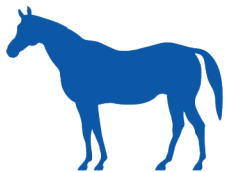




JULY 16, 2024

STATEMENT OF QUALIFICATIONS
RFQ #41-2024
INDEFINITE SERVICES
CONTRACT - DESIGN SERVICES



LEXINGTON

PREPARED FOR

Lexington - Fayette Urban
County Government
200 E Main Street
Lexington, KY 40507

July 16, 2024

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

RE: RFQ #41-2024: Indefinite Services Contract – Design Services

Mr. Slatin:

Banks Engineering is pleased to submit the enclosed proposal for professional services in response to your Request for Qualifications. To facilitate your review, we have formatted the SOQ in accordance with instructions in the RFQ and include the following information:

- Summary of Qualifications, addressing the identified selection criteria
- Project team qualifications and experience
- List of relevant past projects with client contacts
- Supporting information and required forms

We request to be selected for the Design Services contract, and are prequalified with the Kentucky Transportation Cabinet (KYTC) in all required categories listed in the RFQ. Our staff has extensive experience in roadway designs, shared use path designs, and other bicycle & pedestrian facilities for the Urban County Government and other Kentucky communities. Our team will include DBE consultants such as EHI and/or Third Rock Consultants, depending on the specific project assignment. Other subconsultants may be requested to assist with environmental studies, geotechnical investigations, structural engineering, or traffic engineering as needed.

We believe our team is particularly qualified to assist the Urban County Government with this project due to our extensive experience with the design of transportation initiatives and the KYTC Local Public Agency (LPA) programs, our familiarity and relationships with the Urban County Government, and our understanding of the usual LPA project issues. Thank you for considering our qualifications. If you have any questions or need additional information, please contact me at (859) 421-9695 or by email at jsteinmetz@banksengineering.net.

Very truly yours,
Banks Engineering, Inc.



John B. Steinmetz, P.E.
Senior Engineer

SUMMARY OF QUALIFICATIONS

The following information summarizes why Banks Engineering is a great choice for the Indefinite Design Services Contract. This summary is presented consistent with the requested information and identified selection criteria listed in the Request for Qualifications (RFQ).

Why Select Banks Engineering?

- ⇒ Demonstrated commitment and performance for LFUCG – reliable high performance for LFUCG by Banks team members since 1996, most recently for the Maddox Lane Improvements, Armstrong Mill Shared Use Path, and Citation Trail for the Division of Engineering, and several stormwater projects for the Division of Water Quality (DWQ).
- ⇒ Familiarity with the issues related to transportation projects, and extensive experience in Lexington and throughout Kentucky with roadway designs, bicycle & pedestrian facilities, and stormwater management.
- ⇒ KYTC prequalifications in all of the required categories for Design Services.
- ⇒ Long record of successful public involvement, gaining consensus on controversial projects.
- ⇒ Comprehensive Quality Control Plan to ensure the designs and contract documents are constructible and to eliminate or minimize construction delays and change orders.
- ⇒ Utility coordination experience on numerous public works projects.
- ⇒ Local Public Agency familiarity and experience from many LPA projects in Kentucky communities, most recently in Lexington, Berea, Morehead, Springfield, London, and Loretto.

Qualifications and Relevant Experience

BANKS Banks Engineering staff members have assisted LFUCG and other Central Kentucky communities with the design of numerous roadway, bicycle, and pedestrian facilities in the past 30 years. Banks is prequalified with the Kentucky Transportation Cabinet (KYTC) in Urban and Rural Roadway Design, Surveying, Bicycle and Pedestrian Planning, Advanced Drainage Analyses and Design, and Utility Level 1 and 2 services.

Banks is currently working with LFUCG on the Armstrong Mill and Maddox Lane projects listed above, and the Citation Trail Phase 2 Project is pending. We have also worked extensively with the DWQ on stormwater management and drainage designs throughout the community. Our transportation designs are managed and directed by John Steinmetz and Frank Pruitt, who have worked together on numerous LFUCG and Central Kentucky multi-modal projects since 1996. Samples of their experience include:

- Citation Trail
- West Hickman South Trail



Citation Trail traverses the Mable Lane Greenway from Citation Blvd. to Lucille Dr.

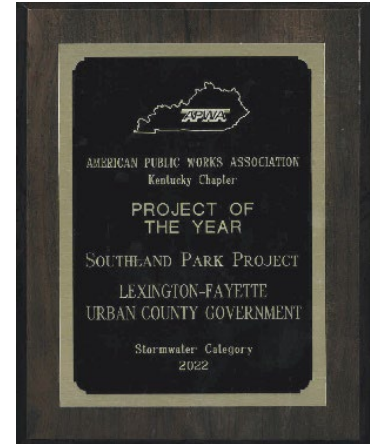
- Indian Fort Trail in Berea, connecting Berea’s urbanized areas to the Indian Fort trail network
- The Berea Bypass
- Bicycle and pedestrian improvements at Woodland Triangle
- Southland Drive Bike Lanes
- Clays Mill Road Improvements Phases 2A, 2B, 2C
- Miles of other shared use paths in Berea

These projects all have a common theme: responsive service with cost-effective designs that enhance multi-modal travel options for the public and minimize construction cost.

In addition to the projects listed above, our recent LFUCG project experience includes major watershed modeling and drainage improvements in the upper Wolf Run and Cane Run watersheds. One project developed in those programs was recently constructed in Southland Park. The stormwater management improvements improves water quality reduces downstream flooding, and expands a native planting area. *This project was acclaimed to be a “work of art” by the Friends of Wolf Run.*

Key staff summaries are provided below, with additional biographical details included in the enclosed resumes.

Frank Pruitt, PE will serve as Project Manager and Technical Lead for transportation project design. His 26 years of experience includes serving as Project Manager of the Armstrong Mill Shared Use Path, West Hickman South Trail and the Citation Trail projects as well as many roadway and shared use paths for Kentucky communities.



**Award-winning project
in Southland Park**

John Steinmetz, PE will serve as Deputy Project Manager. John has assisted LFUCG with improvement projects related to roadways, trails, stormwater, and sanitary sewers for the past 28 years. He managed the initial scoping study and design of the Clays Mill Road Improvements, is currently managing the Maddox Lane Improvements, and recently managed TAP-funded bicycle and pedestrian projects in Springfield, Loretto, London, and Morehead. John also assisted the City of Corbin in acquiring a Safe Streets for All (SS4A) Action Plan grant and is currently managing the Action Plan development.

Kyle Hall, PE will serve as Project Engineer and lead stormwater management engineer. His 7 years of experience include designs for the East High and West High trails in Jessamine County, Lewis County park trails, and the Cane Run and Southland Park stormwater projects described above. Kyle will be managing roadway stabilization efforts on Grimes Mill and Dry Branch roads in eastern Fayette County.

Josh Banks, PE, PLS is the Vice President and co-owner of Banks Engineering and will serve as Principal Engineer and Survey Task Manager. Josh serves in these roles on all of the firm’s projects including the Central Kentucky transportation and stormwater projects listed herein.

Greg Smorstad, ASLA will serve as Project Landscape Architect. Greg has recent experience with the design of parks and bicycle & pedestrian facilities in Lewis County, Springfield, Nicholasville, and Morehead.

Our capabilities will ensure the success of the project due to our expertise in these critical elements:

- Roadway and shared use path designs such as the Urban County Government projects listed above as well as the Indian Fort Trail and other rural shared use paths in Berea.

- LPA experience managing numerous transportation projects in KYTC districts 4, 7, 9, and 11.
- Experience on many past projects with utility coordination and relocations, most recently the Kentucky American Water relocations on Clays Mill Road Section 1 and New Circle Road at Leestown Road.
- Familiarity with the LFUCG Division of Engineering practices and procedures.
- Stormwater management, urban stormwater BMPs, and green infrastructure expertise.

Past Record of Performance on Similar Projects

Banks is currently working with the LFUCG Division of Engineering on several projects, continuing the quality work that began in 2015 soon after John Steinmetz and Frank Pruitt joined the firm. Prior to 2015 John and Frank provided excellent service to LFUCG while they were both leading CDP Engineers, and while John led Hazen and Sawyer from 2007-2014. Our near-continuous service to the Division of Engineering since 1996 is a testament to our high performance and reliable service.

In addition to our lengthy LFUCG experience, John and Frank alternated as City Engineer for the City of Berea from 1996 to 2021, another indication of our high standards of performance.

Experience with Federal Aid Projects through KYTC

Nearly all major infrastructure projects, including transportation, get most of the necessary funding from the federal government. Our staff has extensive experience with funding assistance and management of projects meeting federal funding guidelines. While we have experience with KYTC-administered projects such as US 25 and the Berea Bypass, most of our transportation-related initiatives have been funded through the Transportation Alternatives Program (TAP), administered through the local communities (Local Public Agency or LPA).

In Lexington, most of the transportation projects are funded by TAP, the Surface Transportation Block Grant Program Suballocation for Lexington (SLX), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and the Highway Safety Improvement Program (HSIP). A more recent funding source is the Safe Streets for All (SS4A) program administered through the FHWA. Below is a sampling of our current and recent projects in various KYTC districts, indicating a broad range of experience on federally funded projects.

KYTC District 4 (Elizabethtown)

- Downtown Springfield Sidewalk Improvements
- Loretto Sidewalk Project

KYTC District 7 (Lexington)

- Armstrong Mill Shared Use Path
- Citation Trail
- Clays Mill Road Improvements
- Berea Bypass
- US 25 Widening
- Indian Fort Trail Phase 3

KYTC District 9 (Flemingsburg)

- Morehead East Main Connector

KYTC District 11 (Manchester)


- Corbin SS4A Action Plan
- London South Mill Sidewalk Project

Knowledge and Familiarity with the Geographic Area

Banks Engineering and its staff are local to Lexington and Central Kentucky and have served this area their entire careers. All of our professional staff members graduated from the University of Kentucky and established strong ties here. Our work has included field surveying, stormwater management, utility coordination, and designs in every part of Fayette County.

RELATED PROJECTS and CLIENT LIST

The chart below provides a quick summary of our related experience, with staff roles and client contacts. Additional details related to our projects can be found in the enclosed Project Description sheets.

 RELATED STAFF EXPERIENCE (Partial List)	Client Contact (info below)	Team Members
Citation Trail Phase 1 (3,000')	Thomas Clements	Steinmetz, Pruitt (PM)
West Hickman South Trail (4,000')	Keith Lovan	Steinmetz, Pruitt (PM)
Indian Fort Trail Phases 1, 2, 3 (3.2 miles)	Tom Moreland	Steinmetz, Pruitt (PM)
Scaffold Cane Shared Use Path (3,200')	Tom Moreland	Steinmetz, Pruitt (PM)
KY 595 Trail Connector (2,000')	Tom Moreland	Pruitt (PM)
Berea Bypass Shared Use Path (6.5 miles)	Tom Moreland	Steinmetz, Pruitt (PM)
Menelaus Road Shared Use Path	Tom Moreland	Pruitt (PM)
Berea Trails Master Plan	Tom Moreland	Pruitt (PM)
Morehead Bicycle & Pedestrian Master Plan	Joy Brown	Steinmetz (PM), Pruitt, Smorstad
Southland Area Storm Drainage Project	Mark Sanders	Steinmetz (PM), Pruitt, Kyle Hall
Joyland Area Storm Drainage Project	Mark Sanders	Steinmetz (PM), Pruitt, Kyle Hall
Euclid Ave/Avenue of Champions	Mark Feibes	Steinmetz (PM), Pruitt
Clays Mill Road Scoping Study	Keith Lovan	Steinmetz (PM), Pruitt
Clays Mill Road Sections 2A, 2B, 2C	Keith Lovan	Steinmetz, Pruitt (PM)

Mark Feibes, Thomas Clements: LFUCG Division of Engineering / (859) 258-3410

Mark Sanders: LFUCG Division of Water Quality / Phone: (859) 258-3426 / email: msanders@lexingtonky.gov

Keith Lovan: KYTC Bicycle & Pedestrian Coordinator / (502) 782-5060 / email: keith.lovan@ky.gov

Tom Moreland: City of Berea / (859) 986-8528 / tmoreland@bereaky.gov

Joy Brown: Morehead & Rowan County Tourism / (606) 780-4342 / joy@moreheadtourism.com

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

Mr. Steinmetz has 40 years of experience in the design and management of a wide range of projects including transportation, stormwater management, water distribution systems, sanitary sewer collection systems, and private development. Mr. Steinmetz has assisted numerous Kentucky communities with the planning, development, and implementation of bicycle and pedestrian facilities and roadways. Relevant experience follows:

West Hickman South Trail – Lexington, Kentucky

Principal Engineer for the design of a shared use path along and across West Hickman Creek in Veterans Park to connect two existing trail systems. The project included 3,500 linear feet of 12-foot-wide path, a prefabricated truss bridge, repairs of an existing bridge, and landscaping.

Citation Trail – Lexington, Kentucky

Principal Engineer for the design of a shared use trail extending along Bracktown Branch through the Mable Way Greenway from Citation Boulevard to west of Lucille Drive. This trail will ultimately connect to Masterson Station Park when an adjacent parcel is developed.

South Mill and West Dixie Sidewalk Project – London, Kentucky

Project Manager for the design of approximately 1,600 linear feet of sidewalk to provide safe pedestrian travel along a heavily traveled street in London. The project included retaining walls, stream restoration, street lighting, and replacement of deteriorating driveway bridges.

Morehead Bicycle & Pedestrian Master Plan – Morehead, Kentucky

Project manager for the development of a county-wide master plan for bicycle, pedestrian, and other modes of transportation to improve the local quality of life and enhance tourism and economic development in the Morehead and Rowan County area.

Scaffold Cane Shared Use Path – Berea, Kentucky

Principal Engineer for the design of over 3,200 linear feet of shared use path linking the downtown and Berea College campus to residential areas.

Indian Fort Trail, Section 3 – Berea, Kentucky

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

Springfield Streetscape Project – Springfield, Kentucky

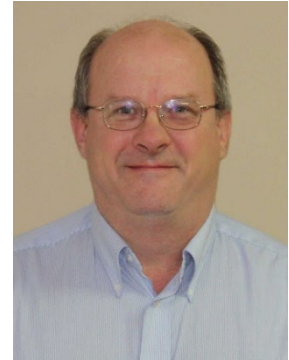
Project Manager for the reconstruction of the downtown streetscape with new sidewalks, brick pavers, landscaping, and lighting.

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

Professional Registrations – Professional Engineer, KY #14730, OH, TN

Frank Pruitt, PE

Senior Engineer

**Experience and Qualifications**

Mr. Pruitt has worked on a variety of civil engineering projects throughout his 24-year career. He has extensive experience in the design of infrastructure projects involving roadway design, stormwater management, water distribution, sanitary sewer, and site development, projects. Relevant experience includes serving as project manager or project engineer on the following projects:

West Hickman South Trail – Lexington, Kentucky

Project Manager for the design of a shared use path along and across West Hickman Creek in Veterans Park to connect two existing trail systems. The project included 3,500 linear feet of 12-foot wide path, a prefabricated truss bridge, repairs of an existing bridge, and landscaping.

Citation Trail – Lexington, Kentucky

Project Manager for the design of a shared use trail extending along Bracktown Branch through the Mable Way Greenway from Citation Boulevard. To west of Lucille Drive.

Berea Trail Master Plan – City of Berea, Kentucky

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

Indian Fort Trail – City of Berea, Kentucky

Project Manager for the design and construction services for approximately 3.2 miles of 10' shared use paths including an 80' bridge.

Scaffold Cane Shared Use Path – Berea, Kentucky

Project Manager for the design of over 3,200 linear feet of shared use path linking the downtown and Berea College campus to residential areas.

Euclid Avenue and Avenue of Champions Multi-modal Improvements – Lexington, Kentucky

Project Engineer for multi-modal improvements to this critical urban corridor linking the University of Kentucky campus to the Chevy Chase commercial and residential district.

West Hickman Trail – Lexington, Kentucky

Project Manager for the design of a shared use trail extending along West Hickman Creek from Veterans Park to Man o' War Boulevard.

Southland Drive Bike Lanes – Lexington, Kentucky

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

Education – University of Kentucky, Bachelor of Science Civil Engineering, 1998

Professional Registration – Professional Engineer, KY #22891

Josh D. Banks, PE, PLS

Vice President



Experience and Qualifications

Mr. Banks has 22 years of experience in civil engineering and land surveying and directs the survey operations for Banks Engineering's projects. He has strong expertise in surveying, planning services, site development, water distribution systems, sanitary sewer collection systems, stormwater management, permitting, easement acquisition, bidding and construction administration, and inspection. Relevant experience includes the following:

Survey Operations for Transportation-Related Projects

Directed the surveys, base plan preparation, and easement development for the following:

- Scaffold Cane Shared Use Path – Berea
- Citation Trail Shared Use Path – Lexington
- West Hickman South Shared Use Path – Lexington
- Eastern Bypass Utility Relocations – Nicholasville
- Clays Mill Road Water Main Relocations - Lexington

Southland Area Storm Drainage Study – Lexington, KY

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

Joyland Drainage Study – Lexington, KY

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

Southland Park Stormwater Improvements – Lexington, KY

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

Jessamine County Schools Surveys – City of Nicholasville, KY

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

Nicholasville Industrial Park Offsite Sewer

Directed field surveys and easement acquisitions for 2,400 feet of 12-inch gravity trunk sewer to provide service to a new industrial park.

Education

University of Kentucky, Bachelor of Science Civil Engineering, 2002

Professional Registrations

Professional Engineer – Kentucky #25062

Professional Surveyor – Kentucky #3943

Kyle J. Hall, PE

Professional Engineer



Experience and Qualifications

Mr. Hall has 6 years of experience in the civil engineering field and has completed a wide range of projects in and around Central Kentucky. These include site development, stormwater management, sanitary sewer collection systems, and permitting. Education relating to stormwater management includes training in multiple stormwater modeling programs, ASCE hydraulics short courses, and hydraulics training at the University of Wisconsin. Relevant experience includes the following projects:

East High and West High Shared Use Paths – Nicholasville, KY

Project Engineer for drainage design associated with 7,700 linear feet trail system connecting four separate schools to existing facilities.

Southland Park Stormwater Improvements – Lexington, KY

Project Engineer for improvements including storm sewers and four detention and bioretention basins in the upper Wolf Run watershed to address structure and major street flooding.

Joyland Area Storm Drainage Improvements (2022) – Lexington, KY

Project Engineer for the watershed modeling (using PC-SWMM and HEC-RAS) and design of improvements (budgeted at \$2.1 million) for detention basins and storm sewer improvements to reduce flooding impacts in the Cane Run Watershed. Significant coordination with FEMA was included in the analyses for a Conditional Letter of Map Revision (CLOMR).

Cooper Drive Stormwater Improvements (Current) – Lexington, KY

Project Manager for storm sewer improvements (budgeted at \$2.5 million) for 3,000 linear feet of new storm sewers to reduce street flooding in the West Hickman Creek Watershed.

Jessamine County Judicial Center (Current) – Nicholasville, KY

Project Engineer for site drainage and stream modeling (using HEC-RAS) as a subconsultant to the architect, including coordination with FEMA and KDOW to obtain a CLOMR.

Lake Mingo ADA Accessible Parking Lots – Nicholasville, KY

Project Manager for designs of two separate ADA accessible parking areas and ramp to facilitate connections to the existing trail system.

Jessamine County Industrial Park – Nicholasville, KY

Project Engineer for 4,300 LF roadway design, 10,350 LF sanitary sewers, grading & erosion control, detention & water quality, and construction administration.

Education

University of Kentucky, Bachelor of Science Mining Engineering, 2017

Professional Registrations

Professional Engineer (PE) – Kentucky #36802

Gregory W. Smorstad, PLA
Landscape Architect**Experience and Qualifications**

As a Landscape Architect, Mr. Smorstad has 13 years' experience in site design and development. His expertise ranges from master planning, sustainable design, campus/educational design, and athletic facility design. He is very comfortable assisting clients, producing color graphics, all phases of the design process, and construction documentation. Relevant project experience includes:

**Wilmore Streetscape Project – Wilmore, Kentucky**

Project Landscape Architect and designer for streetscape improvements along East Main Street, to improve conditions for bicyclists, pedestrians, and motor vehicles and beautify downtown Wilmore.

Morehead Bicycle and Pedestrian Master Plan – Morehead, KY

Project Landscape Architect for the development of a bike and pedestrian master plan for Morehead and Rowan County. Project required significant coordination with the task force and conceptual designs of proposed improvements.

Downtown Streetscape Improvements – Springfield, Kentucky

Project Landscape Architect for the replacement of deteriorated sidewalks, brick pavers, street trees, and decorative lighting for approximately 1,600 linear feet in the city center.

Castle & Key Distillery – Millville, KY

Project Landscape Architect worked on site master plan, design services, and construction administration for the 82 acre "Old Taylor" Distillery. At 130 years old, the distillery is truly unique with its sunken garden, original distilling mechanisms, iconic "peristyle" spring house, existing rail beds, natural stone walls and more. Banks Engineering received the Honor Award in 2019 from ASLA (Kentucky Chapter) for this project.

Bowling Green Technical College – Bowling Green, KY

Project Landscape Architect worked on the site design and construction drawings for the Bowling Green Technical College Pedestrian Improvements.

Trinity Christian Academy Master Plan – Nicholasville, KY

Project Manager for the development of a multi-phase Master Plan and construction documents for the new Trinity Christian Academy site spanning 44 acres in Nicholasville, Ky.

Lewis County Recreational Complex Master Plan – Vanceburg, KY

Project Manager worked on the multi-phased master plan and construction documents for the 40 acre Lewis County Recreational Complex.

Education – University of Kentucky, Bachelor of Landscape Architecture, 2009

Professional Registrations – Professional Landscape Architect, KY# 975

CITATION TRAIL

Lexington-Fayette Urban County Government

Banks Engineering designed the latest segment of the “Citation Trail” shared use path from the existing trail end at Citation Boulevard through the Mable Lane Greenway linking the existing trail to adjacent neighborhoods, parks. Phase 1 of this segment was recently constructed and allows for future phases of Citation Trail to connect to the Masterson Station Trail. This project is an important element of Lexington’s Bicycle and Pedestrian Master Plan, which prioritizes connectivity and linkages.

Reference:

Mr. Thomas Clements, PE
LFUCG Div. of Engineering
101 E. Vine Street
Lexington, Kentucky 40507
(859) 258-3441

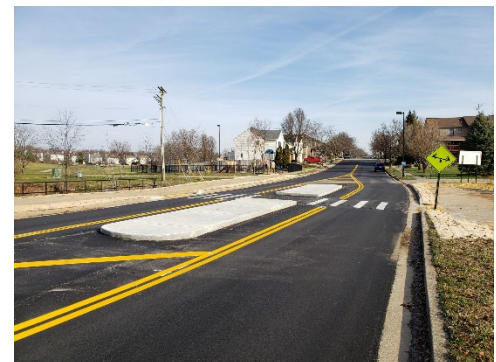
Citation Trail had been planned for many years, and its corridor was included in the subdivision plats of the adjacent neighborhoods. The project design included the following elements:

- Field surveys of the project corridor extending 2,900 linear feet between the existing Citation Boulevard Trail and the connection to a future development
- Trail alignment alternates/studies to reduce floodplain and property impacts
- Design of a mid-block crossing for trail users to safely traverse Lucille Drive, coordinated with the LFUCG Division of Traffic Engineering
- Coordinating with local utilities to identify and eliminate conflicts with trail construction
- Preparation of plans and specifications (contract documents) in accordance with the Kentucky Transportation Cabinet’s Local Public Agency (LPA) requirements
- Design and permitting for low water crossings of subdivision drainage discharges
- Coordination with KYTC and LFUCG staff
- Floodplain modeling and analyses to support a “No Rise” determination



Project Status:

Phase 1 constructed in 2020
Total Project Cost - \$550,000
Phase 1 Cost: \$290,000



The project included a mid-block crossing of Lucille Drive

WEST HICKMAN SOUTH TRAIL

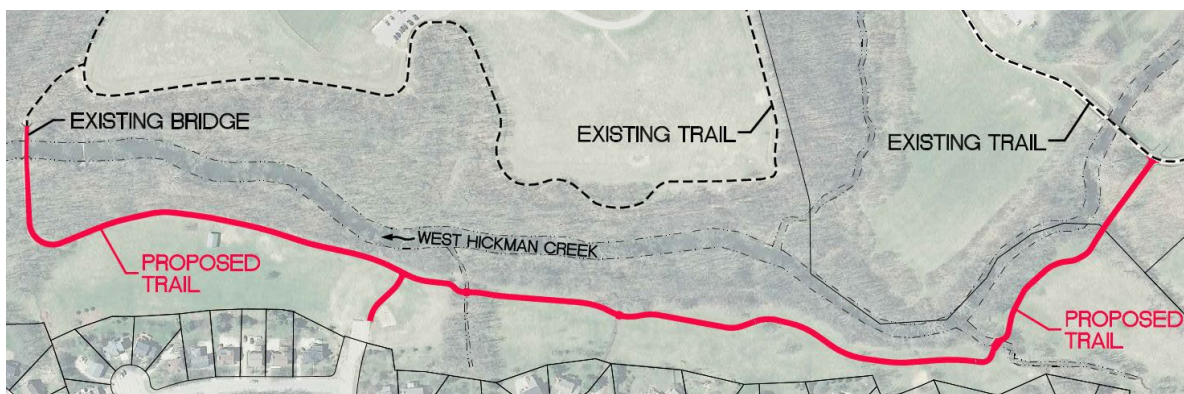
Lexington-Fayette Urban County Government

Banks Engineering designed a shared use path in Veterans Park to link two existing trails and provide enhanced access between residential neighborhoods, the park, and Veterans Park Elementary School. The trail, with a length of approximately 4,000 feet and a width of 12 feet, is within the West Hickman Creek floodplain and is part of the LFUCG master plan to extend bicycle and pedestrian facilities from the urbanized areas of Lexington to the Jessamine County line. Specific work includes:

Reference:

Mr. Keith Lovan, PE
KYTC Bicycle & Pedestrian
Coordinator
keith.lovan@ky.gov
(502) 782-5060

- Development of alternate alignments that minimize property and utility impacts
- Public involvement meetings with affected property owners and community stakeholders
- Preparation of plans and specifications (contract documents) in accordance with the Kentucky Transportation Cabinet's Local Public Agency (LPA) requirements
- Evaluation of the existing trail bridge over West Hickman Creek, with recommendations for repairs and upgrades
- Design and permitting for low water crossings of a small stream and subdivision drainage discharges
- Coordination with KYTC and LFUCG staff
- Floodplain modeling and analyses to support a "No Rise" determination
- Coordination and foundation designs for a pre-fabricated bridge
- Bidding and construction services



The trail included one new bridge, the rehabilitation of another bridge over West Hickman Creek, and several low-water crossings.

Project Status:
Constructed in 2019
Cost: \$676,000

CLAYS MILL ROAD IMPROVEMENTS

Lexington-Fayette Urban County Government

While with another firm, Banks Engineering's senior engineers served as project manager and lead design engineer for a corridor scoping study and preliminary designs for Clays Mill Road from south of Man o' War Boulevard to Harrodsburg Road, a 3.7-mile arterial within a residential setting. Final designs of Sections 2A, 2B, and 2C were also managed by Banks staff.

Building public understanding and trust played a major role in the process, and a 22-member advisory committee was formed at the beginning of the project. Representatives from the residential community, corridor users, churches, schools, business leaders, elected officials and several divisions within the Urban County Government formed the majority of the advisory committee. Public meetings and regular advisory committee meetings were conducted to inform and gain public consensus for the project. Project considerations:

- Developing alternatives that address traffic capacity and safety issues while maintaining the residential neighborhood character of the corridor.
- Conducting alignment studies to improve geometrics, reduce congestion, and minimize impacts of construction.
- Improving pedestrian and non-motorized vehicular circulation by including sidewalks and bike lanes along the entire corridor to develop a "complete street".
- Conducting an Environment Assessment to identify any potential adverse impacts.
- Conducting an extensive traffic capacity study and a safety study.
- Implementing a continuous public involvement process including presentations to local organizations and neighborhoods.
- Preparation of a scoping study, preliminary designs, and final designs of Sections 2A, 2B, and 2C, including contract documents and implementation plan.
- Assistance with bidding and construction of multiple project phases.



Reference:

Mr. Keith Lovan, PE
KYTC Bike & Ped. Coordinator
Frankfort, KY 40601
(502) 782-5060
Keith.lovan@ky.gov

Project Status:
Final phase constructed 2023
Project Cost: \$30 Million +/-

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

INDIAN FORT TRAIL

City of Berea, KY

Banks Engineering and its Senior Engineer designed the 3.2-mile Indian Fort Trail, which links the eastern portion of the City's urbanized area with Indian Fort Theatre, an important and popular tourist site east of Berea that hosts, among other events, the annual Arts & Crafts Fair. Section 3 involves the design and construction of a 10-foot wide shared use path along Shortline Road and Blue Lick Road, connecting the previously constructed sections 1 and 2 to complete the route from the City to Indian Fort Theatre. Specific work included:

- Field surveys of the project corridor
- Development of alternate alignments that minimize property and utility impacts
- Public involvement meetings with affected property owners and community stakeholders
- Preparation of plans and specifications (contract documents) in accordance with the Kentucky Transportation Cabinet's Local Public Agency (LPA) requirements
- Designs for two "mid-block crossings" with signage and striping to promote safety for bicyclists, pedestrians, and vehicle drivers; these crossings were closely coordinated with KYTC
- Design and permitting for a low water crossing of a small stream
- Coordination with KYTC, local utilities, and City officials
- Preparation of right-of-way plats and descriptions to accommodate a future improvement project for Shortline Road
- Bidding and construction administration services

Project Status:
Final section constructed in 2018
Total project cost: \$980,000

Reference:

Mr. Tom Moreland
GIS / Trail Coordinator
212 Chestnut Street
Berea, Kentucky 40403
(859) 986-8792



The proposed trail was designed to minimize impacts on valuable trees



The project was recently constructed and was immediately popular with local users

SAFE STREETS FOR ALL (SS4A) ACTION PLAN

City of Corbin, Kentucky

Banks Engineering assisted the City of Corbin in acquiring a \$200,000 grant from the Federal Highway Administration (FHWA) to prepare an SS4A Action Plan to reduce the occurrence of serious accidents and fatalities in their multi-modal transportation network. Banks serves as prime consultant on the Plan development team, which includes City staff, the Cumberland Valley Area Development District (CVADD), and a national transportation firm for certain project elements such as crash data analyses.

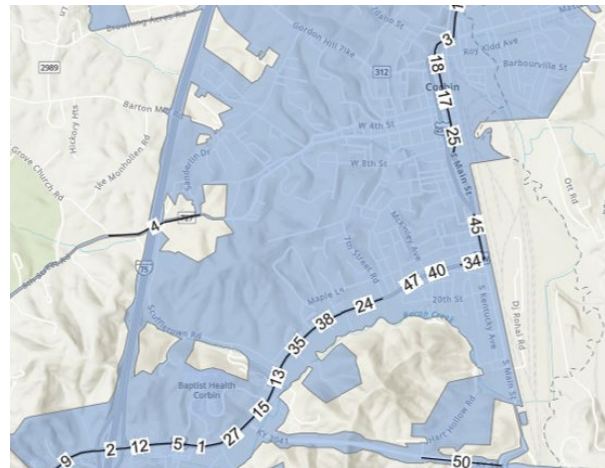
Reference:

Mayor Suzie Razmus
805 South Main Street
Corbin, KY 40701
(606) 523-6522
suzie.razmus@corbin-ky.gov

This project will focus the City's safety efforts on making impactful, systematic changes and the identification of high-impact projects that will reduce injuries and save lives. At the same time, this plan presents the opportunity for a commitment toward zero roadway fatalities and a safe systems approach to transportation planning.

The Action Plan development includes the following elements:

- Leadership Commitment to the program
- Planning Structure – a Steering Committee with monthly meetings
- Safety Analysis of the causes and contributing factors to crashes and injuries
- Public Engagement with the private sector, community groups, and stakeholders
- Equity Considerations – impacts to underserved populations
- Policy and Process Changes to revise policies, standards, etc. to improve safety
- Strategy and Project Selections – development of a prioritized list of projects and strategies to address safety issues
- Progress and Transparency through progress reporting and an online presence



The Action Plan will focus on City-maintained roads with significant crash histories.

Project Status:

Action Plan scheduled for completion in the fall of 2024.
Study Cost - \$200,000

SCAFFOLD CANE SHARED USE PATH

Berea, KY

Banks Engineering is designing approximately 3,200 linear feet of shared use path from downtown and the Berea College campus to residential areas, including the extension of a triple box culvert at Brushy Fork.

Reference:

Mr. Tom Moreland
GIS / Trail Coordinator
212 Chestnut Street
Berea, Kentucky 40403
(859) 986-8792

Scaffold Cane Road (KY 595) is a rural arteria extending south from “College Square” adjacent to Boone Tavern and the center of the Berea College campus. KY 595 links this busy area with athletic and agricultural facilities in the southern portion of the campus, a community park, and several residential areas. Vehicular volumes are relatively high and there are no current bicycle or pedestrian facilities, resulting in unsafe conditions for both of those transportation modes. The project scope being completed by Banks Engineering includes the following:

- Field surveys of the project corridor
- Plan and profile designs for 2,600 linear feet of 10’ shared use path and 600 feet of 8’ concrete sidewalk (adjacent to campus buildings)
- The extension of a triple barrel (12’x7’) box culvert extension at Brushy Fork
- Flood studies to confirm there will be no effect on the floodplain
- Stakeholder coordination with KYTC, local utilities, the City, and Berea College
- Preparation of plans, specifications, and bidding documents in accordance with the Kentucky Transportation Cabinet’s Local Public Agency (LPA) requirements
- Design and permitting for the stream crossing
- Preparation of right-of-way plats and descriptions
- Bidding and construction administration services

**Project Status:****Design completed in 2021****Project Estimate: \$850,000**

*The proposed trail will extend south from
Berea College and College Square*

SOUTH MILL and WEST DIXIE SIDEWALK PROJECT
London, KY

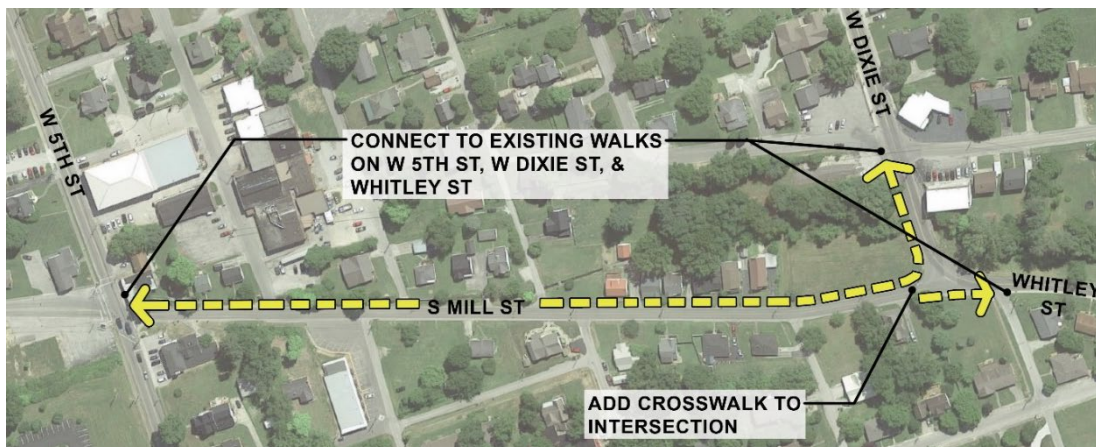
Banks Engineering designed approximately 1,400 linear feet of new sidewalk and drainage improvements along South Mill Street and West Dixie Street to provide safer travel for pedestrians along these corridors. Improvements to the stormwater system will be included, and decorative lighting will be provided similar to the lighting on an adjacent streetscape section of West Dixie Street.

Reference:

Mr. Rick Cochrane
Safety Officer
501 South Main Street
London, KY 40743
(606) 864-4169

Whitley Branch runs through the project corridor, and existing deteriorated drainage facilities (bridges for driveways and city streets and stream banks through residential yards) will be rehabilitated or replaced in the project. Specific work elements include:

- Field surveys of the project corridor
- Development of alternate alignments that minimize property and utility impacts
- Public involvement process with affected property owners and community stakeholders
- Preparation of plans and specifications (contract documents) in accordance with the Kentucky Transportation Cabinet's Local Public Agency (LPA) requirements
- Evaluation of the existing drainage facilities with recommendations for repairs and upgrades
- Design of box culverts, retaining walls, and safety railings
- Design and permitting for stream impacts and KYTC encroachments
- Coordination with KYTC and City staff
- Floodplain modeling and analyses to support a "No Rise" determination
- Bidding and construction services for the project



Project Status:
Pursuing funding for construction
Construction Estimate: \$1,200,000

*Project corridor showing connectivity
to existing sidewalks*

BICYCLE & PEDESTRIAN FACILITIES

Lexington, Berea, and Springfield, KY

Banks Engineering's staff has extensive experience managing bicycle and pedestrian facility projects consisting of shared use paths, bike lanes, and pedestrian sidewalks.

- **West Hickman South Trail, LFUCG** – Design and construction services for approximately 4,000 feet of a 12' shared use path in Veterans Park, connecting two existing trails
- **Indian Fort Trail Phases 1-3, Berea, KY** – Approximately 3.2 miles of 10' shared use path including an 80' bridge
- **Euclid Avenue Multi-Modal Improvements, LFUCG** – Development of multi-modal concepts and preliminary designs for over 6,000 feet of bicycle and pedestrian improvements along Euclid Avenue and Avenue of Champions including buffered bike lanes, widened sidewalks, and landscaping
- **Mike Haydon Hike & Bike Trail, Springfield, KY** – Designs for over 5,700 feet of shared use path, new sidewalks, and sidewalk improvements to enhance bicycle and pedestrian facilities throughout the community
- **Mayde Road - KY 595 Trail Connector, Berea, KY** – Over 2,000 feet of a 10' shared use path with an intersection design/crossing of the Berea Bypass
- **Woodland Triangle Intersection, LFUCG** – Mid-block intersection design adjacent to Woodland Park including raised medians improved pedestrian crosswalk safety
- **Citation Trail, LFUCG** – Design of approximately 3,000 feet of a 12' shared use path to link Citation Boulevard's trail to local parks and neighborhoods
- **Southland Drive Bike Lanes, LFUCG** – Addition of bike lanes along approximately 1 mile of urban roadway
- **Shared use paths included in other Berea roadway improvements:**
 - Mayde Road – 1.2 miles (urban)
 - Menelaus Road – 2 miles (urban)
 - Berea Bypass – 6.5 miles (rural)
 - US 25 Widening – 1.25 miles (urban)

References:

Mr. Tom Moreland
City of Berea
(859) 986-8528

Mr. Mark Feibes and
Mr. Thomas Clements
LFUCG Engineering
(859) 258-3410



AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

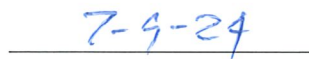
17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

Date

AFFIDAVIT

Comes the Affiant, Banks Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jason D. Banks, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Banks Engineering, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

4. Proposer has authorized the Division of Procurement 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.

JS
STATE OF Kentucky
COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jason Banks on this the 9 day
of July, 2024.

My Commission expires: 2-14-2028



**MICHELLE M. GIFFORD
NOTARY PUBLIC**

STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES 2-14-28
NOTARY ID# KYNP2798

Michelle Gifford
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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


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

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

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

Bidders

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



Signature

Banks Engineering, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Banks Engineering, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	7	7															
Superintendents																	
Supervisors																	
Foremen																	
Technicians	6	6															
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	14	13	1														

Prepared by: John B. Steinmetz / Senior Engineer Date: 7 / 9 / 24

(Name and Title)

Revised 2015-Dec-15

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

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

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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Banks Engineering, Inc.

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

Contact Name: John B. Steinmetz Title: Senior Engineer

Telephone Number: (859) 881-0020 Fax Number: _____

Email address: jsteinmetz@banksengineering.net



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 41-2024

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 Procurement 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. EHI Consultants 333 West Vine Street #300 Lexington, KY 40507 (859) 425-4881 holmes@ehiconsultants.org	MBE	Public involvement and design	TBD	TBD
2.				
3.				
4.				

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

Banks Engineering, Inc.
Company

7/9/24
Date

John B. Steinmetz, PE
Company Representative

Senior Engineer
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

7-9-24

Date

**Affirmative Action Program for
Women and Minorities**

**Banks Engineering
1211 Jessamine Station
Nicholasville, KY 40356**



KEY PERSONNEL

Jason Banks, President

Josh Banks, Vice President

FACILITY DATA

EIN 01-0925655

EEO-1 Number A123456

Dun and Bradstreet

831786863

NAICS 541330

SIC 8711

EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION POLICY STATEMENT

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

Banks Engineering is committed to the EQUAL EMPLOYMENT OPPORTUNITY POLICY and as part of the Affirmative Action plan will:

- recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, sex, religion, age, national origin, disability, or veteran status;
- base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the company's commitment to affirmative action and workplace diversity;
- ensure that all other personnel actions such as compensation benefits, company-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, sex, religion, age, national origin, veteran status, or disability;
- take affirmative action to ensure that minority group individuals, women, veterans of the Vietnam Era, qualified persons with a disability, and disabled veterans are introduced into the workforce and that these employees are encouraged to aspire for promotion and are considered, as promotional opportunities arise; and
- ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful by VEVRAA 503. 60-741.44 (a) and 503. 60-250.44 (a).

In keeping with the above commitments and policy, Banks Engineering will analyze its personnel transactions once a year to ensure equal opportunity for all individuals. As with any other company goals, management's performance regarding the Affirmative Action Program will be evaluated.

Banks Engineering will ensure that the intent and practice of this policy is carried out. The ultimate responsibility for fulfilling the intent of this policy, however, lies with every department head and supervisor.


Signature

4-9-22
Date

President
Title