

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 9, 2019, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and PALMER ENGINEERING COMPANY, P.O. BOX 747, WINCHESTER, KY 40392 (**CONSULTANT**). **OWNER** intends to proceed with the West Hickman Watershed Management Plan project as described in the attached Exhibit A, "**RFP #20-2019 WEST HICKMAN WATERSHED MANAGEMENT PLAN**". The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT**. The services are to include customary master planning, civil, sanitary, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #20-2019 WEST HICKMAN

WATERSHED MANAGEMENT PLAN (including all Appendices and Addendums), and attached Exhibit C the "Response to Request for Proposals" (the CONSULTANT's response to RFP #20-2019).

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post, via email, all initial draft work products to the designated **OWNER's** agent (Paragraph 8.1.1 of this Agreement).
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft work products for this **PROJECT**, and the **CONSULTANT** shall post, via email to the designated **OWNER's** agent, all revised or unrevised work products compiled into a single document clearly identified as the final draft work products. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of five (five) final copies (hardcover) are required in addition to an electronic copy suitable for posting on the **OWNER's** webpage.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a executed change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. No "Extra Work" shall be performed without written authorization from the **OWNER**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within ninety (90) days of the time specified therein, **OWNER** shall have the option

of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall pay **CONSULTANT** a lump sum amount not to exceed \$134,580.00.

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.

- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned George S. Milligan, P.E., (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to

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

- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PALMER ENGINEERING COMPANY

BY: Linda Gorton
LINDA GORTON, MAYOR

BY: Brian Ward
TITLE: Vice President

ATTEST:
[Signature] Deputy
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Brian Ward, as the duly authorized representative for and on behalf of Palmer Engineering on this the 25 day of June, 2019.

My commission expires: May 5, 2023.

Jacqueline C Jones
NOTARY PUBLIC ID # 621621

EXHIBIT A

REQUEST FOR PROPOSALS

RFP #20-2019

EXHIBIT B



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #20-2019 West Hickman Watershed Management Plan** 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 **May 17, 2019**.

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 #20-2019 West Hickman Watershed Management Plan

If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this 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. Specialized experience and technical competence of the person or firm with the type of service required. 30pts
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 pts
3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules. 20 pts
4. Familiarity with the details of the project. 20 pts
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 pts
6. Estimated Cost of Services. 10 pts

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 IonWave at: <https://lexingtonky.ionwave.net>

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 _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/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 and/or veteran 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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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REQUEST FOR PROPOSAL WEST HICKMAN WATERSHED MANAGEMENT PLAN

SUMMARY

The West Hickman Watershed, Hydrologic Unit Code (HUC) number 05100205-120-060, is an approximately 22 square mile watershed located within Fayette (18 square miles) and Jessamine (4 square miles) Counties, Kentucky. In response to citizen interests about the watershed and the creek's water quality, Lexington-Fayette Urban County Government (LFUCG) Division of Environmental Services (DES) is requesting proposals to complete a comprehensive watershed management plan (WMP) for approval by the Kentucky Division of Water (KDOW) and EPA, that will make the West Hickman Watershed eligible for §319(h) grant funding. Refer to Watershed Planning Guidebook for Kentucky Communities, Kentucky Waterways Alliance, Kentucky Division of Water and nine-key elements.

By utilizing the existing data available for this watershed and data being collected through the LFUCG Division of Water Quality's Watershed-Focused Monitoring Program and Kentucky Division of Water, Watershed Management Branch, the contractor will work with stakeholders to create a realistic plan that will successfully guide implementation throughout the watershed.

The contractor shall schedule meetings, events, etc. within Fayette County. However, the entire watershed shall be included in this process. No additional on-the-ground information shall be gathered in Jessamine County but any information available through known sources and KDOW for Jessamine County shall also be included in the plan. No additional water quality sampling collection shall be completed by the contractor to support development of the WMP.

SCOPE OF WORK

Complete a KDOW and EPA §319 approved WMP for West Hickman Watershed.

- **Task 1: Development of a Stakeholder Process**
 - Identify key stakeholders (residential, major land owners, businesses, schools, utilities, etc.) in the watershed.
 - Work with DES to invite stakeholders, through mailings, social media, and personal connections, to become involved with this planning process.
 - A West Hickman Watershed Council has already been established through DES and bi-monthly meetings shall be held for the duration of the project (include in timeline). DES will assist in email and social media notices. The contractor shall be responsible for additional administrative tasks, including but not limited to, agenda creation, meeting summaries, follow-up items, and refreshments when needed.
 - Work with the Watershed Council to develop a public outreach and education strategy for the watershed.
 - Assume twelve (12) targeted public neighborhood meetings to present water quality results per area and brainstorm best management practices to be implemented (under Task 4).

- **Task 2: Characterize Watershed** - Compile and evaluate all available existing data for the watershed, collect additional data (this does not include water quality sampling) as required to allow cause and source identification and load calculations.
 - Gather existing data
 - Create a watershed inventory
 - Identify data gaps
 - Analyze data
 - Identify causes and sources of impairments
 - Estimate pollutant loads

There are several existing documents and efforts that characterize the watershed. These include, but are not limited to, West Hickman Watershed Assessment (9/2012), West Hickman Microbial Source Tracking (4/2012), West Hickman Watershed-Focused Monitoring Program water quality monitoring efforts and stream assessments (2018-2019).

- **Task 3: Set Goals & Identify Solutions**
 - Set overall goals and management objectives
 - Develop indicators/targets
 - Determine load reductions needed
 - Identify critical areas
 - Develop short and long term management measures to achieve goals

Utilize completed assessment to suggest goals/objectives to the stakeholders; develop indicators/targets of these goals/objectives; identify load reductions required to meet water quality standards and goals/objectives and develop best management practices to achieve load reductions required for Task 4.

- **Task 4: Design Implementation Program**
 - Develop an implementation schedule
 - Develop interim milestones to track implementation of management measures
 - Develop criteria to measure progress toward meeting watershed goals
 - Develop monitoring component
 - Develop information/education component
 - Develop evaluation process
 - Identify technical and financial assistance needed to implement plan
 - Assign responsibility for reviewing and revising the plan

- **Task 5: Final Approved Plan** – Prepare a document that is approved by Kentucky Division of Water and EPA and that will be §319(h) funding eligible. Respond to comments by KDOW and EPA as required (assume 6 months of review/question and response with agencies)

EPA Nine-Key Elements of a Watershed Management Plan

1. Identify causes and source of pollution
2. Estimate load reductions expected
3. Describe management measures and targeted critical areas
4. Estimate technical and financial assistance needed
5. Develop an information and education component
6. Develop a project schedule
7. Describe interim, measureable milestones
8. Identify indicators to measure progress
9. Develop a monitoring component

Known Available Documents

- West Hickman Watershed Assessment (9/2012) (Available on Lexingtonky.gov)
- West Hickman Microbial Source Tracking (4/2012) (Available on Lexingtonky.gov)
- LFUCG West Hickman Watershed-Focused Monitoring Program water quality monitoring efforts and stream assessments (2018-2019) (May 2019-September 2019) – to be developed by April 2020
- KDOW West Hickman Watershed-Focused Monitoring (October 2019 – April 2020)
- LFUCG Greenway Master Plan (2002) (Available on Lexingtonky.gov)
- LFUCG Parks Master Plan (Available on Lexingtonky.gov)
- LFUCG Sanitary Sewer Remedial Measures Plan (Available on Lexingtonky.gov)

SUBMITTAL REQUIREMENTS

Contractor are required to have experience developing a WMP that has been approved by KDOW and EPA.

Project Team Outline: Provide complete information that explains the relationship between team members and their respective roles in contributions to this project. The project team includes the lead plus any key members such as environmental experts, engineers, sub-consultants, etc. who are critical for the consideration by the evaluation team.

Statement of Qualifications: Describe the project team's experience, within the past 8 years, related to watershed and regional scale planning, stormwater management planning, environmental restoration, and projects working with a broad range of stakeholders. Submit a summary page on previous approved plans and a website link.

Approach and Methodology: The respondent shall create and submit a timeline for this process (no longer than 24 months). Review and include/remove any tasks that they believe will improve the project, may reduce costs and time and value added options.

Proposed Cost for Services: Fill in the below table for cost per task and include any notes or additional tasks with associated cost.

Task	Proposed Cost	Team Member Responsible	Notes
Task 1: Development of a Stakeholder Process			
Task 2: Characterize Watershed			
Task 3: Set Goals & Identify Solutions			
Task 4: Design Implementation Program			
Task 5: Final Approved Plan			
Additional Task or Task Reduction			

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2019

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No., Ext): 502-244-1343 FAX (A/C No.): 502-244-1411 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Continental Insurance Company	35289	INSURER C: Transportation Insurance Company	20494	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Palmer Engineering Company P. O. Box 747 Winchester, KY 40392															


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6012733050	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6012733078	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	6076330411	05/01/2019	05/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC612733047	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9935335	12/05/2018	05/01/2020	Per Claim 4,000,000 Aggregate 4,000,000

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

Lexington-Fayette Urban County Government is included as Additional Insured with respect to General Liability and Automobile Liability for the referenced project. Coverage is primary. Note: Requirements for Environmental Liability and Pollution Liability: Environmental Liability is basically a contractor designed coverage, rather than for consulting architects and engineers. The professional liability policy does not exclude pollution incidents that arise out of the scope of professional services. (Per Mr. Tom Sweeney, Claims Manager, Dept of Law, LFUCG, this is acceptable.) Project: UK Trunk Sewer C & D

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT C

RESPONSE TO REQUEST FOR PROPOSALS

Response to Request for Proposals

West Hickman Watershed Management Plan RFP #20-2019

for the
Lexington-Fayette Urban County Government

May 17, 2019



LEXINGTON



element design

JACKSON
GROUP



May 17, 2019

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

RE: RFP #20-2019 West Hickman Watershed Management Plan

Dear Mr. Slatin,

In response to the West Hickman Watershed Plan Request for Proposals, Palmer Engineering and its design team wishes to express interest in providing engineering and environmental services to LFUCG for the above mentioned project. We have an experienced team ready to utilize the previously collected data and work with project stakeholders to create a realistic plan leading to successful implementation and water quality improvements throughout the watershed.

Established in 1969, Palmer Engineering has significant experience providing engineering and environmental services throughout Central Kentucky, including development of a previous watershed management plan. Headquartered in Winchester, Kentucky, Palmer Engineering has 10 offices in five states with approximately 100 employees. The work for this project will be based out of our Lexington, Kentucky office with some supportive staff in the Winchester, Kentucky office. Our record of performance on previous successful projects with LFUCG, as well as other local and state agencies such as Winchester Municipal Utilities, Louisville MSD, Kentucky Transportation Cabinet, and Kentucky Finance Cabinet, demonstrate our experience with engaging project stakeholders and providing water quality improvements.

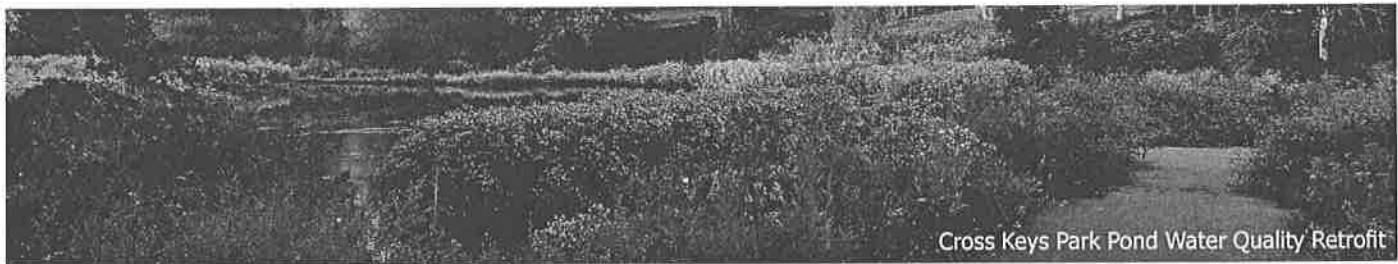
The Palmer Engineering project team is comprised of experienced engineers, biologists, environmental scientists, and GIS specialists. Palmer Engineering offers a diverse team with significant applicable experience. I will be the Principal-in-Charge and Stephanie Blain, PE, LEED AP, will be the Project Manager. Mrs. Blain has significant experience working on projects for LFUCG and was the primary author of our previous watershed management plan.

Thank you for the opportunity to present our professional qualifications. Our team's commitment to quality, exemplary service, familiarity with the project requirements, readily available personnel, expertise, and performance on past and current projects culminate into the logical team for this project. Selection of the Palmer Engineering will result in development of a meaningful and usable watershed planning document that can be used by the community for many years to come. If you have any questions, please call me at 859-389-9293.

Sincerely,

A handwritten signature in cursive script that reads 'Brian Ward'.

Brian Ward, PE, PLS
Principal-in-Charge



Cross Keys Park Pond Water Quality Retrofit



Palmer Engineering Company Profile RFP #20-2019

Palmer Engineering Company (Palmer), incorporated on February 25, 1969, is a civil/structural engineering, environmental, and surveying consulting firm. Over the past 50 years, Palmer's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially-accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation, Local Public Agencies, and Municipalities constitute Palmer's largest business sectors. With headquarters in Winchester, Kentucky, and nine other offices in Cincinnati and Akron, Ohio; Louisville, Crescent Spring, and Lexington, Kentucky; Nashville, Tennessee; Teays Valley, West Virginia; and Orlando and Tallahassee, Florida, the firm has 94 employees, including 41 registered professional engineers, 2 registered structural engineers, 10 registered land surveyors, and 7 engineers-in-training available to provide the highest quality engineering and environmental services.

Company Services

- Watershed management planning
- Public involvement
- Stakeholder engagement and coordination
- Environmental services--including EIS writing and coordination, USACE/KDOW Permitting, Phase I site assessments, aquatic ecosystems (wetlands, fisheries), highway noise, air quality analysis, socio-economic analysis; and cultural analysis
- Feasibility and comprehensive studies
- Water supply and distribution systems
- Water storage tanks
- Water supply/treatment systems and pumping stations
- Sanitary sewer collection systems
- Sanitary sewer treatment systems and pumping stations
- Sanitary sewer facilities planning
- Storm water management with hydrologic and hydraulic analysis
- Structural inspection and rehabilitation, including fracture critical members of long-span bridges and pier stability/scour analysis
- Surveying services (land and cadastral surveys, horizontal and vertical control for photo-grammetry, GIS, GPS)
- Construction layout, management, and inspection
- Corridor studies for other utility systems
- Highway design of streets, arterials, bridges, and culverts
- Site development for building construction
- Instrumentation and settlement analysis
- Pavement design, analysis, and repair/rehabilitation strategies
- Planning reports and capacity analysis of highways and intersections
- Residential and commercial development
- Resident project representation
- Structural design of bridges, piers, and culverts
- Traffic engineering and transportation services--including urban transportation planning and travel demand forecasting, traffic impact analysis, traffic simulations, interchange justification studies, corridor access management, context-sensitive solutions, highway capacity analysis, feasibility studies, advanced planning reports, traffic counting services, and bicycle planning services

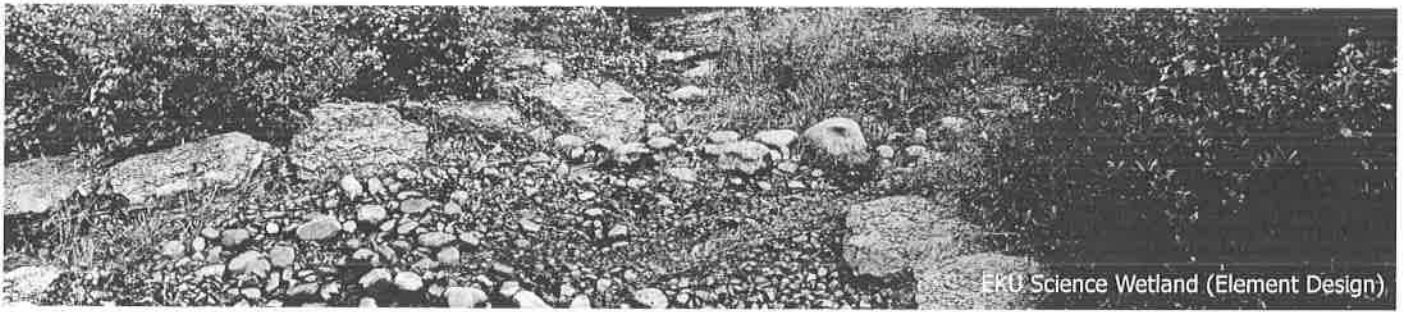


Company Commitment

Palmer is a multi-discipline engineering firm that offers a variety of personnel to meet the project needs. Palmer's staff includes civil engineers specializing in environmental, water, wastewater, hydraulics, storm water, structural design, erosion control, highway design, and site development. Additionally, Palmer's employees include surveyors, right-of-way acquisition agents, a GIS specialist, biologist, environmental scientist, construction inspectors, and a historic preservation specialist. The team for this project includes sub-consultants that will bring further expertise to the project team.

A proven track record, experience, and ample staff availability make Palmer Engineering the ideal candidate for this project and future work for LFUCG. Palmer's track record of repeat work from LFUCG and similar municipalities is evidence of our commitment to clients' needs. Palmer has a dedicated staff ready to start working for LFUCG immediately.





Project Team RFP #20-2019

The Palmer Team

Palmer Engineering has selected two subconsultants to assist with the completion of the West Hickman Watershed Management Plan, to extend the provided services, and to meet the LFUCG established participation goals for Disadvantaged Business Enterprises and Veteran-Owned Small Businesses. These team members allow for the project to be completed with one point of contact--Project Manager, Stephanie Blain. Palmer Engineering has a working history with each subconsultant. General information for each subconsultant is provided below. The Palmer Team Organizational Chart and individual resumes for key team members are presented on following that pages.

Element Design

Element Design (Element) was originally formed in 1995 as The Landplan Group, LLC. The firm has since worked on well over 100 LFUCG projects that range from parks, trails, water parks, playgrounds, pools, sewer inspections, ADA compliance, and a multitude of school and public facility site projects. Element has worked with many public agencies where planning and integrated design charrettes have been an integral part of the design process.

Element, based in Lexington, Kentucky, is a Women's Business Enterprise certified through WBENC and the Kentucky Transportation Cabinet. The firm currently has seven employees, including three landscape architects and one professional engineer; several of the employees live within the West Hickman watershed. With a strong history and commitment to working in the public sector, the employees understand the challenges and requirements of working with local communities and the various agencies involved. Element professionals believe that their work should be responsible to the client, environment, and community. They utilize research, creativity, and technical expertise to approach all projects with a comprehensive look at how successful systems function and change over time, and how their design meets the needs and vision of clients and communities.



Jackson Group

In 2006, after serving in the 82nd Airborne, obtaining a Master of Science Degree in Biology at Arkansas State University, and years of professional environmental consulting experience, Jeremy Jackson decided to open the Jackson Group (previously Jackson Environmental Consulting Services, LLC). Jackson Group is a service-disabled veteran-owned small business, offering value based, professional environmental consulting services based in Richmond, Kentucky. Jackson Group prides itself on problem solving and offers a variety of services including environmental permitting; ecological surveys and assessments; compensatory mitigation plans; stream restoration design and construction administration; and geographic information system modeling.

Degree of Local Employment

Palmer Engineering, Element Design, and Jackson Group are all headquartered in central Kentucky. The Palmer Engineering office in Lexington will perform the majority of the work on this project with support from the Winchester office, Element Design in Lexington, and Jackson Group in Richmond.

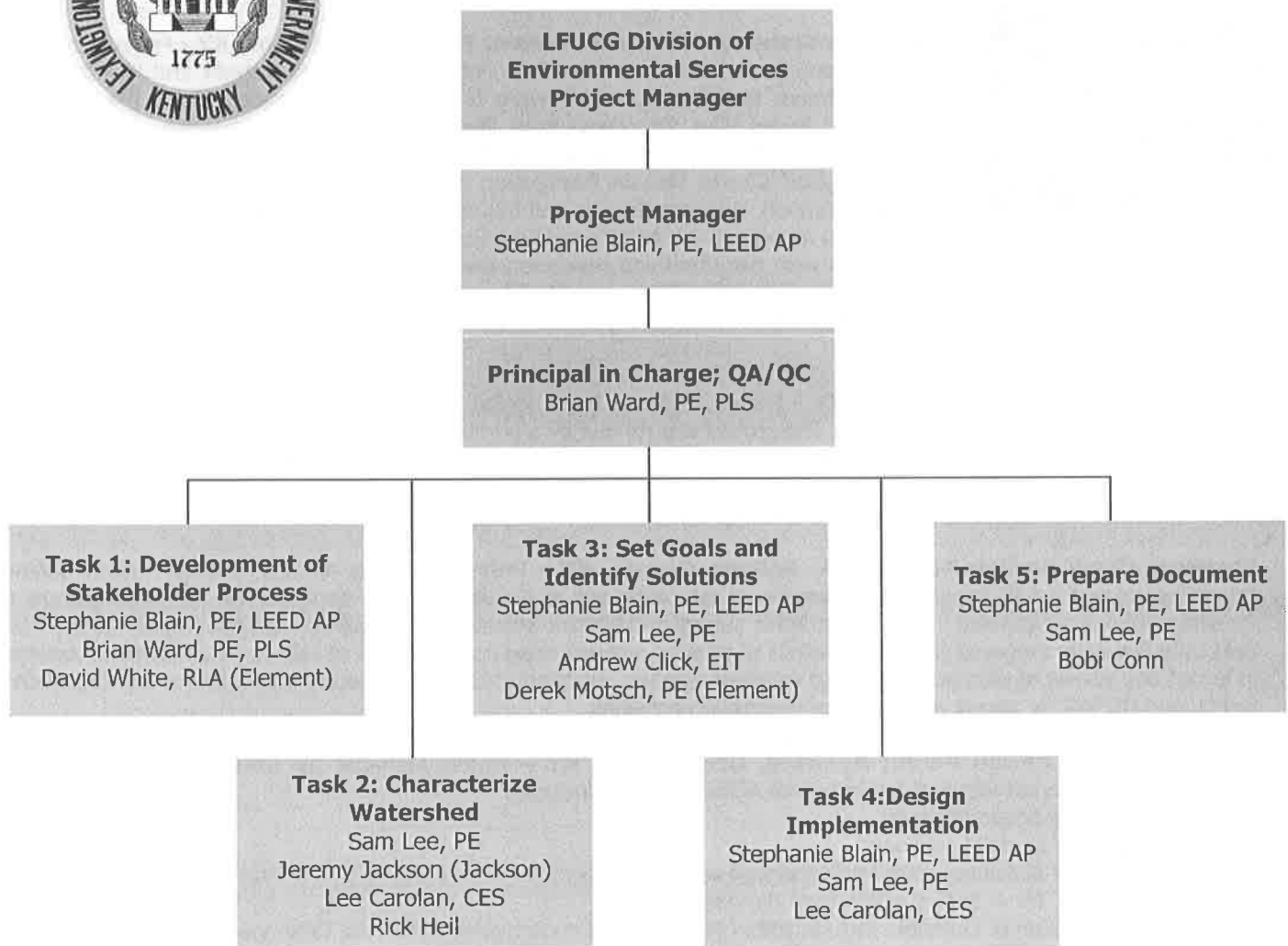




Picadome Golf Course Stream Restoration



Project Team Organizational Chart RFP #20-2019





Stephanie Blain, PE, LEED AP Project Manager



Stephanie joined **Palmer Engineering** in May 2006; project experience includes:

Experience

13 years

Education

University of Kentucky
BS, Civil Engineering, 2007

Registrations

PE--KY-28304-2011
LEED AP--2009
KEPSC--KY-071000148-2007

Lower Howards Creek Watershed Management Plan, Winchester, KY - Project Engineer for the development of the Lower Howards Creek Watershed Management completed as the Supplemental Environmental Project for WMU's consent decree with the EPA; developed stakeholder plan and initiated contact and meetings; prepared Quality Assurance Project Plan; assisted in monthly water quality sampling; aided in stream habitat assessments; analyzed water quality sampling results; performed pollutant load calculations; proposed best management practices to improve stream habitat and reduce pollutant loads; conducted a series of public meetings; coordinated with local, state, and federal agencies; assisted in writing and preparation of the written watershed management plan.

Wolf Run Water Quality Improvement Projects, Lexington, KY - Project Engineer/Project Manager for the Cross Keys Park Pond Water Quality Retrofit and Picadome Golf Course Stream Restoration, which were both prioritized project within the Wolf Run Watershed Based Plan. The Cross Keys Park Pond Retrofit incorporates several project elements to transform the degraded surface water into a water quality feature. The Picadome Golf Course Stream Restoration includes stream restoration on Big Elm and Vaughn's Branch, sinkhole retrofit, and the creation of two wetlands/water quality basins. Involved in all aspects of the project. Responsibilities included providing multiple concepts

for client consideration; public meetings with neighborhood residents; providing quality assurance and quality control reviews of stream restoration plans; design plan preparation; coordination with state, federal and local agencies on permit approvals and extensions; and construction administration. A portion of this project was funded through a Federal 319(h) grant awarded to LFUCG by KDOW.

Hiltonia Rain Gardens, Lexington, KY - Project Engineer for a design project to add rain garden along an old city street with no storm water infrastructure. The project was funded by a grant through the LFUCG Division of Water Quality. Objectives were to provide BMPs capable of reducing runoff and removing pollutants while assisting in traffic calming through reduced lane width on a residential street. Responsible for meeting with the neighborhood association to discuss implementation and expectations, preparation of design plans and assisting with construction coordination.

Stephens Creek Stream Restoration, Gallatin County, KY - Project Engineer for 2,090 linear feet of stream rehabilitation and 1,635 linear feet of stream re-establishment in Gallatin County, Kentucky as a subconsultant to Redwing Ecological; Assisted in site topographic survey and stream assessment; Prepared site topographic survey from field collected data; Prepared HEC-RAS analysis of existing and proposed conditions for stream re-establishment; Assisted in layout and review of plan and profile for restored reaches; Assisted NKU with necessary submittals to USACE, KDOW, SHPO, and USFWS for permit approvals for restoration activities.

Toyota (TMMK), KPDES Permit Renewal, Georgetown, KY - Project Manager for assisting TMMK with their Individual KPDES Permit Renewal for Industrial Activity. Project included:

1. Preparation of Scope of Work;
2. Verification of Outfall Locations;
3. Verification of Activities within each drainage area;
4. Review of SIC for Activities within each drainage area;
5. Recommendation of Outfall to include within Permit based on Activities within the Drainage Area;
6. Organization and review of sampling data;
7. Preparation of forms and maps for submittal;
8. Correspondence with KDOW on permit approval process; and
9. Revisions of submitted information based on KDOW comments.

Contractor Stormwater Training, Winchester, KY - Conducted a training sessions for contractors on stormwater requirements in the City of Winchester; responsible for course preparation and presentation; course included erosion control measure selection and installation, erosion control measure inspections during construction, Stormwater Pollution Prevention Plan preparation and implementation, Stormwater Quality Management Plan preparation, post construction inspection procedures, and KPDES Stormwater General Construction Permit requirements and submittals.





Sam Lee, PE Project Engineer



Sam joined **Palmer Engineering** in October 2017; project experience with Palmer and previous employers include:

Experience 7 Years

Education
University of Kentucky
MS, Civil Engineering, 2012
BS, Civil Engineering, 2010

Registrations
PE--KY-30924-2015

Idle Hour Park Feasibility Study, Lexington, KY for LFUCG - Project Engineer; Completed a feasibility study for the Idle Hour Park in Lexington Kentucky. An existing stream in the West Hickman Creek Watershed, the Idle Hour Tributary, collects stormwater runoff from an approximately 730-acre drainage area and discharges downstream to the Lexington Drinking Water Reservoirs. The Idle Hour Tributary is impacted by the urban runoff with highly eroded/undercut vertical banks, poor water quality and stream habitat due to eroded materials, and undesirable stream aesthetics due to invasive vegetation growing on the stream banks. A feasibility study was completed to categorize these impacts and develop a mitigation plan to reduce the impact of stormwater erosion. Sam completed multiple tasks including site reconnaissance and survey, development of a hydrologic and hydraulic model with the PCSWMM design software, and selection and preliminary design of mitigation Best Management Practices (BMPs). This feasibility study was delivered in a analysis memorandum including planning-level cost estimation for the selected BMPs.

Identifying Hot-Spots of Fecal Contamination in the Royal Springs Karstshed, Lexington, KY for Master's Thesis - Sam's graduate thesis included analyzing fecal contamination indicators in the Royal Spring Karstshed. The City of Georgetown utilizes the historic Royal Spring as a drinking water source which receives groundwater from sinkholes and streams in the Cane Run Watershed: a watershed including urban, suburban,

agricultural, and industrial usage in north Lexington and Georgetown. Water quality impairments have been documented in the Royal Spring, including fecal contamination from various sources. Sam's research sought to identify these sources of fecal contamination by quantifying a number of microbial indicators adapted from surface water application: fecal load (E. coli), fecal source (two human-host specific Bacteroides DNA markers), and fecal age (the Anaerobic Coliform/Total Coliform ratio). Sampling data and analysis concluded that a human fecal source was entering the groundwater conduit and impacting the Royal Spring drinking water source independent from other upstream fecal sources (such as stormwater runoff from agricultural activities). Sam completed water quality sampling, laboratory analysis, stream flow measurement, pollutant load calculations, and detailed data analyses to publish the thesis in a peer-reviewed academic journal.

Kentucky Horse Park (KHP) Water Quality 319 Grant Project, Lexington, KY - Project Engineer for a design/build team for design of several green stormwater infrastructure best management practices (BMPs) throughout the KHP campus. Assisted with planning, design, and construction of BMP projects, including 1,100 linear-feet of stream restoration, dry lot and alleyway construction to mitigate surface erosion, muck collection design, curbing, bioswales, pond dredging, and a 20,000 cubic-foot bioretention basin. The bio-retention basin was designed to remove fecal bacteria through both anaerobic and aerobic treatment layers constructed to filter runoff from the KHP horse barn areas.

Link-Belt Stormwater Feasibility Study, Lexington, KY - Project Engineer with a design-build project team to design BMPs at Link-Belt's headquarters. The project was funded by a grant through the LFUCG Division of Water Quality. Objectives were to design BMPs capable of reducing runoff to the South Elkhorn Creek watershed, providing public education, and replacing impervious surfaces. Completed a feasibility study evaluating the potential for stormwater improvement projects to reduce the quantity of stormwater runoff and improve the quality of stormwater discharging through KPDES permitted pathways.

Kentucky Thoroughbred Center Stormwater Quality Project, Lexington, KY - Project Engineer with a design-build project team to design a stormwater bio-retention basin. The project was funded by a Water Quality Incentive Grant through the LFUCG Division of Water Quality. The project objectives were to design and build BMPs capable of reducing fecal pollutants present in stormwater runoff discharging to the South Elkhorn Creek watershed, provide public education, and replacing impervious surfaces. Design Engineer for a 1-acre bioretention basin, 15,000 square feet of porous asphalt retrofit, and construction management of these projects.

Lexmark Rainwater Harvesting System, Lexington, KY - Project Engineer with a design-build project team to design BMPs at Lexmark's headquarters. The project was funded by a grant through the LFUCG Division of Water Quality. Objectives were to design BMPs capable of reducing runoff to the IBM Tributary and Cane Run, provide public education, and replacing impervious surfaces. Design of a bioretention basin and rainwater harvesting system provided elimination of 15 million gallons of runoff reduction and significant savings for Lexmark by reducing water purchased from the municipal water supply.

Green Acres Water Quality 319 Grant Project, Lexington, KY - Project Engineer for a design/build team to design 1,000 linear feet of stream restoration in the Green Acres Neighborhood. Assisted with planning, design, and construction of the stream restoration project.





Brian Ward, PE, PLS

Principal-in-Charge and QA/QC



Brian joined **Palmer Engineering** in 1998 and was named a principal and vice president in 2016; He serves as Palmer's General Civil Manager; project experience includes:

Lower Howards Creek Watershed Management Plan, Winchester, KY - Project Manager for the Winchester Municipal Utilities Supplement Environmental Project required by the EPA due to a Federal Consent Decree. The project included the project selection and approval process through the EPA. The approved project was the Lower Howards Creek Watershed Management Plan (LHCWMP). The LHCWMP included watershed research identifying all information to date, stream monitoring, data analysis, prioritization, BMP selection and feasibility, action items and plan implementation. The plan was prepared in accordance with 319(h) requirements for future funding eligibility. MST-DNA source tracking was also incorporated into the project to differentiate between human and animal waste in the streams at select sites.

Kentucky Watershed Leadership Academy Program Development Committee - Participated in the development of the Kentucky Watershed Leadership Academy curriculum as part of the Program Development Committee. As part of the development committee, committee meetings were participated in via conference calling to discuss the development of courses to teach the creation, funding, management of Watershed Management Plans, Storm Water Management, and similar projects. The courses are created to train and certify individuals to create and/or manage a Watershed Management Plan.

City of Winchester (KY), Storm Water Pollution Prevention Plan and Storm Water Management Plan Reviewer - Project Manager / Reviewer of storm water pollution prevention plans and storm water management plans for the City of Winchester prior to grading permit approval.

City of Winchester (KY), Storm Water Committee Member - Team member associated with establishing local storm water ordinances and guidelines within the City of Winchester.

Experience
22 years

Education
University of Kentucky
BS, Civil Engineering, 1997

Registrations
PE--KY-22627-2002,
TN-110221-2005
PLS--KY-3899-2009



Jeremy Jackson

Biologist



Mr. Jackson is the President/Ecologist of **Jackson Group**. He has more than 15 years of project management experience in ecological and environmental services. Project Experience includes:

Morehead State University, Stream Restoration Triplett Creek Reaches 1, 2, and 3 - Stream Restoration Designer for the planning and design of stream mitigation and restoration features along approximately 5,000 LF of Triplett Creek in Morehead, KY. Services include watershed assessment, natural stream design features, habitat Improvement, coordination & permitting with KY Fish & Wildlife, KY State Floodplain and US Army COE regulators, and property owner/public participation and construction oversight.

Middle Fork Development Corporation - Project Manager responsible for preparing a Compensatory Mitigation Plan to offset approximately 6,500 linear feet of stream impacts in Magoffin County, KY. Services include watershed assessment, natural stream design features, habitat Improvement, coordination & permitting with KY Fish & Wildlife, KY State Floodplain and US Army COE regulators, and property owner/public participation and construction oversight.

Kinder Morgan Wetland Mitigation - Project Manager designing, constructing, and monitoring a 5 acre bottomland hardwood and freshwater emergent wetland, and 1000 linear feet of stream channel in response to the construction of a gas pipeline in Trenton, Ohio. Services include watershed assessment, natural stream design features, habitat Improvement, coordination & permitting with KY Fish & Wildlife, State Floodplain and US

Army COE regulators, and property owner/public participation and construction oversight.

Berea Utilities, Walnut Meadow Branch Stream Bank Restoration - Project Manager designing a stream restoration project restoring a stream channel that was impacted by a main sewage line in Berea, KY. Services include natural watershed assessment, stream design features, habitat Improvement, coordination & permitting with, KY State Floodplain and US Army COE regulators, and construction oversight.

Experience
15 years

Education
Arkansas State University
MS, Biology, 2004
BS, Wildlife Ecology &
Management, 2000

Registrations
None





Lee Carolan

Senior Environmental Biologist



Lee joined **Palmer Engineering** in 2006. Project experience includes:

Lower Howards Creek Watershed Management Plan, Winchester, KY - Senior Environmental Biologist. Performed water quality testing of Lower Howard's Creek for the Supplemental Environmental Plan. Performed QA/QC review of the plan for Clark County, KY. Provided environmental documentation for the plan.

Wolf Run Water Quality Improvement Project, Lexington, KY - Senior Environmental Biologist. This project included permitting for three separate sections within the Wolf Run Watershed--Cross Keys Pond, Big Elm Tributary, and Vaughn's Branch. Permit applications for USACE Section 404 NWP 27 and Water Quality Floodplain Construction were submitted so that habitat improvements could alleviate the degradation that was occurring to the streams due to storm water incidents.

Louisville Loop (Pond Creek, Medora, and Dodge Gap Sections), Jefferson County, KY - Project Manager for Categorical Exclusion Level II for the 2.7-mile section that included all base studies and permitting activities. Responsibilities included coordination with local agencies, District 5, KYTC, and the USACE. Studies were conducted in the areas of cultural resources, ecology, hazmat, and socioeconomic.

Experience
30 years

Education
Arkansas Tech University
BS, Biological Sciences, 1985

Registrations:
CES--#11.5901

J K Smith Power Plant, Clark County, KY - Senior Environmental Biologist. Project Team Leader overseeing 3200-acre stream and wetland mitigation, and benthic and fish surveys on approximately 81,460 linear feet of stream. Program Manager--provided oversight on stream and wetland assessments. Managed benthic surveys and sampling, meetings with EKPC and USACE. Construction Management oversight when construction occurs.



Rick Heil

Civil/Environmental Technician



Rick joined **Palmer Engineering** in 2019. Project experience with previous employers includes:

Vigo Coal Company, Boone County, IN - Biological Technician assisting with the fieldwork and design required for the preparation of a Stream Habitat Assessment and Wetland Delineation Report for this 3500 acre surface mining project. Responsible for the assessment of over 100 perennial, intermittent and ephemeral streams; assisted with the collection of geomorphic data for stream mitigation design, including pebble counts, bar samples, and bankfull indicators; assisted with macroinvertebrate and fish surveys, which included electrofishing and seining, wetland delineations, and Indiana bat winter habitat surveys; assisted with design of wetland mitigation sites; assisted with the preparation of the baseline report and the pre-construction notification.

Breaks Interstate Park, Elkorn City, Pike County, KY - Biological Technician for a proposed 120 acre addition to the Breaks Interstate Park. KYTC and Breaks Interstate Park are working together with this site to create a preservation area. Assisted with the fieldwork required for this site and responsible for all stream assessments (perennial, intermittent, and ephemeral streams) and all wetland delineations. Created exhibits of streams and wetlands for the permit application as well as creating plats for property acquisition.

Experience
19 years

Education
Eastern Kentucky University
AS, Wood Technology, 1985

Registrations:
None

US 641, Lyon/Caldwell County, KY - Biological Technician for the environmental work required for the relocation of a 9 mile corridor of US 642 in Lyon and Caldwell Counties. Performed stream assessment and assisted with wetland delineations. Prepared exhibits for permit applications. Assisted with fall fauna and bat habitat surveys.





David White, RLA

elementdesign

Landscape Architect/Public and Stakeholder Involvement

Experience

28 years

Education

University of Kentucky
BS, Landscape Architecture

Registrations:

LA--KY-519; SC-602

David is a registered landscape architect with more than 28 years of experience in Landscape Architecture and the Construction Industry. David oversees much of the Construction Document production and Construction Administration services at Element Design. His extensive design background and construction experience has enabled David to provide and assist in award winning projects throughout the southeastern region of the US. David also has experience with hydrologic modeling programs and wetland development and design. He has been involved in stakeholder and public involvement on a variety of projects throughout Kentucky. Project Experience includes:

- Bluegrass Sportsplex Master Plan - Lexington, KY
- BCTC Advanced Manufacturing Center - Georgetown, KY
- Carter Caves State Park Horse Campground - Olive Hill, KY
- Eastern Kentucky University Baseball Stadium - Richmond, KY
- Eastern Kentucky University Football Stadium Addition - Richmond, KY
- Eastern Kentucky University New Science Building Phases 1 & 2 - Richmond, KY
- Eastern Kentucky University New Student Housing - Richmond, KY
- Eastern Kentucky University Wellness Center - Richmond, KY
- Kentucky State University Amphitheater & Pedestrian Mall - Frankfort, KY
 - MCTC/MSU Postsecondary Center of Excellence - Morehead, KY
- Shillito & Lafayette Trails - Lexington, KY
- Shriners Hospital for Children - Lexington, KY
- Southland Drive Pedestrian Improvements - Lexington, KY
- Western Kentucky University Alumni Plaza - Bowling Green, KY
- Western Kentucky University Centennial Mall - Bowling Green, KY



R. Derek Motsch , PE

elementdesign

Civil Engineer

Experience

15 years

Education

University of Kentucky
BS, Civil Engineering, 2004

Registrations:

PE--KY-26439

Derek is a registered Professional Engineer with over 15 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in water and wastewater treatment and distribution and civil site utility design.

Derek is very skilled at the production of documentation and technical details. He is also adept at computer / three dimensional modeling and rendering, and uses his modeling skills to assist in making design decisions and in the production of construction drawings. Project experience includes:

- AB Sawyer Park - Louisville, KY
- Athens-Boonesboro Elementary School - Lexington, KY
- BCTC - Newtown Pike Campus Expansion - Lexington, KY
- Collins Lane Elementary School - Frankfort, KY
- Eastern Kentucky University - Sanitary Sewer Capacity Study - Richmond, KY
- Eastern Kentucky University - Athletic Sports Facility - Richmond, KY
- Eastern Kentucky University - Pedway Project - Richmond, KY
- Eastern Kentucky University - Wellness Center - Richmond, KY
- Henry County Judicial Center Renovation - Newcastle, KY
- Lebanon City Hall - Lebanon, KY
- MCTC - Regional Postsecondary Education Center - Madisonville, KY
- Maysville Streetscape - Maysville, KY
- Morgan County High School - West Liberty, KY
- Morgan County Safe Room - West Liberty, KY
- Transylvania University New Campus Center - Lexington, KY



Statement of Qualifications RFP #20-2019

Watershed and Regional Scale Planning Experience:

Palmer Engineering has previously developed a Watershed Management Plan for Lower Howards Creek Watershed in Clark County. Brian Ward was the Project Manager, and Stephanie Blain was the primary Project Engineer and report writer. The Lower Howards Creek Watershed Management Plan (LHCWMP) was developed as the Supplemental Environmental Project (SEP) mandated by the Environmental Protection Agency in the Consent Decree with Winchester Municipal Utilities (WMU) and the City of Winchester, having the objective of securing significant environmental or public health protection and improvements. Although not funded by a grant, the LHCWMP was prepared in accordance with the 319(h) grant guidelines outlined in the Watershed Planning Guidebook for Kentucky Communities. The LHCWMP has been utilized to obtain a 319(h) grant for improvements within the watershed. The following were primary tasks performed by Palmer Engineering for this project:

1. Identification of stakeholders in conjunction with state and local officials and civic and environmental groups;
2. Public notification of the creation of the LHCWMP and an invitation to comment or become involved;
3. Public meetings with stakeholders and community members to explain project objectives, enlist support, identify problem areas and potential pollutant sources, and develop indicators and prioritization process;
4. Collection of existing watershed data, including physical and natural features, population and land use, and previous studies and water quality sampling results;
5. Biological assessments of LHC and tributaries;
6. Phase 1 and Phase 2 water quality monitoring and sampling as defined in the State of Kentucky's Watershed Planning Guidebook for Kentucky Communities;
7. Coordination and review of Microbial Source Tracking performed by UK's Environmental Research Training Laboratories;
8. Identification of pollutant sources through field investigation, water quality testing, and existing available data;
9. Establishment of benchmark concentrations and comparisons for each parameter;
10. Estimation of pollutant loads and target reductions;
11. Identification of Best Management Practices (BMPs) and feasibility analysis of selected measures;
12. Estimation of technical and financial assistance needed to implement identified BMPs;
13. Schedule for implementation of BMPs;
14. Identification of measurable milestones for BMP implementation;
15. Development of monitoring objectives to evaluate the effectiveness in achieving water quality standards;
16. Development of the written LHCWMP to be maintained for public use; and
17. Presentation of LHCWMP and progress reports with political leaders, stakeholders, civic and environmental groups, and the general public.

The objective of the LHCWMP was to meet the requirements of the SEP by providing direction to the community from sampling and data gathering; prioritizing projects within the watershed; and producing a plan for the community that can lead to measurable results to improve water quality, watershed conditions, and enhance future funding opportunities for projects within the watershed. A copy of the document is available here: <https://eec.ky.gov/Environmental-Protection/Water/Outreach/BasinCoordination/WBPKentucky/LowerHowardsWBP.pdf>.

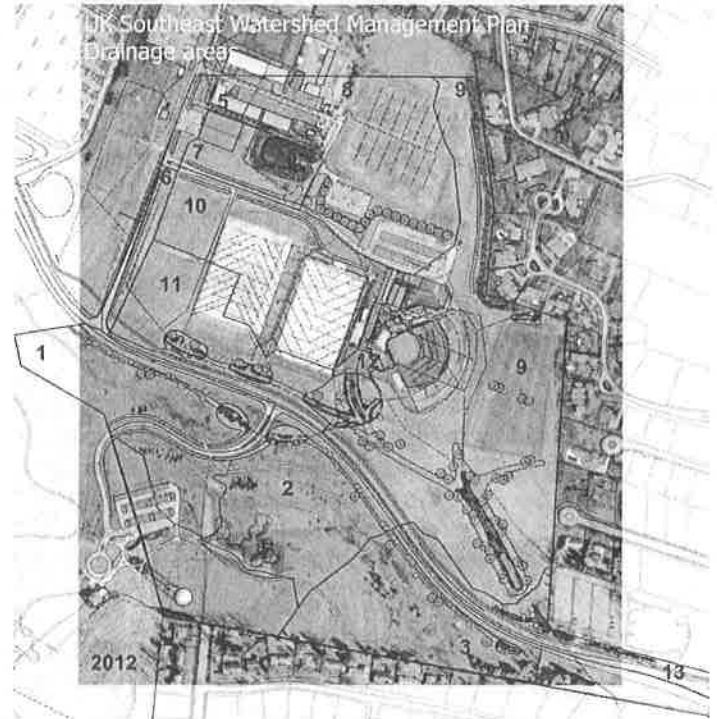


Besides the Lower Howards Creek Watershed Management Plan, The Palmer Team has also completed the following watershed assessments, which contain many of the same elements as a watershed management plan:

University of Kentucky Southeast Watershed Master Plan (by Element Design, formerly M2D) for University of Kentucky:

The purpose of the Southeast Watershed Master Plan was to provide guidance for future development in the watershed in terms of managing stormwater run-off quantity and quality and to identify methods for remedying existing development conditions. The scope of work included:

1. Identification of stormwater catchments;
2. Analysis of existing stormwater run-off conditions to serve as the baseline for future development projects;
3. Proposed locations and sizes for stormwater quality management structures;
4. Proposed locations for stormwater quality structures;
5. Details and typical unit costs for budgeting purposes;
6. Identification of currently proposed projects;
7. Hydrologic analysis of historic, existing, and proposed future conditions;
8. Identification of funding and grant opportunities; and
9. Public education and outreach.



The Master Plan's Approach to stormwater management provides for water quantity and quality structures in multiple locations for temporary detention, treatment, and partial infiltration throughout the watershed. The end result proposed is a slower, cleaner discharge of stormwater from the watershed.

Licking River Watershed Cumulative Impact Assessment

(Jackson Group) for Middle Fork Development Corporation:

In compliance with the request by the Louisville District of USACE, research and data analysis was conducted to assess the cumulative impacts of a service mining operation as well as other human activities for the Licking River HUC-8 watershed. The purpose of this project was to establish the relative level of impairments to the watershed from past, current, and project future impacts and to develop a management plan to minimize and reduce potential future stream impacts. Large amounts of historic and current data

were collected and analyzed to determine anthropogenic pollution sources, as well as hydrologic low, base, and peak flow events. Pollution types evaluated included sediment, metals, dissolved solids, and fecal coliform. Water quality, quality of riparian zone habitat, and benthic macroinvertebrates were used as to determine existing quality and level of impairments to the watershed. This data was also used to establish a 40-year historic trend and to model potential reasonably foreseeable future trends of impairments and/or improvements to the watershed. The plan was developed to establish mitigation measures to improve stream quality in the watershed, including stream restoration, sediment and stormwater retention, riparian zone establishment and enhancement, and management of endangered species.



Portion of Assessed Stream for Licking River Watershed Cumulative Impact Assessment

Stormwater Management Studies/Planning Experience:

Palmer Engineering has also completed two large-scale stormwater management studies/planning efforts for Toyota, one at the plant in Georgetown, Kentucky (TMMK) and one at the plant in Princeton, Indiana (TMMI). The TMMK Detention Basin Watershed Analysis utilized site visits and available data to delineate nine unique watersheds and outfall locations within the TMMK boundary of over 800 acres. Each watershed had a basin at the outfall, and all basins were analyzed to determine capacity and flooding risk. The TMMI Stormwater Study involved creating a stormwater model for approximately 600 acres of the on-site drainage system, including piping systems, open channels, and detention areas. The model was utilized to determine existing capacity, identify areas of flooding concern and recommend improvements to mitigate the flooding, and allow for modeling of future expansions to determine the impact to the entire site. Stephanie Blain was the Project Manager for both of the studies, and Sam Lee performed all of the hydrologic and hydraulic modeling for the study at TMMI. Palmer Engineering has completed several smaller-scale stormwater studies/plans for LFUCG Division of Water Quality including Willow Oaks Basin Study; Sierra and Elmendorf Stormwater Study; and Cooper Drive Stormwater Study. Sam Lee completed several additional stormwater studies and water quality projects for a previous employer as detailed on his resume, including the Idle Hour Park Feasibility Study.



Environmental Restoration and Water Quality BMP Experience:

The Palmer Team has completed multiple environmental restoration projects, including the Wolf Run Water Quality Improvements Projects that included prioritized projects in the Wolf Run Watershed Based Plan that was partially completed under a 319(h) grant. The project began in February 2015 and consisted of two individual improvement projects within the drainage basin. One project, Cross Keys Park, includes the improvements to the existing Cross Keys Park pond with the creation of a sediment forebay and wetland. The second project, Picadome Golf Course, includes stream restoration of Vaughn's Branch and Big Elm Tributary, improvements to the sinkhole, and the creation of two wetlands/water quality basins. Palmer Engineering performed design, modeling, public engagement, and construction administration services for these projects.

Palmer Engineering and Element Design incorporate, water quality BMPs into almost all of our site development projects. The Palmer Team has experience designing rain garden, biofiltration basins, pervious pavements, bio swales, underground detention, wetlands, and manufactured water quality units as a part of site development projects. Additional dedicated environmental restoration and water quality projects by the Palmer Team include:



- Stephens Creek Stream Restoration, Gallatin County, Kentucky - 2,090 linear feet of stream rehabilitation and 1,635 linear feet of stream re-establishment
- Hiltonia Rain Gardens, Lexington, Kentucky - Creation of six rain gardens along a residential street
- Spurlock Power Station Rain Garden, Maysville, Kentucky - Creation of rain garden to limit discharge from a warehouse expansion
- Kinder Morgan Wetland Mitigation Plan, Trenton, Ohio (Palmer and Jackson) - 2.5 acre wetland creation
- Reaches 1, 2, and 3 of Triplett Creek Stream Restoration for Morehead State University (Jackson Group) - Approximately 5,000 linear feet of stream mitigation and restoration

Stakeholder and Public Involvement Experience:

The Palmer Team continually works with stakeholders and the public when presenting implementation options and potential design solutions, seeking to create truly viable projects for the community. Besides the stakeholder coordination and public meetings involved with the Lower Howards Creek Watershed Management Plan, Palmer Engineering works routinely with stakeholder groups and the public with projects for KYTC, such as current projects US 641 in Calloway County, US 150 in Nelson and Washington Counties, and US 65/US 71 Regional Connector. Palmer Engineering and Element Design worked together on the Southland Drive Pedestrian Improvements Project for LFUCG, coordinating with stakeholders and leading the public meetings. This project also included online surveys for community residents to provide feedback. Other LFUCG projects in which the Palmer Team has been involved in stakeholder and public coordination are: Town Branch Trail Sections 4 and 5; Versailles Road Corridor Improvement Project; Ecton Park Sanitary Sewer Improvements Project; and UK Trunk Sewer C, D, and E Sanitary Sewer Improvements Project. Many of our public meetings involve design charrettes, round-table discussions, public surveys, and question-and-answer symposiums. The Palmer Team's goals of stakeholder and public coordination and to start the study process and to establish collaborative ideas and goals to generate early expectations or quantifiable metrics for final implementation. The Palmer Team can work with LFUCG to devise the most conducive communication format and presentation style.



Capacity:

The Palmer Team has adequate workload capacity over the project duration to complete this project in accordance with the schedule presented. The combined team of Palmer Engineering, Element Design and Jackson Group provides a diverse team of over 100 professionals that can assist with the project to ensure timely completion.

Reasons to Select The Palmer Team:

The Palmer Team should be selected by LFUCG for the preparation of the West Hickman Watershed Management Plan for the following reasons:

- The Palmer Team has proven experience based on the successful implementation of a previously developed watershed management plan in Central Kentucky.
- The Project Manager will be the same throughout the project, providing seamless project flow, and has a vast amount of experience with previous projects for LFUCG.
- All of the work on the project will be completed in Central Kentucky, with most of the work being performed in Lexington.
- The Palmer Team is familiar with the project area and has several employees living within the watershed.
- The Palmer Team is available to provide responsive service to LFUCG due to downtown location of our Lexington office and local personnel.
- The Palmer Team is made up of consultants who have a history of delivering successful projects together and meet the Disadvantaged Business Enterprise and Veteran-Owned Small Business goals for LFUCG.
- The Palmer Team is ready to begin work immediately upon receiving Notice to Proceed.



Project Approach and Methodology RFP #20-2019

The Palmer Team, led by Project Manager Stephanie Blain, will follow the *Watershed Planning Guidebook for Kentucky Communities* by Kentucky Waterways Alliance and Kentucky Division of Water to develop the West Hickman Watershed Based Plan. The Guidebook was utilized by Palmer Engineering to prepare of the Lower Howards Creek Watershed Management Plan, which was approved by KDOW and EPA and eligible for Section 319(h) funding. Brian Ward will provide guidance from a senior level and be involved in quality assurance and quality control (QA/QC) of the entire project. For the purpose of the schedule presented, a Notice to Proceed Date of July 1, 2019 was assumed. If the Notice to Proceed date falls after July 1, 2019, the project schedule may need to be adjusted; but due to the current and planned sampling efforts, some flexibility is available until those efforts are completed.

Task 1: Development of a Stakeholder Process July 1, 2019 to November 1, 2020

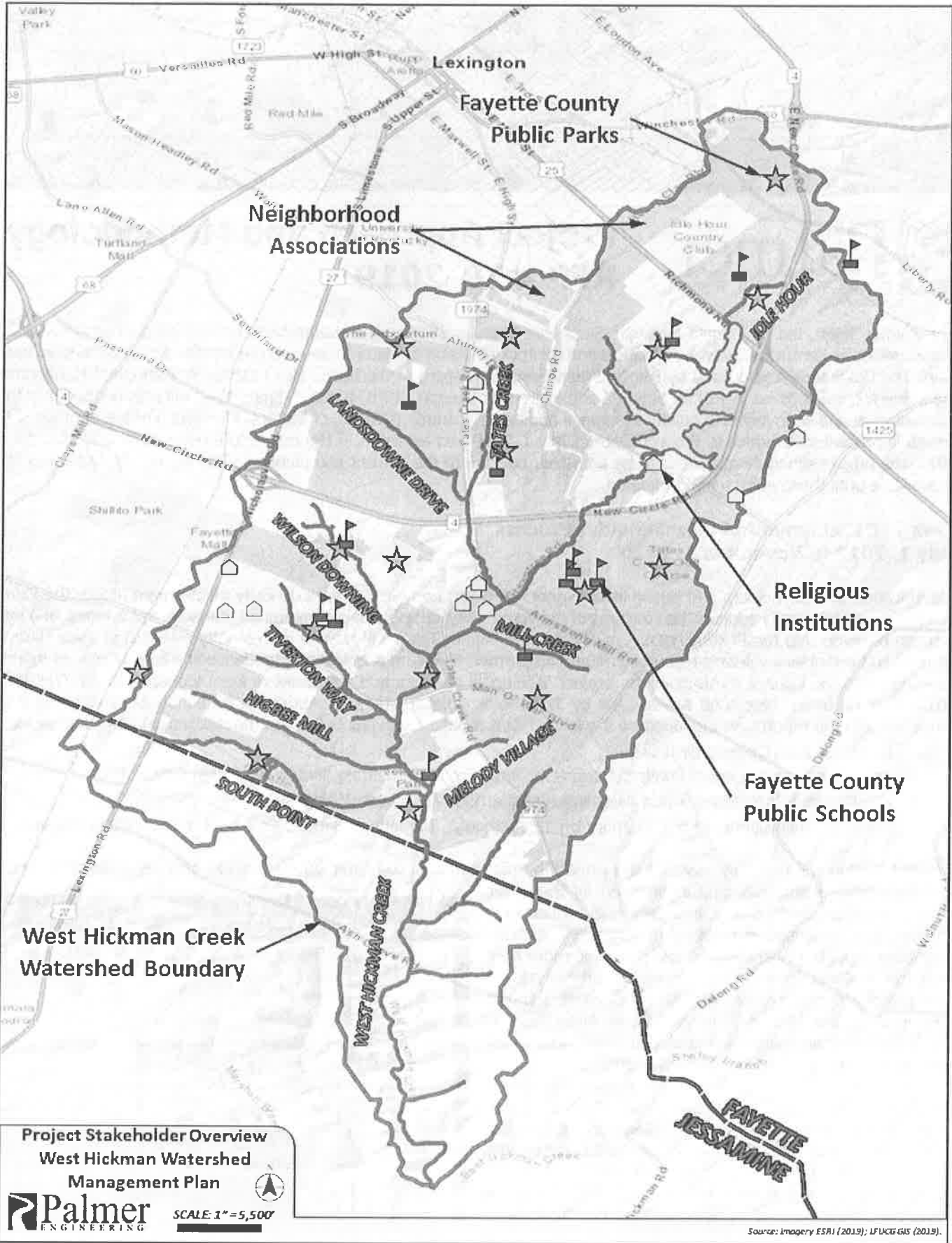
Identification of stakeholders and public involvement will begin early in the project. Early involvement allows the Palmer Team to more accurately address the concerns of the community, develop viable watershed management options, and instill a sense of ownership for all stakeholders involved. The Palmer Team will rely on the recently established West Hickman Watershed Council as a valuable resource and project partner; the team anticipates attendance at a total of nine bi-monthly meetings with the Council throughout the project. Additional partners and stakeholders were identified in the September 2012 West Hickman Watershed Assessment by Third Rock Consultants, LLC. Additional potential stakeholders--besides those listed in the report--are identified on the Project Stakeholder Overview figure (on the next page) and could include:

- Bluegrass Area Development District;
- Additional Fayette County Public Schools (e.g. Tates Creek Elementary, Middle, and High Schools);
- Neighborhood Associations (e.g. Hartland Neighborhood Association); and
- Religious Institutions (e.g. Centenary United Methodist, Immanuel Baptist, or Tates Creek Christian Church).

Element Design will primarily assist in the project by performing stakeholder outreach tasks such as preparing meeting materials/exhibits and engaging involvement of the public through mailings, social media, and personnel connections. Element is experienced in creating materials and exhibits targeted for public understanding and providing more non-technical material than formal engineering drawings. An example of a display created for ECU by Element is shown on this page. Both David White and Derek Motsch live in the West Hickman watershed and can assist in making personnel connections to increase involvement.

The Palmer Team anticipates that a series of 12 public meetings will take place in August, September, and October, 2020. These meetings will follow the completion of current sampling and laboratory testing data (assumed to be available by the end of April 2020). The Palmer Team will complete the five bulleted items under Task 1 in the Request for Proposal.





Project Stakeholder Overview
West Hickman Watershed
Management Plan



SCALE: 1" = 5,500'

Source: Imagery ESRI (2019); LFIACGIS (2019).



Task 2: Characterize Watershed

July 1, 2019 to July 1, 2020

The Palmer Team will complete the six bulleted items under Task 2 in the Request for Proposal, utilizing as much as the previously prepared reports as possible. For the purpose of this proposal, it is assumed that LFUCG can provide the digital files for the previous report. The Palmer Team plans to complete the following general subtasks:

1. **Gather Existing Data:** A large amount of existing data is already available for this watershed. The Palmer Team will review data collected for this watershed through the previous watershed assessment and microbial source tracking in 2012 and current/planned LFUCG and KDOW monitoring efforts. To help in project cost control, the Palmer Team would utilize as much of the September 2012 West Hickman Watershed Assessment by Third Rock Consultants, LLC as possible.
2. **Identify Data Gaps:** The Palmer Team will review previous study recommendations to current conditions and determine the need for updated recommendations. For example: Several LFUCG Remedial Measures Plan projects have been completed in the watershed since the preparation of the September 2012 West Hickman Watershed Assessment report. Rick Heil and Lee Carolan may be involved in any required field assessments.
3. **Identify Causes/Sources of Impairments and Create a Watershed Inventory:** A watershed inventory will be completed with the assistance of Jeremy Jackson, of Jackson Group, to identify causes and sources of impairments identified in previous studies and sampling data.
4. **Analyze Data and Estimate Pollutant Loads:** This portion of the work will be led by Sam Lee due to his previously completed Master's Thesis on fecal contamination indicators and prior professional work experience. The Palmer Team will develop a Stormwater Management Model (SWMM) to complete stormwater pollutant loading analyses. The complete stormwater analyses will generally include:
 - a. Delineating subcatchment watersheds for sampled sites;
 - b. Calibration of stormwater runoff with rain gage data corresponding to sampling events; and
 - c. Calculating existing pollutant loads utilizing the PCSWMM design software.



Task 3: Set Goals and Identify Solutions

July 1, 2019 to August 1, 2020

Similar to stakeholder involvement, Palmer will set objectives early in the project timeline to ensure the following actions to meet these goals:

1. **Set Overall Goals and Management Objectives:** The Palmer Team would work initially with the West Hickman Watershed Council, adding other stakeholders as they are identified, to identify goals and management objectives. Project goals will be defined by January 1, 2020.
2. **Develop Water Quality Indicators/Targets:** Management objectives will then be utilized to identify specific issues in the watershed and allow for measurable water quality benchmarks to be established. Indicators and targets can also be developed prior to the conclusion of monitoring in April 2020.
3. **Calculate Load Reductions and Identify Critical Areas:** Palmer will utilize the SWMM design software to calculate pollutant reduction required to meet the management objectives. The effect of stormwater quality and quantity Best Management Practices (BMPs) will be modeled in SWMM to determine the overall scope of reduction needed. Derek Motsch, of Element Design, will provide a quality assurance and control review of recommended BMPs to catch any oversights or errors based on his engineering background and knowledge of the watershed.
4. **Develop Short- and Long-Term Management Measures to Achieve Goals:** Target load reductions and BMP requirements will be calculated with PCWMM, but location, implementation, stakeholder coordination, long-term maintenance, and cost of construction must also be considered for an effective solution. Palmer will include public engagement through targeted public meetings vital for brainstorming of effective and constructible BMPs. Following BMP selection, at least one action item per BMP will be identified to provide a means to implement that BMP.

Task 4: Design Implementation Program **July 1, 2020 to January 1, 2021**

Development of the watershed implementation program provides metrics to see the identified solutions implemented in the watershed. Results will not happen in the watershed until the plan is actually implemented. Public input from the targeted meetings will be taken into account when determining schedules, measurable milestones, and evaluations. Schedules for implementation will be developed in two- to three-year timeframes. The Palmer Team will complete the eight bulleted items listed in the Request for Proposal in Task 4. Lee Carolan, a Certified Environmental Specialist, will assist with this task based on her varied background previously working for federal and state agencies and her continued work with those agencies in the private sector.



Task 5: Final Approved Plan **Report Preparation: January 1, 2020 to January 1, 2021** **Report Review Period: January 1, 2021 to July 1, 2021**

The Palmer Team will prepare a full watershed management plan that is approved by Kentucky Division of Water and that will be eligible for Section 319(h) funding. Stephanie Blain and Sam Lee will be the primary technical writers of the report due to their familiarity with the project and past experience. Bobi Conn will review the report for grammatical correctness and accuracy. The Palmer Team anticipates submittal of the report for regulatory review on January 1, 2021, with six months of review and response time following.



AFFIDAVIT

Comes the Affiant, David Lindeman, PE, PLS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is David Lindeman, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Palmer Engineering, 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.

[Handwritten Signature]

STATE OF Kentucky

COUNTY OF Clark

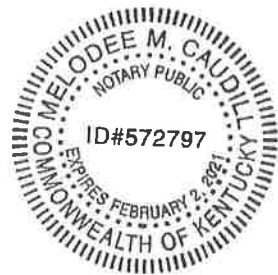
The foregoing instrument was subscribed, sworn to and acknowledged before me

by David Lindeman, PE, PLS on this the 16th day

of May , 2019.

My Commission expires: 02/02/21

Melodee M. Caudill ID# 572797
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

Palmer Engineering

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Palmer Engineering

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators	7	7															7	
Professionals	43	39	3											1			40	3
Superintendents	7	7															7	
Supervisors																		
Foremen																		
Technicians	28	23	5														23	5
Protective																		
Para-																		
Office/Clerical	8	8																8
Skilled Craft																		
Service/Maintena	1		1															1
Total:	94	76	17											1			77	17

Prepared by: Kim Warren, CPA - CFO Date: 05 / 16 / 19

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Palmer Engineering

Complete Address: 301 East Main Street, Suite 900, Lexington, KY 40507
Street City Zip

Contact Name: David Lindeman Title: President

Telephone Number: 859-389-9293 Fax Number: 859-744-1218

Email address: dlindeman@palmernet.com



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 20-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design David White 366 South Broadway Lexington, KY 40508 Phone: 859-389-6533 david@element-site.com	WBE	Stakeholder Coordination/ Public Involvement	TBD	10%
2. Jackson Group Jeremy Jackson 3945 Simpson Lane Richmond, KY 40475 Phone: 859-623-0499 jjackson@jacksongroupco.com	SDVOB	Watershed Characterization	TBD	3%
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.

Palmer Engineering
 Company

05/16/19
 Date


 Company Representative

President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 20-2019

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

 Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

 Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

 Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

 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.

 X Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

 X Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

 X Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal


_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Palmer Engineering
Company
05/16/19
Date


Company Representative
President
Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

05/16/19

Date

AFFIRMATIVE ACTION

POLICY STATEMENT

It is the policy of Palmer Engineering Company (PEC) to support and promote equal employment opportunity. As president and CEO of PEC, I am committed to a hiring and promotion program that assures all qualified persons without regard to race, color, religion, sex (includes sexual harassment), national origin, disability, age (40 years or more) and veteran status (Vietnam Era, Desert Storm/Shield or disabled) the opportunity for work and advancement. Further, I totally support and defend the Affirmative Action Plan of this company.



David Lindeman, President

January 3, 2019

January 2, 1986
Revised/Updated January 3, 2019

PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN

The following Affirmative Action Plan has been adopted by our company to take affirmative action to afford Equal Employment Opportunity to any and all qualified persons without regard to race, religion, sex, color, handicap, veteran, or national origin.

1. The purpose of this Affirmative Action Program is to comply with Executive Order No. 11246 regarding direct Government Contracts. All personnel having responsibility for hiring, promoting, laying off or disciplining employees will read and be familiar with this Affirmative Action Plan.
2. The Equal Employment Opportunity responsibility is designated to Mr. Kim Warren, who for the purpose of this plan, will be this company's Equal Employment Opportunity Officer, and is charged with the responsibility of securing compliance and advising corporate officials of progress.
3. The provisions of the Specifications concerning EEO will be revised annually by the EEO Officer to insure that the requirements are met and receive proper attention.
4. When work has commenced on a new project, the following shall be done:
 - A. The project manager will be informed on EEO matters concerning the particular project by the EEO Officer. This may also be done after a contract is received, before the new project starts.
 - B. Necessary steps will be taken to insure that provisions are incorporated in applicable subcontracts as outlined in "Contractor's Agreement", Section 202, Paragraph 1 thru 7, Executive Order No. 11246.
 - C. Each subcontractor will be furnished a copy of this Affirmative Action Plan and our EEO policy. They will be requested in writing to acknowledge to this company in writing that they understand our Policy, and their obligations to take affirmative action.

- D. Project managers and all supervisory personnel who employ or cause to be employed, to include field office personnel, will be asked to endorse a copy of this Policy and the Program as outlined herein to the effect that they have read same, and that they understand its contents, and that same will be complied with regarding matters within their control.
 - E. Other organizations or works with whom we have agreements or understandings will be advised of the respective project and will be asked, in writing to advise this company in writing whether or not their policies and practices are consistent with these requirements. If a negative reply is received, and all other attempts to negotiate have failed, the matter will then be taken up with the proper Federal, State, or Local Authorities for further compliance and/or ruling.
 - F. A copy of both the Policy and Program will be posted on the bulletin board where it will be viewed easily by all employees, and applicants for employment.
 - G. An EEO poster will be posted on the bulletin board.
5. Project managers and the EEO Officer shall review and discuss composition of on-site employment with supervisors to indicate that this is the desire of management to carry out its Policy and Program. This subject will also be a topic for discussion regularly in job meetings of supervisory personnel.
 6. Where applicable, it will be made known publicly that applications for employment are desired of all qualified persons regardless of race, religion, sex, color, handicap, veteran, or national origin.
 7. Only recruitment sources, which state in writing that they acknowledge our EEO Policy and refer on that basis, will be used.
 8. All notices in newspapers, etc., for prospective employees will contain the phrase "Equal Opportunity Employer".
 9. This company is committed to the inclusion of non-discriminatory provisions on agreements, and that workmen will be referred hereunder without regard to race, religion, sex, color, handicap, veteran, or national origin.
 10. Capable unskilled or semi-skilled workmen are to be upgraded to skilled or semi-skilled positions without regard to race, religion, sex, color, handicap, veteran, or national origin.

11. Interviews with prospective employees, subcontractors, and Joint Ventures will be made without regard to race, religion, sex, color, handicap, veteran, or national origin.
12. An immediate re-evaluation of qualifications of lower echelon minority groups will be made to insure equal consideration for job progression based on standards and qualifications which should be no higher or no lower than those established for any other group.
13. The company will insure that all services and benefits offered by this company will be made available to all employees regardless of race, religion, sex, color, handicap, veteran, or national origin.
14. The EEO Officer will periodically review all employment records of all employees in order to assure promotion and advance without regard to race, religion, sex, color, handicap, veteran, or national origin.
15. Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, religion, sex, color, handicap, veteran, or national origin. Layoffs due to lack of work shall not be based on race, religion, sex, color, handicap, veteran, or national origin.

PALMER ENGINEERING COMPANY



David Lindeman, President

January 2, 1979
Revised January 3, 2019


NOTICE

Mr. Kim Warren, Chief Financial Officer, is hereby re-appointed Equal Employment Opportunity Officer.

Anyone who feels he or she has been discriminated against for any reason shall report the infraction to Mr. Warren, who shall process the claim in accordance with rules and regulations as established by Secretary of Labor and Executive Order No. 11246, September 24, 1965.

Said notice to be posted on employee's bulletin board.

PALMER ENGINEERING COMPANY



David Lindeman, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2019

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS: FAX (A/C, No): 502-244-1411													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Continental Insurance Company	35289	INSURER C: Transportation Insurance Company	20494	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Palmer Engineering Company P. O. Box 747 Winchester, KY 40392														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

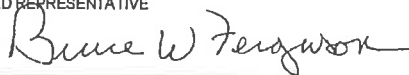
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6012733050	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	6012733078	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6076330411	05/01/2019	05/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC612733047	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9935335	12/05/2018	05/01/2020	Per Claim 4,000,000 Aggregate 4,000,000

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

Lexington-Fayette Urban County Government is included as Additional Insured with respect to General Liability and Automobile Liability for the referenced project. Coverage is primary. Note: Requirements for Environmental Liability and Pollution Liability: Environmental Liability is basically a contractor designed coverage, rather than for consulting architects and engineers. The professional liability policy does not exclude pollution incidents that arise out of the scope of professional services. (Per Mr. Tom Sweeney, Claims Manager, Dept of Law, LFUCG, this is acceptable.) Project: UK Trunk Sewer C & D

CERTIFICATE HOLDER **CANCELLATION**

Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Palmer Engineering Company</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 747</p> <p>6 City, state, and ZIP code Winchester, KY 40392</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: if the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	1	-	0	6	7	9	0	1	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/2/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



301 East Main Street, Suite 900
Lexington, KY 40507
859-389-9293
www.palmernet.com