

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 21, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BANKS ENGINEERING, INC., 1211 Jessamine Station, Nicholasville, Kentucky (**CONSULTANT**). **OWNER** intends to proceed with the RFQ for the Design of Multi-Modal Corridor Improvements for Euclid and Avenue of Champions as described in the attached Exhibit A, "Request for Proposals/Scope of Professional Services and Related Matters, RFP #42-2015." The services are to include customary professional design and engineering services for approximately 1.2 miles of multi-modal streetscape improvements along Euclid Avenue and Avenue of Champions. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Professional Services and Related Matters, RFP #42-2015" (including Appendices and Addendums), and attached Exhibit C the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to RFP #42-2015), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D "Further Description of Basic Professional Services and Related Matters."

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Professional Services and Related Matters" for project schedules.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**. The lump sum total of all task orders is not to exceed \$317,000.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S**

Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney’s fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend

such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

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

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

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

Coverage

Limits

General Liability

\$1 million per occurrence,
\$2 million aggregate
(Insurance Services Office Form
CG 00 01) or \$2 million combined
single limit

Commercial Automobile Liability

Combined single, \$1 million per
occurrence
(Insurance Services Office
Form CA 0001)

Professional Liability

\$1 million per occurrence,
\$3 million aggregate

Worker's Compensation

Statutory

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

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

6.9.5. RENEWALS

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

evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.6. VERIFICATION OF COVERAGE

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

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

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

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Jonathan Hollinger, Administrative Officer Senior, (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

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

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF PROFESSIONAL SERVICES
AND RELATED MATTERS**

RFP #42-2015



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#42-2015 Design of Multi-Modal Corridor Improvements for Euclid and Avenue of Champions** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **September 14, 2015**.

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

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

RFP #42-2015 Design of Multi-Modal Corridor Improvements for Euclid and Avenue of Champions

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district,

or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Project approach and proposed process to accomplish the scope of work for the project, including the degree to which the scope of work is satisfied by the proposal and cost. 20 pts
2. Specialized experience and technical competence of the person, firm, or joint venture in multi-modal streetscape design, including the quality of previous related design. 20 pts
3. Capacity of person, firm, or joint venture to perform the multi-modal streetscape design, including the ability to work with all project stakeholders. 10 pts
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. 10 pts
5. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 pts
6. Familiarity with the corridor, the scope of work, and other elements of the project. 20 pts
7. Degree of local employment to be provided by the person or firm. 10 pts

See additional information about selection criteria in specifications.

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

Questions shall be submitted via Economic Engine at: <https://fucg.economicengine.com>

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**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 goal for the utilization of Disadvantaged Business Enterprises 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	TTYRA@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paaatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00471865

REQUEST FOR PROPOSAL

RFP 42-2015 Design of Multi-Modal Corridor Improvements for Euclid and Avenue of Champions

Overview

The Lexington Fayette Urban County Government (LFUCG) is requesting proposals from qualified firms for professional design and engineering services to provide design of approximately 1.2 miles of multi-modal streetscape improvements along Euclid Avenue and Avenue of Champions. The current scope includes the entirety of Euclid Avenue from its intersection with High St, to the Rose St, and Avenue of Champions from its intersection with Rose Street to South Upper. LFUCG reserves the right to alter the project boundaries as design scenarios are explored.

The goal of this project is to improve the multi-modal infrastructure along this corridor, providing attractive facilities for cyclists, pedestrians, and motorists, which will encourage economic activity and integrate the University of Kentucky Campus, the surrounding neighborhoods, and commercial districts into the corridor.

Consultants must have the experience necessary, such as civil engineering, environmental services, transportation planning, and landscape architecture to professionally assist LFUCG in designing this project.

The scope of work includes:

- Public Engagement
- Analysis of Multi-Modal Configuration
- Analysis of Utility Relocation and Burial
- Project Coordination
- Field Survey
- Detailed Cost Estimates
- Rights-of-Way and Easements (where applicable)
- Plans, Specs, and Bid Documents

Budget and Selection Process

The project budget is \$350,000. The contract will be awarded as a lump-sum contract with payment at various project milestones, upon satisfactory completion of deliverables as determined by LFUCG. Proposals will be evaluated using LFUCG's procurement guidelines and with respect to the extent to which scope of work and deliverables are satisfied within the stated budget. In the event the consultant does not believe they can satisfy the scope of work within the project budget, proposals are expected to prioritize the elements of the scope of work.

The selected consultant will have access to all LFUCG geographic data. Including, but not limited to, streets, building outlines, impervious surface, storm and sanitary facilities, parcel lines, recent aerial imagery, and other relevant information.

Kentucky Transportation Cabinet pre-qualification in Urban Roadway Design and Pedestrian & Bicycle Facility Planning & Design is required.

Scope of Work

Public Engagement

Understanding the needs of users of the corridors, neighboring residents, businesses, and institutions, and other stakeholders is critical to a good design process.

The consultant will be responsible for conducting public engagement activities in conjunction with LFUCG staff to solicit input from, and distribute information to, neighborhood residents, institutions, businesses, students, and other stakeholders in this project. The nature of the engagement may include, but is not limited to, public meetings, online surveys and engagement, focus groups, and meetings with key stakeholders. Public engagement may also include presentations to community groups, the Urban County Council and other stakeholders. The nature and amount of the public engagement performed by the consultant may be subject to change and some duties may be performed by LFUCG staff in lieu of the consultant. The consultant is responsible for all exhibits required at public meetings and for summaries of the meetings where their attendance is requested by LFUCG.

Analysis of Multi-Modal Configuration

Serving all modes of transportation is a key element of the project.

The consultant shall perform detailed analysis of the proposed multi-modal configuration. Multiple alternatives may be explored, including, but not limited to, protected bike facilities, widened pedestrian facilities, expanded opportunities for landscaping, and other amenities. The consultant shall analyze the impact of all proposed design elements on the safety of all users, parking, access management, and other relevant criteria.

Analysis of Utility Relocation and Burial

The Euclid Corridor has significant overhead utility infrastructure which contributes to poor pedestrian access and visually clutters the corridor. Examination of methods to remediate these conditions is an important element of this project.

The consultant shall coordinate with each utility company that has facilities within the scope of the project. Options and cost estimates for moving facilities, either laterally as necessitated by proposed improvements, or moving utilities from overhead to underground, are to be explored as necessary to properly evaluate alternatives.

Project Coordination

This project is aimed to capitalize on planned sewer improvements by LFUCG and other construction by the University of Kentucky. Coordinating these efforts is critically important to this project and will provide the maximum impact with the least disruption to businesses, neighborhoods, and institutions along the corridor. The sewer improvements are scheduled for construction in 2019 and construction on the University of Kentucky campus is ongoing.

The consultant shall organize coordination with the Kentucky Transportation Cabinet (KYTC), the University of Kentucky, utility companies, LFUCG Departments and Divisions, and other stakeholders as necessary.

Field Survey

Detailed survey information is critical to understanding the opportunities and limitations on the corridor.

The consultant shall complete a field survey. The minimum requirements for the field study shall include, but are not limited to:

- Topography showing all existing structures, fences, and other permanent infrastructure.
- Location of existing sidewalk
- Location of overhead and underground utilities
- Location of storm and sanitary sewers
- Location of significant trees and vegetation
- Locations of all existing easements in the project area
- Location of existing corner monuments and R/W markers
- Cross sections taken at 50-foot stations or as otherwise needed;
- Profiles of pertinent existing infrastructure

The elevations of utilities, sewers, and other critical items shall be verified during the field survey. Such verification shall be carefully coordinated with the appropriate parties (e.g., utility companies, LFUCG). If digging operations, permission, etc. are necessary in certain instances it shall be the responsibility of the consultant to see to it that they are performed properly and to get appropriate approvals.

Detailed Cost Estimates

In order to plan for future capital expenditures, detailed cost estimates are required prior to final construction documents.

The consultant shall prepare detailed cost estimates at each intermediate stage of the design and at the completion of the design. Each total construction cost estimate shall be accompanied by subtotal cost estimates for each design item, total utility relocation, and total right-of-way acquisition.

Rights-of-Way and Easements

If required, plats shall be prepared for acquisition of right-of-way, and they shall meet all requirements of the LFUCG Planning Commission, Department of Law and KYTC

Permanent and temporary easements shall be drawn to sufficient scale to be clear and distinguishable, and such drawings shall meet the requirements of the LFUCG Division of Engineering.

The Consultant shall provide a legal description for each right-of-way and easement taking and perform necessary appraisals and title searches.

Plans, Specs, and Bid Documents

All plans shall be created in conformance with applicable federal, state and local standards and requirements, including but not limited to:

- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- Manual on Uniform Traffic Control Devices
- Public Rights-of-Way Accessibility Guidelines
- ADA Best Practices
- All LFUCG Engineering Manuals and standard drawings
- All LFUCG Zoning regulations and the Code of Ordinances provisions.

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

- | | |
|--------------------------|---|
| a. Plan Sheets | 1" = 20' |
| b. Profile sheets | 1" = 20' horizontal
1" = 2' vertical |
| c. Cross sections sheets | 1" = 5' horizontal
1" = 5' vertical |

Final design plans, construction drawings, specifications, and total estimates shall be prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky. All plans are subject to review by the LFUCG Division of Engineering and applicable KYTC divisions.

Preliminary plans shall include, but are not limited to: existing topography and infrastructure, street addresses, proposed placement of the multi-modal improvements, typical proposed section, proposed intersection improvements, critical cross sections, line and grade review information, amenities, landscaping and cost estimates. The plan shall also include all property lines including side lot lines. These can be per record in areas where disturbance is limited to R/W. In areas where easements or right of way is required, property lines need to be accurate. Preliminary plans shall be so identified; the Consultant shall deliver two paper copies to the Division of Engineering, and the Consultant shall deliver one paper copy to each utility company via certified mail or by hand delivery with signed receipt.

Final plans shall contain the completed and approved information provided by the preliminary plans. Final plans shall also include, but are not limited to a cover sheet, quantities summary, general notes, utility company information, plan and profile sheets, development sheets, cross section sheets, reference points, detail sheets, typical sections, and right of way sheets.

All sheets shall be inked mylar or equivalent and shall be submitted in a common acceptable format including a "dwg" and "shape" file format. The LFUCG owns all rights to data and files associated with project

After final plans are reviewed by the LFUCG Division of Engineering and other necessary agencies and changes incorporated, the Consultant shall again deliver, as stated above, one paper copy of the final plans to each utility company, and a complete plan set shall be delivered to Lynn Imaging for the bidding process. The Consultant shall deliver three (3) paper copies of the final plans, specifications, and bid documents to the Division of Engineering and shall deliver the final mylar sheets or equivalent, electronic drawings and a digital specification file to the Division of Engineering, or to another designated location.

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2016

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

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

PRODUCER Richard Woolums 872 Wilmore Rd Nicholasville, KY 40356	CONTACT NAME: PHONE (A/C. No. Ext): 859-885-5884 FAX (A/C. No.): 859-885-5140 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Farm Fire and Casualty Company 25143 INSURER B: KEMI INSURER C: State Farm Mutual Automobile Insurance Company 25178 INSURER D: INSURER E: INSURER F:
INSURED Banks Engineering Inc. 1211 Jessamine Station Nicholasville, KY 40356	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			97-BP-H998-0	06/22/2016	06/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			195 5141-E12-17A 268 6101-A13-17 284 6118-B31-17	05/12/2016 07/13/2016 02/29/2016	11/12/2016 01/13/2017 08/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			370115	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY - ARCHITECTS & ENGINEERS			PS0000005060701	12/11/2015	12/11/2016	\$1,000,000- Limit of Liability

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

CERTIFICATE HOLDER

CANCELLATION

LFUCG 200 E Main St Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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EXHIBIT C

PROPOSAL OF PROFESSIONAL SERVICES

AND RELATED MATTERS

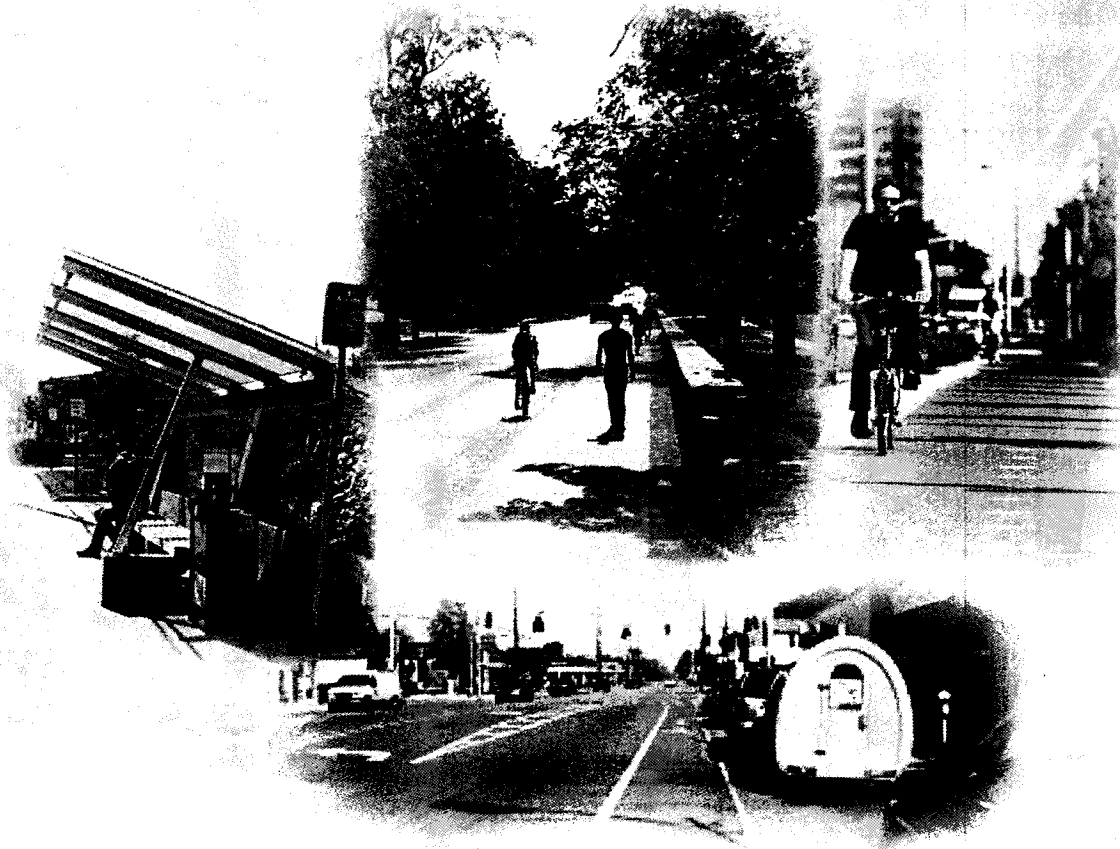


Exhibit C

Lexington-Fayette Urban County Government
RFP 42-2015

DESIGN OF MULTI-MODAL CORRIDOR IMPROVEMENTS FOR EUCLID AND AVENUE OF CHAMPIONS

September 14, 2015



Prepared by



BANKS
Engineering, Inc.





September 14, 2015

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

RE: RFP #42-2015 Design of Multi-Modal Corridor Improvements for Euclid and
Avenue of Champions

Mr. Slatin:

Banks Engineering is pleased to submit the enclosed Statement of Qualifications (SOQ) in response to Request for Proposals (RFP) #42-2015. We have assembled a highly qualified team of professionals with proven experience on complex projects for the Urban County Governments and which also brings nationally-recognized expertise in multi-modal complete streets designs.

To facilitate your review, we have formatted the SOQ in accordance with instructions in the RFP and includes the following information:

- Summary of Qualifications, addressing the identified selection criteria
- Project Approach, summarizing our understanding of the project
- Organizational Chart of our project team
- Resumes of key team members
- Descriptions of similar projects
- Supporting information and required forms

The Banks Engineering Team includes the following firms:

- ***Sprinkle Consulting***, an award-winning national leader in multi-modal and complete streets design who has completed previous multi-modal planning projects for LFUCG
- ***Rundell Ernstberger Associates***, recognized by its peers in the Landscape Architectural profession as the leading site design firm in the Midwest, Rundell Ernstberger Associates has received more than 50 local, national and international design awards in the past 33 years
- ***Palmer Engineering***, a premier Central Kentucky transportation firm who recently completed related streetscape work on Euclid Avenue in Chevy Chase
- ***Third Rock Consultants***, who has a long history of assisting LFUCG with a variety of environmental and stormwater services

Mr. Todd Slatin
September 14, 2015
Page 2

We believe our team is the most qualified to assist the Urban County Government with this project due to our extensive experience with LFUCG transportation, bicycle, and pedestrian facilities, our familiarity and relationships with the Urban County Government and local utilities, our nationally-renowned team members, and our in-depth understanding of the issues to be addressed with this project.

Thank you for considering our qualifications. If you have any questions or need additional information, please contact me at (859) 421-9695.

Very truly yours,
Banks Engineering, Inc.

John B. Steinmetz
Senior Engineer

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1. SUMMARY OF QUALIFICATIONS

The information below summarizes why the Banks Team is the Urban County Government’s best choice for the design of the Euclid Avenue and Avenue of Champions Multi-Modal Corridor Improvements. This information is formatted to address each of the selection criteria listed in the Request for Proposal (RFP).

Project Approach and degree to which the scope is accomplished - The Banks Team is comprised of firms and key staff who are highly experienced with not only planning, but with designing, engineering, implementing, and also operating a wide variety of multi-modal and streetscape infrastructure including the internationally acclaimed Indianapolis Cultural Trail cycle track and St. Petersburg’s NACTO-noted Pinellas Trail – 1st Avenue South Cycle Track. Our team members have many other high-end designs underway or under construction; one example being Kansas City’s Grand Boulevard’s Protected Bikeways.

We have reviewed the numerous related planning studies for the project corridor, as well as the original KYTC construction plans. Our team members have lived and worked in Central Kentucky and many attended the University of Kentucky. We are very familiar with the corridor and issues to be addressed in this project as evidenced by the information included in our Project Approach in the next section. A detailed Budget Analysis is included at the end of the Approach that concludes: **If the selected alternate fits within existing rights-of-way, our team can complete the entire scope of work within the specified \$350,000 budget.**

1. Specialized Experience - The Banks Team brings nationally-recognized expertise in multi-modal planning, combined with local transportation experience that has served the Urban County for decades. Team members have provided planning and design services for high-profile multi-modal corridors in many communities, including:

- Indianapolis Cultural Trail cycle track
- St. Petersburg’s Pinellas Trail – 1st Avenue South cycle track
- Kansas City’s Grand Boulevard’s Protected Bikeways
- University Avenue Multimodal Corridor Project, Gainesville, Florida
- McDonough Street Complete Street, Decatur, Georgia

Banks Engineering is a local engineering firm that includes two senior engineers that have managed critical transportation projects for LFUCG for the past 20 years. **John Steinmetz and Frank Pruitt** managed and designed the following relevant projects for LFUCG:

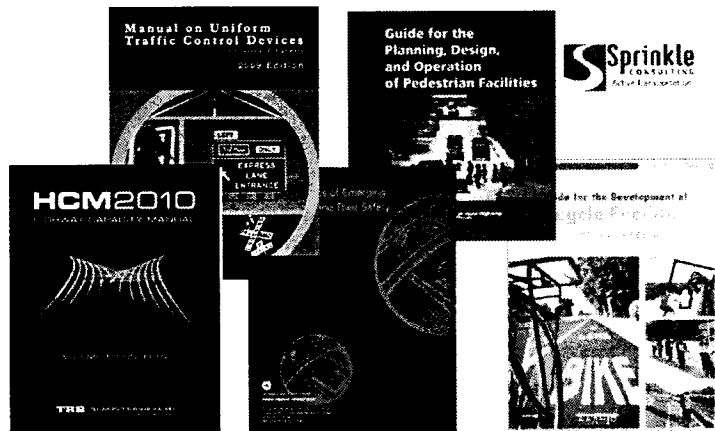
- Clays Mill Road Improvements
- Southland Drive Bike Lanes
- Woodland Triangle Streetscape Improvements
- Sanitary Sewer Remedial Measures Plans
- Numerous other transportation and stormwater projects



Sprinkle Consulting is a research, planning, and engineering organization established in 1979 that works nationwide serving all aspects of active transportation design. Sprinkle’s projects include complete street design, bicycle and pedestrian planning, research studies on safety and operational characteristics for non-motorized modes, corridor improvements, and the development of new evaluative and predictive tools for planners and engineers. Grounded in traditional transportation planning and engineering, Sprinkle develops cutting-edge methods and technologies to provide innovative and reliable design solutions to the common challenges faced by transportation agencies seeking to better integrate bicyclists and pedestrians into their roadway systems. Sprinkle specializes in the development and design of multi-use pathway or cycle track facilities that are innovative and responsive to the community, and yet are safe and effective.

Of particular relevance to this project is Sprinkle’s decades of experience optimizing corridors and helping state, county, regional, metropolitan, and local agencies across North America accommodate all modes of transportation within confined corridors. Sprinkle’s key staff for this project are not only proficient in corridor planning, but are also practitioners—and teachers—of non-motorized facility design, construction, and operations. Staff members share their expertise with roadway design and traffic engineers across the country as **principal instructors of the National Highway Institute’s (NHI) Bicycle Facility Design and Pedestrian Facility Design courses.**

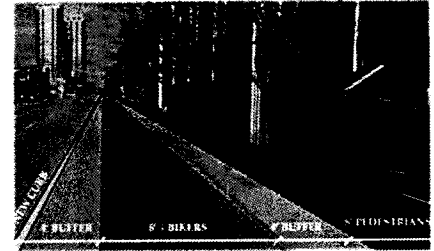
Sprinkle’s design projects include traditional sidewalk and hybrid walkway and bikeway design and construction along high-volume suburban arterials, “buffered” bike lanes and shoulders, independently aligned pathways (“rail-trails”) and pathways immediately adjacent to roadways. They are known nationwide as specialists in accommodating bicycles and pedestrians in especially challenging corridors. Their research is published in the *Transportation Research Record*, *Public Roads*, the *ITE Journal* and in numerous facility design manuals and guidelines throughout North America. **Sprinkle developed the innovative and widely used Bicycle Level of Service Model, the Pedestrian Level of Service Model and the Latent Demand Method. The level of service models are central elements in the new *Highway Capacity Manual* update. Sprinkle staff conducted the seminal FHWA study *Characteristics of Emerging Road and Trail Users and Their Safety*, which is the**



foundation for many of the criteria in the AASHTO *Guide for the Development of Bicycle Facilities*. Sprinkle staff was also entrusted to prepare the outline and scope for the AASHTO Bike Guide. Theo Petritsch of Sprinkle Consulting helped write the AASHTO *Guide for the Planning, Design, and Operations of Pedestrian Facilities* and is currently leading the update to this document. Sprinkle Consulting's designs have also been cited as best practice in FHWA's *Separated Bike Lane Planning and Design Guide*.

Rundell Ernstberger Associates (REA) was established in 1979 to provide land planning, urban design, and landscape architectural services. The present staff includes seven registered landscape architects and six graduate landscape architects in three offices in Indiana and Kentucky. Since its formation, Rundell Ernstberger Associates has participated as prime consultants to municipalities, governmental agencies, non-profit organizations, private institutions, and universities in more than twenty states. Its growth and success can be attributed to the fact that the partners share a common vision of excellence in all forms of development and design on the land.

REA works with communities to turn their visions into realities. Recognized by its peers in the Landscape Architectural profession as the leading site design firm in the Midwest, REA has received more than 50 local, national and international design awards in the past 30 years including for the Cultural Trail in Indianapolis.



Palmer Engineering is a Central Kentucky firm with a transportation focus that has worked extensively with the Urban County Government in recent years. Palmer's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially-accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. Palmer designed the recent Chevy Chase Streetscape Improvements



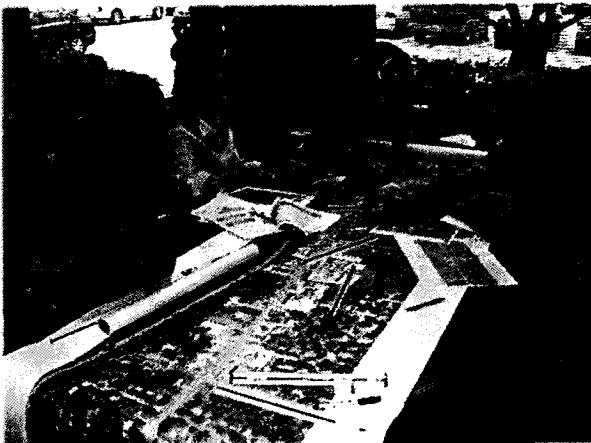
for LFUCG and has extensive experience with urban streetscape projects in Central Kentucky and other locations.

Third Rock Consultants is a certified DBE firm that is exclusive to the Banks Team, and has provided extensive environmental and stormwater services to the LFUCG for many years. **Third Rock has served on the Storm Water Project Management Team for LFUCG since 2001 and has developed assessments of all LFUCG watersheds.** Third Rock's staff of professional engineers, ecologists, and planners provide a full slate of professional consulting services ranging from macroinvertebrate identification and endangered species surveys to restoration design and construction.

- 2. **Capacity to perform the project and ability to work with Stakeholders** – The Banks Team project manager, John Steinmetz, has proven reliability for 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 Division of Water Quality staff to develop \$591 million in proposed improvements to eliminate sanitary sewer overflows. Two of the 82 proposed projects are along the Avenue of Champions and Euclid Avenue corridors. The RMP development included coordination with multiple stakeholders including the University of Kentucky, the Lexington Homebuilders Association, and numerous neighborhood associations.



As listed above, the Banks Team has extensive specialized experience in multi-modal streetscape design on a national, award-winning level and bringing the combined capacity of experts of this caliber is an indication of the importance of this project to us and the community. We commit to making this project a critical priority for the team.

Lexington firm, and Palmer Engineering's work will be conducted in its Lexington office. The Banks Team includes two other consultants of national prominence, Sprinkle Consulting and Rundell Ernstberger Associates, whose level of expertise cannot be found in Lexington or Central Kentucky.

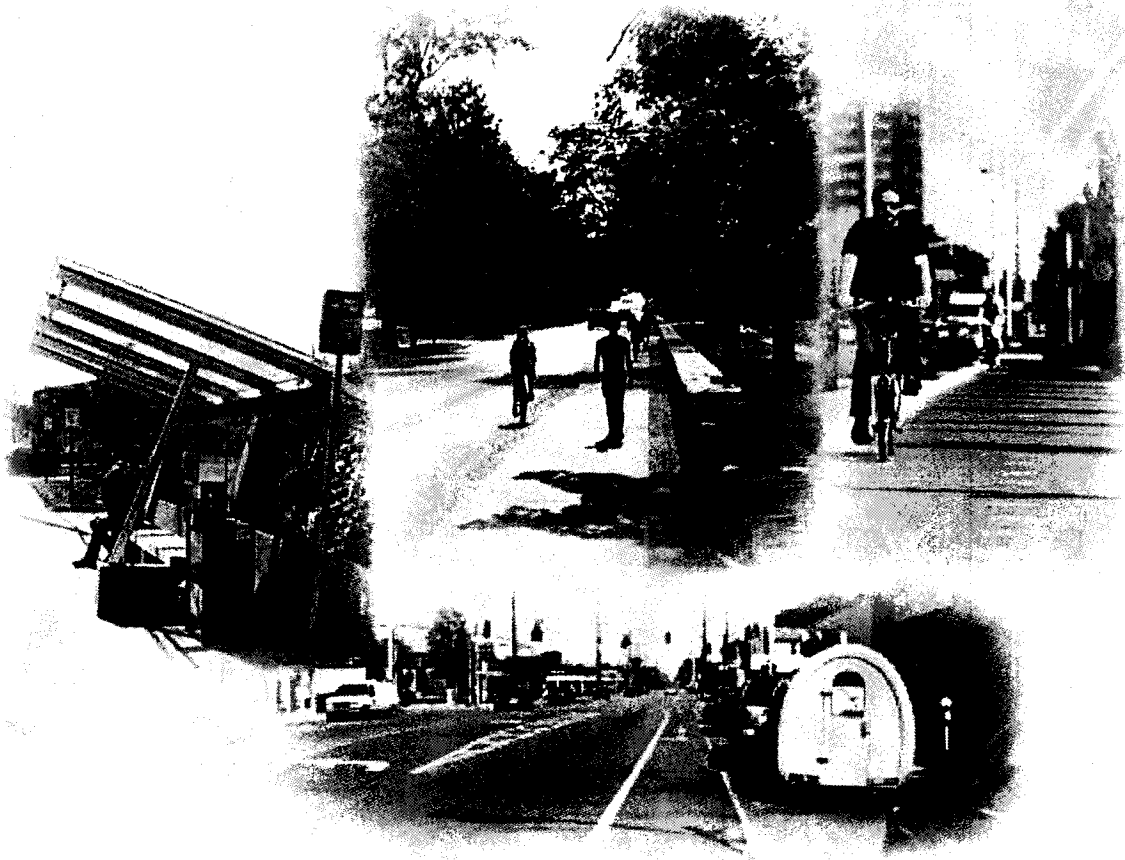
The Banks Team combines local experience with national expertise to bring you individuals who have helped communities translate their aspirations and visions into implementable projects, and finally into world class public spaces.



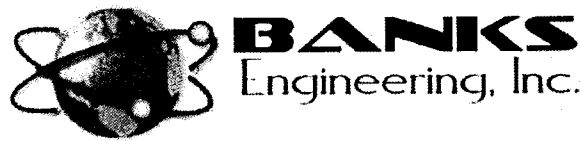


Design of Multi-Modal Corridor Improvements for
Euclid and Avenue of Champions

Project Approach



Prepared by



2. PROJECT APPROACH

This section describes the Banks Team’s understanding of the project objectives, site conditions, scope of proposed improvements, and implementation challenges to be addressed in a successful project. We have reviewed numerous past studies, master plans and reports relevant to the Euclid Avenue / Avenue of Champions corridor, inspected the project site, and performed initial investigations of utilities and other critical infrastructure elements. Our team has an in-depth understanding of the challenges and opportunities present in this project, and within this approach we will describe how we can help LFUCG achieve the goal of converting the Euclid Avenue corridor into a dynamic multimodal environment within the project budget. For simplicity we will refer to the project limits of Euclid Avenue and Avenue of Champions extending from South Upper Street to High Street / Tates Creek Road as the Euclid Avenue corridor.

1. Background

The Euclid Avenue corridor has been the subject of, or included in, numerous past planning studies dating back to at least the 1931 Lexington Comprehensive Plan, which recommended that Euclid Avenue serve as a main crosstown artery with a right-of-way width of 80 feet, and ending with the commercial corridor study completed by a local planning consultant earlier this year. The development of a streetscape and capital improvement plan for the corridor was a recommended near-term strategy in the commercial corridor study. Other planning studies that provide planning guidance or recommended improvements include the following:

- College Town Study (2002)
- Downtown Lexington Master Plan (2004)
- Lexington Area Long Range Transit Plan 2030 (2005)
- Bicycle and Pedestrian Master Plan (2007)
- Downtown Streetscape Master Plan (2008)
- ADA Transition Plan (2011)
- Campus Master Plan – November 2013
- Campus Bicycle Plan – June 2005
- Visual Enhancement of Urban Corridors (Euclid Avenue was not included in this document but its Overarching Recommendations are relevant to the corridor)

Euclid Avenue is unique in Lexington as it connects the northern portion of the University of Kentucky campus with Chevy Chase and is a primary commercial corridor providing services for established residential neighborhoods along each side of the route. Most of the vehicular traffic (over 16,000 vehicles per day on average) have origins or destinations near the corridor, with relatively little through traffic. The last major



reconstruction project through the Euclid Avenue corridor is shown on the 1960 Kentucky Transportation Cabinet (KYTC) plans when the roadway was widened to four lanes within a right-of-way width of 66 feet. In more recent years the road was re-striped to a three-lane section with bicycle lanes.

Numerous concerns exist, however, and the visual and operational experience of corridor users is significantly impacted by numerous roadway aspects:



- Poor condition of surface infrastructure – roadway, sidewalks, utilities, etc.
- Narrow widths of sidewalks and bicycle lanes, in some areas
- Sidewalk obstructions such as utility poles, bollards, gas meters, and fire hydrants
- Non-uniform crossings at intersections
- Inconsistent sidewalk and paving materials
- Gutters discharging onto sidewalks (potential icing conditions)

Problems related to these conditions are exacerbated during times of peak usage by motor vehicles, bicyclists, and pedestrians such as morning and afternoon rush hours and UK class changes. Distracted drivers looking for destinations (or texting) lead to safety issues, especially with the close proximity to the bicyclists.

The Lexington Fayette Urban County Government is thus initiating streetscape improvements along the Euclid Avenue corridor to address the issues related above and to enhance the multi-modal facilities. This initiative will be closely coordinated with UK, local utilities, local stakeholders, and various Urban County Government agencies with the outcome of safer and more attractive facilities for motorists, buses, bicyclists, and pedestrians. A successful project will also help achieve the economic goals of the recent Downtown Development Authority (DDA) commercial corridor study.

Some of the challenges that our Team anticipates addressing for a successful streetscape implementation include:

- Consensus-building for the proposed improvements, as conflicting goals and objectives are likely to be held by the diverse group of stakeholders as well as conflicting interests from the multi-modal users – motor vehicle drivers, bicyclists, and pedestrians
- Limited right-of-way width, especially from South Upper to South Limestone and from Rose Street to Ashland Avenue
- Potential impacts on adjacent properties

- Connections to existing improvements at the right-of-way line, such as retaining walls and building entrances
- Consideration of large utility poles along the corridor for the 69 kV overhead electric lines
- Sanitary sewer trunk sewer improvements planned for the Remedial Measures Program
- Maintenance of traffic and utility services during construction
- Minimizing disruption to property owners, especially merchants, during construction

2. Planning Phase

Perhaps the key stage this project is the Planning Phase, as its outcome will determine the character of this critical transportation corridor for generations. Lexington’s recent streetscape improvements, especially in the downtown area, have provided operational and aesthetic upgrades while preserving the character of area. The Euclid Avenue project offers the opportunity to enhance transportation operations while transforming the existing corridor into a destination of its own, with a renovated commercial climate and where people enjoy their time walking, biking, and driving. The Banks Team is eager to play a central role in achieving this important transformation.

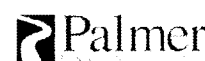


This project will require a dynamic blend of national experience with local insight in creating and designing an urban environment to best help the community achieve the planning objectives outlined in the studies listed above. The Planning Phase will be led by Deputy Project Manager Bruce Landis (of Sprinkle Consulting) and Kevin Osburn of Rundell Ernstberger Associates (REA). Bruce and Kevin,

individually and combined have designed, built and are implementing some of the most innovative and award-winning urban active transportation corridors or systems in the country, including:

- The Indianapolis Cultural Trail
- The Pinellas Trail - Downtown St. Petersburg Connector Cycle Track - CityTrails™
- Omaha’s Old Market to Midtown Protected Bikeway
- Atlanta’s City of Decatur Cycle Track and Perimeter CID’s Commuter Trails Master Plan

Bruce and Kevin’s experience, combined with Banks staff members local knowledge and experience, will result in a highly successful corridor improvement program development that will meet the goals and objectives of the project, the needs of the community, and will be nationally noteworthy for its innovation and success.



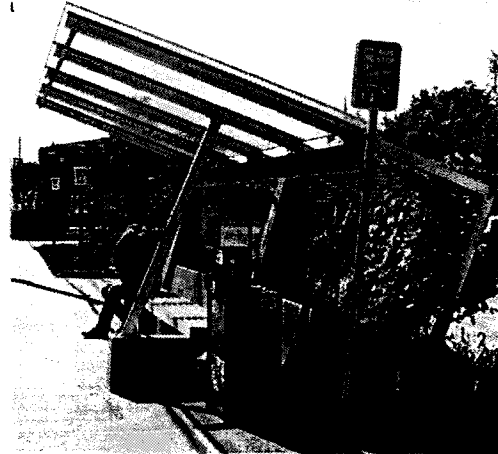
The Planning Phase will include the following primary tasks:

- Conducting scoping discussions with LFUCG to confirm primary and secondary project goals
- Coordination with the Lexington DDA and the Lexington Area Metropolitan Planning Organization (MPO) to use their previous planning efforts as building blocks for the Euclid Avenue corridor
- Coordination with UK and representatives of the Chevy Chase Merchants Association to increase awareness of their issues and concerns
- Selection of ideas and concepts from previous studies to highlight in the designs
- Identification of needed improvements for each mode of transportation
- Preparation of “complete streets” conceptual designs and typical sections that improve transportation operations and safety in a pleasant urban experience for all corridor users
- Development of design guidelines / standards to provide continuity in the corridor (although each distinct portion of the corridor can have its own standards); this was referred to as the Design Character Overlay in the Euclid corridor study; the Campus Bicycle Plan also has some specific guidelines that will be considered during this task
- Review LFUCG’s Low Impact Development Guidelines to develop successful storm water management features within the corridor that are functional as well as provide unique aesthetics
- Evaluating underground and overhead utilities for improvement opportunities, especially the potential of relocating overhead utilities underground
- Preparing initial streetscape designs for sidewalks, greenspaces, parking, bus shelters, etc. that accomplish the project intent while preserving the character of the surrounding neighborhoods
- Reviewing environmental issues that may affect the project, especially the H-1 historic overlay area
- Reviews of the proposed concepts with LFUCG staff



The University has significant construction ongoing along Avenue of Champions, and has been growing in influence as well as geographically in its surrounding area. UK’s future plans include new residential housing on Woodland Avenue just south of Euclid Avenue. Other corridor changes include the new Kroger’s and an adjacent development on Marquis Avenue currently under construction. Recent streetscape improvements at High Street / Tates Creek Road were designed by a member of our Team, **Palmer Engineering**. The remainder of the corridor is aging and a streetscape reconstruction project would bring welcome renewal to the infrastructure.

The development of complete streets concepts along the Euclid Avenue corridor will provide enhanced facilities for multiple user groups and transportation modes – motor vehicles, Lextran and UK buses and their riders, pedestrians, and bicyclists. One of the Overarching Recommendations in the Visual Enhancement study is to improve lighting and accessibility to bus shelters. Lextran’s No. 1, 3, and 14 routes run through most of the corridor, and UK’s Campus Area Transit System (CATS) buses serve Avenue of Champions on their Blue, White, and Yellow routes. There are a number of bus stops along the route, some of which have bus shelters that vary in design and functionality. Part of our planning phase will be to provide recommendations for bus shelters, lighting, and improved ADA access based on applicable recommendations from the Transit Plan and ADA Transition Plan.

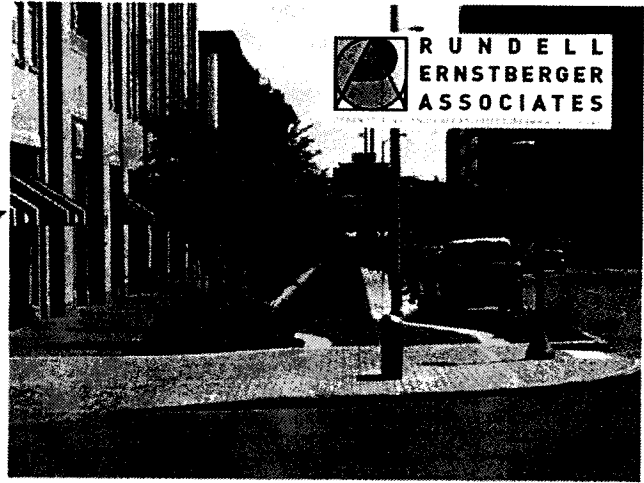
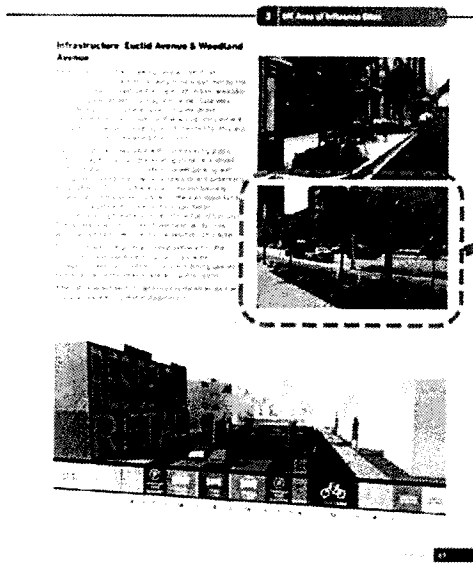


While not part of the specified scope, there may be opportunities to secure additional funding for this project. This funding may be available through historic preservation or neighborhood development grants, environmental mitigation grants, or even health department grants. The Banks Team will investigate the opportunities for supplemental funding sources to leverage the budget already available for this project.

Options and Alternatives

Our Team anticipates that the typical section of the proposed multi-modal and streetscape improvements will vary along the corridor based on factors such as on-street parking (both current and future needs), landscaping, property access, street intersections, and user cohort needs and right-of-way widths. We will work closely with the Project Advisory Group (see the subsequent Public Engagement section of this proposal) in developing potential options to evaluate for feasibility, refine, and compose into alternatives for the advisory group and subsequently other stakeholders and the public. Among the various options to consider could be several elements from the recently completed commercial corridor study for the DDA. Those include elements from several potential street sections in its Appendix H; however, some include ideas with potential problematic implementation such as 10-foot lane widths to the face of curb which would result in a usable lane with of 8 to 9 feet. This width is too narrow, especially for buses and trucks. That study’s three residential options for most of the corridor are within a space of 62.5 feet. The component dimensions listed do not meet some AASHTO standards for minimum buffer widths, etc. However, the 1960 KYTC plans indicate that the right-of-way width is actually

66 feet, and the extra space could allow for more appropriate vehicular lanes widths and appropriate buffers to meet standards and operational needs within the Euclid corridor.



There is potential to include separated bikeways along this corridor. In fact the commercial corridor study includes several references to the Indianapolis Cultural Trail as an excellent model to follow. We agree that this is an excellent model. Banks Team member *REA* developed the concepts for and designed the Cultural Trail and should this be the option chosen for this corridor will work with the Urban County Government to ensure an equally successful facility is built along Euclid Avenue / Avenue of Champions. A cycle track was also suggested as an alternative bicycle facility. FHWA recently released a *Separated Bike Lane Planning and Design Guide*. Team member *Sprinkle Consulting* designed the Pinellas Trail Downtown Extension which is referenced as a best practice in this report. The success of these facilities is a result of the care taken by the expert designers in creating urban spaces for bicyclists while incorporating operational and geometric features to support the safety of these facilities. The considerations incorporated into these designs is appreciable. NACTO recognizes that these facilities are appropriate only in limited environments. In a more negative vein, AASHTO provides a host of reasons they may not be appropriate. By evaluating the concerns raised in the national guidelines, and creating design features to mitigate the expressed concerns of these guidelines, REA and Sprinkle Consulting are designing safe, pleasant separated bikeways across the country.



Another Overarching Recommendation listed in the Visual Enhancement study is that overhead utilities should be moved underground. Overhead utilities currently serve as a visual blight along the corridor, and large utility poles are significant impediments to pedestrian mobility. Unfortunately, relocating these facilities either underground or to a different alignment outside the corridor would be very expensive. Preliminary discussions with Kentucky Utilities personnel suggest that an underground relocation of their 69 kV lines would likely cost a minimum of approximately \$2.5 million and could exceed \$5 million. Their order-of-magnitude estimate was based on a recent similar relocation project along Rose Street for UK. It was noted that for this size of line, sharing an underground duct bank with other utilities (i.e. cable TV, telephone, and fiber optic) is not allowed and the cost of relocation of the other utilities would be in addition to UK's costs.



Part of the timing of this project relates to proposed sanitary sewer construction along the corridor. **John Steinmetz, the Banks Team's project manager, also served as the Project Manager for the development of LFUCG's \$591 million Sanitary Sewer Remedial Measures Plans (RMPs).**

Mr. Steinmetz conceived the proposed sewer improvements, which were designed to provide trunk sewer capacity (no sanitary sewer overflows, or SSOs) up to the discharges from a 2-year 24-hour storm event. The proposed improvements in Town Branch Watershed as shown in the Group 2 RMP included the UK Trunk D project along Avenue of Champions that would replace an existing trunk sewer underneath the UK Student Center, and the UK Trunk E project that extends along the entire length of Euclid Avenue to parallel the existing trunk sewer located south of Euclid Avenue.



These two projects are designed to eliminate seven recurring SSOs in the Chevy Chase and Columbia Heights neighborhoods, at a combined construction cost of approximately \$5.2 million. The sanitary sewer design and construction is scheduled to begin in 2019 on an EPA-approved, firm schedule, so the streetscape project's schedule must be coordinated with the RMP schedule.

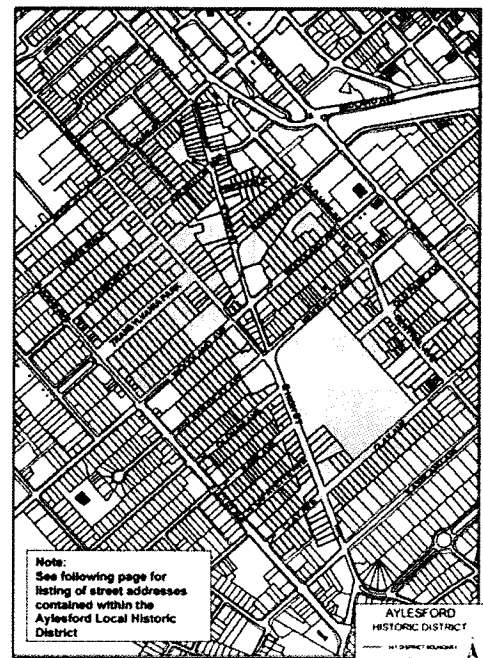
Euclid Avenue / Avenue of Champions is located in the Town Branch Watershed. Third Rock Consultants has served on the Storm Water Project Management Team for LFUCG since 2001 and



has developed assessments of all LFUCG watersheds. Based on this experience, we know that pollutants of concern in Town Branch include E. coli, nitrogen, phosphorus, and dissolved solids. LFUCG desires to implement storm water Best Management Practices (BMPs) that are designed to protect, preserve, and enhance waters in Fayette County. Thus, our team’s approach is to use low impact development concepts that are cost-effective, sustainable, and improve water quality and flow regimes in the receiving stream of Town Branch.

The Banks Team’s storm water management design approach considers technologies that mimic the natural hydrologic cycle processes of rainfall infiltration and evapo-transpiration. Low impact development controls of storm water should capture the Water Quality Volume, addressing both water quantity reduction and water quality improvement. Some green infrastructure controls for storm water, such as infiltration trenches, bio-infiltration swales, planter box/tree trenches, bio-retention areas, and permeable pavers will be considered within the project corridor to provide storm water volume control and water quality treatment that also produce aesthetic features along the streetscape. Having developed the plant list for LFUCG’s Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment, our team is familiar with what native species can be selected for function and beauty on green infrastructure sites. Our goal is to create an attractive streetscape that enhances livability while improving downstream water quality.

The consideration of historic resources will also be important for this project. The northeast side of Euclid Avenue from the northwest side of the properties fronting Linden Walk to the northwest side of Woodland Avenue is included in the local H-1 Aylesford Historic District. Additionally, both sides of Euclid Avenue from the northwest side of the properties fronting Linden Walk to the southeast side of the properties facing Transylvania Park are included in the National Register of Historic Places (NRHP)-listed Southeast Lexington Residential and Commercial District. Although it is not clear if it has been formally assessed, Memorial Colosseum is likely eligible for listing in the NRHP, and other residential and commercial buildings along the corridor over 50 years of age may require evaluation to determine if they may be individually or collectively significant.



Given the presence of known historic properties within the corridor, the project team recommends early coordination with the LFUCG Historic Preservation Office (HPO) and the Kentucky State Historic Preservation Office (SHPO) to identify key preservation design concerns in an effort to minimize the potential for adverse effects



to historic properties. Through such discussions, the team would gain a better understanding of the ways in which the Local Historic District and Landmark (H-1) Design Review Guidelines (LFUCG 2010) and the Kentucky Streetscape Design Guidelines for Historic Commercial Districts (Kentucky Heritage Council and Kentucky Transportation Cabinet 2002) can help inform the development of effective design solutions for this project. Such early coordination would also allow the team to clarify the extent of documentation and the nature of the review processes required by the LFUCG HPO and the Kentucky SHPO.

Banks Team member Third Rock will conduct an assessment of commercial activities in the study area that have the potential to create environmental conditions that may require consideration in utility and roadway construction. Previous and current land use in the project area includes gas stations, automotive services and dry cleaning. These activities are known to sometimes create environmental conditions that can influence redevelopment due to liabilities associated with soil and groundwater contamination. Third Rock will examine resource agency databases to determine if there are records indicating the presence or potential presence of an environmental condition. Records in the possession of the Kentucky Division of Waste Management will be reviewed to provide details of the regulatory status of any environmental conditions discovered.

The Planning Phase completed by the Banks Team will result in a comprehensive game plan for moving forward with the design phase. It will be concurrent with the Public Engagement Phase and will include detailed concepts to present to the public to gain community consensus for the multi-modal streetscape improvements. Realistic conceptual cost estimates will allow LFUCG to make critical budgetary decisions before proceeding with design.

3. Public Engagement

Due to limited right-of-way and budgetary issues, the Planning Phase will almost certainly require compromises between stakeholders to obtain the best solution for the Euclid Avenue corridor. It is not likely that optimal operations, safety, and aesthetics can be attained without impacting adjacent property owners and dealing with affordability issues. The Public Engagement Phase will focus on obtaining consensus from each segment of the community that has an interest in the corridor. This phase of the project will be led by John Steinmetz, who **successfully attained consensus for the highly controversial Clays Mill Road Improvement Project**, while the concepts and ideas will be delivered to the public by Bruce Landis and Kevin Osburn. The Public Engagement toolbox will include the following:

- Explanation of the project intent to residents, businesses, and community groups
- Solicitation of input from stakeholders and the community at a public meeting and/or through mailed or online surveys
- Creation of an advisory group to guide the planning process

- Individual meetings with key stakeholders such as the District 3 Councilperson, UK, the DDA, the MPO, Lextran, neighborhood associations, and the Chevy Chase Merchants Association
- Presentations at public meetings
- Presentations to business owners
- Presentations to Council



The advisory group should include representatives of each significant viewpoint, similar to that of the Clays Mill Road Advisory Committee (CMRAC). The CMRAC included initial opponents of the corridor improvements, but as their concerns were addressed and they were allowed to help shape the final recommendations they became some of the most vocal proponents of the project.

The recently completed commercial corridor study included public involvement with a defined stakeholders group consisting of many of the same participants as listed above, so there should be an existing awareness of potential corridor improvements and of the recommendations included in the commercial study. Also, Banks Team member firm *Palmer Engineering's* recent Chevy Chase streetscape improvements at the High Street intersection has shown the community the value of these types of upgrades. Our team will continue with the basic themes outlined in the previous studies and other related planning documents – resolve deficient infrastructure elements, provide a safer and more efficient transportation experience for multi-modal users, and stimulate redevelopment prospects.

Our team members have successfully implemented challenging and controversial transportation corridor improvements in many communities, including Lexington, St. Petersburg, and Indianapolis. We develop presentation graphics that give the residents and stakeholders a clear vision of the proposed improvement alternatives and concepts, and we develop collaborative relationships with community groups and individuals that have interests and concerns along the corridor.



4. Design Phase

The Design Phase Task Leader for the Banks Team will be Frank Pruitt, who managed the recent Clays Mill Road individual section designs as well as the Southland Drive Bike Lanes and Woodland Triangle streetscape improvements. Frank has provided an excellent attention to detail on past



LFUCG projects, a trait that is critical on urban streetscape improvements. Detailed streetscape design support will come from Kevin Osburn of REA and Stephen Sewell of Palmer Engineering. Kevin's urban design work includes the Glick Peace Walk in Indianapolis and Stephen was the project manager of the recent Chevy Chase streetscape project. Bruce Landis of Sprinkle Consulting will provide quality assurance on the Design Phase.

The decision on whether overhead utility relocations are to be part of the program should be made at the beginning of the design phase, as accommodating the additional utilities underground would likely impact the design of stormwater and sanitary sewer facilities. Our work with the gravity sewer systems needs to be closely coordinated with the designs by the utility companies. The recent Clays Mill Road project showed the value of continuous utility company coordination. Other significant Design Phase elements include the following:

- Research and field surveys to determine property lines and rights-of-way lines
- Detailed surveys of utilities, buried infrastructure, and improvements within and adjacent to the public right-of-way
- Acquisition of new aerial photogrammetry to supplement GIS information and the field surveys to produce detailed base plans for the project area
- Surveys of critical elevations such as doorways, building walls, retaining walls, and other locations where the finished grades must match existing grades
- Plan layout of the proposed streetscape improvements, including curbs, sidewalks, parking areas, landscaped areas, bike lanes or cycle tracks, curb ramps, and bus shelters
- Design of stormwater system upgrades (including retrofitting water quality best management practices where feasible and appropriate)
- Evaluation of impacts on adjacent properties and utilities, including coordination of the RMP sanitary sewer improvements
- Preparation of landscape plans
- Preparation of striping, signage, and lighting plans
- Close coordination with UK and other parties that have current or pending construction projects
- Close coordination with the Kentucky Transportation Cabinet, as the corridor is a state route (KY 1974)
- Preparation of maintenance of traffic plans and provisions for maintaining service for buses and mail delivery
- Preparation of right-of-way and/or easement plats and descriptions for any land acquisition needed for the proposed improvements (coordination of appraisals and title searches can also be provided)
- Detailed cost estimates at each design stage milestone
- Preparation of technical specifications and contract documents
- Submission of final documents, including digital versions

We have reviewed guidelines and specification for plans outlined in your RFP, are familiar with those documents, and will abide by those specifications and guidelines.

The Euclid Avenue corridor improvements will likely be implemented in phases, similar to the Clays Mill Road Improvements. The Banks Team will coordinate with LFUCG in creating a phasing plan for the program. The selection of the first phase will be based on the timing of related improvements by other parties (i.e. utilities, UK, private developers, or the sanitary sewer agencies), addressing near-term critical needs, and providing a “pilot project” to show early success to the community that will ultimately be using and paying for the improvements.

There are many important elements of design and subsequent construction, but **there are two factors that are absolutely critical:**

1. **Minimizing disruption to local residents and especially businesses** - maintaining access to each property and minimizing inconvenience to business patrons
2. **Cost control** – accurate cost estimates and controlling costs during construction by providing accurate, detailed plans

The Banks Team has the experience and technical expertise to provide an excellent design and control these two critical factors.

5. Budget Analysis

LFUCG has established a budget of \$350,000 for the defined project scope, and the Request for Proposals (RFP) includes instructions that if this budget is considered to be insufficient the proposers are to prioritize the elements of the scope of work. **If the selected alternate fits within existing rights-of-way, our team can complete the entire scope of work within the specified \$350,000 budget.**

The Banks Team is comprised of firms and key staff who are highly experienced with not only planning, but also with designing, engineering, implementing, and also operating a wide variety of multi-modal and streetscape infrastructure including the internationally acclaimed Indianapolis Cultural Trail pathway (referenced in the commercial corridor study) and St. Petersburg’s NACTO-noted Pinellas Trail – 1st Avenue South Cycle Track. Our team members have many other high-end designs underway or under construction; one example being Kansas City’s Grand Boulevard’s Protected Bikeways. We will use our extensive experience to develop a range of options for the distinct sections of the Euclid Avenue corridor, ranging from striping options to more intensive infrastructure options, and work with the advisory group so that a feasible set of alternatives emerge for stakeholders to consider



and, after due process, to carry forward in design, engineering and creation of construction documents.

As stated above in the Planning Phase discussion, the latest planning study includes three streetscape options for most of the corridor within a space of 62.5 feet, and the dimensions listed do not meet AASHTO standards. However, the KYTC plans indicate that the right-of-way width is actually 66 feet, and the extra space could allow for 11-foot lanes and 5' buffers, which meet standards. Thus it may be that during the Planning and Public Engagement Phase an initial implementation of an alternate which fits within existing rights-of-way would be selected. The Banks Team could design such an alternative so that a future, more intensive modification could be installed with minimal reconstruction.

Projects of this nature require an extraordinary amount of planning, public involvement, coordination with multiple parties, and attention to detail in design. The RFP states that the project goal is to *“to improve the multi-modal infrastructure along this corridor, providing attractive facilities for cyclists, pedestrians, and motorists, which will encourage economic activity and integrate the University of Kentucky Campus, the surrounding neighborhoods, and commercial districts into the corridor.”* It may be determined that this vision cannot be completely realized within the constraints of the existing right-of-way, and additional widths must be provided to bring the final concept to fruition. Based on our past experience on similar projects and understanding of the issues to be addressed with this project, the Banks Team believes that detailed designs for the complete reconstruction of the existing cross section and intersections, landscaping, and amenities along the entire 1.2-mile corridor, will exceed the proposed budget. However, there are ways to maximize the value of this project so that it establishes a clear plan and design template to realize the complete street vision within the Euclid corridor, even if full implementation cannot be achieved within the constraints of this budget. As stated earlier, the planning and public involvement phases should be robust, so that very clear objectives can be established as well and consensus criteria established by which detailed specific concepts can be prepared for each major segment of the corridor. If these phases are well managed, then the budgetary picture for implementation will be decidedly more clear, and phasing options can then be considered. As discussed elsewhere, much of the design complexity and detail will be governed by constraints that will only certainly defined by means of survey—establishing true ROW extents, utility locations, etc. Only at this time it will be understood if sufficient multimodal accommodation can be achieved within the existing curblines, or within the existing right of way, or only within an expanded right of way.

The Banks Team believes the Planning Phase and Public Engagement Phase should be completed in their entirety for the length of the corridor. The cost to complete these two phases will depend on several factors, including the level of controversy, the extent of coordination needed with stakeholders, utilities, and UK, and the challenges associated in designing comprehensive



complete streets concepts within a confined right-of-way. Remaining budget can be used in several ways, including:

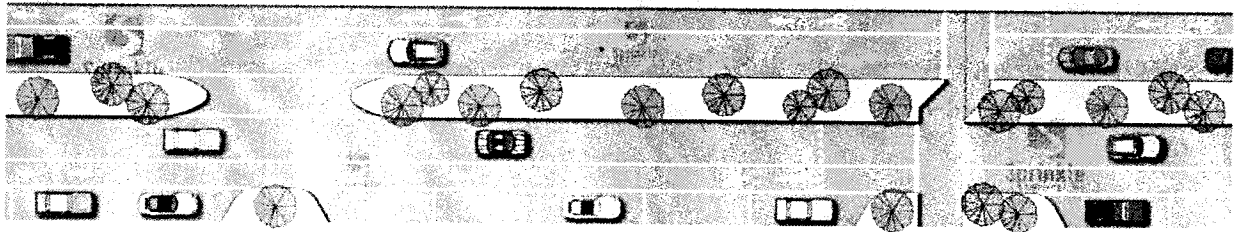
- Detailed designs and right-of-way plats for an initial section improvements
- Preliminary designs for the entire corridor
- Preliminary designs and right-of-way plats for the entire corridor

A preliminary plan view will have been developed in the Planning Phase, and accepted by the public in the Public Engagement Phase. At a minimum, we would complete the following work within the \$350,000 budget:

- Planning Phase
- Public Engagement Phase
- Acquisition of photogrammetry
- Field surveys to establish property lines and rights-of-way
- Utility and buried infrastructure surveys
- Preparation of base plans for the corridor
- Preparation of a site plan showing all streetscape improvements and landscape areas for the corridor
- Establishment of critical grades at locations that could be affected by other construction project (i.e. UK, utility relocations, private developers, sanitary sewer improvements)
- Identification of required easements / rights-of-way for the corridor
- Final designs for appropriate first phase implementation

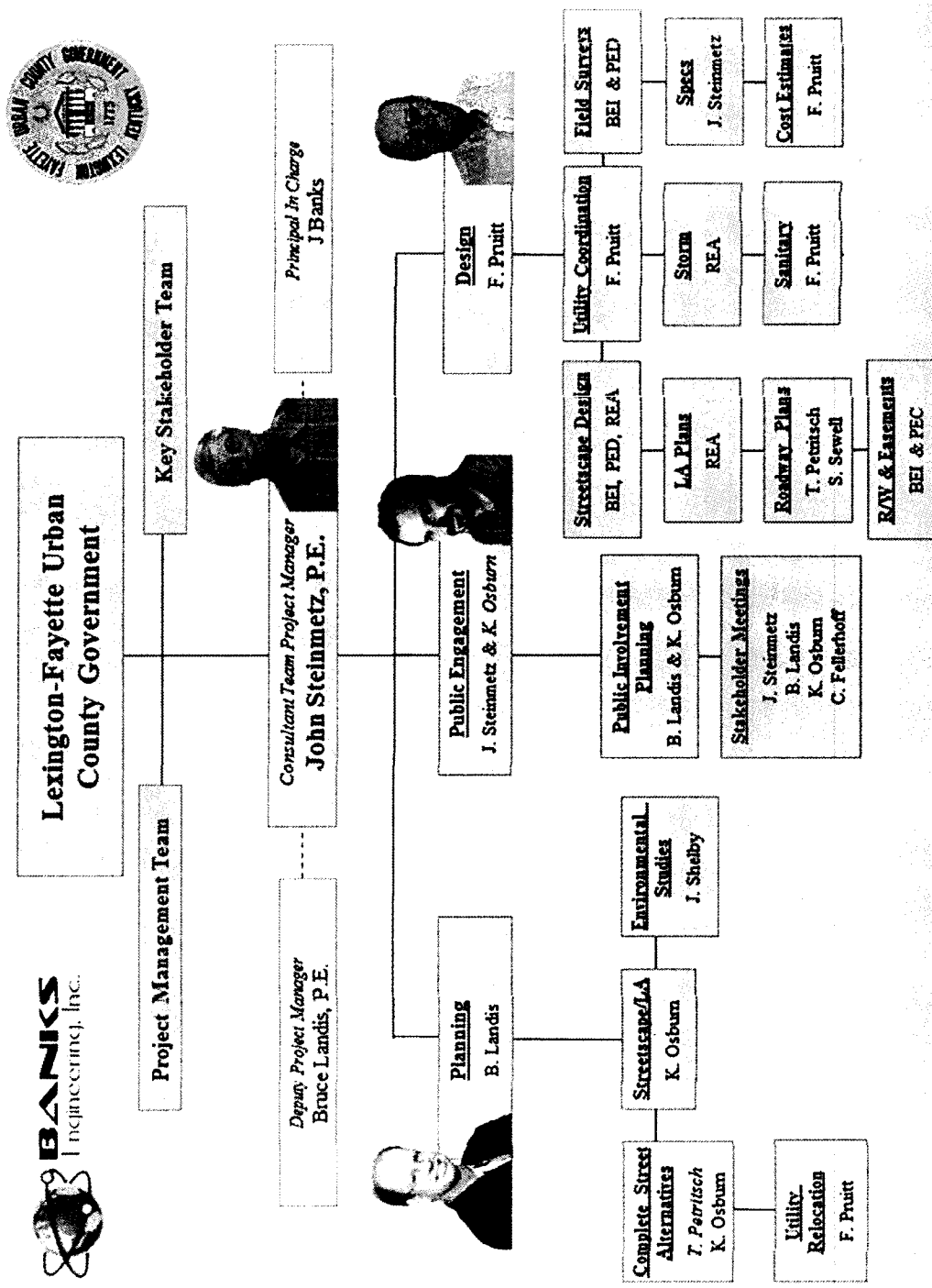
6. Summary

The Banks Engineering Team has an excellent understanding of the project objectives and anticipated challenges to be addressed for the Euclid Avenue corridor improvements. Our experience with similar projects for LFUCG and in other communities, combined with our familiarity with the corridor and the involved parties, will result in a successful project implementation.



3. PERSONNEL

An organizational chart For the Banks Team is provided below. The following pages provide brief summaries of our Key Staff's qualifications. Banks Team invites you to review the resumes of all our key project staff provided in Appendix A.



Banks Team Project Manager **John Steinmetz, PE** of Banks Engineering has 33 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. Steinmetz has assisted numerous communities with the planning, development, and implementation of capital improvement programs and has an extensive background in virtually all municipal engineering disciplines. He has an extensive background in transportation, storm water management, and wastewater collection in Central Kentucky and other areas. As you will see from his resume, he has led numerous projects in the Lexington region and many for the Lexington Fayette Urban County Government. In addition to being the project manager, he will also be leading the central Public Engagement Phase. His local knowledge and technical expertise will be key to ensuring this multi-modal corridor improvement project meets and exceeds your expectations.

Bruce W. Landis, PE, AICP of Sprinkle Consulting, who will serve as Deputy Project Manager and be the Planning Phase leader for you project, is a veteran planner and design engineer with extensive multi-modal corridor experience across North America. He assists municipal, county, regional and state agencies across the United States in developing their bicycle, pedestrian, shared use path, and integrated transit-based plans using innovative, yet technically sound and practical approaches that bring about immediate and tangible results. Mr. Landis is highly successful building public-private partnerships with business leaders and property owners to accomplish immediate implementation of the many corridor plans and designs that he and his staff create. He is especially skilled with business leaders and property owners volunteering their land (at no cost) for Complete Street features and components.

Frank Pruitt, PE, of Banks Engineering, will be heading up the production of design plans for the Euclid Avenue and Avenue of Champions Multi-Modal Corridor Improvements project. Mr. Pruitt has worked on a variety of civil engineering projects throughout his 17-year career. He has extensive experience in the design of infrastructure projects involving roadway design, stormwater management, water distribution, sanitary sewer, and site development, projects. Mr. Pruitt is also well versed in conducting public meetings and coordinating with property owners. As you will see in his resume, Mr. Pruitt has significant experience serving as project manager or project engineer on numerous relevant Central Kentucky design projects.

Kevin Osburn, PLA, ASLA, of Rundell Ernstberger Associates, is principal-in-charge of REA's Indianapolis office, with over 22 years of experience, serving as project manager and lead designer for some of the firm's most complex urban planning and design projects. He has extensive expertise in pedestrian and bicycle transportation planning and design projects, including the Indianapolis Cultural Trail, the Monon Rail~Trail Master Plan, the Maple City Greenway Master Plan in Goshen, IN, the Jackson Creek Trail Master Plan in Bloomington, and the White River



Greenway Master Plan in Muncie. He is currently leading the expansion of the Columbus Bicycle & Pedestrian Plan, which is focused establishing a more livable, sustainable, healthy, and connected community through the creation of a collective vision for innovative pedestrian and bicycle infrastructure improvements. Mr. Osburn will work with John Steinmetz leading the Public Engagement phase. He will also lead the development of the Landscape Architecture plans for this project and be central in the Complete Streets Alternatives effort.

Theodore A. Petritsch, PE, PTOE, of Sprinkle Consulting, is a nationally recognized expert with pedestrian and bicycle facility engineering design, operations, and safety and is a certified League (of American Bicyclists) Cycling Instructor. He leads pedestrian and bicycle focused corridor studies around the country and serves as the Engineer of Record for many bicycle and pedestrian facility design projects. He shepherds projects from concept, through permitting, to design documents. He works at the local, state, and national levels developing guidelines for the design and operation of pedestrian and bicycle facilities. He developed the scope and outline of the *AASHTO Guide for the Development of Bicycle Facilities* and is leading the update of AASHTO's *Guide to the Planning, Design, and Operations of Pedestrian Facilities*. He will be a key resource and traffic safety engineer for the *SR 26 Multimodal Emphasis Corridor Study*. His expertise implementing multi-modal concepts in design will make him central in the Complete Streets Alternatives and Roadway Plans portions of this project.

Stephen Sewell, PE, PTOE, of Palmer Engineering, has 15 years of experience developing construction documents for local and regional governments. His projects range from elevated pedestrian walkways to major roadway widening projects. He leads traffic engineering, capacity analysis, and simulation modelling efforts to ensure the operational viability of roadway reconfiguration projects. John will be the lead designer for the roadway plans for this project. Mr. Sewell's expertise will ensure the plans meet all local requirements – not only for geometric and operational criteria, but for plans format and submittal requirements as well.

Jennifer Shelby, PE, CPESC, with Third Rock Consultants, will be providing Environmental Studies services for this project. As you will see in her resume, her experience includes the enhancement of environmental quality, including nonpoint source pollution and stormwater management, watershed-scale assessment of hydrology and water-quality, green stormwater infrastructure planning and design, environmental permitting, and stream and wetland restoration. She serves many agencies and has worked on many projects for the Lexington-Fayette Urban County Government.



4. EXPERIENCE

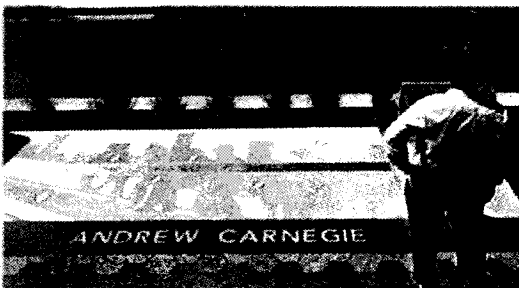
Banks Engineering, Inc. has assembled a team of individuals and firms specifically identified to have the talents and experience needed to ensure the Euclid Avenue and Avenue of Champions Multi-Modal Corridor Improvements project is a success. As you have read in our **Personnel** section, each of our key staff has experience that is directly relevant to this important project. In this section, we highlight specific projects that illustrate our firms' experience in the planning, concept development, design (and in some cases construction and operations) of multi-modal infrastructure in Lexington, Kentucky, and across the country.

The Banks Team represents individuals who work in all aspects of multimodal transportation. Each area of our diverse background – ranging from research to expert witness services – contributes to our understanding of the needs of the users of multi-modal corridors

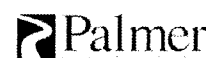
As **researchers**, members of the Banks Team have been contributing understanding and insights to design guidelines, training courses and the profession regarding pedestrians' motives, behaviors, and needs for years. Our key staff are principal investigators on federal (e.g., FHWA, NCHRP, TRB, etc.) and state DOT research. Our research is often funded by clients who are end users of the research: transportation planning offices, design offices, safety offices and operations agencies. The findings of our research are implemented in the 2010 Highway Capacity Manual, have contributed to the adoption of innovative treatments into the MUTCD, and form the basis for several sections of the AASHTO Bike Guide and Ped Guide. The same staff that will be serving you on this project are published in the Transportation Research Record, ITE Journal, FHWA reports, and NCHRP Special Reports. They are active members of ITE, numerous TRB committees, the National Committee on Uniform Traffic Control Devices Bicycle Technical Committee, and serve on NCHRP expert panels.



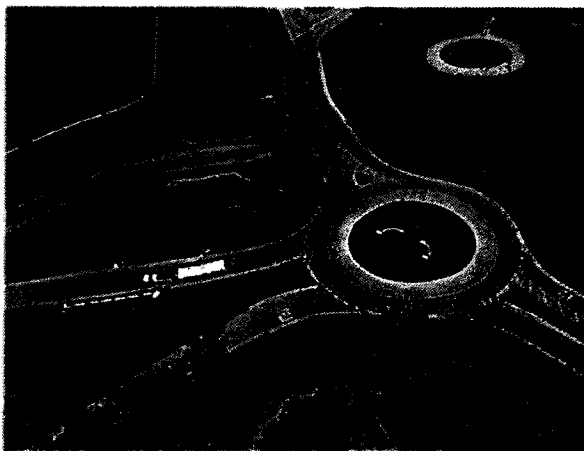
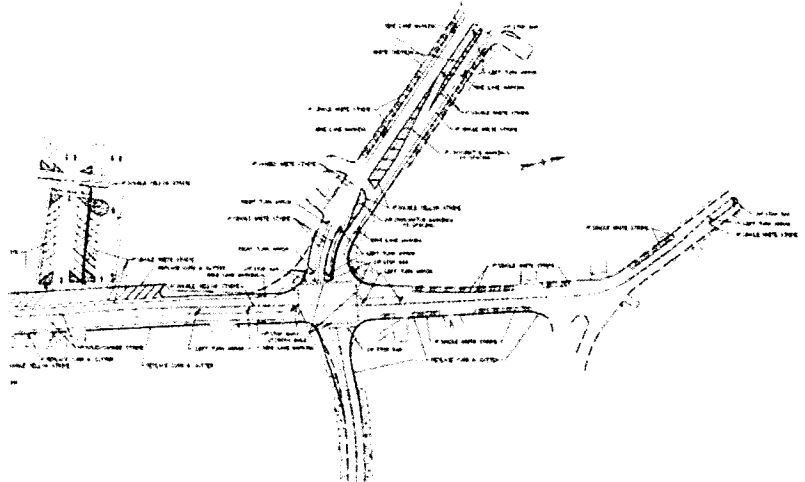
As **planners**, the key staff of the Banks Team are developing scores of multimodal transportation plans (pedestrian plans, ADA transition plans, transit alternatives analyses) across North America, including Hawaii and Alaska. We know the time and effort put into these plans and thus consider the findings and recommendations of the plans on all of our projects.



Our experience using **landscape architecture** to transform communities is unparalleled. Our team members have created designs that have transformed corridors into vibrant people-places bustling with life and commerce. Many projects we have worked on showcase environmentally friendly design features or interpretive historic features.



We are also, of course **designers and engineers**. We have shepherded many plans from idea, to concept, to construction. We understand their budget, scope, and schedule constraints. Our experience ranges from stormwater design, to cycle tracks, to roadway reconstruction, to complete street improvements.



Appendix B provides a sampling of the many projects completed by the individuals that make up the Banks Team for the Euclid Avenue and Avenue of Champions Multi-Modal Corridor Improvements project.



5. APPENDICES

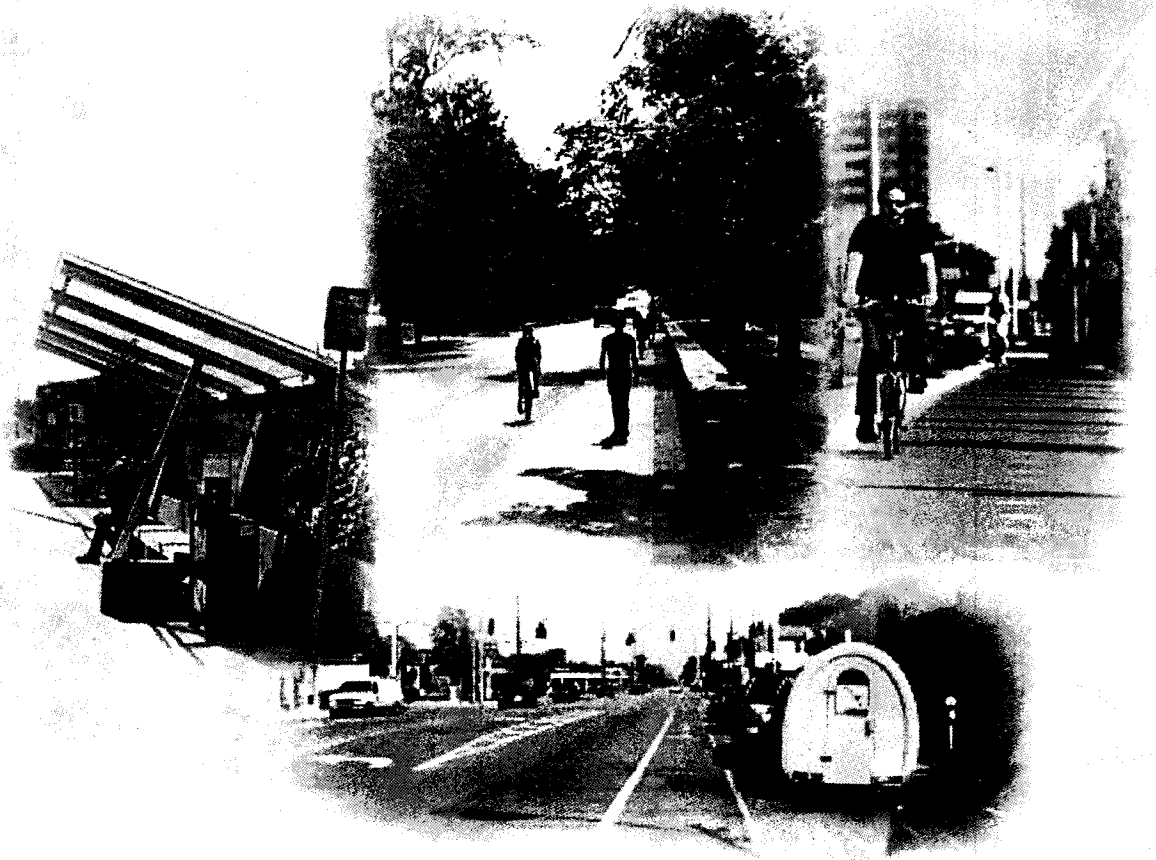
- Appendix A – Staff Resumes
- Appendix B – Example Project Experience
- Appendix C – Required Forms





Design of Multi-Modal Corridor Improvements for
Euclid and Avenue of Champions

Appendix A Staff Resumes



Prepared by



BANKS
Engineering, Inc.



John B. Steinmetz, PE

Senior Engineer

Experience and Qualifications

Mr. Steinmetz has 33 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. Steinmetz has assisted numerous communities with the planning, development, and implementation of capital improvement programs and has an extensive background in virtually all municipal engineering disciplines. He has an extensive background in transportation, storm water management, and wastewater collection in Central Kentucky and other areas. Relevant experience as Project Manager or Principal in Charge follows:

Central Kentucky Transportation Projects:

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. Various alternatives for the streetscape design were considered, differing in road widths, sidewalk widths, and on-street parking. Several meetings with an advisory committee consisting of local merchants, property owners, and City officials involved development of the project scope elements including parking requirements, landscaping issues, signage, sidewalk designs, drainage designs, and budgetary issues. Special designs were developed for sidewalk grades to improve access (meeting Americans with Disabilities Act requirements) at building entrances and street intersections. Grade consideration was also required for road reconstruction designs to improve substandard slopes and deteriorated infrastructure.

West Hickman Trail – Lexington, Kentucky

Principal Engineer for the design of a shared use trail extending along West Hickman Creek from Veteran's Park to Man o' War Boulevard.

Cardinal Run Park Entrance/Parkers Mill Road Widening – Lexington, Kentucky

Project Manager for roadway improvements including turn lanes for the entrance to a new municipal park.

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.

East Walnut Street Redevelopment Project – Nicholasville, KY

Project manager for the reconstruction of East Walnut Street in downtown Nicholasville including new pavement, curb & gutter, sidewalks, and drainage system.

Other Central Kentucky Transportation Projects

Saron Drive Extension to Clearwater Way - Lexington, Kentucky

Boone Street Intersection Relocation and Drainage Improvements, Berea, Kentucky

Carol Road Traffic Study – Winchester, Kentucky

Menelaus Road Widening – Berea, Kentucky

Streetscape Improvements - Versailles, Kentucky

Walnut Street Redevelopment CDBG Project - Nicholasville, Kentucky

Mason Headley Road Widening - Lexington, Kentucky

Glades Road Reconstruction - Berea, Kentucky

Downtown Streetscape Improvements - Corbin, Kentucky

Mayde Road Widening – Berea, Kentucky

Lexington Wastewater and Stormwater Projects:

SSSA Reports and Remedial Measures Plans – Lexington Fayette Urban County

Government

Project Manager for the compilation and submission to USEPA of Sanitary Sewer System Assessment reports for three separate groups of watersheds, and three separate remedial measures plans. The SSSA reports consisted of compiled information from capacity assessments and field investigations to determine the condition and capacity of the existing wastewater collection and treatment systems. The Remedial Measures Plans included master planning and conceptual designs for improvements necessary to eliminate all recurring sanitary sewer overflows in the system. Initial estimates for the improvements totaled \$540 million.

Sanitary Sewer Capacity Assessment – Lexington Fayette Urban County Government

Project Coordinator for the capacity assessment of Lexington’s sanitary sewer system related to sanitary sewer overflows, mandated by the LFUCG consent Decree. The project included the development of work plans for the Sanitary Sewer Assessment (SSAWP), the Capacity Assessment (CAWP), and the hydraulic model used for computation of existing system capacities.

Ft. Sumter Stream Restoration Project, Lexington Fayette Urban County Government

Stream restoration designs of the section inside the Eastland Parkway loop.

LCC (BCTC) Detention Basin, University of Kentucky

Project manager for stormwater improvements necessary to prevent flooding of the Oswald Building on the LCC (now BCTC) campus. The project included construction of an aesthetically pleasant detention basin to mitigate increases in downstream runoff.

Furrows Detention Basin, Lexington Fayette Urban County Government

Modifications to an existing detention basin and its outfall pipe to accommodate LFUCG's redevelopment of an existing commercial site.

Elkhorn Park Drainage Improvements, Lexington Fayette Urban County Government

Project manager for major drainage system improvements to alleviate residential flooding in north Lexington.

Boston Road Sanitary Sewer Project - Lexington-Fayette Urban County Government

Design and construction services for approximately 1,000 feet of gravity trunk sewers to eliminate a failing pump station. Field surveys and designs were completed on a fast-track schedule in 8 days.

Valley Park Sanitary Sewer Relocations - Lexington-Fayette Urban County Government

Project involved the design and construction of approximately 500 feet of gravity trunk sewers to eliminate hydraulic bottlenecks.

Wellington Way Sanitary Sewer Project - Lexington-Fayette Urban County Government

This project involved the design and construction of approximately 1,800 feet of gravity sanitary sewers to accommodate proposed road improvements, reduce infiltration, and increase capacity.

Education

University of Kentucky, Bachelor of Science Civil Engineering, 1982

Professional Registrations

Professional Engineer, KY #14730

Professional Engineer, OH #E-56661

Professional Engineer, TN #00109200



Sprinkle
CONSULTING

Active Transportation
Planners+Engineers

Bruce W. Landis, P.E., AICP

Vice-President



Mr. Landis is a nationally known bicycle, pedestrian and trail systems planner and engineer with extensive experience throughout North America. His analysis, planning, engineering design and construction project experience with corridors, intersections, bicycle & pedestrian and transit facilities, and trails (both paved and unpaved) totals in the hundreds. This experience, coupled with his nationwide transportation safety, operational studies and intersection and urban streetscape designs, roadway designs and traffic operational studies encompassing approximately 300,000 miles of facilities, qualifies him as among the most widely experienced professionals in the United States.

Bruce Landis is trusted by agencies across North America in leading their system-wide planning, mainstreaming and implementation of bicycling, walking and other forms of active transportation and recreation facilities into the fabric of their overall community. Bruce Landis is an engaging hands-on professional that builds solid relationships with agency leadership, business and economic leaders, elected officials and business- and property-owners. He is helping regional agencies and MPOs across the U.S. implement their Smart Growth, Regional Trail Networks, Complete Streets and Livable Corridors policies in a practical, fiscally sustainable manner with economic decision-making tools. He is a business owner, commercial and multi-family income properties owner and manager, and has served on school boards, HOAs, and other community and professional organizations.

Mr. Landis's nationwide expertise in pedestrian, bicycle and trail facilities planning, design and operations led to his being selected by FHWA to develop the national curriculum for the National Highway Institute's popular *Pedestrian and Bicycle Facilities Design Courses*. He is the lead instructor, along with Theodore A. Petritsch, P.E., PTOE, training municipal, state DOT and Eastern Federal Lands engineers throughout the United States.

SELECTED PROJECT EXPERIENCE

Highway 76 Complete Street, Branson, MO – is a multi-property collaborative transforming the City's primary five-mile long transportation, entertainment and commerce corridor into a more pedestrian- and tourist-friendly character. Ms. Edmondson is creating Concept Plan designs for the numerous commercial properties for the integration of the pedestrian promenade and multi-use pathway – the central element in transforming the corridor into a safe, livable, and tourist- and family- friendly premier entertainment avenue that will be accessible for people of all ages and abilities. Easement agreements are central in the over 200 private-public partnership projects that constitute what will be a premier shopping and entertainment district.

Federal Highway Administration (FHWA) & National Highway Institute (NHI): National Pedestrian & Bicycle Facilities Design Courses – Instructor and lead author for the 2004, 2009, and 2012 Revision of Course Curriculum and Materials and ongoing instructor for the Courses. Each course is tailored to address the specific regulations and design standards of the State / Community in which it is taught.

Atlanta Regional Pedestrian and Bicycle Master Plan- Bruce Landis led this sweeping 18 county, 220 municipality regional plan addressing bicycle and pedestrian transportation and safety issues. Groundbreaking components include a Mid-block Pedestrian Crossings Treatments Protocol and Neighborhoods Bicycle and Pedestrian (land development) Connectivity Design Guidelines.

Predicting Non-motorized Trips Demand at the Corridor Level: The Bicycle & Pedestrian Mode Shift and Induced Travel Models - The methodology and tools developed in the is \$600k, multi-year study enable planners and engineers to estimate travel demand of planned bicycle and pedestrian facilities within travel corridors, select the best facility type for a given environmental setting, determine the resulting improvement in bicycling and/or walking conditions and to assess the benefits relative to the investment costs.

Federal Highway Administration (FHWA): Index for Assessing Pedestrian and Bicyclist Safety at Intersections Study - Bruce Landis was a senior engineer & researcher for this national study that identified geometric and traffic control features that affect the mobility and safety of pedestrians and bicyclists utilizing signalized intersections.

CERTIFICATION

Professional Engineer

- State of Maryland, No. 24562
- State of Virginia, No. 0402036061
- State of W. Virginia, No. 20478
- State of Delaware, No. 10952
- State of Florida, No. 41968
- State of Georgia, No. 027540
- State of Kansas, No. 19056
- State of Louisiana, No. 30634
- State of Colorado, No. 41980
- State of Alabama, No. 31019
- State of Arizona, No. 46079

American Institute of Certified Planners
Certificate No. 8934

EDUCATION

- Master of Science of Civil Engineering, University of South Florida
- Bachelor of Civil Engineering, Georgia Institute of Technology, graduated w/ Highest Honors

APPOINTMENTS / AFFILIATIONS

TRB Committees

- A3B07 – Bicycle Transportation, Friend of the Committee
- Committee AHB40 – Highway Capacity and Quality of Service Committee, Friend of the Committee
- A3B04 – Pedestrian, Friend of the Committee

National Traffic Engineering Certification Committee, advisory member

Sprinkle Experience: 24 Years

Mr. Landis's complete resumé is available at www.sprinkleconsulting.com

NCHRP 3-70 Multi-modal Level of Service for Urban Roadways - This national project is "to provide tools to better integrate the consideration of auto, transit, bike, and pedestrian level of service in urban street design and analysis." Mr. Landis was central in the development and execution of the research to develop the pedestrian and bicycle elements of this multi-modal methodology to measure level of service for urban roadways. Through real-time, in the field with volunteer data collection events; and video simulation labs; probit and regression modeling of pedestrian and bike arterial levels of service; and the theoretical construction of the midblock crossing term for pedestrians, and sensitivity analysis, Bruce Landis co-lead the creation of the non-motorized components of this effort. As a result of this research, a new draft Chapter 15, Multi-modal Level of Service for Urban Roadways, has been prepared for the Highway Capacity Manual.

AASHTO Guide for the Planning, Design and Operations of Pedestrian Facilities – Mr. Landis is the Principal in-Charge and QA/QC manager for this NCHRP project to update the AASHTO Ped Guide. The revised guide will be the first major revision to the Guide since its original publication in 2004. The revised Guide will include significantly expanded sections on planning tools, documentation methods, accessibility requirements, intersection and midblock crossing design, and maintenance procedures. The final draft is scheduled to be submitted to AASHTO for balloting in 2014.

US 441 Paines Prairie Corridor Study – this corridor study led by Bruce Landis included the development of a number of facility alternatives to meet the needs of the myriad of users of this prominent section of scenic highway in Florida. A unique mix of human uses and animal habitats within this corridor (transportation, recreation – in the forms of bird watching and alligator habitat observational demand, and exercise – training runs of bicycle race club pelotons) created safety problems. The resulting feasibility analysis portrayed the various balancing options among the alternatives within the corridor allowing the Department and affected communities to select the optimal solution.

Federal Highway Administration (FHWA): Pedestrian Safety Engineering and ITS-Based Countermeasures Program for Reduced Pedestrian Fatalities, Injuries, Conflicts and Other Surrogate Measures – Chief Engineer & Pedestrian Safety Expert – This ongoing project is evaluating more than thirty innovative countermeasures to enhance pedestrian mobility and safety in urban street environments. Innovative dynamic intersection and mid-block traffic (both MV and pedestrian) control measures and geometric street improvements have been designed and installed in numerous test and control sites in three candidate U.S. cities (Miami, FL, Las Vegas, NV, and San Francisco, CA). The project involves countermeasures identification, development of evaluation methodologies, and analysis of evaluation data across the United States. This ongoing nationwide study 2002-present will result in sweeping changes in how traffic and roadway design engineers approach and accommodate pedestrian mobility and safety in urbanized environmental settings.

Bus Rapid Transit (BRT) / Pedestrian / Multi-use Pathway Intersection Designs – concept design leader for integrated BRT stations, pedestrian staging areas and multi-use pathway in urban street setting in downtown St. Petersburg Florida. Concept design has transitioned into Master Plan (2006) and now (2007) construction documents. Construction is underway with a ribbon cutting set for January 1, 2008.

Pinellas Trail Extensions into St. Petersburg –Mr. Landis was Principal-in-Charge on three projects to extend the Pinellas Trail across US 19, to the downtown, then along 1st Avenue South. The US 19 crossing project includes preparing two proposed design concepts for a trail crossing of a major six-lane arterial: one at-grade, in line with the existing trail; the other a diversion to a nearby overpass. The pathway to downtown is on a abandoned rail corridor and includes several crossings of major roadways. The final section is a sidepath facility adjacent to 1st Avenue South in downtown St. Pete. The sidepath will be separated from the roadway travel lanes by a raised island and on-street parking. All three of the projects are making extensive use of new and innovative, real time active traffic control devices to enhance the safety of the path.

Federal Highway Administration (FHWA): Operational & Safety Characteristics of Emerging Road and Trail Users National Study – Co-Principal Investigator for this study to evaluate the physical and operational characteristics of numerous emerging road and shared use path users. Evaluated users include bicyclists, in-line skaters, users of various assistive devices, kick scooters, skateboards, and hand cycles as well as others. The findings of this seminal project will be implemented in future national design standards for shared use paths and roadways.

Bicycle and Pedestrian Planning Studies – Mr. Landis also leads local, regional and statewide bicycle and pedestrian planning studies. Several are listed below:

<ul style="list-style-type: none"> • Lexington-Fayette County, KY - Regional Bicycle & Walking Conditions Assessment • Atlanta Regional Commission, GA, Bikeways and Walkways Master Plan • Arizona DOT – Evaluation of State Highway System Accommodation of Non-motorized Travel • Maryland DOT - Maryland Statewide Bicycle & Pedestrian Plan • Scottsdale, AZ - Master Transportation Plan – Bike Ped Elements 	<ul style="list-style-type: none"> • Birmingham, AL, Regional Bicycle, Pedestrian and Greenways Plan • San Antonio, TX, Bikeways Plan Update • Sacramento County, CA Americans with Disabilities Act (ADA) Transition Plan / Master Pedestrian Plan • Philadelphia, PA, The Philadelphia City-wide Bicycle Network Plan • Bainbridge Island, WA – Development of requirements for future development to address bike/ped infrastructure needs.
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KEVIN J. OSBURN

Principal, P.L.A., ASLA

EDUCATION

B.L.A., Ball State University, 1990

PROFESSIONAL REGISTRATION

Indiana, Illinois

AFFILIATIONS

Member, American Society of Landscape Architects
Stanley K. Lacy Executive Leadership Series, Class XXXIII
Board Chair, Indianapolis Parks Foundation
Member, Placemaking Committee for the Indianapolis Regional Center Plan 2020
Member, Association of Pedestrian and Bicycle Professionals

AWARDS

2013 Outstanding Alumni Achievement Award, College of Architecture and Planning, Ball State University

PROFESSIONAL EXPERIENCE

A principal at Rundell Ernstberger Associates LLC, Kevin is principal-in-charge of the Indianapolis office, responsible for management of REA's Indianapolis area projects since 1995.

Kevin began his career as a landscape architect at REA in 1988 and has served as project manager and lead designer on both large scale planning projects and small scale, site-specific projects for institutional, municipal, not-for-profit, and corporate clients. His campus planning and design work includes several projects on campus of Ball State University, Rankin Hall Plaza at Indiana State University, and Pao Hall Plaza at Purdue University. His recreation planning and design projects include the Monon Rail-Trail in Indianapolis, the Maple City Greenway in Goshen, Indiana, and Dillon Park in Noblesville, Indiana. His urban design work includes PNC Plaza in Indianapolis, the 38th Street/Maple Road Streetscape Enhancements in Indianapolis and Kirkwood Avenue Streetscape, a four block project to redesign a portion of this main street in downtown Bloomington, Indiana.

His experience includes specialty site planning and design for museums, zoos, and botanical gardens. Kevin completed the master plan and is overseeing construction documentation for the renovation of the historic Ball Nurses' Garden and Convalescent Park on the campus of Indiana University Purdue University at Indianapolis, an Olmsted Brothers design listed on the national register of historic places. His work includes the Master Plan for the Indianapolis Zoo, which outlined a ten year plan for the addition of several major new additions. He served as the project manager for the Indianapolis Zoo's White River Gardens project, a 3.5 acre garden complex that includes a botanical garden, limestone sculptures, fountains, and a glass conservatory, and was principal in charge for several new exhibits at the Zoo, including Project Elephant and Project Rhino. He also served as principal in charge of Artspark, an innovative and participatory arts exhibition garden on the grounds of the Indianapolis Art Center.

Kevin has led the firm's design efforts on pedestrian-focused urban design, multi-modal transportation, and sustainable design projects. He served as principal in charge of site design for the Nature Conservancy Headquarters (a LEED Platinum Certified project), the Glick Peace Walk, and the Market Street Improvements in Indianapolis. Most notably, he served as principal-in-charge of design for the Indianapolis Cultural Trail, an innovative eight mile urban greenway featuring bicycle and pedestrian pathways, public art, custom lighting and signage, and green design features that is integrated into the urban infrastructure of downtown Indianapolis. He also served as principal-in-charge of pedestrian and bicycle plans for Columbus, IN, Brownsburg, IN, Indiana University, and Purdue University.

Kevin served as principal-in-charge for the Switchyard Park Master Plan in Bloomington, Indiana, leading a multi-disciplinary team in the development of a plan to transform an abandoned former railyard into a signature, destination urban park that catalyzes revitalization and community development. He is currently leading the firm's efforts in the design of several gateways for the Indiana University Bloomington campus.

Frank Pruitt, PE

Senior Engineer

Experience and Qualifications

Mr. Pruitt has worked on a variety of civil engineering projects throughout his 17-year career. He has extensive experience in the design of infrastructure projects involving roadway design, stormwater management, water distribution, sanitary sewer, and site development, projects. Mr. Pruitt is also well versed in conducting public meetings and coordinating with property owners. Relevant Central Kentucky experience includes serving as project manager or project engineer on the following projects:

Central Kentucky Transportation Projects:**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.

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. Designs included 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.

Berea Trail Master Plan – City of Berea, Kentucky

Assisted City staff with the development of a Trail Master Plan to guide the community planning process related to bicycle and pedestrian transportation.

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.

Cardinal Run Park - Parkers Mill Road (KY 1968) Widening - Lexington-Fayette Urban County Government

Design and construction services for approximately 0.4 mile of KY 1968 to accommodate turn lanes at the entrance to Cardinal Run Park.

Mason Headley Road Improvements - Lexington-Fayette Urban County Government

Project involved design and construction services for widening of approximately 1100 feet of urban roadway to 3 lanes, including sidewalks along Mason Headley Road.

Cigar Lane Improvements - Kentucky Horse Park

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.

Mayde Road Widening - City of Berea, Kentucky

This project involved the design and construction services for approximately 1.2 miles of urban roadway with an adjacent shared use path.

Menelaus Road (KY 1983) Improvements - KYTC and the City of Berea, Kentucky

Project involved the design of approximately 2 miles of urban roadway with a shared use path and storm sewers.

Indian Fort Trail - City of Berea, Kentucky

Design and construction services for approximately 3.2 miles of 10' shared use paths including an 80' bridge. Two sections of the trail have been constructed and the last section is being designed in 2015.

Mayde Road - KY 595 Bike Path Connector - City of Berea, Kentucky

Approximately 2,000 feet of a 10' shared use path.

Jane Drive Improvements - City of Berea, Kentucky

Design and construction services for approximately 1,600 feet of urban roadway with sidewalks, drainage improvements, and the rehabilitation of 2 stormwater detention ponds.

Shortline Pike Improvements - City of Berea, Kentucky

Approximately 2,800 feet of urban roadway with sidewalks. Served as project manager, lead designer, and engineer of record.

KY 1016 Improvements - City of Berea, Kentucky

Project involved the design and construction of approximately 2,300 feet of urban roadway, sidewalks, and associated storm drainage systems.

LFUCG Sanitary Sewer and Stormwater Projects

Boston Road Sanitary Sewer Project - Lexington-Fayette Urban County Government

This fast-track project involved the design and construction services for approximately 1,000 feet of gravity trunk sewers to eliminate a failing pump station.

Valley Park Sanitary Sewer Relocations - Lexington-Fayette Urban County Government

Project involved the design and construction of approximately 500 feet of gravity trunk sewers to eliminate hydraulic bottlenecks.

Wellington Way Sanitary Sewer Project - Lexington-Fayette Urban County Government

This project involved the design and construction of approximately 1,800 feet of gravity sanitary sewers to accommodate proposed road improvements and increase capacity.

Liberty Heights Storm Sewer Improvements - Lexington-Fayette Urban County Government

Project involved the design and construction services for a rehabilitation of an existing storm drain system. Construction involved approximately 1,100 feet of storm sewer pipes and associated inlets.

Elkhorn Park Drainage Improvements - Lexington-Fayette Urban County Government

Design and construction for upgrades to the existing drainage systems in two adjoining neighborhoods. Construction involved approximately 2,000 feet of storm sewer pipes, 3 reinforced concrete box culverts, inlets, and two detention ponds.

Education

University of Kentucky, Bachelor of Science Civil Engineering, 1998

Professional Registration

Professional Engineer, KY #22891



Sprinkle
CONSULTING

Active Transportation
Planners+Engineers

CERTIFICATION

Professional Engineer

State of Florida, No. 48857
State of Kansas, No.18987
State of Georgia, No. 32984
State of Colorado, No. 0046943

**Professional Traffic
Operations Engineer**
No. 1766

**LAB, League Cycling
Instructor** No. 859

EDUCATION

Bachelor of Civil Engineering,
University of Florida, 1990

**APPOINTMENTS /
AFFILIATIONS**
TRB Committees

AND40 – Visibility, Member
ANF20 – Bicycle Transportation,
Member (2002-2011)
ANF10 – Pedestrian, Friend of
the Committee
AHB70 – Access Management
Committee, Friend of the
Committee

National Committee on Uniform
Traffic Control Devices
Bicycle Technical Committee,
Member
Pedestrian Task Force, Member

Association of Pedestrian and
Bicycle Professionals, Member

Institute of Traffic Engineers,
Member
Pedestrian and Bicycle Standing
Committee, Member

Mr. Petritsch's complete resumé
is available at
www.sprinkleconsulting.com

Theodore A. Petritsch, P.E., PTOE
Senior Transportation Engineer



SYNOPSIS OF EXPERIENCE

Mr. Petritsch is a nationally recognized expert multimodal transportation planning, modeling, design, operations and safety. His experience includes interstate traffic safety studies, fatal crash analyses, roadway corridor crash reviews, signal analysis, intersection analysis, and general traffic operations studies. He served on Florida's Safety Management Steering Committee, The *Florida GreenBook* Committee and FDOT's *Intersection Design Guide* Advisory Committee. He serves on the Transportation Research Board's Visibility Committee and served for 9 years on the Bicycle Transportation Committee.

Mr. Petritsch also develops plans for multimodal downtowns, corridor traffic calming, intersection designs, and roundabouts. He has been central in numerous roadway and downtown design charrettes around the country targeting the accommodation of all modes in constrained rights of way. He regularly makes presentations on livable communities and is a frequent presenter at conferences throughout the North America. He works on the local, state and national levels developing guidelines for the design and operation of neighborhood streets, traffic calming features, intersection design, and pedestrian and bicycle facilities. He is a member of the National Committee of Uniform Traffic Control Devices Bicycle Technical Committee and Pedestrian Task Force. He has been a contributing author for the *Manual of Uniform Traffic Control Devices*.

Mr. Petritsch served for six years as Florida's Pedestrian and Bicycle Coordinator in the Florida Department of Transportation Safety Office and five years as a Traffic Operations Engineer in the FDOT's Jacksonville Urban Office. During his tenure with the FDOT, he developed and evaluated numerous roadway corridors and provided recommendations on how to improve them for all users – motorized and non-motorized alike. He has been published more than twenty times by ITE, FHWA, TRB, and NCHRP.

SELECTED TRANSPORTATION & SAFETY PROJECTS

AASHTO Proposed Update to the Guide for the Planning, Design and Operations of Pedestrian Facilities – Mr. Petritsch is the Project Manager for this NCHRP project to update the AASHTO Ped Guide. The revised guide will be the first major revision to the Guide since its original publication in 2004. The revised Guide will include significantly expanded sections on planning tools, documentation methods, accessibility requirements, intersection and midblock crossing design, and maintenance procedures. The final draft is scheduled to be submitted to AASHTO for balloting in 2014.

Pittsburgh Strip District Transportation and Land Use Project – For this mobility study Mr. Petritsch created a best practice report for urban cycle tracks, performed nonmotorized travel demand modeling and participated as a walking and cycling facilities expert in the Design Charrette event. The week long intensive planning process included technical sessions with project stakeholders, elected officials, and agencies as well as open public sessions at key points during the week. Mr. Petritsch is continuing to work with the consultant team to develop final recommendations for the district.

St. Augustine Mobility Institute – Mr. Petritsch was the nonmotorized expert member of the consultant team (that included urban planners, landscape architects, engineers, and archeologists) that lead a week long design Charrette to identify potential improvements to roadway corridors that serve as entryways into historic St. Augustine.

Volusia County Bicycle and Pedestrian Feasibility Studies – Theo Petritsch led numerous feasibility studies for the Volusia County Transportation Planning Organization under this contract to evaluate and recommend conceptual designs for enhancement projects. Evaluations studies were conducted for evaluated included shared use paths and sidewalk infill projects. Each of these projects evaluated available rights of way and long range (cost) estimates.

Pinellas Trail Extensions into St. Petersburg –Engineer of Record on three projects to extend the Pinellas Trail across US 19, to the downtown, then along 1st Avenue South. The US 19 crossing project includes preparing two proposed design concepts for a trail crossing of a major six-lane arterial: one at-grade, in line with the existing trail; the other a diversion to a nearby overpass. The pathway to downtown is on an abandoned rail corridor and includes several crossings of major roadways. The final section is a





Theodore A. Petritsch, P.E., PTOE
Senior Transportation Engineer

sidepath facility adjacent to 1st Avenue South in downtown St. Pete. The sidepath is separated from the roadway travel lanes by a raised island and on-street parking. All three of the projects make extensive use of new and innovative, real time active traffic control devices to enhance the safety of the path.

Louisville Bicycle and Pedestrian Master Plan – This master plan project includes the development of a system wide user volume predictive methodology for bicycle and pedestrian facilities. This methodology predicted both the number of recreational users (bicyclists and pedestrians) and utilitarian users. The results were used to develop emissions reduction estimates resulting from the provision of specific facility types. These were in turn used to identify potential CMAQ projects. Additionally, crash data were analyzed to identify enforcement and engineering countermeasures for identified crash trends

Columbia, Indiana Bicycle Alternatives and Recommendations – Theo was the lead non-motorized transportation expert on this project to identify potential roadway and intersection improvements for the bicycle network in Columbia, Indiana. The project included evaluating Columbia's entire roadway network to identify potential roadways for bicycle infrastructure improvements and recommending specific improvements for those roadways. Recommended improvements included lane markings, bike lanes, buffered bike lanes, midblock crossings, bicycle-specific detection at intersections, blank-out signs at intersections, traffic calming and bike parking. The project also included identifying gaps in the sidewalk network.

Colorado DOT Roadway Design Guide Chapter 14 - Bicycle and Pedestrian Facilities Design Colorado DOT recently adopted a bicycle and pedestrian Policy Directive and a Procedural Directive. These directives require routine accommodation of bicyclists and pedestrians throughout their day to day operations and projects. Theo wrote CDOT's design standards to be incorporated into their design manual. This chapter sets the minimums for design and mandate bicycle and pedestrian accommodation. Also included is equestrian design information.

North McDonough Streetscape Transformation – Theo was lead geometric designer for the bi-directional cycle track portion of this project to develop alternatives, assist in the locally preferred alternative selection, and conduct the master plan and horizontal geometric design stages of this current \$2M project underway for the City of Decatur, in metropolitan Atlanta. Working in tandem with prime consultant URS, its roadway design engineers and landscape architecture staff and closely with city planning and engineering staff, the Theo created feasible concept options for multiple cycle track options. The alternative moving forward transforms the number of motor vehicle travel lanes from 4 to 2 along N. McDonough Road from College Ave to W. Trinity Place, adds a two-way cycle track (multi-use pathway) within its west side, and creates parallel parking with flourishing landscaped buffers to separate the sidewalks, bike path and roadway. Effective mid-block crossings are being designed by the team to enhance the pedestrian environment.

LYMMO Expansion Alternatives Analysis –City of Orlando c/o PB - LYNX, the Orlando regional transit agency, is expanding its free downtown area shuttle service, known as LYMMO. As part of the associated FTA alternatives analysis, Mr. Petritsch conducted walking audits of the study subareas to determine the quality of bicycle and pedestrian access to the proposed route alternatives and associated bus stops. Recommendations included the provision of shared lane markings, restriping for bike lanes, pedestrian intersection improvements and midblock crossings.

St. Petersburg – Pedestrian, Bicycle and Traffic Calming Projects – Senior Engineer and Engineer of Record for numerous projects to improve the livability of St. Petersburg, FL; examples include bicycle and pedestrian safety studies, speed zone studies for the CBD, evaluations of roadways for the addition of bicycle improvements, roundabout design, traffic calming evaluation and design, pedestrian intersection improvements, and the design of midblock crossing treatments. Included as tasks under this project are the design of the Skyway Trail Extension and the design of the 4th Street widening for bike lanes.

FHWA Safety Materials – Theo was the lead technical specialist on this FHWA project to create educational materials to help implement the FHWA's Safety Comprehensive Strategic Communications and Outreach Plan for its Proven Countermeasures Pedestrian Safety Program. This included best practices reports, informational brochures, and flyers for raised medians and walkways along roadways.

FHWA and ITE Issue Briefs – Theo authored two FHWA Issue Briefs including Brief No. 9 Pedestrian Safety at Intersections and Brief No. 11 Pedestrian Design for Access Within the Public Right-of-Way. Both of these briefs were published by FHWA.

Bicycle Facility Selection and Sidepath Guidelines – Theo was the Principal Researcher for this research that evaluated the safety of shared use paths placed adjacent to the roadway and how that safety is influenced by geometric and operational design. Additionally, a methodology for determining when a sidepath is an appropriate treatment was developed.



Stephen Sewell, PE, PTOE



**Streetscape Design;
Stormwater Management**

Experience: 15 years

Education:

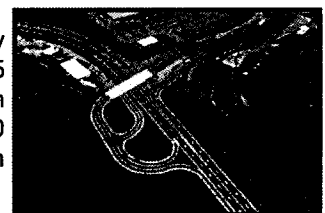
University of Kentucky
BS, Civil Engineering, 2000

Professional Registrations:

PE--KY-24030-2004; 1 other state
PTOE--National, 2007

Stephen joined Palmer Engineering in 1999; project experience includes:

- **Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government, 2010-2014** - Project Engineer; developed intersection/roadway design and performed traffic analysis and 3D micro-simulations using VISSIM for four alternatives. The Euclid Avenue/Tates Creek Road/Fontaine Avenue/High Street intersection redesign involved streetscape design, consideration of access management concepts, two public meetings, one business owners' meeting, and a detailed report documenting the results.
- **Kentucky State University Pedestrian Walkway and Tower, Franklin County, KY for KSU and KYTC, 2012-2013 (STW LPA Contract)** - Project Manager for a pedestrian walkway and elevator tower over US-60 on KSU campus; Coordinated architectural concept drawings and preliminary cost estimates for Phase I design; Coordinated utility relocations of overhead utilities to be buried or relocated from the project area; Coordinated design of a student drop-off lane near the elevator tower; Coordinated walkway design and connection into existing buildings including the survey of finished floor elevations.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission, 2007-2008** - Project Engineer; assisted in roadway design and performed traffic forecasting and 3D micro-simulations using VISSIM for four alternatives for curve and intersection realignment of Broadway Avenue and High Street ; Intersection improvements considered included conventional intersection and roundabout configuration; each alternative addressed access management for local businesses and provided pedestrian and bicycle facilities through the improvement area. Prior to design, no storm sewer was present at or near the intersection, causing safety concerns for the project team. To minimize construction costs, a storm sewer network was successfully designed to have no effect on utilities and minimal impact to adjacent property owners. The design consisted of 418 LF of pipe, 9 structures, and 1 drywell.
- **KY-1448--Maple Leaf Road, Mason County, KY for KYTC, 2010-Present** - Project Engineer for roadway redesign of a 1.6 mile stretch of Maple Leaf Road, beginning at KY-9 (AA Highway) and running North to US- 62. This road services three Mason County Schools, the Tom Browning Boys' and Girls' Club, and the local YMCA, which results in heavy foot and bike traffic; The project includes access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane; Project responsibilities include traffic simulations using VISSIM for school dismissal peak hours, traffic forecasting, and bike/ped facilities.
- **CR-1127, Lewis County, KY for KYTC / Lewis County Fiscal Court, 2012-Present** - Project Manager for survey and rural roadway improvements for 1.0 mile of CR-1127 and .5 mile of KY-59; Final Plans for the project were completed in five months including the replacement of a WPA Culvert under KY-59; Each alternative minimized earthwork and right-of-way impacts to fit the project within the allotted funding; Project involved two culverts and utility coordination of a high pressure gas transmission line crossing; Construction Inspection services were provided during the construction phase along with coordination with KYTC District 9.
- **CS-1192--Thompson Road, Pikeville, KY for KYTC, 2013-Present** - Project Engineer for Traffic Engineering Services, Capacity Analysis, Traffic Forecasting, Travel Demand and Simulation Modeling for 1.9 miles of roadway widening, traffic, and safety improvements; Developed multiple traffic forecasts for various alternatives connecting Thompson Road to either KY-3495 or US-23; Forecasts were developed using the manual gravity diversion methodology and supplemented with speed studies; Determined appropriate growth rates for the area; Performed calibration studies including travel time measurements and identifying intersection queues; Developed traffic simulations for various alternatives.
- **KY-15, Perry County, KY for KYTC, 2013-Present** - Task Manager for roadway design and traffic analysis for 1.24 miles of widening and reconstruction of KY-15 between the intersection of KY-15/KY-15 Bypass and the intersection of KY-15/Morton Blvd. that includes adding a truck-climbing lane northbound between the KY550 interchange to beyond the crest of the hill north of the proposed interchange with Morton Blvd.; The project is in Final Design.



Greg Isaacs, PE



**Streetscape Design;
Stormwater Management**

Experience: 17 years

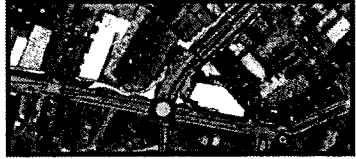
Education:

University of Kentucky
BS, Civil Engineering, 1998

Professional Registrations:

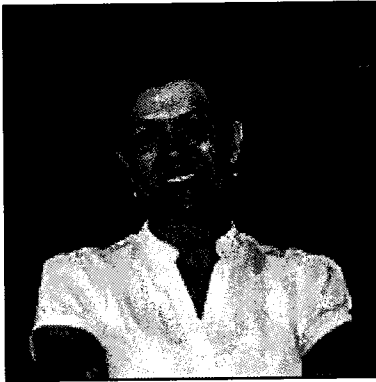
PE-- KY-22845-2002; 5 other states

Greg rejoined Palmer Engineering in September 2008 after previously working with the firm in 2006-2007; project experience includes:

- **Chevy Chase Intersection Feasibility Study; Chevy Chase Paving and Restriping Plan, Fayette County, KY for LFUCG, 2010 and 2013-2014** - Project Manager for the evaluation of design alternatives for improvements to the intersection of High Street / Euclid Avenue / Tates Creek Road / Fontaine Road and improvements to the streetscape of each approach. The study included two public meetings and two merchant meetings to gather from stakeholders in the area. Based upon the input, the design team made recommendations for the selected design alternative and developed phasing options and associated costs for the selected alternative. This study will be utilized to seek funding and as a guideline during the future design of each phase of the project; Project Manager for the design of approximately 2,000 linear feet of roadway for the Chevy Chase area. Project included coordination with the gas company for relocation of gas mains and coordination with overhead utilities. 
- **Willow Oak Pond Study, Lexington, KY for LFUCG, 2014** - Project Engineer for the evaluation of an existing retention pond for alternatives to improve water quality and estimating the cost associated with each alternative for LFUCG Division of Water Quality. The evaluation considered two main options as directed by the client. One option was to dredge off the existing retention pond to remove the built-up siltation and nutrients. The second option was to convert the pond to a dry detention pond, maintaining the same water quantity benefits. The water quality benefits and aquatic habitat would be altered by converting to a dry pond, but more opportunities for infiltration and streamside wetlands would be created. The analysis of both options included the consideration of the benefits, engineering obstacles, permitting issues, and the cost associated with this solution.
- **Crimson King Court / Coldstream Court Stormwater Study, Fayette County, KY for LFUCG, 2010** – Project Manager for the study to evaluate alternatives to remediate the flood issues to 7 properties in the study area; The project included gathering input from the residents in the form of questionnaires, site survey, stormwater modeling, public meetings, and report of findings. The selected option resulted in six residential property acquisitions. Palmer was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners; and assisting LFUCG with the acquisitions. Mr. Isaacs met with property owners one on one to address their concerns. At the completion of the project, the city was able to purchase all properties. 
- **Trinity Road, Fayette County, KY for LFUCG, 2008** - Project Engineer during preliminary evaluation for the replacement of a 50-year-old stormwater structure; The new structure had equal hydraulic capacity to avoid impacting downstream conditions.
- **KY-21, Berea, KY for Berea College Water Services (now owned by the City of Berea)** - Utility Relocation for highway widening project; Project Engineer responsible for waterline relocation project; The project required coordination with the KYTC and multiple utilities including stormwater, sanitary sewer, electric, cable, telephone, water, and gas.
- **Martin Avenue, Cumberland (Harlan County), KY for US Army Corps of Engineers, 2006** - Project Engineer for design of water line and wastewater line relocation.
- **Kentucky State University Pedestrian Bridge and Tower, Franklin County, KY for KSU and KYTC, 2013-Present** - Project Engineer / Utility Coordinator for a pedestrian bridge and drop-off lane in Frankfort, KY; Responsible for coordination with AT&T, Frankfort Plant Board, Columbia Gas, and Frankfort Sewer Department to relocate utilities around the project area; Coordinated with the pedestrian bridge design team to incorporate minor changes, which significantly reduced utility relocation from \$1.76M to \$1.46M; Lead Engineer for the design to relocate sanitary sewer and storm sewer on the project site. 

Jennifer Shelby, PE, CPESC

Water Resources Engineer



Years Experience - 15

Education

- Ph.D. Candidate Biological Engineering, North Carolina State University
- M.S. Biological Engineering, North Carolina State University, 2002
- B.S. Biosystems and Agricultural Engineering, University of Kentucky, 1998

Professional Registrations & Licenses

- Professional Engineer, Kentucky, #25763
- Professional Engineer, Tennessee, #112264
- Professional Engineer, Illinois, #62.063125
- Certified Professional in Erosion and Sediment Control (CPESC), #4006, 2007

Professional Memberships and Honors

- Kentucky Society of Professional Engineers
- American Society of Agricultural and Biological Engineers
- Kentucky Leadership PE Class of 2008-2009

Specialized Training

- Stream Restoration Design Training, Canadian Rivers Institute, University of New Brunswick, Dr. Robert Newberry, 2014
- Levels I-IV of Rosgen Training (River Restoration and Natural Channel Design, River Assessment and Monitoring, River Morphology and Applications, Applied Fluvial Geomorphology), Wildland Hydrology, Dr. Dave Rosgen, 2007-2008
- Stream Restoration, Dr. Greg Jennings, PE, North Carolina State University, 2003

Professional Experience/Areas of Expertise

Jennifer has dedicated her career to the enhancement of environmental quality, including nonpoint source pollution and stormwater management, watershed-scale assessment of hydrology and water-quality, green stormwater infrastructure planning and design, environmental permitting, and stream and wetland restoration. Her role as a water resources engineer includes management of environmental projects.

Municipal Stormwater Program Consulting

Jennifer has worked extensively as part of a team of consultants to provide technical expertise to Lexington-Fayette Urban County Government (LFUCG) for implementation of their municipal stormwater program and compliance with Consent Decree / MS4 permit requirements. Jennifer has specialized experience assimilating vast amounts of varied water quality data and presenting it to technical and non-technical audiences. She has used appropriate statistical and graphical analyses to extract valuable conclusions from LFUCG's stormwater monitoring program data for each of Lexington's seven watersheds.

Watershed Assessment and Water Quality

Jennifer has worked both in Kentucky and North Carolina on watershed-scale monitoring projects. Jennifer was part of a team of Third Rock engineers, planners, and ecologists that prepared a Watershed Plan for the highly urbanized Wolf Run watershed for Lexington-Fayette Urban County Government (LFUCG). This effort included extensive review of existing watershed data, planning a monitoring scheme to collect additional data, and ultimately analyzing the data to support the development of an action plan for remediation projects within the watershed. Jennifer lead efforts to assess

stream hydrogeomorphic condition and rate of stream change as a way to characterize the effects of hydromodification within the Wolf Run watershed. Permanent cross-sections, longitudinal profiles, and substrate analysis were established at nine monitoring stations throughout the watershed and were used to evaluate how the stream is physically changing, particularly under the modified flow regime of this highly urbanized watershed.

Stormwater BMP Planning and Design

Jennifer provided services related to BMP planning, evaluating stream restoration opportunities, and assessing feasibility of those opportunities for a proposed redevelopment of a formerly industrial and commercial area of downtown Lexington into an arts and entertainment district (Distillery District). The project included developing green BMPs and restoration activities to improve the quality of a degraded stream, Town Branch, running through the district.

Jennifer has experience in design and construction oversight for green stormwater BMPs, including bioretention areas, water quality swales, and stormwater wetlands. For example, Jennifer designed and oversaw construction and planting of an approximately 1-acre stormwater wetland using an EPA 319(h) grant for reducing nonpoint source pollution within Levi Jackson State Park. The BMP treats stormwater from an adjacent parking lot and roadway, provides an aesthetically pleasing buffer of native species for the adjacent Little Laurel River, and offers opportunities for community education.

Stream Restoration

Jennifer's areas of expertise related to stream enhancement and restoration include: field stream geomorphology and stability assessments; natural channel design utilizing Rosgen and other methods; hydrologic and hydraulic modeling to support restoration design; modeling sediment transport to support restoration design; preparation of construction plans and supporting documents; preparation of sediment and erosion control plans; and preparation of federal, state, and local permit applications. Since 2006, Jennifer has performed stream restoration design on five projects for Kentucky Department of Fish and Wildlife Resources projects funded by the state fee in lieu of (FILO) program. These projects include natural channel design, 401 and 404 permit application preparation, mitigation plan preparation for the USACE, construction oversight, and post-construction monitoring. Recently, Jennifer performed restoration design and construction oversight for over 7,000 feet of perennial and headwater stream in Boyd County, Kentucky. Currently, Jennifer is involved in the design of more than 16,000 feet of perennial and headwater stream in Casey County, Kentucky. She is also currently leading the design of nearly 30,000 feet of perennial and headwater stream within Lake Barkley State Resort Park in Trigg County, including stream reaches with the State Park Golf Course.

Jennifer's experience also includes completing the necessary assessments and documentation to obtain environmental permits (typically Section 401 and 404 permits) in a timely manner, including identifying necessary permits, coordinating with permitting agencies, completing necessary field assessments, preparing permit applications, and producing thorough mitigation or restoration plans.

Wetland Restoration

Jennifer has been involved in a recent stream and wetland restoration effort on a site bisected by Whitley Branch in London, Kentucky for the City of London using an EPA 319(h) grant to reduce nonpoint source pollution. The project also includes enhancement of Whitley Branch to facilitate a connection to the adjacent floodplain and enhance wetland hydrology and functions throughout the approximately 80-acre site. The design included excavation of niche wetland habitats and creation of surface microtopography to enhance wetland hydrology on the site. The design also includes a site-specific, native planting plan to achieve site stability and longterm function.



TRICIA McCLELLAN

Associate, RLA, LEED AP

EDUCATION

B.L.A., Ball State University, 1995

AFFILIATIONS

American Society of Landscape Architects
U.S. Green Building Council, member

PROFESSIONAL REGISTRATION

Kentucky
Indiana
LEED AP

PROFESSIONAL EXPERIENCE

Ms. McClellan has a variety of experience in site architecture, planning, urban design and site construction plan development for both public and private clients. Her portfolio of work includes greenway plans, roadway enhancement plans, park and open space plans, master planning, corporate site design, low impact site development, public design manuals, and urban plaza design.

Ms. McClellan recently completed the preparation of bicycle and pedestrian master plans for the towns of Brownsburg and Fishers in Indiana. These master plans included: a comprehensive analysis of current conditions including several key intersections; public outreach including through social media and traditional methods such as open house public meetings, preliminary facility route layout, implementation plan, operations and maintenance manual and design guidelines for the proposed facilities.

Ms. McClellan also completed the Southwest Greenways Master Plan for Louisville Metro Parks Department. The master plan identified opportunities for a network of paths and greenway corridors that connected neighborhoods to natural areas, historic sites and community facilities. REA developed a plan to evaluate ecological and cultural qualities of public lands in the study area. Although always a consideration in master plan development, this particular project included an emphasis on the ecological and cultural resources in an area of the county that retains a large portion of these resources. The master plan included recommendations for recreation and alternative transportation infrastructure, ecological restoration, cultural interpretation and long-term management of the trail system. The greenways system created will build on the legacy of Louisville's Olmsted parks and parkways, combining recreation and transportation opportunities with ecological benefits and cultural opportunities.

Ms. McClellan's current work includes a variety of projects with a focus on bicycle and pedestrian master plans including a bicycle master plan for the Bloomington campus of Indiana University, a bike and pedestrian master plan for Richmond, Indiana and a master plan for the Ohio River Greenways located in Southern Indiana.

Ms. McClellan's previous experience includes a variety of projects from streetscapes to master plans. She was project manager for a Streetscape Enhancement Plan for a portion of 10th Street/State Road 62 in Jeffersonville, Indiana. Working with an environmental graphic company, Ms. McClellan completed a Wayfinding and Gateways Master Plan for Jeffersonville. Ms. McClellan served as project manager for a 5-Year DNR Master Plan for the City of Oakland City in Indiana. This park master plan provided the city with a clear direction for implementing improvements to the existing park system including: new facilities, renovation of existing facilities, wayfinding and pedestrian/bicycle connections between the city and the parks. Funding and grant opportunities were also provided to assist the city's efforts to fund improvements with a limited budget.



Sprinkle
CONSULTING

Active Transportation
Planners+Engineers

OFFICE

18115 US Hwy 41 N, Lutz,
FL

EDUCATION

B.A., Creative Writing -
University of Minnesota-
1997
M.L.A., University of Illinois
at Urbana-Champaign-
2005

Christopher B. Fellerhoff, MLA

Project Planner

PROFESSIONAL EXPERIENCE

Christopher B. Fellerhoff, a project planner and designer, works on bicycle and pedestrian facility design projects, non-motorized safety projects, area-wide bicycle and pedestrian plans, and multi-modal research projects for Sprinkle Consulting Inc. His design experience includes on-street bicycle lanes, bicycle-friendly shoulders, shared-use pathways (including facilities adjacent to roadways and independently aligned trails), and trail and pedestrian crossing treatments. Chris helps communities identify "family friendly" walking and bicycling routes, recommending treatments that improve the safety of the walking/biking environment. Chris has also worked on Safe Routes to School projects, including a countywide SR2S Plan with pilot implementation and evaluations at several schools. Chris has led field reviews and crash analyses for countywide Bicycle Safety Action Plans in Hillsborough and Pinellas counties, as incorporated crash reviews into long-range bicycle and pedestrian plans in Palm Beach County, the City of St. Augustine and other communities.

He has coordinated data collection and analysis for non-motorized level of service studies, mapped non-motorized facilities and conditions, and performed multimodal facility demand analyses. Mr. Fellerhoff also programs and conducts public workshops designed to solicit citizen input regarding facility improvement needs and facilitates training workshops and charettes for design professionals.

PROJECT EXPERIENCE

Hillsborough County Bike Safety Action Plan -This plan provides the county and its residents with a detailed understanding of the causes of the crashes. Thousands of crash reports were analyzed to identify crash patterns in specific sub-areas and to develop appropriate countermeasures. Crashes in each geographic area's corridors were caused by a variety of identifiable factors. Each individual crash was documented and categorized by determining: crash setting, weather, bicyclist bio, and injury type. Working with Theodore Petritsch, Mr. Fellerhoff reviewed detailed crash reports for high priority corridors and identified trends and developed countermeasures for the most common crash types in each corridor. Of note on this project is that all of the recommendations were programmed for design and construction.

AASHTO Proposed Update to the Guide for the Planning, Design and Operations of Pedestrian Facilities – Mr. Fellerhoff is a key author for this for this NCHRP project to update the AASHTO Ped Guide. The revised guide will be the first major revision to the Guide since its original publication in 2004. The revised Guide will include significantly expanded sections on planning tools, documentation methods, accessibility requirements, intersection and midblock crossing design, and maintenance procedures. The final draft has been submitted to AASHTO for balloting.

St. Petersburg – Pedestrian, Bicycle and Traffic Calming Projects – Sprinkle consulting has an on-going, on-call contract for numerous projects to improve the livability of St. Petersburg, FL; examples include speed zone studies for the CBD, evaluations of roadways for the addition of bicycle improvements, roundabout design, traffic calming evaluation and design, and the design of midblock crossing treatments. Mr. Fellerhoff has assisted in projects to improve pedestrian crossing conditions and calm motor vehicle traffic at various locations including: roundabout at 1st Street North and 30th Avenue NE, pedestrian crossing on 4th Avenue North (Sunken Gardens), and pedestrian crossings at Bayou Grande and Venetian Boulevards.

NCHRP 20-07 US Bike Route Study – Mr. Fellerhoff was a key staff member on this project to make recommendations on signing and marking procedures for the US Bicycle Route. This project identified methods of wayfinding to be used along the U.S. Bicycle Route. The recommendations of this study are expected to be incorporated into AASHTO procedures and the MUTCD.

Downtown Alpharetta Supplemental LCI Study, Alpharetta GA - Sprinkle Consulting developed bicycle and pedestrian related strategies to help make the center of Alpharetta functional at a more



livable scale. Working within a context that seeks to manage motor vehicle traffic and to provide an alternative to the surrounding suburban land-use pattern, Chris Fellerhoff and Theo Petritsch identified opportunities for new sidewalk, pathway, and in-street bicycle facilities and recommended locations and treatments for mid-block crossings to help pedestrians circulate through a revitalized downtown Alpharetta. In his report, Mr. Fellerhoff also included design strategies to improve crossing conditions at signalized intersections subject to high traffic volumes, poor visibility and continuous turning movements and identified potential new bicycle and pedestrian connections between downtown Alpharetta and several nearby commercial and recreational destinations.

Cobb County Bicycle and Pedestrian Master Plan - This plan includes an assessment of current conditions for bicycling and walking in Cobb County, and determination of appropriate improvements for those roadways on the collector and arterial network, and a prioritization methodology for funding the identified improvements. Additionally, this project includes the identification of and recommended specific improvements for “family friendly routes” in Cobb County. A wayfinding signage protocol is also being created as part of this project; as is a Safe Routes to School Plan. Finally, a feasibility analysis and conceptual design of an extension to the Silver Comet Trail is being developed. Mr. Fellerhoff is central in all tasks of this project.

George Road Connector Review, Tampa, FL – The Hillsborough MPO conducted a study to determine the potential for a trail connector between Dana Shores Drive and an existing trail north of Johns Drive. When it was determined a trail was not feasible, the MPO requested Sprinkle Consulting evaluate alternative measures that could provide a non-motorized connection along this corridor. Mr. Fellerhoff worked with Theo Petritsch to assess the need for and feasibility of improving roadways to accommodate bicyclists and pedestrians. Recommendations included the provision of bike lanes, sidewalk improvements, traffic calming and intersection modifications. Sprinkle Consulting was a sub to URS on this project.

Federal Highway Administration (FHWA) & National Highway Institute (NHI): Bicycle & Pedestrian Facilities Design Courses – Mr. Fellerhoff is a primary instructor for these design oriented courses and has taught more than 50 classes of across the country. These courses provide participants detailed information on bicycle and pedestrian facility user characteristics, facilities planning, geometric design, operations, and ADA considerations. Mr. Fellerhoff has been recognized as an Instructor of Excellence for his efforts on these courses. He recently managed the update of the NHI Bicycle Facilities Design Course which incorporated the latest AASHTO Bike Guide, NACTO, MUTCD and ITE Guidance into the course materials. He has just completed an update to the Pedestrian Design Course.

Perimeter CIDs Commuter Trail System - The Perimeter Community Improvement Districts are organized near the junction of Georgia Highway 400 and Interstate 285, just north of Atlanta, Georgia. The Perimeter area, is known as one of the premier office space markets in the southeast as well as a locus of high-end retail, a major medical complex, and limited residential development area. The area is served by the MARTA commuter rail system, allowing workers and visitors to get there from around Metro Atlanta. In this ongoing study, Sprinkle Consulting is helping Perimeter CIDs identify opportunities for improved bicycle and pedestrian mobility between the MARTA stations, local workplaces, and retail establishments. Improvements under consideration include on-street facility improvements, elevated crossings, and new pathway corridors between areas of high job concentration and transit stations.

Predicting Non-motorized Trips at the Corridor/Facility Level: The Bicycle & Pedestrian Mode Shift and Induced Travel Models - District 7 of the Florida Department of Transportation (FDOT) hired Sprinkle Consulting to develop a series of methods for “Non-motorized Travel Demand Modeling & Facility Selection.” The methodology and tools developed enables planners and engineers to estimate usage of planned bicycle and pedestrian facilities, select the best facility type for a given situation, determine the resulting improvement in bicycling and/or walking conditions, and finally, assess the benefits relative to the investment costs. “Predicting Non-motorized Trips at the Corridor/Facility Level” used actual intercept surveys and user counts to develop and validate the models. The project objective was to develop a corridor-level mode-shift model that will predict the degree to which the construction of a non-motorized facility (such as a bicycle lane or multi-use sidepath) along a corridor will induce a shift from the motor vehicle mode to the bicycle and/or pedestrian modes and/or will induce recreational trip activity. Mr. Fellerhoff worked closely with Mr. Theo Petritsch to develop these methodologies.





ANDREW GUDGEON

Graduate Landscape Architect

EDUCATION

B.L.A., Purdue University, 2011

AFFILIATIONS

Member, American Society of Landscape Architects

PROFESSIONAL EXPERIENCE

Mr. Gudgeon is a graduate Landscape Architect with the Louisville office. Andy is a highly skilled landscape designer with an extensive range of experience covering multiple design software programs, concept development, 3D modeling, graphic design and construction document preparation. This mix of skills allows him to develop holistic design solutions that address the key objectives of the communities he works in. His work experience demonstrates an ability to build consensus from multiple perspectives. His previous experience includes a variety of projects including bike lanes, trail improvements, and pedestrian connections.

Mr. Gudgeon's recent experience includes the Ohio River Greenway Refresh Master Plan in Southern Indiana. The project involved a seven mile greenway that runs through three different communities and is accessible by two states. The master plan took a comprehensive look at existing conditions and previous studies that were completed for the existing greenway. This information was combined with the input gathered from community meetings and stakeholder meetings to inform the master plan of the top priorities for the communities involved with the greenway development.

Mr. Gudgeon's work also includes the Richmond Bicycle and Pedestrian Master Plan. The City of Richmond was looking to improve its accessibility for biking and improve its connections for pedestrians. Through an intensive public input process the team was able to gather information for the proposed network including key destinations, community connections, recreational centers and desired routes for both recreation and commuting. An implementation plan was developed as a part of the plan including phasing for the proposed network of facilities and a list of potential funding sources.

Mr. Gudgeon's current work includes the North Main Street Complete Streets project in Evansville, Indiana and the Victory Park Master Plan in Louisville, Kentucky.

NORTH BROADWAY DOWNTOWN RENAISSANCE PROJECT

City of Berea, KY

While with another firm, Banks Engineering's senior engineers served as project manager and lead design engineer for streetscape improvements for North Broadway between Chestnut Street and Jefferson Street. This project was intended to promote economic growth in the primary crafts-related area of the City of Berea, known as "Old Town". The North Broadway corridor is the hub of tourism in Berea due to the presence of the tourist Welcome Center and numerous craft shops and facilities.

Reference:
Mr. Randy Stone
City Administrator
212 Chestnut Street
Berea, Kentucky 40403
(859) 986-8528

The project was funded by the City, State of Kentucky, and the Community Development Block Grant (CDBG) program. Special design considerations included:

- Acquisition of current photogrammetric mapping, supplemented by field surveys to prepare detailed base plans of existing conditions and land usage.
- Conceptual design studies. The project area has mixed uses such as residential, commercial, industrial, recreational, and institutional. Various alternatives for the streetscape design were considered, differing in road widths, sidewalk widths, and on-street parking.
- Numerous meetings with an advisory committee consisting of local merchants, property owners, and City officials. The overall project scope, parking requirements, landscaping issues, signage, sidewalk designs, drainage designs, and budgetary issues were addressed in depth, with a consensus reached to allow the project to proceed to completion.
- Special designs for sidewalk grades to improve access (meeting Americans with Disabilities Act requirements) at building entrances and street intersections. Grade consideration was also required for road reconstruction designs to improve substandard slopes and deteriorated infrastructure.
- Design of a dry laid stone retaining wall.
- Coordination of overhead utility relocations to underground, with new service connections.
- Pavement rehabilitation (milling and overlays) and replacement of deteriorated curb, gutter, and sidewalk.



Project Status:
Constructed in 2000

CIGAR LANE IMPROVEMENTS

**Kentucky Horse Park
Lexington, KY**

While with another firm, Banks Engineering's senior engineers served as project manager (engineer of record) and lead project engineer for improvements to over 4,000 linear feet of Cigar Lane in preparation for the 2010 FEI World Equestrian Games. The proposed construction of Alltech Arena and other improvements at the Horse Park necessitated upgrades to the existing substandard roadway.

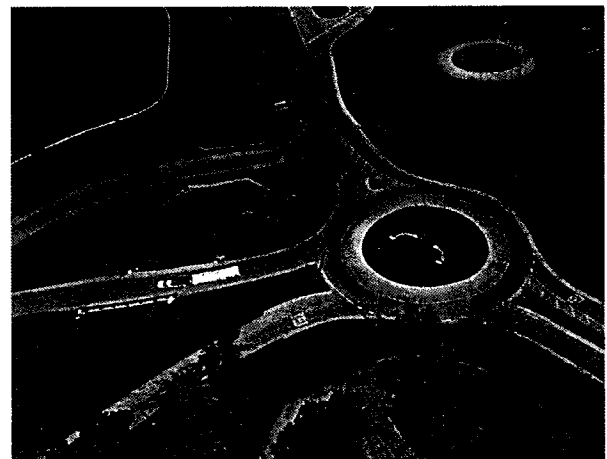
**Reference:
Mr. Jim Maggard
Kentucky Finance and
Administration Cabinet
(502) 564-3155**

This project included the following primary features:

- Reconstruction of the main park entrance roadway to include a new roundabout to serve as a gateway to the park
- Construction of a new bridge over Cane Run Creek that included aesthetic treatments
- Widening of Cigar Lane to three lanes from the roundabout to Nina Bonnie Boulevard to improve safety and provide a reversible lane for large events
- Evaluation of valuable specimen trees by a local arborist, and special roadway designs to protect the sycamores that enhanced the park's aesthetics
- Drainage improvements along the corridor
- Relocation of existing utilities to accommodate the improvements
- Preparation of contract documents
- Assistance with bidding
- Construction administration

This project's design phase was streamlined and accelerated to meet the aggressive schedule for construction to be completed before the World Equestrian Games.

**Project Status:
Constructed in 2009
Project Cost: \$2.3 Million +/-**



CLAYS MILL ROAD IMPROVEMENTS

**Lexington-Fayette Urban County Government
Lexington, KY**

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

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:

- 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.



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

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

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.

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 +/-

SANITARY SEWER ASSESSMENTS AND REMEDIAL MEASURES PLANS

**Lexington-Fayette Urban County Government
Lexington, KY**

While with another firm, Banks Engineering's Senior Engineer served as project manager assisting the Lexington Fayette Urban County Government (LFUCG) with this project in compliance with its EPA Consent Decree. The scope of the project included two major tasks: the final compilation and submission of Sanitary Sewer Assessment (SSA) reports, and the development of proposed improvements (remedial measures) to the sanitary sewer system necessary to eliminate 111 recurring sanitary sewer overflows (SSOs).

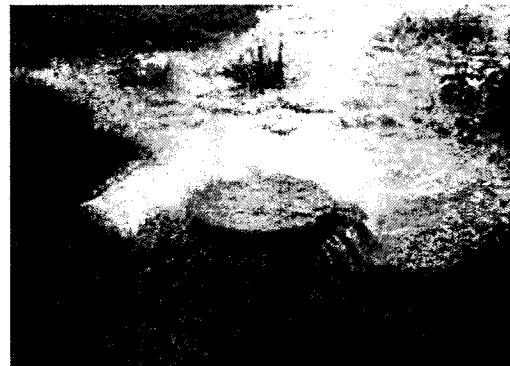
The SSA Reports task involved reviews, edits, and final compilation of SSA data obtained through extensive field investigations that included closed-circuit televising (CCTV) of sewer lines, smoke testing, manhole inspections, and hydraulic modeling of the trunk sewer system. The Remedial Measures Plans (RMP) task involved using the information in the SSA Reports combined with knowledge of LFUCG's sanitary sewer operations to develop proposed improvements that will eliminate recurring SSOs. The improvements will include system rehabilitation to reduce infiltration and inflow (I&I) entering the system and correct portions of the system that are in failing condition, as well as projects that provide system storage and increased capacity through replacements, diversions, or parallel systems.

Three separate RMP reports (for the three separate groups of watersheds) were submitted to USEPA and the Kentucky Division of Water in 2011 and 2012. The proposed improvements involved 82 separate projects over a 12-year period, with a total program cost estimate of \$591 million. The largest projects were two separate 40 million gallon storage facilities at Lexington's two wastewater treatment plants. Six other smaller storage facilities are proposed throughout the system, along with trunk sewer capacity increases and system rehabilitation projects.

Project Status:
Ongoing
Project Cost: \$591 Million

Reference:

***Mr. Charles Martin, PE
Director, Div. of Water Quality
125 Lisle Industrial Road
Lexington, KY 40507
(859) 425-2455***



BICYCLE & PEDESTRIAN FACILITIES

Lexington and Berea, KY

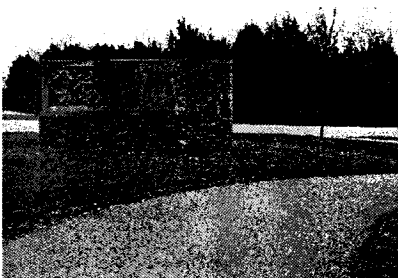
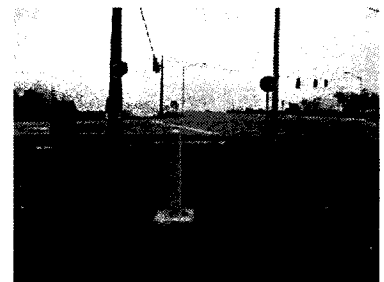
While with another firm, Banks Engineering's senior engineers served as project manager and/or lead design engineer for numerous bicycle and pedestrian facility projects consisting of shared use paths, bike lanes, and pedestrian sidewalks.

- **Mayde Road - KY 595 Trail Connector, Berea, KY -**
Approximately 2,000 feet of a 10' shared use path to include an intersection design/crossing of the Berea Bypass (KY 956)
- **Woodland Triangle Intersection, LFUCG –** Mid-block intersection design adjacent to Woodland Park including raised medians to redirect traffic flows and allow for improved pedestrian crosswalk safety, and striping plans for bike lanes
- **Southland Drive Bike Lanes, LFUCG –** Addition of bike lanes along approximately 1 mile of urban roadway and a mid-block crossing
- **Indian Fort Bike Trail, Berea, KY-** Design and construction services for approximately 4,200 feet of a 10' shared use path including an 80' bridge
- **Clays Mill Road Improvements, LFUCG -** Approximately 4 miles of 3-lane urban roadways with bike lanes and sidewalks
- **Mayde Road Shared Use Path, Berea, KY -** Approximately 1.2 miles along an urban roadway
- **Menelaus Road, Berea, KY -** Approximately 2 miles along an urban roadway
- **Berea Bypass, Berea, KY -** Approximately 6.5 miles along 4 lane and 2 lane rural roadways
- **US 25 Widening, Berea, KY -** Approximately 1.25 miles along a 3-lane urban roadway

References:

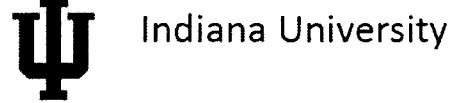
Mr. Paul Schrader
GIS / Trail Coordinator
Berea, Kentucky 40403
(859) 986-8528

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



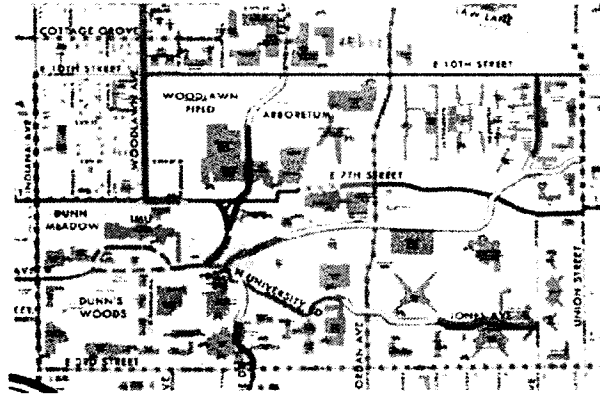


Campus Bicycle Master Plan

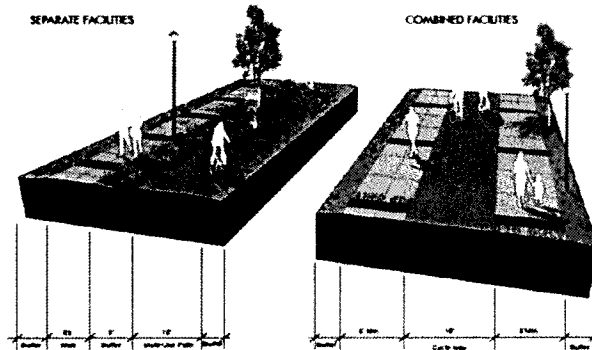


INDIANA UNIVERSITY

The Indiana University *Bicycle Master Plan* builds upon the strong bicycling tradition of the University and the City of Bloomington and helps meet important objectives of the University's *Campus Master Plan*. Led by Bruce Landis of Sprinkle Consulting in close partnership with the multi-agency Steering Committee, the *Plan* establishes the architecture of the bicycling infrastructure network, enhanced connectivity to the City, surrounding community and neighborhoods, an expansion of supporting policies and new effective programs, and the adoption of performance metrics that will gauge progress of the *Plan's* implementation as well as achieving LAB Gold or Platinum status.



Planned infrastructure highlights of the *Plan* prominently includes: contra-flow green bikeways; innovative street optimization; effective sharing of co-located and combined ped-bikeways; and the central campus Bicycle Hub Pavilion.



Highlights of innovative and effective new policies and programs include: campus bicycling 10 year mode share goal attainment of 15 percent; context sensitive facility design standards; innovative locally-supported Bike Share sub-stations; new bicycle parking strategies; pro-active outreach and bicycling skills and etiquette education for students, faculty and staff; and expanded implementation partnerships.

Client: Mr. Kent McDaniel 812.855.8143

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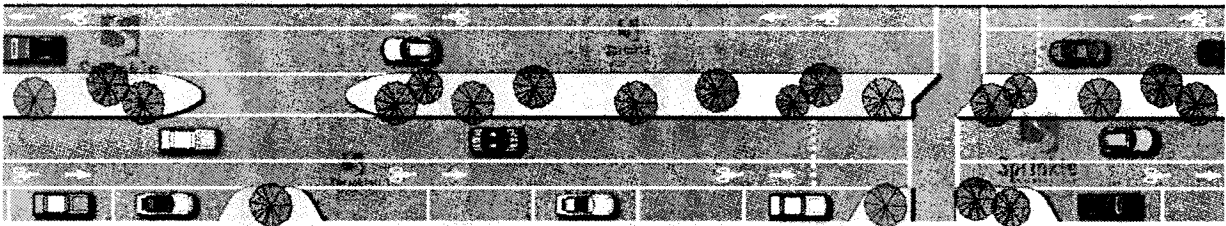


Mid-America Regional Council Complete Streets Demonstration Project

This is an example of a visionary, yet pragmatic design team led by nationally-known Sprinkle Consulting implementing “complete streets” and “livable corridors” policy by



creatively applying reliable traffic engineering and roadway design principles. Accommodating all modes is a Mid-America Regional Council (MARC) regionally-promoted policy, yet many of their jurisdictions are faced with major challenges implementing



this within their constrained rights-of-way and shrinking fiscal budgets.



In early 2011 MARC received a grant from the Health Care Foundation of Greater Kansas City to support introduction of Complete Streets’ policies to local officials throughout the Kansas City area, and to encourage policy adoption and implementation. MARC engaged the *Sprinkle-CFS Team* to support this with corridor designs and training. The team employed a collaborative approach with agency and two cities’ staff as well as key community stakeholders and business leaders and began with innovative *Field Design Charrettes*. The *Sprinkle-CFS Team* then blended the “Complete Streets” policy approach with the new multi-modal analyses in the *Highway Capacity Manual* to optimize and finalize the corridor designs to work within the cities’ tight budgets.

Client agency and city staff reviewed and helped refine these innovative designs through participatory *Design Review Charrettes* led by the *Sprinkle-CFS Team*. The results were pragmatic and ready-to-implement designs supported by the communities and their planning and engineering staff.

Reference: Ms. Marlene Nagel, 816.474.4240





SR 26/University Avenue Multimodal Emphasis Corridor Study

This study is linking the various modes of transportation to reduce traffic conflicts and enhance flow on SR 26/University Avenue. The product of this was implementable projects to be included in the Department of Transportation's work program. SR 26/University Avenue is a key transportation corridor connecting the University of Florida, downtown Gainesville, and the neighborhoods of East Gainesville. Through community driven initiative with stakeholders and the public, as well as Sprinkle Consulting's innovative method of pedestrian path mapping this project will remedy many of the right-of-way geometric issues, unregulated pedestrian crossings, and other transportation infrastructure needs. Thus in a collaborative manner, strategies are being forged which reduce traffic, improve business activity, and enable a more active and sustainable community.

Identifying locations for improved pedestrian crossings was a key goal of this project. Pedestrian movement mapping was used to determine where, when, and how pedestrians were crossing the street. Thus Sprinkle Consulting was able to ensure the recommended improvements were appropriate to serve the actual needs of pedestrians along the corridor.



Specific projects were identified and prioritized for this corridor. Cost estimates were prepared for work program budgeting. The projects identified included improved pedestrian crossings, traffic signal improvements, and transit shelter improvements. Several of the improvements identified were in the implementation process prior to final approval of the plan. In addition, a bikeway concept was developed for the University frontage to provide for through bicycle movements. The University has agreed to work with FDOT and provide property/easements to facilitate the improvements.

Reference: Mr. Marlie Sanderson, 352.955.2200 x103





Highway 76 Complete Street Project

The Branson Missouri “Highway 76 Complete Street” project is a multi-year, multi-property collaborative led by the City of Branson to transform its primary transportation and land use corridor into a more pedestrian- and tourist-friendly character. Sprinkle Consulting is the major subconsultant leading the design development of the pedestrian promenade / multi-use pathway – the central element in transforming the corridor into a safe, livable and tourist- and family- friendly premier entertainment avenue that will be accessible for people of all ages and abilities. This project is truly a public-private partnership initiative – over 200 properties are dedicating easements to accommodate the pedestrian promenade/multi-use pathway within the constrained Highway 76 corridor. Sprinkle Consulting is leading the design development of this strategic aspect of the project – the planning integration of the promenade with the properties existing and future operations. This extensive and coordinated site planning process choreographs the numerous



capital initiatives and construction projects that are a part of this extensive community transformation. Easement and land lease agreements are central in the over 200 private-public partnership projects that constitute what will be a premier shopping and entertainment district. The design of the 10 miles of ADA accessible walkways will enable Branson MO to remain popular and well-visited by our Nation’s veterans.



Reference: Mr. David Miller, 417.337.8559



Columbus, Indiana Bicycle and Pedestrian Plan

This plan, a joint effort of Rundell Ernstberger Associates and Sprinkle Consulting, identifies potential roadway and intersection

improvements for the bicycle network in Columbus, Indiana. The project included evaluating Columbus' entire roadway network to identify potential roadways for bicycle infrastructure improvements and recommending specific improvements for those roadways. Recommended improvements included

lane markings, bike lanes, buffered bike lanes, midblock crossings, bicycle specific detection at intersections, blank-out signs at intersections, traffic calming and bicycle parking. Most significantly, a series of north-south and east-west bicycle boulevards are identified to form a



network of low-volume streets that provide alternative routes to the city's constrained arterials.



The plan's recommendations stem from a detailed on-the-ground field data collection/design event. Sprinkle Consulting staff led this event by first field-reviewing the study network to identify potential projects, and then walking those corridors with Columbus staff to discuss specific opportunities, challenges, and preliminary designs. The project also included identifying gaps in the sidewalk network and conducting an existing bicycling conditions (i.e., level of service) evaluation.

Reference: Mr. Laurence Brown, 817.376.2502

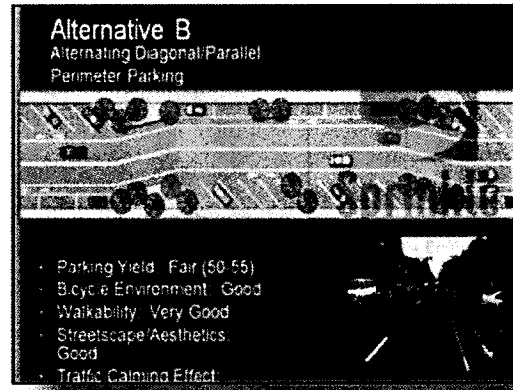




North McDonough Streetscape Transformation

Sprinkle Consulting is leading the development of alternatives, assisting in the locally preferred alternative

selection, and conducting the master plan and horizontal geometric design stages of this current \$2M project underway for the City of Decatur, in metropolitan Atlanta. Working in tandem with prime consultant URS, its roadway design engineers and landscape architecture staff and closely with city planning and engineering staff, the Sprinkle staff led the team's development of feasible concept options (one street-based bicycling accommodation alternative is shown here; the two-way multi-use path alternative that Sprinkle staff developed was recently the one selected). Sprinkle staff was central in the city's hosting of workshops for adjoining property owners, key stakeholders in the corridor, and the general public.



The locally preferred alternative project selection received enthusiastic praise from the Atlanta Regional Commission staff and has the full support of the City Council. The alternative moving forward transforms the number of motor vehicle travel lanes from 4 to 2 along N. McDonough Road from College Ave to W. Trinity Place, adds a two-way cycle track (multi-use pathway) within its west side, and creates parallel parking with flourishing landscaped buffers to separate the sidewalks, bike path and roadway. Effective mid-block crossings are being designed by the team to enhance the pedestrian environment.



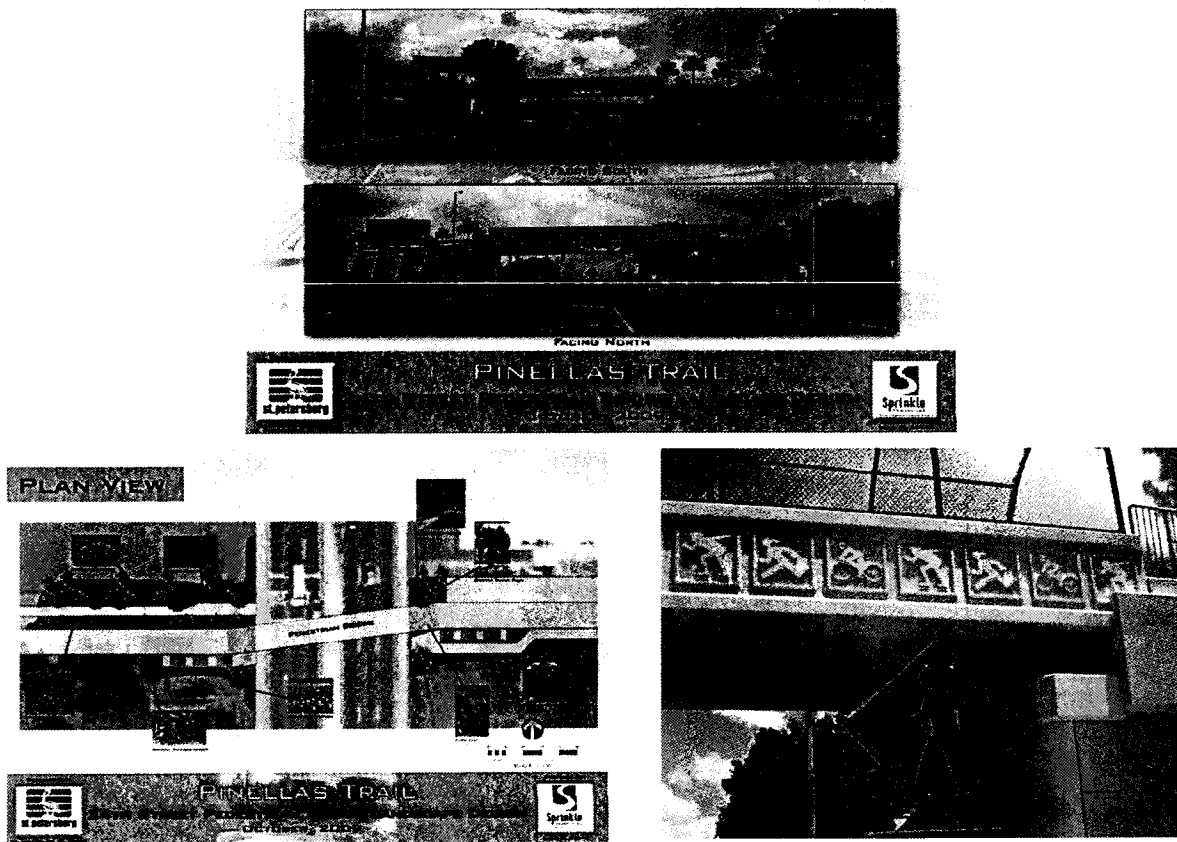
Reference: Mr. Hugh Saxon, 678.553.6507





Pinellas Trail 34th Street Overpass

Sprinkle Consulting handled the design, permitting and construction document development for the shared-use path overpass on 34th Street for the Pinellas Trail in the City of St. Petersburg. The design included modification to the existing Pinellas Trail to align the overpass. The shared-use path bridge was artfully decorated with concrete stencils as well as landscape features to prevent vandalism of the overpass' walls. Sprinkle Consulting also assisted the City of St. Petersburg during the construction of the project for field inspections as well as for field adjustments.



Reference: Ms. Ziba Mohammadi, 727.892.5302





Pinellas Trail Extension/Downtown Connector

This comprehensive corridor plan includes designs and construction documents for extending the Trail from its current terminus at SR 55 (34 Street North) into the Downtown area through a variety of land uses and existing roadway intersections. A number of trail bridge options and intersection alignment design options characterize this well-received preliminary corridor design study that ensures the safety of the myriad of trail users and harmony with adjoining land uses. The extension is comprised of a bridge over a major arterial, a portion along an old rail line, and a section along 1st Avenue South downtown. The trail design incorporates innovative treatments at intersections such as a bicycle / pedestrian activated “blank out” signs, trail slow points at conflict areas, and a “trail only” phase at one traffic signal.



“This was a milestone in the development of our 35 mile multi-use pathways system. Owing to this project’s need to be placed within a fully functioning four lane busy downtown arterial, the design was particularly complex and the safety issues quite daunting. The Sprinkle Design Team did an outstanding job of addressing each issue in a timely manner and to our great satisfaction. In fact, today the *Downtown Connector* has become our keystone project for the *CityTrails* system and is the location for the majority of activities promoting biking in the city. A strong THANKS goes out to Sprinkle Consulting for this successfully designed and completed project.”

**- Joseph Kubicki, Director of Transportation and Parking
City of St. Petersburg**

Reference: Mr. Steven Leavitt, 727.893.7171

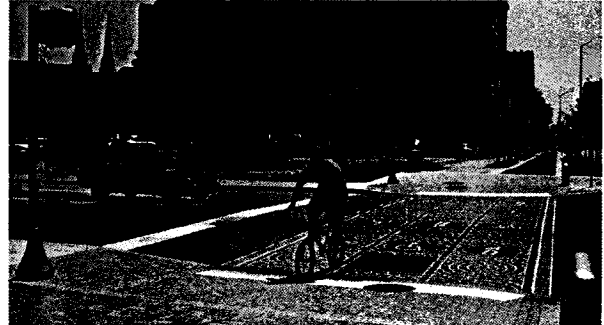




INDIANAPOLIS CULTURAL TRAIL

Indianapolis, Indiana

A world-class urban bike and pedestrian path connecting neighborhoods, cultural districts and entertainment amenities, serving as the downtown hub for the entire greenway trail system.



REA was commissioned by the City of Indianapolis to prepare design and construction documents for the Indianapolis Cultural Trail, an innovative 7.5 mile urban trail and streetscape project that will establish Indianapolis as a dynamic city on the leading edge of 21st century urban design. The estimated \$50 million project is funded by private donations and federal transportation funds, with construction occurring from 2007 to 2010.

The Cultural Trail is being constructed along existing city streets by narrowing traffic lanes to allow for an expanded sidewalk zone that includes both bicycle and pedestrian pathways. The trail features a coordinated palette of unit paver materials, landscaping, public art, site furnishings, lighting, and signage. Intersection enhancements include curb extension plazas, custom crosswalk markings, and audible crossing signals. Green design components include recycled materials and significant reduction of stormwater runoff through stormwater infiltration planters and increased planted areas.

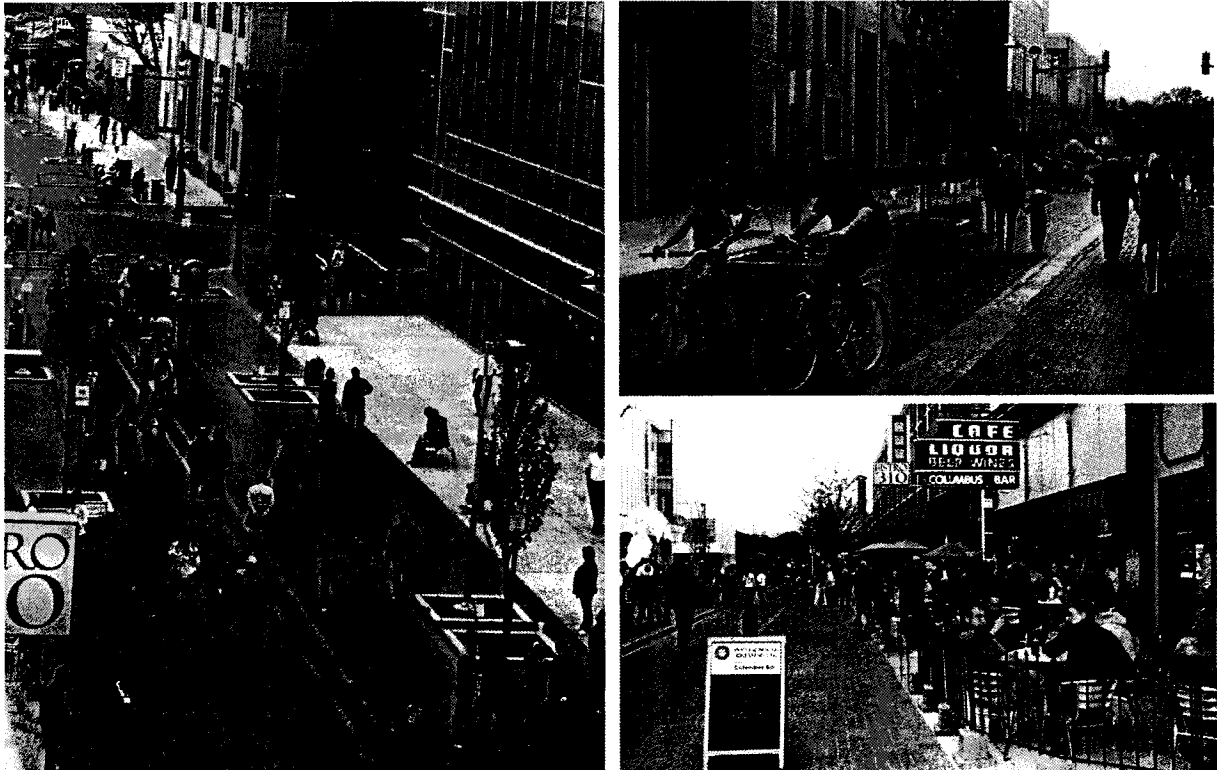
As the lead design firm overseeing the work of a multidisciplinary team, REA has completed design and construction documentation as well as overseen construction for Phase One, and is currently preparing construction documents for the remaining phases.



PEDESTRIAN PRIORITY STREET

Columbus, Indiana

Creating a complete street that accommodates all modes of travel while redefining the public space as a place for celebration of civic pride and sustainable design.



Working as part of a design and engineering team, REA was commissioned by the City of Columbus, Indiana to re-imagine a two block stretch of 4th Street as a pedestrian-priority street that could accommodate community festivals and enhance the City's efforts to create a more walkable downtown. REA's design for this \$2 million project employs both "complete street" and "green street" solutions to accommodate pedestrians, bicycles, and vehicles and integrate sustainable green infrastructure best practices. In a city known throughout the world for its iconic architecture, the transformation of 4th Street has led to renewed development and economic investment downtown.

The new street features a curbless environment to promote walkability and slow traffic, a permeable paver system that absorbs stormwater runoff and recharges the groundwater, low maintenance and energy efficient LED lighting, utility bollards to accommodate street festival vendors and performances, structural soil to promote healthy street trees, and site furnishings coordinated with adjacent developments. In addition, REA designed gateway structures that pivot from a vertical to a horizontal position to control traffic during events; fabricated from stainless steel, painted aluminium, and ecoresin graphic panels that are lit at night with inline LED lights, the gateways provide architectural ornament to the streetscape.

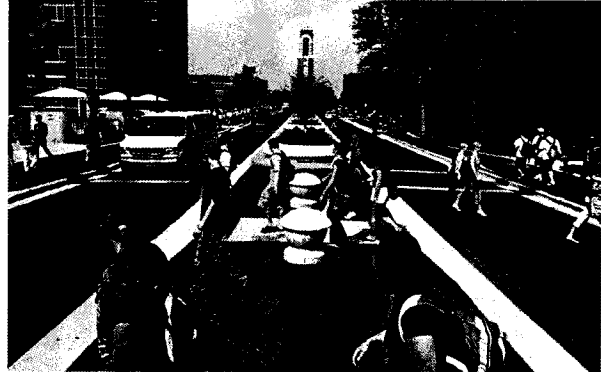
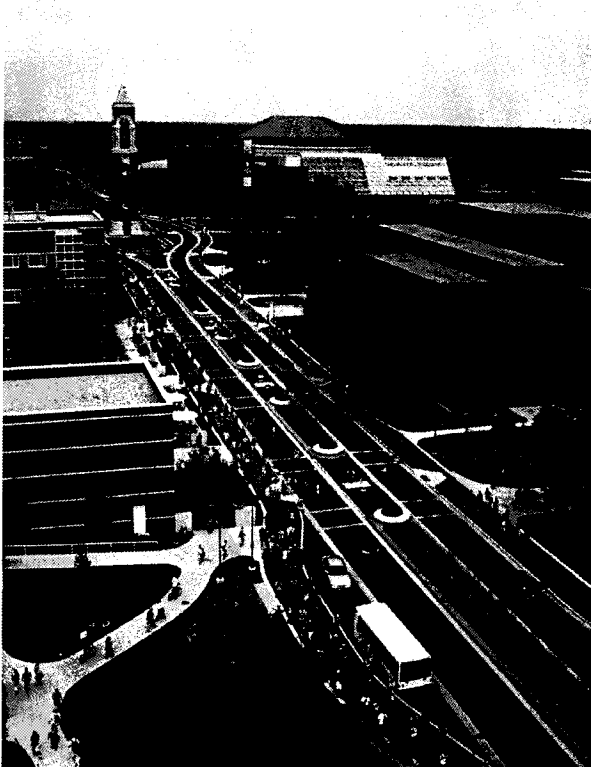
REA's services included conceptual design, facilitation of stakeholder meetings, coordination with numerous city entities and business owners, preparing construction documents, and construction administration. The project was completed in spring 2013.



MCKINLEY AVENUE

Ball State University | Muncie, Indiana

Transforming an uninviting city arterial street into a pedestrian-friendly boulevard which forms the spine of the campus transportation system.



Rundell Ernstberger Associates, LLC prepared design plans and construction documents for improvements to McKinley Avenue, the primary north-south arterial street through Ball State University, a campus of 20,000 students. Design criteria focused on transforming this high-volume roadway into an integral part of campus that would accommodate heavy pedestrian and vehicular traffic safely and efficiently.

With Shafer Tower (designed by REA) as the centerpiece, the McKinley streetscape includes landscaped medians surrounded by granite curbing and punctuated at each end by limestone planters and bollards. These medians slow traffic, define and highlight pedestrian crossings and add an exceptional, aesthetic quality to the heart of campus. Brick paving was used for the crosswalks, sidewalks, and bus turn-outs, further enhancing the qualities of the streetscape. The newly revamped streetscape has been welcomed and applauded by both students and Ball State University personnel.

REA provided construction administration for the "Hyper-Fix" schedule, which was completed within a three-month time frame in summer 2005. This project was Phase I of a \$10 million federal transportation enhancement project.



GLICK PEACE WALK

Indianapolis Cultural Trail | Indianapolis, Indiana

Twelve sculptural gardens celebrating the lives of individuals who made peaceful contributions to humanity, arranged to form a linear park and destination public open space.



The Glick Peace Walk includes twelve distinctive sculptural gardens that celebrate the lives and accomplishments of individual “luminaries” along the Indianapolis Cultural Trail. Each garden features a rustic terrazzo plaza incorporating imagery of the individual’s contributions to society; each plaza includes a stainless steel timeline color changing lights, and cast glass markers that celebrate the most significant moments in the luminary’s life. An interpretive sign tells their story with descriptive texts, and imagery. Each garden culminates with a 12’ tall stainless steel sculpture with a lighted glass portrait.

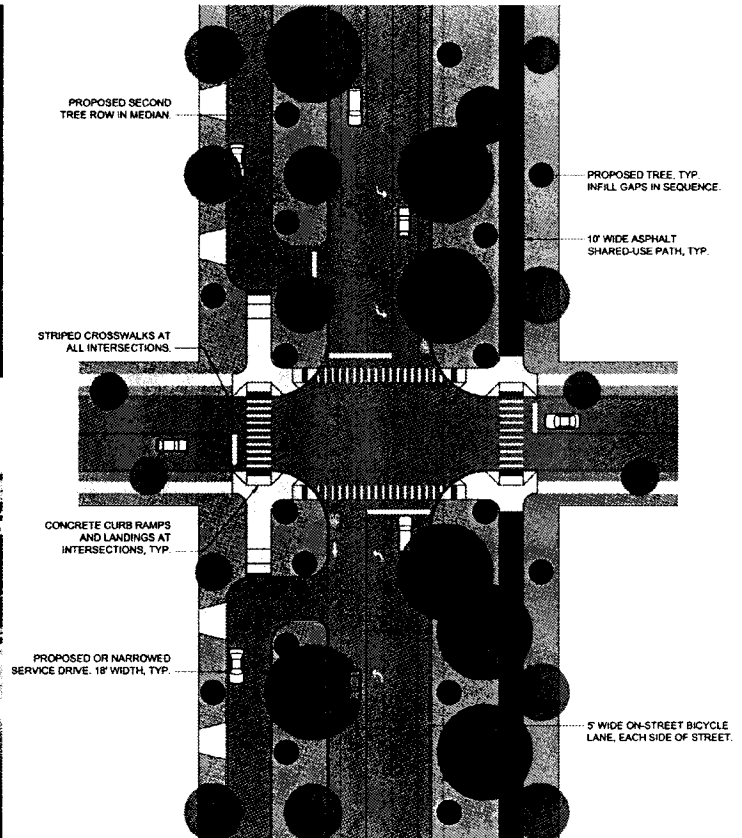
Through these design elements, the luminary gardens allow us to gain a deeper understanding of how these inspiring individuals were able to overcome challenges and dedicate their lives to the greater good of society. Made possible by the generous gift by Gene and Marilyn Glick, the construction of the Glick Peace Walk was completed in 2010 and was awarded the 2010 Monumental Award for the most significant visual and physical enhancement in Indianapolis.



OLMSTED PARKWAYS IMPROVEMENTS

Louisville, Kentucky

Pedestrian and bicycle improvements along three of Louisville's historic Olmsted Parkways restore their integrity as complete streets.



Rundell Ernstberger Associates in association with Gresham Smith and Partners is preparing design and construction documents for pedestrian and bicycle improvements to eight miles of historic Olmsted Parkways in Louisville, Kentucky, including Southwestern Parkway, Algonquin Parkway, and Southern Parkway.

Frederick Law Olmsted's vision for the character of the parkways will be restored through these plans by reducing vehicular lanes, restoring tree canopy, and providing safe and consistent accommodations for pedestrians and bicycles. In addition to on-street bicycle lanes, plans call for a ten-foot-wide shared-use path which will traverse the entire corridor. Service drives will be added along Algonquin Parkway, consolidating hundreds of individual curb cuts and restoring the linear tree-lined medians.

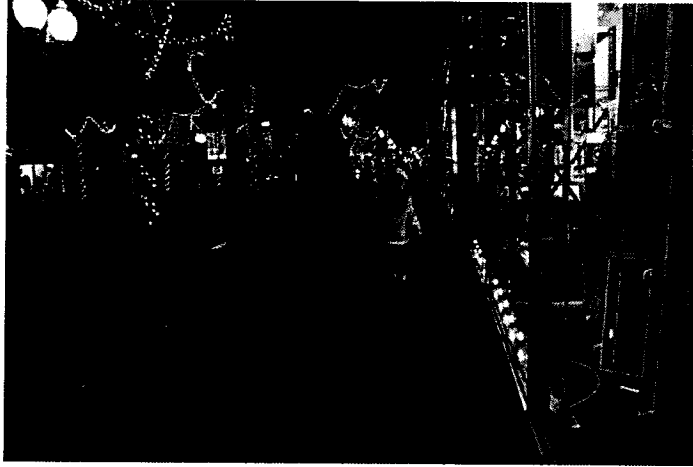
Construction of the first phase is anticipated to begin in 2014.



RICHMOND BICYCLE AND PEDESTRIAN MASTER PLAN

Richmond, Indiana

Providing a comprehensive system of bicycle and pedestrian facilities to offer a variety of options for modes of travel and recreation for the residents of the City.



Rundell Ernstberger Associates was contracted by the City of Richmond to prepare a Bicycle and Pedestrian Master Plan. The REA team was responsible for preparing a bicycle and pedestrian master plan to enhance the connectivity of Richmond neighborhoods to parks, retail centers, entertainment and civic centers. Many areas of Richmond are walkable and bikeable. However, there were many gaps in the existing system creating challenges for residents trying to travel to key destinations and between neighborhoods by bicycle and on foot. While the existing facilities have increased the number of people biking and walking in the City, a more comprehensive and complete system will provide more direct, convenient and safe travel for all modes of transportation. This will add to the City's attractiveness as a place to live and work.

The goal of the master plan was to provide a long-term comprehensive plan which would result in increased use of bicycles and travel by foot to increase the overall health of the community while reducing the dependence on motor vehicles. Planned improvements include multi-use trails, greenways, sidewalk development and on-road facilities such as signed corridors and bike lanes. An implementation strategy was provided to plan for fiscally responsible development of these facilities while capitalizing on funding opportunities from outside sources.

Chevy Chase Feasibility Study Fayette County, Lexington, KY

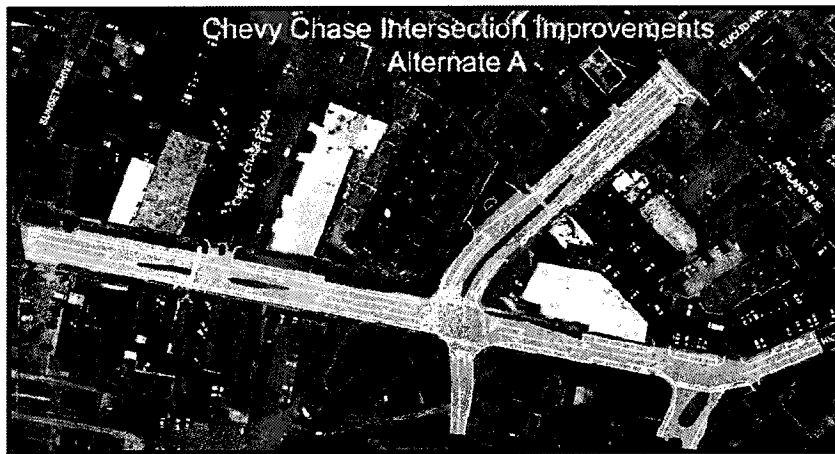


0.4 mile / Streetscape Feasibility Study

Project Managers: David Lindeman, PE, PLS
Stephen Sewell, PE, PTOE

Project Description:

Palmer Engineering prepared a feasibility study to determine the cost and viability of implementing improvements proposed by a group of neighborhood residents for the intersection of Euclid Avenue, Fontaine Street, and High Street. The intersection serves many businesses but also contains both commercial and city parking and has a high level of pedestrian and bicycle activity. The neighborhood group proposed reducing the pavement area, where possible, increasing parking spaces, and adding bicycle lanes on all of the adjacent routes. This intersection also is in close proximity to the University of Kentucky campus, and apartment buildings and rental property are home to UK students.



Common Team Members:

- Stephen Sewell, PE, PTOE
- Mark Arnold, RLA, ASLA (Element)

Project Similarities:

- Intersection Design/Analysis
- Traffic Modeling
- Streetscape Design

Project Information:

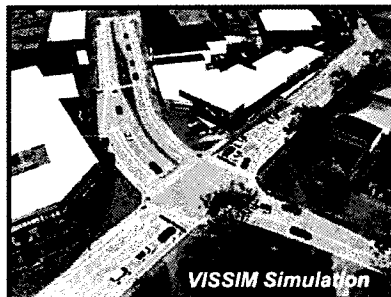
Agency:
Lexington-Fayette Urban County
Government (LFUCG)

Client Contact:
Paul Schoninger
859-258-3208

Dates: 2010-Present

Traffic forecasts were prepared based on a combination of city counts and Palmer Engineering-performed counts. A VISSIM traffic simulation was developed, and recommendations were made indicating where turn lanes needed to be extended or could be reduced and still manage the design year traffic flows. The addition of greenspace was a goal of the project with compression of the intersection reducing unused pavement areas. A roundabout configuration was discussed but discounted because of right-of-way and maintenance of traffic considerations. This goal also provided the benefit of shortening pedestrian crossing lengths.

Streetscape improvements were examined to incorporate green technologies and potentially urban art. Back-in parking was also considered as a method to increase the number of available parking spaces and provide safety benefits over the existing parallel parking. An initial public meeting was held to present three potential alternative schemes of improvements with a variety of median access management methodologies. With input from that meeting, a final preferred alternative was developed for presentation at the final public meeting. Two meetings were held with the general public, and one meeting was held with local business. Additionally, meetings have been held with stakeholders and utility companies for additional input. Grant applications will be prepared by the City of Lexington to fund future phases.



**Streetscape Concept
of Preferred Alternative**

The project has received local funding to complete the initial phase of work consisting of repaving, restriping, modifying signals, and reducing the footprint of the intersection. Palmer Engineering coordinated with KYTC and utility companies to complete the design. The initial phase was completed in 2014.

KSU Pedestrian Walkway and Elevator Tower Franklin County, KY



Pedestrian Elevator Tower and Walkway

Project Manager: Stephen Sewell, PE, PTOE

Project Description:

This project was performed under Palmer Engineering's Statewide LPA General Services contract.

The Kentucky State University Pedestrian Walkway and Elevator Tower will provide students/faculty a safe route from the south side of campus--which currently provides dorms and parking--to the north side, which has the student center and all classroom buildings. Currently, students walk through a dark tunnel or cross US 60 at unmarked locations, which creates an unsafe situation.

The proposed walkway and elevator tower will enable students to safely cross US 60. The project will also extend the ADA-accessible areas of campus across US 60. The walkway will provide direct access to Hathaway Hall and to the Student Center in the center of campus.

The Palmer Team began the project by performing a scoping study that explored various concepts for connecting campus, providing aesthetics, and estimating costs for the various options. As part of the scoping study, Palmer coordinated with all utility companies to determine the exact location of their lines and determine if they can be avoided or if relocation would be required. During the coordination phase, utilities and survey data were gathered and used to develop the layout of the tower and position piers to reduce impacts. The scoping study developed concepts for concrete and steel bridge alternatives along with determining the least intrusive location for constructing a student drop-off area. By shifting the drop-off zone to the west, a major AT&T switching station was avoided; storm and sanitary sewer impacts were also minimized.

The Palmer Team developed final plans for the tower and pedestrian walkway and coordinated all utility relocations for the project area. Detailed survey of the interior makeup of Hathaway Hall was performed by Palmer's surveyors to determine the location of the building tie-in. Coordination with utility companies required numerous meetings and revisions to the relocation plans in order to relocate an electric transmission line off site and other overhead lines underground.

Common Team Members:

- Stephen Sewell, PE, PTOE
- Greg Isaacs, PE

Project Similarities:

- Utility Relocation
- Roadway Design
- Survey
- KYTC Coordination

Project Information:

Agency:

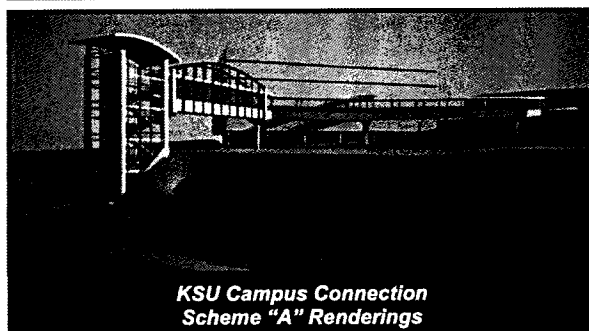
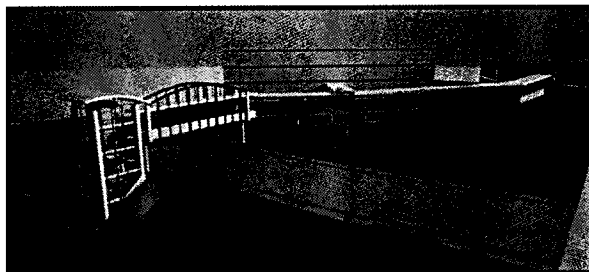
KY Transportation Cabinet;
KY State University

Client Contact:

Jonathon West, KYTC District 5
502-210-5400

Jack McNear, KSU Associate VP
502-597-5853

Dates: 2012-2013



**KSU Campus Connection
Scheme "A" Renderings**

Broadway Avenue Warren County, Bowling Green, KY



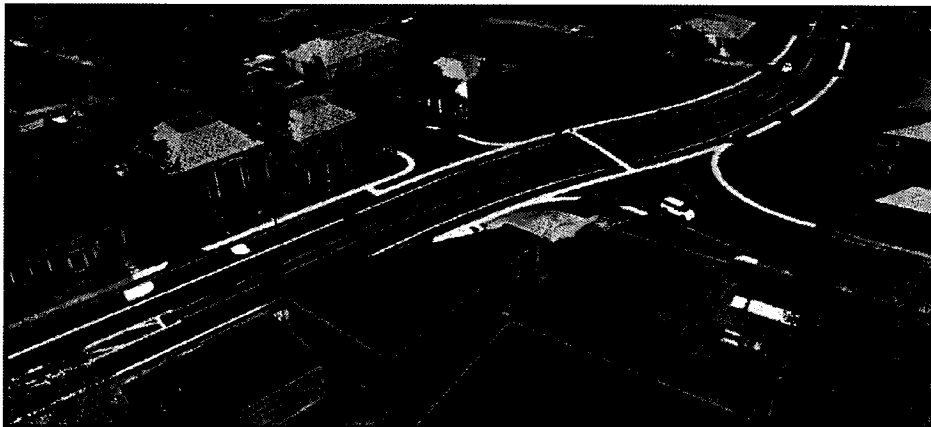
0.13 mile / Curve and Intersection Realignment Project Manager: Stephen Sewell, PE, PTOE

Project Description:

The Broadway Curve Realignment project is located at the intersection of Broadway Avenue and High Street, three blocks southeast of downtown Bowling Green, KY. The intersection had two misaligned streets that created a very sharp back-to-back S-curve. Palmer Engineering, as a sub-consultant to DDS Engineering, led the intersection analysis and alternative development as well as the work with a Citizens' Advisory Committee for Context Sensitive design.



Turning movement counts and historical data were gathered to develop future year traffic volumes. The volumes were used to develop 3D VISSIM micro-simulations that were used during the evaluation and alternative selection process. Two conventional intersection configurations and a roundabout were considered.



During the Preliminary Design phase, the project team evaluated the current roadway geometrics and identified key stakeholders of the project. The project team then provided three alternatives to an advisory committee. Proposed alternatives corrected the current deficiencies and minimized impacts to the stakeholders. Two conventional alternatives and a Roundabout intersection were presented. Each alternative provided pedestrian and bicycle facilities through the improvement area. The preferred alternatives develop crosswalks at locations with adequate sight distances.

The advisory committee meeting was interactive, with Gary Sharpe facilitating and discussing the advantages and disadvantages of the three alternatives. The advisory committee made suggestions, and modifications were made to the preferred alternative.

Prior to design, no storm sewer was present at or near the intersection, causing safety concerns for the project team. Also, the intersection is heavily populated with underground fiber optic, telephone, and sanitary sewer lines. To minimize construction costs, a storm sewer network was successfully designed to have no effect on utilities and minimal impact to adjacent property owners. The design consisted of 418 linear feet of pipe, 9 structures, and 1 drywell.

Common Team Members:

- Gary Sharpe, PE, PLS
- David Lindeman, PE, PLS
- Stephen Sewell, PE, PTOE
- Will Conkin, PE, PTOE
- Ashley McLain, PE, PTOE

Project Similarities:

- Public Involvement
- Intersection Analysis
- Alternative Development
- Aesthetic Enhancements
- Bicycle and Pedestrian Facilities
- Utility Coordination

Project Information:

Agency:
City of Bowling Green, KY;
City-County Commission

Client Contact:
Melissa Cansler, PE
City of Bowling Green
270-393-3628

Dates: 2007-2008

Third Rock has a long history of performance for the Lexington-Fayette Urban County Government (LFUCG), having provided the urban county government services since our inception in 2001. We are an integral part of LFUCG's Consent Decree Management Consultant team as a subconsultant to Tetra Tech. Having worked extensively with LFUCG for many years to implement its stormwater management program, our role currently is to provide water quality consulting and watershed assessment and analyses as part of LFUCG's commitment under EPA's consent decree, while still continuing to provide KPDES permit watershed monitoring and reporting.



Project Highlights:

- Water quality monitoring
- Watershed Assessments
- Visual stream assessment
- Trend analysis

Project Value:
\$265,000 / year

Project Duration:
2004 - 2014

Project Team:
Steve Evans
Chief Scientist

Jennifer Shelby, PE
Water Resource Engineer

Bert Remley
Lead Biologist

Reference:
Lexington Fayette Urban
County Government
301 Lisle Industrial Avenue,
Town Branch Lab
Lexington, KY 40511
(859) 425-2800

Susan Plueger, PE
MS4 Coordinator

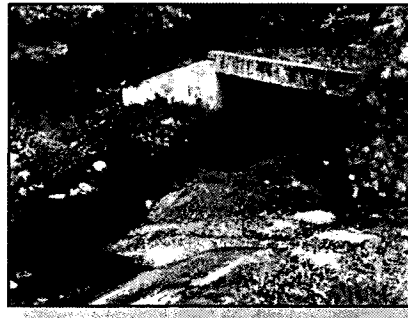
MS4 work has included:

- Quarterly dry and wet weather water quality monitoring at seven watershed sites and three Expansion Area 2 sites
- Annual macroinvertebrate and habitat assessment at seven watershed sites including laboratory sorting and identification of macroinvertebrate samples by Society for Freshwater Science certified taxonomists
- Annual fish monitoring at seven watershed sites
- Visual assessment of 80.9 miles of stream in four watersheds. Assessment included review of stormwater outfalls, utility and stream crossings, severe erosion, and trash and debris. Provided quality control and reporting for LFUCG's assessments of another two watersheds
- Revision of Water Quality and Biological Sampling Plan
- Worked in conjunction with the University of Kentucky to conduct microbial source tracking in the West Hickman watershed in order to identify priority areas for fecal remediation
- Annual reporting of monitoring data with comparison to benchmarks and past data. Reporting included the development of Watershed Fact Sheets for quick summaries, Watershed Technical Water Quality Evaluations for comprehensive watershed specific analyses including load duration curves, and a "Summary Status Rating" to characterize overall stream for non-technical readers



- Maintenance of water quality monitoring database
- Development and annual implementation of a Stormwater Monitoring Program Evaluation
 - Development of Watershed Assessments to provide comprehensive characterization of the seven urban watersheds and the status of the streams located therein
 - Provided training and technical support on monitoring and the results
 - Conducted statistical analysis of trends in water quality data for 5-year period

Third Rock was contracted by Lexington-Fayette Urban County Government (LFUCG) to complete a watershed plan for Wolf Run Watershed under a 319(h) grant. This effort including facilitating the formation of a stakeholders group, planning and implementing extensive watershed-scale monitoring, analyzing and presenting data, and comprehensive planning for watershed remediation, including locating opportunities for specific green infrastructure and best management practices (BMPs). The Kentucky Division of Water anticipates this watershed plan will serve as a model for watershed planning in urban watersheds across Kentucky.



Project Highlights:

- Water quality monitoring with volunteer involvement
- Hydrogeomorphic assessment
- Load Calculation and Allocation
- Development of Wolf Run Watershed Council
- Comprehensive BMP Implementation Plan

Project Value:
\$110,000

Project Duration:
2010 – 2013

Project Team:
Steve Evans
Environmental Scientist

Jennifer Shelby, PE
Water Resource Engineer

Bert Remley
Senior Biologist

Reference:
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 425-2800

Susan Bush PG
Director, Division of Environmental Policy

The Wolf Run Watershed is Lexington's most highly urbanized watershed with about 40% of the surface covered with impervious material. The 13.5 miles of perennial streams and tributaries in the watershed drain an area of 10.18 square miles. The watershed has significant karst development including Preston's Cave, McConnell Springs, and Kenton Blue Hole among other features which complicates the hydrology by redirecting groundwater from the adjacent basins. Wolf Run Creek is listed as impaired on the 303(d) list for nonsupport of primary and secondary contact recreation and partial support of warmwater aquatic habitat with cause including fecal coliform, nutrient / eutrophication biological indicators, and specific conductance from a number of suspected sources. **The goal of the watershed plan was to identify the sources of pollution and the remediation efforts necessary to return the stream to its designated uses.**

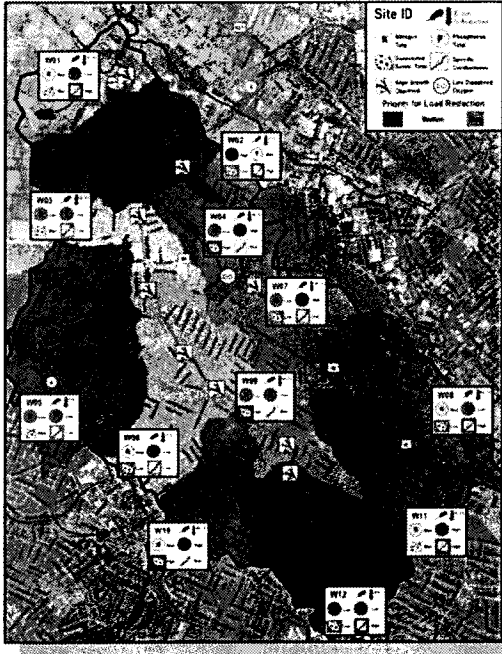
The Wolf Run Watershed Council was formed in December 2010 to receive input from the community on citizen desired goals and objectives for the watershed, to provide local knowledge on specific issues within the watershed, and to provide review and feedback on the plan progress.

Monitoring tasks included gathering data on the macroinvertebrate community, stream habitat, hydrogeomorphology, hydrology, and chemical water quality. The data was collected through a successful **cooperative effort** between of Friends of Wolf Run volunteers and Third Rock biologists and engineers.



The monitoring indicated that the aquatic macroinvertebrate community ranged from "poor" to "very poor" according to macroinvertebrate biotic index scores assessed at seven sites due to extremely low numbers of mayflies, stoneflies, and caddisflies. The habitat, assessed at 33 reaches according to the Rapid Bioassessment, ranged from 50 to 153, but with only 2 of the 33 reaches achieving a "fair" narrative criteria and all others "poor." Contributing factors to the poor scores included narrow riparian zone width, lack of pools and available cobble habitat, embeddedness, and poor base flow levels. Hydrogeomorphic assessments, conducted at nine sites, indicated the streams are

generally over-widened and entrenched with significant channel alteration, bank armoring and bedrock substrate on many reaches.



Water quality monitoring results, sampled at 12 locations over 10 months, indicate nitrogen, phosphorus, dissolved oxygen, ammonia, specific conductance, suspended solids, and *E. coli* each exceed benchmarks for one or more events. Annual pollutant loads and reduction goals are calculated for nitrogen, phosphorus, suspended solids, and *E. coli*. Wet weather contributions to the annual loading are the most significant for *E. coli*, phosphorus, and suspended solids but less significant for nitrogen. *E. coli* load reductions of over 90% are required to reach the regulatory levels for recreational use. Significant load reductions in suspended solids and phosphorus are necessary in some subwatersheds and only slight load reductions in nitrogen are needed. A watershed-wide specific conductance survey (373 measurements in 8 days) indicates the highest concentrations were in the headwaters of Wolf Run, Vaughn's Branch, and the Big Elm Tributary.

Based on these results, the Wolf Run Watershed Council devised general goals and objectives for the watershed, and recommended the types of BMPs and locations for implementation. Further, an Outreach Campaign

Subcommittee was organized to develop an education and outreach plan for the watershed and a Water Quality BMP Technical Subcommittee was organized to review the Council recommendations and develop an implementation strategy with prioritized projects.

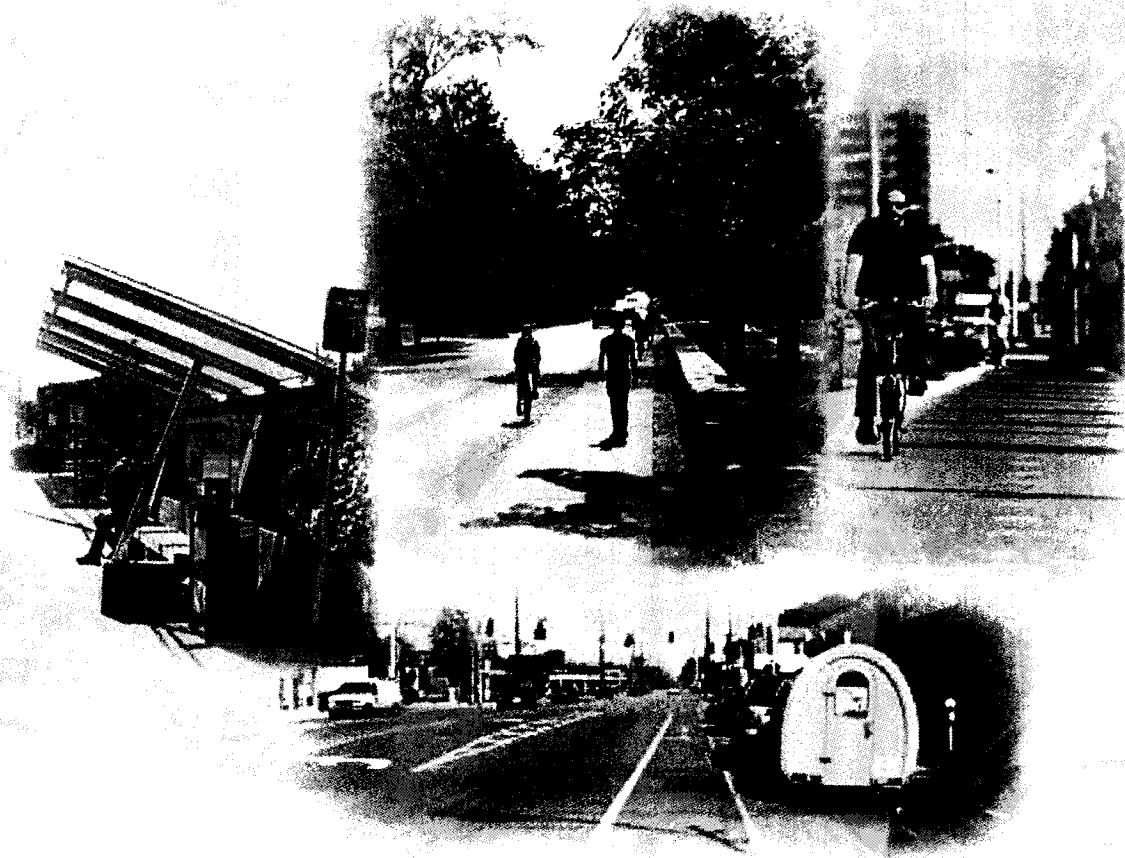
In January 2013, a **comprehensive implementation plan was developed based on these efforts and presented for public comment**. The plan identifies 138 BMP project opportunities in the watershed, 62 high priority, 32 medium priority, and 44 low priority projects. These implementation projects include 18 BMPs targeted to address the *E. coli* load and sanitary sewer, 14 education and outreach BMPs, 39 green infrastructure BMPs, 16 trash and debris cleanup BMPs, a Neighborhood Association BMP Program, and several target locations for Streets and Roads BMPs. Additional stream and habitat improvement opportunities include 3.5 miles of stream restoration, 5.6 miles of riparian buffer restoration, and approximately 850 feet of bank stabilization. Wetland creation or expansion is proposed for approximately 20 acres and enhancements are proposed at two springs.

Implementation has been initiated or is planned for the near future on about 40 of these projects. Next steps include implementation of other identified opportunities, ongoing monitoring of the water quality improvements and implementation status, and adapting the plan to address the changing needs of the watershed.

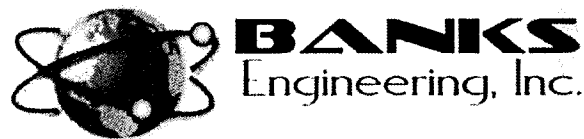


Design of Multi-Modal Corridor Improvements for
Euclid and Avenue of Champions

Appendix C Required Forms



Prepared by



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 Banks 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.

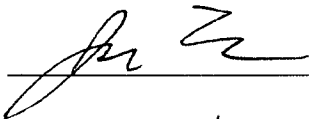
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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.

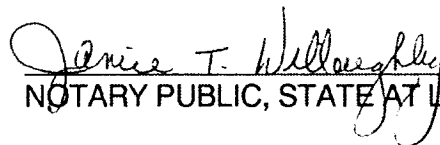


STATE OF Kentucky _____

COUNTY OF Jessamine _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jason Banks on this the 10th day of September, 2015.

My Commission expires: 9-13-2016 _____


NOTARY PUBLIC, STATE AT LARGE #473295

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:

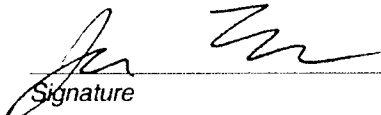
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.

Date: 9 / 14 / 15

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	6	6								6	
Superintendents											
Supervisors											
Foremen											
Technicians	3	3								3	
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:	9	9								9	

Prepared by: Jason Banks, President

Name & Title

**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 goal for the utilization of Disadvantaged Business Enterprises 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Firm Submitting Proposal: Banks Engineering, Inc.

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

Contact Name: Jason Banks Title: President

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

Email address: jasonbanks@banksengineering.net



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 42-2015

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Third Rock Consultants 2526 Regency Road Lexington, KY 40503 (859) 977-2000 jshelby@thirdrockconsultants.com	Environmental Stormwater	\$35,000	10%
2.			
3.			
4.			

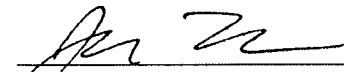
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Banks Engineering, Inc.

Company

September 14, 2015

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

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
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.

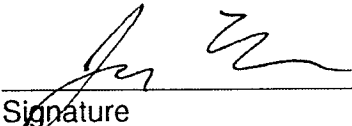
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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.

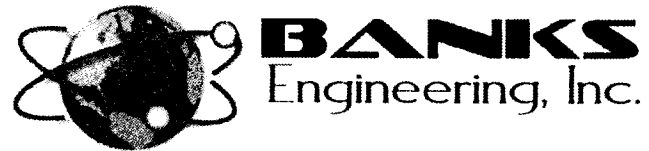
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful 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.



Signature

9-10-15

Date



**2015 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**

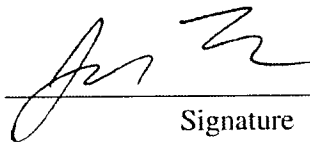
It is the policy of Banks Engineering to consider all qualified applicants for available positions without regard to race, color, sex, religion, age, national origin, disability, or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

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

9-10-15

Date

President

Title

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED
MATTERS**

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Description of Services

The consultant will provide all design and engineering services necessary for the construction of approximately 1.2 miles of multi-modal streetscape improvements along Euclid Avenue and Avenue of Champions. The current project limits include The contiguous section of Euclid Avenue, Avenue of Champions and Winslow Street from the intersection with High Street to the intersection with South Upper Street.

These services are described in Exhibit A, Exhibit C, and supplemented by this exhibit. The scope of work includes:

Phase 1 – Surveys and Coordination

- a. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements. Research and portray zoning and future land use.
- b. Field surveys - Confirm critical locations and elevations necessary for design including but not limited to existing roadway, sidewalk edges, sanitary and storm sewer features, and other utilities.
- c. Base plan preparation including topographic survey data.
- d. Coordination with involved parties, including but not limited to LFUCG, University of Kentucky, Lextran, Downtown Development Authority and utility companies. Special attention shall be given to the LFUCG RMP Plan, currently identified in RMP planning documents as UK Trunk D and E in the Town Branch watershed.

Deliverables:

- a. Base plan

Phase 2 – Public Engagement

- a. Outreach to stakeholders
- b. Stakeholder meetings (5 meetings)
- c. HOA and business association meetings (4 meetings)
- d. Initial public meeting (1 meeting)
- e. Presentation of proposed multi-modal alternate (1 meeting)
- f. Presentation to Council (1 meeting)

Deliverables:

- a. Presentational materials/handouts and agenda for meetings

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

- b. Meeting Minutes

Phase 3 – Multi-Modal Configuration and Utility Relocations

- a. Development of MM alternatives
- b. Initial discussions with utilities regarding relocations
- c. Review meetings with LFUCG
- d. Coordination with utilities related to relocation options and costs, including burying electrical and communication cables
- e. Evaluation of MM and utility relocation alternatives
- f. Development of recommended alternative
- g. Meetings with LFUCG to review and select MM alternative

Deliverables:

- a. Base plan
- b. Ten (10) copies of Summary Technical Memorandum describing methodology and recommendations, including conceptual plans and cost estimates (per Phase 4). The memorandum shall also include a list of all utility conflicts and proposed solutions, a list of impacted properties and property owners, a list of required easements and road right-of-way taking (if applicable) and encroachment, a list of required permits and respective agencies from which the permit(s) will be secured.

Phase 4 – Detailed Cost Estimates

Deliverables:

- a. Conceptual estimate of MM alternatives (based on Phase 3 alternatives).
- b. Preliminary design estimate (based on Phase 6 Plans). Estimate shall match the items listed in the General Summary sheet furnished in the Plans.
- c. Final design estimate (based on Phase 7 Plans). Estimate shall match the items listed in the General Summary sheet furnished in the Plans.

Phase 5 – Right of Way and Easements

- a. Deliverables (If requested by the LFUCG Division of Engineering):Preparation of right of way plats meeting all requirements of the LFUCG Planning Commission, Department of Law and KYTC
- b. Preparation of easement descriptions and exhibits meeting all requirements of the LFUCG Division of Engineering.
- c. Property acquisition negotiations

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Phase 6 – Preliminary Plans

- a. Preliminary plan views
- b. Preliminary profiles and cross sections
- c. Design of pedestrian ways and crossings
- d. Develop bicycle accommodations
- e. Storm sewer modifications
- f. Stormwater BMPs
- g. Sanitary sewer modifications
- h. Bus stops (design details provided by others)
- i. Striping, Marking, and Signage Plans
- j. Details & notes
- k. Hardscape Plan
- l. Landscape Plan
- m. Street Furniture Plan
- n. General Summary Sheet
- o. Utility, UK, Lextran, KYTC coordination
- p. Two (2) review meetings

Deliverables:

- a. Preliminary cost estimate (Per Phase 4)
- b. Five (5) full-size sets of plans
- c. Two (2) reduced-size (11 x 17) sets of plans

Phase 7 – Final Plans

- a. Final plan views
- b. Final profiles and cross sections
- c. Final stormwater management
- d. Stormwater Pollution Prevention Plan (SWPPP)
- e. Final Streetscape Plan Elements (Hardscape, Landscape, and Street Furniture)
- f. Street and Pedestrian Lighting Plans

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

- g. Signal and Signage Plans, as needed
- h. Final bus stops, striping/markings and signage
- i. Maintenance of traffic plans
- j. Utility coordination
- k. Technical specifications
- l. Final R/W and Easements (R/W Summary Sheet)
- m. Cover and layout sheets
- n. Details, notes, typical sections, etc.
- o. Permits (KYTC)
- p. General Summary Sheet and final cost estimate
- q. 90% and Final Review meetings
- r. Compile final deliverables, including digital copies of all data, drawings, and specifications

Deliverables:

- a. Final cost estimate (Per Phase 4)
- b. Five (5) full-size sets of plans
- c. Two (2) reduced-size (11 x 17) sets of plans
- d. CD or flash drive with:
 - Bid-Set Plans in AutoCAD (.dwg) format
 - Bid-Set Plans and Contract Documents / Specifications (stamped and signed) in Acrobat (.pdf) format

Phase 6 and 7 - General Notes

All plans shall be created in conformance with applicable federal, state and local standards and requirements, including but not limited to:

- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- Manual on Uniform Traffic Control Devices
- Public Rights-of-Way Accessibility Guidelines
- ADA Best Practices
- All LFUCG Engineering Manuals and standard drawings

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

- All LFUCG Zoning regulations and the Code of Ordinances provisions.

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets 1" = 20'

b. Profile sheets 1" = 20' horizontal
1" = 2' vertical

Entrance profiles shall be provided where they are to be constructed or reconstructed.

c. Cross sections sheets 1" = 5' horizontal
1" = 5' vertical

Assume a total of 64 cross sections will be furnished at critical locations where needed to address the impact of grade changes or conflicts with buried utilities/structures.

Final design plans, construction drawings, specifications, and total estimates shall be prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky. All plans are subject to review by the LFUCG Division of Engineering and applicable KYTC divisions.

LFUCG shall furnish technical specifications from their standard set. If a LFUCG technical specification is unavailable, the Consultant shall prepare it.

LFUCG shall furnish front-end contract documents.

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Scoping Addendum

The following elements were discussed on 11/19/2015 and 12/17/2015 and are included here to clarify the scope of work:

- The scope of work assumes that improvements will be done within the boundaries of the existing right-of-way.
- Environmental investigations are excluded from this scope – may be required at a later date
- Geotechnical investigations are excluded from this scope – none anticipated to be required
- Structural design services are excluded from this scope – none anticipated to be required
- Bidding and construction administration services are excluded from this scope
- Jonathan Hollinger is working with Bloomberg Philanthropies in developing an online questionnaire for residents near the project corridor as an initial public engagement effort. Results will be provided to the design team.
- Jonathan Hollinger will provide a hard copy of the recent commercial corridor study. He stated that two project objectives are bicycle safety and promoting commercial growth.
- Available GIS information will be transmitted through a data portal, and 2013 orthophotos will be provided. Storm and sanitary data is not included in the information that will be in the data portal, and will be provided separately. John Steinmetz mentioned that the recent Sanitary Sewer Assessments and Remedial Measures Plans have produced data for the trunk sewers, and possibly some of the collector sewers in the area.
- The RMP improvements are currently slated for 2019, and will likely have to be incorporated into the overall design in some fashion. Current scope includes identification of potential corridors for the new trunk sewer; potential additional services would include profiles and connection details.
- The University of Kentucky will provide their recent and current construction plans after the design team is under contract.

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

- Euclid Avenue is a state route, and coordination with KYTC District 7 will be required. The UCG is considering acquiring it to be added to their system and will address this subject with District 7. For the purpose of this project the corridor will be considered an east-west route, and stationed from west to east.
- A steering committee that guides the decision-making on the project will include this meeting's attendees along with a representative from the University of Kentucky. In addition, an advisory committee will be formed that will include the steering committee members along with Brandi Berryman, the two affected councilmembers (Bill Farmer and Jake Gibbs), and a representative from the Downtown Development Authority. Lextran will also be invited to participate, as well as District 7 (as long as the corridor remains a state route). The advisory committee will provide input and feedback to assist the steering committee.
- Unit prices will be provided for exposing underground utilities at selected locations.
- In the past, Lextran has stated that they do not prefer pull-offs; they prefer to stop in the travel lane to avoid having to merge back into traffic.
- A relatively detailed technical memorandum will be prepared at the end of Phase 3 – Multi-Modal Configuration and Utility Relocations to document the work conducted up to that point and recommendations for improvements to be designed in the preliminary and final design phases.
- The conceptual cost estimate in the technical memorandum should be +/- 20 percent (AACE Class 3).
- Limited cross sections should be included in the scope; assume half the project or 64 cross sections. It is anticipated that cross sections will be furnished at critical locations where needed to address the impact of grade changes or conflicts with buried utilities/structures.
- Entrance profiles shall be provided where they are to be constructed or reconstructed.
- Water quality BMPs shall be provided where practical and cost-effective. Jonathan Hollinger will confirm that water quality inlets will not be required, as none of the existing storm sewers discharge directly to open channels.

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Projects Phases and Fees

Summary of project phases and fees, excluding direct costs such as travel and reproductions.

Phase No	Phase Name	Cost
1	Surveys and Coordination	\$41,700
2	Public Engagement	Hourly rates – see below
3	Multi-Modal Configuration and Utility Relocations	\$58,200
4	Detailed Cost Estimates	\$17,700
5	Right of Way and Easements	Unit prices – see below
6	Preliminary Plans	\$86,400
7	Final Plans	\$113,000
	Total	\$317,000

Detailed project phases, tasks, and fees.

Phase No	Phase Name	Task	Units	Unit Type	Price	Total
1	Surveys and Coordination	Research	1	Lump Sum	\$3,600	\$3,600
1	Surveys and Coordination	Field surveys	1	Lump Sum	\$17,800	\$17,800
1	Surveys and Coordination	Base plan preparation	1	Lump Sum	\$10,600	\$10,600
1	Surveys and Coordination	Coordination with involved parties	1	Lump Sum	\$9,700	\$9,700
2	Public Engagement	Outreach to stakeholders	0	Hourly	See below	\$0
2	Public Engagement	Stakeholder meetings	0	Hourly	See below	\$0
2	Public Engagement	HOA and business association meetings	0	Hourly	See below	\$0
2	Public Engagement	Initial public meeting	0	Hourly	See below	\$0
2	Public Engagement	Presentation of proposed multi-modal alternate	0	Hourly	See below	\$0

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

2	Public Engagement	Presentation to Council	0	Hourly	See below	\$0
3	Multi-Modal Configuration and Utility Relocations	Development of MM alternatives	1	Lump Sum	\$15,500	\$15,500
3	Multi-Modal Configuration and Utility Relocations	Initial discussions with utilities regarding relocations	1	Lump Sum	\$900	\$900
3	Multi-Modal Configuration and Utility Relocations	Review meetings with LFUCG	1	Lump Sum	\$4,800	\$4,800
3	Multi-Modal Configuration and Utility Relocations	Coordination with utilities related to relocation options and costs	1	Lump Sum	\$3,000	\$3,000
3	Multi-Modal Configuration and Utility Relocations	Evaluation of MM and utility relocation alternatives	1	Lump Sum	\$11,400	\$11,400
3	Multi-Modal Configuration and Utility Relocations	Development of recommended alternative	1	Lump Sum	\$7,700	\$7,700
3	Multi-Modal Configuration and Utility Relocations	Meetings with LFUCG to review and select MM alternative	1	Lump Sum	\$5,400	\$5,400
3	Multi-Modal Configuration and Utility Relocations	Summary technical memorandum describing methodology and recommendations	1	Lump Sum	\$9,500	\$9,500
4	Detailed Cost Estimates	Conceptual estimate of MM alternatives	1	Lump Sum	\$4,200	\$4,200
4	Detailed Cost Estimates	Preliminary design estimate	1	Lump Sum	\$6,700	\$6,700
4	Detailed Cost Estimates	Final design estimate	1	Lump Sum	\$6,800	\$6,800
5	Right of Way and Easements	Preparation of right of way plats	0	Unit Price	\$1,000	\$0
5	Right of Way and Easements	Preparation of easement descriptions and exhibits	0	Unit Price	\$500	\$0
5	Right of Way and Easements	Property acquisition negotiations	0	Hourly	\$125	\$0
6	Preliminary Plans	Design of pedestrianways and crossings	1	Lump Sum	\$8,300	\$8,300
6	Preliminary Plans	Develop bicycle accommodations	1	Lump Sum	\$8,100	\$8,100
6	Preliminary Plans	Storm sewer modifications	1	Lump Sum	\$3,500	\$3,500
6	Preliminary Plans	Stormwater BMPs	1	Lump Sum	\$5,100	\$5,100
6	Preliminary Plans	Sanitary sewer modifications	1	Lump Sum	\$2,700	\$2,700

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

6	Preliminary Plans	Bus stops (design details provided by others)	1	Lump Sum	\$3,200	\$3,200
6	Preliminary Plans	Preliminary profiles and cross sections	1	Lump Sum	\$14,800	\$14,800
6	Preliminary Plans	Striping, Marking, and Signage Plans	1	Lump Sum	\$10,100	\$10,100
6	Preliminary Plans	Details & notes	1	Lump Sum	\$4,300	\$4,300
6	Preliminary Plans	Hardscape Plan	1	Lump Sum	\$6,000	\$6,000
6	Preliminary Plans	Landscape Plan	1	Lump Sum	\$3,400	\$3,400
6	Preliminary Plans	Street Furniture Plan	1	Lump Sum	\$3,700	\$3,700
6	Preliminary Plans	Utility, UK, Lextran, KYTC coordination	1	Lump Sum	\$5,100	\$5,100
6	Preliminary Plans	Review meetings – 2	1	Lump Sum	\$8,100	\$8,100
7	Final Plans	Final plan views	1	Lump Sum	\$21,100	\$21,100
7	Final Plans	Final stormwater management	1	Lump Sum	\$10,300	\$10,300
7	Final Plans	Stormwater Pollution Prevention Plan (SWPPP)	1	Lump Sum	\$4,800	\$4,800
7	Final Plans	Final profiles and cross sections	1	Lump Sum	\$14,200	\$14,200
7	Final Plans	Final Streetscape Plan Elements (Hardscape, Landscape, and Street Furniture)	1	Lump Sum	\$6,900	\$6,900
7	Final Plans	Final bus stops, striping/markings and signage	1	Lump Sum	\$9,400	\$9,400
7	Final Plans	Maintenance of traffic plans	1	Lump Sum	\$6,200	\$6,200
7	Final Plans	Utility coordination	1	Lump Sum	\$4,100	\$4,100
7	Final Plans	Street and Pedestrian Lighting Plans	1	Hourly	See below	\$0
7	Final Plans	Traffic Signalization Plans, as needed	1	Hourly	See below	\$0
7	Final Plans	Technical specifications and contract documents	1	Lump Sum	\$12,600	\$12,600
7	Final Plans	Final R/W and Easements	1	Unit Prices	\$0	\$0
7	Final Plans	Cover and layout sheets	1	Lump Sum	\$1,600	\$1,600

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

7	Final Plans	Details, notes, etc.	1	Lump Sum	\$9,100	\$9,100
7	Final Plans	Permits (KYTC)	1	Lump Sum	\$4,200	\$4,200
7	Final Plans	90% and Final Review meetings	1	Lump Sum	\$7,500	\$7,500
7	Final Plans	Compile final deliverables, including digital copies of all data, drawings, and specifications	1	Lump Sum	\$1,000	\$1,000

Unit Prices

Unit prices for anticipated and extra work as required. Prior approval of LFUCG required.

Phase Name	Work	Price	Unit
Right of Ways Plans	Develop ROW plats	\$1000	Each
Right of Ways Plans	Develop Easement Descriptions	\$500	Each
Surveys and Coordination	Underground Utility Potholing	\$250	Each

Hourly Rates

Hourly rates for hourly or extra work as required by position. Prior approval of LFUCG required. LFUCG billed actual cost on ¼ hour basis.

EXHIBIT D**FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS**

Category	Banks Engineering	Sprinkle Consulting	Rundell Ernstberger	Palmer Engineering	Integrated Engineering
Project Manager / Chief Engineer	\$155	\$184	n/a	n/a	n/a
Senior Engineer / LA	\$145	\$169	\$195	\$175	\$150
Project Engineer / LA	\$110	\$135	\$140	\$150	\$125
CADD / Planner	\$90	\$95	\$100	\$90	\$95
Survey Crew / Environmental Scientist	\$140	n/a	n/a	\$120	n/a

Project Schedule

Schedule is based on a notice to proceed provided to the consultant(s) by LFUCG for each phase.

Phase No	Phase Name	Days
1	Surveys and Coordination	60
2	Public Engagement	90
3	Multi-Modal Configuration and Utility Relocations	90
4	Detailed Cost Estimates	30
5	Right of Way and Easements	60
6	Preliminary Plans	90
7	Final Plans	90
	Total	510