

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 23, 2017, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Banks Engineering, Inc.** with offices located at **1211 Jessamine Station Rd. Nicholasville, KY 40356** (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for **Southland Area Stormwater Project** as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #37-2016 (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, structural, mechanical, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support necessary to successfully meet the Supplemental Environmental Project (SEP) obligation (Appendix K-2) to fund flood improvement projects by deadlines of the **CONSENT DECREE**. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #37-2016 (Including Appendices and Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.

4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #37-2016).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #37-2016, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #37-2016, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5)

business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall

be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1. **Methods of Payment for Services of CONSULTANT.**
 - 5.1.1. **For Basic Services**

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The CONSULTANT shall familiarize itself with and shall at all times comply with the CONSENT DECREE and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.**
- 6.3.2. In performing the services hereunder, the CONSULTANT and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of OWNER in any manner whatsoever. Except as otherwise provided in this Agreement, the CONSULTANT shall be acting as an independent contractor. The CONSULTANT shall not hold itself out as, nor claim to be, an officer or employee of OWNER by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of OWNER. The CONSULTANT shall be solely responsible for any claims for wages or compensation by CONSULTANT'S employees, agents and representatives, including consultants, and shall save and hold OWNER harmless therefrom.**
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.**

6.4. Successors and Assigns

- 6.4.1. CONSULTANT binds itself and its partners, successors, assigns and legal representatives to this Agreement. CONSULTANT shall not assign any interest in this Agreement without prior written consent of OWNER. OWNER'S consent**

shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

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

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including

but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #37-2016



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #37-2016 Engineering Services for Southland Area Storm Drainage Project-Wolf Run Watershed**

to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 9, 2016**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFQ #37-2016 Engineering Services for Southland Area Storm Drainage Project-Wolf Run Watershed

If mailed, the envelope must be addressed to:

Brian Marcum – Buyer Senior
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

*****A pre-submittal meeting will be held on November 4, 2016 at 10:00 am, 125 Lisle Industrial Avenue, 1st Floor Conference Room, Lexington, Kentucky.*****

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance

and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Qualifications to perform the project 20 points
2. Ability and expertise of the firm's professional personnel 20 points
3. Familiarity with the details of the project. 20 points
4. Past record of performance 10 points
5. Current workload and projected project commitments of the firm 15 points
6. Expertise of the firm's proposed project manager 10 points
7. Degree of local employment to be provided by the Consultant. 5 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFQ shall be addressed to:

Brian Marcum, Buyer Senior
Division of Central Purchasing
brianm@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2016.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

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 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) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses (VOSB).
- 4) **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.**

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 Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated 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 and operated 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 Central Purchasing 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 Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certifiedMWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. 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 Central Purchasing
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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to

construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	859-257-7668
	Shire Hawkins	smack@uky.edu	
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@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)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFQ/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **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.				
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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 Central Purchasing 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.					
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.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFQ/Quote Reference # _____

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	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

(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.

Company

Company Representative

Date

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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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

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.

Company _____ **Company Representative**

Date _____ **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFQ/Quote # _____

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.

_____ 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.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ 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.

_____ 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

_____ 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.

_____ 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.

_____ 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.

_____ 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

_____ 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.

Company

Company Representative

Date

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 RFQ may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFQ. 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 RFQ to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFQ:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

conditions and specifications;

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

B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

- 16. Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.**
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.**

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, [REDACTED] between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and _____ (name & address) _____ (CONSULTANT). OWNER intends to proceed with the RFQ for as described in the attached Exhibit A, RFP# 37-2016. The services are hereinafter referred to as the PROJECT.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

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

1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "[REDACTED] 37-2016" (including Appendices ___ and Addendums ___), and attached Exhibit C the "Proposal of Professional Services and Related Matters" (the CONSULTANT's response to [REDACTED] # 37-2016)."

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

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and

decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Items as agreed to by Owner & Consultant

5.1.2. For Extra Work

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants,**

agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that

CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

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

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit

Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as

defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5. RENEWALS

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

6.9.6. VERIFICATION OF COVERAGE

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

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

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

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B**, and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2012.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF PROFESSIONAL SERVICES
AND RELATED MATTERS
RFP#37-2016**

RFP# 37-2016
Scope of Services
Request for Proposals (RFP) and Hourly Rates for
Professional Engineering Services
Southland Area Storm Drainage Project
Wolf Run Watershed

The Lexington-Fayette Urban County Government maintains a historical list of prioritized locations where chronic overland flooding reportedly occurs in areas tributary to the Beacon Hill and Furlong Drive area, Specific locations of concern are illustrated in Figure 1.

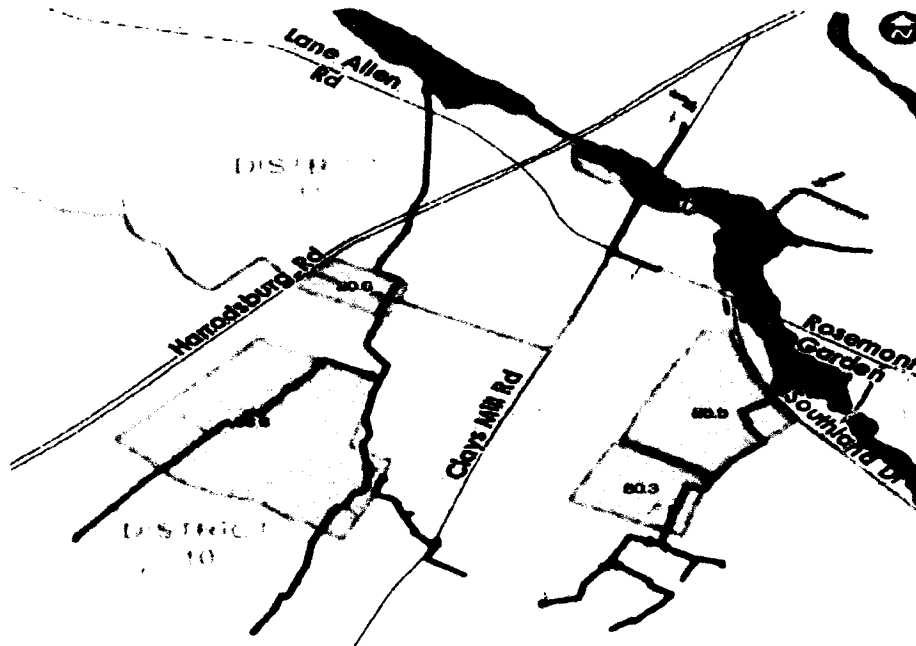


Figure 1

This project was undertaken in connection with the settlement of an enforcement action under the Clean Water Act, United States et al, v. Lexington-Fayette Urban County Government, brought on behalf of the U.S. Environmental Protection Agency. This project is a Supplemental Environmental Project ("SEP") to be funded by LFUCG as part of the Consent Decree entered on January 3, 2011 styled United States & Commonwealth of Kentucky v. Lexington-Fayette Urban County Government, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "Consent Decree").

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring:

1. Extensive public engagement documenting the severity and extent of structural home flooding from overland flow of water and street flooding (defined as 6-inches of more water in a driving lane OR the crown of the road is not visible);
2. Development of hydrologic and hydraulic models for identified areas of flooding to verify flooding,

3. Development of preliminary and final designs for stormwater improvements to mitigate the flooding impacts in the project area as shown on Exhibit 1; and
4. Execution of bidding and construction services necessary to construct designed improvements.

Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
 - Clearly specify the project(s) being requested.
2. Firm Qualifications (two pages maximum)
 - Provide an executive summary explaining why the firm should be selected to provide services for the Southland Storm Drainage Project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the all tasks associated with the Southland Storm Drainage Project.
3. Project Team (six pages maximum)
 - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. Firm Reference Projects (two pages maximum)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)

- Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).
 8. Statement of Hourly Rates (one page maximum)
 - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a unit price for additional stakeholder/ property owner meetings. Provide a statement of expected reimbursable expenses.

A. General Project Description

The goals of the LFUCG are:

1. Evaluate, identify, and document the extent of flooding [defined as surface water entering the footprint of a structure through a door or other opening (seepage, infiltration through walls and floors are not flooding) and/or 6-inches or more water in a driving lane or the crown of the street covered (from the 25-yr, 24-hr storm event or less)], through additional community outreach and file review. The intent of the community outreach is to make contact with each property owner in the project area to determine what conditions exist.
2. Validation of reported flooding by documenting locations requiring field level inspection to verify that hydraulic constraints are evident and are not a result of poor maintenance (lack of hydraulic pipe capacity versus simple pipe obstruction due to debris).
3. Develop predictive hydrologic and hydraulic models that reflect observed field conditions.
4. Develop proposed solution options to any verified flooding (as defined above) and produce preliminary design solutions for mitigation of flooding through stormwater infrastructure improvements. These solutions may include, but should not be limited to: 1) The removal of residential structures verified to be flooding in the design storm event, 2) Maximizing the available capacity of the stormwater piping system through repair or replacement projects and the addition of surface inlets, and 3) Creation of storage volume areas to reduce stormwater flows to maximum system capacity for the design storm event.
5. Coordinate design efforts with other sections within the Division of Water Quality, including, but not limited to, Private Inflow and Infiltration Elimination, Remedial Measures Program, Capacity Assurance Program, and other departments and divisions within LFUCG.
6. Schedule, conduct, and document stakeholder and project team meetings.
7. Provide project administration assistance, including, but not limited to, model verification of designs, design services, and construction administration assistance as outlined in Section C, Part II.

The work is anticipated to be performed under multiple Task Orders issued by the LFUCG. Task Orders subsequent to the first shall be negotiated and executed prior to beginning work. Fees for work on subsequent Task Orders shall be based upon the hourly rates submitted. Submittals shall include estimates of fees for the work items outlined in the fee proposal.

The Consultant, with these goals in mind, shall perform the professional services hereinafter stated which include customary civil, geotechnical, and sanitary engineering services, hydrologic/hydraulic modeling, and surveying, as related to the design of stormwater improvements in the areas specified in Task Orders issued under this scope.

B. Scope of Services- Task Order 1

Part I

1. Review of all existing data and reports including, but not limited to;
 - a. Previous reports in the study area on file and provided by LFUCG, including associated surveys and modeling information,
 - b. Effective FEMA Flood Insurance Study and any Letter of Map Change documents,
 - c. LFUCG shall provide GIS data of mapped infrastructure in ESRI format, CONSULTANT shall execute the appropriate license agreement with LFUCG Division of Computer Services,
 - d. Any previous questionnaires on file or drainage/flooding calls reported through LFUCG LexCall (311) system and provided by LFUCG,
 - e. Prior engineering designs or studies completed for new developments or other public improvements in the area within the past 15 years and on file with the LFUCG,
 - f. The Private Inflow and Infiltration Elimination (PIIE) section will provide a list of addresses with sump pumps connected to the sanitary sewer. LFUCG will determine which areas in this group to include in the project.
2. Preparation of a Technical Memorandum (TM) to be updated monthly and prior to invoicing including, but not limited to the following;
 - a. TM will logically identify all specific tasks and procedures necessary to meet the minimum requirements outlined in this Scope of Services by activity and area. These tasks may result from one or more meetings with LFUCG employees or an approved committee comprised of LFUCG employees and other interested parties. The Consultant shall coordinate and preside over these meetings, developing agenda and preparing minutes.
 - b. TM shall include a visual timeline that includes the tasks or procedures showing the relative start and completion dates for each with critical dates and milestones noted on the timeline including any task interaction and dependency. Monthly TM updates shall clearly demonstrate and document project progress, milestones completed, and tasks that are ahead of or behind schedule.
3. Conduct investigation of the project area to determine existing conditions by:
 - a. Contacting each property owner or residence in the project area (approximately 5,200 parcels) by one or more of the following methods;
 - i. Written Questionnaire (approved by LFUCG)
 - ii. Telephone interview
 - iii. Face to Face interview
 - b. Project area will be divided into several small sub-areas by mutual agreement between LFUCG and the CONSULTANT (with LFUCG approval)
 - c. CONSULTANT shall maintain all files and documents of interviews and provide copies (paper and electronic) to LFUCG. LFUCG to pre-approve telephone and face to face interview questions before proceeding.

- d. CONSULTANT may create and maintain a web based system of allowing residents to respond to written communication in lieu of US Mail. Web based system shall be capable of collating data and producing suitable reports.
 - e. CONSULTANT shall field verify any reports of flooding (as defined above), taking photographs, measurements, or other data necessary to corroborate the reports.
 - f. All suspected and/or observed broken, clogged, or otherwise non-functioning infrastructure shall be reported to LFUCG on the Stormwater Investigation Request form presented in Exhibit 2, which will be submitted to LFUCG for further action under a separate agreement.
4. CONSULTANT shall compile, analyze, and process all interview data and provide summary tables and maps of the results.
5. The Private Inflow and Infiltration Elimination (PIIE) section will be providing / updating a list of addresses with sump pumps currently connected to the sanitary sewer. It is LFUCG's desire to redirect these sump pumps to the storm sewer system. LFUCG will coordinate with the CONSULTANT all data related to potential sump pump redirects so that those redirects can be included as a component of selected stormwater drainage solutions.

Part II – Preliminary Project Solution Analysis [To be completed only after verification of structural and/or street flooding for the selected event and LFUCG approval of analysis area(s)].

- 1. Conduct field surveying in the design area including, but not limited to;
 - a. Provide notification to property owners regarding survey and access,
 - b. Verification and quality check of any survey data provided by LFUCG,
 - c. Location and elevation features of all existing stormwater drainage infrastructure, any discrepancy between survey information (location, size, material, etc.) and GIS data shall be documented and reported on the Mapping Discrepancy Form (Exhibit 3).
 - d. CONSULTANT shall mark, photograph, and collect survey information (x, y, z coordinates) of high water marks, debris lines, and other indicators of high water after rainfall events as directed by LFUCG (assume 4 times). High water data shall be collected within 48 hours of the end of a rain event.
 - e. Provide LFUCG a survey drawing and electronic submittal of survey information.
- 2. Conduct hydrologic / hydraulic (H&H) modeling, including calibration, verification and/or modification of any existing modeling provided by LFUCG, to be used for justification and design purposes and shall include analysis of the 25- year, 24-hour frequency storm event at a minimum. The Consultant shall;
 - a. Complete all Hydrologic and Hydraulic (H&H) work using the latest version of a SWMM based software. LFUCG shall not be charged directly for purchasing, maintaining, or upgrading this software.
 - b. H & H parameters shall be those listed in the current version of the LFUCG Stormwater Manual.
 - c. LFUCG has a raster Digital Elevation Model (DEM) with the following attributes:
 - i. The DEM is a processed raster
 - ii. Cell size is 5 ft. (approximately 1.5m)
 - iii. Sinks are not filled
 - iv. Hydro features are flattened
 - v. The DEM is a 32-bit, floating point, AIG format raster
 The DEM was generated from LiDAR data collected by the Kentucky Division of Water in 2010.

- LFUCG can make this data available to the selected CONSULTANT.
- d. Model calibration shall make every effort to include documented and verified past history, such as witness reporting and pictures from a documented storm event.
 - e. CONSULTANT shall identify location(s) in the project area for one precipitation gage. Precipitation gages shall be tipping bucket type and capable of recording precipitation on a 5 minute interval. LFUCG may, upon request, make available to the CONSULTANT 2 stream level loggers (Solinst Model 3001). LFUCG shall provide an allowance of \$25,000 for material, installation, maintenance, and monitoring of the gages. Stream gages shall be capable of measuring and recording stream stage. Any gages purchased for this project shall become LFUCG property upon completion. Gaging plan shall be submitted to LFUCG for review and approval prior to implementation.
 - f. All H & H modeling shall evaluate the existing (current) and proposed hydraulic characteristics at the following locations;
 - i. Norfolk Southern railroad culvert near 299 Southland Dr.
 - ii. The culvert at Southland Dr. and Rosemont Garden
 - iii. Clays Mill Rd. culvert
 - iv. Harrodsburg Rd. culvert
 - v. Beacon Hill Rd. culvert
 - g. LFUCG may have historic precipitation data for the project area collected as part of the sanitary sewer assessment program. Any such data may be made available to the selected CONSULTANT.
 - h. The calibrated existing conditions model shall be used to verify street flooding, all properties previously identified as receiving structural flooding and to identify any others where the calculated water surface for the 25-year, 24-hour event is within one-half foot (0.5 ft.) of the lowest adjacent grade or lowest floor.
 - i. H & H modeling shall be used to determine the most efficient use of the existing system capacity and to evaluate design replacement or upgrades for failing pipes that could improve system capacity. Stormwater storage areas shall be designed to utilize the downstream capacity and to prevent structural flooding of homes and streets from system overflows for the 25- year, 24 hour storm event. Modeling shall be capable of analyzing the following conditions, at a minimum; pipe flow, inlet capacity (to be analyzed by rainfall intensity), inlet bypass flow, storage, system surcharging, and open channel flow. Detailed reporting of peak flooding elevations and extents shall be provided for the storms modeled and shall include analysis of overflow and blocked system scenarios as well [for infrastructure so identified in Part I, 3 (f)].
 - j. H & H modeling shall be performed for all identified subwatersheds to a point identified in 3(j) of this section.
 - k. CONSULTANT shall be responsible for maintaining the model and incorporating proposed designs into the model to verify the potential impacts of the design on flooding in the project area for the duration of this project.
 - l. All model files shall also be provided in electronic format at the time of final deliverables.
3. Provide a recommended design solution for proposed stormwater improvements including;
- a. Detailed evaluations for at least two (2) potential solutions presented with preliminary opinions of total project costs.
 - b. The Private Inflow and Infiltration Elimination (PIIE) section will provide a list of addresses with sump pumps connected to the sanitary sewer. CONSULTANT shall coordinate design

with this information to provide suitable connection points for the sump pump redirect locations identified by LFUCG.

- c. Considerations for coordinating recommended design solutions with other LFUCG projects planned for the watershed.
- d. Preliminary list of permits required,
- e. For all properties meeting the flooding criteria above and/or recommended for purchase and demolition, the property owner must verify the conditions represented by the model results.
- f. Identify and list all parcels impacted by the potential project construction and type of impact (i.e. temporary easement, permanent easement, acquisition, etc.). Include copies of recorded plats.
- g. Create an outline of the benefits, mitigating factors, utility conflicts and any other unique challenges anticipated for each project,
- h. As part of the solution development, the consultant shall consider opportunities for the inclusion of post construction water quality Best Management Practices (BMP's) to be installed during construction of the project (Review the Wolf Run Watershed Management Plan completed by the Division of Environmental Services).
(<http://www.lexingtonky.gov/index.aspx?page=2695>). This consideration shall be provided in the form of a communication (letter or email) to the LFUCG Division of Water Quality (DWQ) MS4 Permit Coordinator and LFUCG Project Manager prior to the earliest design submittal and shall name the project and describe any potential BMP's for evaluation. Priority locations for potential post-construction BMPs shall be on lands owned by the LFUCG and consideration of future maintenance obligations shall be made.
- i. CONSULTANT shall identify and list potential "traffic calming"/BMP opportunities which may be associated with the proposed design solutions. Traffic calming/BMP shall be limited to roads with a classification of "Local". All proposed "traffic calming" locations shall be submitted to the Division of Traffic Engineering for approval.
- j. CONSULTANT shall provide assistance in locating potential funding sources for construction, including but not limited to FEMA, HUD, and Kentucky Infrastructure Authority. CONSULTANT shall provide a list of potential sources and a summary of application procedures.
- k. All H & H modeling shall evaluate the existing (current) and proposed hydraulic characteristics at the following locations;
 - i. Norfolk Southern railroad culvert near 299 Southland Dr.
 - ii. The culvert at Southland Dr. and Rosemont Garden
 - iii. Clays Mill Rd. culvert
 - iv. Harrodsburg Rd. culvert
 - v. Beacon Hill Rd. culvertAlternates shall be evaluated to have no increase over current conditions of flow rate, flow velocity, or stage at each location listed or other locations of interest identified through modeling.
- l. Deliverables shall be provided as two (2) hard copies and one (1) electronic copy as outlined below.

Parts I and II Deliverable Summary

The following shall be bound into a Final Engineering Report

1. Technical Memorandum- provide monthly update,

2. Project Area Investigation- all written questionnaires and other interview responses, any electronic databases. All photographs, measurements, maps, and data pertinent to structure or street flooding and Stormwater Investigation Forms,
3. Field surveying- existing conditions maps,
4. H&H modeling- listing of all parameters used and assumptions made, precipitation and stream gage information collected, calibration methods, maps showing modeled systems (with material, size, etc.), areas of inundation, model runs (input and output files),
5. All items outlined in Part II 3.
6. All items shall be delivered in hard copy (3 ring binder) and electronic format.

Meetings

Conduct and Schedule Meetings including location arrangements and invitations, provide exhibits, maps, drawings, and other materials as required. Prepare and Distribute Meeting Minutes, which may include but are not limited to the following:

1. Kick-off meeting to address project scope and task list,
2. Monthly progress meetings with LFUCG,
3. Review results of survey and modeling, and preliminary design alternatives,
4. Stakeholder meeting(s) with affected property owners, elected officials, and others. (assume 3 meetings for Task Order 1 – two meetings for fact finding and one meeting to present alternatives)

END TASK ORDER 1

C. Scope of Services- Task Order 2

Part I – Final Project Design (To be completed only after stakeholder meeting, acceptance of selected alternate and execution of Task Order 2.).

1. Conduct field surveying in the design area including, but not limited to;
 - a. Location and elevation features of all existing stormwater drainage infrastructure, any discrepancy between survey information (location, size, material, etc.) and GIS data shall be documented and reported on the Mapping Discrepancy Form (Exhibit 3).
 - b. Location and elevation of physical features in the design area needed for Hydrologic and Hydraulic (H&H) analysis including; streets, lowest adjacent ground and lowest floors of potential flooding structures, storage area volumes, outlet controls, and overtopping elevations, and other structures in the immediate vicinity of public drainage infrastructure which could be effecting drainage patterns or system integrity (fencing, trees, outbuildings, etc.), primary and accessory structure footprints, and all overhead and underground utilities
 - c. Significant landscaping or trees having diameter ≥ 12 inches (with diameter and species identified)
 - d. Provide LFUCG a survey drawing and electronic submittal of survey information.
 - e. Conduct sufficient Deed Research for the identification of all property boundaries, easements, and property information for all identified and immediately adjacent properties.
2. For the recommended solution accepted by LFUCG for implementation as a construction project, the Consultant shall provide the following design services:
 - a. Provide Easement and Right of Way Descriptions and documents necessary for acquisition and conduct negotiations with property owners. Easement and Right of Way acquisition will follow this general process:

- i. LFUCG will supply the Consultant with a blank Easement Summary Excel file (Attachment 1).
 - ii. Consultant shall populate all fields except any Compensation fields. Compensation fields will be populated by LFUCG.
 - iii. Consultant shall complete Offers to Purchase and Memoranda of Understanding (forms to be provided) per the Easement Summary form and mail to the property owner(s) via certified mail.
 - iv. Consultant shall prepare a maximum of three (3) Offers to Purchase and Memoranda of Understanding, until either the Memoranda of Understanding are signed or an impasse in negotiations is reached. If negotiations reach an impasse, Consultant shall notify the LFUCG Project Manager immediately.
 - v. Consultant shall keep and maintain all files and correspondence.
- b. Confirm design hydraulics that the system will convey the 25- year, 24-hour frequency storm event and mitigate flooding previously described, including an analysis of anticipated conditions at the locations identified in Part II (3)(j). Also, run the 10- and 100- year, 24-hour frequency storm events to determine the extent of potential flooding damage and the feasibility of mitigation measures. Detailed reporting of peak flooding elevations and extents shall be provided for the design storms and shall include analysis of overflow and blocked system scenarios as well.
 - c. As part of the project design, the consultant shall consider opportunities for the inclusion of water quality Best Management Practices (BMP's) as identified in the alternate evaluation to be installed during construction of the project. This consideration shall be provided in the form of a communication (letter or email) to the LFUCG Division of Water Quality (DWQ) MS4 Permit Coordinator, Division of Environmental Services, and LFUCG Project Manager prior to the earliest design submittal and shall name the project and describe any potential BMP's for evaluation. Proposed manufactured post construction BMPs shall be reviewed with the LFUCG Project Manager and Sewer Line Maintenance Superintendent prior to inclusion in the final design.
 - d. CONSULTANT shall identify and list "traffic calming"/BMP opportunities which may be associated with the proposed design solutions. Traffic calming/BMP shall be limited to roads with a classification of "Local". All proposed "traffic calming" locations shall be submitted to the Divisions of Traffic Engineering and Streets & Roads for approval.
 - e. Provide detailed design plans (of standard scale and sheet size) for construction, or other site-specific specifications for rehabilitation requirements or procedures, including required elements to develop an Erosion and Sediment Control Plan or Stormwater Pollution Prevention (SWPP) Plan.
 - f. Provide rock soundings in unpaved areas at fifty (50) foot intervals along the selected alignment shown in the Preliminary Engineering Report. The Consultant shall prepare and submit a sounding plan for approval before beginning work. LFUCG shall determine the final number of soundings to be conducted. Soundings shall be extended to refusal or 15 ft. below ground surface. The Consultant shall provide a unit price for soundings based on the above criteria.
 - g. Coordinate design with Utility Companies through conflict resolution.
 - h. Coordinate with other groups/sections within DWQ, including, but not limited to, Private Inflow and Infiltration (PIIE) and Remedial Measures Program (RMP) to coordinate efforts with those programs.
 - i. Prepare applications for and obtain all local, state, and federal permits, including but not limited to Kentucky Division of Water Stream Construction and Water Quality Certification, Kentucky Division of Water- Sanitary Sewer Construction, US Army Corps of Engineers, and FEMA required for construction of the project, EXCEPT the KYR10 coverage, LFUCG Land Disturbance Permit, and other permits to be obtained by a contractor for execution of the work.

- j. CONSULTANT shall prepare all applications and supporting documents for and obtaining funding for construction, including but not limited to FEMA, HUD, Kentucky Infrastructure Authority, etc., if available and
- k. Provide an opinion of probable construction cost including property acquisition costs.
- l. Prepare Contract Documents in format suitable for bidding and consistent with all DWQ/LFUCG/KYTC standards. LFUCG Standard Drawings shall be utilized to the maximum extent possible. Final Contract Document submittal shall consist of: 5 sets of full-size Plans (22" x 34") + 1 set of half-size Plans (11" x 17") + 5 sets of Specifications (8.5" x 11") + 1 set of digital files of Plans and Specifications ("PDF format").
- m. CONSULTANT shall be responsible for incorporating proposed designs into the model to verify the potential impacts of the design on flooding in the project area for the duration of this project.
- n. CONSULTANT shall incorporate "as-built" information into the model to verify the design intent is achieved.

Part II – Bidding Assistance and Construction Administration- the Consultant shall provide the following Construction Administration services including;

- 1. Bidding: Submit advertisement, bid tabulation, and revised budget to LFUCG. Schedule, prepare agenda, record minutes of the Pre-bid and Pre-construction meetings. Assist the LFUCG Division of Central Purchasing with document distribution and preparation of Addenda. Consultant shall be responsible for all printing charges for contract documents delivered to the OWNER.
- 2. Construction Administration: Review and Process Shop Drawings, Monthly pay requests and progress meeting minutes. Provide support for any outside funding source reimbursement/ payment requests. Coordinate the approval of all contract amendments (change orders). Complete/ coordinate preparation of and submittal of closeout documents (including, but not limited to "as-built drawings, Notices of Termination of any permits), and certifications.

Meetings

Conduct and Schedule Meetings including location arrangements and invitations, provide exhibits, maps, drawings, and other materials as required. Prepare and Distribute Meeting Minutes, which may include but are not limited to the following:

TASK ORDER 1

- 1. Kick-off meeting to address project scope and task list,
- 2. Monthly progress meetings with LFUCG,
- 3. Review results of survey and modeling, and preliminary design alternatives,
- 4. Stakeholder meeting(s) with affected property owners, elected officials, and others. (assume 3 meetings for Task Order 1 – two meetings for fact finding and one meeting to present alternatives)

TASK ORDER 2

- 1. Review recommended design and options analysis,
- 2. Monthly progress meeting with LFUCG,
- 3. Stakeholder meeting(s) with affected property owners, elected officials, and others. (assume 3 meetings for Task Order 2 – three meetings to present alternatives)
- 4. Construction progress meetings
- 5. The duration of all activities defined and listed above shall be specified in each Task Order executed. Extension of the duration will be at the sole discretion of the Division of Water Quality, and requests

for extensions by the Consultant shall be in writing and considered only for additional major activities not included in this document. The following schedule is provided as a basis for task deadlines, beginning after the **Notice to Proceed**, and will remain in effect until a replacement schedule is approved in writing by LFUCG. Calendar days are counted from the date of the Notice to Proceed.

Parts I & II Task Schedule (Task Order 1)	Calendar
Initial Project Review Meeting	5 days
Present survey/ investigation findings	185 days
Present H&H modeling findings	275 days
Present preliminary design and solution analysis to LFUCG.	335 days
Present recommended design and solution analysis to area stakeholders	365 days
Complete and submit Final Report on the recommended design solutions, including all findings and opinion of costs, permitting, acquisition and stakeholder information.	60 days after stakeholder meeting

D. Method of Invoice and Payment

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant’s estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report based on the approved TM format. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task amount prior to acceptance of the final documents related to that Task or 90% of the total project cost prior to final completion.

STOP WORK NOTICE:

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

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

Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

**Exhibit 1: Southland Stormwater Project
Project Area Drainage Basin**

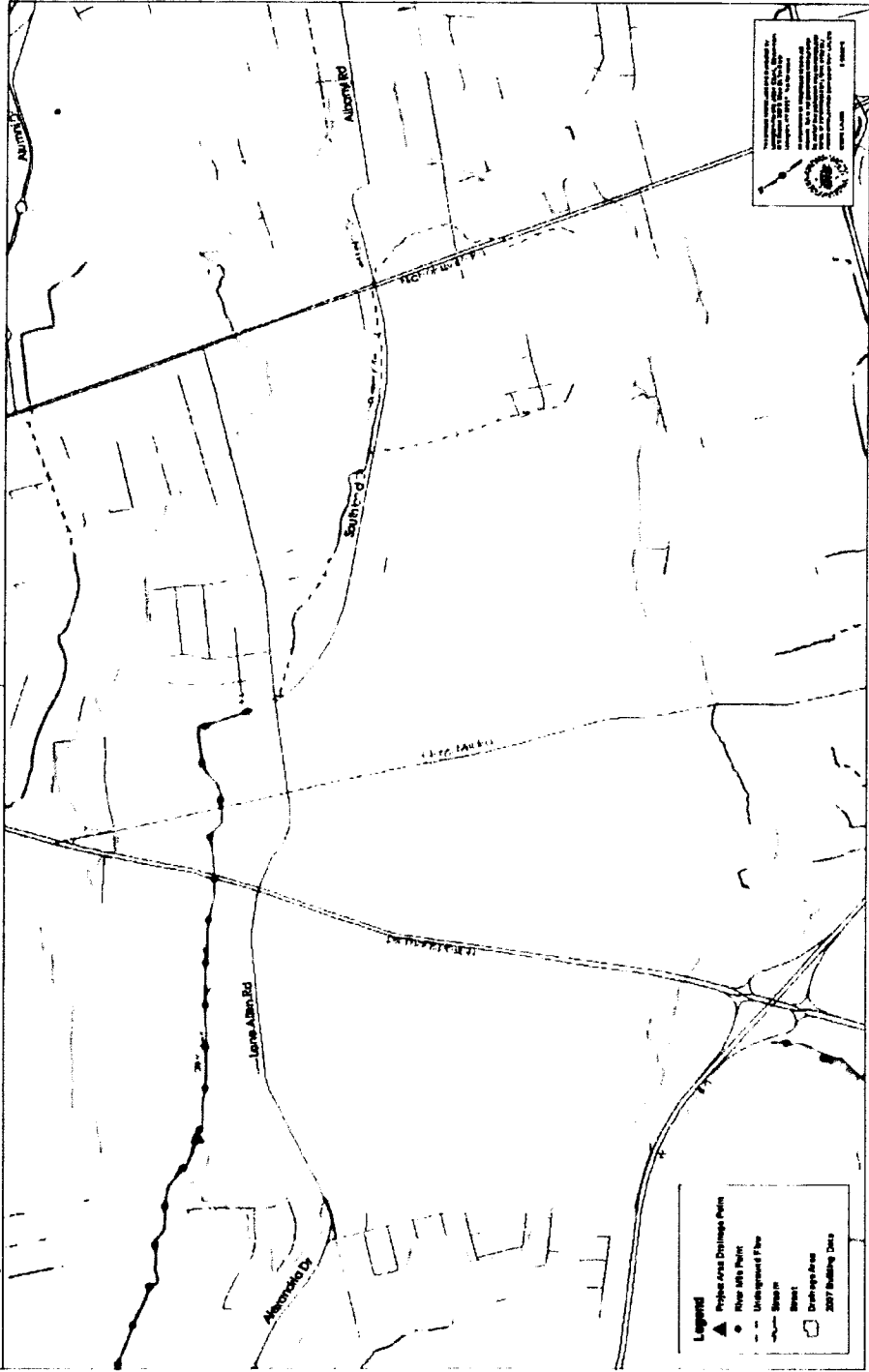




EXHIBIT 2
Storm Sewers
Investigation Request Form

Date Observed: _____
Observer: _____
Sewershed: _____
Address: _____
Location Details: _____

Investigation Type:
Broken structure:
Structure type: _____
Blocked/Clogged Structure:
Blocked/Clogged Pipe:

Affected Structure(s):

Investigation During:
Reconnaissance:
Surveying:
Other (specify): _____

Affected Pipe Segment(s):

Sketch:

Additional Comments: _____

Resolution: _____

Revised on 02/01/2016 by F. Mabson

RFP#37-2016
Engineering Services- Stormwater Analysis and Design
Proposed Fee Schedule

	Task	Description	Fee	Sub/Total
Part I	1	File Review & Technical Memorandum		
	2	Project Area Investigation		
	3	Stakeholder Meetings (Assume 3) Part I - Review and Design Alternatives		
Part II	4	Surveying		
	5	H & H Modeling		
	6	Preliminary Design Alternates		
	7	Stakeholder Meetings (Assume 3)		
	8	Stream/ Precipitation Gage	\$25,000	
		Part II- Design and Construction		
		Part I and II Fee Totals		
	Meetings			
		Stakeholder Meeting with Residents (each additional)		
		Meet with LFUCG (each additional)		

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2017

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

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


PRODUCER Logan Lavelle Hunt of Lexington 121 Prosperous Place Ste 2 Lexington, KY 40509	CONTACT NAME: PHONE (A/C, No, Ext): (859) 255-7282 E-MAIL ADDRESS: companyinquiries@llhex.com FAX (A/C, No): (859) 254-0894																								
INSURED Banks Engineering Inc. 1211 Jessamine Station Rd. Nicholasville, KY 40356	INSURER(S) AFFORDING COVERAGE <table border="0"> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance</td> <td>NAIC #</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>KEMI</td> <td></td> <td>10320</td> </tr> <tr> <td>INSURER C:</td> <td>Arch Insurance Group</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>	INSURER A:	Hartford Fire Insurance	NAIC #	19682	INSURER B:	KEMI		10320	INSURER C:	Arch Insurance Group			INSURER D:				INSURER E:				INSURER F:			
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INSURER C:	Arch Insurance Group																								
INSURER D:																									
INSURER E:																									
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWQ	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		33SBAUR2377	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY		33UECZB7612	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		33SBAUR2377	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod Com Agg \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A	Y/N	370115	07/01/2016	07/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions		PAAEP0020300	12/07/2016	12/07/2017	Per Claim 1,000,000

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

CERTIFICATE HOLDER LFUGC-Division of Water Quality Gregory S Lubeck, PE, CFM 125 Lisle Industrial Ave Suite 180 Lexington, KY 40511	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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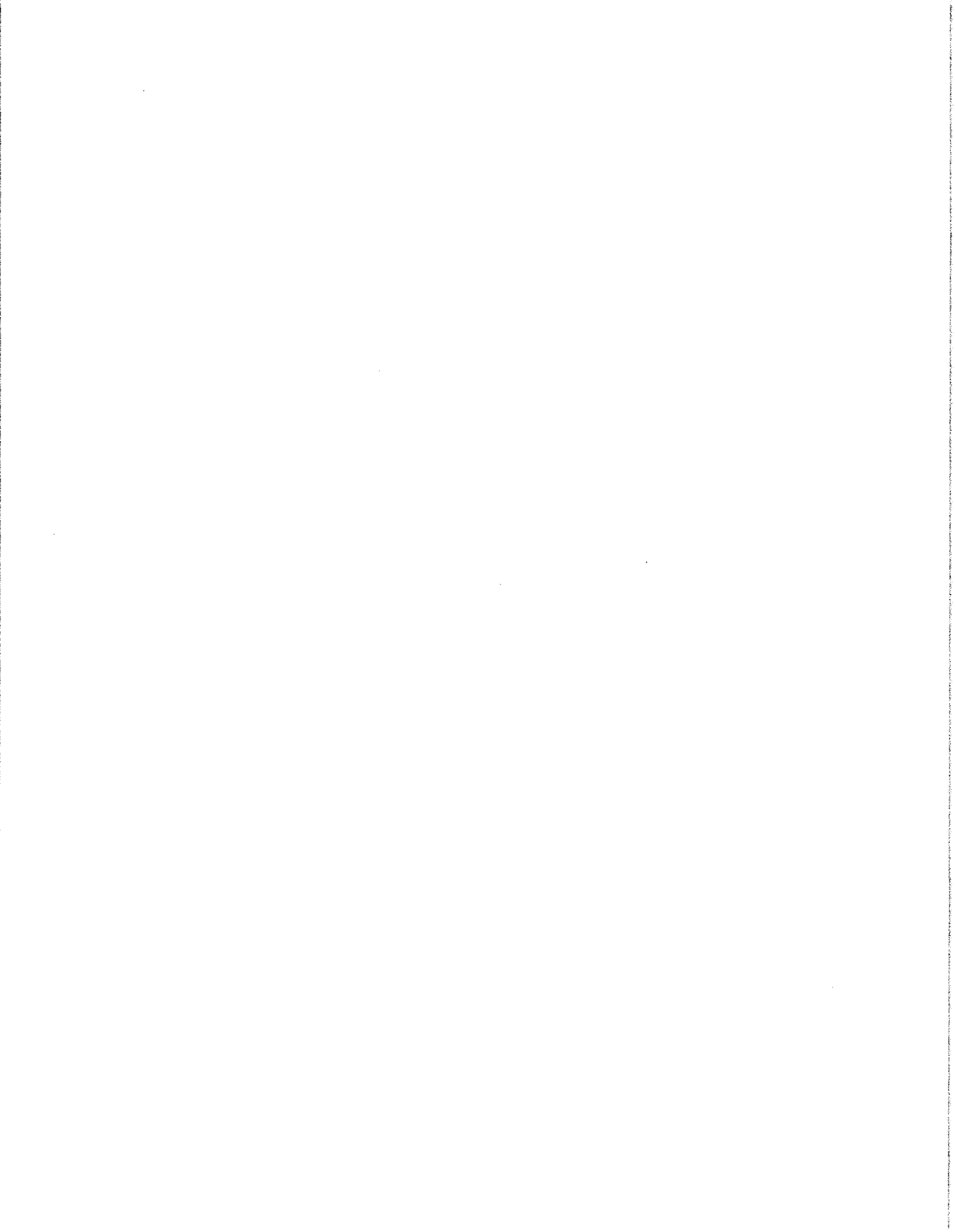
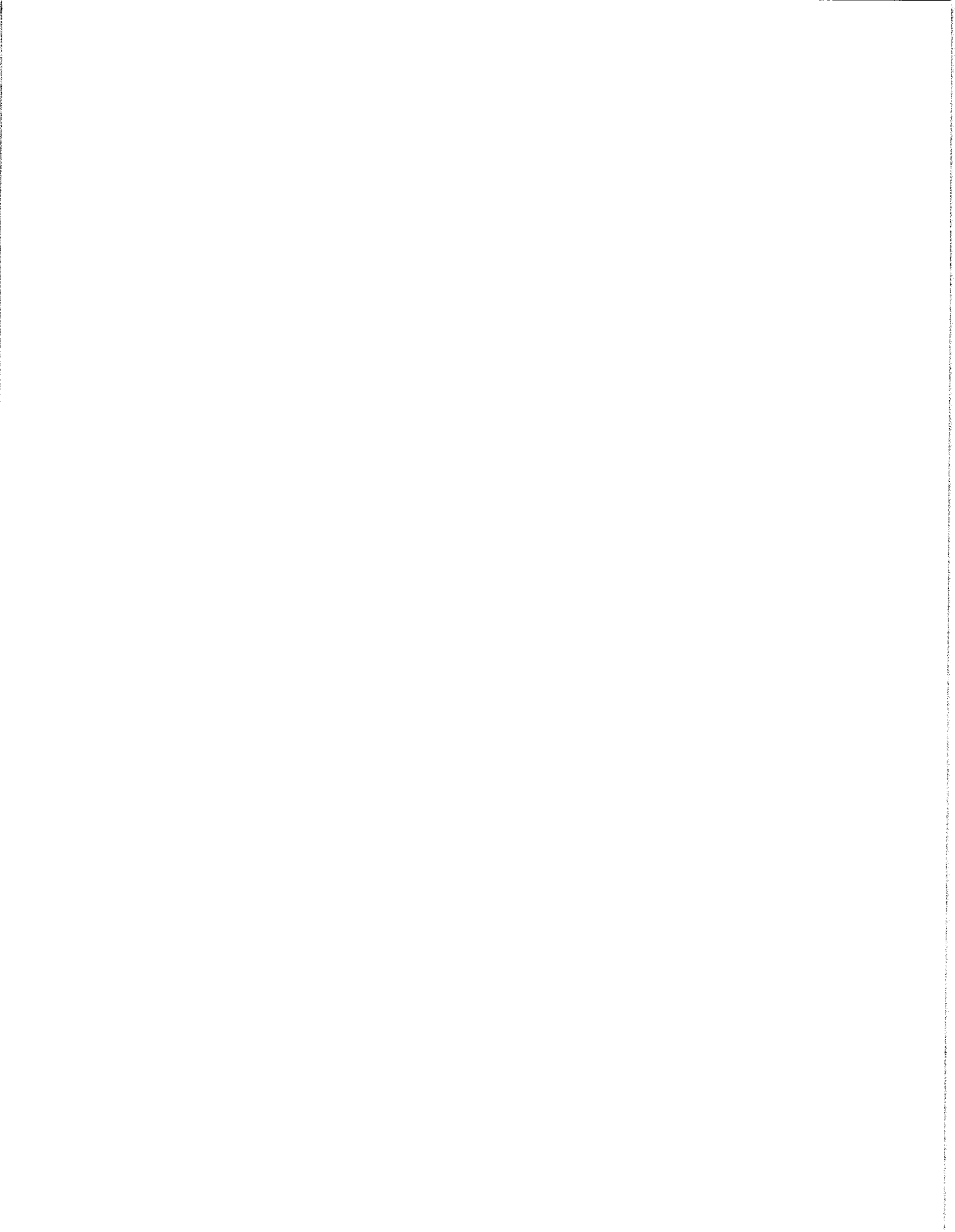


EXHIBIT C

Proposal of Engineering Services

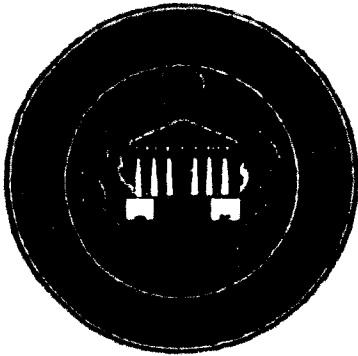
and

Related Matters



STATEMENT OF QUALIFICATIONS FOR ENGINEERING SERVICES - RFQ #37-2016

PREPARED FOR:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



PREPARED BY:



NOVEMBER 11, 2016





November 11, 2016

Mr. Brian Marcum – Buyer Senior
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: RFQ #37-2016 Engineering Services for Southland Area Storm Drainage Project –
Wolf Run Watershed

Mr. Marcum:

Banks Engineering is pleased to submit the enclosed Statement of Qualifications (SOQ) in response to your Request for Qualifications. To facilitate your review, we have formatted the SOQ in accordance with instructions in the RFQ and includes the following information:

- Firm Qualifications, with an executive summary describing our unique qualifications
- Project Team, with an organizational chart and resumes of key team members
- List of Clients and reference project descriptions
- Details related to our team's location and DBE commitments
- Listing of hourly rates and a fee schedule
- Supporting information and required forms

Our team includes *Strand Associates* and *Third Rock Consultants* as part of an integrated *Banks Engineering* design team to complete the public involvement, watershed modeling and assessments, and development of improvement recommendations; and *2020 Land Surveying*, a local veteran-owned business that will complete the field surveys and base plans. All of these firms have the experience and qualifications to provide excellent service to the Urban County Government.

We believe our team is the most qualified to assist the Urban County Government with this project due to our comprehensive public involvement experience, our extensive experience and familiarity in the Wolf Run watershed, our expertise in XP-SWMM modeling and green infrastructure solutions in urban areas, and in-depth understanding of the project issues to be addressed.

Thank you for considering our qualifications. If you have any questions or need additional information, please contact me at (859) 881-0020 or by email at jsteinmetz@banksengineering.net.

Very truly yours,
Banks Engineering, Inc.

A handwritten signature in black ink that reads "John B. Steinmetz".

John B. Steinmetz, P.E.
Senior Engineer

FIRM QUALIFICATIONS

The Banks Engineering Team is comprised of four accomplished and experienced firms that have significant relevant experience for the Urban County Government in general, and within the Wolf Run Watershed. The team was assembled to ensure project success by providing the best qualifications in these critical elements:

- Unparalleled, intimate knowledge of the Wolf Run Watershed and its drainage systems
- Comprehensive public involvement experience in the project area and elsewhere
- Hydrologic and hydraulic modeling experience to assess watersheds and improvement alternatives
- Urban green infrastructure design / construction expertise
- Stormwater BMP expertise
- Context-sensitive design approach that minimizes property impacts
- Unique Section 319 funding and administration expertise

Banks Engineering is a Central Kentucky consulting engineering firm established in 2009 by Jason and Josh Banks, providing surveying and engineering services for a variety of public and private clients. This project will be led by John Steinmetz and Frank Pruitt, who have worked together to provide excellent service to LFUCG and other Central Kentucky communities since 1996. Recent LFUCG projects managed by them include:

- Euclid Avenue Multi-Modal Improvements (current)
- Sanitary Sewer Remedial Measures Plans
- Clays Mill Road Improvements
- Southland Drive Bike Lanes

John and Frank also managed several LFUCG neighborhood drainage projects in the past, including Elkhorn Park Phases 1 and 2, and Liberty Heights Drainage Improvements.

Strand Associates, Inc. is a familiar partner to LFUCG having supported its infrastructure needs continuously since 1968. Their Lexington office offers full multidisciplinary capabilities that include specialization in stormwater, streetscape/trails, roadway, water/wastewater and facilities engineering. They bring familiarity to this project most recently through their highly visible accomplishments with the new HealthFirst Primary Care Clinic, which required extensive outreach with neighborhoods and special interest groups. Their credentials with large-scale stormwater master planning and green infrastructure initiatives makes them an ideal teaming partner in supporting the objectives for this project.

Third Rock Consultants is a certified woman-owned business located just minutes from the project area. It has served LFUCG's Division of Water Quality since it was established in 2000 by Molly Foree Cummins, including the **Wolf Run and Cane Run Watershed Based Plan** and the LFUCG watershed-focused monitoring program. Third Rock's strong background in permitting has been demonstrated on numerous Remedial Measure Plan projects by Gina Morris and Rain Storm.

2020 Land Surveying is a veteran-owned Lexington firm that is assisting Banks with another LFUCG project and has provided

surveying services for the Central Kentucky area since 2000. Norman Drury (PLS 2020), licensed for 30 plus years and independently in business for more than 20 years, and Justin Drury (PLS 3843) lead 2020's efforts.

EXECUTIVE SUMMARY

Qualifications of the firms and professional personnel

The Banks Team consists of firms with excellent experience working with the Urban County Government on water resource projects, as well as experience in the Wolf Run watershed.

John Steinmetz, P.E. will serve as project manager. John has assisted LFUCG with improvement projects related to stormwater, sanitary sewers, and roadways for over 20 years. He managed the initial scoping study and design of the Clays Mill Road Improvements, including an extensive public involvement process, and more recently developed the Sanitary Sewer Remedial Measures Plans. John is currently serving as project manager for the Euclid Avenue multimodal project.

At the recent Clays Mill Road dedication ceremony Councilperson Jennifer Mossotti gave a great deal of credit for the project's success to the dedication and efforts of Banks' project manager.

John has proven repeatedly to the Urban County Government that he can manage large and diverse projects, meeting all budgets and schedules. **His management of the Sanitary Sewer Remedial Measures Project met all EPA Consent Decree deadlines with no change orders.** He has also shown that he can coordinate comprehensive public involvement programs and provide solutions that satisfy affected property owners while accomplishing the primary project objectives.

Familiarity with Wolf Run Watershed brings implicit understanding of keys to successful outcome

The Banks Project Team is unique in that three of its key team members bring recent applicable experience to this watershed-based initiative. This prior experience has demonstrated the importance of facilitated stakeholder relationships in fostering success with project outcomes specifically in this area of the city.



With many active neighborhood associations and advocacy groups for Wolf Run Creek, our approach is designed to embrace the importance of this key project facet. To illustrate this point, outreach with neighborhood associations was a key consideration during John Steinmetz's role as Project Manager for the Clays Mill Road Corridor Improvement project. Similarly, Strand fostered a meaningful working relationship with Friends of Wolf Run through the green infrastructure solutions that were integrated for the HealthFirst Community Health Center project, prompting Ken Cooke's public endorsement for this successful achievement. Finally, Third Rock's efforts with the Wolf Run Watershed Council were instrumental in achieving buy-in for the watershed

plan recommendations that this RFQ has been founded upon. This collective body of work highlights that our Team is up to the challenge of building on this positive momentum going forward.

Team's Regional Master Planning credentials support objectives for holistic watershed-based solutions

Having served communities throughout Kentucky and the Midwest on large-scale stormwater master planning initiatives, Strand brings a comprehensive approach to solutions development. Many of these undertakings have involved integration of watershed-based green infrastructure programs as part of a holistic strategy for SSO / CSO abatement, flooding and in-stream water quality improvement. With notable achievements for the likes of Louisville-Jefferson County MSD, Sanitation District No.1, Metropolitan Sewer District of Greater Cincinnati and Columbus Ohio Public Utilities, they have developed a proven process to identify, evaluate and implement projects ranging from storm sewer separation initiatives to stream restoration, wetlands, and detention basin retro-fits, that respond to community concerns for flood abatement and enhancement to area receiving streams.

Their ability to successfully undertake these projects has been founded on careful development and implementation of CIP plans tailored to each community's needs. Using this strategic mindset in combination with the extensive Wolf Run Watershed framework plan developed by Third Rock, we will outline and develop targeted solutions designed to achieve multiple benefits once completed.

Community outreach approach maximizes understanding of problem identification and recommended improvement options

Relying on our Team's familiarity with Wolf Run stakeholder interests, we propose to employ a tailored outreach approach to build support for recommended improvements. Our strategy involves use of the XPSWMM 2D modeling platform to leverage the graphical interface this tool offers. This allows us to visually communicate extents of documented historical flood events to build confidence in our planning methodologies. Then using this tool in subsequent steps of the process, we are able to advance various recommended solutions for a given level of performance to increase understanding of important CIP considerations such as cost and benefits. Combining this approach in a workshop setting, we will seek to build a level of understanding that is designed to manage expectations for the ultimate outcome with LFUCG's desired implementation approach for watershed improvements.

Proven track record with funding and implementation achievements brings value-added benefits

Through our Team members' services to similar clientele we have directly assisted in the procurement of variety of grants and other funding sources for stormwater-related improvements. Our Team's experience has included assistance with funding awards from the 319 Watershed Fund, FEMA Hazard Mitigation Grant Program, KIA SRF Loan Program, and CDBG program as well as green infrastructure stormwater grants through various programs administered directly by the federal government. Oftentimes, these grant requests and awards are supported by watershed-based plans

that validate the basis of need and intended purpose, such as the Wolf Run Watershed Plan prepared by Third Rock. Our Team's grant assistance efforts have also culminated in successfully completed capital improvement projects including Strand's award winning achievements for multiple projects in SD1's Willow Run Watershed. Using our Team's collective insights, we will help LFUCG plant its best foot forward in pursuing similar grant awards for the Wolf Run Watershed.

Project Methodology Familiarity

Key project elements include public involvement, watershed modeling, green infrastructure flow reduction through infiltration and detention, watershed modeling, and the development of implementable solutions.

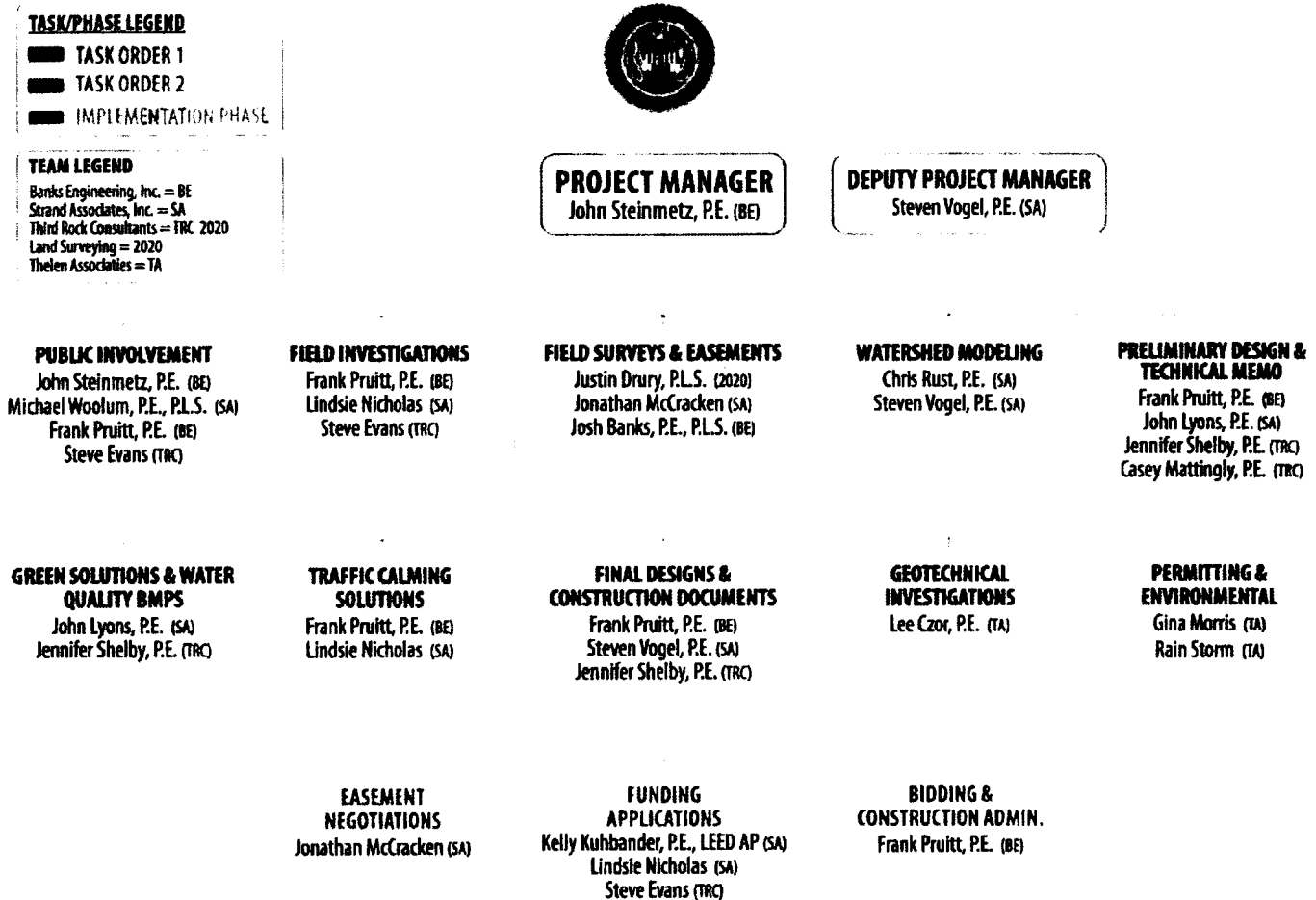
- **Public Involvement** John Steinmetz attended the October 25, 2016 public meeting where Councilperson Bledsoe and Division of Water Quality staff presented the project objectives to local residents, and heard many of their concerns related to flooding and traffic. This project will include significant public involvement through the design and construction phases and it will be important to properly document problem areas and develop appropriate solutions that minimize impacts.
- **Watershed Modeling** – Strand brings specialized skillsets to watershed modeling including recent experience with Wolf Run along Southland Drive. Their prior efforts will be expanded to evaluate other areas of concern while incorporating recent improvements in the watershed that may offer additional opportunities for retro-fit and flow optimization benefits.
- **Green Infrastructure** – Third Rock identified green infrastructure opportunities and collaborated with Friends of Wolf Run and local stakeholders to identify 29 locations for water quality BMPs within the project areas through a series of public meetings and technical workshops as part of the watershed plan.
- **Implementable Solutions** – Much of the existing drainage system is outside of public rights-of-way and often is located under buildings. A successful solution set would likely include:
 - Optimizing detention to reduce flood flows and mitigate increased drainage capacity
 - Flow reduction through green infrastructure
 - Limited property purchases to acquire homes that cannot be cost-effectively protected from flooding
 - Providing supplementary (or replacement) drainage systems that is more accessible and easier to maintain, to the extent practicable

Current workload and project commitments – Banks Engineering's key personnel have a combined available capacity of approximately 50% dedicated to the time necessary to complete this project within the time frame noted in the RFQ. The current Euclid Avenue project has a completion date of 2019, leaving ample time to provide expeditious service on the Southland Area Drainage Project.

PROJECT TEAM

Organizational Chart

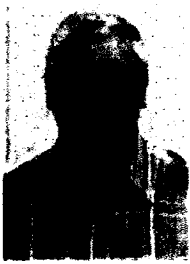
The following graphic illustrates the proposed staffing for the Southland Area Storm Drainage Project. Each of these personnel have excellent qualifications for their role in the project, and has confirmed that their current and anticipated workload will



Risk Management Plan

The Banks Engineering Team will operate as a truly integrated team, with the individuals operating as an extension of Banks Engineering's staff. This approach was successfully used by our Project Manager on two significant LFUCG projects – the recent Sanitary Sewer Remedial Measures Plan and the current Euclid Avenue / Avenue of Champions Streetscape Improvements. With this approach the team has redundancy in all critical areas, including project management.

Steven Vogel, as Deputy Project Manager, will be involved in each significant task in the project and can serve as a surrogate project manager, if necessary. Frank Pruitt, as Senior Engineer and Task Leader, is also a proven project manager for LFUCG and will be poised to provide project leadership, if needed for some unlikely circumstances. All significant elements of the project, including field surveys, watershed modeling, public involvement, green infrastructure designs, etc. have redundancy within the team and between the firms. The Southland Area Storm Drainage Project is an extremely high priority for the Banks Team and our commitment will ensure its success for the Urban County Government.

**John Steinmetz, P.E.**

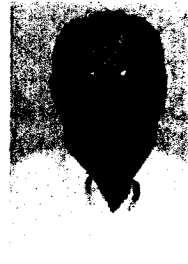
PROJECT MANAGER

EducationB.S. Civil Engineering
Univ. of Kentucky, 1982**Field of Expertise**

Mr. Steinmetz has 34 years of relevant experience in a variety of infrastructure projects for LFUCG and other municipal clients. He has successfully managed some of the largest and high-profile projects in recent Lexington history including the Sanitary Sewer Remedial Measures Plans and the Clays Mill Road Improvements. Both of these projects, along with many others, included comprehensive public involvement efforts. Mr. Steinmetz also managed numerous neighborhood drainage improvement projects in Lexington, Nashville, and other communities and has served as City Engineer for several medium-sized cities in the region. These experiences provide a unique toolbox of sensitive solutions to provide assistance to local residents and businesses.

Relevant Project Experience

- **Elkhorn Park Drainage Improvements – LFUCG**
Project manager for major drainage system improvements to alleviate residential flooding in north Lexington.
- **Clays Mill Road Improvements – LFUCG**
Project Manager for the reconstruction of the urban minor arterial, including extensive public involvement to develop a design that addresses congestion and safety issues while maintaining the character of the corridor.
- **Lakewood Stormwater Improvements – Nashville, TN**
Project Manager for over 10,000 linear feet of drainage systems in a residential and commercial neighborhood
- **SSSA Reports and Remedial Measures Plans – LFUCG**
Project Manager for assessment reports and master plans for three separate groups of watersheds. The Remedial Measures Plans included master planning and conceptual designs for improvements necessary to eliminate all recurring sanitary sewer overflows in the system. Initial estimates for the improvements totaled \$591 million.
- **Goetz Road Drainage Improvements – Owensboro, KY**
Master planning, preliminary design, modeling, and final designs to eliminate residential flooding.
- **Liberty Heights Drainage Improvements – LFUCG**
Project Manager for drainage improvements to address residential flooding in an east Lexington neighborhood.
- **Stormwater Master Plans – Nicholasville, Danville, and Owensboro, KY and Reading, OH**
Project Manager for solutions to residential flooding.

**Frank Pruitt, P.E.**

TASK LEADER

EducationB.S. Civil Engineering
Univ. of Kentucky, 1998**Field of Expertise**

Mr. Pruitt has 18 years of experience and is very familiar with the project area, having grown up and attended schools in the watershed. He has a variety of stormwater management and transportation experience with infrastructure projects for LFUCG, and has proven his commitment to the success of Urban County Government projects. Mr. Pruitt is well versed in conducting public meetings and coordinating with property owners. Relevant experience includes serving as project manager or project engineer on the following projects:

Relevant Project Experience

- **Elkhorn Park Drainage Improvements – LFUCG**
Project Engineer and construction administration for upgrades to the existing drainage systems in two adjoining neighborhoods. Construction involved approximately 2,000 feet of storm sewer, 3 box culverts, channel improvements, and two detention ponds. This project included extensive coordination with property owners and the acquisition of multiple homes for the detention basins.
- **Clays Mill Road Improvements – LFUCG**
Project Engineer / Project Manager for final designs and construction services for approximately 4 miles of 3-lane urban roadways. Mr. Pruitt completed the stormwater management designs including post-construction BMPs. The project involved numerous meetings with an appointed advisory committee and numerous public meetings to present designs of alternates and gather feedback.
- **Liberty Heights Drainage Improvements – LFUCG**
Project Engineer for a rehabilitation of approximately 1,100 feet of storm sewers to address street and property flooding in a residential subdivision.
- **Stormwater and Roadway Designs – Multiple Projects**
Project Engineer or Project Manager for drainage designs on numerous roadway projects in Central Kentucky:
 - Woodland Triangle Intersection – LFUCG
 - Southland Drive Bike Lanes – LFUCG
 - Parkers Mill Road (KY 1968) Widening – LFUCG
 - Mason Headley Road Improvements – LFUCG
 - Cigar Lane Improvements – Kentucky Horse Park
 - Berea Bypass Phases I and II – Berea, KY
 - US 25 Widening – Berea, Kentucky
 - Bratcher Lane Improvements – Berea, KY
 - Menelaus Road Improvements – Berea, KY



Mike Woolum, P.E., P.L.S.
 SENIOR PROJECT ENGINEER

Education

B.S. Civil Engineering
 Univ. of Kentucky, 1983



Field of Expertise

Mr. Woolum is a licensed Professional Engineer and Land Surveyor with over 33 years of experience including planning and design for a range of projects including; roadways; dams; and stormwater management facilities. Mike has also been involved in a number of capital improvements planning initiatives up to \$195 Million in overall project scope.

Relevant Project Experience

- **Woodlawn Creek Watershed Study – City of Newport, KY**
 Project Manager for an intensive study and master plan for the 2,700 acre Woodlawn Creek watershed as part of a high profile public/private partnership between the City of Newport, SD1 and a private commercial developer. The project scope involved update and refinement to SD1s existing XPSWMM model to evaluate various stormwater control alternatives in the watershed. The resulting master plan identified a number offsite projects, including a high hazard dam that were ultimately implemented.
- **Upper South Elkhorn Creek Stormwater Master Plan – NDC**
 Project Manager for a large community infill/redevelopment initiative with an extensive history of downstream flooding issues. The approach included an extensive study of the 2,200 acre Stonewall and Monticello tributaries to S. Elkhorn Creek including detailed inventory and assessments of existing channels, pipe systems and detention basins. The final master plan included 17 capital improvement projects and 7-regional detention basins that removed 14 homes from the existing 100 year floodplain.
- **Meadows, Northland, Arlington Stormwater Master Plan – LFUCG**
 As Project Manager for this neighborhood planning initiative, Mike led development of a comprehensive \$15 Million Capital Improvements Plan for a 510 acre flood prone area tributary to Cane Run Creek. This master plan included detailed modeling and analysis culminating in concept plans for an infrastructure program funded through the CDBG program. The project has been successfully ongoing since 2004 with Strand being responsible for Phase 1 program implementation.
- **Stormwater Master Plan – City of Georgetown, KY**
 As Principal in charge, Mike is guiding Strand's efforts in preparing a Comprehensive Stormwater Master Plan for the City. This study was prompted by needs to document flooding and infrastructure-related needs throughout the community and to help inform capital improvements planning requirements for future funding of the City's stormwater program.



Steven Vogel, P.E.
 DEPUTY PROJECT MANAGER

Education

B.S., Civil Engineering, Univ. of Kentucky, 2005
 M.S., Secondary Education, Univ. of Kentucky, 2011



Field of Expertise

Mr. Vogel has over five years of applied experience, having a strong emphasis in the area of stormwater management. In addition to general civil engineering strengths. His background includes hydrologic and hydraulic modeling, stormwater management systems analysis and design, floodplain analysis and preparation of FEMA CLOMR/LOMR requests and local, state and federal permitting. Steve possesses extensive working knowledge of modelling platforms including XPSWMM, HydroCAD, HEC-RAS, HEC-HMS, DAMBRK and HY8 among others.

Relevant Project Experience

- **Woodlawn Creek Watershed Study – City of Newport, KY**
 Project Engineer for watershed master plan for the 2,700 acre Woodlawn Creek watershed as part of a high profile public/private partnership between the City of Newport and a private commercial developer. Assisted with update and refinement to SD1s existing XPSWMM model to evaluate various stormwater control alternatives in the watershed to mitigate loss of natural valley storage lost to the project.
- **Waterworks Drainage Improvements – City of Newport, KY**
 Project Engineer involved in the study and evaluation of the 45 acre-foot Waterworks Road Regional Detention Basin project. Efforts included assistance with XPSWMM evaluation of the proposed project in relation to the parallel Newport Pavilion Project and assistance with permitting which required HEC-RAS and DAMBRK breach analysis of the downstream area. The completed project also helped mitigate existing flooding for existing downstream homes along the Waterworks Tributary.
- **Valvoline Corporate Headquarters – Verus Partners**
 Lead Engineer and design team manager for planning and design of Valvoline's World Headquarters Campus. The project required early due diligence efforts to evaluate existing drainage conditions to validate a suitable site for the 165,000 SF office building and 1,000 space parking facility required to meet their programmed needs. The H&H analysis included detailed evaluation of a series of existing lakes on the property culminating in a retrofit design of an existing basin area for stormwater management.
- **Bedford Acres Flood Mitigation Study – Bourbon County**
 Design Engineer for planning and analysis of alternatives to alleviate flooding in an existing neighborhood area. Using HydroCAD, developed alternatives for a FEMA Hazard Mitigation Grant Application for a major storm sewer conveyance improvements initiative estimated at \$3 Million to augment the County's pledged \$1 Million in support of the program.

**John Lyons, P.E.**

SENIOR PROJECT ENGINEER

EducationB.S., Civil Engineering
Univ. of Massachusetts, 1987**Field of Expertise**

Mr. Lyons has over 29 years of experience in the civil/environmental field, as a senior project manager and principal for sustainable infrastructure and stormwater master planning and design. He is nationally recognized by his peers, colleagues, and Environmental Project Agency regulators as an expert in stormwater management. John's experience in developing and implementing cohesive and multi-purpose, large scale stormwater management systems will be a tremendous asset to this project. He is a recognized leader in the use of 'green' infrastructure to reduce CSOs and was recently invited by the White House Council of Environmental Quality and EPA to participate in a White House Conference on Green Infrastructure in September 2012.

Relevant Project Experience

- **Lick Run Watershed Valley Conveyance System – MSDGC**
As the Principal-in-Charge for this project, John led the planning and preliminary engineering efforts to identify and evaluate opportunities in the Lick Run watershed that would provide CSO reduction as well as 100-year stormwater conveyance with economic development and urban renewal. This includes restoring 5,600 linear feet of the historical Lick Run stream, installing 55,000 linear feet of separate storm sewers, modifying bridges, improving roadways, providing green controls for water quantity and quality benefits, and providing redevelopment opportunities.
- **Stormwater Master Planning Program – Northeast Ohio Regional Sewer District** John served as the Project Manager for NEORS's stormwater master plan and green infrastructure design program identifying nearly \$80 million in projects that will remove hundreds of millions of gallons of stormwater runoff from the combined system, capture and treat stormwater runoff, and improve flooding issues. This has led to the design of three Green Ambassador Projects, totaling more than \$10 million; which includes more than 15,000 linear feet of storm sewer and the construction of four large scale bioretention basins and five site scale rain gardens, and the preliminary engineering of ten other green projects.
- **Rapid Run Watershed Evaluation and Preliminary Engineering – MSDGC** John led the planning evaluation for stormwater conveyance along Rapid Run Road. Including the creation of segments of open channel stream, totaling over 2,200 linear feet to safely convey the 100-year storm event and mimic the functionality of a natural stream, areas of sewer separation, enhancement of detention basins for added water quality and quantity benefits. The project utilizes 34 FEMA buyout properties that currently experience flooding problems and 41 non-FEMA properties.

**Chris Rust, P.E.**

DESIGN ENGINEER

EducationM.S., B.S., Civil Engineering
Univ. of Louisville, KY, 2006**Field of Expertise**

Mr. Rust has over 10 years of experience as a civil engineer, specializing in stormwater management planning and design. His stormwater experience has included a blend of project management, stormwater modeling, planning and technical design. Chris has been both a project manager and lead technical engineer on cost-effective and sustainable stormwater management planning projects that have included stormwater modeling of a variety of improvement strategies to improve water quality and to reduce / minimize the impacts of flooding.

Relevant Project Experience

- **Upper Woolper Creek Watershed Analysis – SD1** – Chris served as the project manager and lead modeling engineer for this project. He led the data gathering and review, site investigations, and the development of a SWMM model to evaluate detention basin and culvert retrofit opportunities with the goal of providing improved stormwater management for flood control and water quality improvement within the Upper Woolper Creek watershed. The SWMM model was used to evaluate existing and proposed conditions for a variety of storm events to quantify the anticipated water quality and water quantity benefits.
- **Banklick Creek Watershed-Based Plan – Banklick Watershed Council** – Chris has performed a variety of stormwater modeling efforts to assist in development and justification of stormwater management improvement projects within the Banklick Creek watershed. These modeling efforts include analyzing the impacts of projects such as bank-full wetlands and detention basin retrofits to reduce water quantity and reduce downstream impacts of hydromodification and flooding.
- **Blue Print Columbus Clintonville-Morse/Dominion, Division of Sewerage and Drainage – Columbus, OH** – Chris led the PCSWMM modeling for the Morse/Dominion neighborhood of the Clintonville Area Pilot Project to assess existing and proposed conditions with new stormwater management controls in place. The objective of the overall study is to eliminate SSOs to the Adena Brook through a combination of both gray and green infrastructure stormwater management controls.
- **Allen Fork Watershed and South Fork Gunpowder Watershed Studies – SD1** – Chris served as the project manager and lead modeling engineer for watershed studies within the Allen Fork watershed and the South Fork Gunpowder Creek watershed. He assisted with data gathering in the field, evaluations of existing conditions, and modeling of proposed stormwater management improvement projects throughout the watersheds.

**Lindsie Nicholas, E.I.T.**
PROJECT ENGINEER

Education
B.S. Civil Engineering
Univ. of Dayton, 2012

**Field of Expertise**

Ms. Nicholas is a Project Engineer with four years of experience in planning and design for site development, stormwater, and green infrastructure related interests. Her experience includes feasibility studies, community master planning, stormwater modeling, and stormwater conveyance and treatment infrastructure design for several projects in Lexington, KY and surrounding communities.

Relevant Project Experience

- **HealthFirst Primary Community Health Center – HealthFirst Bluegrass, Inc.** – Lindsie’s role included preliminary analysis of the watershed, hydraulic modeling of pre and post developed conditions, evaluation of the site for the use of Low Impact Development practices, design of four water quality features, site grading, inline stormwater detention system design, and permitting assistance. The HealthFirst site has been hailed by environmental advocacy groups in the area as a leading example for stormwater management in the Wolf Run Watershed.
- **Town Branch Commons (TBC) Feasibility Study – LFUCG**
As Stormwater Concept Engineer, Lindsie took a creative approach to investigating opportunities using available right-of-way for green infrastructure and trail space applications along the buried Town Branch Creek. Her role included an analysis of existing hydrology studies within the project area, a regulatory pathway evaluation, a data needs assessment, and a preliminary green infrastructure opportunities analysis and overall watershed analysis for each of the four key areas of TBC. This included facilitation of stormwater discussions at key coordination meetings with the City and other local and state agencies.
- **Rupp Arena and Convention Center – LFUCG** – Lindsie was the Project Engineer and Stormwater Management Coordinator for this project where her role included integration of Town Branch Commons (TBC) concepts into the redeveloped design for the Rupp District. Key tasks included an analysis of the Town Branch watershed, integration of the TBC overflow stormwater relief channel feature, proposed drainage and grading design for the overflow passage and preparation of schematic design documents.
- **Stormwater Master Plan and MS4 Permit Compliance Assistance – City of Georgetown** – Lindsie is the Project Manager for Georgetown’s stormwater engineering assisting with the community’s stormwater program, MS4 permit, and other related tasks to maintain compliance and assist the City in developing a comprehensive and effective stormwater management program.

**Steve Evans**
ENVIRONMENTAL SCIENTIST

Education
M.A. Education, Georgetown College, 2004
B.S. Biology, Univ. of Kentucky, 2001

**Field of Expertise**

Mr. Evans is an environmental scientist with 15 years of experience who specializes in watershed planning, monitoring, and public outreach. He knows this area intimately, having authored the Wolf Run Watershed Based Plan and has a proven relationship with LFUCG through his work with their Stormwater Program. He has conducted many public meetings with Friends of Wolf Run and is well aquaited with navigating 319(h) funding for water quality projects. He is a current member of Wolf Run Watershed Council.

Relevant Project Experience

- **Wolf Run Watershed Based Plan – LFUCG**
Lead author and project manager for the Wolf Run Watershed Based Plan and the associated technical reports. This project required extensive public involvement including stakeholder surveys, public meetings, cooperative monitoring with Friends of Wolf Run volunteers, and development of a BMP plan for the watershed with public input. Assessed sources of water quality impairment and stream hydrography. Developed a stage-discharge curve for Wolf Run at Faircrest Drive as part of evaluation of relationship between surface and groundwater flow. Worked with stakeholders to develop an implementation plan which included 29 water quality BMPs within the Southland Area Storm Drainage Project area.
- **Stormwater Program Management Team – LFUCG**
To ensure MS4 / Consent Decree compliance, he has led in the development of the following programs and tasks:
 - Watershed assessment for six watersheds
 - Visual stream assessments of stormwater infrastructure
 - Developed watershed-focused monitoring program with volunteer training and sampling coordination
- **Cane Run Watershed Based Planning, Lexington, KY**
Lead author and project manager for the Cane Run Watershed Based Plan. Developed public survey tools to solicit feedback on stakeholder values and vision and stewardship of homeowners, farm owners, and business owners with written questionnaire, online, and face-to-face interview contacts. Substantial public involvement through council meetings, listserv, technical meetings, watershed festivals, and field days.
- **Watershed Based Planning, KY**
In addition to Wolf Run and Cane Run, Steve has authored multiple other watershed plans in Kentucky including Chestnut Creek, Hanging Fork, Clarks Run, and Little River (in progress).



Jennifer Shelby, P.E.
SENIOR PROJECT ENGINEER

Education

M.S. Biological Eng., N. Carolina State Univ., 2002

B.S. Biosys. and Ag. Engr., Univ. of Kentucky, 1998



Field of Expertise

Ms. Shelby is a water resource engineer with 17 years of experience specializing in green infrastructure planning and design and large-scale stream and wetland restorations. She has designed and constructed projects in Kentucky, Tennessee, and North Carolina. She is experienced with utilizing 319(h) funding and other grant sources to implement projects. She has designed over 12 miles of stream in Kentucky.

Relevant Project Experience

- *E.G. Fisher Public Library, Athens, TN*
Designed a 5.3-acre stormwater wetland to effectively treat surface runoff from paved surfaces and flood flows from adjacent Oostanaula Creek through 319(h) funding. Awarded the 2012 TN Governor's Environmental Stewardship Award for Excellence in Natural Heritage. The design incorporates a previous trail, public education kiosks, rain gardens, an outdoor classroom, and amphitheatre. Prepared and coordinated construction inspection, permitting, invasive species management, and volunteer plantings.
- *Little Laurel River Watershed Plan Implementation, London, KY* – Authored watershed based plan for Little Laurel River Watershed. Subsequently awarded three 319(h) grants to implement the plan. She designed and supervised construction of:
 - Levi Jackson State Park Stormwater Wetland - a 1-acre wetland to treat runoff from adjacent roadway and parking lot with boardwalk design and educational signage
 - Whitley Branch Wetland – restored 2,200 linear feet of stream and 25 acres of wetland, with cooperative funding from a Heritage Land Conservation Fund Grant
 - Town Branch Remediation - hydrodynamic separator to treat runoff from waste transfer station and design
- *Wolf Run Watershed Based Plan – LFUCG*
Authored hydrogeomorphic assessment of Wolf Run in the project area to identify areas with stream restoration potential. Evaluated water quality BMP locations in development of the implementation plan
- *Town Branch Distillery District – LFUCG*
Provided services related to BMP planning, evaluating stream restoration opportunities, and assessing feasibility of those opportunities for the Town Branch Distillery District Redevelopment.



Casey Mattingly, P.E.
SENIOR PROJECT ENGINEER

Education

B.S. Biosys. and Ag. Engineering
Univ. of Kentucky, 2004

B.S. Physics, Morehead State Univ., 2005



Field of Expertise

Mr. Mattingly is a water resource engineer with 13 years of experience specializing in natural stream restoration, urban stream restoration, storm water management plans, and green infrastructure designs. Mr. Mattingly has successfully restored streams and wetlands in Kentucky, Ohio, Missouri, Pennsylvania, and Maryland totaling more than 20 miles.

Relevant Project Experience

- *Twin Creek Preserve, Sharonville, OH*
Led and managed design team for more than 5,000 ft of urban stream restoration and approximately 8 acres of wetland restoration. Awarded 2012 Non-Profit Project Excellence Award from the Ohio Stormwater Association and the 2012 Innovation in Floodplain Management Award from the Ohio Floodplain Management Association. Utilized over \$2.2 million in 319(h) grants and state funding.
- *MSD of Greater Cincinnati, Cincinnati, OH*
Led design and construction oversight of 2 miles of stream restoration along the urban Mill Creek corridor. On design team for 500 ft of stream restoration to the urban Muddy Creek. Provided design and evaluation of alternatives for stormwater BMPs and green infrastructure associated with CSO #24.
- *Sanitation District #1, Northern KY*
Part of the design team for multiple stream stabilization projects. Responsibilities included alternatives analyses, technical reviews, design, permitting, cost estimates, plan development, specifications, and construction oversight. Projects included bio-engineering, constructed riffles, flow diversion structures, and riparian zone buffer enhancement.
- *KDFWR FILO Stream Projects, KY*
Engineer for design and construction oversight for multiple projects for the Fee-in-Lieu-Of (FILO) program including:
 - East Fork Little Sandy – over 10,000 ft of rural stream in Lawrence County
 - Whites Creek – over 2 miles of stream in Boyd County
 - Blue Springs – nearly 30,000 ft located within the Lake Barkley State Resort Park and Golf Course
 - Goose Creek – over 16,000 ft of steam with wetland enhancement and restoration

LIST OF CLIENTS FOR SIMILAR WORK

Lexington-Fayette Urban County Government
 Division of Water Quality
 Mr. Charles Martin, P.E., Director
 (859) 425-2455
chmartin@lexingtonky.gov

City of Berea, KY
 Mr. Randy Stone, City Administrator
 (859) 986-8528
rstone@bereaky.gov

City of Owensboro, KY
 Mr. Joseph Schepers, P.E.
 (270) 687-8440
schepersjg@rwra.org

Louisville & Jefferson County MSD
 Mr. Wes Sydnor, P.E.
 (502) 540-6274
wesley.sydnor@louisvillemso.org

Sanitation District No. 1 of Northern Kentucky
 Mr. Jim Gibson, P.E.
 (859) 578-6882
jgibson@sd1.org

City of Columbus, OH
 Jeremy Cawley, P.E.
 (614) 645-5642
jkcawley@columbus.gov

The projects listed below are a partial listing of relevant experience of the Banks Team for the clients listed above as well as other municipal clients.

RELEVANT PROJECT EXAMPLES	KEY TEAM MEMBERS										RELEVANT SERVICES									
	JOHN STEINMETZ	FRANK PRUITT	STEVEN VOGEL	JOHN LYONS	MIKE WOOLLIAM	CHRIS RUST	STEVE EVANS	JENNIFER SHELBY	PUBLIC INVOLVEMENT	SWMM/2D MODELING	GIS MASTER PLANNING	STREAM RESTORATION	SURVEYING / GIS	FLOOD REDUCTION	FLOODPLAIN MAPPING	CIP PLANNING	401/404 FEMA PERMITTING	FUNDING ASSISTANCE		
Elkhorn Park Drainage Improvements – LFUCG	✓	✓							✓			✓	✓	✓	✓	✓	✓			
Goetz Ditch Improvements – Owensboro, KY	✓								✓	✓	✓	✓	✓	✓	✓	✓	✓			
Lakewood Stormwater Improvements – Nashville, TN	✓								✓		✓		✓	✓		✓				
South Cumberland Drainage Improvements - Berea, KY	✓	✓							✓			✓	✓							
Upper Woolper Creek Watershed Analysis – Boone County, KY				✓		✓				✓	✓	✓	✓	✓	✓					
Banklick Creek Watershed Based Plan – Bank. Water. Council				✓	✓	✓			✓		✓	✓	✓	✓		✓		✓		
Meadows, Northland, Arlington Stormwater MP – LFUCG					✓				✓			✓	✓	✓	✓	✓	✓	✓		
Blue Print Columbus Clintonville – City of Columbus, OH			✓	✓	✓	✓			✓	✓	✓		✓	✓		✓				
Stormwater Master Planning Program – NEORS				✓	✓	✓			✓	✓	✓		✓	✓		✓				
Lick Run Watershed Valley Conveyance System – MSDGC				✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Louisville Regional Green - Louisville-Jefferson County MSD				✓	✓	✓			✓		✓		✓	✓		✓				
Woodlawn Creek Watershed Study – City of Newport, KY			✓		✓	✓				✓		✓	✓	✓	✓	✓	✓	✓		
Wolf Run Watershed Based Plan – LFUCG							✓	✓	✓	✓	✓		✓					✓		
E. G. Fisher Library Stormwater Wetland - Athens, TN								✓	✓	✓	✓	✓	✓	✓			✓	✓		
Little Laurel River Watershed Plan – London, KY								✓	✓	✓	✓	✓	✓	✓			✓	✓		
Cane Run Watershed Based Plan – Lexington, KY							✓	✓	✓	✓	✓		✓					✓		

FIRM REFERENCE PROJECTS

ELKHORN PARK DRAINAGE IMPROVEMENTS

CLIENT: Lexington-Fayette Urban County Government
 DATE COMPLETED: 2004 PROJECT COST: \$900,000.

While with another firm, Banks Engineering's senior engineers served as project manager and lead engineer for the design of this project to improve the drainage system capacity while maintaining a stable stream system in the Elkhorn Park and Radcliffe neighborhoods. The main drainage system in this area is a major tributary of Cane Run Creek. Numerous properties in the two subdivisions experienced flooding problems during and after large rainfall events. Services included surveys, extensive public involvement, watershed modeling, design of storm sewers with increased capacity, stream restoration, and two detention basins.



GOETZ DITCH IMPROVEMENT PROJECT

CLIENT: City of Owensboro, KY
 DATE COMPLETED: 2008 PROJECT COST: \$4.2 million

While with another firm, Banks Engineering's Senior Engineer directed the development of this project to improve the drainage system capacity and alleviate flooding in the Goetz Ditch watershed.

The solution consisted of storm sewer upgrades in the urban area of town, channel improvements through the suburbs, and the construction of a large detention basin/wetlands downstream. The detention basin effectively will serve as a large drain that allows the water upstream a place to drain. The wetlands cells in the detention basin will serve to allow some grade drop in the channel upstream and to provide water quality treatment of the storm water before it leaves the city and drains into Panther Creek. Services included:

- Field surveys of the existing storm sewer system
- Development of a detailed SWMM model of the existing system and proposed improvements
- Construction drawings of the proposed storm water improvements in the Goetz Ditch watershed, designed to be constructed in three phases over several years
- Construction administration services

WOLF RUN WATERSHED BASED PLAN

CLIENT: Lexington-Fayette Urban County Government
 DATE COMPLETED: 2013 PROJECT COST: \$110,000.

All available data was compiled and evaluated to characterize the watershed and assess the water quality. Based on data gaps, water quality monitoring was performed for one year with volunteer participation after Third Rock led-training. Pollutant loads were calculated and allocated to sources and impairments were identified based on this monitoring. Stage-discharge curves were developed, hydrogeomorphic assessments were performed, and the aquatic macroinvertebrate community was assessed.

Third Rock worked with LFUCG and Friends of Wolf Run to establish the Wolf Run Watershed Council to prioritize goals, objectives, BMPs, and provide local knowledge of problems and solutions. Quarterly meetings were held over two years and technical subcommittees were organized to identify and prioritize 138 unique BMP opportunities for implementation.



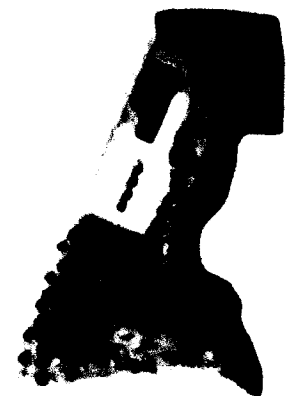
E. G. FISHER LIBRARY STORMWATER WETLAND

CLIENT: City of Athens, TN Department of Public Works
 DATE COMPLETED: 2012 PROJECT COST: \$170,000

To address significant flooding in downtown Athens from Oostanaula Creek and siltation impairments in the stream, a 319(h) grant was utilized to convert an empty field into a stormwater wetland and mosaic of ecosystems. The 5.3-acre stormwater wetland is designed to capture and filter stormwater runoff from the library parking lot and to receive, store, and treat flood waters through a small, low-gradient back channel.

The design incorporates a previous trail, public education kiosks, rain gardens, an outdoor classroom, and pervious amphitheatre. Services provided including survey coordination, H&H analysis (HEC RAS), invasive species management and planting plan, and construction drawings, inspection, and administration

Project received the 2012 TN Governor's Environmental Stewardship Award for Excellence in Natural Heritage.



UPPER WOOLPER CREEK WATERSHED ANALYSIS

CLIENT: Boone County Fiscal Court

DATE COMPLETED: 2016 PROJECT COST: \$40,000

Strand initiated the development of a SWMM model to evaluate detention basin and culvert retrofit opportunities with the goal of providing additional stormwater management for flood control and water quality improvement within the Upper Woolper Creek watershed. The SWMM model was used to evaluate existing and proposed conditions for a variety of storm events ranging from a 3-month to a 100-year event. The watershed analysis included an evaluation of the hydraulic capacity of storm sewers 24-inches in diameter and larger, which resulted in the identification of locations throughout the watershed where hydraulic bottlenecks are occurring. Alternative strategies to culvert replacements were explored, with a heavy focus on low-cost improvements to existing detention basins throughout the watershed.



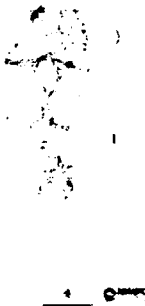
BANKLICK CREEK WATERSHED BASED PLAN DEVELOPMENT AND IMPLEMENTATION

CLIENT: Banklick Watershed Council

DATE COMPLETED: Ongoing

PROJECT COST: \$600,000 federal funds/ \$400,000 local match

Strand helped the Banklick Watershed Council (BWC) obtain a \$1 Million 319(h) EPA Nonpoint source grant with the objective of developing and implementing a watershed based plan for the Banklick Creek Watershed. The watershed plan is intended to track the changes in the watershed, evaluate stream water quality, and provide future direction for implementing controls. As part of the watershed based plan, Strand has completed several stormwater management improvement projects to reduce downstream flooding, hydromodification, and water quality issues. These projects included stormwater modeling and design of detention basin retrofits, bank-full wetlands, and various other green infrastructure strategies. BWC and Strand have been commended by KDOW and US EPA for preparing a comprehensive and meaningful watershed plan that will be used as a model for the rest of the watershed groups in the state.

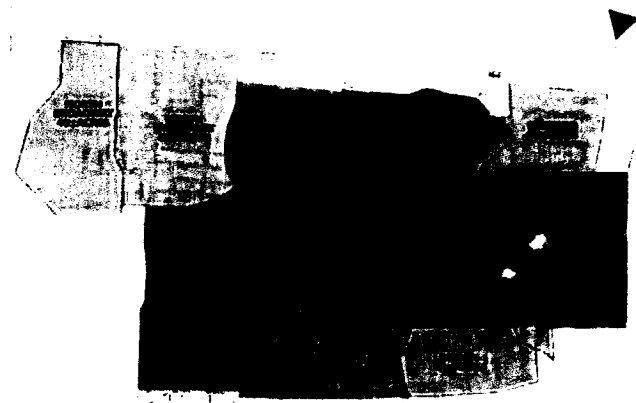


MEADOWS-NORTHLAND-ARLINGTON-NEIGHBORHOOD STORMWATER MASTER PLAN

CLIENT: Lexington-Fayette Urban County Government

DATE COMPLETED: 2004 PROJECT COST: \$15 Million CIP

Neighborhood planning initiative for a 510-acre flood prone area tributary to Cane Run Creek. This master plan included detailed modeling and analysis culminating in concept plans for 3 regional detention basin projects and a comprehensive storm drainage infrastructure program to mitigate flooding and SSO conditions in the area. This project is being funded through the CDBG program and has been successfully ongoing since 2004 with Strand being responsible for Phase 1 program implementation.



BLUEPRINT CLINTONVILLE

CLIENT: City of Columbus, OH

DATE COMPLETED: Ongoing

PROJECT COST: \$5 Million (Design and Construction)

As part of City of Columbus Wet Weather Management Plan, Division of Sewerage and Drainage was granted permission from the Ohio EPA to implement the Blueprint program. This first pilot project, directed toward the Clintonville area, is designed to target the reduction of sanitary sewer and combined sewer overflows. This will be accomplished through the management of stormwater flooding, the lining of all sanitary mainlines and laterals, redirection all downspouts to the street instead of splash out or underground connections, the addition or improvement storm sewers. Most significantly, green infrastructure will be used to treat the additional stormwater being sent to the storm sewers and to meet EPA requirement for Total Maximum Daily Load (TMDL) on the receiving streams. PCSWMM modeling for the Morse/Dominion neighborhood of the Clintonville Area Pilot Project was completed to assess existing and proposed conditions with new stormwater management controls in place. Chris was also involved in the local stormwater modeling guidance meetings to help develop program policy. The objective of the overall study is to eliminate SSOs to the Adena Brook through a combination of both gray and green infrastructure stormwater management controls.

LOCAL OFFICE (Attachment 1)

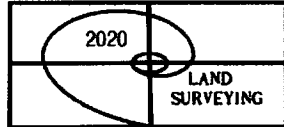
Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Nicholasville, KY	2009	12	8
Local Office	Nicholasville, KY	2009	12	8
PM Location	Nicholasville, KY			
Sub Consultants:				
Strand Associates, Inc. <i>(Public Involvement, Green Solutions, Watershed Modeling, Funding Applications, Preliminary Design, Easement Negotiations)</i>				
Headquarters	Madison, WI	1946	380	0
Local Office	Lexington, KY	1968	16	7
Third Rock Consultants <i>(Public Involvement, Green Solutions, Funding Applications, Preliminary Design, Permitting)</i>				
Headquarters	Lexington, KY	2000	17	9
Local Office	Lexington, KY	2000	17	9
2020 Land Surveying <i>(Surveying)</i>				
Headquarters	Lexington, KY	2000	2	2
Local Office	Lexington, KY	2000	2	2

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

DBE INVOLVEMENT

Banks Engineering is fully committed to meeting or exceeding the DBE goals of the Urban County Government, as proven in past and current projects. For the Southland Area Storm Drainage project, we will work with Third Rock Consultants (a certified woman-owned business) who will participate in numerous project elements. We expect their involvement to significantly exceed the desired 10 percent minimum contribution, although the exact participation will not be known until the final design scope of work is negotiated. We will also contract with 2020 Land Surveying, a veteran-owned business for field surveys and easement descriptions. Their participation is also expected to exceed the desired minimum of 3 percent.

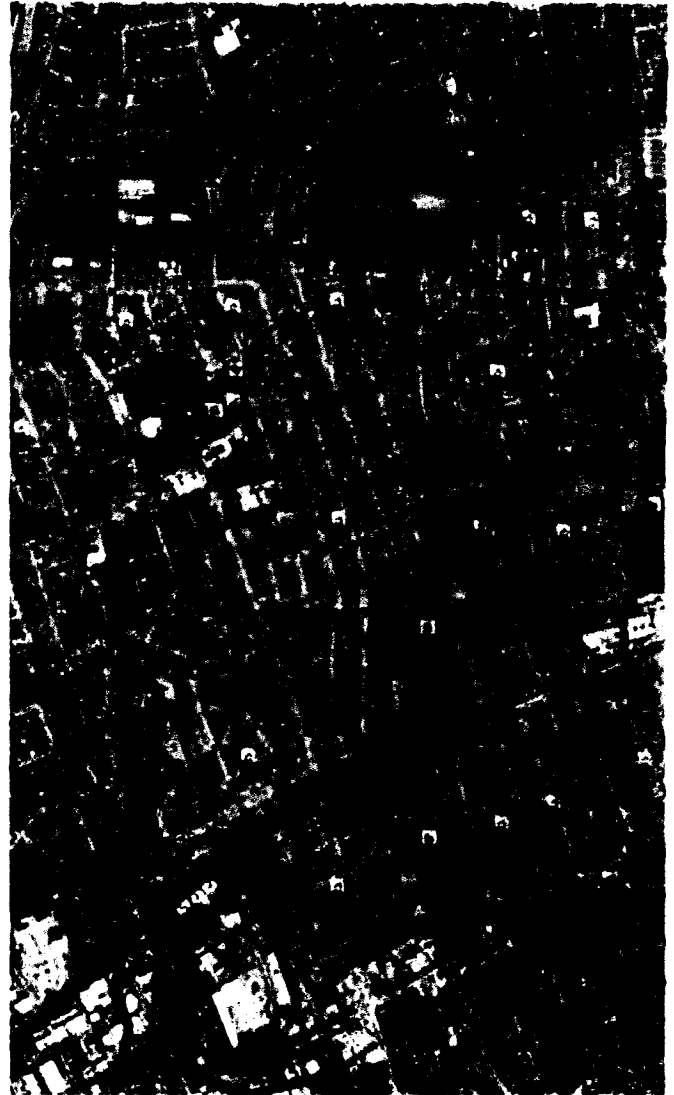


Third Rock's Wolf Run Project Experience Will Guide the Banks Team Strategy for Recommended Improvements

Third Rock has served LFUCG's Division of Water Quality since it was established in 2000 by Molly Force Cummins. Under Steve Evans's guidance, they have facilitated numerous public involvement projects including the Wolf Run and Cane Run Watershed Based Plans, and the LFUCG watershed-focused monitoring program. Staff members, Jennifer Shelby and Casey Mattingly also bring award winning experience to this project for green infrastructure design and urban stream restoration. Third Rock's strong background in permitting has also been demonstrated on numerous Remedial Measure Plan projects by Gina Morris and Rain Storm. Relying on these specialized skillsets, the Banks Team is poised to deliver highly informed solutions to this project.

To illustrate the integrated approach, we intend to follow the graphic to the right and corresponding project list highlight a sampling of recommended improvements outline in the Wolf Run Watershed Plan. Our alternatives evaluation strategy will leverage the knowledge Third Rock brings to enable us to efficiently consider a wide range of potential solutions that target both flooding and water quality impairment issues. This holistic approach will in-turn help LFUCG maximize the value of its stormwater investment for this identified consent decree supplemental environmental project watershed-based initiative.

Please refer to the LFUCG MWDBE Participation Forms located in the Appendix for Third Rock Consultants and 2020 Land Surveying.



Key Locations for Green Infrastructure and Water Quality Improvements in the Project Area:

- | | |
|---|--|
| 1. Allendale Greenway Stream Restoration | 10. Goodrich Ave Detention Basin Retrofit |
| 2. Turftland Mall Green Infrastructure | 11. Hill-N-Dale Park Stream Resotration |
| 3. Sullivan College Green Infrastructure | 12. Southland Association Green Infrastructure |
| 4. Phoenix Drive Traffic Calming | 13. Regency Road Detention Basin Retrofit |
| 5. Southland Park Bioswale | 14. Pasadena Drive Retention Basin Retrofit |
| 6. Kay Spring Bioswale | 15. Regency Center Detention Basin Retrofit |
| 7. Picadome Traffic Calming | 16. Wolf Run Stream Restoration |
| 8. Lafayette Schools Green Infrastructure | |
| 9. Claymont Drive Bioswale | |

STATEMENT OF HOURLY RATES

Hourly Rate Schedule for the Banks Engineering Team

STAFF POSITION	BANKS ENGINEERING	STRAND ASSOCIATES	THIRD ROCK CONSULTANTS	2020 LAND SURVEYING
Principal	\$160	\$225	\$250	\$95
Sr. Engineer/Env. Planner I	\$160	\$195	\$200	N/A
Sr. Engineer/Env. Planner II	\$150	\$140	\$125	N/A
Prof. Engineer/Land Surveyor I	\$130	\$125	\$125	\$95
Project Engineer (EIT) II	\$110	\$115	\$90	N/A
Environmental Scientist I	N/A	N/A	\$90	N/A
Environmental Scientist II	N/A	N/A	\$75	N/A
Senior Technician	\$120	\$120	\$65	N/A
Technician/CAD	\$80	\$115	\$55	\$45
Survey Crew	\$140	N/A	N/A	\$95
Clerical	\$50	\$60	\$45	N/A

Reimbursable expenses will be the direct costs of printing / duplication services, with no markup, and postage for mailings to residents.

NOTE: Rates shown are valid through 2017 but may be adjusted on an annual basis thereafter.

Assumptions used in developing fees on the following table:

1. Task Order I surveying and modeling limits are the drainage systems shown on the map on page 1 of the RFQ scope, extending downstream to the Beacon Hill Road culvert.
2. Task Order II survey limits are 50 feet each side of the drainage systems shown within the shaded project areas shown on the map on page 1 of the RFQ scope.
3. Easement development unit price shall be \$400 per parcel and is not included in the following Fee Schedule. Easement negotiations shall be at the unit price per parcel shown on the Fee Schedule.
4. Fees for the bidding and construction administration assistance shown on the Fee Schedule are based on one contract advertisement and award, for a nine-month construction period.
5. Rock sounding unit price is based on the assumption that no traffic control will be required, and that accessible to a track mounted drill rig, and that no specialty clearing (dozer, chainsaw, etc.) work will be required.
6. In fee schedule, the asterisks in the Task Order 2, Part I subtotal indicates that this cost is a combination of the lump sum and unit prices that are listed.

Company: Banks Engineering, Inc.

 Signature: 

 Date November 11, 2016

RFP #37-2016
Engineering Services- Stormwater Analysis and Design
Proposed Fee Schedule

	Task	Description	Fee	Sub/Total
TASK ORDER 1				
Part I	1	File Review & Technical Memorandum	\$62,000	
	2	Project Area Investigation	\$32,000	
	3	Stakeholder Meetings (Assume 3)	\$15,000	
		Part I - Project Area Investigation		\$109,000
Part II	4	Surveying	\$32,000	
	5	H & H Modeling	\$61,000	
	6	Preliminary Design Alternates	\$138,000	
	7	Stakeholder Meetings (Assume 3)	\$15,000	
	8	Stream/ Precipitation Gage	\$25,000	
		Part II-Preliminary Design		\$271,000
		Part I and II Fee Totals		\$380,000
	Meetings			
		Stakeholder Meeting with Residents (each additional)	\$5,000	
		Meet with LFUCG (each additional)	\$1,800	
TASK ORDER 2				
Part I	1	Surveying	\$25,000	
	2	Easement/ Right of Way Acquisition (per parcel)	\$4,300	
	3	Final Design (to be negotiated)	TBD	
	4	Rock Soundings (unit price)	\$150	
	5	Stakeholder Meetings (Assume 3)	\$15,000	
		Part I - Design Alternatives		***\$44,450
Part II	6	Bidding and Construction Administration Assistance	\$18,000	
		Part II- Bidding and Construction Administration Assistance		\$18,000
	Meetings			
		Stakeholder Meeting with Residents (each additional)	\$5,000	
		Meet with LFUCG (each additional)	\$1,800	

MAYOR JIM GRAY



OFFICE OF THE
CITY CLERK
CENTRAL PURCHASING

ADDENDUM #1

RFP#37-2016

Date: October 28, 2016

Subject: Southland Area Storm water Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Please replace the Engineering Services agreement in the issued rfp document with the attached Engineering Services Agreement with Consent Decree language, this is Consent Decree work.

On page 7, Section 3 h of the Scope of Services, a document is referenced for consultants to review. With the new website, the link has changed to the one below.

<http://www.lexingtonky.gov/procurement/contracts/contracts.htm>

There is a 3% Veteran Owned business goal and 10% Minority & Woman Owned business goal.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

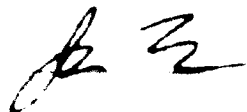
This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356



SIGNATURE OF BIDDER:

A handwritten signature in black ink, appearing to be a stylized name or set of initials.

11-9-16





ADDENDUM #2

RFP#37-2016

Date: November 1, 2016

Subject: Southland Area Storm water Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

There are differences between the Selection Criteria (point system) shown on page 6 and the RFQ Categories and maximum page numbers for each section shown on pages 2 and 3 of the Scope of Services Section. As an example, Selection Criteria items 3 (Project Familiarity), 5 (Current and Projected Workloads) and 6 (Project Manager Expertise), three categories worth 45 of the total 100 points, are not mentioned on pages 2 and 3 of the Scope of Services Section. Also, considering that this is a RFQ, why is there a Statement of Hourly Rates requested

It's is each responder's responsibility to demonstrate their project familiarity, capacity to perform and expertise within the context of the requested Scope of Services. The Division of Water Quality has found that a Scope of Services that mirrors the stated selection criteria results in "check the box" responses as opposed to responses that more clearly demonstrate a firm's understanding and ability to deliver the expected work product.

The hourly rates for various employee classifications are requested for use in calculating additional work to be performed, if needed during the project.

Todd Slatin, Director
Division of Central Purchasing



All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: *[Handwritten Signature]* 11-9-16





ADDENDUM #3

RFP#37-2016

Date: November 1, 2016

Subject: Southland Area Storm water Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The SOQ instructions on page 2, item 3 – Project Team require an organizational chart, 1-page resumes for key staff members, and a risk management plan. Are partial-page resumes allowable to be able to include more staff, and to prevent the risk management plan from taking up a full page? Yes.
2. In item 6 of the SOQ instructions, at the top of page 3, Attachment 1 is to be used to provide local office information. Where can Attachment 1 be found? The form for local office information is attached.
3. Is item 7 of the SOQ instructions (DBE involvement) intended to be the MWDBE Participation Form included on page 20 of the front-end RFQ document? Item 7 may be addressed through a statement referring to the MBE/WBE Participation Form.
4. The Proposed Fee Schedule on the last page of the RFQ is not included in the SOQ instructions, and the instructions account for all 15 allowable pages. What are we to do with the fee schedule form? The fee schedule may be included in the SOQ one (1) page. SOQ may be maximum sixteen (16) pages total.





Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER:  11-9-16





LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #4

RFP#37-2016

Date: November 8, 2016

Subject: Southland Area Storm water Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Attached are the meeting notes and a revised fee schedule.

Revised Selection Criteria

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: 

11-9-16



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #5

RFP#37-2016

Date: November 9, 2016

Subject: Southland Area Storm water Project

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

- 1- Does the Stream/Precipitation Gage (Part II- Task Item 8) be considered to be in Part I? The Stream/Precipitation Gage is in Task Order 1, Part II. It goes along with the Hydrologic/ Hydraulic modeling
- 2- Part II-Design and Construction Fees, at the completion of the public engagement and H/H study, there might be one or multiples of stormwater improvement projects that need to be designed and constructed; the line item related to the Design and Construction Fee, would the fee be related to only one or multiples of potential project (s)? The requested design fee in Task Order 2 is for whatever number of discrete design projects are developed. This fee estimate will be used as a starting point for negotiating the fee for Task Order 2.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER:



AFFIDAVIT

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

1. His/her name is Jason D. Banks, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Banks Engineering, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

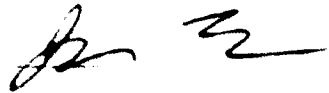
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jason Dukes on this the 1 day
of November, 2016.

My Commission expires: 12/6/20

Michelle M. Gifford
NOTARY PUBLIC, STATE AT LARGE



MICHELLE M. GIFFORD
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES
NOTARY ID#

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

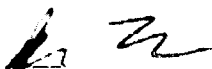
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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



Banks Engineering, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Banks Engineering, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic of 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																	
Professionals	6																6
Superintendents																	
Supervisors																	
Foremen																	
Technicians	5																5
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft																	
Service/Maintenance																	
Total:		11	1														11 1

Prepared by: Jason D. Banks, PE, PLS, President Date: 11 / 10 / 16

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

Firm Submitting Proposal: Banks Engineering, Inc.

Complete Address: 1211 Jessamine Station, Nicholasville, KY 40356
Street City Zip

Contact Name: Jason D. Banks, PE, PLS Title: President

Telephone Number: (859) 881-0020 Fax Number: N/A

Email address: jasonbanks@banksengineering.net



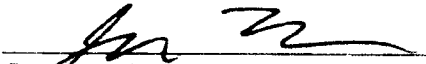
LFUCG MWDBE PARTICIPATION FORM
 Bid/RFQ/Quote Reference # 37-2016

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **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. Third Rock Consultants 2526 Regency Road Lexington, KY 40503 (859) 977-2000 mforee@thirdrockconsultants.com	WBE	Green Infrastructure Water quality BMPs Stream evaluations	\$58,000 +/-	15% +/-
2. 2020 Land Surveying 2216 Young Drive Lexington, KY 40505 (859) 351-2171 jdd75@msn.com	VOB	Field Surveys	\$20,600 +/-	6% +/-
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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.

Banks Engineering, Inc.
 Company
11/10/16
 Date


 Company Representative
 President
 Title



November 6, 2016

John Steinmetz, PE
Banks Engineering, Inc.
1211 Jessamine Station
Nicholasville, Kentucky 40356

Re: LFUCG RFP #37-2016
Engineering Services for Southland Area Storm Drainage Project
Wolf Run Watershed

Dear John:

Please accept this letter as my formal commitment to partner with Banks Engineering, Inc. as a subconsultant in pursuit of the above-referenced project. Third Rock Consultants, LLC will provide environmental consulting services in support of the public involvement/outreach, restoration/BMP design, and permitting tasks described in the request for proposal.

I look forward to the opportunity to work with you on this exciting project.

Very truly yours,

A handwritten signature in cursive script that reads "Molly Foree".

Molly Foree
President

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 RFQ may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFQ. 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 RFQ to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFQ:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

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

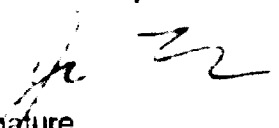
B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

11/10/16
Date



**2016 Affirmative Action Program
for Women and Minorities**

**Banks Engineering
1211 Jessamine Station
Nicholasville, KY 40356**

KEY PERSONNEL

Jason Banks, President

Josh Banks, Vice President

FACILITY DATA

EIN 01-0925655

EEO-1 Number A123456

Dun and Bradstreet

831786863

NAICS 541330

SIC 8711

EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Banks Engineering to consider all qualified applicants for available positions without regard to race, color, sex, religion, age, national origin, disability, or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

Banks Engineering is committed to the EQUAL EMPLOYMENT OPPORTUNITY POLICY and as part of the Affirmative Action plan will:

- recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, sex, religion, age, national origin, disability, or veteran status;
- base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the company's commitment to affirmative action and workplace diversity;
- ensure that all other personnel actions such as compensation benefits, company-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, sex, religion, age, national origin, veteran status, or disability;
- take affirmative action to ensure that minority group individuals, women, veterans of the Vietnam Era, qualified persons with a disability, and disabled veterans are introduced into the workforce and that these employees are encouraged to aspire for promotion and are considered, as promotional opportunities arise; and
- ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful by VEVRAA 503, 60-741.44 (a) and 503, 60-250.44 (a).

In keeping with the above commitments and policy, Banks Engineering will analyze its personnel transactions once a year to ensure equal opportunity for all individuals. As with any other company goals, management's performance regarding the Affirmative Action Program will be evaluated.

Banks Engineering will ensure that the intent and practice of this policy is carried out. The ultimate responsibility for fulfilling the intent of this policy, however, lies with every department head and supervisor.


Signature

11-9-16
Date

President
Title

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

Company: Banks Engineering, Inc.

 Signature: 

 Date January 31, 2017

RFP #37-2016
Engineering Services- Stormwater Analysis and Design
Proposed Fee Schedule - REVISED

	Task	Description	Fee	Sub/Total
TASK ORDER 1				
Part I	1	File Review & Technical Memorandum	\$43,400	
	2	Project Area Investigation	\$21,500	
	3	Stakeholder Meetings (Assume 3)	\$7,400	
		Part I - Project Area Investigation		\$72,300
Part II	4	Surveying	\$32,000	
	5	H & H Modeling	\$56,300	
	6	Preliminary Design Alternates	\$112,000	
	7	Stakeholder Meetings (Assume 3)	\$7,400	
	8	Stream/ Precipitation Gage	\$25,000	
		Part II-Preliminary Design		\$232,700
Part I and II Fee Totals				\$305,000
	Meetings			
		Stakeholder Meeting with Residents (each additional)	\$600 - \$3,300	
		Meet with LFUCG (each additional)	\$1,800	
TASK ORDER 2				
Part I	1	Surveying	\$25,000	
	2	Easement/ Right of Way Acquisition (per parcel)	\$4,300	
	3	Final Design (to be negotiated)	TBD	
	4	Rock Soundings (unit price)	\$150	
	5	Stakeholder Meetings (Assume 3)	\$7,400	
	Part I - Design Alternatives		***\$36,850	
Part II	6	Bidding and Construction Administration Assistance	\$18,000	
		Part II- Bidding and Construction Administration Assistance		\$18,000
	Meetings			
		Stakeholder Meeting with Residents (each additional)	\$600 - \$3,300	
		Meet with LFUCG (each additional)	\$1,800	

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

CONSULTANT

OWNER

		Lexington Fayette Urban County Government
Street Address	_____	_____
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2400
E-Mail	_____	859-254-7787
		cmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to
A fully executed copy will be returned to the Consultant.*