



Request for Proposal

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TOWN BRANCH COMMONS CORRIDOR POST-CONSTRUCTION BIKE AND PEDESTRIAN USER COUNTS

RFP #36-2024



MAY 20, 2024





Lexington Office
651 Perimeter Drive, Suite 300 | Lexington, KY 40517
Ph | 859.368.0145

May 20, 2024

Sondra Stone – Senior Procurement Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

SUBJECT: RFP #36-2024 Town Branch Commons Corridor - Post-Construction Bike and Pedestrian User Counts

Dear Ms. Stone,

PRIME AE Group, Inc. (PRIME AE) is pleased to submit our proposal for the Town Branch Commons Corridor – Post-Construction Bike and Pedestrian User Counts project. We are prequalified with the Kentucky Transportation Cabinet (KYTC) in traffic data collection and have a substantial amount of experience collecting and processing pedestrian and bike counts. We have teamed up with Civil Design, Inc. (CDI) to assist with the counts and the reporting. CDI is a very experienced DBE that we have been mentoring for the past couple of years to help them reach their goal of graduating from the DBE program. In addition to having a tremendous amount of experience collecting and processing counts, we also have a tremendous amount of experience working with the Lexington-Fayette Urban County Government (LFUCG) on engineering projects. This will allow our team to hit the ground running from the beginning.

Our approach starts at the top with our Principal in Charge, Steve Garland, PE, LSIT and our Project Manager Katie Beard, PE. Steve has more than 24 years of experience working with LFUCG. He will ensure the project runs smoothly, provide QA/QC on all the deliverables, and will make sure all LFUCG standards are met. Before joining PRIME AE, Katie worked for the City of Frankfort as their Public Works Director/City Engineer. She will serve as your primary point of contact on this project as she understands how projects run on the City level, has a tremendous amount of project management experience, and has experience managing a similar Transportation Investment Generating Economic Recovery (TIGER) Grant for the City of Frankfort. Steve and Katie will work with our data collection experts Brett Malloy, PE, PTOE, Kyle Fisher, and CDI to make sure the project stays on schedule and within budget and that communication remains a priority.

All the work will be done out of our Lexington office located on Perimeter Drive. This is within a ten minute drive of the site and will allow us to easily monitor the counting equipment or meet with LFUCG on a moment's notice.

We have assembled an experienced team we feel can best assist LFUCG in delivering a successful project because of the following reasons::

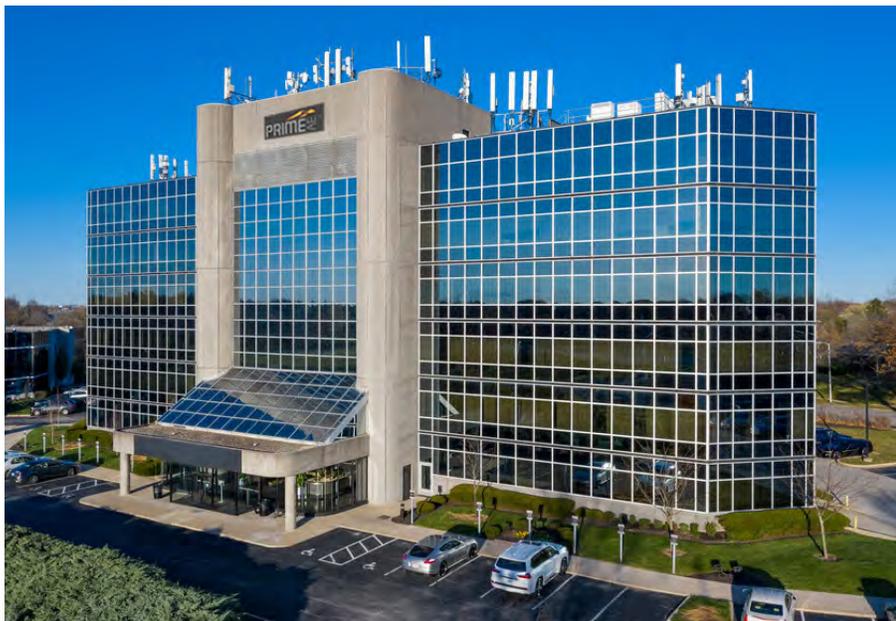
- + **Local Knowledge/Strong Local Presence:** Our KY operations have been headquartered in Lexington since 2003. We have worked on many projects in Lexington for LFUCG throughout the years and are extremely familiar with the LFUCG staff, standards, and processes. Having our project manager and core team within Lexington will be a huge benefit to LFUCG.
- + **Vast Experience Collecting and Processing Bike and Pedestrian Counts:** We have all the equipment necessary to collect the bike and pedestrian counts that are specified in the RFP. We have performed similar counts for municipalities, private developers, and for KYTC throughout the state.
- + **Project Manager With Local Government and TIGER Grant Experience:** Understanding how the project will run from the local government perspective and having TIGER Grant management experience will allow Katie to keep the project running smoothly for LFUCG.

Thank you for your consideration of our proposal. We appreciate the opportunity to be involved in such an exciting and significant project, and we look forward to working with LFUCG to make this project a success.

Sincerely,

Stephen Garland, PE, LSIT
Principal in Charge





OFFICE LOCATIONS

LEXINGTON OFFICE

651 Perimeter Drive, Suite 300
Lexington, KY 40517
Ph | 859.368.0145

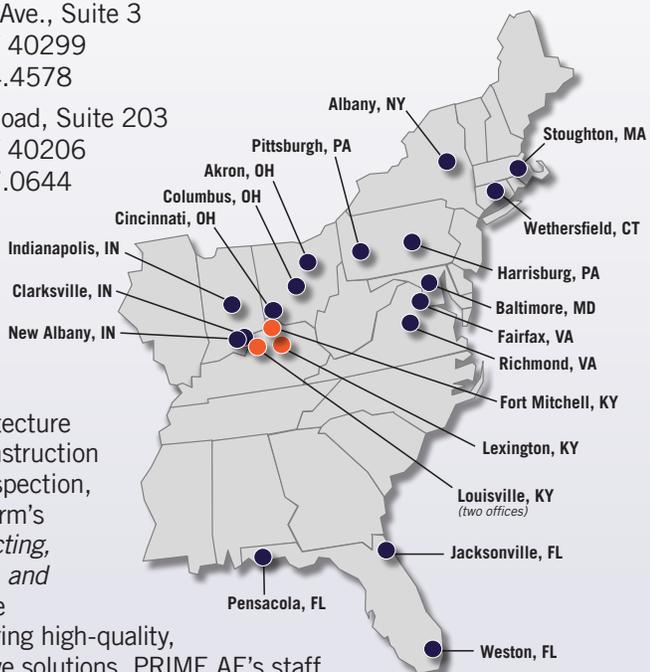
LOUISVILLE OFFICE

1717 Alliant Ave., Suite 3
Louisville, KY 40299
Ph | 502.514.4578
2307 River Road, Suite 203
Louisville, KY 40206
Ph | 859.797.0644

NORTHERN KY OFFICE

2101 Chamber Center Drive
Fort Mitchell, KY 41017
Ph | 859.912.1920

PRIME AE Group, Inc. (PRIME AE) provides a full range of services in water resources, transportation, architecture and engineering, construction management and inspection, and surveying. Our firm's philosophy of *Connecting, Creating, Conserving, and Community* forms the foundation for delivering high-quality, on-time, cost-effective solutions. PRIME AE's staff includes professional engineers, registered architects, and construction inspectors. These professionals average over 20 years of experience in their respective disciplines. PRIME AE currently has 21 office locations in ten states throughout the mid-west, southeast, northeast, and mid-Atlantic regions. Headquartered in Baltimore, Maryland (primary office), PRIME AE has four Kentucky locations (branch offices).



SERVICES

- Civil Engineering
- Land Surveying
- Easement Acquisition
- Construction Administration
- Construction Inspection

www.primeeng.com

KY STAFF & PERSONNEL

TOTAL STAFF SIZE

93 Employees

IN-HOUSE PERSONNEL

- 35 Professional Engineers
- 8 Professional Land Surveyors
- 3 Structural Engineers
- 2 Land Surveyors in Training
- 10 Engineers in Training
- 1 Engineering Technician
- 10 Construction Inspectors
- 4 Right of Way Professionals

PREQUALIFICATIONS

- Pedestrian and Bicycle Facility Planning and Design
- Rural and Urban Roadway Design
- Structures Design
- Spans Under 500 ft
- Surveying
- Traffic Engineering Services
- Traffic Data Collection
- Construction Project Supervision
- Water and Sewer Design
- Right of Way Services

REGIONAL / MUNICIPAL CLIENTS

- Lexington-Fayette Urban County Government
- Northern Kentucky Sanitation District No. 1
- Louisville Metropolitan Sewer District
- Kentucky American Water Company
- City of Pikeville (On-call City Consulting Engineer)
- City of Henderson
- City of Newport
- City of Bellevue
- City of Covington
- City of Georgetown
- City of Shelbyville
- City of Danville
- City of Winchester



Steve Garland, PE, LSIT



Principal in Charge - PRIME AE Group, Inc.

Steve is responsible for management and project coordination for municipal infrastructure and private development projects. His major responsibilities include design for transportation, traffic, wastewater collection (gravity and force mains), stormwater drainage, and major site development projects. Additionally, Steve is responsible for quality control/quality assurance and providing communication both internally and externally on major projects.

YEARS OF EXPERIENCE: 26

EDUCATION

BS/Civil Engineering/1998/
University of Kentucky

REGISTRATIONS

Professional Engineer: KY, IN, OH

LEED AP Accredited Professional
(Legacy)

CFM Certified Floodplain Manager
(former)

NCEES Model Law Engineer

CERTIFICATIONS/TRAINING

KYTC Traffic Impact Study
Training

Detention Ponds and Urban
Hydrology (Featuring XPSWMM
and Storm Net Design Software)

Hydraulic Modeling Training
(Featuring HEC-RAS Design
Software)

StormNet Hydraulic / Hydrologic
Training

Pump Station Design (Gorman-
Rupp Hydraulic Training)

Winter Dendrology Tree
Identification Bernheim Forest

EXPERIENCE

Meadows-Northland-Arlington Neighborhood (MNA) Improvements Project, Phases 5D, 5E, 5F, 6A, 6B, and 6C, Lexington-Fayette Urban County Government (LFUCG) - Fayette County, KY: Project Engineer. This project involved a storm, sanitary, and roadway improvements project that includes an existing residential development bounded by an arterial collector, Bryan Avenue, which is fronted by both residential and commercial entrances. The scope of the project includes the installation of a storm sewer to facilitate drainage for the streets and roads as well as the residences, to widen the streets where necessary to create a uniform cross section, to install box curb and gutter, to install sidewalks, to regrade the streets to increase stop sight distance where necessary, and to correct the badly aged sanitary sewer system.

Clays Mill Road Improvements, Section 1, LFUCG - Fayette County, KY: Project Engineer. As project engineer, Steve assisted as a subconsultant for the proposed widening of Clays Mill Road from Waco Drive to Harrodsburg Road. His primary responsibilities included drainage design review and FEMA permitting assistance.

Cardinal Lane Storm and Sanitary Improvements Project, LFUCG - Fayette County, KY: Project Engineer. As project engineer, Steve was responsible for the design of approximately 140 lineal feet of 4' x 4' reinforced box culvert and an 18" storm sewer system. His responsibilities also included helping LFUCG in the easement plat preparation and acquisition of two parcels within the project corridor.

Pine Meadow Road Bank Stabilization Project, LFUCG - Fayette County, KY: Project Engineer. This project involved the survey and design of a Rosetta Stone Segmental Wall system along Vaughn's Branch near Pine Meadow Road. His responsibilities also included the application for and approval of the United States Army Corps of Engineers (USACE) and Kentucky Division of Water (KDOW) stream permits.

Town Branch Trail Project, LFUCG - Fayette County, KY: Project Engineer. As project engineer, Steve assisted with acquiring Kentucky Division of Water and US Army Corps of Engineers permits associated with the Phase 3 Section of Town Branch Trail between Alexandria Drive and New Circle Road.

Tates Creek Road Sidewalk Project, LFUCG - Fayette County, KY: Project Engineer. This streetscape project involved surveying and civil engineering design and coordination of over 16,000 linear feet sidewalks on both sides of Tates Creek Road from inside of Alumni Drive outbound to the Lansdowne Shoppes area. The design followed state and federal Local Public Agency (LPA) guidelines. Significant coordination was made with utility companies for the numerous relocations that needed to retrofit the sidewalk into the existing infrastructure



Katie Beard, PE



Project Manager - PRIME AE Group, Inc.

YEARS OF EXPERIENCE: 21

EDUCATION

BS/Civil Engineering/2003/
University of Kentucky

REGISTRATIONS

Professional Engineer: KY

CERTIFICATIONS/TRAINING

Leadership PE

OSHA 10 hour Construction
Safety and Health

Civil 3D

HEC-RAS

AFFILIATIONS

Kentucky Society of Professional
Engineers

Kentucky Stormwater Association

Before joining PRIME AE, Katie spent 8 years in management at the City of Frankfort, KY with her time split between the Frankfort Sewer Department as the Water Quality Engineer and the Public Works Department as Director/ City Engineer. She brings strong communication and organizational skills to each project. Her expertise also includes managing projects funded by Federal and State grants, especially the State Revolving Fund program administered by the Kentucky Infrastructure Authority, acquiring various permits for construction in right of ways and floodplains, and meeting environmental requirements for federally or state funded projects.

EXPERIENCE

***Second Street (US60) Corridor Streetscape Transportation Investment Generating Economic Recovery (TIGER) Grant Project, City of Frankfort - Frankfort, KY:** Project Manager. Kate was the Local Public Agency (LPA) representative for the City and the project supervisor for this revitalization project that included a complete redesign of the corridor and upgrade of all utilities. The focus for this project was pedestrian safety and improvement of pedestrian and bicycle facilities. Traffic counts were conducted before and after construction by the public works department under Katie's supervision to establish vehicle, bicycle, and pedestrian counts at intersections along the corridor. The traffic data was utilized by the consultant in the design of the project. A wide shared use path was installed, intersection crossings shortened, and stop signs replaced several signalized intersections. Katie was actively involved in grant writing and implementation through completion for this TIGER Grant funded project. This project was awarded a 2023 ACEC KY Grand award.

***Two Way West Main Conversion Project, City of Frankfort - Frankfort, KY:** Project Manager. Katie served as the City's project manager for the conversion of West Main Street from one-way to two-way traffic. Along with striping and signage, modifications were made to improve pedestrian safety at all crossings. Under Katie's supervision, traffic counts were conducted and utilized in the design of the traffic conversion for West Main Street. This project also included the addition of loading zones and handicap on street parking.

Merrick Trunk Sewer Improvements, LFUCG Lexington Division of Water Quality - Lexington, KY: Project Manager. Katie serves as project manager for this sanitary sewer project which replaces and upsizes over 7,100' of trunk sewer. This project serves to reduce sanitary sewer overflows as required by the City's consent decree and identified in the Remedial Measures Program. Challenges include construction in a busy corridor with 20,000 vehicles a day, construction in a floodplain, two crossbores, and construction in private property.

Savannah Guilford Stormwater Improvements Phase 2 (Design), LFUCG Lexington Division of Water Quality - Lexington, KY: Project Manager. The City of Lexington has identified this project to reduce flooding and erosion in the backyards of several homes. This project will intercept and redirect stormwater runoff from an existing concrete flume and discharge it below the flume in an existing detention basin. Katie's responsibilities include modeling using Autodesk Storm and Sanitary Analysis (SSA) and documenting a comparative analysis of variables for the chosen alternative. Components of the project include the construction of 800 linear feet of 48-inch pipe, drainage structures, and installation of articulated concrete block channel stabilization.

** Performed prior to PRIME AE*



Brett Malloy, PE, PTOE



Project Engineer / Data Collection - PRIME AE Group, Inc.

Brett is responsible for design and project coordination for roadway and traffic engineering projects. His responsibilities include all aspects of plan production for transportation projects and handling traffic impact studies from planning through final reports and recommendations. He is very experienced with collecting and analyzing traffic counts and with creating microsimulation traffic models.

YEARS OF EXPERIENCE: 11

EDUCATION

MS/Civil Engineering/2013/
University of Kentucky

BS/Civil Engineering/2012/
University of Kentucky

REGISTRATIONS

Professional Engineer: KY

Professional Traffic Operations
Engineer (PTOE)

CERTIFICATIONS/TRAINING

Designing Pedestrian Facilities
for Accessibility

KYOPS Training

KYTC ORD Training

ODOT Traffic Academy

EXPERIENCE

KYTC Statewide Traffic Counting Services - Statewide, KY: Co-Project Manager. Brett is currently serving as co-project manager for the statewide traffic counting services project for KYTC. The scope of this project is to collect vehicular traffic data for the KYTC Division of Planning that will be used to develop estimates of the amount of vehicular travel, usage, and/or characteristics associated with a system of highways or with a particular location on a highway. Up to 250 counts statewide will be collected for each of the two years. Approximately 2/3 will be volume counts and 1/3 will be vehicle classification counts.

KY-18, KYTC - Boone County, KY: Lead Traffic Engineer. Brett served as the lead traffic engineer for the KY-18 widening and intersection reconfiguration project in Burlington, KY. This project proposes to convert a traditional four-lane heavily congested urban arterial into a "super street" fit with a series of Restricted Crossing U-turn (RCUT) intersections. As lead traffic engineer, Brett was tasked with supervising the collection of traffic, bicycle, and pedestrian counts, forecasting future traffic growth, and developing microsimulation models using PTV VISSIM software. The traffic models he developed were used to assess existing and future corridor traffic conditions and identify an optimal corridor design. In addition to his role as lead traffic engineer, Brett also assisted in the corridor design and development of preliminary design alternatives.

Adam Shepherd Parkway, City of Shepherdsville - Bullitt County, KY: Project Engineer. Brett assisted in the development of design alternatives for the Adam Shepherd Parkway corridor between KY-44 and Conestoga Parkway in Shepherdsville, KY. This stretch of parkway experiences periods of heavy traffic congestion, particularly in the PM peak hour period. A design alternative that alleviates this traffic congestion through access management strategies and intersection modifications was developed for the project. To assist in the development of a design alternative, Brett prepared microsimulation traffic models using PTV VISSIM software in an effort to analyze the future traffic impacts and identify an optimal corridor design. In developing the microsimulation models, he processed existing traffic counts, projected future traffic volumes, and redistributed traffic in the proposed conditions. The counts included bike and pedestrian counts.

Comprehensive Traffic Study, City of Berea - Madison County, KY: Project Engineer. As project engineer, Brett assisted in developing existing and proposed traffic simulation models. In an effort to improve traffic congestion and pedestrian safety in central Berea, Brett analyzed several design solutions and developed accompanying traffic simulations to determine an optimal network design. The innovative microsimulation software PTV VISSIM was used to prepare the traffic models. In addition to developing the traffic simulation models, he assisted in the completion of a detailed final report that documented the traffic model results and provided a recommended design alternative.



Kyle Fisher



Data Collection / Processor - PRIME AE Group, Inc.

Kyle's career has largely been accounted for by performing traffic counts, survey processing, and field work. He handles traffic counts for PRIME AE in Kentucky for all traffic impact studies, design projects, HSIP assignments, and planning studies. Kyle has extensive experience with Miovision cameras and tube counters. His relevant skills include: Microstation I, II, III, Inroads I, II, Highway Design Plan Reading, OpenRoads Survey, Designer, AutoCAD, Carlson Civil suite and Miovision Traffic Software.

YEARS OF EXPERIENCE: 5

EDUCATION

AAS/Civil Engineering/2019/
Bluegrass Community and
Technical College

Applied Geospatial
Studies/2023-Present/
University of Louisville

EXPERIENCE

KYTC Statewide Traffic Counting Services - Statewide, KY : Senior CADD Manager. As Senior CADD Manager, Kyle is currently responsible for the data acquisition of traffic at specified locations. He manages the various equipment necessary, such as Miovision cameras and tube counters, to ensure collection is accurate and done in a efficient manor. The scope of the project is to collect vehicular traffic data for the KYTC Division of Planning that will be used to develop estimates of the amount of vehicular travel, usage, and/or characteristics associated with a system of highways or with a particular location on a highway. Up to 250 counts statewide will be collected for each of the two years. Approximately 2/3 will be volume counts and 1/3 will be vehicle classification counts.

KY-18, KYTC - Boone County, KY: Lead Traffic Data Collector. Kyle served as lead traffic data collector for the KY-18 widening and intersection reconfiguration project in Burlington, KY. This project proposes to convert a traditional four-lane heavily congested urban arterial into a "super street" fit with a series of Restricted Crossing U-turn (RCUT) intersections. As lead traffic data collector, Kyle was tasked with supervising the collection of traffic and pedestrian counts of 14 intersections ranging from four-way stops to a large over pass interchange.

Various Traffic Counting Services - Statewide, KY: Senior CADD Manager. Throughout Kyle's tenure with PRIME AE he has completed over 200 independent intersection studies across 30 different projects. The acquired data was utilized in turning movement analysis, average annual daily traffic estimates, pedestrian/bicycle counts, and roundabout counts. He managed the recurring upkeep on devices such as Miovision cameras and tube counters, while overseeing multiple crews performing the equipment deployment to ensure the data returned was accurate and collected in a timely manor. The resulting data from these counts have been used by, but not exclusive to, KYTC, the City of Georgetown, the City of Richmond, and other various municipalities across the state of Kentucky for civil and site development.



Jeremy Linley, PE, CFM

Report Writer / GIS Specialist - Civil Design, Inc.

YEARS OF EXPERIENCE: 16

EDUCATION

BS/Civil Engineering/2006/
Southern Illinois University

REGISTRATIONS

Professional Engineer: MO
Certified Floodplain Manager

AFFILIATIONS

Association of State Floodplain
Managers

Missouri Floodplain and
Stormwater Management
Association

Engineers Club of St. Louis

Jeremy is the Infrastructure and Analytics Service Leader at CDI and he has over 16 years of Engineering and Geographic Information Systems (GIS) experience. His technical experience includes condition assessment, inflow / infiltration analysis, sanitary and storm sewer design, combined sewer separation, hydraulic and hydrologic modeling and assessment, sewer evaluation and rehabilitation, flow metering analysis, and site design. Additionally, Jeremy has extensive knowledge of GIS processes and has helped various clients develop GIS databases, mapping, and data collection processes to improve their daily workflows and decisions. Jeremy's combined knowledge of Engineering and GIS allows him to bridge the gap between the two industries, ultimately strengthening the outcome of every project.

EXPERIENCE

ILAW GIS Data Collection, Illinois American Water - Shiloh, Jerseyville, and Granite City, IL:

As part of the field assessment, CDI performed GIS/GPS data collection of approximately 905 sanitary structures (manholes, lift stations, air release valves, etc.), as well as general condition, characteristics, and photographs of each. Inspection information included accessibility, location, cover condition, material, size, number of pipe openings.

GIS, LCC, Data, and Asset Management Services, Great Rivers Greenway - St. Louis, MO:

CDI is currently working with Great Rivers Greenway to systematize the application of previously collected Life-Cycle Cost information to current and predicted assets. This project aims to help facilitate the analysis of the long-term financial impacts of greenway asset operation, maintenance, repair, and replacement. Services include database development and management, GIS online mapping and spatial analysis, custom reporting, workflow management, engineering calculations, **and maintaining correspondence.**

Life-Cycle Costs System and Asset Management, Great Rivers Greenway - St. Louis, MO:

CDI is currently working with Great Rivers Greenway to systematize the application of previously collected Life-Cycle Cost information on current and predicted assets. This project aims to help facilitate the analysis of the long-term financial impacts of greenway/trail asset operation, maintenance, repair, and replacement. Services include database development and management, GIS online mapping and spatial analysis, custom reporting, workflow management, engineering calculations, and maintaining correspondence.

Fayette County GIS Culvert Assessment, Fayette County Highway Department - Fayette County, IL:

As part of the field assessment, the general characteristics and photographs of each culvert were collected, including inspection information, location information, material, shape, size and dimensions, length, and roadway information. Additionally, any observed defects were collected and noted with photographs, and the general condition of each was estimated based on field observations to be used in proactive planning efforts by the County. Overall, CDI collected data and reported on over 4,000 small structures, including approximately 3,960 culverts and roughly 50 bridges.

IDOT Traffic Counts FY21-23, Terra Engineering - Illinois Department of Transportation (IDOT) Districts 7, 8, and 9 | Owner: IDOT | Client:

This project required obtaining accurate machine traffic counts using magnetic lane counters, video devices, and road tube counters, before submitting the raw traffic data to IDOT's project manager for processing. The 24-hour intersection turning movement counts with vehicle classification data required using a video collection unit, which was able to accurately extract lane-specific volume and classification traffic counts and turning movement data. CDI collected approximately 2,700 24-hour and 50 48-hour field traffic counts across the Districts.



KY-18: Darlington Drive to Houston Road Boone County, KY

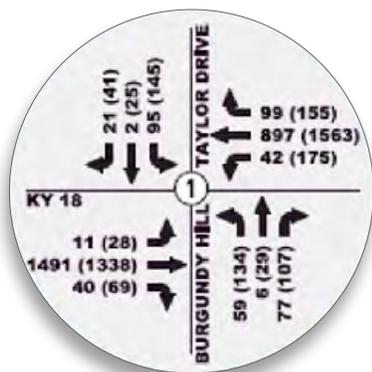


The section of KY-18 from Darlington Drive to Houston Road in Boone County has experienced significant growth, and the Amazon hub currently under construction near the CVG airport is expected to further increase traffic volumes. The purpose of this project is to implement innovative intersections along this section of KY-18 to add capacity. Innovative intersections, such as Restricted Crossing U-turns (RCUTs), are a method of increasing capacity and relieving congestion along a corridor, while minimizing impacts to right of way and utilities, often at a lower cost than adding lanes. RCUTs can also reduce the rate and severity of crashes by removing left turn movements.

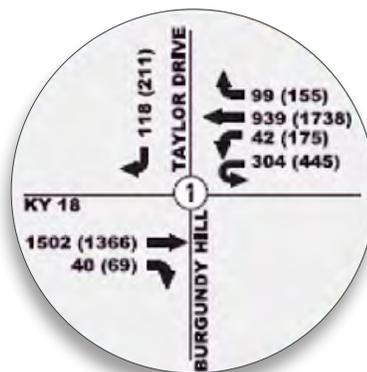
Owner/Client:
 KYTC District 6
 Mike Bezold, PE
 421 Buttermilk Pike
 Covington, KY 41017
 Ph | 859.341.2700

PRIME AE performed vehicular traffic counts at 17 intersections along the corridor and additional bicycle and pedestrian counts at select locations where existing pedestrian facilities are present. These counts were used to develop microsimulation traffic models for existing, future no-build, and proposed conditions. Delay, level of service, queue length, and vehicular travel time were analyzed for approaches and the overall corridor. The model results were used to ensure the proposed design will meet future corridor traffic capacity demands. Furthermore, the bicycle and pedestrian counts aided in identifying locations where pedestrian facilities and access will be maintained in the proposed design.

Common Team Members:
 Brett Malloy, PE, PTOE
 Kyle Fisher



2030 NO-BUILD TRAFFIC COUNTS



2030 PROPOSED TRAFFIC COUNTS

The east end of the segment is a 5-lane section with a two-way left turn lane and numerous entrances contributing to congestion and collisions. In addition to the intersection improvements, PRIME AE proposed islands and barrier median to restrict left turns in and out of the entrances. To accommodate pedestrians and bicyclists, the project incorporates a planned multi-use path along the north side of KY-18, as well as additional sidewalk segments on the south side of KY-18. **By using innovative ideas and strategic widening, we reduce the overall operation delay by 22%.**



Adam Shepherd Parkway Bullitt County, KY



The Adam Shepherd Parkway (ASP) project involves the preliminary and final design of the ASP corridor and adjacent intersections to improve safety and relieve traffic congestion near the I-65 Interchange in Shepherdsville. This corridor is flanked by numerous shopping centers, businesses, restaurants, and gas stations - all of which contribute to significant congestion and subsequent traffic delays and reduced travel time.

Owner/Client:

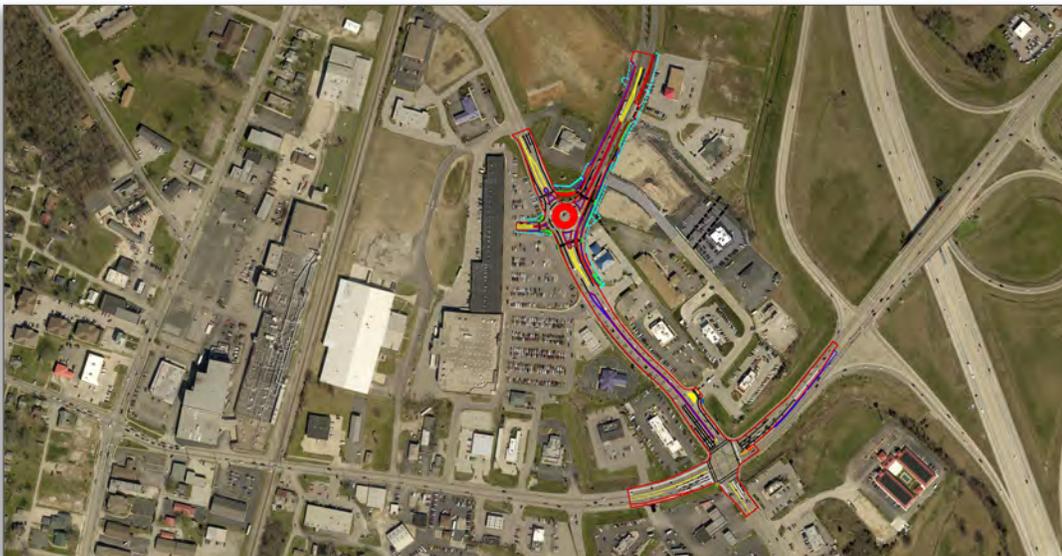
City of Shepherdsville
Arthur Jones, PE
Ph | 502.543.2923

As part of the project, Prime AE conducted vehicular and pedestrian/bicycle traffic counts at four key intersections within the project limits. These counts were utilized to develop microsimulation traffic models for the existing and proposed conditions to determine the impacts to traffic of the proposed design.

Key Personnel:

Brett Malloy, PE, PTOE
Kyle Fisher

Proposed improvements include the reconfiguration of two existing intersections: KY 44 at ASP, and ASP at Conestoga Parkway (CP). Access management measures were proposed to minimize conflict points. These measures included median barriers and the conversion of full access entrances into right-in, right-out (RIRO) along both the ASP and CP corridors. The ASP/CP intersection was converted from a signalized intersection to a roundabout with special signing to provide a safe and efficient access from the RIRO access points back to I-65.





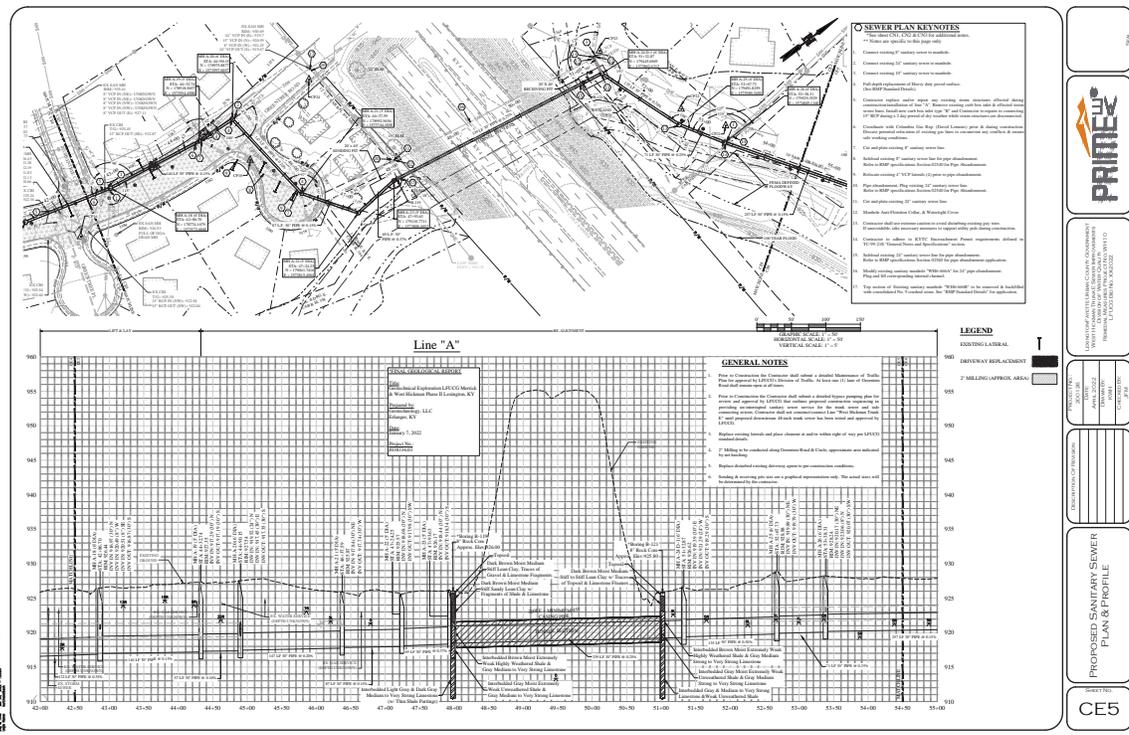
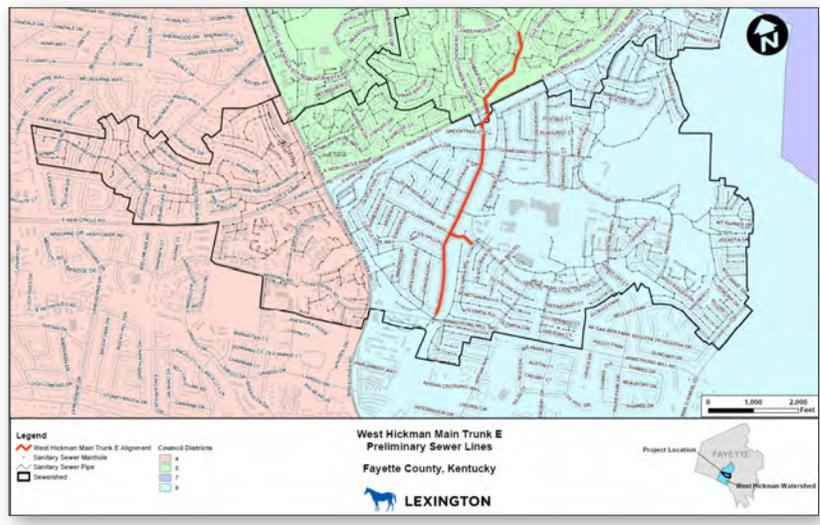
West Hickman Trunk E Sanitary Sewer Improvements (RMP#CR-12) Lexington, KY



To develop construction work parameters, Prime AE deployed Miovision traffic cameras at the intersection of Tate Creek Road and Malabu Drive/Merrick Drive to collect vehicular and pedestrian/bicycle traffic counts. These counts were used to determine the impacts to traffic of construction activity and aid in the development of the traffic management plan. A sound study was also performed to analyze the auditory impacts of construction on the adjacent Merrick Place apartments. The results of the sound study and traffic analysis will dictate whether construction will take place during the day or at night.

Owner/Client:
 Bob Peterson, PE
 Lexington-Fayette Urban County Government
 Division of Water Quality
 125 Lisle Industrial Blvd
 Suite 180
 Lexington, KY 40511
 Ph | 859.425.2438

Common Team Members:
 Steve Garland, PE, LSIT
 Brett Malloy, PE, PTOE
 Kyle Fisher





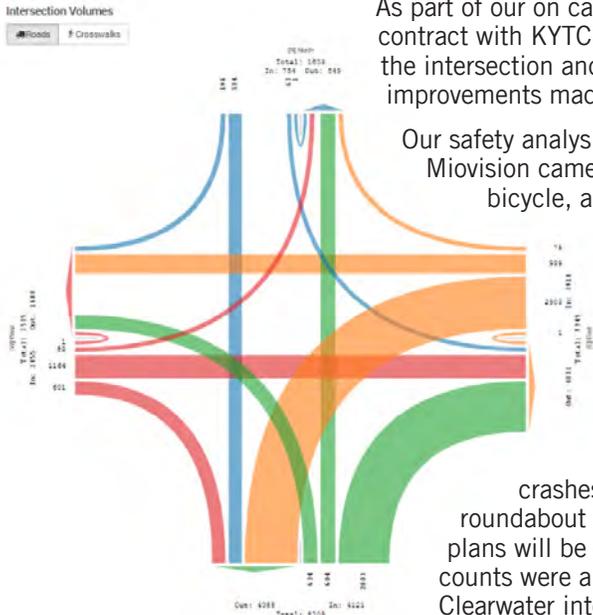
Tates Creek at Forest Lake Drive Roundabout Lexington, KY



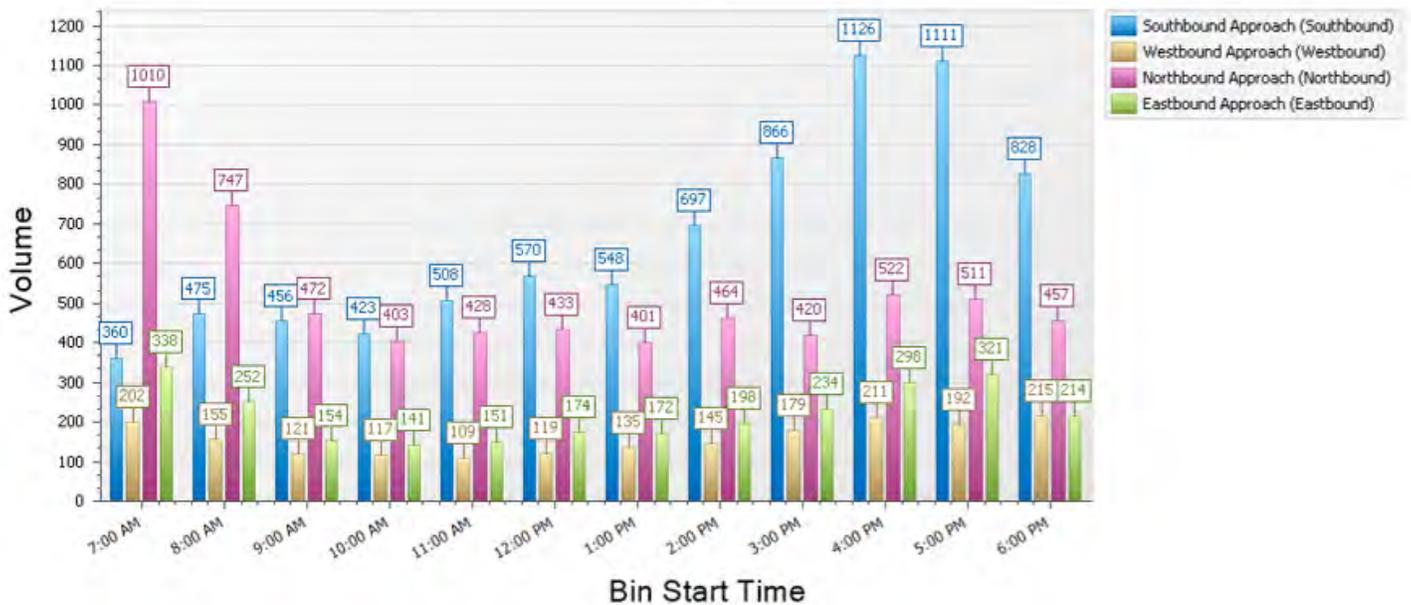
LFUCG reached out to KYTC to see if any safety improvements could be made at the intersection of KY 1974/Tates Creek and Forest Lake Drive. The intersection is experiencing a higher than normal crash history. Low cost improvements such as pavement markings and tree trimming to improve sight distance have been made. As part of our on call Highway Safety Improvement (HSIP) contract with KYTC, PRIME AE was asked to investigate the intersection and corridor to see if additional safety improvements made sense.

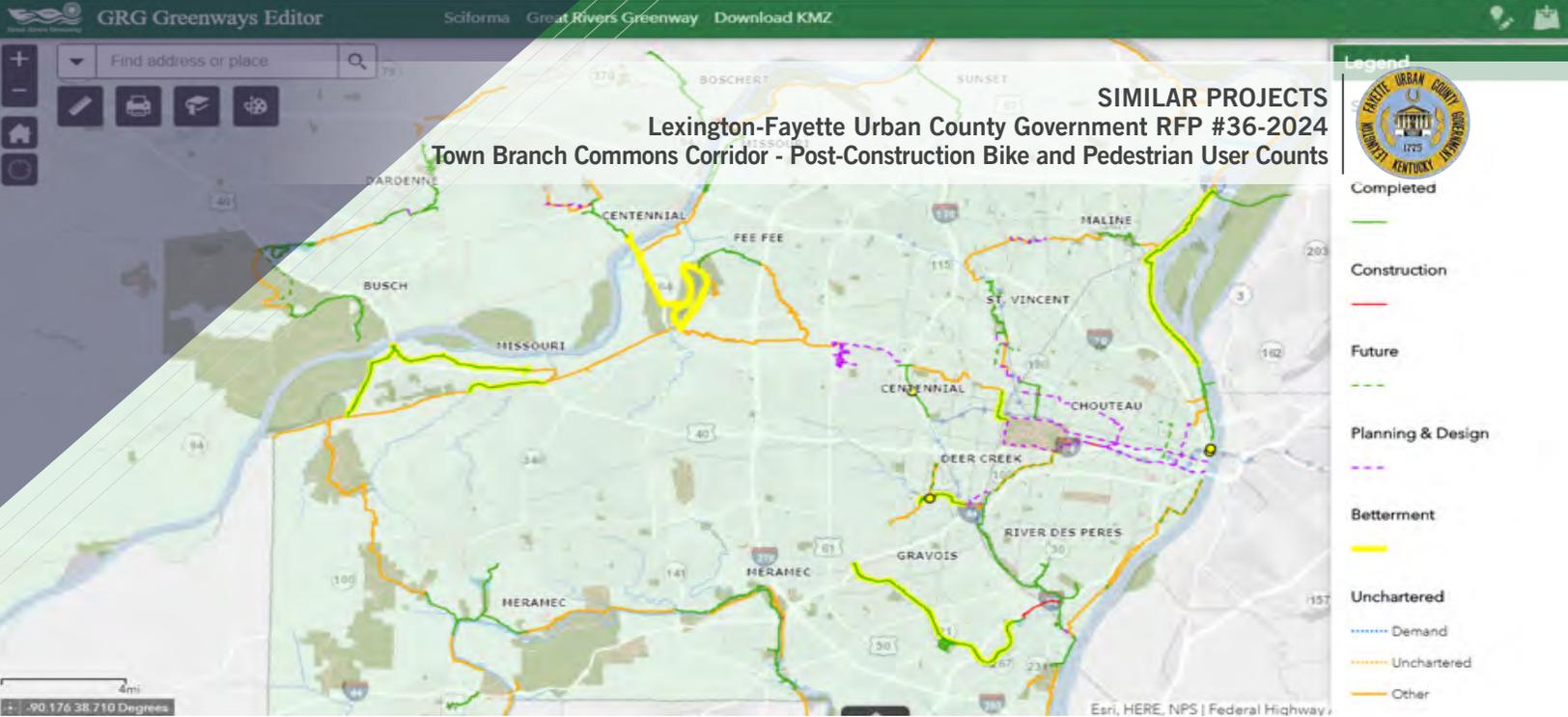
Owner/Client:
KYTC
Mike Vaughn, PE
Ph | 859.582.6858
mike.vaughn@ky.com

Key Personnel:
Brett Malloy, PE, PTOE
Kyle Fisher



Our safety analysis started with utilizing Miovision cameras to collect vehicular, bicycle, and pedestrian counts. These counts were uploaded and analyzed to see what types of improvements would be warranted. The volume of vehicular traffic did not warrant a traffic signal. These counts did show that a turbo roundabout would work well and reduce crashes. Design plans for the turbo roundabout have been started and the plans will be completed this year. Pedestrian counts were also taken at the Tates Creek and Clearwater intersection as KYTC received a request for a pedestrian crossing to be added.





Great Rivers Greenway GIS Services

St. Louis, MO



Great Rivers Greenway (GRG) is a regional public agency that serves the City of St. Louis, St. Louis County, and St. Charles County. GRG connects the region through various greenways, aiming to create a vibrant place to live, work, and play. Following the update of its regional plan in 2016, GRG sought the assistance of a GIS consultant to help complete various tasks identified in their new plan.

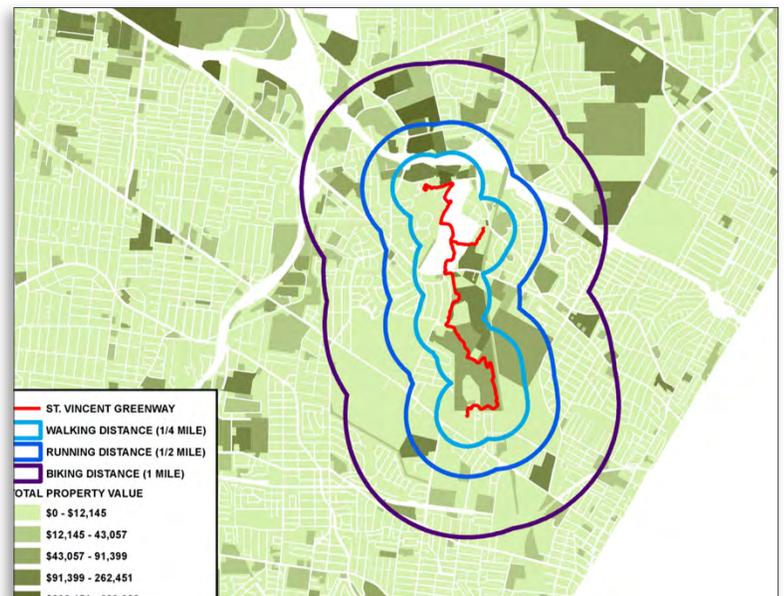
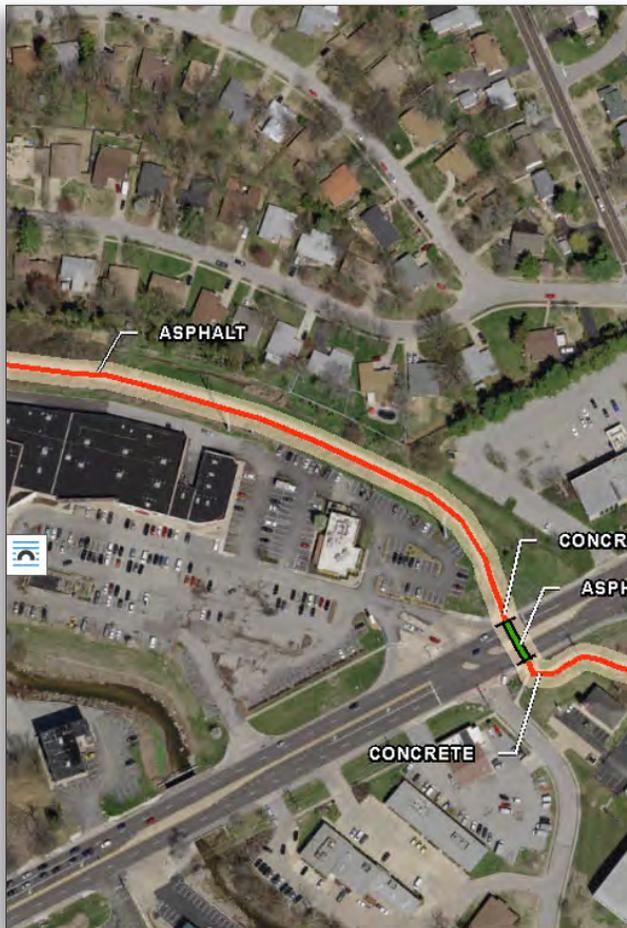
Owner/Client:

Green Rivers Greenway
 Mark Vogl
 PM – Planning
 3745 Foundry Way
 St. Louis, MO 63110
 Ph | 314.932.4912
mvogl@grgstl.org

Key Personnel:

Jeremy Linley, PE, CFM

Civil Design, Inc. was contracted to provide professional GIS consulting services. The project scope includes updates to GRG’s existing GIS database, a GIS analysis of the regional greenway network and local impacts, the production of GIS-based maps, and the incorporation of GIS into selected GRG procedures and reports.





RELEVANT EXPERIENCE AND QUALIFICATIONS

PRIME AE's Kentucky operations are headquartered in Lexington, Kentucky. It should be noted that prior to being acquired by PRIME AE, Integrated Engineering was established over 20 years ago in Lexington. A key to the company's growth and success was working on projects for LFUCG's Divisions of Engineering and Water Quality including sidewalks on Armstrong Mill, Tates Creek, Loudon Avenue, and major sanitary trunk sewer improvements within the Wolf Run, Cane Run, and West Hickman Sewersheds. Our locally based staff has always appreciated LFUCG's confidence in choosing us as a design consultant, and we look forward to continuing our working relationship for years to come.

PRIME AE is prequalified with the Kentucky Transportation Cabinet (KYTC) in Traffic Data Collection. Our team members assigned to this project will be working out of our Lexington office that is within a ten minute drive of the project site.

PRIME AE has a tremendous amount of experience performing counts throughout the state with our Miovision cameras. We have performed bike and pedestrian counts for local governments, KYTC, and private developers for standalone projects, Highway Safety Improvement Projects (HSIP), traffic impact studies, multi-use trail projects, and for corridor timing projects. All these counts have been handled by Brett Malloy, PE, PTOE and Kyle Fisher. Both have gone through all the necessary training and know the equipment inside and out. Some of our most recent project examples have been highlighted in the previous section of the proposal. Our cameras are stored in our Lexington office and will be deployed to handle the counts for this project. Because of our proximity to the project site, we will be able to easily keep an eye on the equipment while it is deployed.

OUR TEAM: All Located in our Lexington Office

Steve Garland, PE, LSIT will serve as Principal in Charge. Steve has more than 24 years of experience working with LFUCG. Steve will ensure the project runs smoothly, provide QA/QC on all the deliverables, and make sure all LFUCG standards are adhered to.

Katie Beard, PE will serve as Project Manager and primary point of contact for the project. Before joining PRIME AE, Katie worked for the City of Frankfort as their Public Works Director/City Engineer. She understands how projects run on the city level, has a tremendous amount of project management experience, and has experience managing a similar TIGER Grant for the City of Frankfort.

Brett Malloy, PE, PTOE and **Kyle Fisher** will handle all the field and technical work. This includes setting up the Miovision cameras in strategic locations, taking down the cameras, processing the counts, and assisting with the development of the reports.

Jeremy Linley, PE, CFM will work with Brett and Kyle to develop the reports once the counts are collected and processed. His background in report writing and GIS will be a tremendous asset to the team.

Resumes for each of our team members can be found on the resumes on pages 2 to 6.



PRIME AE's Lexington, Kentucky Office

Project Approach AND METHODOLOGY

Communication and coordination will be especially critical to the success of this project, and this will be the priority from the outset. A kickoff meeting will be scheduled initially so that introductions can be made, contact information can be exchanged, and the scope and timeline can be clearly defined. Scope and timeline will be further discussed so we can outline any dates LFUCG would like to potentially avoid or any dates you'd like to make sure we capture.

The scope of the work has been well defined in this RFP. Following the meeting, we will follow the timeline provided and select the dates the equipment will be deployed and the counts will be collected in April. Katie will communicate with LFUCG the month and week prior to selected dates to make sure they still work. Kyle and Brett will set up the Miovision cameras in the selected locations and then bring them back to the office for processing once complete. They will analyze and summarize the data that is collected. This process will be repeated each in May, June, August, and September. After the counts are processed for September, Brett and Kyle will work with Jeremy to create the reports summarizing what was found. We will submit a draft early for this first submittal so that we can be sure that the formatting and layout are exactly the way you want them to be. Brett, Kyle, and Jeremy all have extensive backgrounds with GIS. We can keep the reports extremely simple or we can create additional formats in GIS or as a story map. The same process will be followed in 2026 and 2027. We will then submit the final draft report and make sure we leave plenty of time for comments and feedback so that any potential changes can be made. We have plenty of capacity and it will not be any problem at all to meet the schedule as outlined. We are also local and run a nimble operation. Our schedule can be altered if something comes up on LFUCG's end that requires changes.

Thank you very much for your consideration. We would really appreciate the opportunity to work with LFUCG on this project.



LFUCG PEDESTRIAN/BICYCLE TRAFFIC STUDY PRODUCTION HOURS				
TASK	UNIT	TIME (HR)	WORK HOURS	COST
DATA COLLECTION				
Traffic Count Collection (Travel Time)	30	0.5	15	2,000
Traffic Count Collection (Camera Assembly)	312	0.5	156	18,000
Traffic Count Processing (Miovision)	1134	1134		28,500
Subtotal				48,500
REPORT				
Report Exhibits	4	4	16	2,500
Data Analysis And Summary	5	4	20	3,000
Report Compilation	1	60	60	8,400
Subtotal				13,900
MEETINGS				
Meetings	6	4	24	7,000
			291	69,400

TIMELINE	KICKOFF MEETING: 2024 OR EARLY 2025
	COLLECT COUNTS: APRIL, MAY, JUNE, AUGUST, SEPTEMBER 2025
	SUBMIT DRAFT ANNUAL REPORT: SEPTEMBER 2025
	SUBMIT FINAL ANNUAL REPORT: OCTOBER 2025
	COLLECT COUNTS: APRIL, MAY, JUNE, AUGUST, SEPTEMBER 2026
	SUBMIT DRAFT ANNUAL REPORT: SEPTEMBER 2026
	SUBMIT FINAL ANNUAL REPORT: OCTOBER 2026
	COLLECT COUNTS: APRIL, MAY, JUNE, AUGUST, SEPTEMBER 2027
	SUBMIT DRAFT ANNUAL REPORT: SEPTEMBER 2027
	SUBMIT FINAL ANNUAL REPORT: OCTOBER 2027
	SUBMIT FULL CONTRACT REPORT: OCTOBER 2027

DBE PARTICIPATION PLAN

The DBE program is very special to our team. Graduating from the DBE designation for PRIME AE was a wonderful sense of accomplishment and pride. Now it is our turn to return the favor. Exposure to clients and working on different project types is imperative to building a firm and continuing to grow. These experiences can propel DBE firms from the sub-consultant role to having the ability and knowledge to lead or prime a project. The PRIME AE team is excited to have Civil Design, Inc. (CDI) on our team as a DBE partner. CDI will be a tremendous help on putting together the annual and final reports. We have been able to work with them and mentor them on other projects and look forward to working with them again and helping them gain exposure with LFUCG.

Why PRIME AE?

- + **Local Knowledge/Strong Local Presence:** Our Kentucky operations have been headquartered in Lexington since 2003. We have worked on many projects in Lexington for LFUCG throughout the years and are extremely familiar with the LFUCG staff, standards, and processes. Having the project manager and core team within Lexington will be a huge benefit to LFUCG.
- + **Vast Experience Collecting and Processing Bike and Pedestrian Counts:** We have all the equipment necessary to collect the bike and pedestrian counts that are laid out in the RFP. We have performed similar counts for municipalities, private developers, and for KYTC throughout the state.
- + **Project Manager with Local Government and TIGER Grant Experience:** Understanding how the project will run from the local government perspective and having TIGER Grant management experience will allow Katie to keep the project running smoothly for LFUCG.



ADDENDUM #1

RFP Number: #36-2024

Date: May 13, 2024

Subject: Bike and Pedestrian User Counts

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

Scope of Work:

The scope of work includes:

- a) Deployment of appropriate counting equipment and technology to accurately capture bike and pedestrian traffic at designated counting locations at the following, and referenced in Exhibit C:

Intersections:

1. Manchester & Thompson Rd
2. Newtown Pike & West Main St
3. South Broadway & West Vine St
4. South Limestone & East Vine St
5. East Main St & East Vine St & Midland Ave
6. Shropshire Ave & Third St

Mid-Block Trail Counts

7. TBT on Manchester between Oliver Lewis Way & Manchester Music Hall Entry
8. TBC on Vine St between Upper and Limestone
9. TBC on Vine St between Quality and Rose St
10. TBC on Midland between Shropshire and Lewis St

- b) Collection of data over a specified period to capture variations in user activity across different times of the day and week matching the pre-install count days and times. Reference Exhibit B for counting days and times.



- 1. Data collection at intersections to include counts for southbound, westbound, northbound, and eastbound to reflect turning movements and through traffic counts for bike and pedestrian activity.
 - 2. Data collection at mid-block trail locations to include directional counts for bike and pedestrian activity
- c) Analysis of collected data to provide insights into usage patterns, peak hours, and other relevant metrics matching the pre-install assessment methodology. Analysis must produce a quarterly average for road bike activity, trail bike activity, combined (road, trail, & crosswalk) bike activity, and pedestrian activity. Analysis should also determine annual average bikers and pedestrians per hour for the entire corridor.
- d) Preparation of a report on an annual basis summarizing the findings and an exhibit following the structure of the pre-construction submitted report to FHWA for bike and pedestrian reporting, Exhibit A.

Exhibit B updated and Exhibit C added per this addendum



Todd Slatin, 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 submittal.

COMPANY NAME: PRIME AE Group, Inc.

ADDRESS: 651 Perimeter Drive, Suite 300, Lexington, KY 40517

SIGNATURE OF BIDDER:  _____



TIGER Grant Measurements

Town Branch Commons Corridor

updated **EXHIBIT B**

Bike/Ped Counts			2018							2025							2026							2027																		
			Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Mill & Vine	Newtown & Main	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis			
April																																										
	Wednesday	4pm-7pm	18*	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	21*	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	22*	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
May																																										
	Thursday	4pm-7pm	10	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	12	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	13	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
June																																										
	Thursday	4pm-7pm	7*	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	9	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	10	x	x					x	x					x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
August																																										
	Thursday	4pm-7pm	23			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	25			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	26			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
September																																										
	Friday	4pm-7pm	14			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	15			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	16			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Friday	4pm-7pm	28			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Saturday	11am-2pm	29			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
	Sunday	11am-2pm	30			x	x	x	x	x						x	x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x

The red-outlined timeframes constitute the scope of this RFP. The 2018 counts serve as the template for subsequent years' count dates.
Updated per Addendum #1

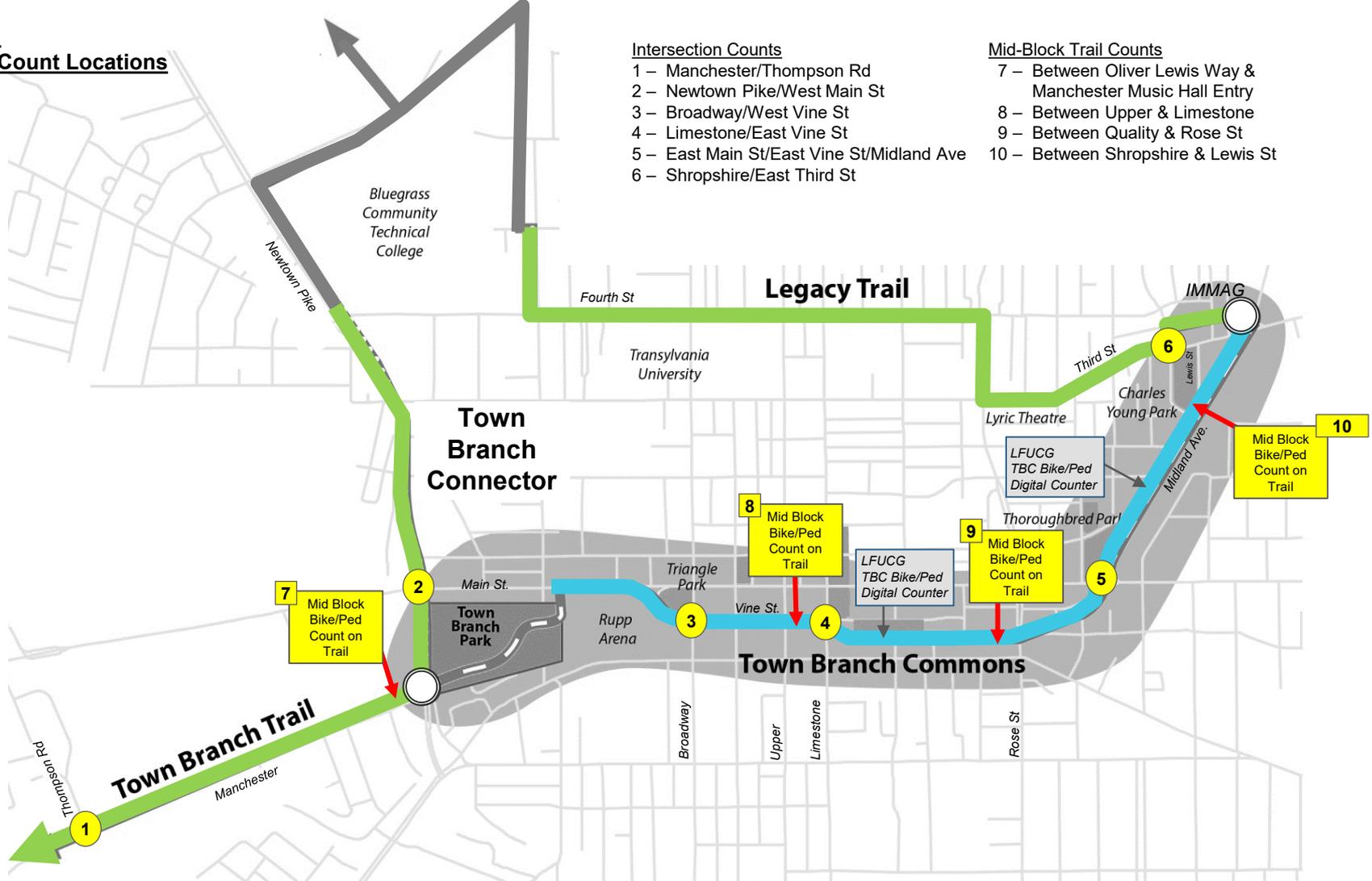
Exhibit C:
Bike/Ped Count Locations

Intersection Counts

- 1 – Manchester/Thompson Rd
- 2 – Newtown Pike/West Main St
- 3 – Broadway/West Vine St
- 4 – Limestone/East Vine St
- 5 – East Main St/East Vine St/Midland Ave
- 6 – Shropshire/East Third St

Mid-Block Trail Counts

- 7 – Between Oliver Lewis Way & Manchester Music Hall Entry
- 8 – Between Upper & Limestone
- 9 – Between Quality & Rose St
- 10 – Between Shropshire & Lewis St



AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

May 15, 2024

Date

AFFIDAVIT

Comes the Affiant, PRIME AE Group, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Kumar Buvanendaran, PE and he/she is the individual submitting the proposal or is the authorized representative of PRIME AE Group, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was subscribed, sworn to and acknowledged before me

by LISA CUNNINGHAM on this the 13TH day

of MAY, 2024

My Commission expires: NOVEMBER 21, 2027


NOTARY PUBLIC, STATE AT LARGE
BALTIMORE CITY
MARYLAND

LISA LYNNE CUNNINGHAM
Notary Public - State of Maryland
Baltimore City County
My Commission Expires Nov 21, 2027

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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

PRIME AE Group, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Prime AE Group

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	31	10	18			1	2									11	20
Professionals	235	129	55	1	1	10	3	1		14	7			2	3	167	68
Superintendents																	
Supervisors	67	32	16	1		4	2			4	2			1		42	20
Foremen																	
Technicians	109	89	7	1	1	10					1					100	9
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	437	260	96	13	1	25	7	1		18	10			3	3	320	117

Prepared by: Jay Secrist HR Manager Date: 05 / 15 / 2024
 (Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: PRIME AE Group, Inc.

Complete Address: 651 Perimeter Drive, Ste 300 Lexington, KY 40517
Street City Zip

Contact Name: Steve Garland Title: Principal in Charge

Telephone Number: 859-977-9629 Fax Number: N/A

Email address: sgarland@primeeng.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-orv.org	513-487-6537
Kentucky MWBE Certification Pro	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 36-2024

The MWDBE and/or veteran 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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Civil Design, Inc. 9400 Bunsen Pkwy Suite 150 Louisville, KY 40220 Ph: 502.242.9059 vlarose@civildesigninc.com	WBE	Report Writing and GIS Services	TBD	10%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

PRIME AE GROUP, Inc.
Company
05/20/2024
Date


Company Representative
Founder and Executive Chairman
Title



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

January 25, 2024

Vicki LaRose, President
CIVIL DESIGN, INC.
9400 Bunsen Parkway, Suite 150
Louisville, KY 40220

Subject: Annual DBE Certification Review - 2023

Dear Ms. LaRose:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork.

We have received most of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, CIVIL DESIGN, INC. continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

I will follow-up with you in April 2024 to inquire about your 2023 Federal Business Tax Information.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date each year, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

A handwritten signature in blue ink that reads "Megan Tillman".

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7020 3160 0001 7734 9396



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 36-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	N/A	N/A	N/A	N/A	N/A
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

PRIME AE GROUP, Inc.
Company
05/20/2024
Date


Company Representative
Founder and Executive Chairman
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 36-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name PRIME AE Group, Inc.	Contact Person Steve Garland, PE, LSIT
Address/Phone/Email 651 Perimeter Drive, Suite 300, Lexington, KY 40517 Ph: 859.977.9629 sgarland@primeeng.com	Bid Package / Bid Date RFP #36-2024 / May 20, 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

PRIME AE GROUP, Inc.
 Company

05/20/2024
 Date


 Company Representative

Founder and Executive Chairman
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 36-2024

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract # Bike and Pedestrian User Counts / #36-2024	Work Period/ From: _____ To: _____
Company Name: PRIME AE Group, Inc.	Address: 651 Perimeter Drive, Suite 300 Lexington, KY 40517
Federal Tax ID: 26-0546656	Contact Person: Steve Garland, PE, LSIT

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

PRIME AE GROUP, Inc.

Company

05/20/2024

Date

Company Representative

Founder and Executive Chairman

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 36-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Procurement Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

PRIME AE Group, Inc.
Company
May 15, 2024
Date


Company Representative
Founder and Executive Chariman
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 and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

May 15, 2024

Date

