

Proposal for
**FUTURE NORTH ELKHORN SANITARY
SEWER PUMP STATION SURVEY AND
EASEMENT SERVICES**

RFP #25-2025

Prepared for:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



LEXINGTON



Submitted by:



August 20, 2025



August 20, 2025

Mr. Todd Slatin, Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: RFP #25-2025 Future North Elkhorn Sanitary Sewer Pump Station and Easement Services

Mr. Slatin:

Banks Engineering is pleased to submit the enclosed proposal in response to your Request for Proposals (RFP). This proposal is formatted in accordance with instructions in the RFP and includes the following:

- Fee proposal, formatted as shown in the RFP
- Summary of Qualifications, addressing the identified selection criteria:
 - Past performance on similar projects
 - Project Manager qualifications
 - Organizational chart and resumes of key team members
- Supporting information and required forms

Banks Engineering has completed numerous easement and property acquisition efforts for LFUCG and other clients on storm sewer, sanitary sewer, and transportation projects. Our staff was enhanced by the addition of Todd Lockhart, PLS, who served as the LFUCG Survey Manager for the Division of Engineering until his retirement early this year. Our team includes **Civil Design, Inc.**, a certified WBE firm, to provide assistance with field surveys. The staff of Banks and CDI have collaborated on several past Division of Water Quality (DWQ) projects including the Southland Park–Yuma–Tucson and Joyland stormwater improvements projects.

We believe our team is the most qualified to assist DWQ with this project due to our extensive experience with the preparation of easements and Minor Public Acquisition Plats for LFUCG, our experience with sanitary sewer designs, our familiarity and relationships with the Urban County Government, and our in-depth understanding of the project issues.

Thank you for considering our qualifications. If you need additional information, please contact me at (859) 421-9695 or by email at jsteinmetz@banksengineering.net.

Very truly yours,
Banks Engineering, Inc.

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

John B. Steinmetz, P.E.
Senior Engineer

SUMMARY OF QUALIFICATIONS

The following information summarizes why **Banks Engineering** is the best choice for the Future North Elkhorn Sanitary Sewer Pump Station and Easement Services. This summary addresses the identified selection criteria listed in the Request for Proposals (RFP).

Why Select the Banks Engineering Team?

- ⇒ Demonstrated commitment and performance for LFUCG, most recently for surveys, large and small stormwater projects, trail projects, and roadway improvements.
- ⇒ Recent experience with the preparation of easement descriptions, easement exhibits, and acquisition plats for LFUCG's Division of Water Quality (DWQ) and the Division of Engineering.
- ⇒ Key members of the Banks/Civil Design (CDI) team are the same staff that completed field surveys, easement descriptions and exhibits, and a Minor Public Acquisition Plat for DWQ on recent DWQ projects.
- ⇒ Our understanding of the project goals, issues, and scope of work.

The following information addresses the specific selection criteria for the subject project.

1. Proposed Fee

The fee proposal shown on the next page is based on our estimated manhours for the proposed work defined below. This section illustrates our understanding of the project issues and scope of work to be completed.

- A. Project Goals** – The DWQ wishes to procure fee simple land and easements necessary to implement a large capital project to install sanitary sewer trunk sewers, a new pump station and wet weather storage tank, and a force main within an expansion of the Urban Service Area downstream of the two existing North Elkhorn pump stations. The project will allow for the elimination of the original North Elkhorn Pump Station (NEPS) and provide the backbone of a sewer system that will accommodate future development in the expansion area and allow for the elimination of the newer North Elkhorn Pump Station. Collector and trunk sewers necessary for new development will be implemented by the development community and are not a part of this project.

Specific project elements and deliverables include the following, as illustrated on Figure 1.

- A 7-acre pump station and wet weather storage facility site within the boundary of 1941 Hume Road. The minimum parcel line dimension will be 450 feet, which will allow an ample buffer between the facilities and new development in the sewershed.
- Permanent (30-feet) and temporary easements as needed for the installation of proposed trunk sewers (48- to 54-inch) and a 30-inch force main crossing two parcels: 1900 and 1941 Hume Road.
- A 20-foot-wide ingress-egress (access) easement from Hume Road to the proposed pump station site within the 1941 Hume Road parcel. Based on 1984 as-built KYTC plans, the western 1,300 feet of this access road was a frontage road within KYTC right-of-way. However, in 2009 KYTC conveyed the frontage road back to the property owner, and in 2014 a Fiber Optic Easement was conveyed to Kentucky Utilities (LGE/KU)

on this same land. The location of this fiber optic line will likely affect the location of the new access road, as shown below on Figure 1. During this survey project we will coordinate with the property owner and LGE/KU to establish the best route for the access road.

SANITARY SEWER CORRIDOR SURVEY AND EASEMENT/LAND ACQUISITION EXHIBIT DEVELOPMENT Future North Elkhorn Sanitary Pump Station Complex	
Fee Proposal	
1941 Hume Road	
Sanitary Sewer Pipeline Easement Exhibit (survey work, exhibit, legal description)	\$ 14,000
Pump Station Parcel (survey work, plat, legal description)	\$ 6,500
Pump Station Ingress / Egress Easement (survey work, exhibit, legal description)	\$ 6,300
1900 Hume Road	
Sanitary Sewer Pipeline Easement Exhibit (survey work, exhibit, legal description)	\$ 11,100
Additional Survey Work (hourly rate)	\$ 160 / hour
Total Fee: \$37,900	
Engineering Firm	<u>Banks Engineering, Inc.</u>
Authorized Signature	<u>John B. Steinmetz</u>
Date	<u>8/20/25</u>

B. Scope of Work – The deliverables for this project will be easement descriptions and an exhibit for the permanent and temporary easements on 1900 Hume Road, and a Minor Public Acquisition Plat for 1941 Hume Road to convey the fee simple pump station site, the proposed access easement, and the permanent and temporary easements for the pipeline work. Banks Engineering and CDI will conduct the following work:

- Field surveys to locate existing utilities and topography within the project corridors, including locations of the tie-in manhole at the existing NEPS and the location of the

North Elkhorn Force Main on the west side of I-75.

- Boundary surveys of 1941 Hume Road as needed for the recordable plat preparation. Some boundary monuments on the 1900 Hume Road will be investigated to tie the easements to the parcel. Each of the parcels has deeds with metes & bounds descriptions, which will aid in the boundary work. Other documents of record such as the LGE/KU fiber optic easement mentioned above will be included in this work.
- Preliminary designs as necessary to establish the best alignment for the proposed trunk sewers and force main from the proposed pump station site to the existing NEPS, considering topography, floodplain, existing utilities, etc.
- Preparation of the Public Minor Acquisition Plat for the 1941 Hume Road parcel and the easement description and exhibit documents for the 1900 Hume Road parcel.

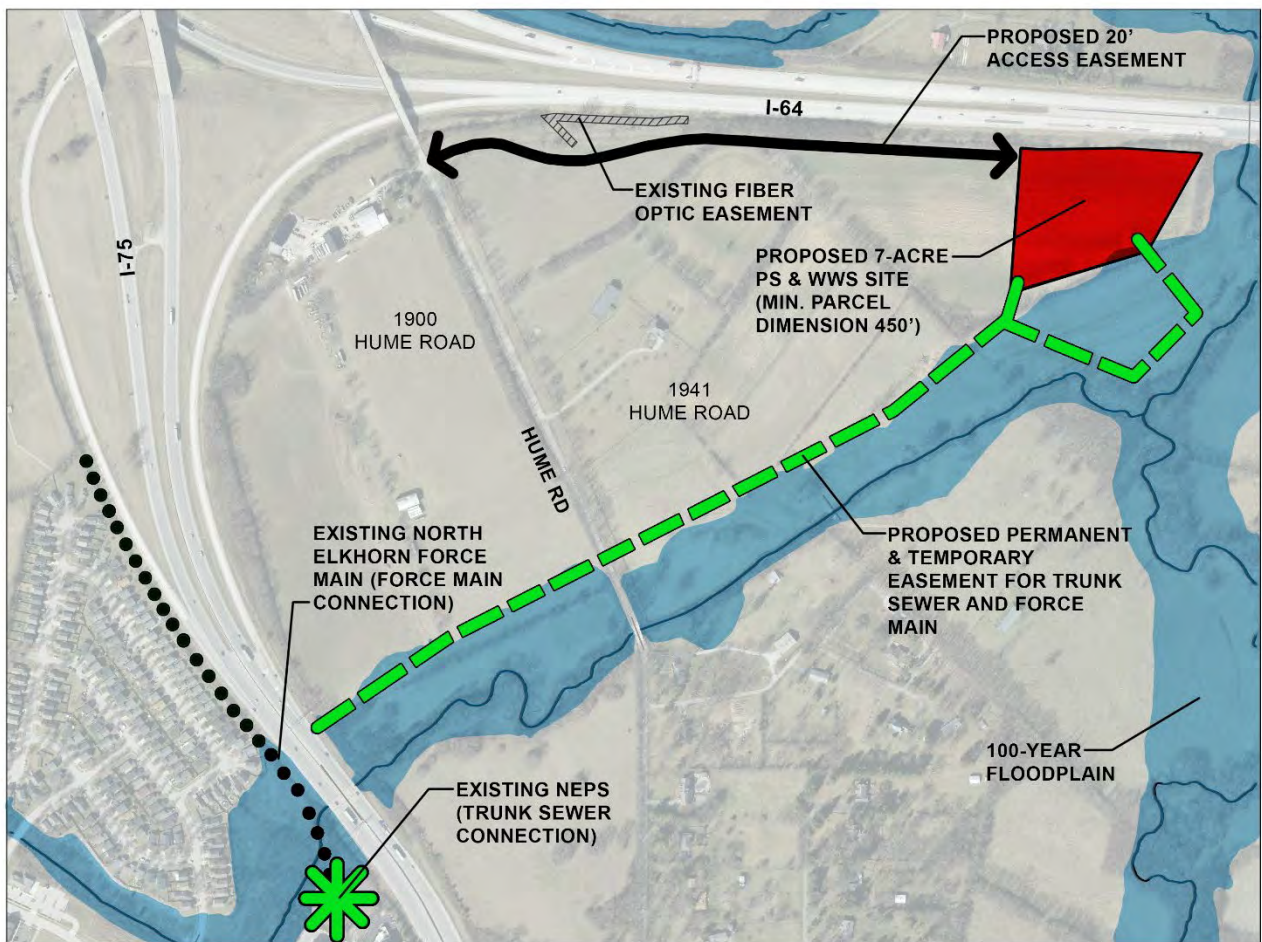


FIGURE 1: Conceptual layout of required easements and land acquisition

2. Past Performance on Easement and Right of Way Acquisition Projects

A. Corridor acquisition experience – Banks Engineering has completed the following corridor acquisition projects for LFUCG, DWQ, and other clients in recent years:

- **Maddox Lane Improvements** for the Division of Engineering (DOE) – Minor Public Acquisition Plat for 10 parcels in a roadway improvement project (2025)

- **Cooper Drive Stormwater Improvements** for DWQ – descriptions and exhibits for permanent and temporary easements on 3 parcels (2024)
- **Loretto Sidewalk Project**, City of Loretto – easement descriptions for 39 parcels (2025)
- **Southland Park/Yuma Court/Tucson Stormwater Improvements** – descriptions and exhibits for 8 parcels, plus the coordination of a Public Acquisition Plat (coordinated with the current staff of CDI) for the fee simple acquisition of land from the Clays Mill Elementary School site (2022)
- **Joyland Stormwater Improvements** – Preparation of easement descriptions and exhibits for 10 parcels, plus limited coordination of the fee simple acquisition of a parcel for the Irene Drive Detention Basin (2023)
- **Armstrong Mill Shared Use Path** for the DOE – easement descriptions and exhibits for 12 parcels (current)
- **Brookview Drive Sanitary Sewer Improvements** for Nicholasville Public Utilities (NPU) – preparation of easement descriptions, exhibits, and memoranda of agreement for 3 parcels (2024)
- **Boone Lane / Centerville Lane Water Line Improvements** for Kentucky American Water – easement descriptions, exhibits, and acquisition services for 19 parcels (2023)
- **WGPL Stormwater Improvements** – easement descriptions, memoranda of understanding, and Minor Public Acquisition Plats for 3 parcels (2019)

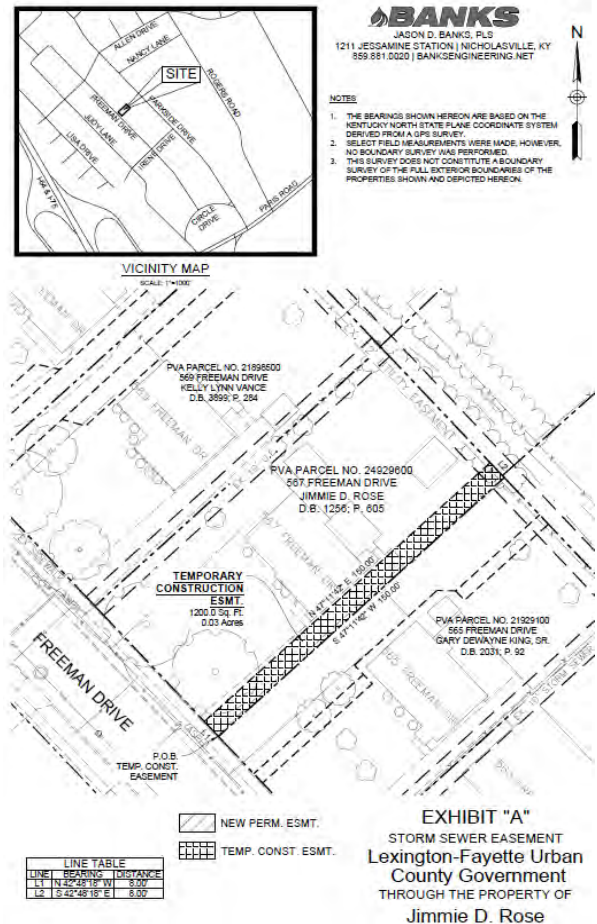


Figure 2: Sample Banks easement exhibit from the Joyland Stormwater Project

- B. Experience with DWQ standards for easement and property acquisition** – The project list above includes multiple recent projects completed for DWQ and coordinated with Ms. Liz Sebren. For some of the older projects we prepared memoranda of understanding and used a provided spreadsheet to compute compensation values. We are very familiar with the practices and policies related to DWQ land acquisition.
- C. Record of compliance with LFUCG and other agencies** – Banks Engineering has never been cited or found to be in violation of any regulations by LFUCG or any other agency.
- D. Ability to meet project budgets and schedules for DWQ** – Banks has completed 16 projects for DWQ in the past 10 years. Our long relationship is a testament to quality service. See below for a tabulation of engineer's estimate vs. low bid for recent major capital projects.

- E. Similar projects over the past 10 Years** – The listing of Banks projects below includes the information requested in the RFP. The primary contact person for the DWQ projects is Mark Sanders (msanders@lexingtonky.gov). The primary contact at Nicholasville is Mayor Alex Carter (alex.carter@nicholasville.org).

Project	Client	Project Manager	Description	Engineer's estimate	Bid Amount	Year
Joyland Phase 1	DWQ	Steinmetz	Storm sewers and detention basins	\$1.62 million	\$1.29 million	2023
Southland Park Stormwater Improvements	DWQ	Steinmetz	Detention basin and water quality	\$906,000	\$1.02 million	2022
Southland/Yuma/Tucson Impr.	DWQ	Steinmetz	Storm sewers	\$1.73 million	\$1.67 million	2024
Cooper Drive Stormwater Impr.	DWQ	Kyle Hall	Storm sewers	\$2.67 million	\$2.10 million	2026
Brookview Sanitary Sewer	NPU	Steinmetz	18" sanitary trunk sewer	\$711,000	\$567,000	2024

In addition to the capital projects listed above, Banks recently coordinated the preparation of a plat for the new DWQ office building at 130-134 New Circle Road and performed boundary investigations at the Mint Lane Pump Station site.

3. Project Manager Experience and Capability

- A. Ability to manage projects similar in scope and magnitude** – This project will be managed by John Steinmetz, PE, who has 43 years of overall experience and 30 years of LFUCG experience in roadways, sanitary sewers, and stormwater. John managed the development of the Sanitary Sewers Remedial Measures Plans (RMPs) for DWQ while working for another firm. He served as Project Manager or Project Director for all LFUCG projects by CDP Engineers from 1996-2007, Hazen and Sawyer from 2007-2014, and Banks Engineering from 2014-present. The projects listed above represent a recent sampling of this experience.

During the course of his career John supervised and managed numerous projects that involved property acquisitions, and also has the sanitary sewer design experience necessary to identify the best and most practical locations of easements early in the design phase.

- B. Knowledge and understanding of property acquisition requirements** – In addition to the experience described above, John is very familiar with the requirements of the Uniform Relocation Act and property acquisitions for the Kentucky Transportation Cabinet (KYTC) and the LFUCG divisions of Water Quality and Engineering. His public relations experience gives him the ability to relate to property owners and bring a successful outcome to even the most controversial projects.

- C. Past performance with LFUCG / DWQ** – The following is a partial list of DWQ staff members familiar with John's performance as Project Manager or Project Director:

- Charles Martin
- Greg Lubeck
- Mark Sanders
- Erik Merlino
- Rick Day
- Chris Begley
- Bob Peterson
- Mark Feibes
- Andrew Grunwald
- Ryan Hughes

D. *Ability to effectively communicate with the DWQ Team* – John has proven over the years to be very responsive in communicating with DWQ and other clients. He takes his commitment to the needs of the client very seriously. We encourage discussing his performance with the staff members listed above.

4. *Project Team Experience and Capability*

A. *Organizational Chart and resumes of key team members follow this section*

B. *Experience of boundary survey Technical Lead* – Todd Lockhart, PLS, will be the Boundary Survey Task Lead on this project. Todd served as the LFUCG Survey Manager for the DOE for 21 years until his retirement early this year, when he joined Banks Engineering. Since joining Banks, Todd has completed boundary surveys, public acquisition plats, subdivision plats, and easement descriptions, and directed field surveying operations. His recent work includes the following:

- Maddox Lane Public Minor Acquisition Plat
- Loretto Sidewalk easement descriptions
- Armstrong Mill Road Trail easement descriptions and exhibits
- Scaffold Cane Trail easement descriptions (Berea)

While with the Division of Engineering, Todd managed the survey control network for all of Fayette County and performed field surveys, designs for modifications to storm and sanitary sewer systems, and developed solutions to unforeseen site issues for capital improvement projects during construction activities. He can operate conventional and survey grade GPS equipment as well as the latest version ACAD Civil 3d to produce plans.

C. *Quality assurance and quality control procedures* – Banks Engineering has redundant senior project management leadership in the firm, and each project has a project manager who coordinates the work quality with fellow senior managers. For example, Frank Pruitt serves as QA/QC manager for John Steinmetz’s design projects, and vice versa. For all boundary survey projects, Jason Banks, PE, PLS performs the QA/QC. Jason will review Todd’s boundary survey work and document preparation on this project.

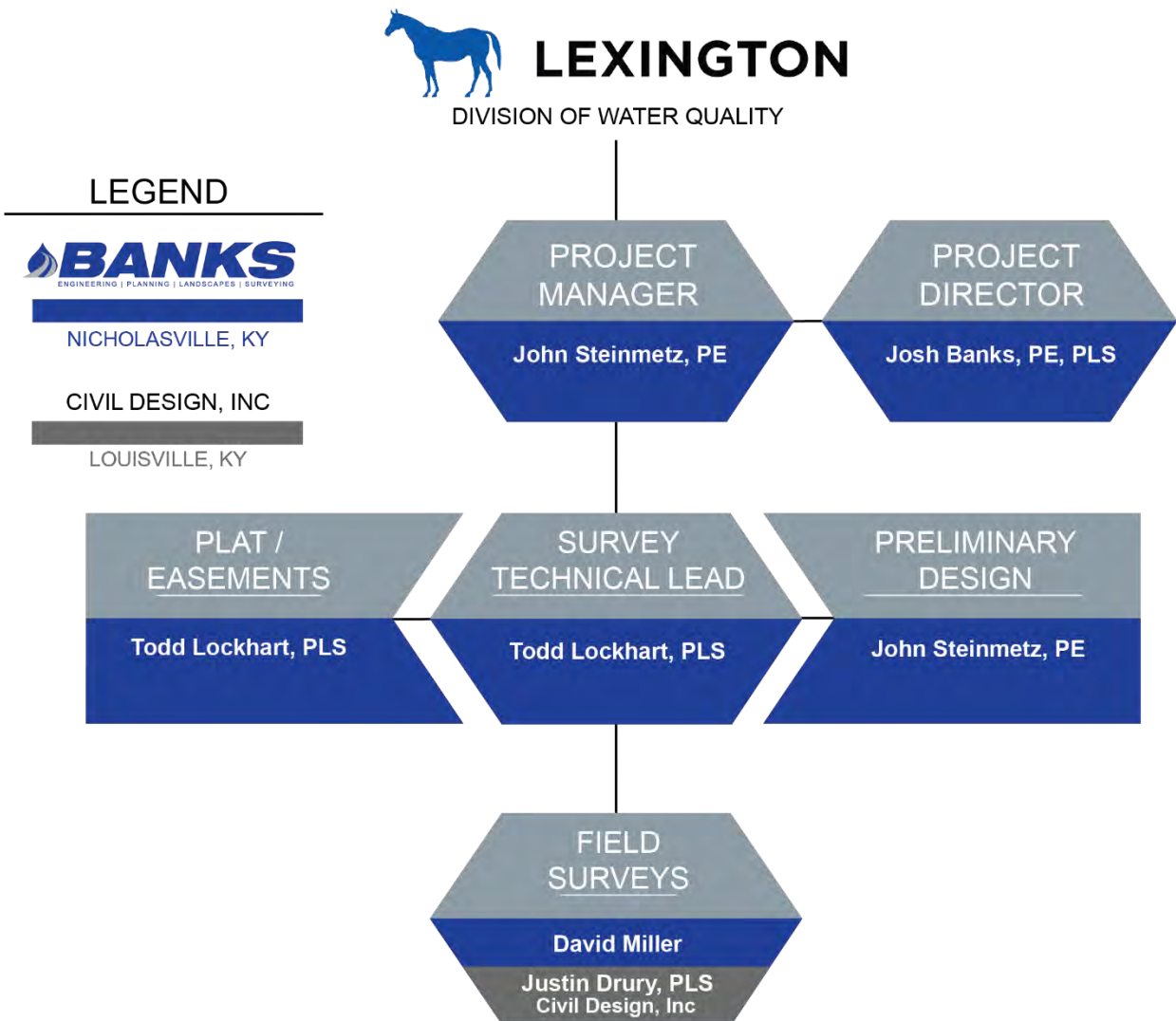
D. *Office location and number of years the firm has been in business* – Banks Engineering was founded in 2009 and is in its 17th year of serving its public and private clients. Our office is located in Nicholasville, less than 20 miles from the project site. Note that our Survey Party Chief, David Miller, lives at 2575 Winchester Road, near the Hume Road / US 60 intersection, less than a mile from the project site.

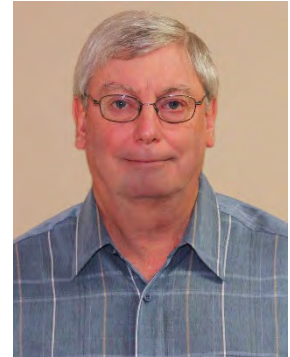
- E. Equal Employment Opportunity Policies** – See the company policies included at the end of this proposal.

SUMMARY

Banks Engineering has an excellent understanding of the project issues to be addressed, and the experience, technical capabilities, and availability to provide excellent service to the Division of Water Quality on this project. The following organizational chart and resumes of our key staff provide additional evidence of our experience and qualifications.

ORGANIZATIONAL CHART



John B. Steinmetz, PE
Senior Engineer**Experience and Qualifications**

Mr. Steinmetz has 43 years of experience in the design and management of a wide range of projects including transportation, stormwater management, water distribution systems, sanitary sewer collection systems, and private development. Relevant experience includes:

Cooper Drive Stormwater Improvements – Lexington, KY

Project Director for storm sewer improvements (bid cost \$2.1 million) for 3,000 linear feet of new storm sewers to reduce street flooding in the Chevy Chase area.

Joyland Stormwater Improvements – Lexington, KY

Project Manager for the study and Project Supervisor for the two phases of final design for the recommended improvements and easement preparation for 10 parcels.

Southland Park – Yuma – Tucson Stormwater Improvements – Lexington, KY

Project Manager for two phases of improvements involving 2,300 feet of new 24-inch to 48-inch storm sewers to eliminate neighborhood flooding in southwest Lexington, and stormwater detention facilities in Southland Park to mitigate potential increases in downstream discharges.

WGPL Stormwater Improvements – Lexington, KY

Project Manager for nearly one mile of new storm sewers to reduce street and structure flooding, and to provide a discharge system for redirected sump pumps. The project included Public Minor Acquisition Plats for 3 parcels.

Sanitary Sewer Remedial Measures Plans – Lexington, KY

Project Manager for the compilation of master planning and conceptual designs for improvements necessary to eliminate all recurring sanitary sewer overflows in the system. Cost estimates for the improvements totaled \$590 million.

Brookview Sanitary Trunk Sewer – Nicholasville, KY

Project Manager for the replacement of 1,700 linear feet of undersized 12-inch trunk sewer with a new 18-inch sewer, doubling its capacity to reduce the incidence of sewer overflows. The project included the preparation, negotiations, and acquisitions of three easements to accommodate the work.

South Elkhorn Pump Station and Force Main – Lexington-Fayette Urban County Government

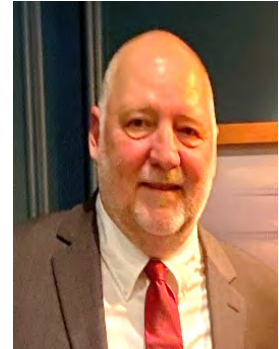
Project manager for nearly 7 miles of 36-inch ductile iron force main to redirect the discharge from the gravity collection system directly to the West Hickman Wastewater Treatment Plant. Also served as Project Director for major upgrades to the 12 MGD South Elkhorn Pump Station.

Education – University of Kentucky, Bachelor of Science Civil Engineering, 1982

Professional Registrations – Professional Engineer, KY #14730

Todd A Lockhart, PLS

Professional Land Surveyor



Experience and Qualifications

Mr. Lockhart has 30 years of experience in land surveying and served as the Survey Manager for the Lexington Fayette Urban County Government for 21 years. He has strong expertise in land surveying in the public works field, maintaining survey control networks, modifications to sanitary sewer collection systems, stormwater collection systems, easement and right of way locations, construction staking, site topographic surveys and construction inspection. Relevant experience includes the following:

Phase 1 & 2 Monument Modernization – Lexington, KY

Directed the field work, data collection, photos of over 300 monuments in Fayette County as per the National Geodetic Surveys (NGS) standards for submittal of horizontal and vertical survey control monumentation throughout Fayette County.

LFUCG survey monument inventory – Lexington, KY

Directed the annual field work, and recovery and update database for all the horizontal and vertical survey control monumentation throughout Fayette County.

Maddox Lane Improvements – Lexington, KY

Preparation of a Public Minor Acquisition Plat to acquire and improve a private lane in Lexington, involving the acquisition of right-of-way and temporary easements on 11 parcels.

Armstrong Mill Shared Use Path – Berea, KY

Permanent and temporary construction easements on 12 parcels for the proposed trail.

Sidewalk Project Phase I – Loretto, KY

Prepared permanent and temporary construction easements for 39 parcels for construction of a sidewalk along KY 49.

Town Branch Trail Phase 6 easement stakeout – Lexington, KY

Directed the survey to layout potential trail easement for multi-use trail.

Locate utility easement at Raven Run Park – Lexington, KY

Directed the field survey of the utility easement along the property boundary of the park to confirm a utility was within their easement.

Sanitary sewer easements for various sewer line additions for LFUCG – Lexington, KY

Wrote legal descriptions for line segment additions to existing LFUCG Sanitary Sewer System.

Marshall Park Sanitary Sewer Project – Georgetown, KY

Designed and directed the field survey of 750 LF of sanitary sewer line to connect restrooms and a concession stand on park property.

Professional Registrations – Professional Surveyor, Kentucky #3730



JUSTIN DRURY, PLS
PROFESSIONAL LAND SURVEYOR

Years of Experience: 23

Registrations

Professional Land Surveyor:
KY, TN, VA

Education

BA,
English 1998
University of Kentucky

Affiliations

Former Director for the
Kentucky Association of
Professional Surveyors

Former Editor of the Interior
Angle / KAPS Publication

National Society of Professional
Surveyors

Software

Autodesk AutoCAD Civil3D
Autodesk ReCap
Trimble Business Center
Trimble RealWorks
Trimble Access
Leica Cyclone
Leica Infinity
Carlson Survey
ESRI ArcGIS
Pix4D

At the cross-disciplinary intersection of history, law, and technology, Justin Drury draws on 18 years of experience as a Professional Land Surveyor, to take on a wide spectrum of projects. Having performed boundary surveys his entire career, he has also served as an expert witness for boundary dispute cases, accident reconstructions, and county line designations. Employing the most current technologies throughout his career as well, utilizing Kinematic and Static GNSS, Robotic Total Stations, Terrestrial LiDAR, UAV Photogrammetry, CAD and GIS software, Least Squares Adjustment software, and Point Cloud registration and extraction software. Currently taking on a mentorship and consulting role for CDI, Justin is working with survey staff in the office and in the field, passing along his knowledge of best practices, for the next generation of surveyors.

SELECT PROJECT EXPERIENCE

Joyland Storm Water Project, Topographic Survey

Lexington, KY | Client: Banks Engineering

Southland Area Storm Drainage Project, Topographic Survey

Lexington, KY | Client: Banks Engineering

Southland Park / Clays Mill Elementary Acquisition Plat

Lexington, KY | Client: Banks Engineering

Rise STEM Academy for Girls, Topographic and Boundary Survey

Lexington, KY | Client: Fayette County Public Schools

Lexington Rails to Trails, Topographic and Boundary Survey

Lexington, KY | Client: Lexington Fayette Urban County Government

EKU Steam Line Replacement, Topographic Survey and Utility Scan

Richmond, KY | Client: KFI Engineers

War Memorial Building, Boundary and High-Definition Building Survey

Nashville, TN | Client: Centric Architecture

Ashland Conference Center, Topographic and Boundary Survey

Ashland, KY | Client: City of Ashland

Vaughn's Branch Tributary, Flood Mitigation Study

Lexington, KY | Client: Tetra Tech

Mary E. Britton Middle School, Topographic and Boundary Survey

Lexington, KY | Client: Fayette County Public Schools

CSX Surplus Property, Boundary Survey

Danville, KY | Client: CSX

White Hall Classroom Building, Site and High-Definition Building Survey

Lexington, KY | Client: University of Kentucky

Roy Kidd Stadium, Deformation Analysis

Richmond, KY | Client: Eastern Kentucky University

Josh D. Banks, PE, PLS

Vice President

**Experience and Qualifications**

Mr. Banks has 23 years of experience in civil engineering and land surveying and directs the survey operations for Banks Engineering's municipal projects. He has strong expertise in surveying, planning services, site development, engineering design, permitting, easement acquisition, and bidding and construction administration. Relevant experience includes the following:

Southland Area Storm Drainage Study – Lexington, KY

Directed the surveys and base plan preparation modeling for the upper Wolf Run watershed to address structure and major street flooding.

Joyland Drainage Study – Lexington, KY

Directed the surveys, base plan preparation, and easement development for this project involving \$2.8 million in detention basins and storm sewer improvements.

Southland Park Stormwater Improvements – Lexington, KY

Directed the surveys, base plan preparation, and easement development for storm sewers and four separate detention basins and natural stream channels within Southland Park.

Cooper Drive Stormwater Improvements – Lexington, KY

Survey Manager for storm sewer improvements for 3,000 linear feet of new storm sewers to reduce street flooding in the Chevy Chase neighborhood.

Maddox Lane Improvements – Lexington, KY

Directed the surveys and preparation of a Public Minor Acquisition Plat to acquire and improve a private lane in Lexington, involving acquisitions of right-of-way and easements on 11 parcels.

Armstrong Mill Shared Use Path – Berea, KY

Directed the surveys and easement preparation on 12 parcels for the proposed trail.

North Broadway (US 27/68) Drainage Study – Lexington, KY

Survey Manager for modeling and designs to reduce street and structure flooding in downtown Lexington from West Main Street to West Fourth Street.

Jessamine County Schools Surveys – City of Nicholasville, KY

Directed the preparation of boundary and topographic surveys of both high schools in Jessamine County to facilitate planned campus improvement projects.

Education – University of Kentucky, Bachelor of Science Civil Engineering, 2002**Professional Registrations – Professional Engineer – Kentucky #25062**

Professional Surveyor – Kentucky #3943



ADDENDUM #1

RFP Number: 25-2025

Date: August 8, 2025

Subject: Future North Elkhorn Sanitary Pump Station Survey and Easement Services

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

There will be a non-mandatory virtual preproposal meeting on Wednesday August 13, 2025, at 2:00 PM EST. The meeting call in information is being issued below.

Non-Mandatory Preproposal virtual meeting call in information

. Voluntary meeting with the following agenda:

1. Comments from the Division of Procurement
2. Verbal explanation of project goals from the Project Manager
3. Questions from attendees

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 256 241 378 333 7

Passcode: 6Xj996cN





Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: John B. Steinmetz





ADDENDUM #2

RFP Number: 25-2025

Date: August 15, 2025

Subject: Future North Elkhorn Sanitary Pump Station Survey and Easement Services

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

May we obtain a CADD file or Google Earth .kmz of the Pumping Station and Wet Weather Storage sites?

The Pumping Station and Wet Weather Storage (PS/WWS) tank site has not been determined; that's a component of the deliverable for this project. Lexington want an exhibit as described in the RFQ that can be used to subdivide a PS/WWS parcel from the existing 1941 Hume Road parcel so that a target site is secured prior to detailed design work (separate RFQ).

May we obtain a CADD file or Google Earth .kmz of the preliminary access easement on 1941 Hume Road?

The Pumping Station and Wet Weather Storage (PS/WWS) tank site has not been determined; that's a component of the deliverable for this project. Lexington wants an exhibit as described in the RFQ that can be used to subdivide a PS/WWS parcel from the existing 1941 Hume Road parcel so that a target site is secured prior to detailed design work (separate RFQ). The physical location and description of the ingress and egress easement needed will be dictated by the PS/WWS site decisions.

What is the intended meaning of "level and boundary survey" on Page 2 of the project scope? More specifically, what is meant by "level"?

Level means topographic.



Should we exclude private utility locate services from our Fee Proposal?

Depends on one's definition of "private".

Kentucky Public Service Commission utilities – locates of their existing utilities along the corridor would likely be beneficial in determining the viability of the corridor for its intended use.

Privately owned utilities belonging to the parcel owners – not necessary for this project.

Does the project require topographic survey for the properties at 2180 Call Road and 2201 Elkhorn Road?

No

The RFP states that 50' temporary easement and 30' permanent easement is required on sewer lines, for a total corridor of 80'. Please confirm the required width for the topographic survey of the corridor for each sewer line. Is it 80' or more?

160 feet in width

Is it acceptable to prepare a Final Record Plat for 1941 Hume Road to subdivide the pump station/storage tank site, create the 20' access easement from Hume Road to the pump station site and create the new sewer easements, with Metes and bounds descriptions provided for all new easements that reference the recorded Final Record Plat?

Plat for the Partial Public Acquisition at 1941 Hume Road shall be prepared in accordance with the filing requirements of the LFUCG Division of Planning Services Section. Typically, a Minor Subdivision Plan (MNSUB) that will include new easements. Written legal Metes and Bounds descriptions required.

Is it acceptable to prepare an Easement Minor Plat for 1900 Hume Road to show the location of the new sewer easements along with metes and bounds descriptions of the new easements, which will reference the recorded easement minor plat?

The acquisition of easements does not require a Plat filed through the LFUCG Division of Planning. It is acceptable to prepare an Easement Exhibit Drawing to include all information required by Kentucky Law to record the new easements at 1900 Hume Road. Written legal Metes and Bounds descriptions required.

May we obtain a CADD file or Google Earth .kmz of the Line C, D, E, and F alignments?

Not at this time.

Does LFUCG require the full boundary survey for each parcel, or just the minimum required to complete the easement exhibits and other requirements of the RFP?

The partial land acquisition for 1941 Hume Road requires completion of a boundary survey. The easements acquisition for 1900 Hume Road does not require a full boundary survey, however minimum legal requirements and RFP requirements are to be met.

Does the project require topographic survey for the properties at 2180 Call Road and 2201 Elkhorn Road?

No, not at this time.





Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: John B. Steinmetz



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 Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Josh Banks on this the 20 day
of August, 2025.

My Commission expires: 2-14-28



MICHELLE M. GIFFORD
NOTARY PUBLIC

STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES
NOTARY ID#

2-14-28
KyNP2798

Michelle M. Gifford
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

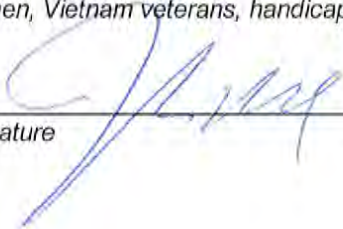
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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

Signature



Banks Engineering, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Banks Engineering, Inc.

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	1		1													1	
Professionals	8	8														8	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	4	4														4	
Field Survey Crew	3	3														3	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	16	15	1														

Prepared by: John B. Steinmetz / Senior Engineer Date: 08 / 20 / 25

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Banks Engineering, Inc.

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

Contact Name: John B. Steinmetz, PE Title: Senior Engineer

Telephone Number: (859) 421-9695 Fax Number: _____

Email address: jsteinmetz@banksengineering.net



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 25-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Civil Design, Inc. 9400 Bunsen Pkwy #150 Louisville, KY 40220 (502) 242-9059 jdrury@civildesigninc.com	WBE	Field Surveys	\$4,550	12%
2.				
3.				
4.				

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

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be

terminated shall include, but shall not necessarily be limited to:

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

B. At Will Termination

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

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

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

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

Signature

8/20/25

Date

**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

4-9-22
Date

President
Title