide
 Highway Capacity Workshop
 NEPA and the Decision Making Process
 Principles of Pavement Design
 Work Zone and Traffic Control

Mr. Heil has over 34 years of civil design and project management experience working as a consultant to federal agencies, state and local governments, and private industry. Mr. Heil is responsible for project administration in all project areas including transportation design, structure design, environmental document preparation, stream and wetland mitigation restoration, preparation of U.S. Army Corps of Engineers Section 404 Permits applications, and preparation of Division of Water Section 301 Water Quality Certifications. T.H.E. Engineers have provided Environmental Assessments, Finding of No Significant Impacts, Categorical Exclusions, and Environmental Overviews for over 100 projects. Specific project experience includes:

- **Statewide Permit Application, Stream and Wetland Mitigation and Monitoring—Principal-in-Charge**
 - Contract to provide the Kentucky Transportation Cabinet with various environmental consulting services on a statewide basis.
 - U.S. Army Corps of Engineers Section 404 Permit Applications
 - Division of Water Section 401 Water Quality Certifications
 - Aquatic and Terrestrial Ecosystem Surveys
 - Biological Assessment documentation for Section 7 consultation with USFWS
 - Stream and wetland mitigation design, construction observation, and monitoring
- **Ohio County—Hickory Ridge Coal Mine—Principal-in-Charge**
 - Design for stream mitigation associated with impacts to 3.45 miles of perennial and intermittent and 4.5 miles of ephemeral tributary streams to Lewis Creek.
 - Design of 10.31 acres of palustrine forested wetland
 - Preparation of a baseline stream and wetland report
 - 401/404 Permit Application
 - Preconstruction notification, alternative analysis, and cumulative impact analysis

EDUCATION AND EXPERIENCE

University of Louisville,
Masters of Business Administration
Ph.D. Studies in Urban Infrastructure Development

West Virginia University, Bachelor of Science
Petroleum Engineering

Experience: 20 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Environmental

18600 - 1995

Certified Petroleum Storage Tank Fund Contractor

KY #1029 - 1995

Certified Water and Monitoring Well Driller

KY #0218-0468-00 - 2004

APPLICABLE TECHNICAL TRAINING STUDIES

OHSA 40-Hour Waste Site Worker Training & Refresher

1990-2008

Principles of Groundwater Hydrology - National Groundwater Association 1991

Rosgen Natural Stream Restoration

Workshops 2005-2006

Level I - Fluvial Geomorphology for Engineers

Level II - River Morphology & Applications

Level III - River Assessment & Monitoring

Level IV - River Restoration & Natural Channel Design

Mr. Edward has over eighteen years of experience working on various environmental projects within the Commonwealth of Kentucky for a variety of clients, including the Kentucky Finance & Administration Cabinet and the Kentucky Transportation Cabinet. He is experienced in all phases of environmental project and operations management. Specific experience includes natural stream restoration, Phase I Environmental Site Assessments, Phase II Site Investigations, Hydrogeologic Site Assessments, Phase III Remediation Design & Installation, State Superfund Site Investigations, RCRA Closures, and KPDES permitting. Specific project experience includes:

- **Masteron Station—Environmental Engineer**
 - Coordination efforts with the Kentucky Division of Water to obtain approval for approximately 1,000 feet of stream relocation and restoration.
 - Conducted reference reach studies and design review of the restoration project.
 - Utilized Rosgen Natural Channel Restoration methodologies.
 - Implemented soil bioengineering strategies during restoration efforts and set up long term monitoring efforts.
- **U.S. 68 Expansion Bourbon/Nicholas Counties, KY—Environmental Engineer**
 - Reviewed stream assessment studies and stream restoration plans utilizing Natural Stream Restoration principles
 - Relocated approximately 2,000 feet of streambed
 - Participated in coordination meetings with District 7 officials and subcontractors
- **Transit Oil (University of Louisville Cardinal Park) Louisville, KY—Environmental Engineer**
 - Manager for UST removal, site investigation, and remediation activities which exceeded \$1.1 million over a 5 year period.
 - Supervised soil and groundwater exploratory activities which led to the implementation of a KDWM approved remediation plan.
 - Over 11,000 tons of soil excavated from the property and transported offsite for remediation.

RISK MANAGEMENT PLAN

A risk management plan is a document that a project manager prepares to foresee risks, estimate impacts, and define responses to issues.

Our project team consists of eight Professional Engineers and three Professional Land Surveyors that have the ability to share and overlap tasks. If any one of the team members should be removed from the project for any reason, another member will be available to step in and assume those duties. Three of the team members from EA Partners, PLC are principal owners with a wealth of experience and will be able to assume the duties of either the principal-in-charge, the project manager, or project engineer without impacting the project. We will also have the ability to utilize personnel from Integrated Engineering to assume larger roles if the situation warrants. Additionally, T.H.E. Engineers has a sizeable staff of design professionals to substitute personnel required to complete the project if the need arises.

If any one of the critical team members requires replacement, the Division of Water Quality will be notified.

The project team has personnel with over 130 years of longevity at their current firms, minimizing the risks of personnel leaving for reasons other than emergencies.

SANITARY SEWER DESIGN, REHABILITATION AND REPLACEMENT

Lexington-Fayette Urban County Government
 Projects: Andover Trunk Sewer
 Contact: Steve Farmer
 Phone: 859-425-2400
 Email: sfarmer@lexingtonky.gov

Deer Haven Properties
 Projects: Newmarket
 Contact: Marion Clark
 Phone: 859-263-4026
 Email: marionc2@msn.com

Ball Homes
 Projects: Blackford, Gleneagles-Versailles, Gess Property, Bradford Place
 Contact: Ray Ball
 Phone: 859-268-1191
 Email: rball@ballhomes.com

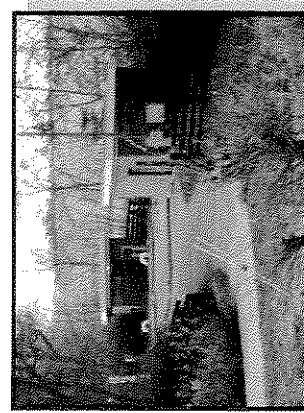
C. Brothers, LLC
 Projects: Lower Town Branch Trunk Sewer
 Contact: Doug Cauthen
 Phone: 859-421-3684
 Email: doug@dougcauthen.com

Georgetown Municipal Water and Sewer Service
 Projects: Scroggins Park Trunk Sewer Replacement
 Contact: Bob Wilhite
 Manager
 Phone: 502-863-7823
 Email: rwilhite@gmwss.com

Haymaker Development Company
 Projects: Beaumont, Tuscany, Coventry
 Contact: Tim Haymaker
 Phone: 859-296-9696
 Email: thaymaker@haymakercompany.com



Mint Lane Pump Station



Bradford Place Pump Station



Autumn Ridge Trunk Sewer

CESS PROPERTY/JACOBSON PARK TRUNK SEWER Project Manager Tom Hatfield, P.E., P.L.S. (2004-2012)

LEXINGTON, KY

Construction of 6,000 LF of 15", 18" and 21" sanitary trunk sewer and design of 1,000 GPM interim pump station. (Includes 11 plus miles of 8" collector sewer to date.)



SERVICES PERFORMED	
• Feasibility Study	• Bid Support
• Sewer Sizing	• Field Surveys
• Easement Negotiations & Acquisition	• Construction Administration & Inspection
• Plans, Specifications & Estimate	• Construction Staking
• Permitting	• As-Built Verification Surveys
• Floodplain Modeling	

CONSTRUCTION COST	\$4,000,000+
CHANGE ORDERS (NO.)	—
CHANGE ORDERS (\$)	—

NEWMARKET/CLARK PROPERTY Project Manager AJ Gross, P.E., P.L.S. (2000-2012)

LEXINGTON, KY

Construction of 3,900 LF of 12", 15" and 18" trunk sewer north of Interstate 75 including bored and jacked casing pipe under the interstate. (Includes 4 plus miles of 8" collector sewer to date.)



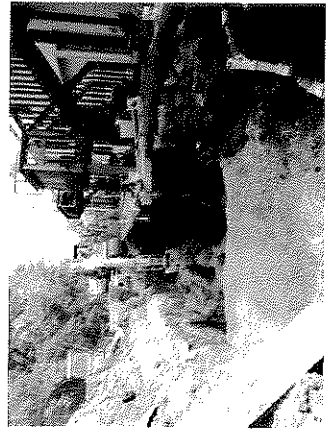
SERVICES PERFORMED	
• Feasibility Study	• Bid Support
• Sewer Sizing	• Field Surveys
• Easement Negotiations & Acquisition	• Construction Administration & Inspection
• Plans, Specifications & Estimate	• Construction Staking
• Permitting	• As-Built Verification Surveys
• Floodplain Modeling	

CONSTRUCTION COST	\$1,500,000
CHANGE ORDERS (NO.)	—
CHANGE ORDERS (\$)	—

AUTUMN RIDGE SANITARY SEWER REPLACEMENT Project Manager Tom Hatfield, P.E., P.L.S. (2003)

LEXINGTON, KY

Replacement of 3,000 LF of 8" sanitary sewer with 18" sanitary sewer in 12-foot easement across 33 properties.



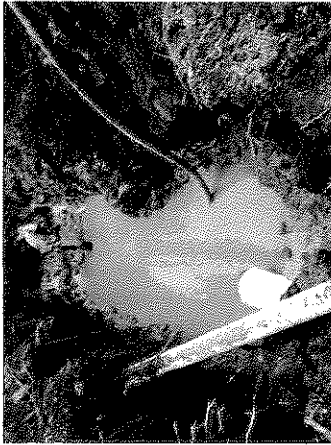
SERVICES PERFORMED	
• Feasibility Study	• Public Meetings
• Sewer Sizing	• Field Surveys
• Easement Negotiations & Acquisition	• Construction Administration & Inspection
• Plans, Specifications & Estimate	• Construction Staking
• Permitting	• As-Built Verification Surveys
• Bid Support	

CONSTRUCTION COST	\$596,970
CHANGE ORDERS (NO.)	0
CHANGE ORDERS (\$)	\$0

SCROGGINS PARK TRUNK SEWER REPLACEMENT Project Manager Tom Hatfield, P.E., P.L.S. (2004)

GEORGETOWN, KY

Replacement of 2,400 LF of 10" sanitary sewer with 15" sanitary sewer to solve capacity issues due to inflow & infiltration.



SERVICES PERFORMED

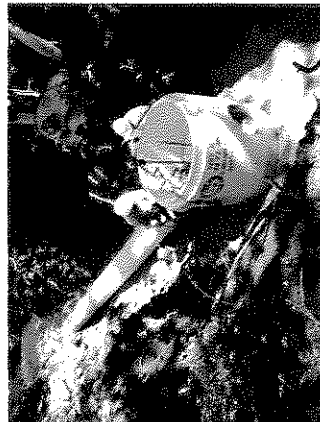
- Feasibility Study
- Sewer Sizing
- Easement Negotiations & Acquisition
- Plans, Specifications & Estimate
- Permitting
- Floodplain Modeling
- Bid Support
- Public Meetings
- Field Surveys
- Construction Administration & Inspection
- Construction Staking
- As-Built Verification Surveys
- Utility Conflict Resolution
- Construction Phasing Plans

CONSTRUCTION COST	\$149,105
CHANGE ORDERS (NO.)	1
CHANGE ORDERS (\$)	\$15,000

BLACKFORD PROPERTY Project Manager Tom Hatfield, P.E., P.L.S. (2003-2012)

LEXINGTON, KY

Design of a 1,200 GPM pump station, including telemetry and odor control, 8,200 LF of 12" and 14" force main, and 9,700 LF of 12", 15", 18", and 24" gravity trunk sewer. Required easement from Kentucky Department of Highways. Includes 8+ miles of 8" collector sewer to date.



SERVICES PERFORMED

- Feasibility Study
- Sewer Sizing
- Pump Station and Force Main Modeling
- Sewer Hydraulic Analysis
- Permitting
- Plans, Specifications & Estimate
- Bid Support
- Construction Administration & Inspection
- Construction Staking
- Shop Drawing Approval
- Pump Station Sizing and Design (wet wells, control box, valve vault, odor control and telemetry)

CONSTRUCTION COST	\$4,000,000+
CHANGE ORDERS (NO.)	—
CHANGE ORDERS (\$)	—

WEST HICKMAN TRUNK SEWERS Project Manager Al Gross, P.E., P.L.S. (1997)

LEXINGTON, KY

Design of 6,500 LF of 12" and 15" sanitary sewer allowing for the elimination of three existing pumping stations.



SERVICES PERFORMED

- Feasibility Study
- Sewer Sizing
- Easement Negotiations & Acquisition
- Plans, Specifications & Estimate
- Permitting
- Floodplain Modeling
- Bid Support
- Field Surveys
- Construction Administration & Inspection
- Construction Staking
- As-Built Verification Surveys
- Utility Conflict Resolution
- Construction Phasing Plans

CONSTRUCTION COST	\$305,680
CHANGE ORDERS (NO.)	1
CHANGE ORDERS (\$)	\$5,000

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Lexington, KY	1979	25	11
Local Office	Lexington, KY	1979	25	11
PM Location	Lexington, KY			
Subconsultants				
Name: Integrated Engineering				
Service Provided	Design and/or Surveying			
Headquarters	Lexington, KY	2006	7	6
Local Office	Lexington, KY	2006	7	6
Name: T.H.E. Engineers				
Service Provided	Environmental			
Headquarters	Lexington, KY	1992	13	5
Local Office	Lexington, KY	1992	13	5
Name: LE Gregg & Associates				
Service Provided	Geotechnical			
Headquarters	Lexington, KY	1957	17	7
Local Office	Lexington, KY	1957	17	7

EA Partners' previous experience demonstrates the understanding required for successfully project delivery.

EA Partners and Integrated Engineering's knowledge of current systems within the community provides valuable guidance to developing appropriate solutions.

100% of the work will be performed within the City of Lexington.

Your Project Manager will be a Lexingtonian, an owner in EA Partners, and available within a moments notice.

EA Partners, PLC is aware and understands the goals of the Lexington-Fayette Urban County Government and the Division of Water Quality that no less than ten percent (10%) of the total value of work conducted under this contract be subcontracted to Disadvantaged Business Enterprises (DBE). To meet this goal we have included as a part of our design team Integrated Engineering, PLLC. Integrated Engineering, founded by Harsha Wijesiri in 2006, is a Certified DBE with the Lexington-Fayette Urban County Government and the Kentucky Department of Highways.

Integrated Engineering, PLLC is an emerging professional civil engineering and surveying company with experience in diverse disciplines. They have worked on various public works projects with an emphasis on storm and sanitary sewers. They have worked with governmental agencies in various cities across Kentucky. Some of Integrated Engineering's valuable clients include The Lexington-Fayette Urban County Government, Louisville Metropolitan Sewer District, Northern Kentucky Sanitation District 1, City of Richmond, Frankfort Sewer Department, City of Middletown, City of Hurstbourne, City of Wellington, and City of Ludlow. The staff has earned a reputation for completing projects in a responsive manner, while meeting and exceeding the client's needs and expectations.

Harsha P. Wijesiri, P.E., 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..

EDUCATION AND EXPERIENCE
University of Kentucky, Masters of Science
Civil Engineering

University of Kentucky, Bachelor of Science
Civil Engineering

Shajjah College (UAE), Diploma in
Electronic Engineering

Experience: 15 years

PROFESSIONAL REGISTRATIONS
Professional Engineer - KY - Civil # 23432

APPLICABLE TECHNICAL TRAINING
Sewer Collection Rehabilitation Seminar
Water Professionals Conference
Designing of Pumping Stations
SED-CAD 4 Training Course
KSPE Annual Conference

PROFESSIONAL AFFILIATIONS
NSPE, KSPE, ASCE

- **Bob O Link Trunk Sewer Replacement Project (LFUCG)**
- **Cardinal Lane Storm and Sanitary Sewer Improvements Project (LFUCG)**
- **Lexington Mall Sanitary Sewer Relocation Project (LFUCG)**
- **Deep Springs Pump Station (LFUCG)**
- **Water Street Project (City of Richmond)**
- **Scott County Elementary School**

Eddie Mesta, P.E.

Mr. Mesta provides a wide array of experience for both public and private sector clients. Mr. Mesta 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.

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Civil Engineering

Experience: 17 years

PROFESSIONAL REGISTRATIONS
Professional Engineer - KY - Civil # 22048
Professional Engineer - IN - Civil # 10200289
Professional Engineer - TN - Civil # 00107842

APPLICABLE TECHNICAL TRAINING
KSPE Annual Conference
Sewer Collection Rehabilitation Seminar
Water Professionals Conference
Hydraulic Modeling Training Featuring HEC-RAS Design Software
SED-CAD 4 Training Course

PROFESSIONAL AFFILIATIONS
KSPE, NSPE, APWA, KSA

- **Bob O Link Trunk Sewer Replacement Project (LFUCG)**
- **Cardinal Lane Storm and Sanitary Sewer Improvements Project (LFUCG)**
- **Lexington Mall Sanitary Sewer Relocation Project (LFUCG)**
- **LFUCG Capacity Assurance Program (CAP)**
- **Deep Springs Pump Station (LFUCG)**
- **Inverness Low Pressure System**

HOURLY RATES

Principal	\$	150.65
Project Manager	\$	150.65
Project Engineer (PE)	\$	125.23
Project Engineer (EIT)	\$	100.08
Landscape Architect/Planner	\$	95.00
Engineering Technician / CAD Technician	\$	82.50
Survey Crew (Two Man Party)	\$	125.92
Clerical	\$	40.92

* Reimbursable Expense Shall Be Billed at Cost, Without Markup.

**STATEMENT OF QUALIFICATION
SUBMITTED BY:**

Firm: EA Partners, PLC
Address: 3111 Wall Street
Lexington, Kentucky 40513
By: Albert W. Gross
Title: Partner
E-Mail Address: agross@eapartners.com
Telephone 859-296-9889
Fax: 859-296-9887
Date: November 13, 2012

AFFIDAVIT

Comes the Affiant, Albert W. Gross, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Albert W. Gross and he/she is the individual submitting the proposal or is the authorized representative of EA Partners, PLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above- mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Albert W. Gross on this the 13th day of November, 2012.

My Commission expires: August 19, 2015

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature

EA Partners, PLC
Name of Business



AFFIRMATIVE ACTION PLAN

Equal Employment Opportunity (EEO) Policy Statement

The policy of EA Partners, PLC is to ensure equal employment opportunity for all persons regardless of race, color, national origin, sex (including pregnancy, childbirth or related medical conditions), age, religion, marital status, sexual orientation, veteran status and disability or any other characteristic protected by law. In keeping with this policy, such action shall include: employment, upgrading or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, on or off the job.

Equal Employment Opportunity Implementation

The partners of EA Partners, PLC ultimately have the responsibility to implement the equal opportunity employment policy.

Dissemination of Equal Opportunity Employment Policy

All members of the EA Partners, PLC staff who are authorized to hire, supervise, promote and discharge employees, or who recommend or are substantially involved in such action, will be made fully cognizant of, and will implement, the EA Partners' EEO policy and contractual responsibilities.

New employees will be apprised of EA Partners' equal opportunity policy at new employee orientation.

All recruitment sources will be reminded of EA Partners' commitment to EEO and affirmative action. All applicants will be treated without regard to race, color, religion, sex or national origin. Recruitment sources will be advised that EA Partners, PLC is an "Equal Opportunity Employer."

Job Policies and Practices

All personnel actions and programs including but not limited to compensation, benefits, layoffs, recalls, company-sponsored training, education and social and recreational programs will be administered in a nondiscriminatory manner with respect to minorities and women, provided the individual is qualified to perform the work available.

EA Partners, PLC shall continue to provide equal employment opportunity to all qualified persons and to continue to recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex or national origin.

AFFIRMATIVE ACTION PLAN

EA Partners, PLC shall identify and analyze areas of its employment process so as to further the principles of equal employment opportunity.

Employment decisions in all areas will be made on the basis of furthering the objective of equal employment.

The recruitment, testing and hiring of all personnel will be without discrimination against any individual with regard to race, color, religion, sex or national origin.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type shall be taken without regard to race, color, religion, sex, age or national origin.

Compliance with Sex Discrimination Guidelines

It has been and will continue to be the policy of EA Partners, PLC not to discriminate on the basis of sex. In complying with these guidelines, EA Partners, PLC will continue to do the following:

- Actively recruit both men and women for all jobs.
- Referral sources, when utilized, are notified that EA Partners, PLC has no specific preference regarding sex and seeks only qualified applicants.
- Employment advertising does not express a sex preference and, if printed, does not appear in sex-segregated columns. Advertisements are followed by the statement, "Equal Opportunity Employer."
- EA Partners, PLC provides appropriate physical facilities for both male and female employees.
- EA Partners, PLC does not make a distinction between the employment treatment of a man or woman based on marital status. In addition, EA Partners, PLC does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.

WORKFORCE ANALYSIS FORM

Name of Organization: EA Partners, PLC Project Team Date: 11 / 13 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	18	17					1			18	
Superintendents											
Supervisors	3	3								3	
Foremen											
Technicians	6	6								6	
Protective Service											
Para-Professionals											
Office/Clerical	4		4								4
Skilled Craft											
Service/Maintenance											
Total:	32	26	5				1			27	5

Prepared by: Albert W. Gross, Partner
Name & Title

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

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering Harsha Wijesiri 1716 Sharkey Way, Suite 200 Lexington, KY 40511 859-368-0145	Design and/or Surveying		10%
2.			
3.			
4.			

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

EA Partners, PLC Company Albert W. Gross Company Representative

November 13, 2012 Date Partner Title



GENERAL PROVISIONS

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

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

GENERAL PROVISIONS

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.
 - A. Termination for Cause
 - (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
 - (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
 - (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.
 - B. At Will Termination

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

GENERAL PROVISIONS

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

November 13, 2012
Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray, Mayor
Jane C. Dieckel, Commissioner

ADDENDUM #1

RFP Number: **33-2012**
Date: November 6, 2012
Please address inquiries to:
Betsy Landrum (859) 258-3320

Subject: **RFO for Professional Engineering Services**

TO ALL PROSPECTIVE BIDDERS:

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

Questions	Answers
<p>From page 2, 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?</p>	<p>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.</p>
<p>Can you provide examples of similar type projects that will be included in Category 1?</p>	<p>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.</p>
<p>Do the one-page resumes for key project team members that are requested in the Project Teams section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?</p>	<p>Yes -- Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.</p>
<p>From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed: If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced</p>	<p>Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (fiscally defined as being within the Bluegrass Area Development District boundaries).</p>


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<p>wastewater project manager, would the Prime/Team receive the points for having a local project manager?</p>	<p>No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.</p>
<p>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?</p>	<p>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.</p>
<p>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 RFP?</p>	<p>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.</p>
<p>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.</p>	<p>At present, no. DWO 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.</p>
<p>A question regarding Contract 4 -- Pipeline, manhole, instl. and lining, chamber/rehabilitation projects. Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?</p>	<p>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.</p>
<p>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?</p>	<p>No -- The proposer will be able to demonstrate and score points in other categories.</p>
<p>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?</p>	<p>Yes -- see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)</p>
<p>Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?</p>	<p>Yes -- see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)</p>

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<p>How will a firm be ranked if there is a joint venture?</p>	<p>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.</p>
<p>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 (ORC) 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?</p>	<p>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.</p>

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



 Todd Slatin, Acting Director
 Division of Central Purchasing

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

COMPANY: EA Partners, PLC
 ADDRESS: 3111 Wall Street, Lexington, KY 40513
 SIGNATURE OF PROPOSER: _____



TEAM

No TEAM is complete without EA

EXHIBIT D

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

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

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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