



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **#61-2014 Wolf Run Watershed Water Quality Improvement Projects** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 21, 2014**.

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 #61-2014 Wolf Run Watershed Water Quality Improvement Projects**

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.

**There will be a pre-proposal conference on November 7, 2014, 10:00 pm at 200 E Main St, 3<sup>rd</sup> Floor Purchasing Conference Room, Lexington, KY**

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.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. Estimated Cost of Services. 30 pts
2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 15 pts
3. Capacity of the person or firm. 20 pts
4. Character, integrity, reputation, and efficiency of the person or firm. 10 pts
5. Past record and performance. 15 pts
6. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 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  
[sstone@lexingtonky.gov](mailto:sstone@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 \_\_\_\_\_, 2014.

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.*

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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.*

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Signature

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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											
<b>Total:</b>											

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](mailto:mclark@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
  Street  City  Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**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 MWBDE 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 MWBDE 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](mailto: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>)

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
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 MWDBE 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** \_\_\_\_\_

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

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.

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**Company**

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**Company Representative**

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**Date**

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**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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$2 million
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 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.
- d. 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.
- e. 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.



- f. 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.

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

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# **Wolf Run Watershed Water Quality Improvement Projects**

## **Cross Keys Pond/Picadome Golf Course**

Lexington-Fayette Urban County Government (LFUCG) is accepting proposals from interested professional design consulting firms for design of water quality features at Cross Keys Pond and Picadome Golf Course. The selected firm shall perform professional services as hereinafter stated which include project management, technical writing, reporting, geotechnical assessments, easement acquisition, stakeholder outreach, stream assessments, surveying, engineering design, coordination with permitting agencies, bid assistance, and construction administration assistance related to implementation of two projects listed in the Wolf Run Watershed Based Plan (March 1, 2013) and funded in part by §319(h) Nonpoint Source Implementation Grants.

This Scope of Engineering Services provides a minimum set of guidelines, tasks, and activities for the design, bidding, and construction administration services for two separate stormwater quality improvement projects. This scope is broken into two sections, one for each project, including:

1. Cross Keys Park Pond Water Quality Retrofit
2. Picadome Golf Course Sinkhole Retrofit and Stream Restoration Project

Firms shall include all information necessary for evaluation of the criteria listed in Section 3 of this document for each project. It is anticipated that each project will be bid for construction separately, although cost savings associated with concurrent design may be realized.

Please note that these projects are on a fast-track schedule as the grants must be fully expended before the end of the §319(h) grant periods or project funding will be forfeited. Project schedules listed below are based upon grant deadlines set by the Kentucky Division of Water.

### **1. Cross Keys Park Pond Water Quality Retrofit**

#### **1.1. General Project Description**

The Cross Keys Park includes a large pond that is located in Lexington, Kentucky on the Gardenside Tributary, which flows into Cardinal Run and eventually Wolf Run. The current pond surface area is over 4.0 acres and covers about one-third of the park area. The pond is over 40 years old and is highly degraded due to excessive siltation. Average water depth is now 2 to 3 feet deep over most of the pond. In particular, the upstream half of the pond is excessively silted in with only 1 to 2 feet of depth, providing no aquatic habitat. The pond's principal spillway is a single concrete broad-crested weir and serves also as the emergency spillway. The conditions of the pond dam and spillway have not been verified.

With 280 acres of urbanized drainage area, this pond is an excellent example of a degraded surface water feature with opportunity for retrofit for water quality and habitat improvement. The pond is currently maintained by mowing to the pond edge, which has led to some bank erosion, loss of riparian habitat, higher water temperature, and an abundance of Canadian geese. Algae blooms during warmer months due primarily to excessive sedimentation and organic enrichment from pathogens and nutrients reduce dissolved oxygen, harm aquatic fish and organisms, and make the park a nuisance to local residents.

This project site was identified in the Wolf Run Watershed Based Plan for improvement through implementation of High Priority BMP #106: *Cross Keys Park Retention Basin Retrofit* (Page VI-29). It also may involve some aspects of Low Priority BMP #101: *Bank Stabilization at Gardenside Tributary Below Cross Keys* (Page VI-28).

All currently proposed project elements are located within the Cross Keys Park, located at 1240 Cross Keys Road, owned and operated by LFUCG. However, geotechnical analysis of the pond dam and receiving system may result in required work on up to eight (8) private properties directly downstream of the dam.

The project incorporates several complementary project elements to transform this degraded surface water feature into a water quality facility which improves downstream water quality while providing aquatic habitat for fish, amphibians, and aquatic organisms. This project will focus on meeting the following goals: (a) providing water quality treatment to enhance pollutant reductions and improve water quality within Cardinal Run, Gardenside Tributary and Wolf Run, and (b) enhancing aquatic habitat in and around the retrofitted pond.

Attached is the Cross Keys BMP Implementation Plan (9/3/14) as approved by Kentucky Division of Water. Refer to this document for details on the project components to be evaluated and considered for construction.

The following table provides the Project Schedule for the Cross Keys Park Pond Water Quality Retrofit project.

**1.2. Project Schedule**

<b>Task</b>	<b>Start Date</b>	<b>Finish Date</b>
Estimated Notice to Proceed		February 1, 2015
Task A: Background Review and Investigation	February 1, 2015	February 10, 2015
Task B: Field Survey	February 1, 2015	March 13, 2015
Task C: Dam Geotechnical Analysis	February 1, 2015	March 13, 2015
Task D: Hydrologic/Hydraulic Analyses	February 1, 2015	April 2, 2015
Task E: Conceptual Design	February 1, 2015	April 12, 2015
Task F: Detailed Design		50% Submittal May 12, 2015 90% Submittal July 12, 2015 100% Submittal August 12, 2015
Task F: Easement Acquisition	April 12, 2015	Documents by May 12, 2015 August 15, 2015
Task G: Meetings	Concurrent	
Task H: Permitting	Contact by February 15, 2015 Submit by May 2, 2015	August 31, 2015
Task I: Bidding Services and Council Award	September 2, 2015	December 1, 2015
Task J: Construction Administration Assistance	December 20, 2015	September 15, 2016
End of Grant Period		September 30, 2016

### 1.3. Scope of Services

#### Task A: Background Review and Investigation

Perform all necessary site visits and reconnaissance of the area as necessary for design and construction. Review all existing documentation including, but not limited to, the following:

- Wolf Run Watershed Management Plan (2013)
- §319(h) Grant Application and Contract
- Approved BMP Implementation Plan
- Prior reports as provided by LFUCG
- FEMA Floodway/Floodplain Hydrologic and Hydraulic Models

#### Task B: Field Survey

Conduct all field surveying services necessary for design and construction, including, but not limited to the following activities:

- Provide notification to property owners regarding survey and access.
- Location and elevation of physical features, including topography, drainage features, structures, utilities (above and below ground), fencing and trees as needed to provide accurate plan, profile and cross section information necessary for hydraulic/hydrologic analyses, design, and construction. Use the following coordinate system: *NAD\_1983\_StatePlane\_Kentucky\_North\_NFIPS\_1601\_Feet*. Vertical Datum shall be *NAVD 88*.
- Grid survey of pond depth sufficient to accurately estimate quantity of sediment to be removed.
- Locate additional drainage features or utilities outside of the identified area that may be necessary for stormwater calculations or design.
- Conduct sufficient deed research for the identification of all property boundaries, easements, and property information for affected properties.
- Field survey of the location of property boundaries and markers of affected properties for easement plat preparation.

#### Task C: Dam Geotechnical Analysis

- Perform geotechnical evaluation to determine integrity of the existing dam and spillway and recommend improvements, if needed. Number of borings to be determined by the Consulting Engineer (provide unit price per boring in the cost estimate).

#### Task D: Hydrologic/Hydraulic Analysis

- Perform all hydrologic and hydraulic analyses of the pond function for 10-year, 25-year, and 100-year 24-hour storms for existing and proposed conditions sufficient for design.
- Analysis should include feasibility of redirection of Cross Keys Rd stormwater drainage into Cross Key Pond.

*Deliverable Task A-D:* The Consultant shall submit to LFUCG three hard copies and one digital copy of a report and drawing(s) which adequately describe the existing conditions and present the analysis resulting from the field investigations, geotechnical assessment, topographical survey, hydrologic/hydraulic analyses, etc. Include 22"x34" sized plan sheets (1"=20' scale) showing existing features and Profile sheets (1"=20' H: 1"=2'V).

#### Task E: Conceptual Design

- Evaluate strategies for water quality improvement by examining existing storm drains and outfalls, storm water run-off issues, site constraints, and any other pertinent information.
- Create conceptual designs and approximate construction costs for potential project elements as described in the BMP Implementation Plan.
- Participate in review and discussion with LFUCG, Kentucky Division of Water, Wolf Run Watershed Council, West Gardenside Neighborhood Association, and any other involved parties (*Task G*).
- The final conceptual designs will be used for public education, presentations, signage, brochures, etc. The creation of these documents shall occur by LFUCG concurrent or after the project design.

*Deliverable for Task E:* The Consultant shall submit conceptual drawings and renderings of final project outcome and approximate construction costs with alternatives. A memorandum shall also be included discussing the proposed technologies within the BMP Implementation Plan and recommendations for which technologies (i.e. BMPs) to contract and why. Budget constraints shall be part of the consideration.

#### Task F: Detailed Design

On the basis of an approved preliminary design, the Consultant shall prepare and submit the Final Design Documents and an updated final cost estimate to LFUCG for review/approval and shall be in a form suitable for public bidding. Where applicable, plans and specifications shall meet the requirements of the LFUCG Stormwater Manual 2009 and the LFUCG Engineering Standard Drawings, updated 2008.

- Provide design submittals one week prior to progress meetings for LFUCG review. The Consultant shall keep notes during the design progress meetings and submit those notes to LFUCG for verification of design items discussed and decisions that were made.
- Coordinate with utilities affected by the project.
- Provide Easement and Right of Way Descriptions and documents necessary for acquisition and conduct negotiations with property owners. Easement and Right of Way acquisition shall follow the attached flow chart. Easement and Right of Way acquisition will follow this general process:
  - LFUCG will supply the Consultant with a blank Easement Summary Excel file (Attachment 1).
  - Consultant shall populate all fields except Compensation fields which will be populated by LFUCG and provided back to the Consultant.
  - Consultant shall complete Offers to Purchase and Memoranda of Understanding (forms to be provided) per the Easement Summary form and mail to the property owner(s) via certified mail.
  - Consultant shall prepare a maximum of three (3) Offers to Purchase and Memoranda of Understanding, until either the Memoranda of Understanding are signed or an impasse in negotiations is reached. If negotiations reach an impasse, Consultant shall notify the LFUCG Project Manager immediately.
  - Consultant shall keep and maintain all files and correspondence.

- Coordinate and submit plans, specifications, and required permit applications to all required agencies. Revise plans as needed or required based on the comments of those regulatory agencies.
- Prepare final plans and specifications for the project for bidding purposes in both hard copy and standard electronic format compatible with LFUCG equipment and software. A minimum of eight (8) copies will be required.
- Furnish design and construction timelines, schedules, and documents to LFUCG in order to meet the grant requirements.

*Deliverables Task F:*

*50% Drawings (5 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20' H: 1"=2'V)
- Cross-sections (1"=5')
- Preliminary Detail sheets
- Preliminary Erosion Control and Stormwater Pollution Prevention sheets
- Preliminary Technical Specifications
- Preliminary Opinion of Probable Cost
- Preliminary Hydrology/Hydraulics Analyses Results
- Easement Plats and Descriptions

*90% Drawings (5 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20' H: 1"=2'V)
- Cross-sections (1"=5')
- Detail sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications
- Engineer's pre-bid Opinion of Project Costs
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor.
- Final Hydrology/Hydraulics Design Report

*Bidding Documents (8 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale)
- Profile sheets (1"=20' H: 1"=2'V)

- Cross-sections (1"=5')
- Detail sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications
- Engineer's pre-bid Opinion of Project Costs
- Executed Permits in separate binder (*Task H*)
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor and stamped "For Construction."
- Reproducible digital version of the construction plans, specifications and contract documents to LFUCG's official bid document distributor prior to bid advertisement.

#### Task G: Meetings

##### *Design Services*

- Within ten (10) days of Notice to Proceed, the Consultant will participate in a project start-up meeting with LFUCG. The purpose of this meeting will be to introduce all members of the project team, review project communications, finalize scope, review schedule, review permitting strategy, and discuss in detail our design milestone and deliverables.
- Schedule a conceptual design meeting with LFUCG, Kentucky Division of Water, Wolf Run Watershed Council, West Gardenside Neighborhood Association, and any other involved parties.
- Conduct design progress meetings at: (1) end of Conceptual Design, (2) 50% submittal, (3) 90% submittal, and (4) 100% submittal. Provide submittals to LFUCG at least one week before each meeting to allow for review and comment.
- Meet and make presentations to any public or civic groups as requested by the Project Manager. (Assume 5 meetings. Include unit cost per meeting in proposal.)
- Meet with impacted property owners during easement acquisition. (Assume 8 meetings. Include unit cost per meeting in proposal.)

##### *Construction Services*

- Attend pre-bid meeting.
- Attend bid opening.
- Participate in pre-construction meeting as directed.
- Site progress meetings (assume 25 onsite meetings during construction)
- Attend final inspection and assist in compiling final punch list.
- Participate in project closeout meeting.

*Deliverable Task G:* Meeting summaries electronically created within 5 days of discussions.



#### Task H: Permitting

The Consultant shall prepare and perform all work necessary to obtain all permits and approvals required for the project (other than the LFUCG Land Disturbance Permit and the Notice of Intent to KDOW for KYR10 to be obtained by the Contractor). This task includes all meetings and coordination with agencies necessary to obtain the required permits.

Permits and approvals may include, but are not limited to:

- KDOW Stream Construction/401 Water Quality Certification Permit
- U.S. Army Corps of Engineers 404 Permit
- State Historic Preservation Office Section 106 of National Historic Preservation Act
- U.S. Fish & Wildlife Section 7 Endangered Species Act
- Utility easement encroachment agreements/Memorandums of Understanding
- LFUCG Floodplain Special Use Permit
- FEMA No Rise/CLOMR/LOMR (include as a separate unit price line item in proposal). This task includes all hydrologic/hydraulic modeling and mapping required to submit for a No Rise Certification, or CLOMR and LOMR if required by the agencies.

All submittal applications for required permits shall be submitted via hard copy and electronic.

*Deliverables Task H:* Hard copies of meeting/contact notes with agencies. Hard copies of submittal applications for each required permit. Originals of Executed Permits in a separate binder with the 100% bid contract documents.

#### Task I: Bidding Services

- Coordinate with LFUCG Division of Purchasing for advertisement and distribution of bid documents and any addendums. Maintain an up to date List of Plan Holders.
- Respond to questions and issue addenda as necessary. During the bidding phase, address bidder's questions and coordinate responses with the LFUCG Project Manager and Division of Purchasing. LFUCG Division of Central Purchasing will issue any addenda.
- Obtain copies of all bids, prepare a tabulation of bid prices, and submit a recommendation of award.
- Provide electronic versions of plans to coordinate utilities as needed.

#### Task J: Construction Administration Assistance

- Review and approve all shop drawings.
- Attend final inspection and assist in compiling final punch list.
- Prepare Record Drawings in hard-copy and electronic format compatible with LFUCG software.
- Prepare a Project Certification for LFUCG.

*Deliverables Task J:* One (1) hard copy set of signed and sealed record drawings of project improvements. One (1) digital set of signed and sealed record drawings in .pdf format. Project Certification memorandum.

## 2. Picadome Golf Course Sinkhole Retrofit and Stream Restoration Project

### 2.1. General Project Description

Vaughn's Branch and Big Elm Tributary, both tributaries of Wolf Run, merge within the Picadome Golf Course in Lexington, Kentucky. The Big Elm Tributary ends at a large sinkhole located on LFUCG Picadome golf course property, with overflow continuing across the golf course until it enters Vaughn's Branch. Both streams are FEMA regulated floodways, however, due to the heavy karst influence in this area these tributaries are dry during "low-flow" conditions. Due to increases in peak flow and duration as well as numerous bridge crossings, some segments of these streams are highly eroded and destabilized, experiencing active deposition, scour, and meander development. In addition, a large amount of trash and debris collects at the mouth of the Big Elm Tributary sinkhole. Monitoring data shows that Vaughn's Branch has some of the highest levels in the watershed of non-point source pollutants including phosphorus, nitrogen, pathogens, conductivity, and sediment. Habitat was found to be "poor" due to low velocity-depth regime, channel flow, bank stability and riparian vegetation. LFUCG has completed pebble counts, longitudinal profile and cross-sections of the stream as part of the Wolf Run Watershed Based Plan.

This project site was identified in the Wolf Run Watershed Based Plan dated March 1, 2013 for improvement through implementation of High Priority BMP #113: *Stream Restoration* (Page VI-30) and High Priority BMP #125: *Trash and Debris at Picadome Sinkhole* (Page VI-32). All currently proposed project elements are located on the Picadome Golf Course, located at 469 Parkway Drive and owned and operated by LFUCG. However, the project may include improvements on one upstream private property adjacent to the golf course.

This project will focus on meeting the following goals: (a) reduce streambank erosion and improving aquatic habitat on the Big Elm Tributary and Vaughn's Branch, (b) perform sinkhole remediation to reduce flooding and surface rill and interrill erosion, and (c) improve water quality by capturing trash and debris, providing for a native riparian buffer zone along more of the stream channel, and providing water quality treatment to enhance pollutant reductions.

Attached is the Picadome Golf Course BMP Implementation Plan (9/3/14) as approved by Kentucky Division of Water. Refer to this document for details on the project components to be evaluated and considered for construction.

The following table provides the Project Schedule for the Picadome Golf Course Sinkhole Retrofit and Stream Restoration project.

## 2.2. Project Schedule

Task	Start Date	Finish Date
Estimated Notice to Proceed		February 1, 2015
Task A: Background Review and Investigation	February 1, 2015	February 10, 2015
Task B: Field Survey	February 1, 2015	March 13, 2015
Task C: Soil and Geotechnical Analysis	February 1, 2015	March 13, 2015
Task D: Hydrologic/Hydraulic Analyses	February 1, 2015	April 2, 2015
Task E: Conceptual Design	February 1, 2015	April 12, 2015
Task F: Detailed Design		50% Submittal May 12, 2015 90% Submittal July 12, 2015 100% Submittal August 12, 2015
Task K: Easement Acquisition (if needed)	April 12, 2015	Documents by May 12, 2015 August 15, 2015
Task G: Meetings	Concurrent	
Task H: Permitting	Contact by February 15, 2015 Submit by May 2, 2015	August 31, 2015
Task I: Bidding Services and Council Award	September 2, 2015	December 1, 2015
Task J: Construction Administration Assistance	December 20, 2015	June 15, 2016
End of Grant Period		June 30, 2016

## 2.3. Scope of Services

### Task A: Background Review and Investigation

Perform all necessary site visits and reconnaissance of the area as necessary for design and construction. Review all existing documentation including, but not limited to, the following:

- Wolf Run Watershed Management Plan (2013)
- §319(h) Grant Application and Contract
- Approved BMP Implementation Plan
- Prior reports as provided by LFUCG
- FEMA Floodway/Floodplain Hydrologic and Hydraulic Models

### Task B: Field Survey

- Location and elevation of physical features, including topography, drainage features, structures, utilities (above and below ground), fencing and trees as needed to provide accurate plan, profile and cross section information necessary for hydraulic/hydrologic design and construction. Use the following coordinate system: *NAD\_1983\_StatePlane\_Kentucky\_North\_NFIPS\_1601\_Feet*. Vertical Datum shall be *NAVD 88*.

- Locate additional drainage features or utilities outside of the identified area that may be necessary for stormwater calculations or design.
- Survey stream and sinkhole cross-sections, longitudinal profile, bedrock and grade controls features, and project site features etc. sufficient to develop hydrologic/hydraulic analysis and biddable design plans and engineer's opinions of cost, including any existing infrastructure, utility crossings, or parallel lines. Survey boundary to follow stream corridor with at least the width of the 100-year floodplain valley.

#### Task C: Soil and Geotechnical Investigations

- Perform geotechnical investigations as necessary for design and construction (e.g. soil, rock, etc.). Number of borings to be determined by the Consulting Engineer (provide unit price per boring in the cost estimate).
- Perform soil sampling as needed for stream restoration design (e.g. particle size distributions for bedload, incoming sediment load, etc.).

#### Task D: Hydrologic/Hydraulic Analysis

- Perform all hydrologic and hydraulic analyses of stream(s) and sinkhole for 10-year, 25-year, and 100-year 24-hour storms for existing and proposed conditions.
- Perform at a minimum 100-year desktop shear stress calculations for the section of Vaughn's Branch proposed for bank stabilization/restoration design.

*Deliverable Task A-D:* The Consultant shall submit to LFUCG three hard copies and on digital copy of a report and drawing(s) which adequately describe the existing conditions and present the analysis resulting from the field investigations, topographical survey, soil investigations, hydrologic/hydraulic analyses, etc. Include 22"x34" sized plan sheets (1"=20' scale) showing existing features and Profile sheets (1"=20' H: 1"=2'V)

#### Task E: Conceptual Design

- Evaluate strategies for water quality improvement by examining existing storm drains and outfalls, storm water run-off issues, site constraints, and any other pertinent information.
- Create conceptual designs and approximate construction costs for potential project elements as described in the BMP Implementation Plan.
- Stream restoration design techniques shall be based upon reducing 100-year shear stresses across the channel and floodplain to stable levels. Use of hard riffles designed for the 100-year shear stress and extended partly across the floodplain valley for grade control is the preferred method for this project. Vegetative bank protection is also preferred over hard protective measures.
- Participate in review and discussion with LFUCG, Kentucky Division of Water, Wolf Run Watershed Council, and any other involved parties (*Task G*).
- The final conceptual designs will be used for public education, presentations, signage, brochures, etc. The creation of these documents shall occur by LFUCG concurrent or after the project design.

*Deliverable for Task E:* The consultant shall submit conceptual drawings and renderings of final project outcome and approximate construction costs with alternatives. A memorandum shall also be included discussing the proposed technologies within the BMP Implementation Plan and why or why not each technology should be considered. Budget constraints shall be part of the consideration.

### Task F: Detailed Design

On the basis of an approved preliminary design, the Consultant shall prepare and submit the Final Design Documents and an updated final cost estimate to LFUCG for review/approval and shall be in a form suitable for public bidding. Where applicable, plans and specifications shall meet the requirements of the LFUCG Stormwater Manual 2009 and the LFUCG Engineering Standard Drawings, updated 2008.

- Provide design submittals one week prior to progress meetings for LFUCG review. The Consultant shall keep notes during the design progress meetings and submit those notes to LFUCG for verification of design items discussed and decisions that were made.
- Coordinate with utilities affected by the project.
- Coordinate and submit plans, specifications, and required permit applications to all required agencies. Revise plans as needed or required based on the comments of those regulatory agencies.
- Prepare final plans and specifications for the project for bidding purposes in both hard copy and standard electronic format compatible with LFUCG equipment and software. A minimum of eight (8) copies will be required.
- Furnish design and construction timelines, schedules, and documents to LFUCG in order to meet the grant requirements.

#### *Deliverables Task F:*

##### *50% Drawings (5 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20' H: 1"=2'V)
- Cross-sections (1"=5')
- Preliminary Detail sheets
- Preliminary Erosion Control and Stormwater Pollution Prevention sheets
- Preliminary Technical Specifications
- Preliminary Opinion of Probable Cost
- Preliminary Hydrology/Hydraulics Analyses Results
- Easement Plats and Descriptions (if necessary)

##### *90% Drawings (5 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale) showing existing features and proposed features including utility relocations if necessary
- Profile sheets (1"=20' H: 1"=2'V)
- Cross-sections (1"=5')
- Detail sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications

- Engineer's pre-bid Opinion of Project Costs
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor.
- Final Hydrology/Hydraulics Design Report

*Bidding Documents (8 Hard Copies)*

- 22"x34" sized plan sheets (1"=20' scale)
- Profile sheets (1"=20' H: 1"=2'V)
- Cross-sections (1"=5')
- Detail sheets
- Erosion Control and Stormwater Pollution Prevention Plan sheets
- Technical Specifications
- Engineer's pre-bid Opinion of Project Costs
- Executed Permits in separate binder (*Task I*)
- All sheets and documents shall be signed and sealed by a Professional Engineer and Registered Land Surveyor and stamped "For Construction."
- Reproducible digital version of the construction plans, specifications and contract documents to LFUCG's official bid document distributor prior to bid advertisement.

Task G: Meetings

*Design Services*

- Within ten (10) days of Notice to Proceed, the Consultant will participate in a project start-up meeting with LFUCG. The purpose of this meeting will be to introduce all members of the project team, review project communications, finalize scope, review schedule, review permitting strategy, and discuss in detail our design milestone and deliverables.
- Schedule a conceptual design meeting with LFUCG, Kentucky Division of Water, Wolf Run Watershed Council, and any other involved parties.
- Conduct design progress meetings at: (1) end of Conceptual Design, (2) 50% submittal, (3) 90% submittal, and (4) 100% submittal. Provide submittals to LFUCG at least one week before each meeting to allow for review and comment.
- Meet and make presentations to any public or civic groups as requested by the Project Manager. (Assume 5 meetings. Include unit cost per meeting in proposal.)
- Meet with impacted property owners during easement acquisition. (Assume 2 meetings. Include unit cost per meeting in proposal.)

*Construction Services*

- Attend pre-bid meeting.
- Attend bid opening.
- Participate in pre-construction meeting as directed.

- Site progress meetings (assume 20 onsite meetings during construction).
- Attend final inspection and assist in compiling final punch list.
- Participate in project closeout meeting.

*Deliverable Task G:* Meeting summaries electronically created within 5 days of discussions.

Task H: Permitting

The Consultant shall prepare and perform all work necessary to obtain all permits and approvals required for the project (other than the LFUCG Land Disturbance Permit and the Notice of Intent to KDOW for KYR10 to be obtained by the Contractor). Permits and approvals may include, but are not limited to:

- KDOW Stream Construction/401 Water Quality Certification Permit
- U.S. Army Corps of Engineers 404 Permit
- State Historic Preservation Office Section 106 of National Historic Preservation Act
- U.S. Fish & Wildlife Section 7 Endangered Species Act
- Utility easement encroachment agreements/Memorandums of Understanding
- LFUCG Floodplain Special Use Permit
- FEMA No Rise/CLOMR/LOMR (include as a separate unit price line item in proposal). This task includes all hydrologic/hydraulic modeling and mapping required to submit for a No Rise Certification, or CLOMR and LOMR if required by the agencies.

All submittal applications for required permits shall be submitted via hard copy and electronic.

*Deliverables Task H:* Hard copies of submittal applications for each required permit. Originals of Executed Permits in a separate binder with the 100% bid contract documents.

Task I: Bidding Services

- Coordinate with LFUCG Division of Purchasing for advertisement and distribution of bid documents and any addendums. Maintain an up to date List of Plan Holders.
- Respond to questions and issue addenda as necessary. During the bidding phase, address bidder's questions and coordinate responses with the LFUCG Project Manager and Division of Purchasing. LFUCG Division of Central Purchasing will issue any addenda.
- Obtain copies of all bids, prepare a tabulation of bid prices, and submit a recommendation of award.
- Provide electronic versions of plans to coordinate utilities as needed.

Task J: Construction Administration Assistance

- Review and approve all shop drawings.
- Attend final inspection and assist in compiling final punch list.
- Prepare Record Drawings in hard-copy and electronic format compatible with LFUCG software.
- Prepare a Project Certification for LFUCG.

*Deliverables Task J:* One (1) hard copy set of signed and sealed record drawings of project improvements. One (1) digital set of signed and sealed record drawings in .pdf format. Project Certification memorandum.

Task K: Easement Acquisition (Alternate)

This task will be included in the project scope only if a BMP is recommended for installation on a property upstream of the Vaughn's Branch entrance onto the golf course. Proposed costs for this task should be a separate line item in the proposal.

- Provide Easement and Right of Way Descriptions and documents necessary for acquisition and conduct negotiations with property owner. Easement and Right of Way acquisition shall follow the attached flow chart. Easement and Right of Way acquisition will follow this general process:
  - LFUCG will supply the Consultant with a blank Easement Summary Excel file (Attachment 1).
  - Consultant shall populate all fields except Compensation fields which will be populated by LFUCG and provided back to the Consultant.
  - Consultant shall complete Offers to Purchase and Memoranda of Understanding (forms to be provided) per the Easement Summary form and mail to the property owner(s) via certified mail.
  - Consultant shall prepare a maximum of three (3) Offers to Purchase and Memoranda of Understanding, until either the Memoranda of Understanding are signed or an impasse in negotiations is reached. If negotiations reach an impasse, Consultant shall notify the LFUCG Project Manager immediately.
  - Consultant shall keep and maintain all files and correspondence.

**3. Proposal Evaluation Criteria**

The review of all submissions shall be performed by the Selection Workgroup, which shall recommend award to the Mayor's Senior Advisor on the basis of majority vote. In the evaluation of each submission, the Selection Workgroup will apply the following criteria:

1. The total estimated cost of services, based on the hourly rates provided for the individuals identified as providing measurable services for project delivery and the estimated total hours, based upon the production of deliverables listed in the Scope of Services. Each proposal must include a chart that lists:
  - The name of each individual listed as a primary project team member or as providing measurable services,
  - The hourly rate for each named individual.
  - Cost estimates should be provided for each project and at a minimum broken down by Scope Task.

(Note: Individual task order amounts based on cost of service rates and unit costs provided in the table below will be negotiated after refinement of the scope as the project progresses.)

2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested:
  - The proposal should clearly identify the following primary project team members, with their discipline(s) and office location of primary residence. Disciplines/Expertise may reside in one or multiple persons/firms.
    - a) Project Manager



- b) Principal Project Engineer(s) licensed in the state of Kentucky
- c) Geotechnical Engineer licensed in the state of Kentucky (dam evaluation experience - Cross Keys Park only)
- d) Hydrology/Hydraulics Modeler
- e) Registered Land Surveyor
- f) Botanist or Plant Specialist
- g) Hydro-geologist/geomorphologist with training and experience in natural channel stream design. (Picadome Golf Course only)

➤ The proposal should contain only those resumes of the primary project team members or those providing measurable services to project delivery. Include the office of primary residence (e.g. Lexington, KY) for each individual. The content of those resumes should be limited to one page each per person, and only include experience directly relevant to the services requested in this proposal.

3. Capacity of the person, firm or team to perform the work, including any specialized services, within the time limitations.
  - The proposal should include descriptions of similar projects successfully completed by the proposed project team members and/or firms. Provide contacts for references on each project.
4. Character, integrity, reputation, judgment, experience, and efficiency of the person, firm or team.
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, ability to meet schedules and successful submission of capital improvement action plans to regulatory agencies (USEPA, KY Division of Water, etc.).
6. Degree of local employment to be provided by the person, firm or team in the performance of the contract.

#### **4. Method of Invoice and Payment**

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

The Division of Environmental Policy – Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task amount prior to acceptance of the final documents related to that Task or more than 95% of the total contract amount prior to final acceptance of the recommended design solution or completion of construction of the design solution for projects resulting in construction.

Regardless of the invoices submitted by the Consultant, the Division of Environmental Policy shall not approve a greater percentage of payment than outlined in the following schedule.

Fee / Billing Schedule	Invoice
Submission of Task A-E and Associated Meetings	30%
Submission of 50% Drawings and Associated Meetings	60%
Submission of 90% Drawings and Associated Meetings	75%
Submission of Final Contract Documents, Task H, Task I and Associated Meetings	90%
Construction Completion – Submit Final Invoice	100%

**5. Stop Work Notice**

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

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

**BMP Implementation Plan**  
**Wolf Run Watershed Based Plan BMP Implementation:**  
**Cross Keys Park Pond Retrofit**  
**Lexington-Fayette Urban County Government (LFUCG)**  
**KDOW Approved Version (September 3, 2014)**

**Project Description**

The Cross Keys Park includes a large pond that is located in Lexington, Kentucky on the Gardenside Tributary, which flows into Cardinal Run and eventually Wolf Run. The current pond surface area is over 4.0 acres and covers about one-third of the park area. The pond is over 40 years old and is highly degraded due to excessive siltation. Average water depth is now 2 to 3 feet deep over most of the pond. In particular, the upstream half of the pond is excessively silted in with only 1 to 2 feet of depth, providing no aquatic habitat. With 280 acres of urbanized drainage area, this pond is an excellent example of a degraded surface water feature with opportunity for retrofit for water quality and habitat improvement. The pond is currently maintained by mowing to the pond edge, which has led to some bank erosion, loss of riparian habitat, higher water temperature, and an abundance of Canadian geese. Algae blooms during warmer months due primarily to excessive sedimentation and organic enrichment from pathogens and nutrients reduce dissolved oxygen, harm aquatic fish and organisms, and make the park a nuisance to local residents.

This project site was identified in the Wolf Run Watershed Based Plan dated March 1, 2013 for improvement through implementation of High Priority BMP #106: *Cross Keys Park Retention Basin Retrofit* (Page VI-29). It also may involve some aspects of Low Priority BMP #101: *Bank Stabilization at Gardenside Tributary Below Cross Keys* (Page VI-28).

All currently proposed project elements are located within the Cross Keys Park, located at 1240 Cross Keys Road, owned and operated by LFUCG. However, geotechnical analysis of the pond dam and receiving system may warrant work on up to eight (8) private properties directly downstream of the dam.

The project incorporates several complementary project elements to transform this degraded surface water feature into a water quality facility which improves downstream water quality while providing aquatic habitat for fish, amphibians, and aquatic organisms. This project will focus on meeting the following goals: (a) providing water quality treatment to enhance pollutant reductions and improve water quality within Cardinal Run, Gardenside Tributary and Wolf Run, and (b) enhancing aquatic habitat in and around the retrofitted pond.

**BMP Technologies to be installed**

The below BMP technologies are proposed for this project:

1. **Pond (NRCS Conservation Practice Standard Code #378):** To include evaluating the pond dam integrity and addressing deficiencies, providing for a stable outlet control and spillway and downstream receiving channel, evaluating pond's hydraulic capacity and availability to receive increased drainage, excavating excessive sediment, and establishment of a vegetated littoral shelf.

2. **Structure for Water Control (NRCS Conservation Practice Standard Code #587):** To include consideration of storm sewer diversion and gross debris/trash collection systems.

Based upon the pond capacity evaluation, the rerouting of an existing storm sewer on Cross Keys Road will be evaluated for feasibility and benefit, and may be included in the project.

The use of gross debris/trash collection will also be considered. This BMP may be a low priority for implementation due to location constraints. In addition, litter inputs from upstream areas may not warrant this BMP.

3. **Sediment Basin (NRCS Conservation Practice Standard Code #350):** To install a forebay between the incoming Cardinal Run and the Cross Keys Park Pond to serve as pretreatment for the rest of the facility. The need for an access road for equipment to clean the forebay will be evaluated.
4. **Wetland Construction (NRCS Conservation Practice Standard Code #656):** Evaluate the addition of a constructed wetland in the shallow and silted areas of the upper pond. This area would serve to treat stormwater runoff exiting the forebay and provide for aquatic and wildlife habitat. In order to keep dredging costs low, material excavated from the pond will most likely remain on site. This would provide for material to allow for re-grading of the upper pond area into a shallow marsh/wetland.
5. **Riparian Herbaceous Cover (NRCS Conservation Practice Standard Code #390):** Establish native riparian buffers around the pond edge, within the park area and along the upstream section of Cardinal Run within the park. Consideration of establishment of a Bluegrass native meadow will be included.
6. **Tree/Shrub Establishment (NRCS Conservation Practice Standard Code #612):** Include addition of native trees and shrubs around the pond and in the park for wildlife habitat to replace tree loss resulting from construction and increase tree canopy from pre-project condition.
7. **Educational Signage and Natural Trails:** To be installed within the park pointing out the improvements and the impacts on water quality and habitat. The goal would be for Cross Keys to be a passive environmental education park in the same way as Gainesway Park is now.
8. **Floating Wetland Island Demonstration:** Addition of a floating wetland island will be considered in the deep pond if the budget allows.
9. **Pond Aeration:** Addition of a bottom aeration system and or aerating fountain will be considered for the deep pond if the budget allows.

Note: In the initial grant application stream restoration/creation upstream of the pond was listed as a potential BMP. After review of the site condition, the stream channel is not degraded to a degree that would warrant the BMP.

### **BMP Selection Process**

BMPs for this project will be selected to match available technologies with the known problems on the project site related to pond sedimentation with low dissolved oxygen, algae blooms, erosion, trash and debris, and lack of aquatic habitat, as well as the broader water quality impairments of the Wolf Run. BMPs listed above may need to be prioritized for installation during the design phase based upon the benefit derived from each BMP as compared to the cost within the budget constraints.

Wolf Run is listed as partially supporting for warmwater aquatic habitat, and non-supporting for primary and secondary recreational contact (KDOW, 2012). Impairments include Fecal Coliform, Nutrient Eutrophication Biological Indicators, Specific Conductance, and Sedimentation/Siltation. Suspected Sources include Unspecified Urban Stormwater, Urban Runoff/Storm Sewers, Channelization, and Loss of Riparian Habitat. Both the Final South Elkhorn Creek Pathogen TMDL (KDOW, 2013) and draft nutrient TMDL for South Elkhorn Creek encompass this area.

The proposed BMPs listed above are targeted to address these specific sources and impairments. Fecal Coliform is also closely associated with sanitary sewer system deficiencies being addressed by the Consent Decree between the U.S. Environmental Protection Agency, LFUCG, and the Commonwealth of Kentucky.

The project will feature both mechanical and natural BMP types, and will provide for excellent access for the public to learn about water quality BMPs and see them in action within an existing recreational area.

The proposed BMPs are expected to remain in place for the foreseeable future, with no known major changes expected in the park operations. If there are changes to the site in the future, efforts will be taken to protect the functionality of the BMPs to ensure they continue to serve their purpose as water quality enhancement features.

LFUCG has the means to maintain all installed BMPs. Mechanical water control devices will be cleaned through the use of vacuum trucks operated by LFUCG. Trash and debris accumulated on trash racks or other surface areas will be routinely removed by hand or small equipment. Maintenance of riparian buffers, native plants, littoral shelf, and wetland areas shall include invasive species control, and reseeding/replanting as necessary for coverage and density. Tree maintenance such as pruning and proper mulching, as well as cleaning of the forebay of accumulated silt shall be performed on a routine schedule. Aerators and other equipment will require maintenance on an as needed basis. The pond area should be self-sustaining, with the forebay serving as adequate pre-treatment, eliminating in the future the current problems of excessive siltation over time.

It is anticipated that permits will be required from federal and state agencies, including but not limited to: KDOW Stream Construction Permit, Kentucky 401 Water Quality Certification, U.S.

Corps of Engineers 404 General Permit, and a FEMA Conditional Letter of Map Revision (CLOMR/LOMR).

Easements may be required on up to eight properties downstream of the dam, four on Williamsburg Road, and four on Cross Keys Road. These would be acquired through standard LFUCG easement procurement processes for capital projects.

### **BMPs Targeted to Specific Locations**

As stated previously, this project site was identified in the Wolf Run Watershed Based Plan dated March 1, 2013 for improvement through implementation of High Priority BMP #106: *Cross Keys Park Retention Basin Retrofit* (Page VI-29). It also may involve some aspects of Low Priority BMP #101: *Bank Stabilization at Gardenside Tributary Below Cross Keys* (Page VI-28). This initial work established the need for the project at the specific site, but did not go into great detail on BMP selection.

Given that the project is located within an LFUCG owned and operated park, it is a prime location for a large project of this type. The project improvements will serve not only to improve water quality and habitat, but will also approve the aesthetic and operational conditions of the park itself. Occasionally LFUCG staff have had to treat the pond for mosquitoes and algae. Numerous complaints are received from the public each year due to the degraded nature of the pond.

### **Financial Plan**

The project budget consists of the §319(h) grant funds in the amount of \$300,000 and a grant match fully funded and managed by LFUCG of \$200,000. Through the design phase, cost of the project will be kept under advisement and if necessary bid alternates will be included in the bid documents to allow financial flexibility.

LFUCG has two §319(h) grants running concurrently for BMP Implementation in the Wolf Run Watershed (#C9994861-09 and #C9994861-12), both for \$300,000 with a \$200,000 match. These grants will cover BMP Implementation at two locations, Cross Keys Park Pond as outlined in this plan, and at Picadome Golf Course as outlined in a separate plan under that name. The distribution of funds between these two project sites will not be finalized until preliminary design is completed for both projects and cost estimates allow for a better understanding of how the total \$1,000,000 BMP Implementation budget is best utilized for these two projects. LFUCG will work closely with KDOW to make those determinations.

### **Maintenance Agreement**

The Lexington-Fayette Urban County Government (LFUCG) will be responsible for the maintenance of the proposed BMPs. If any BMPs are installed on private property, an easement and Maintenance Agreement for each property allowing access for LFUCG shall be obtained.

### **Notification Process to KDOW**

The Kentucky Division of Water's NPS Section Technical Advisor (TA) will be forwarded the selected design, construction documents, cost estimates etc. prior to bidding. Educational materials shall also be forwarded to the TA for review. Once construction bidding has been completed the TA will be forwarded an updated project schedule, cost estimate and contractor

selection. Quarterly, annual, and project final reports shall be provided to KDOW as required by the grant agreement, in which will be provided details on project status and copies of pertinent deliverables.

### **Project Location**

1240 Cross Keys Rd, Lexington, Kentucky 40504  
38°2'26.61° N 84° 33'20.69° W

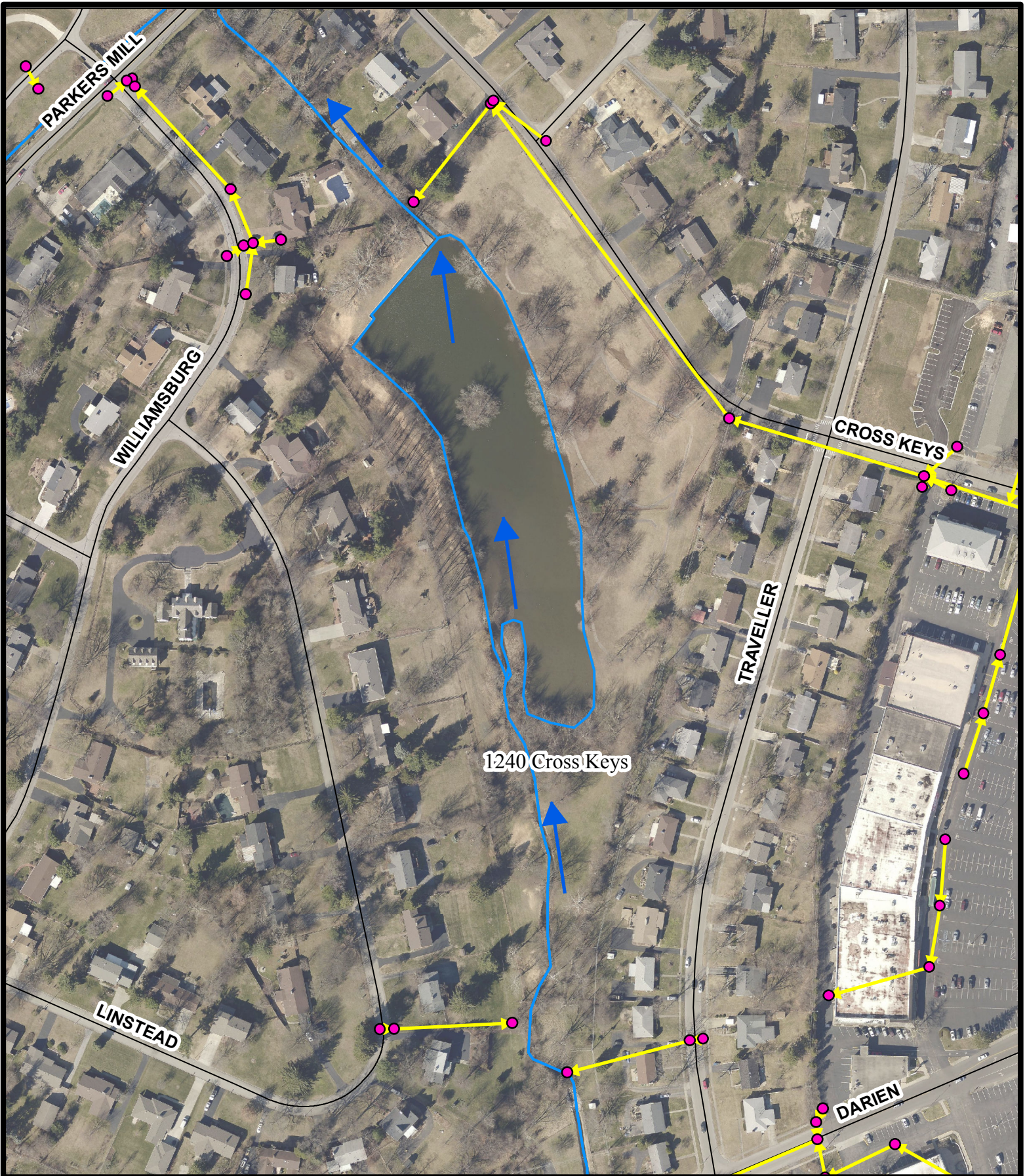
### **References**

KDOW, 2012. *Draft 2012 Integrated Report to Congress on Water Quality in Kentucky (305[b] and 303[d] reports).*





KDOW, 2013. *Final Total Maximum Daily Load for Fecal Coliform and E. coli, 9 Stream Segments and 2 Springs within the South Elkhorn Creek Watershed, Fayette, Franklin, Jessamine, Scott and Woodford Counties, Kentucky.*

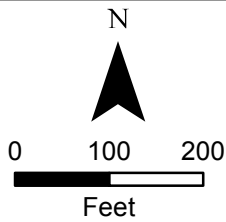
Third Rock Consultants, Lexington-Fayette Urban County Government, Friends of Wolf Run. March 1, 2013. *Wolf Run Watershed Based Plan.*





**Legend**

-  Stormwater Structure
-  Storm Pipe
-  Street
-  Waterway



**Cross Keys Park Pond  
Water Quality Improvement Project**

Lexington-Fayette Urban County Government  
Department of Environmental Protection

October 2, 2014



**BMP Implementation Plan**  
**Wolf Run Watershed Based Plan BMP Implementation:**  
**Picadome Golf Course Sinkhole Retrofit and Stream Restoration Project**  
**Lexington-Fayette Urban County Government (LFUCG)**  
**KDOW Approved Version (September 3, 2014)**

**Project Description**

Vaughn's Branch and Big Elm Tributary of the Wolf Creek Watershed merge within the Picadome Golf Course in Lexington, Kentucky. Both streams are FEMA regulated floodways. The Big Elm Tributary ends at a large sinkhole located on the golf course property, with overflow continuing across the golf course until it enters Vaughn's Branch. Due to the heavy karst influence in this area, these tributaries are dry during "low-flow" conditions. Due to increases in peak flow and duration as well as frequent bridge crossings, the streams are highly eroded and destabilized, experiencing active deposition, scour, and meander development. In addition, a large amount of trash and debris collects at the mouth of the Big Elm Tributary sinkhole. Monitoring data shows that Vaughn's Branch has some of the highest levels in the watershed of non-point source pollutants including phosphorus, nitrogen, pathogens, conductivity, and sediment. Habitat was found to be "poor" due to low velocity-depth regime, channel flow, bank stability and riparian vegetation. LFUCG has completed pebble counts, longitudinal profile and cross-sections of the stream as part of the Wolf Run Watershed Based Plan.

This project site was identified in the Wolf Run Watershed Based Plan dated March 1, 2013 for improvement through implementation of High Priority BMP #113: *Stream Restoration* (Page VI-30) and High Priority BMP #125: *Trash and Debris at Picadome Sinkhole* (Page VI-32). All currently proposed project elements are located on the Picadome Golf Course, located at 469 Parkway Drive and owned and operated by LFUCG.

This project will focus on meeting the following goals: (a) reduce streambank erosion and improving aquatic habitat on the Big Elm Tributary and Vaughn's Branch, (b) perform sinkhole remediation to reduce flooding and surface rill and interrill erosion, and (c) improve water quality by capturing trash and debris, providing for a native riparian buffer zone along more of the stream channel, and providing water quality treatment to enhance pollutant reductions.

**BMP Technologies to be installed**

The below BMP technologies are proposed for this project:

1. **Karst Sinkhole Treatment (NRCS Conservation Practice Standard Code #527):** To include cleaning and establishment of a vegetative buffer around the sinkhole at the end of Big Elm Tributary.
2. **Structure for Water Control (NRCS Conservation Practice Standard Code #587):** To include installation of water quality treatment and gross debris/trash collection systems.

Gross debris/trash collection is proposed at two locations; (a) the mouth of the sinkhole, and (b) where Vaughn's Branch first enters onto LFUCG property. The use of trash racks, nutrient separating baffle boxes, continuous deflection separation units and similar technologies will be evaluated. An evaluation will be performed at the headwaters of Vaughn's Branch to determine if installation of a control structure is warranted on private property upstream of the golf course. This may be pursued if determined to be feasible based upon site conditions and property owner input. Heavy truck access for cleaning and maintenance will be included in the design.

The use of bioswales or elongated constructed wetlands as a form of water control and treatment at the outlet of three storm drain discharges into Vaughn's Branch will also be considered.

3. **Stream Habitat Improvement and Management (NRCS Conservation Practice Standard Code #395):** Utilize natural channel design techniques to improve channel to floodplain connectivity and reduce bank erosion in two locations: (a) the Big Elm Tributary which flows from Mason-Headley Rd to the sinkhole (approximately 400 linear feet), and (b) portions of an approximately 600 linear feet section of Vaughn's Branch with the severest erosion problems.
4. **Shallow Water Development and Management (NRCS Conservation Practice Standard Code #646):** Evaluate the addition of shallow water areas for aquatic and wildlife habitat within the expanded floodplains on Big Elm Tributary and Vaughn's Branch, as well as the storm drain outlet treatment areas.
5. **Riparian Herbaceous Cover (NRCS Conservation Practice Standard Code #390):** Establish native riparian buffers along the Big Elm Tributary and portions of Vaughn's Branch.
6. **Stream Crossing (NRCS Conservation Practice Standard Code #578):** Evaluate the addition of new, and removal of existing, pedestrian/cart bridge crossings across Vaughn's Branch and Big Elm Tributary to minimize stream width contraction and expansion and associated scour and bank erosion.
7. **Educational Signage:** To be installed around the golf course pointing out the improvements and the impacts on water quality and habitat.

Note that due to the fact that this is a sinking stream, use of infiltration BMPs is not desirable and therefore is not proposed for this project. Instead, use of impermeable layers or liners will be considered in select locations to increase potential for surface water availability.

### **BMP Selection Process**

BMPs for this project will be selected to match available technologies with the known problems on the project site related to erosion, trash and debris, and lack of aquatic habitat, as well as the broader water quality impairments of the Wolf Run. BMPs listed above may need to be prioritized for installation during the design phase based upon the benefit derived from each BMP as compared to the cost within the budget constraints.

Wolf Run is listed as partially supporting for warmwater aquatic habitat, and non-supporting for primary and secondary recreational contact (KDOW, 2012). Impairments include Fecal Coliform, Nutrient Eutrophication Biological Indicators, Specific Conductance, and Sedimentation/Siltation. Suspected Sources include Unspecified Urban Stormwater, Urban Runoff/Storm Sewers, Channelization, and Loss of Riparian Habitat. Both the Final South Elkhorn Creek Pathogen TMDL (KDOW, 2013) and draft nutrient TMDL for South Elkhorn Creek encompass this area.

The proposed BMPs listed above are targeted to address these specific sources and impairments. Fecal Coliform is also closely associated with sanitary sewer system deficiencies being addressed by the Consent Decree between the U.S. Environmental Protection Agency, LFUCG, and the Commonwealth of Kentucky.

The project site is currently very open with few trees to be impacted, which will be helpful when extending the stream floodplains and adding water quality treatment features. The project will feature both mechanical and natural BMP types, and will provide for excellent access for the public to learn about water quality BMPs and see them in action within an existing recreational area. Picadome Golf Course services about 25,000 rounds of golf each year, with each being an opportunity for environmental education and outreach.

The proposed BMPs are expected to remain in place for the foreseeable future, with no known major changes expected in the public golf course operations. If there are changes to the site in the future, efforts will be taken to protect the functionality of the BMPs to ensure they continue to serve their purpose as water quality enhancement features.

LFUCG has the means to maintain all installed BMPs. Mechanical water control devices will be cleaned through the use of vacuum trucks operated by LFUCG. Trash and debris accumulated on trash racks or other surface areas will be routinely removed by hand or small equipment. Maintenance of riparian buffers, native plants, wetland areas and stream channel improvements shall include invasive species control, reseeded as necessary for coverage and density, channel erosion repairs as necessary, removal of accumulated silt in water controls, etc.

It is anticipated that permits will be required from federal and state agencies, including but not limited to: KDOW Stream Construction Permit, Kentucky 401 Water Quality Certification, U.S. Corps of Engineers 404 General Permit, and either a FEMA No-Rise certification or Conditional Letter of Map Revision (CLOMR/LOMR). The type of work proposed should not trigger a 404 individual permit threshold based upon the type and length of work. The work should not alter water surface profiles, however, removal or addition of a bridge will likely trigger a Letter of Map Revision from FEMA.

The only easement necessary may be for a water control structure upstream of the golf course on Vaughn's Branch if this location is determined to be viable and cost-effective.

### **BMPs Targeted to Specific Locations**

As stated previously, this project site was identified in the Wolf Run Watershed Based Plan dated March 1, 2013 for improvement through implementation of High Priority BMP #113: *Stream Restoration* (Page VI-30) and High Priority BMP #125: *Trash and Debris at Picadome*

*Sinkhole* (Page VI-32). This initial work established the need for the project at the specific site, but did not go into great detail on BMP selection.

Given that the project is located within an LFUCG owned and operated park, it is a prime location for a large project of this type. The project improvements will serve not only to improve stream health and habitat, but will also approve the aesthetic and operational conditions of the golf course itself. Improvements at this location will also serve to reduce the amount of trash and debris seen in downstream sections of Vaughn's Branch, thus possibly contributing to improvement at the site of Low Priority BMP #127: *Trash and Debris Hope VI Greenway* (Page VI-32).

### **Financial Plan**

The project budget consists of the §319(h) grant funds in the amount of \$300,000 and a grant match fully funded and managed by LFUCG of \$200,000. Through the design phase, cost of the project will be kept under advisement and if necessary bid alternates will be included in the bid documents to allow financial flexibility.

LFUCG has two §319(h) grants running concurrently for BMP Implementation in the Wolf Run Watershed (#C9994861-09 and #C9994861-12), both for \$300,000 with a \$200,000 match. These grants will cover BMP Implementation at two locations, Picadome Golf Course as outlined in this plan, and at Cross Keys Park Pond as outlined in a separate plan under that name. The distribution of funds between these two project sites will not be finalized until preliminary design is completed for both projects and cost estimates allow for a better understanding of how the total \$1,000,000 BMP Implementation budget is best utilized for these two projects. LFUCG will work closely with KDOW to make those determinations

### **Maintenance Agreement**

The Lexington-Fayette Urban County Government (LFUCG) will be responsible for the maintenance of the proposed BMPs. If any BMPs are installed on private property, a Maintenance Agreement with the property owner providing access for LFUCG maintenance shall be obtained.

### **Notification Process to KDOW**

The Kentucky Division of Water's NPS Section Technical Advisor (TA) will be forwarded the selected design, construction documents, cost estimates etc. prior to bidding. Educational materials shall also be forwarded to the TA for review. Once construction bidding has been completed the TA will be forwarded an updated project schedule, cost estimate and contractor selection. Quarterly, annual, and project final reports shall be provided to KDOW as required by the grant agreement, in which will be provided details on project status and copies of pertinent deliverables.

### **Project Location**

469 Parkway Drive, Lexington, Kentucky 40504  
38°2'9.05"N 84°31'33.66"W

## **References**

KDOW, 2012. *Draft 2012 Integrated Report to Congress on Water Quality in Kentucky (305[b] and 303[d] reports).*

KDOW, 2013. *Final Total Maximum Daily Load for Fecal Coliform and E. coli, 9 Stream Segments and 2 Springs within the South Elkhorn Creek Watershed, Fayette, Franklin, Jessamine, Scott and Woodford Counties, Kentucky.*

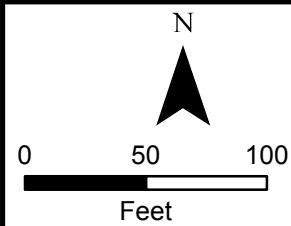
Third Rock Consultants, Lexington-Fayette Urban County Government, Friends of Wolf Run. March 1, 2013. *Wolf Run Watershed Based Plan.*





**Legend**

- Stormwater Structure
- Storm Pipe
- Street
- Waterway

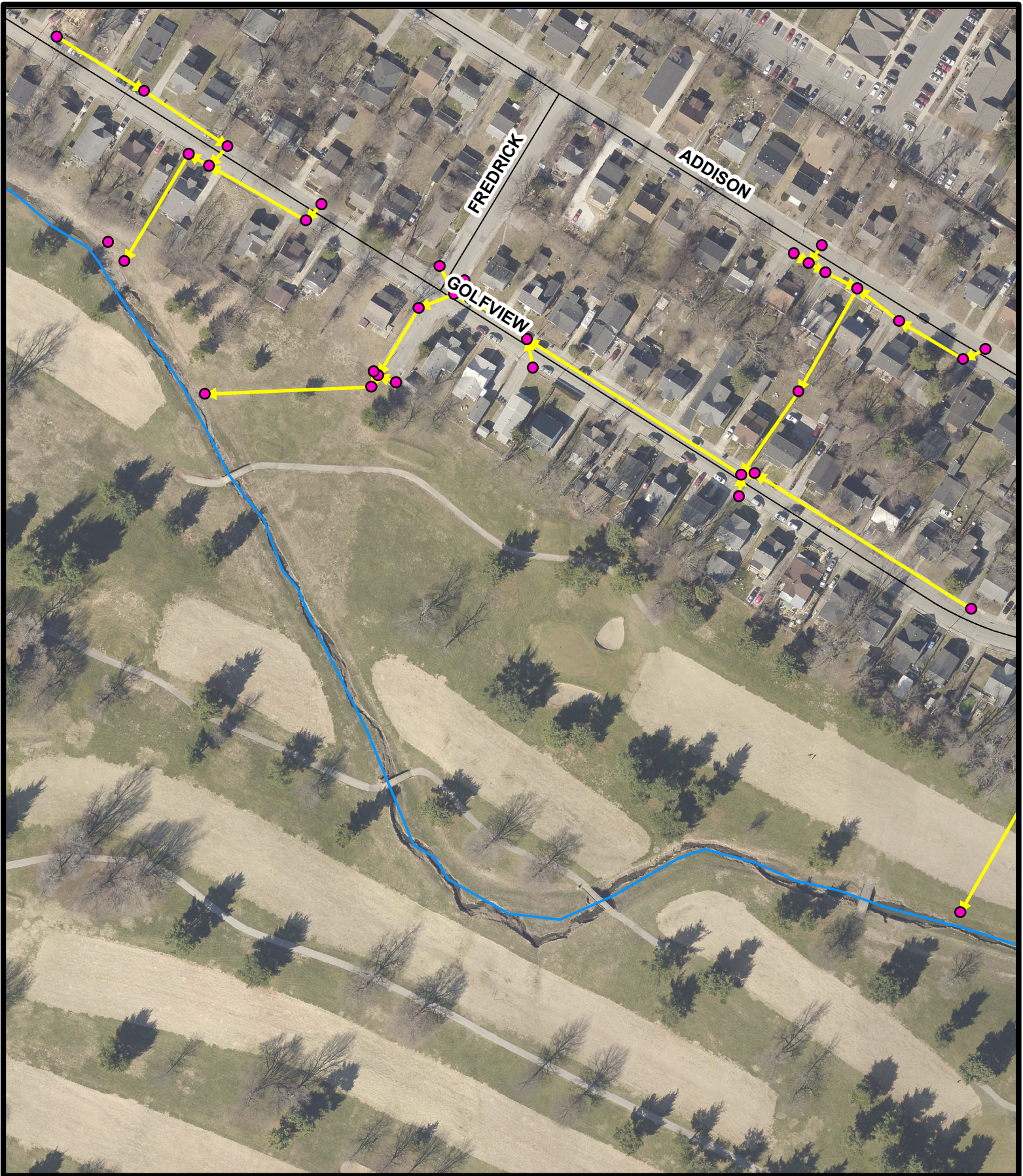


**Picadome Sink Hole  
Water Quality Improvement Project**

Lexington-Fayette Urban County Government  
Department of Environmental Protection

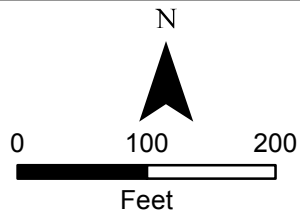
October 2, 2014





**Legend**

- Stormwater Structure
- Storm Pipe
- Street
- Waterway



**Picadome Golf Course Stream  
Water Quality Improvement Project**

Lexington-Fayette Urban County Government  
Department of Environmental Protection

October 2, 2014