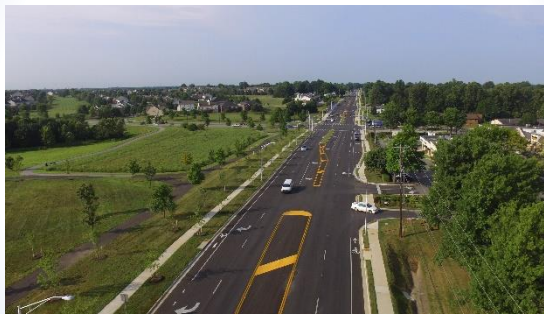


STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES – RFQ #38-2016

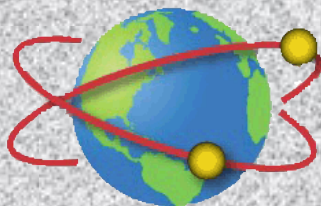
PREPARED FOR:
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT



CONTRACT 1 – ROADWAY CORRIDOR AND INTERSECTION DESIGN / PLANNING



PREPARED BY:



BANKS
Engineering, Inc.

NOVEMBER 10, 2016



November 10, 2016

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

RE: RFQ #38-2016 Professional Engineering Services Contract 1 – Roadway Corridor and Intersection Design Planning

Mr. Slatin:

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:

- Summary of Qualifications, addressing the identified selection criteria
- Project Team, identifying key team members and their applicable experience
- Client List and Descriptions of Similar Projects
- Local Office and DBE Involvement
- Supporting information and required forms

Banks Engineering is currently partnering with the Urban County Government on the planning and design for multi-modal corridor improvements for Euclid Avenue and Avenue of Champions. While with another firm, Banks team members have also performed planning and design services for many LFUCG projects including the Clays Mill Road Improvements, the Southland Bike Lane Improvements, and several other transportation projects. Banks Engineering is prequalified by the Kentucky Transportation Cabinet (KYTC) for projects to be covered in this RFQ.

Banks Engineering has the experience and qualifications to provide excellent service and assistance to the Urban County Government with the projects covered under this RFQ due to our extensive experience with Urban County Government transportation projects, and our relationships with the staff of the Urban County Government and KYTC's local District 7 office (for LPA projects).

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.

John B. Steinmetz, P.E.
Senior Engineer

FIRM QUALIFICATIONS

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.

Transportation projects are 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
- Woodland Triangle Intersection Improvements

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

EXECUTIVE SUMMARY

- **Qualifications of professional personnel** – The Banks project managers, Frank Pruitt and John Steinmetz, have proven reliability in partnering with LFUCG in the completion of many projects over the past 20 years including two of the most high-profile recent projects - the Clays Mill Road Improvements and the Sanitary Sewer Remedial Measures Plans.

The Clays Mill Road Improvements project may be the most controversial project in LFUCG history, and attaining consensus required extensive coordination with stakeholders, the 17-member advisory committee, and local residents. The cost of this 3.7-mile corridor improvements project will be approximately \$30 million when it is complete.

The Remedial Measures Plans were required to be completed on a strict schedule mandated by the US EPA, and Mr. Steinmetz coordinated the work of multiple consultants with LFUCG Division of Water Quality staff to develop \$591 million in proposed improvements to eliminate sanitary sewer overflows.

The RMP development included coordination with multiple stakeholders including the University of Kentucky, the Lexington Homebuilders Association, and numerous neighborhood associations.



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 managers.

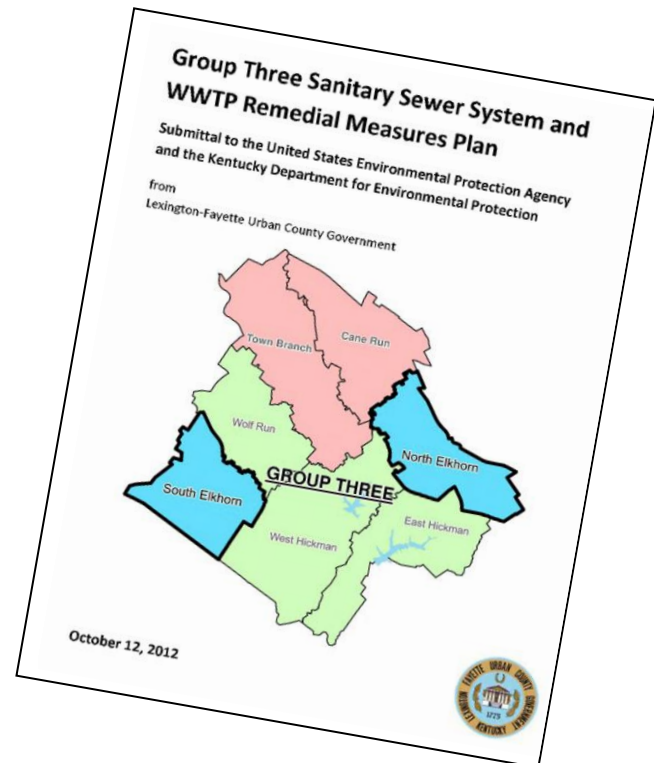
The Banks staff members have also assisted the City of Berea with numerous transportation projects over the past 20 years, ranging from shared use paths to the \$40 million Berea Bypass. This long-standing relationship is another indication of our dedication to providing excellent service to our clients.

- **Past record of performance** – Banks Engineering’s workload from its startup to the present has come primarily from repeat business and word-of-mouth referrals, an indication that the firm’s service and production has been consistently excellent. This project will be led by John Steinmetz and Frank Pruitt, who have provided excellent service to LFUCG and other clients for over 20 years.

Urban County individuals who can attest to our character and reliability include Councilperson Jennifer Mossotti, Director of Water Quality Charles Martin, and Municipal Engineer Seniors Keith Lovan and Mark Feibes. Our team’s experience is highlighted above and in the Personnel section of this proposal. Our efficiency is evidenced by the development by John Steinmetz of the Remedial Measures Plans while **meeting every deadline of the strict EPA schedule with no change orders.**

- **Expertise of the proposed project manager** – in addition to the qualifications of Frank Pruitt and John Steinmetz listed above, they have proven repeatedly to the Urban County Government that they can manage large and diverse projects, meeting all budgets and schedules.

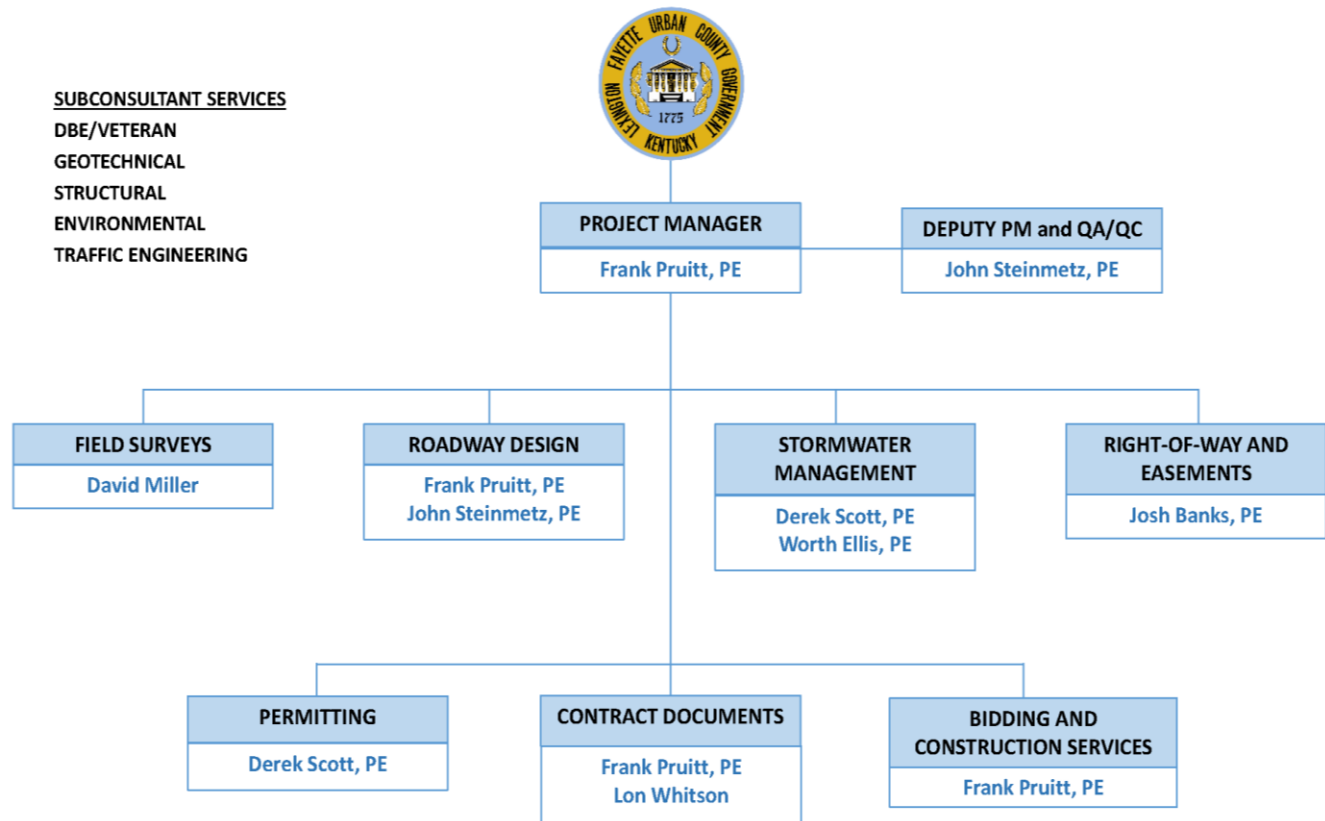
- **Low overhead and efficient service** – Banks Engineering is a relatively small firm with a low overhead, which will result in cost-effective service to the Urban County Government.



PROJECT TEAM

ORGANIZATIONAL CHART

The following graphic illustrates the proposed staffing for each project. Each of these personnel have excellent qualifications for their role in the projects, and has confirmed that their current and anticipated workload will support giving these projects their highest priority.



Risk Management Plan

Frank Pruitt, as Project Manager, will be involved in each significant task in the project. John Steinmetz, as Deputy Project Manager, is also a proven project manager for LFUCG and can take over as project manager if necessary.

**Frank Pruitt, P.E.****PROJECT MANAGER****Education**

B.S. Civil Engineering
University of Kentucky, 1998

Years of Experience - 18

**Field of Expertise**

Mr. Pruitt has a variety of transportation and stormwater management 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 all elements of roadway designs and has significant experience conducting public meetings and coordinating with property owners.

Relevant Project Experience**Euclid Avenue and Avenue of Champions Multi-Modal Improvements - LFUCG**

Project Engineer for multi-modal improvements to this critical urban corridor linking the University of Kentucky campus to the Chevy Chase commercial and residential district. Primary objectives are to enhance the pedestrian and bicycle facilities while improving the aesthetic character of the 1.25-mile corridor.

Clays Mill Road Improvements - Lexington-Fayette Urban County Government

This project involved a scoping study followed by final designs and construction services for approximately 4 miles of 3-lane urban roadways with bike lanes and sidewalks for a “complete street” design concept. The scoping study involved numerous meetings with an appointed advisory committee and numerous public meetings to present designs of alternates and gather feedback.

Berea Bypass Phases I and II - KYTC and the City of Berea, Kentucky

Preliminary and final designs for the preparation of right-of-way and construction plans for approximately 6.5 miles of 4 lane and 2 lane rural roadways with shared use trail.

US 25 Widening - KYTC and the City of Berea, Kentucky

Design of approximately 1.25 miles of 3 lane urban roadway and associated storm drainage systems.

Woodland Triangle Intersection Improvements - Lexington Fayette Urban County Government

Redesign of the triangle intersection of East High Street, East Maxwell Street, and Kentucky Avenue adjacent to Woodland Park to include raised medians to redirect traffic flows and allow for improved pedestrian crosswalk safety, and striping plans to include bike lane facilities.

Southland Drive Bike Lanes - Lexington-Fayette Urban County Government

Rehabilitation of approximately 1 mile of urban roadway to add bike lanes and associated storm drainage improvements.



John Steinmetz, P.E.
DEPUTY PROJECT MANAGER

Education

B.S. Civil Engineering
University of Kentucky, 1982

Years of Experience - 34



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.

Relevant Project Experience

Euclid Avenue and Avenue of Champions Multi-Modal Designs – Lexington, Kentucky

Project manager for the development of new streetscape designs to better accommodate pedestrians, bicyclists, private vehicles, and public buses for this 1.25-mile urban corridor that links the University of Kentucky to the Chevy Chase neighborhood. The project also involves aesthetic improvements to the corridor including relocations of overhead utilities and landscaping.

Berea Bypass – Berea, Kentucky

Project Manager for 5.2 miles of new rural multi-lane arterial highway with a shared path from Interstate 75 to KY 21, including alignment studies, preparation of plans and profiles, public involvement meetings, right of way plans and construction plans.

Clays Mill Road Scoping Study and Improvements – Lexington, Kentucky

Project Manager for the reconstruction of approximately 3.4 miles of urban minor arterial, including extensive public involvement to develop a design that addresses congestion and safety issues while maintaining the character of the corridor. Improvements included widening to add a middle turn lane, bike lanes on each side, and a widened sidewalk to facilitate pedestrian movements.

North Broadway Streetscape Project – Berea, Kentucky

Project Manager for the reconstruction of the primary roadway through Old Town, the crafts center and tourist destination of Berea. Project scope elements included on-street parking, landscaping, signage, sidewalk designs, drainage designs, and consideration of budgetary issues. Sidewalk grades were improved to meet Americans with Disabilities Act requirements at building entrances and intersections.

Cigar Lane Improvements - Kentucky Horse Park

Project Manager for design and construction services for approximately 1 mile of 3-lane roadway with a roundabout. The project was completed on a fast-track schedule to be completed prior to the World Equestrian Games.

**Josh D. Banks, P.E., P.L.S.****RIGHTS-OF-WAY AND EASEMENTS****Education**

B.S. Civil Engineering
University of Kentucky, 2002

Years of Experience - 17

**Field of Expertise**

Mr. Banks has 16 years of experience in the civil engineering field and has managed a wide range of projects in and around Central Kentucky. These projects include surveying, planning services, site development, water distribution systems, sanitary sewer collection systems, stormwater management, permitting, easement acquisition, bidding and construction administration, and inspection.

Relevant Project Experience**Euclid Avenue and Avenue of Champions Multi-Modal Designs – LFUCG**

Principal for the development of new streetscape designs to better accommodate pedestrians, bicyclists, private vehicles, and public buses for this 1.1-mile urban corridor that links the University of Kentucky to the Chevy Chase neighborhood. The project also involves aesthetic improvements to the corridor including relocations of overhead utilities and landscaping.

Indian Fort Trail, Section 3 – Berea, KY

Principal for the design of one mile of shared use path completing the route from the urbanized area of Berea to Indian Fort Theatre.

Eastern Bypass Utility Relocations – Nicholasville Public Utilities

Principal Engineer for the relocation of approximately 10,600 linear feet of 6-inch to 24-inch water mains and 2,330 feet of 8-inch and 18-inch sanitary sewer that were to be impacted by the proposed construction of the Northern and Southern sections of the Eastern Bypass.

Alta Avenue Parallel Sanitary Sewer Project – City of Nicholasville

Project Manager and managed field layout, inspection and construction administrator of approximately 4000 feet of 10-inch and 15-inch sanitary sewers that needed to be replaced in an older section of town.

Town Fork Interceptor Contract 3 – City of Nicholasville, KY

Principal in charge of courthouse research, easement acquisition, survey layout and construction inspection of 3.5 miles of 8-inch to 48-inch sanitary sewer interceptor lines through areas of Nicholasville & Jessamine County to transport sewage from the old Brown Street WWTP to the Jessamine Creek Water Reclamation Facility on the west side of Nicholasville.

**Worth Ellis, PE****STORMWATER MANAGEMENT****Education**

B.S. Civil Engineering
University of Kentucky, 2007

Years of Experience - 10

**Field of Expertise**

Mr. Ellis has 10 years of experience in the design and management of a wide range of projects, including transportation, storm water management, water distribution systems, sanitary sewer collection systems, and private development. Mr. Ellis has extensive experience with site development, storm sewer drainage and detention analysis, roadway design, and utility design. He has assisted numerous municipalities, corporations, private developers and the Kentucky Transportation Cabinet on various projects throughout the state of Kentucky. Throughout his work on these projects, he has coordinated with many utility companies as well as regulatory agencies.

Relevant Project Experience**Fulton Road – Winchester, KY**

Project Engineer for the alignment layout, roadways construction plan preparation, drainage analysis and utility relocation for the connection of Fulton Road and East Fulton Road. This project included the relocation of approximately 2,000 linear feet of 12-inch water line with multiple critical connections and detailed system connection details.

Perryland Road for Begley Properties – Hazard, KY

Project Engineer for layout, roadway construction plan preparation and drainage analysis for a proposed roadway connecting a new school to KY 80 and associated improvements along KY 80 in Perry County Kentucky

Rockcastle County Emergency Operations Center – Mt. Vernon, KY

Project Engineer for civil engineering services for emergency operations center. Performed earthwork analysis to assist in cost estimate evaluations and site selection feasibility. Designed site grading for parking, drives and sidewalks. Graded parking and walkways to be ADA compliant. Provided storm water detention design for site.

Midway Station for Anderson Communities – Midway, KY

Project Engineer for the design of a 179-acre mixed use development. Performed site visits to assess proposed options of the development. Assisted with the development of construction plans, assisted with both pre- and post development drainage analysis and aided in the storm sewer design for the site.

**Lon Whitson****CONSTRUCTION DOCUMENTS****Education**

Drafting and Design
Kentucky State University, 1987

Years of Experience - 30

**Field of Expertise**

Mr. Whitson has over 25 years of experience producing exhibits, mapping, drawings and designs using Geographic Information System (GIS) and computer aided drafting and design software (CADD) in the civil, architectural, GIS and mechanical disciplines.

Relevant Project Experience**Euclid Avenue and Avenue of Champions Multi-Modal Designs – LFUCG**

CADD Tech for the development of new streetscape designs to better accommodate pedestrians, bicyclists, private vehicles, and public buses for this 1.1-mile urban corridor that links the University of Kentucky to the Chevy Chase neighborhood. The project also involves aesthetic improvements to the corridor including relocations of overhead utilities and landscaping.

Indian Fort Trail, Section 3 – Berea, KY

CADD Tech for the design of one mile of shared use path completing the route from the urbanized area of Berea to Indian Fort Theatre.

Berea Traffic Study – Berea, KY

Preparation of graphics and exhibits for an urban traffic study using the City's GIS information and aerial orthophotos.

East Nicholasville Bypass Section 2 Utility Relocation – Nicholasville, KY

Preparation of construction documents for the relocation of water distribution and sanitary sewer facilities to accommodate Section 1 and Section 2 of the East Nicholasville Bypass.

LIST OF CLIENTS FOR SIMILAR WORK

Lexington-Fayette Urban County Government
Division of Planning and Public Works
Mr. Keith Lovan, Mr. Mark Feibes
(859) 258-3410
klovan@lexingtonky.gov
mfeibes@lexingtonky.gov

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

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

- Euclid Avenue and Avenue of Champions Multi-Modal Improvements – LFUCG
- Clays Mill Road Improvements – LFUCG
- Woodland Triangle Intersection Improvements – LFUCG
- Southland Drive Bike Lanes – LFUCG
- Mason Headley Road Improvement – LFUCG
- Cardinal Run Park – Parkers Mill Road Widening – LFUCG
- Cigar Lane Improvements – Kentucky Horse Park (Finance & Administration Cabinet)
- Berea Traffic Study
- Indian Fort Trail – City of Berea
- Mayde Road – KY 595 Bike Path Connector – City of Berea
- Jane Drive Improvements – City of Berea
- US 25 Widening – KYTC and the City of Berea, Kentucky
- Glades Road Reconstruction – Berea, Kentucky
- Berea Trail Master Plan – City of Berea, Kentucky
- Saron Drive Extension to Clearwater Way – LFUCG
- Boone Street Intersection Relocation and Drainage Improvements – Berea, Kentucky
- Carol Road Traffic Study – Winchester, Kentucky
- Menelaus Road Widening – Berea, Kentucky
- US 60 Bridge Replacement and Roadway Reconstruction – Rowan County, Kentucky (KYTC)
- Walnut Street Redevelopment CDBG Project – Nicholasville, Kentucky
- U.S. 23 Reconstruction and Widening – Boyd County, Kentucky (KYTC)

FIRM REFERENCE PROJECTS

CLAYS MILL ROAD IMPROVEMENTS Lexington-Fayette Urban County Government Lexington, KY

While with another firm, Banks Engineering's senior engineers served as project manager and lead design engineer for a corridor scoping study and final designs for Clays Mill Road from south of Man o' War Boulevard to Harrodsburg Road, a 3.7-mile arterial within a residential setting. Building public understanding and trust played a major role in the process, and a 22-member advisory committee was formed at the beginning of the project. Representatives from the residential community, corridor users, churches, schools, business leaders, elected officials and several divisions within the Urban County Government formed the majority of the advisory committee. Public meetings and regular advisory committee meetings were conducted to inform and gain public consensus for the project. Project considerations:

Reference:

Mr. Keith Lovan, PE
LFUCG Div. of Engineering
101 E. Vine Street, 4th Floor
Lexington, Kentucky 40507
(859) 258-3410

- Developing alternatives that address traffic capacity and safety issues while maintaining the residential neighborhood character of the corridor.
- Conducting alignment studies to improve geometrics, reduce congestion, and minimize impacts of construction.
- Improving pedestrian and non-motorized vehicular circulation by including sidewalks and bike lanes along the entire corridor to develop a "complete street".
- Conducting an Environment Assessment to identify any potential adverse impacts.
- Conducting an extensive traffic capacity study and a safety study.
- Implementing a continuous public involvement process including presentations to local organizations and neighborhoods.
- Preparation of a scoping study, final design plans, contract documents, and implementation plan.
- Assistance with bidding and construction of multiple project phases.



This project was one of the most controversial Lexington projects in history, and the successful consensus-building effort ended two decades of controversy.

Project Status:**3 of 4 phases constructed****Project Cost: \$30 Million +/-**

URBAN ROADWAY IMPROVEMENTS / BICYCLE LANES

Lexington, KY

While with another firm, Banks Engineering's senior engineer managed the design and preparation of construction documents for two separate urban roadway improvements to add bicycle lanes and enhance pedestrian safety.

Southland Drive Bike Lanes

Rehabilitation of approximately 1 mile of urban roadway to add bike lanes and associated storm drainage improvements. This project included resurfacing of Southland Drive and the construction of a section of sidewalk through a railroad overpass constriction.



References:

Mr. Keith Lovan
Mr. George Milligan
LFUCG Engineering
101 East Vine Street
Lexington, KY 40507
(859) 258-3410

Woodland Triangle Intersection

Redesign of the triangle intersection of East High Street, East Maxwell Street, and Kentucky Avenue adjacent to Woodland Park including raised medians to redirect traffic flows and allow for improved pedestrian crosswalk safety, and striping plans to include bike lane facilities.

Both of these projects included the following services:

- Alignment development to provide the planned level of service and improve safety
- Review of alternatives to avoid or minimize property and utility impacts, right-of-way acquisition, and construction cost
- Preparation of plan and profile sheets using the Lexington-Fayette Urban County Government's GIS mapping supplemented by additional field surveys
- Drainage designs, connecting to and improving existing drainage facilities



Project Status:
Constructed in 2014
Project Cost: \$600,000 +/-

LOCAL OFFICE (Attachment 1)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on LFUCG projects
Headquarters	Nicholasville, KY	2009	12	8
Local Office	Nicholasville, KY	2009	12	8
PM Location	Nicholasville, KY			
Sub Consultants:				
All sub consultants shall be Lexington firms				

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 sub consultant(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. Sub consultants will be chosen for individual projects based on the specific scopes of work.

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.

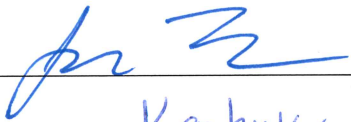
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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 Jason Banks on this the 9 day
of November, 2016.

My Commission expires: 1-26-20



NOTARY PUBLIC, STATE AT LARGE



MICHELLE M. GIFFORD
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES 1-26-20
NOTARY ID# 549303

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:

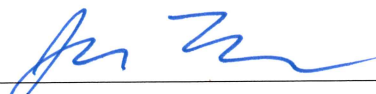
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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																	
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

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



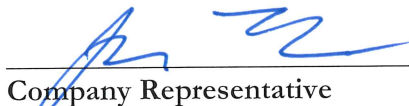
LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference # 38-2016

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. To be determined	MBE / WBE			10% min.
2. 2020 Land Surveying 2216 Young Drive Lexington, KY 40505 (859) 351-2171 jdd75@msn.com	VOB	Field Surveys		3% min.
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

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.

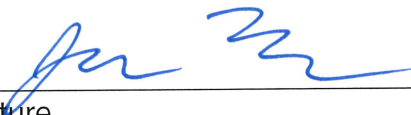
B. At Will Termination

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.

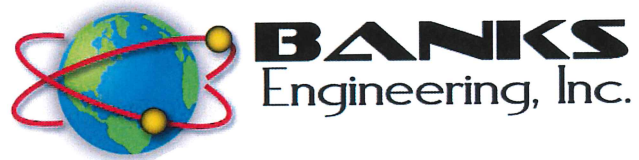
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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