

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CLARK DIETZ, INC. (**CONSULTANT**). **OWNER** intends to proceed with the Virginia/Red Mile/Forbes Trail Connectivity Safety Study in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional engineering and landscape architecture services for the city as contemplated in the **OWNER**'s Request for Proposal No. 22-2023. 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 engineering and landscape architecture services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 22-2023.

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 and landscape architecture 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

CONSULTANT shall perform professional services as hereinafter stated which include customary engineering and landscape architecture services incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 22-2023 (Exhibit "A"); Consultant's Response dated April 24, 2023 (Exhibit "B"); and Amended Scope of Work to Consultant Response (Exhibit "C").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 22-2023 (Exhibit "A"), the Amended Scope of Work to Consultant Response (Exhibit "C"), and Consultant's Response dated April 24, 2023 (Exhibit "B").

After written authorization to proceed with the **PROJECT**, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for

Proposal and the Amended Scope of Work. See Exhibits “A” and “C” for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 22-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES 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 Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a 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 "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including 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 Additional Services 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. **CONSULTANT** shall commence services no later than July 18, 2023 and shall complete the “Amended Scope of Work” on or before June 30, 2024. See Exhibit “A” and “C” (attached) 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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding \$149,000. The **CONSULTANT** will provide services outlined in Exhibit A.

5.2 Times of Payment.

5.2.1 CONSULTANT may submit monthly invoices for basic services or rendered work, based upon the **CONSULTANT'S** estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and percentage of work completed. The **LFUCG** shall respond to the invoice within thirty (30) days, either denying or making payment.

Submission of preliminary study	60%
Submission of draft final study	90%
Submission of approved final study	100%

5.2. 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 an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including 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 which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

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 or 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, to be provided under this Agreement. 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 concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 architects and 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 Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from a breach of the above-mentioned standard of care by the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, in its professional judgement, the information is accurate. Failure on the part of **CONSULTANT** to provide services in accordance with the standard of care may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

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**.

6.8. Access to Records.

The **CONSULTANTS** 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 contract period and for three (3) years from the date of final payment under the contract 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** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 22-2023, except for paragraph (3), are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service 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** 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

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their 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.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

ATTEST:

MEREDITH NELSON, COUNCIL CLERK

CONSULTANT (CLARK DIETZ, INC):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ as _____ for and on behalf of _____, on this the _____ day of _____, 20____.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #22-2023 Virginia / Red Mile / Forbes Trail Connectivity Safety Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 24, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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.

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(1). 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

SELECTION CRITERIA:

- 1) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **30 points**
- 3) Professionalism of the written proposal. **20 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**

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

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@orwbc.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@nwvoc.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 Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Excess/Umbrella Liability	\$1 million per occurrence
Professional (E&O) Liability	\$1 million per claim

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 (DOI). 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. 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.
- d. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Virginia / Red Mile / Forbes Trail Connectivity Safety Study Scope of Services

The Lexington Fayette Urban County Government (LFUCG), in coordination with the Lexington Area Metropolitan Planning Organization (MPO) and the University of Kentucky (UK), is seeking proposals from qualified firms for professional engineering and landscape architecture services to determine a preferred alignment for a continuous shared use path from the University of Kentucky in the vicinity of the intersection of South Limestone / Virginia Ave / Huguelet Dr to the intersection of Forbes Ave / West Main St / Leestown Rd near the Meadowthorpe Neighborhood. The study will evaluate trail alignments paralleling Virginia Ave, Red Mile Rd and South Forbes Rd and will recommend trail-related improvements for the intersections identified below to provide for safe pedestrian and bicycle crossings.

- South Limestone at Virginia Ave / Huguelet Dr
- South Broadway at Virginia Ave / Red Mile Rd
- Versailles Rd at Red Mile Rd / South Forbes Rd
- Old Frankfort Pike at South Forbes Rd
- West Main St / Leestown Rd at South Forbes Rd

Consultants must be prequalified with the KY Transportation Cabinet in Urban Roadway Design and Pedestrian & Bicycle Facility Planning & Design. Only consultants prequalified in these categories will be considered. It is desired that the team have experience in civil engineering, traffic engineering and landscape architecture and a proven history of executing successful trail projects in urban environments is desired.

BACKGROUND

The MPO's Regional Bicycle & Pedestrian Master Plan proposes a system of shared use trails and on-road bicycle facilities to provide connections for people of various skill and comfort levels to safely bicycle and walk throughout the Lexington Metropolitan Area. The system of "Major Bikeways" identified in the plan connects major destinations and is intended to provide a high degree of comfort and safety, attracting the greatest number of users, including children and other less skilled users that desire a high degree of separation between trail facilities and vehicular traffic. The Virginia / Red Mile / Forbes corridor is classified as a Major Bikeway, in part, due to the lack of cross-town roadway and trail connectivity between New Circle Road and Oliver Lewis Way. As such, it will be a critical linkage in the bikeway network and should be modeled after similar quality trails in Lexington including the Town Branch Trail and the Legacy Trail.

The University of Kentucky's 2020 Bicycle Master Plan calls for a shared use trail along the Virginia Avenue corridor between South Limestone and South Broadway and additional safety considerations at the Virginia/South Limestone/Huguelet intersection, including a shared use trail, green striped bike lanes, and a bicycle-priority signal. This corridor is of particular importance to the campus community because a large number of student housing-focused apartment buildings have been built along or nearby the corridor. The number of students who are walking, biking, and riding the Route 15 bus to campus has been increasing from developments including the Hub, Red Mile Village, the Wyatt, 524 Angliana, Newtown Townhomes, and the neighborhoods along North Elizabeth Street and off Export Street. The housing density along the corridor is expected to continue to increase in the future. Additionally, the UK campus will expand along Elizabeth Street and Press Avenue, increasing Virginia

Avenue's prominence as a major entry point to UK's campus. As such, the University wishes to ensure that the experience of all users, regardless of transportation mode, is safe and accessible.

FEASIBILITY STUDY

The Feasibility Study will include the following tasks. The desired products include preferred alignments, project concepts, recommended phasing and cost estimates.

- Task 1** Identify a preferred trail alignment that connects the University of Kentucky to student housing in the vicinity of South Broadway / Red Mile, to the Town Branch Trail near Old Frankfort Pike, and to the Meadowthorpe Neighborhood. Inclusion of typical sections, alignments & profiles will be part of this task along with identification of any significant engineering constraints associated with the trail and related intersection improvements.
- Task 2** Identify roadway and traffic-related improvements needed for greater multimodal safety in the vicinity of major intersections. The primary goal is to develop planning level alternatives for safe pedestrian and bicycle crossings, but concurrent opportunities to improve vehicular safety and traffic flow may also be presented. Freight movements along the corridor and at intersections near adjacent industrial properties is also a consideration. The consultant should provide a multimodal level of service analysis for proposed alternatives at the near- or over-capacity intersections.
- Task 3** Develop cost estimates and recommended phasing. Investigate the availability of right-of-way along the trail alignment and at major intersections, any property acquisition that may be needed, and the property owners affected. Calculate the estimated costs of design, right of way, utility relocation and construction.
- Since the corridor is lengthy and will require significant resources to complete, a secondary part of this task will be to identify and prioritize segments of independent utility which can be funded separately as resources become available.
- Task 4** Conduct public outreach efforts, including digital outreach, with an emphasis on reaching diverse audiences. The consultants will also engage the MPO's Bicycle & Pedestrian Advisory Committee and representatives of the University of Kentucky during the study.

SCHEDULE

A notice to proceed is expected in May or June 2023. The study should not exceed twelve months and will preferably be complete in nine months. The Consultant shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend a public and stakeholder involvement process and a maximum number of such meetings (i.e., separate from staff meetings, but the Consultant may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected consultant and negotiated to remain within the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably a computerized format that can be revised from time-to-time as needed.

FUNDING & METHOD OF PAYMENT

The project is 80% funded with federal Surface Transportation Block Grant funding dedicated to the Lexington MPO Area (STBG-SLX) and 20% non-federal match split equally between the Lexington-Fayette Urban County Government and University of Kentucky.

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant’s estimate of the portion of the total services actually completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. The LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment.

Regardless of the invoices submitted by the Consultant, the LFUCG shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule:

Submission of preliminary study	60%
Submission of draft final study	90%
Submission of approved final Study	100%

RELEVANT RESOURCES

Project Area Map (attached)

Lexington Area Bicycle & Pedestrian Master Plan

<https://lexareampo.org/wp-content/uploads/2018/04/BPMP-Master-Plan-Reduced.pdf>

The University of Kentucky Bicycle Master Plan

https://www.uky.edu/transportation/sites/default/files/UK_BikeMasterPlan-Book_Final.pdf

LFUCG Open Data Portal

<https://data.lexingtonky.gov/> Note: Questions regarding any additional data sets that your team wishes to confirm the availability of should be directed to the LFUCG Division of Purchasing.

DELIVERABLES

- A final digital report - PDF and desktop publishing file.
- One final presentation to the MPO Bicycle & Pedestrian Committee and Transportation Policy Committee.
- Data sets collected or created during the performance of the study including GIS files.
- Any public display materials or presentations in relation to the project.
- Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, GIS layers, final report, public display materials and presentations.

SUBMITTAL REQUIREMENTS

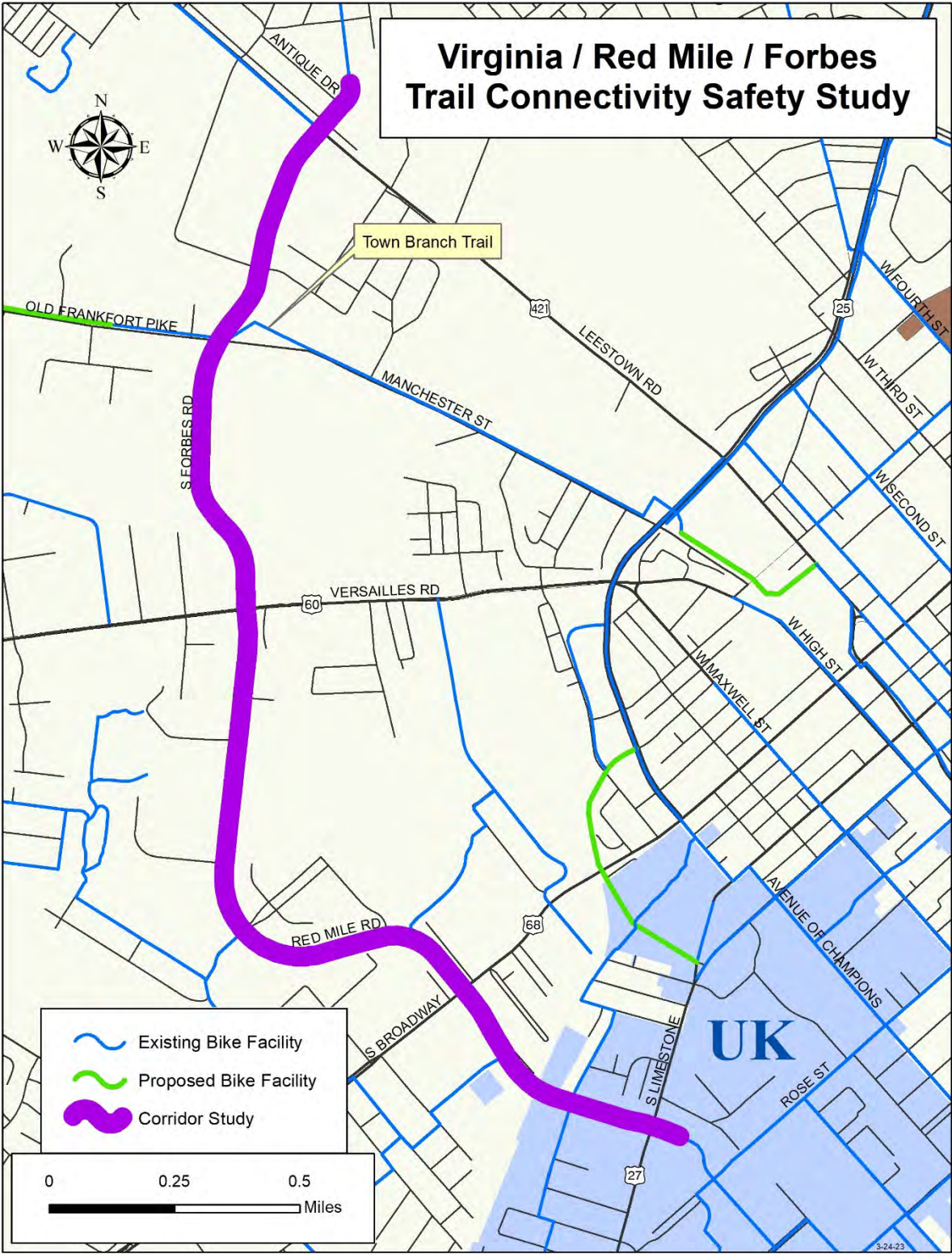
A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the Virginia / Red Mile / Forbes Trail Connectivity Safety Study . What unique ideas or experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm, with an emphasis on projects performed by the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm or teams based on their qualifications, level of knowledge and experience working on projects of similar scope and scale. A proposed fee shall not be included in the RFP response as LFUCG may not consider cost of services when evaluating consultant responses. Selection criteria include:

- 1) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **30 points**
- 3) Professionalism of the written proposal. **20 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**





LEXINGTON

RFP-22-2023
Clark Dietz, Inc.
Supplier Response

Event Information

Number: RFP-22-2023
Title: Virginia / Red Mile / Forbes Trail Connectivity Safety Study
Type: Request For Proposal
Issue Date: 4/3/2023
Deadline: 4/24/2023 02:00 PM (ET)
Notes: Please submit response in one pdf.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: ssone@lexingtonky.gov

Clark Dietz, Inc. Information

Contact: Ryan Hughes
Address: 1040 Monarch Street
Suite 200
Lexington, KY 40513
Phone: (859) 286-1140
Email: ryan.hughes@clarkdietz.com
Web Address: www.clarkdietz.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Ryan Hughes
Signature

ryan.hughes@clarkdietz.com
Email

Submitted at 4/24/2023 11:39:33 AM (ET)

Response Attachments

AAP forms-Clark Dietz.pdf

Affirmative Action Affidavits

RFP #22-2023 Virginia-Red Mile-Forbes Trail Connectivity Safety Study_Clark Dietz, Inc.pdf

Clark Dietz proposal - RFP #22-2023 Virginia/Red Mile/Forbes Trail Connectivity Safety Study

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, Clark Dietz, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Nathan Frey

STATE OF Illinois

COUNTY OF Champaign

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

by Nathan Frey on this the 19th day

of April, 2023.

My Commission expires: Sept 12, 2025



Melody L. Garland

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.

Nathan Feys

Signature

Clark Dietz, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Clark Dietz, 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	24	16	6	1						1							
Professionals	66	46	9	1	1	3			1	3	2						
Superintendents																	
Supervisors																	
Foremen																	
Technicians	35	29	4							2							
Protective																	
Para-																	
Office/Clerical	6		5				1										
Skilled Craft																	
Service/Maintena																	
Total:	131	91	24	2	1	3	1		1	6	2						

Prepared by: Joanna Cabaj, HR Generalist Date: 04 / 12 / 2023

(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: Clark Dietz, Inc.

Complete Address: 1040 Monarch Street, Suite 200, Lexington, 40513
Street City Zip

Contact Name: Ryan Hughes Title: Project Manager

Telephone Number: 859.286.1140 Fax Number: _____

Email address: ryan.hughes@clarkdietz.com

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 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.
- 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 MWDBE 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@orwbc.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 # 22-2023

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. Wiser Strategies	WBE	Communications / Public Outreach	Value of contract to be negotiated after consultant selection	10-15%, to be determined.
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.

Clark Dietz, Inc.
Company
April 19, 2023
Date

Ryan Hughes 
Company Representative
Project Manager
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 22-2023

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. not applicable					
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.

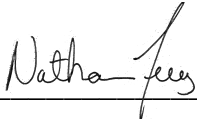
B. At Will Termination

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

February 19, 2023

Date

CLARK DIETZ, INC.

Affirmative

Action

Plan

2023

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HISTORY OF CLARK DIETZ, INC.

Clark Dietz Engineers, Inc. was founded in 1953. The firm grew to become one of the major engineering/design firms in the United States having six regional offices in five states with corporate headquarters in Urbana, Illinois.

A brief history of the firm's ownership follows:

From its founding in 1953 to 1969 the firm's principal owners were James Clark and Jess Dietz. In 1969 the firm was purchased by Richardson Company. The firm was purchased by Rollins Leasing in 1975, a Wilmington, Delaware based Corporation. CRS Group, Inc., an architectural firm in Houston, Texas purchased the firm in 1978. CRS Group purchased the engineering firm of J.E. Serrine in Greenville, South Carolina in 1984, hence the name was changed to CRS Serrine, Inc. (CRSS).

In 1987 CRSS offered the Urbana Office for sale to the employees. Eight employees exercised the option and incorporated the firm in Illinois under the name Clark Dietz, Inc. That same year the firm was moved from Urbana, IL to Champaign, IL. To date the firm is still privately held with offices in Champaign, IL, Chicago, IL, Kenosha, WI, Wausau, WI, Milwaukee, WI, Indianapolis, IN, New Albany, IN and Evansville, IN.

Clark Dietz, Inc. is a multi-discipline consulting engineering firm with expertise in the disciplines of environmental, transportation, structural, electrical, and mechanical. For over a quarter of a century Clark Dietz, Inc. has offered design services for railroads, bridges, structural design, water and air pollution control facilities, mechanical and electrical design, construction observation and management, dams and flood plain management projects, facilities planning, ports and harbors, and traffic engineering.

Clark Dietz, Inc. is registered to practice professional engineering in the states of Illinois, Indiana, and Wisconsin under the direction of John I. Boldt, President and CEO and registered professional engineer.

Clark Dietz, Inc. offices are located at 125 W. Church St. in Champaign, IL 61820 with branch office at 118 S. Clinton St., Suite 570, Chicago, IL 60606; 1815 S. Myers Rd. Suite 400 Oakbrook Terrace, IL 60181; 625 57th Street 6th Floor., Kenosha, WI 53140; 500 N. 3rd St. Suite 703 Wausau, WI 54403; 759 N. Milwaukee St., Suite 624, Milwaukee, WI 53202; 8900 Keystone Crossing Suite 475 Indianapolis, IN 46240; 120 W. Spring St. Suite 400 New Albany, IN 47150; and 21 SE 3rd St. Suite 705, Evansville, IN 47708.

STATEMENT OF PURPOSE AND SUPPORT FOR AFFIRMATIVE ACTION

In keeping with Title VII of the Civil Rights Act of 1964; Executive Order 11246; the Age Discrimination In Employment Act of 1967; the Vocational Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Act of 1974; the Pregnancy Discrimination Action of 1978; and the Illinois Human Rights Act of 1980, Title I of the Americans with Disabilities Act ("ADA") enacted in 1990, Clark Dietz, Inc. has established this written plan as a vehicle of support and practice of affirmative action.

The Company's equal opportunity policy applies to all persons without regard to race, sex, color, religion, national origin, ancestry, age, disability, military status, sexual orientation or any other classification protected by federal, state, or local laws.

In a letter to all Clark Dietz, Inc. employees, John I. Boldt, President and CEO stated:

"Each job applicant, and all present employees, will receive fair and equitable consideration in all matters pertaining to employment. Applicants will be considered for employment based upon criteria related to the job they would be expected to perform. Employees will receive equal treatment in the conditions and privileges of employment....Equal employment opportunity is a sound and just policy to which this Company is firmly bound. The realization of that goal has my full support."

It is the Company's policy to maintain a discrimination-free work environment for all employees. Part of maintaining a good working atmosphere includes freedom from harassment based on race, religion, or national origin as well as sexual advances. Therefore, it is important for all employees to know and understand that no form of harassment will be tolerated. Employees are urged to discuss questionable situations with their manager or personnel contact.

Applicants and employees who are disabled, disabled veterans or veterans of the Vietnam era are invited to identify themselves so they may be included in the Company's Affirmative Action Program. Submission of this information is voluntary.



January 2023

EQUAL EMPLOYMENT OPPORTUNITY

Clark Dietz, Inc. is an equal opportunity employer, and it is the policy of this company that all applicants and employees are entitled to equal employment opportunity. The company will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, national origin, ancestry, age, marital status, disability, veteran status or any other classifications protected by federal, state or local laws. As part of this policy, the company will (1) recruit, hire and train all applicants and employees in all job titles without regard to their race, religion, color, gender, sexual orientation, national origin, ancestry, age, marital status, disability, veteran status or any other classifications protected by federal, state or local laws (2) base employment decisions on the principle of furthering equal employment opportunity; (3) promote employees based upon job performance; and (4) insure that all personnel actions, such as hiring, probation, training, placement and employee development, promotion, transfer, compensation, benefits, layoff and recall, social and recreation programs, employee facilities, termination, and retirement will be administered without regard to race, religion, color, gender, sexual orientation, national origin, ancestry, age, marital status, disability, veteran status or any other classifications protected by federal, state or local laws.

Each job applicant, and all present employees, will receive fair and equitable consideration in all matters pertaining to employment. Applicants will be considered for employment based upon criteria related to the job they will be expected to perform. Employees will receive equal treatment in the conditions and privileges of employment.

Mr. Jon B. Howaniec, HR Director, has the overall responsibility to insure that Clark Dietz, Inc. is in compliance with this policy. Through both the establishment of and implementation of the company's personnel policies, Mr. Howaniec is directly responsible to me.

Clark Dietz, Inc. is committed to ensure non-discrimination at all levels within the organization. Management and supervisors are charged with the responsibility for carrying out the provisions of the plan. The cooperation and commitment of every employee is necessary in achieving effective and meaningful equal employment opportunity in every respect for all employees.

Equal employment opportunity is a sound and just policy to which Clark Dietz, Inc is firmly bound.

Wesley E Christmas, P.E.
President & CEO

COMMUNICATIONS – INTERNAL

Clark Dietz, Inc. policies are maintained on Clark Dietz, Inc. Intranet. All employees have access to the policies.

Clark Dietz, Inc. Equal Opportunity Statement signed by the Company's President is displayed prominently in all offices and is included in new employee packets.

The following posters are conspicuously displayed on Company bulletin boards in employee break room areas:

- "Equal Employment Opportunity is the Law" (OFCCP 1420)
- "Your Rights Under the FLSA" (WH1088)
- "Notice to Employees Working on Federal or Federally-Financed Construction Project" (WH1321)
- "Employee Polygraph Protection Plan"
- "Drug Free Workplace"
- "USERRA"
- "Family Medical Leave Act"

Application forms state that Clark Dietz, Inc. is an Equal Opportunity Employer. Candidates are invited to complete a voluntary self-identification form to help us analyze the effectiveness of the affirmative action plan in attracting a diverse candidate pool. This information is maintained in a separate file and is not shared with hiring managers or used in any way to make employment decisions.

The Company's EEO Policy is reviewed and updated by the Director of Human Resources when a law or regulation is changed or added that affects the policy.

Clark Dietz, Inc. subscribes to publications dealing with the latest personnel and legal changes as well as reports highlighting recent happenings in such areas as new legislation, government regulations, court cases, and professional surveys.

Clark Dietz Application for Employment

* Indicates a required field

Resume *

File name	Date submitted
-----------	----------------

+ UPLOAD ~

Files must be submitted in one of the following formats: .doc, .docx, .rtf, .txt, .ascii, .pdf, .html
All files must be smaller than 10 MB in size.

Cover Letter

File name	Date submitted
-----------	----------------

+ UPLOAD ~

Files must be submitted in one of the following formats: .doc, .docx, .rtf, .txt, .ascii, .pdf, .html
All files must be smaller than 10 MB in size.

Additional Files

File name	Date submitted
-----------	----------------

+ UPLOAD ~

Files must be submitted in one of the following formats: .doc, .docx, .rtf, .txt, .ascii, .pdf, .html
All files must be smaller than 10 MB in size.

We are an equal opportunity employer.
Qualified minorities, women, veterans and individuals with disabilities are encouraged to apply.

CONTACT INFORMATION

First Name *		Last Name *		Email Address *	
Primary Phone Number *	Type	Secondary Phone Number	Type		
	<input type="radio"/> Mobile <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Other		<input type="radio"/> Mobile <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Other		
Street Address *		City *	State or Province *		
Zip/Postal Code *		Country *			
		AFGHANISTAN			

GENERAL INFORMATION

What is the earliest date that you are available? *

MM/DD/YYYY

Are you at least 18 years of age? *

- Yes
- No

Are you able to perform the job duties for the position you are applying for either with or without a reasonable accommodation? *

- Yes
- No

Are you related to any employee at Clark Dietz, Inc? *

- Yes
- No

Are you able to travel as part of your job? *

- Yes
- No

What is your desired salary? *

Are you willing to relocate? *

- Yes
- No

If you are willing to relocate, please indicate the locations:

- Champaign, IL
- Chicago, IL
- Indianapolis, IN
- Kenosha, WI
- Milwaukee, WI
- New Albany, IN
- Wausau, WI
- Evansville, IN

Are you legally permitted or authorized to work in the U.S.? *

- Yes
- No

Do you now or will you in the future require sponsorship to work in the U.S. (ex: H1-B visa)? *

- Yes
- No

Do you hold a valid driver's license? *

- Yes
- No

Provide the name, title and telephone number of at least three individuals we may contact as references. Two references must be previous supervisors. +

List licenses and certifications that you have and/or organizations that you are affiliated with. +

List software or tools that you are proficient with or any special skills or training that you have. +

How did you learn about Clark Dietz? If you were referred by a specific person, please provide his/her name. +

WORK EXPERIENCE

Position Title *	Company Name *	Start Date	End Date
		MM/DD/YYYY	MM/DD/YYYY
Company City	Company State		
Reason for Leaving			
REMOVE ROW			

ADD ADDITIONAL ROW

EDUCATION

School or Institution *	Degree *	Major/Discipline *
	N/A	
Location	State	Did you Graduate? *
		<input type="radio"/> Yes
		<input type="radio"/> No
GPA		
REMOVE ROW		

ADD ADDITIONAL ROW

TERMS AND CONDITIONS:

Clark Dietz, Inc. is an equal opportunity / affirmative action employer. All employment decisions are made on the basis of merit and qualifications and without regard to race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, genetic information or any other classification protected by federal, state or local law.

Clark Dietz, Inc. participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

AUTHORIZATION AND RELEASE

I authorize full investigation of all statements and information contained in this application and other pre-employment materials I have offered to Clark Dietz for consideration, including but not limited to my resume. I also authorize full disclosure of my prior education and work records, including disciplinary records. If an offer of employment is made, Clark Dietz will conduct a post-offer background check including: criminal history, driving record, SSN verification and, if required for the position, a credit check. All employment offers are contingent upon favorable results of these inquiries.

I understand I have a right to request disclosure of the nature, scope and results of such inquiries. I understand that incomplete, false or misleading statements in this application or other pre-employment materials offered by me may result in refusal to hire or discharge from employment, if employment has commenced.

NO CONTRACTS OF EMPLOYMENT/EMPLOYMENT RELATIONSHIP

I understand that this application is neither an offer to enter into a contract nor a contract of employment. I recognize and agree that, if I am employed by Clark Dietz, such employment will not result in a contract for employment and that I or Clark Dietz may terminate my employment relationship at any time and for any or no reason. I further recognize that nothing contained in any documents published by Clark Dietz shall in any way modify these terms and acknowledge that these terms cannot be modified in any way by any oral or written representations made by anyone employed by Clark Dietz.

VOLUNTARY SELF-IDENTIFICATION FORM

Clark Dietz, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, genetic information or any other classification protected by federal, state or local law.

The information you will be asked on the Voluntary Self-Identification Form following this screen will be used only in the compilation of data for affirmative action reporting. Completion of this data is voluntary and will not affect your opportunity for employment or terms or conditions of employment, if hired. Thank you for your cooperation in completing this form.

READ THIS INFORMATION CAREFULLY

I hereby release Clark Dietz, Inc. any prior employer, school or credit/background reporting agency, including their agents, employees, representatives or attorneys from all claims and liability which may arise from the providing or use of any personal, employment, school or credit references, and from any obligation to provide me with written notification of such disclosure (except as may be required by law).

Please confirm you read and understand the above. *

I Agree

First and Last Name **Today's Date ***

_____ / /

VOLUNTARY SELF-IDENTIFICATION FORM

Clark Dietz, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, genetic information or any other classification protected by federal, state or local law.

The information you are asked on the following page will be used only in the compilation of data for affirmative action reporting. Completion of this data is voluntary and will not affect your opportunity for employment or terms or conditions of employment, if hired. Thank you for your cooperation in completing this form.

Race and Ethnicity *

- I choose not to self-identify at this time
- Hispanic or Latino
- White (Not Hispanic or Latino)
- Black or African American (Not Hispanic or Latino)
- Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)
- Asian (Not Hispanic or Latino)
- American Indian or Alaska Native (Not Hispanic or Latino)
- Two or More Races (Not Hispanic or Latino)

Definitions of race/ethnic categories:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

Gender *

- I choose not to self-identify at this time.
- Female
- Male

Veteran Status Pre-Offer *

- I identify as one or more of the classifications of protected veterans
- I am not a protected veteran
- I do not wish to answer

DRUG FREE WORKPLACE ACT

Under the Drug Free Workplace Act passed by Congress, any business or other organization receiving a contract of \$25,000 or more from the federal government for the sale of products or services must maintain a drug free workplace.

A written policy prohibiting the illegal presence of controlled drugs in the workplace has been distributed to all employees.

Clark Dietz, Inc. has established an ongoing awareness program for employees on the dangers of drug abuse in the workplace and of the employees' right to know about help that is available in combating drug problems.

DRUGS & ALCOHOL

In compliance with the Drug-Free Workplace Act of 1988, the Company is committed to providing a safe, productive work environment. Alcohol and drug abuse pose a threat to the health and safety of our employees and others. For these reasons, the company is committed to the elimination of drug use and alcohol abuse in the workplace.

WORK RULES

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. Whenever employees are working, operating a company or personal vehicle for work, or are on a job site they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing any illegal drug or drug paraphernalia.
- Being under the influence of an illegal drug.

Any illegal drugs or drug paraphernalia discovered on company premises or on the job site will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

DRUG TESTING

It is the policy of the Company to comply with our clients' work and safety rules. Some clients may require employees assigned to on-site projects to undergo drug screening. When this occurs employees who will be assigned to the project will be informed in advance.

PRESCRIPTION DRUGS

This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their manager. The Company will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce this if asked.

ALCOHOL AND COMPANY EVENTS

Employees are expected to act in a professional manner at all times while representing the Company. Alcohol use can impair judgment and cause health and safety problems. Therefore, excessive use of alcohol at any company sponsored function, including business travel, is prohibited. Moderate and responsible use of alcohol at company-sponsored functions, or in connection with business meals or entertainment is acceptable as long as it does not impair judgment or violate any laws governing blood alcohol level while operating a vehicle.

EMPLOYEE ASSISTANCE

The company will support employees who voluntarily seek help for drug or alcohol problems. Employees who seek assistance may be required to provide documentation that they are successfully following a prescribed treatment.

Employees who violate this policy or refuse to seek assistance for a substance abuse problem may be subject to corrective action, up to and including termination.

SEXUAL HARASSMENT

It is the Company's policy to maintain a discrimination-free work environment for all employees. Part of maintaining a good working atmosphere includes freedom from harassment based on race, religion, or national origin as well as sexual advances. Therefore, it is important for all employees to know and understand that no form of harassment will be tolerated. Employees are urged to discuss questionable situations with their manager or personnel contact.

A written policy prohibiting sexual harassment in the workplace has been distributed to all employees.

SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT

The company believes that every one of its employees has the right to be free from all forms of illegal harassment or intimidation such as harassment and intimidation based on race, color, religion, physical or mental handicaps, gender, sexual orientation, marital status, national origin, age or veterans status.

OVERVIEW

Sexual harassment is behavior of a sexual nature made by a person who knows, or reasonably should know, that such behavior is unwanted or offensive. Sexual harassment can involve males or females being harassed by members of either sex.

Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to interfere with an employee's job performance or create an intimidating, hostile, or offensive working environment. While sexual harassment encompasses a wide range of conduct, some examples may include (but are not limited to):

- Promising, directly or indirectly, an employee a reward, if the employee complies with a sexually oriented request; or denying, directly or indirectly, an employee an employment-related opportunity, if the employee refuses to comply with a sexually oriented request;
- Threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually oriented request.
- Engaging in physical contact or touching another employee in a way that is unwelcome.
- Making sexually suggestive verbal remarks or engaging in conversation that is sexually suggestive or may be deemed to be inappropriate.
- Displaying, storing, or transmitting pornographic or sexually oriented materials.
- Making sexual or romantic advances toward an employee and persisting despite the employee's rejection of the advances.
- Creating or contributing to an offensive environment, including the use of vulgar language, displaying sexually suggestive images or telling sexual stories or jokes.

Sexual harassment can be physical and/or psychological in nature. A series of incidents can constitute sexual harassment even if one of the incidents considered on its own may not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on company premises and whether or not the incidents occur during working hours.

REPORTING PROCEDURE

If an employee believes that he/she has been subject to or witnessed sexual harassment or any other forms of harassment or intimidation described above they should:

- Inform the other party that their conduct is un-welcome and request it to stop.
- Report the incident to their Manager or an Officer of the Company.
- Document the incident in writing and provide specific details as to what occurred, when and where it occurred and who was involved, including any witnesses.
- Provide written documentation to the HR Director.

All incidents of sexual harassment or inappropriate sexual conduct must be reported regardless of their seriousness. Publicizing information about alleged harassment without following the reporting procedures may be considered evidence of a vexatious intent on the part of the accuser. If an employee is made aware of another employee being harassed, this should also be reported immediately.

All reports of sexual harassment will be thoroughly investigated. Investigations will be conducted confidentially. During the course of an investigation information will be revealed strictly on a need-to-know basis. No retaliatory action will be taken against any employee who uses or participates in this complaint procedure.

Employees who violate this policy are subject to corrective action up to and including immediate termination.

Employee's Signature Date

Employee's Name (Print)

Clark Dietz, Inc.

COMMUNICATIONS – EXTERNAL

Clark Dietz, Inc. includes the statement "An Equal Opportunity Employer (M/F/H/V)" on recruiting advertisements placed in newspapers, publications and on the Internet.

The Company's Business Development Brochure states that Clark Dietz, Inc. is an equal opportunity employer. The Equal Opportunity Clause is bound in all specification documents produced by the firm.



Clark Dietz, Inc. is a Midwest based, employee owned, multi-discipline consulting engineering firm. We are a recognized leader in civil, environmental, structural, mechanical and electrical engineering. Our depth of talent across disciplines allows our staff the opportunity for professional growth and collaboration to serve our clients with innovative, sustainable solutions.

We currently have an opportunity for a **Civil Engineer** to join our **Chicago, IL** Transportation Department. The selected candidate will work as part of a team providing transportation planning and design services to a variety of state and local agencies in Illinois.

Position Requirements

- B.S. degree in Civil Engineering with 3.0 cumulative GPA; EIT is required.
- Must have a strong interest in the field of transportation engineering and a desire to learn and develop skills toward becoming a licensed Professional Engineer.
- A minimum of 3 years of previous transportation engineering experience is required.
- Demonstrated ability to learn and apply civil engineering fundamentals to academic or real world projects.
- Ability to learn and interpret IDOT BDE manual as well as AASHTO and MUTCD standards.
- Strong verbal and written communication skills with the ability to draft reports and make presentations are required.
- Ability to develop productive relationships with co-workers, client representatives and project partners.
- Previous experience with Microstation v8, GeoPak, ArcGIS, HCS and Synchro are desired. Proficiency with MS Office is required.
- Ability to travel and work extended hours as needed and perform other duties as assigned.

As an employee owned firm, Clark Dietz offers an excellent compensation and benefits package including: competitive base salary, staff bonus program, annual education budget, 401k, ESOP, ownership opportunity and comprehensive insurance benefits. Qualified candidates may apply at www.clarkdietz.com/jobs. To learn more about our firm please visit www.clarkdietz.com

EOE M/F/D/V

RESPONSIBILITY FOR IMPLEMENTATION

Jon B. Howaniec, Director of Human Resources, reports directly to Charles E. Craddock, President and COO. His duties include, but are not necessarily limited to:

Assisting management in collecting and analyzing employment data;

Developing policy statements, affirmative action programs, and recruitment techniques designed to comply with equal employment policies;

Complying with various statutory record keeping and notice requirements;

Preparing an annual review and summary of the Company's affirmative action program and the results achieved under these programs for submission to the President;

Assisting supervisory personnel in arriving at solutions to specific personnel problems;

Serving as liaison between the Company and government agencies, minority and women's organizations, and other community groups; and

Keeping management informed of the latest developments in the entire equal employment opportunity area.

Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter shall be referred to the Director of Human Resources.

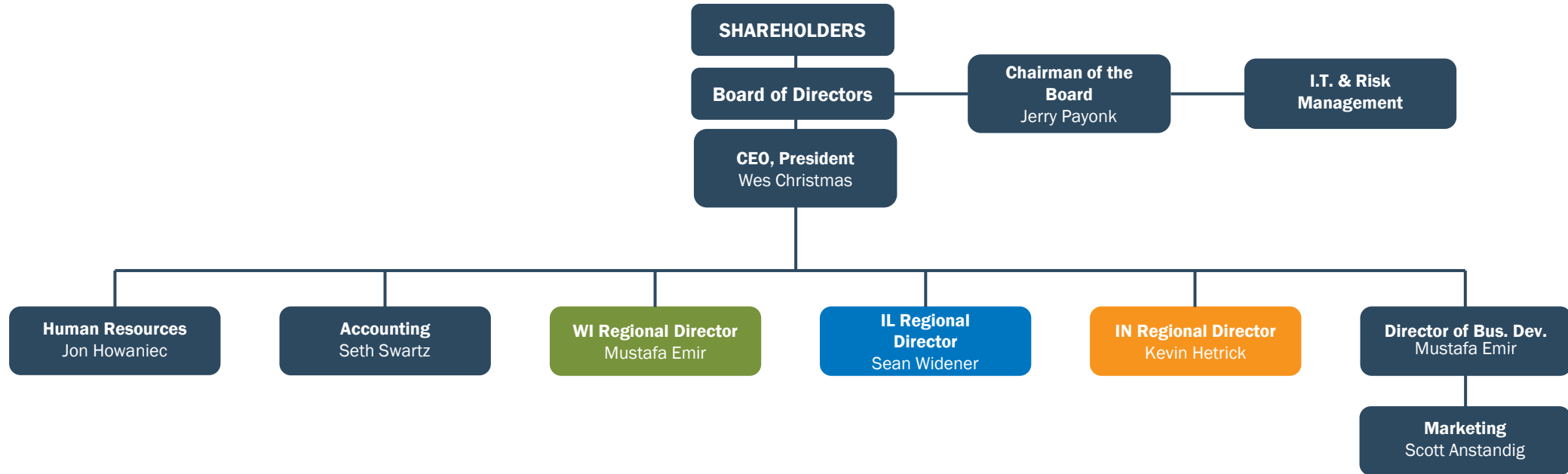
Distribution of the company's EEO Statement to all new employees.

ORGANIZATION CHART

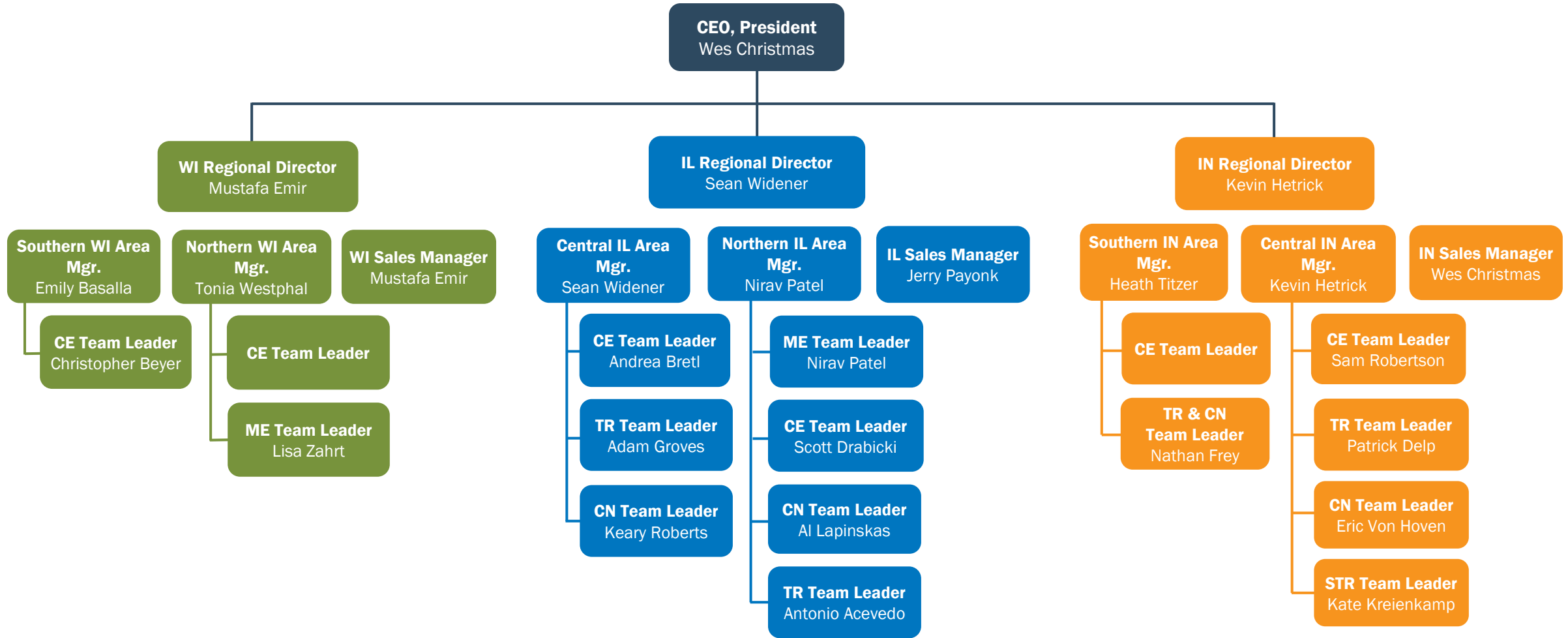
While overall authority for implementing this policy is assigned to the Director of Human Resources, an effective equal opportunity program cannot be achieved without the full support of supervisory personnel at all levels. An organizational chart depicting this structure is attached. Department managers are fully informed of this firm's dedication to equal employment opportunity, and are strongly urged to participate in an active role in achieving the goals and objectives stated herein.



2023 Firm Organization



2023 Firm Organization – Regional Leadership



DISSEMINATION OF POLICIES

A draft of all company policies is presented to the Board of Directors. Once approved, policies are distributed via e-mail to all employees. Clark Dietz, Inc. policy manual is available on its intranet. The dissemination of policies regarding equal employment opportunity and affirmative action planning shall be the responsibility of the Director of Human Resources. Clark Dietz, Inc. existing EEO policy is included in this manual, and will be evaluated annually, with revisions made as needed to achieve the goals and objectives stated herein.

At the discretion of the Director of Human Resources, department managers will be trained in policies and techniques regarding achieving affirmative action goals, as well as encouraged to participate in workshops or seminars regarding equal employment opportunity and affirmative action so they may most effectively participate in this firm's realization of affirmative action and equal employment opportunity goals.

Further, all employee communication media are utilized to keep employees and the public informed of this firm's commitment to affirmative action. Examples may include, but are not limited to, bulletin boards, discussions to orient new employees, in-house publications, and word-of-mouth all emphasize this firm's strong commitment to attempt to remove disparate effects of past discrimination.

EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the company to provide equal employment opportunity to all employees and applicants for employment. No person shall be discriminated against in employment because of race, religion, color, gender, national origin, ancestry, age, marital status, disability, veteran status or any other classifications protected by federal, state or local laws.

This policy applies to all terms, conditions, and privileges of employment including hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, layoff and recall, social and recreation programs, employee facilities, termination, and retirement.

The HR Director, who reports directly to the President, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. Duties include, but are not necessarily limited to:

- Assisting management in collecting and analyzing employment data;
- Developing policy statements and recruitment techniques designed to comply with the equal employment policy of the Company;
- Complying with various statutory record keeping and notice requirements;
- Assisting supervisory personnel in arriving at solutions to specific personnel problems;
- Serving as liaison between the Company and government agencies, minority and women's organizations, and other community groups; and
- Keeping management informed of the latest developments in the equal employment opportunity area.

Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal opportunity employment matter shall be referred to the Director of Human Resources.

While overall authority for implementing this policy is assigned to the HR Director, an effective equal employment opportunity program cannot be achieved without the support of management at all levels.

GOALS AND OBJECTIVES

It is the intent and desire of this company to afford all existing personnel and all applicants equal opportunity in all phases of employment and pre-employment. No person shall be discriminated against in employment because of race, religion, color, sex, age, national origin, or handicap.

This plan has been developed to achieve full and prompt utilization of minorities, handicapped persons, Vietnam era veterans, disabled veterans, and women at all levels within this company. The results of this plan are reviewed annually, and the plan modified as necessary to achieve the stated objectives. This plan will be evaluated and rewritten every five years.

All officials within this company, as well as employment and advertising agencies with whom this company transacts business are informed of this firm's commitment to affirmative action. In addition, every reasonable effort to contract outside services with protected class businesses will be made at all levels.

Workforce Analysis by Job Title, Race and Sex

As of: April 12, 2023

Job Categories	Overall Totals		White-Not Hispanic		Black or African American		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native		Two or More Races	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials and Managers	18	6	16	6			1		1					
Professionals	50	13	43	9	3		1	1	3	3				
Technicians	31	4	29	4					2					
Sales Workers	3	0	3											
Office and Clerical	0	6		5		1								
Craft Workers (Skilled)	0	0												
Operatives (Semi-Skilled)	0	0												
Laborers (Unskilled)	0	0												
Service Workers	0	0												
Total	102	29	91	24	3	1	2	1	6	3	0	0	0	0

POLICY FOR SUBCONTRACTORS

It is the practice of this firm that any subcontractors utilized by Clark Dietz, Inc. are aware of this firm's commitment to affirmative action. All subcontractors are expected to comply with equal opportunity legislation, and every effort to utilize subcontractors that qualify as minority, or woman-owned small businesses will be made.

ACCOMMODATION FOR THE DISABLED

Clark Dietz, Inc. will provide reasonable accommodations to persons with qualifying physical or mental disabilities, unless such an accommodation would cause the Company undue hardship.

CLARK DIETZ, INC. DIVERSITY INITIATIVES

Clark Dietz recognizes that our ability to provide innovative solutions is closely linked to cultivating a diverse workforce. We strongly believe that a diverse workforce fosters creativity, innovation and openness to new ideas. Our diversity strategy is focused on increasing the participation of minorities, women and veterans in the engineering field and includes the following three components:

1. Increasing the number of minority and female students who pursue engineering degrees in college.
2. Increasing the diversity of our applicant pool for current positions so we may increase the diversity of the company through hiring.
3. Teaming and partnering with minority owned firms on engineering projects.

As part of our ongoing efforts to increase diversity within the engineering profession, the company has established annual scholarships for minority students enrolled in undergraduate engineering programs at the following schools:

- University of Illinois at Urbana Champaign
- University of Wisconsin at Platteville
- Illinois Tech (IIT)
- Valparaiso University
- University of Wisconsin at Milwaukee

When internships are available in our offices, our current scholarship recipients are encouraged to apply and given preference for positions within their discipline.

We are proud of our commitment to building a more diverse workforce. We believe that supporting the next generation of engineers from under-represented groups will not only benefit our firm but also our profession and the clients we serve.

Virginia / Red Mile / Forbes Trail Connectivity Safety Study

Lexington-Fayette
Urban County Government

RFP #22-2023



ClarkDietz

Engineering Quality of Life®

LETTER OF INTEREST

APRIL 24, 2023

Lexington-Fayette Urban County Government
200 E. Main Street, 3rd Floor
Lexington, KY 40507

RE: Proposal - RFP #22-2023
Virginia / Red Mile / Forbes Trail Connectivity Safety Study

Dear Selection Committee,

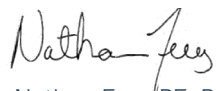
The proposed Virginia / Red Mile / Forbes Trail will serve as a critical north-south link within the City of Lexington's bikeway system. Clark Dietz has assembled a team with expertise and capacity to deliver a corridor study that will lay the foundation of the trail's development. WSP's traffic engineering and bicycle and pedestrian safety expertise will guide intersection design opportunities, and the local marketing experience of Wisser Strategies will lead effective public outreach. Our team's strengths include:

- Local and passionate professionals excited to contribute to Lexington's regional trail network
- A one-two punch of trail design and traffic safety experts in Clark Dietz and WSP
- The right experience to bring Complete Streets to life in Lexington

We know this trail offers many opportunities for the corridor, and we are excited to envision how to bring those to life. We thank you for the opportunity to submit the following proposal of services and look forward to assessing the project further.

Sincerely,

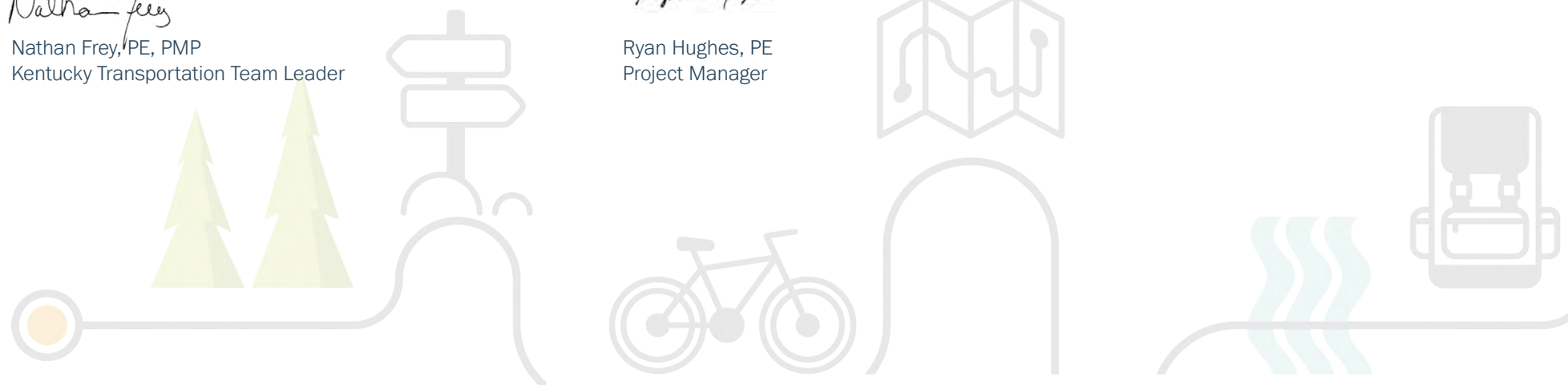
Clark Dietz, Inc.



Nathan Frey, PE, PMP
Kentucky Transportation Team Leader



Ryan Hughes, PE
Project Manager





We have a significant opportunity:
similar to our recently awarded
Monon South Trail project, we
can provide a unified trail design
language and connectivity across
multiple community contexts for
the Virginia/Red Mile/Forbes
Trail.

- Ryan Hughes, PE
Clark Dietz



EXECUTIVE SUMMARY

TEAM HISTORY	PAGE 11
TEAM STRUCTURE.....	PAGE 17
WHY THE CLARK DIETZ TEAM	PAGE 25
PROJECT EXPERIENCE & REFERENCES.....	PAGE 31
APPROACH, MILESTONES & TIMELINE	PAGE 45

In the following pages, Clark Dietz will detail our outstanding team and knowledge of the Virginia/Red Mile/Forbes Trail Connectivity Safety Study, showing why we are the right partner for the City of Lexington.

1. Specialized Qualifications, Experience, and Technical Competence

- Clark Dietz and WSP are prequalified with KYTC in Urban Roadway Design and Pedestrian & Bicycle Facility Planning & Design. Your Program Leadership, Ryan Hughes (Clark Dietz) is a Professional Engineer (PE) and Anne Warnick (WSP) is a PE as well as a Professional Traffic Operations Engineer (PTOE).
- Clark Dietz was most recently trusted for its Trail Design expertise with the award of the Monon South Trail Design & Construction Oversight contract, a 58 mile transformative multiuse rails-to-trails project in Southern Indiana.
- The Wisser Strategies team led extensive community outreach for the Legacy Trail, where they used innovative approaches to obtaining public input. The team provided trail branding and assisted with the reveal and project launch.

2. Familiarity with the Details of the Project

- We completed a preliminary opportunities and challenges exercise for the corridor and then flew the site with a drone.
- Trail Design Experts Clark Dietz will be responsible for Task 1: alignment and typical sections; Traffic Safety Experts WSP will lead Task 2: roadway and traffic improvements. Clark Dietz will develop cost estimates and detailed phasing in Task 3 and will team with Wisser Strategies in Task 4: public outreach.

3. Professionalism of the Proposal

- Clark Dietz has developed a clear strategy within our proposal beginning on page 45, and we have incorporated the use of drone imagery taken in April 2023.
- We understand the long term vision of this project: a system of shared use trails and on-road bicycle facilities to provide connections for Lexington residents. The Virginia/Red Mile/Forbes corridor will provide a critical linkage in the bikeway network.

4. Past Record and Performance

- Clark Dietz has a long history of serving municipal clients for planning, design, and construction of all types of projects, including the example trail design projects beginning on page 31.
- Our clients tend to say it best: *“Clark Dietz proved time and time again their ability to meet our needs by collaborating with staff, engaging the public, and implementing feedback from all parties to create a pragmatic study that should prove routine to carry out and bring to construction. Clark Dietz takes ownership of their product and will continue to act as lead partners throughout the entire process, they’ve proven to be an invaluable asset and the Town of Clarksville would not hesitate to hire them again.”* -Nic Langford, Town of Clarksville, IN





Communities that are walkable and bicycle friendly have stronger local economies, better air quality, improved public safety and citizens that are more active socially and physically.

- Lexington Area Metropolitan Planning Organization



SEC 1

OUR TEAM'S
**HISTORY &
COMMITTMENT
TO THE FUTURE**

OUR HISTORY

Clark Dietz, Inc. is a multi-disciplined consulting engineering firm operating from offices in Illinois, Indiana, Kentucky and Wisconsin. Our primary areas of service include civil and environmental infrastructure, transportation, structural, mechanical, and electrical engineering.

Our roots go back to the 1940's to three University of Illinois Engineering professors; James Clark, Eugene Daily, and Jess Dietz. These three formalized their association by incorporating in 1953. By the late 1970s Clark Dietz was a recognized leader among Midwest-based civil engineering companies serving clients from seven regional offices. The original owners sold the firm and it was ultimately owned by CRS Sirrinc, one of the nation's largest engineering and architectural firms. Through an employee buy-out of the Champaign office and the name, Clark Dietz again became a privately held corporation in 1987. Employee ownership has been a key factor in the success of the firm, with approximately 30 percent of current employees now owning stock in the company and all employees participating through an ESOP. Today Clark Dietz employs more than 100 professionals in 11 offices.

Clark Dietz has had a presence in Kentucky since 2018 when the New Albany office expanded its reach into Louisville. Our involvement in Kentucky ramped up in 2020 when Ryan Hughes opened a new office in Lexington. Nathan Frey, who lives in Somerset and previously worked for a Kentucky consulting firm, joined Ryan in Lexington in early 2022. Clark Dietz is prequalified with the Transportation Cabinet in a wide variety of areas. Additionally, Clark Dietz has active memberships in ACEC-KY and NSPE-KY and members engage with multiple Area Development Districts. Ryan has remained active on the Lexington Area MPO's Bicycle and Pedestrian Advocacy Committee since 2020.



DIVERSITY

We are proud of our diverse professional staff. Approximately 30 percent of our workforce consists of minority or female employees; they also represent over 30 percent of our shareholders. Additionally, we have established annual scholarships for minorities with the University of Illinois at Urbana-Champaign, University of Illinois at Chicago, University of Wisconsin-Platteville, Purdue University-IN, and the Rose-Hulman Institute of Technology.

SUSTAINABILITY

Nature's most precious assets need our protection and we take this responsibility seriously. Our specialists in environmental science and green infrastructure thoroughly assess the impact a design may have on energy consumption, waterways, habitat, vegetation, and water quality. At Clark Dietz, we are fully committed to optimizing the benefits of sustainability in every solution we design.

OUR LOCATIONS

LEXINGTON, KY

1040 Monarch Street, Suite 200
Lexington, KY 40513
859.286.1140

Champaign, IL
Chicago, IL
Oakbrook Terrace, IL
Evansville, IN
Indianapolis, IN

New Albany, IN
Louisville, KY
Kenosha, WI
Milwaukee, WI
Wausau, WI

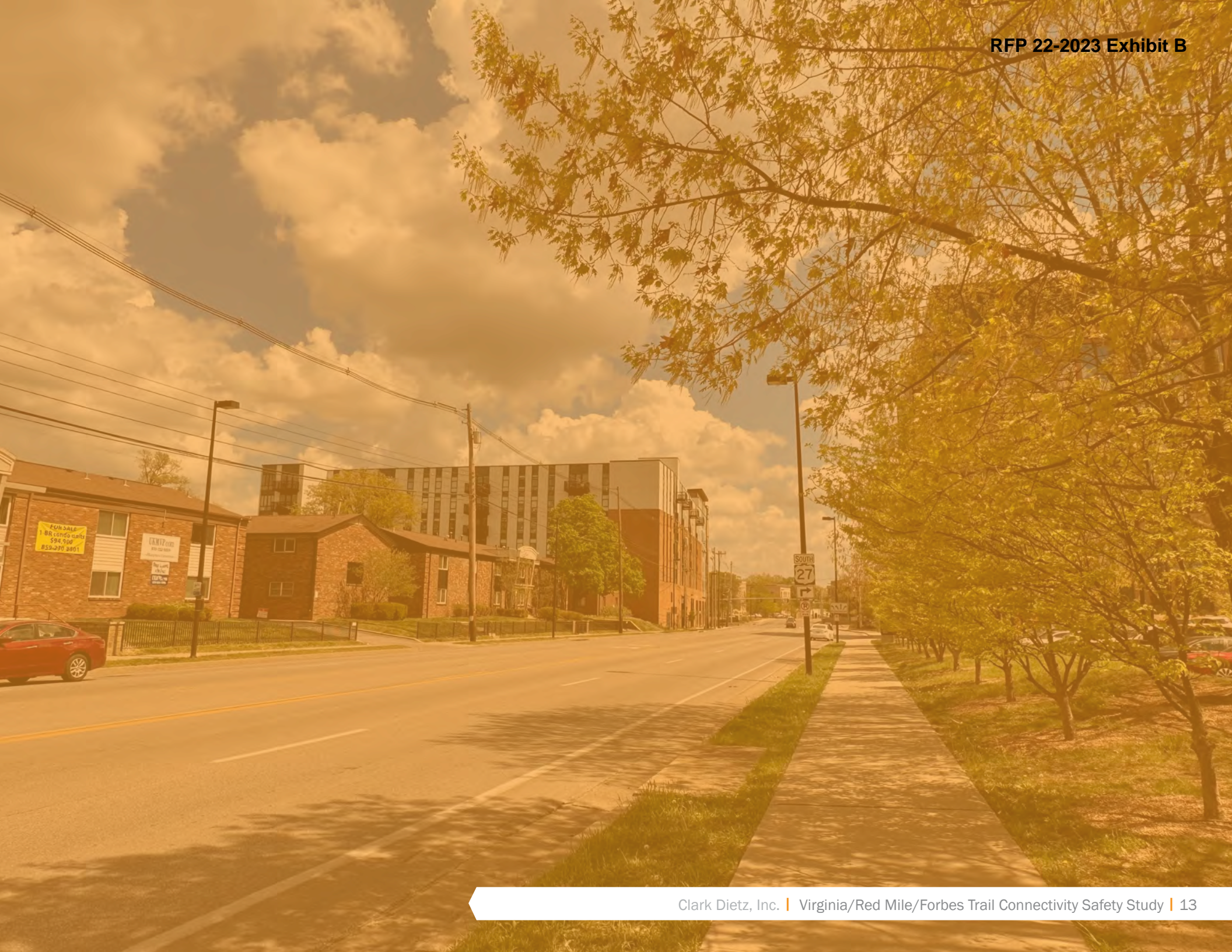


WSP USA Inc. is one of the world's leading professional services consulting firms, providing services designed to transform the built environment and restore the natural one. WSP was ranked #1 in ENR Magazine's 2022 List of Top 225 International Design Firms for the second consecutive year.

WSP Lexington has been based here for over 25 years with over 50 staff and growing; serving LFUCG, KYTC, Louisville Metro, and numerous other local agencies and clients. We are a recognized leader in transportation/urban planning and design and bring experiences from all over the world back to our clients to improve the lives for the residents and communities we work in. WSP's local staff have dedicated their careers to urban planning, complete streets, and working towards zero deaths and more equitable approaches for our projects.



Wiser Strategies is a marketing and creative services firm located in downtown Lexington. This firm specializes in public input, media relations, digital media, content, and copywriting. We specialize in four different industries: government, associations and non-profits, business to business and professional services, healthcare, and energy, environment and infrastructure. Clients have included LFUCG, LEXPARK, Kentucky Medical Association, Lexington Emergency Management, Kentucky American Water, Legacy Trail, I75- Connector, The City of Nicholasville and the Kentucky Small Business Development Center (SBDC). Started in 2012, the Wiser team has since grown to over 10 trusted employees and contractors. We are Kentucky proud.





People of all ages and abilities will have access to comfortable and convenient walking and biking routes, resulting in true mobility choice, improved economic opportunity, and healthier lifestyles.

- Lexington Area Bicycle and Pedestrian Master Plan

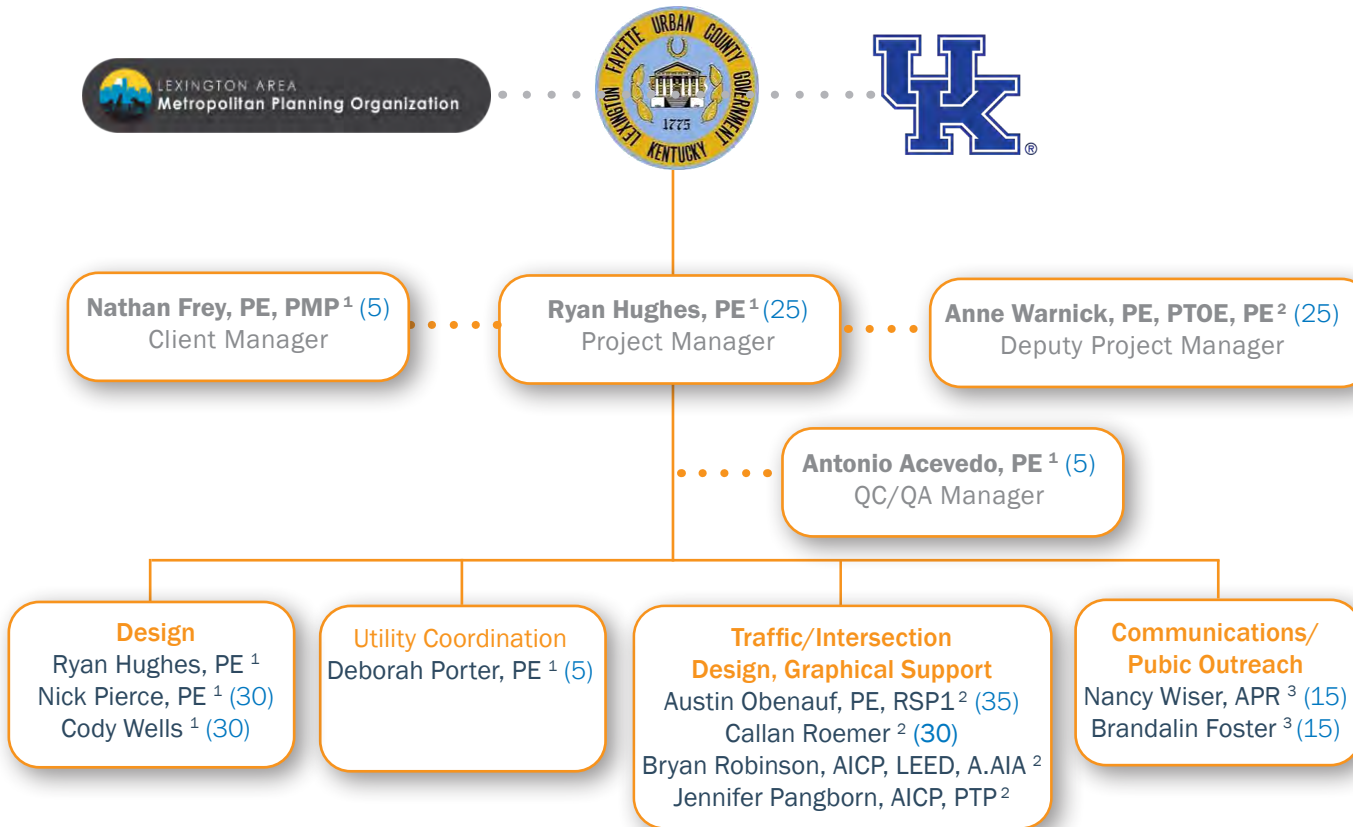


SEC 2

TEAM STRUCTURE **RESUMES,** **ORGANIZATION,** & AVAILABILITY

TEAM IDENTIFICATION

Clark Dietz has assembled a high capacity, full service team for successful delivery of the Virginia / Red Mile / Forbes Connectivity Safety Study.



(% of time committed to this project)



PROJECT TEAM

¹ CLARK DIETZ

Lead Project Management and Design

² WSP-

Traffic Engineering, Intersection Design, Graphical Support

³ Wisner Strategies

Communications / Public Outreach

OFFICIAL CONTACT PERSON

Ryan Hughes, PE
 ryan.hughes@clarkdietz.com
 o: 859.286.1141
 c: 502.381.3050

AUTHORIZED NEGOTIATOR

Kevin Hetrick, PE
 kevin.hetrick@clarkdietz.com
 Regional Manager
 o: 317.808.3136
 c: 317.847.0879

WE'RE READY

Our motto at Clark Dietz is “Engineering Quality of Life,” and we couldn’t think of a better project to demonstrate the ideals and values we work towards every day.

To that end we’ve assembled the consultants, and most importantly the people, who will ensure success. Starting with our Project Manager, Ryan Hughes, each member of our team has been selected for their individual strengths.

Ryan will serve as Clark Dietz’s primary point of contact to LFUCG and project stakeholders, guiding the team towards a study that provides for your goals and desired end-product.

Working side-by-side with Ryan will be Deputy Project Manager Anne Warnick, bringing her traffic and planning expertise. Nancy Wiser will serve as the team’s public outreach lead. As the primary creative power behind the Virgilia/Red Miles/Forbes Trail Study, Ryan and Anne will ensure that the valuable work and planning by the LFUCG, MPO, and University of Kentucky, and a continued prioritization of local needs, is carried through to the final deliverables.



RYAN HUGHES, PE
PROJECT MANAGER
CLARK DIETZ

Mr. Hughes is a passionate bicycle and pedestrian advocate with a range of multimodal transportation planning and design experience. He is an outstanding communicator who works diligently to understand and deliver a client’s needs. Ryan served as project manager for the Monon South Visioning Study. Additionally, Ryan’s recent work performing multi-modal transportation planning, modeling, and engineering provide the skills to oversee all aspects of this Project.

Ryan’s career in transportation has seen him balancing time leading the early planning phases of projects, overseeing final design, and observing construction as an inspector. For example, he currently serves as project manager for the development of the Clarksville, IN Thoroughfare Plan, a planning document that assesses the Town’s existing transportation system and establishes goals for investment and enhancement of the system moving forward. This involves educating community stakeholders, elected officials, and the general public on the nuances of the transportation planning process. At the same time, Ryan is project manager for multiple traffic signal and intersection improvement design projects, and he is adept at applying engineering fundamentals and design guidelines to deliver effective project deliverables. Recent project experience includes:

- Monon South Greenway Visioning Study, Mitchell, Orleans, Saltillo, Campbellsburg, Salem, Pekin, Borden, IN
- Corridor Study - Brown’s Station Way, Clarksville, IN
- Wilbur Wright Rails to Trails Conversion, Mooreland, Henry County, IN
- Greenbelt Bikeway Trail Connection, Champaign, IL
- Thoroughfare Plan, Clarksville, IN
- Community Crossing Matching Grant Projects, Orleans, IN
- Boden Road and 166th Street Roundabout Design, Noblesville, IN



ANNE WARNICK, PE, PTOE
DEPUTY PROJECT MANAGER
WSP

Anne Warnick is a traffic and planning engineer. Her experience includes simulation model development, traffic forecasting, traffic engineering and data collection, and corridor planning projects. She has prepared studies through traffic and planning while being the project manager for multiple KYTC contracts, including the statewide traffic and statewide planning on-call contracts. Recent project experience includes:

- Louisville Complete Streets Guide, Louisville, KY
- Imagine Nicholasville Road / US 27 Coordinated Land Use Plan and Transportation Study, LFUCG, Lexington, KY
- Preston Corridor Plan
- US 62 Corridor Study

OUR TEAM



ANTONIO ACEVEDO, PE
QA/QC
CLARK DIETZ

Antonio is a project manager and project engineer on Phase I studies and Phase II designs. Antonio's areas of expertise include geometric highway design, traffic capacity analysis, traffic signal design, recreational trails, ADA improvements, alternatives analysis, public involvement, crash analysis, and intersection and interchange design studies. A trained, experienced meeting facilitator, Antonio is skilled in creating 3D renderings and visualizations to facilitate projects with public involvement and input. Antonio is also a licensed drone pilot, utilizing drone technology to create 3D models, capture aerial imagery, and collect survey data.

- Corridor Study - Brown's Station Way, Clarksville, IN
- Ditch Road Shared-Use Path, Between 106th and 116th, Carmel, IN
- Greenbelt Bikeway Trail Connection, Phase 2, Champaign, IL
- Poplar Avenue Bike Trail Extension, Phase I, Richton Park, IL



DEBORAH PORTER, PE
UTILITY COORDINATOR
CLARK DIETZ

Deborah has extensive experience managing several utility coordination projects under INDOT on-call contracts and performing utility coordination services for Clark Dietz's INDOT and Local Public Agency projects. She is certified through INDOT to perform Utility Coordination services and has served as an instructor for the INDOT Utility Coordinator Training and Certification Program, and is the Chair for the ACEC Indiana 811 Subcommittee. Deborah is experienced in project scheduling, meeting facilitation, liaison with the client, utility representatives, and designers, agreement preparation, utility relocation review, and review of contract documents as it relates to utility coordination.

- 71st Street Multi-Use Path, Cricklewood Rd. to Hague Rd., Indianapolis, IN
- Eastside Trail Design and Construction, Santa Claus, IN
- Ditch Road Shared-Use Path, Between 106th and 116th, Carmel, IN
- 126th Street Multi-Use Trail, Carmel, IN
- 136th Street Path Design (Smokey Row Rd), Carmel, IN
- Haverstick Road Path, 96th to 99th Street, Carmel, IN
- Lincoln Discovery Multi-Use Trail, Santa Claus, IN
- Westside Connector Roadway & Trail, Santa Claus, IN
- 106th Street Trail, Carmel, IN



NATHAN FREY, PE, PMP
CLIENT MANAGER
CLARK DIETZ

Nathan is a project manager with experience ranging from small-town reconstruction roadway projects to bridge replacement projects. He has been responsible for managing the schedule, scope and budget of dozens of projects within the state of Indiana. Nathan spent 12 years serving the Seymour District of INDOT. After leaving INDOT, Nathan served as the City engineer for the City of Seymour. Nathan can draw on this experience to successfully deliver your project.

- Wilbur Wright Rails to Trails Conversion, Mooreland, IN
- Haverstick Road Path, 96th to 99th Street, Carmel, IN
- Fort Jesse Road Intersection Improvement, Normal, IL
- Monon South Oversight of Trail Design & Construction, Washington County, IN
- Haverstick Road Path, 96th to 99th Street, Carmel, IN



NICHOLAS PIERCE, PE
LEAD DESIGNER
CLARK DIETZ

Nick is an experienced civil engineer that has provided support in field investigations, existing conditions analyses, capacity analyses, utilities and infrastructure analyses, transportation analyses, and cost estimating. His experience includes working on commercial, local agency and State projects. Nick also has permitting experience and is proficient in Microstation. Nick most recently served as lead designer for the Wilbur Wright Rails to Trails Conversion, a 2.6 mile trail in Mooreland, IN.

- Wilbur Wright Rails to Trails Conversion, Mooreland, Henry County, IN
- Haverstick Road Path, 96th to 99th Street, Carmel, IN
- Fort Jesse Road Intersection Improvement, Normal, IL
- Thoroughfare Plan, Clarksville, IN
- Main Street, East 5th to State Design, New Albany, IN /
- Origin/Grand Park Parking Lot & Road Design - Phase 1, Jeffersonville, IN
- 3rd Street Improvements Design - Ph I, Huntingburg, IN



CALLAN ROEMER
VISUALIZATION
WSP

Callan is a landscape designer, planner, and cartographer with seven years of experience in the public and private sector. She has worked on a variety of project types including: site design, site suitability analyses, master plans, NEPA documentation, and cultural resource preservation documentation. Callan's personal aims as a landscape/urban designer revolve around the human connection to space, as it relates to accessibility, equity, and sustainability. Her technical specialties are anchored in the application of geospatial analyses to holistically understand the unique opportunities and challenges of a project site, and to utilize those analyses throughout the site planning and design process.

- SR-167 Roadside Restoration, WA
- Union City Bridge, Union City, GA
- Oklahoma Avenue Multimodal Improvements Renderings, Milwaukee, WI
- Grove Street Overcrossing; Marysville, WA



BRYAN ROBINSON
URBAN DESIGN
WSP

Bryan is an urban design lead and project manager with almost two decades experience in architecture, urban design, planning, and economic development in both the public and private sector. He manages a team of five experienced landscape architects that focus on the softer, greener side of urban design and public space planning and coordinates with the National Urban Design Practice. His personal interest center around the planning, design, strategies, and policies that create more equitable, walkable, and livable communities. His technical specialties include urban design, TOD, complete streets, and form-based codes.

- Imagine Nicholasville Road/US27; Lexington, KY
- Preston Corridor Master Plan, Louisville, KY
- McHenry County Connection; McHenry County, IL
- Innovation Mile Master Plan; Noblesville, IN
- Route 115 / Natural Bridge Complete Streets Evaluation; St. Louis County, MO



AUSTIN OBENAUF, PE, RSP1
SAFETY + DATA
WSP

Austin is a "people first" transportation planner, transportation engineer, and road safety professional. Austin is currently the deputy project manager for the KYTC Statewide Highway Safety Improvement Program, emphasizing his passion for safety along Kentucky corridors. He provides insight on multimodal data as a data expert and brings his passion for running into multimodal planning and design. Austin currently resides in Winchester, Kentucky, frequently working and spending time in and around Lexington.

- Imagine Nicholasville Road / US 27, Lexington, KY
- Louisville Complete Streets Manual Development, Louisville, KY
- Preston Corridor Plan, Louisville, KY
- McHenry County Bicycle/Pedestrian Master Plan, McHenry County, IL



JENNIFER PANGBORN, AICP, PTP
TRANSPORTATION PLANNER
WSP

Jennifer focuses on improving communities through transportation and connecting people to places. She brings logical problem solving to the project process, with a focus on innovative, safe, and sustainable multi-modal transportation solutions to improve the quality of life for residents of all communities. Jennifer has also focused on planning for the life cycle of projects during project development, including how projects will operate and be maintained after implementation. In recent years, Jennifer has worked to include tactical urbanism into the phasing of transportation projects, with the realization that this unique approach allows for modifications to be made to the design and to fill the gap for improvement till funding can be found. Jennifer has successfully incorporated Vision Zero and Future Ready into her planning projects, further pushing innovation within transportation projects.

- Preston Corridor Complete Streets Framework Plan, Louisville, KY
- Hodiadmont Greenway Mobility & Traffic & Conceptual Design Study, St. Louis, MO
- McHenry County Connection Bicycle & Pedestrian Action Plan, McHenry County, IL
- Louisville East Urban Core Neighborhood Connectivity and Mobility Study, Louisville, KY



NANCY WISER, APR
PUBLIC OUTREACH LEAD
WISER STRATEGIES

Nancy is most in her element when analyzing, developing or managing strategic communication programs and counseling top executives. In her 30 years as a consultant, clients have included a range of businesses, governments and non-profits.

Nancy is President of Wiser Strategies, a marketing and creative services firm in downtown Lexington. Her firm specializes in public and media relations, writing, digital media, research and public input. The firm has an expertise in the energy, environment, and infrastructure sectors.

Nancy has been a leader in the Public Relations Society of America throughout her career. She is a member of the prestigious College of Fellows and the Counselors Academy and is the youngest member inducted into the Thoroughbred Chapter's Hall of Fame. Nancy has presented nationally and regionally on such topics as marketing, issue management, media relations, customer satisfaction, and research. Client examples:

- Kentucky Office of Highway Safety
- Kentucky Transportation Commission
- Legacy Trail
- Lexington Fayette Urban County Government
- Lexington Emergency Management



BRANDALIN FOSTER
COMMUNICATIONS STRATEGIST
WISER STRATEGIES

Brandalin brings 10 years of experience and a unique talent for creative solution-finding to the Wiser Strategies team. Brandalin has worked with a wide range of businesses and nonprofits offering her expertise in creative services, engaging communication, and management of strategic plans.

Prior to joining Wiser Strategies, Brandalin was the Marketing and Communications Manager at Lexington Habitat for Humanity. During her time in the housing sector, especially throughout COVID-19 and the subsequent affordable housing shortages, Brandalin exercised her talents in real-time crisis communication and skills related to emergency management such as the ability to remain calm under pressure, excellent critical thinking, media relations, public input, and the flexibility to make quick decisions as situations change and develop. Client examples:

- LEXPARK
- City of Nicholasville
- Lexington Habitat for Humanity and ReStore
- OWL Foundation
- Lexington Manufacturing Center
- The Well of Lexington



Virginia Avenue is a valuable connection from the University of Kentucky campus to the neighborhoods surrounding it to the west.

[A north side shared-use path] would provide a continuous, separated, and comfortable connection from campus to and through the neighborhoods to the west.

- The University of Kentucky
Bicycle Master Plan



SEC 3

WHY?

**CLARK DIETZ,
WSP & WISER
OUR TEAM'S DIFFERENCE**

WHY IS THIS PROJECT MEANINGFUL TO US?

Clark Dietz takes great pride that our work improves the communities in which we live, work and play. In the pursuit of excellence, we will strive to differentiate ourselves from others by addressing your priorities.

The City of Lexington wants a local, passionate team.

Clark Dietz holds the value of Community close to our hearts, and we will never miss an opportunity to Engineer Quality of Life for our fellow residents. Clark Dietz, WSP, and Wisser Strategies all have offices in Lexington with staff who are invested in their communities.

Demonstrating our devotion to LFUCG's goals, Clark Dietz's Project Manager, Ryan Hughes, is an active member of the Metropolitan Planning Organization's Bicycle and Pedestrian Advisory Committee (BPAC). Ryan feels that the BPAC's focus of influencing a safe trail network for all users is essential for the region. Similarly, WSP's Austin Obenauf is passionate about BPAC's charter. Austin has run on the proposed corridor and is excited about the potential benefits to be realized during this study.

Wisser Strategies team members live near the trail and know how this project would improve the quality of life for residents. Nancy Wisser is a Lexington Center Corporation Board Member and has served multiple terms on the Commerce Lexington's Board of Directors; she has seen the positive impact of similar infrastructure improvements. Wisser Strategies utilizes innovative approaches to obtaining public input and understands how to communicate positive impacts effectively.

You need experts in Trail Design and Bicycle/Pedestrian Traffic Safety.

On page 31, we have listed over 40 completed trail design and bicycle/pedestrian safety projects between Clark Dietz and WSP. We have vast experience designing for urban, suburban, and rural contexts.

Clark Dietz is currently overseeing the design of the Monon South Trail in Southern Indiana. The transformative project will reimagine over 58 miles of former railway into a unified recreational trail for the region. **Similar to the Virginia/Red Mile/Forbes Trail, the Monon South Trail provides a unified trail design language and connectivity across multiple community contexts.**

Complimenting Clark Dietz's trail design, WSP provides the full weight of a national engineering firm with depth of resources available to LFUCG. Their ability to examine traffic and safety considerations for cities in other regions will bring additional best practices to your project. Additional disciplinary resources such as Landscape Architecture will be available on-demand as well.

Your objective: bringing complete streets to life for Lexington.

Now that LFUCG, KYTC, and the Lexington Area MPO have all adopted a complete streets policy, you've arrived at a critical opportunity to put complete streets design into practice. We embrace complete streets in our design approach and will use a complete streets framework when working with LFUCG on this study.

Notably, WSP developed the complete streets guidelines for the City of Louisville as shown on page 38. Program Manager Ryan Hughes was staffed on an award-winning complete streets project, MCORE: Multimodal Enhancements for the City of Champaign, Illinois. Coupled with Ryan's involvement with BPAC and frequent use of Lexington biking infrastructure, his transportation engineering expertise includes the consultation of NACTO Urban Bikeway Design Guide and Urban Street Design Guide.



Ryan moved to Central Kentucky in early 2020 where he continues his work with Clark Dietz managing multimodal design projects. In addition to being an avid cyclist and active member of the MPO's Bicycle and Pedestrian Advisory Committee (BPAC), Ryan serves with Bluegrass AMBUCS, a volunteer organization that builds adaptive bicycles for children with disabilities in Kentucky.



Austin emphasizes the "P" in BPAC, as an avid Lexington runner. A University of Kentucky graduate, biking and walking to campus were his main modes of commuting. As a student researcher, Austin was responsible for sidewalk inventory and ADA compliance for every pedestrian facility across the Commonwealth of Kentucky, framing a mindset to do more than just "meet" bicycle and pedestrian facility standards.

COMMUNITY CONNECTIONS



WE'VE GOT YOU COVERED

As shown on the adjacent map, we're very familiar with the neighborhoods and urban contexts of each section of the Virginia/Red Mile/Forbes corridor, and we understand the immediate impact the trail will have for students, residents, and businesses. We're confident that our experience as **trusted advisors** for similar project stakeholders will provide an unparalleled level of community and consensus building along the length of the Trail. **Wiser Strategies**, a WBE consulting firm and expert in community involvement, research, and communication, has completed community and consensus building exercises for Lexington area clients. Our team will always be responsive to your project's and stakeholders' needs.

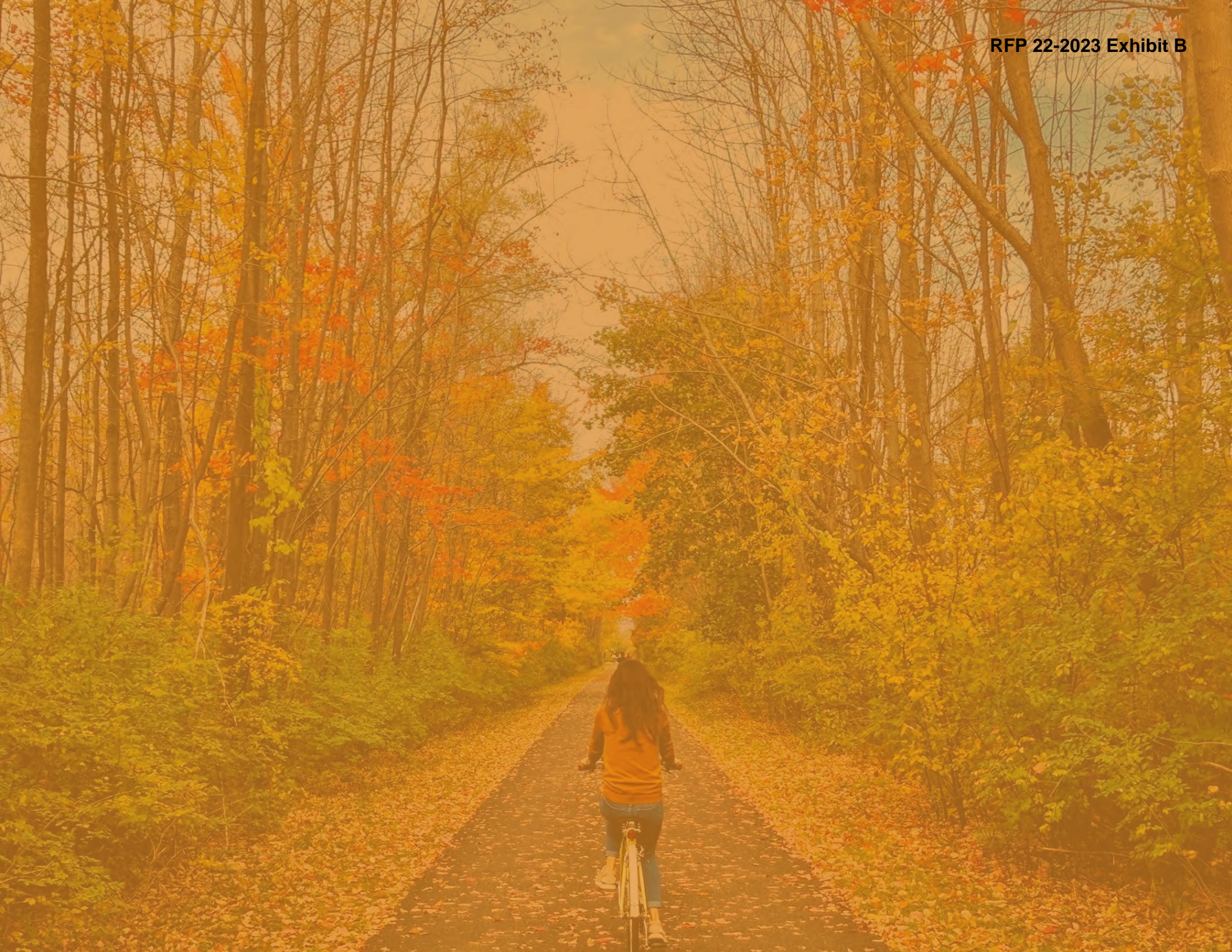
COMMUNITY PARTNERS // TRUSTED ADVISORS



The 3-mile corridor connects a variety of land uses, residents, businesses, and institutions.



Clark Dietz was founded over sixty years ago with the idea that we engineer more than infrastructure, we are engineering quality of life. To that end, we operate with honesty, mutual respect and collaboration. We take great pride that our work improves the communities in which we live, work and play.



SEC 4

SIMILAR PROJECT EXPERIENCE & REFERENCES

PROJECT EXPERIENCE

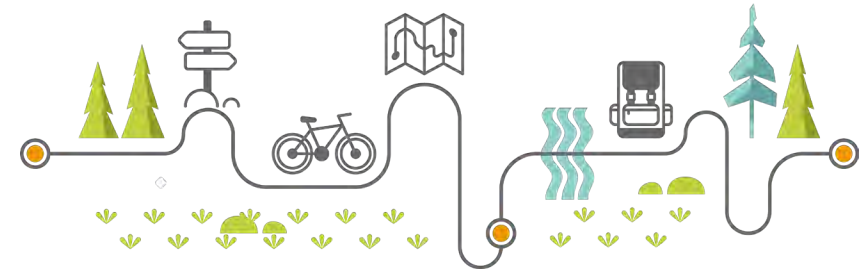
TRAIL, GREENWAY, AND WAYFINDING PROJECTS

We understand the vital importance that safe and attractive multi-modal connections play in the basic foundation of communities. Our team, led by **Clark Dietz** and **WSP**, has been involved with the planning and design of a variety of bicycle and pedestrian systems, including a range of urban connectivity, rural trail and regional greenway projects.

Previous **multi-modal, bicycle and pedestrian system** planning and design projects include:

CLARK DIETZ EXPERIENCE

- Monon South Trail Visioning Study - IN
- Lincoln Discovery Multi-Use Trail - Santa Claus, IN
- 71st Street Multi-Use Path - Indianapolis, IN
- Eastside Trail Design and Construction - Santa Claus, IN
- Wilbur Wright Rails to Trails Conversion - Mooreland, IN
- B&O Railroad Bridge over Wabash River - Parke County, IN
- Multi-Use Path Network - Jasper, IN
- IDNR Next Level Trails Grant - Troy, IN
- 116th Street Widening and Monon Trail Underpass - Carmel, IN
- Haverstick Road Path - Carmel, IN
- Greenbelt Bikeway Trail Connection - Champaign, IL
- Oldfield Oaks Bike Trail and Parking Lot - Glen Ellyn, IL
- Pennsy Trail - Hancock County, IN
- Michigan Road Trail, Phase I - Indianapolis, IN
- Industrial Heritage Trail - Kokomo, IN
- Constitution Trail/Amphitheater Toile Facility - Normal, IL
- Poplar Avenue Bike Trail Extension - Richton Park, IL
- Sturtevant Bike Path - Racine, WI
- Kolb Park Trailhead - St. Joseph, IL
- Colbert Park Pathway - Savoy, IL
- 106th Street Trail - Carmel, IN



WSP EXPERIENCE

Design:

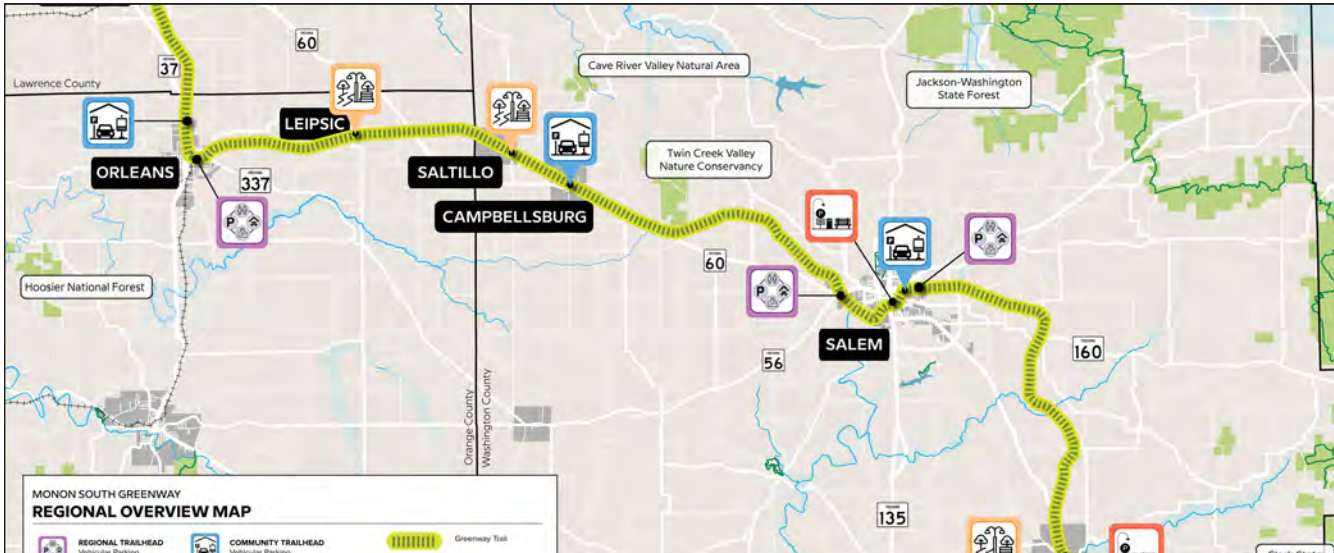
- Danville Bike Path - Boyle County
- KY 146 Sidewalk - Jefferson County
- Ring Road - Oldham County (new route - shared use path on both sides of road)
- US 45 - McCracken County (road diet with bike lanes)
- Covington Streetscape - Kenton County (Madison Avenue and 7th Street)
- Land between the Lakes (US 68) - Trigg County

Planning / Traffic:

- Imagine Nicholasville Road - Lexington
- Preston Corridor Plan - Louisville
- Butchertown, Phoenix Hille & NuLu Neighborhood Plan - Louisville
- Louisville Complete Streets Guidebook - Louisville
- Armstrong Mill Small Area Plan - Lexington
- Cardinal Valley Small Area Plan - Lexington
- US 62 Corridor Study - Elizabethtown
- KY 44 Programming Study - Shepherdsville & Mt. Washington
- KYTC District 7 Intersection Studies - Fayette, Montgomery and Madison Counties
- KYTC District 7 Uncontrolled Pedestrian Crossing Guidance Development - Anderson, Boyle, Garrard, Madison, Jessamine & Woodford
- Louisville Downtown Traffic Signal Retiming - Louisville
- Boone County Transportation Plan - Boone County
- Richmond and Berea Small Urban Area Study - Madison County
- US 60 Traffic Study - Franklin County
- Somerset Small Area Study - Pulaski County
- McHenry County Bicycle/Pedestrian Master Plan

Monon South Greenway Visioning Study

Mitchell, Orleans, Saltillo, Campbellsburg, Salem, Pekin & Borden, IN



CLIENT CONTACT

Jeff Quyle, President
Radius Indiana
812.277.9778
j.quyle@radiusindiana.com

The Monon South Greenway Project seeks to articulate the vision to create a multi-modal greenway connecting the southern Indiana communities of Mitchell, Orleans, Leipsic, Saltillo, Campbellsburg, Salem, Pekin and Borden, Indiana. This 60+ mile corridor has the potential to transform a vacant rail line into a vibrant, active and unique linear greenway connecting these local communities as well as linking other regional destinations such as Spring Mill State Park and the Clark State Forest. Clark Dietz and project partners prepared a visioning study for this new regional destination corridor.

It is anticipated that the trail will enhance economic development and population growth throughout the southern Indiana region; connect residents and tourists to cultural opportunities providing economic benefits to the region; and provide opportunities for all people to be physically active with this alternative mode of transportation. The visioning process included meeting sessions with a Project Stakeholder Team comprised of representatives from each community. As a result of this dialogue, a series of prototypical graphics were prepared to highlight the various opportunities along the greenway trail. In order to provide a hierarchy to the various trail access and landmark nodes, a series of four trailhead concepts were also developed. This typology includes creation of 1) Regional Trailheads; 2) Community Trailheads; 3) Local Trailheads and 4) Trail Rest Areas. This typology provides a fundamental basis of design for the proposed amenities and services at each proposed location that are evenly dispersed along the 60-mile route. Preliminary cost estimates and funding resources were also developed as a key first implementation step at the conclusion of the process.

Clark Dietz is moving forward with the Trail Design and Construction Oversight contract for this transformative 58-mile rails-to-trails project.



Corridor Study - Brown's Station Way

Clarksville, IN

Clark Dietz exercised flexible planning with the understanding that communities priorities may change over time.



Originally a freeway until INDOT relinquished State Road 62 to the Town of Clarksville, the renamed Brown's Station Way remained a high-speed thoroughfare bisecting the residences, businesses, and riverfront property in Clarksville. Clark Dietz worked with the Town to develop a corridor plan for Brown's Station Way to reimagine the roadway. The resulting Corridor Plan would transform Brown's Station Way from a 1960's era freeway to a modern multimodal boulevard, reducing the typical section to one lane in each direction plus a turning lane and adding a multi-use path and sidewalks. The inclusion of roundabouts at two intersections and a replaced pedestrian bridge would serve as gateways providing improved connectivity across the corridor.

Clark Dietz exercised flexible planning with the understanding that communities priorities may change over time. We worked with Town staff, the redevelopment commission, and the community to realize potential functionality and safety enhancements of the roadway. Our commitment included the use of a specialty community engagement consultant, Taylor Siefker Williams Design Group, to host public visioning meetings to gather citizens' concerns such as safety and travel times. The community's main goal was to leverage the project for economic development of the newly connected neighborhoods. We worked to establish trust with the Town and the community, offering technical expertise and engineering design that will provide significant value in long-term planning, regardless of the plan elements selected for implementation.

CLIENT CONTACT

Kevin Baity
Town Manager
Town of Clarksville
812.283.1400
kbaity@
townofclarksville.com

"...Clark Dietz proved time and time again their ability to meet our needs by collaborating with staff, engaging the public, and implementing feedback from all parties to create a pragmatic study..."

- Nic Langford, Redevelopment Department, Town of Clarksville, IN

Lincoln Discovery Multi-Use Trail

(Part of Historic American Discovery Trail), Santa Claus, IN



CLIENT CONTACT

Russell Luthy
Utility & Street
Superintendent
Town of Santa Claus
812.544.3329
rluthyts@psci.net

The American Discovery Trail (ADT) is the nation's first coast-to-coast, non-motorized trail. The entirety of the pedestrian/bicycle trail runs 6,800+ miles through cities, small towns, forests, mountains, and deserts, linking community to community across the nation. Our client, the Town of Santa Claus, has invested in a 4.7-mile segment of this historic trail (Lincoln Discovery Trail) to connect the town's popular Holiday World Theme Park with the Lincoln Boyhood National Memorial. Clark Dietz was selected to provide preliminary engineering design and environmental and archaeological services. We were proud to participate in the building of this nationally significant amenity.

- Two trailheads, a pedestrian bridge, and nine retaining walls
- Traffic signal revisions at SR 162 & SR 245
- Various rest areas complete with park benches, landscaping, and informational signage to highlight the various natural features, history, and amenities of the area
- Extension of the tunnel under SR 162; connecting Holiday World and its overflow parking area
- Wayfinding trail signage and upgraded pavement markings
- Decorative materials including local stone and native plants will be incorporated to naturalize the trail's character and accent the natural surroundings

Close coordination with multiple agencies including the Town of Santa Claus, Spencer County, INDOT, FHWA, National Parks Service and the Indiana Department of Natural Resources was required to successfully complete this project.

Coordination with multiple agencies to complete trailheads, a pedestrian bridge, signal revisions, rest areas, landscaping and wayfinding.

71st Street Multi-Use Path

Cricklewood Road to Hague Road, Indianapolis, IN

The project required the acquisition of right-of-way from over 25 parcels from and went from survey to completion in only 18 months.



This multi-use path design extends from Binford Boulevard to Hague Road, at a distance of 1.5 miles. The project involved the installation of a 10-foot wide asphalt path, a new steel pedestrian bridge over a creek, an underpass across I-465, signal modifications, and a trailhead at Skiles Test Elementary School and Crestview Elementary School. Utilizing 80% matching federal funds and set for a fast-track schedule, the project required the acquisition of right-of-way from over 25 parcels and went from survey to completion in only 18 months. Public meetings were held periodically throughout the development of this project. These meetings included all of the stakeholders within the vicinity of the project area, including the Binford Redevelopment and Growth (BRAG) neighborhood organization, various neighborhood associations, schools, churches, and businesses.

COST
\$1.5 million

SIZE
1.5 miles

CLIENT CONTACT
Rick Brost
Assistant Administrator of
Construction
City of Indianapolis
317.327.8427
rick.brost@indy.gov

Wilbur Wright Trail

Mooreland, Henry County, IN



COST
\$900,000

SIZE
2.6 miles

CLIENT CONTACT
Jeff Ray
Healthy Communities of
Henry County
jaray56@gmail.com

The scope of work for this project includes topographic survey, design and permitting for 2.6 miles of trail following an abandoned railroad corridor near Mooreland, IN. Most of the trail (2.4 miles) is located on a rural section of the abandoned railroad. 0.25 miles of the path utilized local roads as shared lane markings and sidewalks through Mooreland.

The multi-use trail was designed following all applicable standards in the Indiana Design Manual and the AASHTO Guide for Development of Bicycle Facilities. 4,500 feet of the trail will be used once a year as access to the County Fairgrounds and therefore the pavement design is jointed concrete with a 14' wide typical section. The rest of the trail is 10' wide HMA pavement with 2' crushed stone shoulders. ADA compliant curb ramps will be placed where applicable.

Conversion of
an abandoned
railroad
corridor to
a multi-use
trail following
applicable
design and
accessibility
standards.

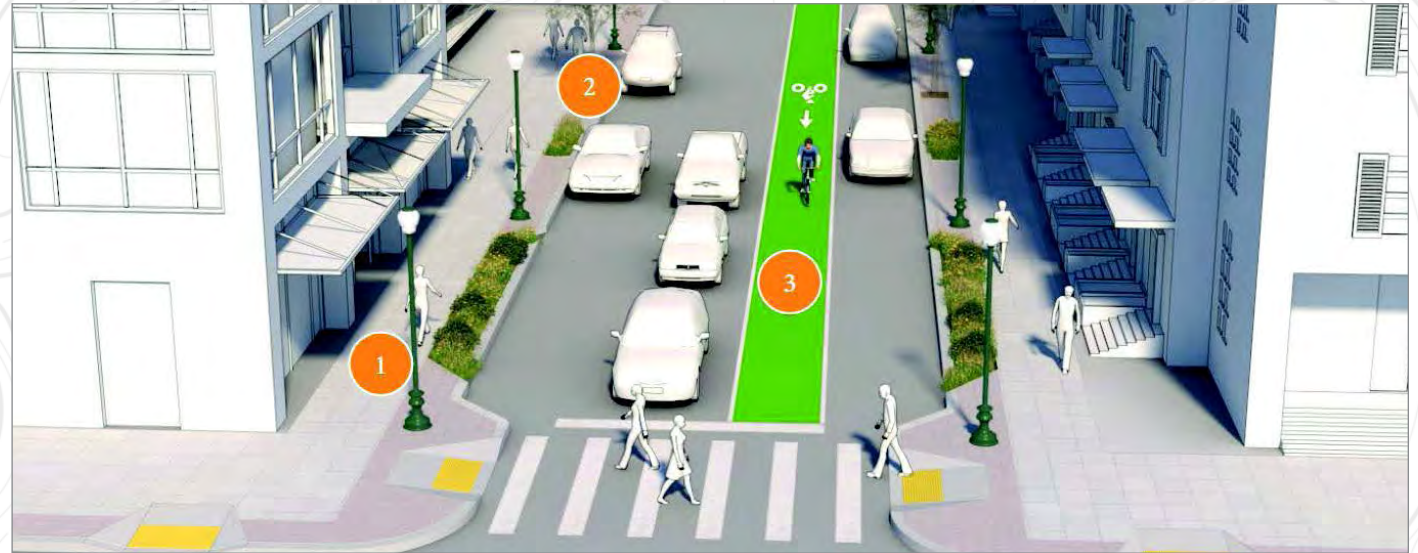


Louisville Complete Streets Guide

Louisville, KY

Similar Deliverables

- Developed typologies for all streets in greater Louisville area
- Created hierarchy for decision making on streets by mode
- Highlighted environmental justice areas with safety concerns for future design consideration



The WSP team aligned the design guide and recommendations on what makes a complete street in Louisville to match the citywide goals. The Design Guide is a resource for city staff and decision makers on how best and when to apply complete streets improvements to effectively improve the mobility, safety, and legibility of all modes of transportation. It outlines process for developing a Complete Streets design, sample state-of-the-practice treatments for multi-modal accommodations, example Complete Streets design typologies, and a potential Scenario Index. WSP organized the Design Guide to include how-to sections for future staff, how to link planning and design, the importance of engagement, workshops, and pilot demonstrations, recommendations for creating a complete streets committee, different tools for intersections, roadways, and sidewalks, and typologies that align with Louisville Metro streets and land uses.

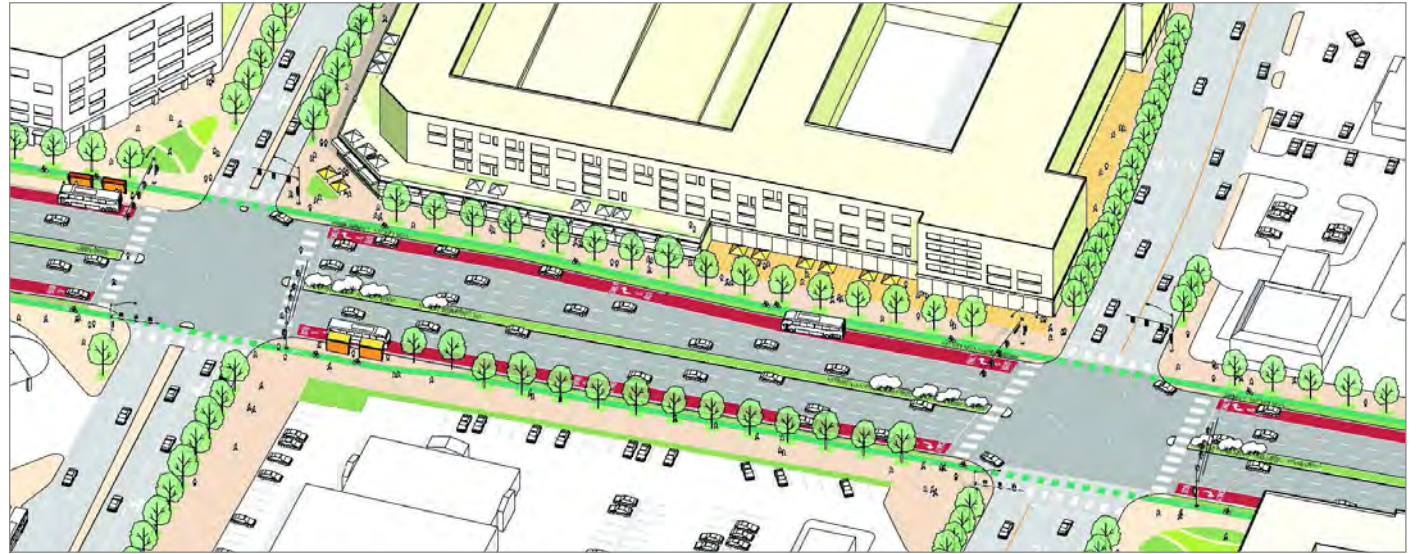


Imagine Nicholasville Road / US 27

Lexington, KY

Similar Deliverables

- Collected data and created GIS deliverables for LFUCG
- Provided a best practices review
- Addressed land use and right-of-way
- Created at least three conceptual design examples



WSP prepared a Coordinated Land Use Plan and Transportation Study along US 27/Nicholasville Road for LFUCG in Lexington, KY. WSP examined the corridor from several angles to serve LFUCG in further implementing the goals of Imagine Lexington. These goals include enhancing walkability, attracting more compact and street-oriented development, and creating an environment that can help make signature transit a reality. One of the next steps addressed in the report was: *“Partner with the Corridors Committee to develop and implement landscaping plans with a focus on sustainable and resilient plants and placemaking along the corridor.”*





legacy trail

Lexington, KY

Goal

To position Lexington as a more walkable and bikeable city through the development of a walking/ biking path that begins in the East End and travels to the Kentucky Horse Park. Prior to the completion of the Legacy Trail and others that have followed, Lexington had been named one of the most sedentary communities in the nation.

Approach & Outcomes

Wiser Strategies developed several brand options for the important community resource and the Blue Grass Community Foundation leaders selected the top three. We developed a promotional campaign to get the three options out in front of the public and easy ways for them to vote. The promotional materials were on social media, billboards, buses, posters, newspapers and banners during Thursday Night Live in downtown Lexington. Voting was available via phone and text. For the opening event, the public was invited to join in the ribbon cutting and enjoy the new trail.



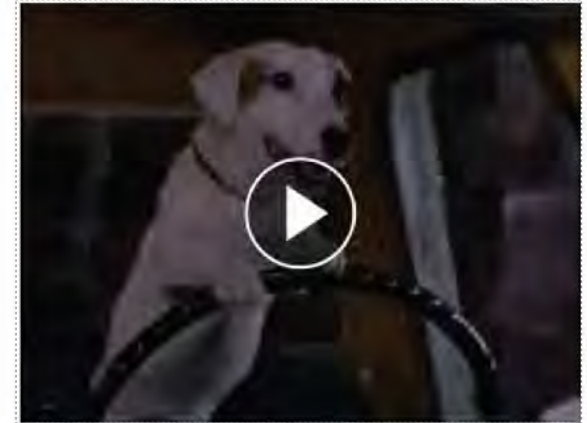
kytc I-75 connector Central Kentucky

Goal

To obtain public input during the feasibility phase of a significant potential road project. Not only would the input give the public the say they deserve, but it would better protect the environment through identification of important natural resources for avoidance or mitigation.



Earn \$85 for participating in a 1.5 hour paid focused group discussion in Jackson County about driving habits. See if you qualify by taking this survey and we'll donate \$2 to a local organization at no cost to you.



<https://www.surveymonkey.com/r...>
Take Our Kentucky Driving Survey [LEARN MORE](#)



3 Shares

Approach

Use innovative media for outreach and be proactive on media relations. We created a brand for the specific project, giving it a stronger presence within the community. We helped manage multiple public input sessions that educated people about the project as well as solicited thoughts, concerns and ideas.

Product

Wiser established the first project-specific branding and digital media for a state project: logo, website, social media and marketing materials that carry out the cohesive branding for the project. We managed media outreach and supported input events that allowed the public to gain information about the details of the project as well as provide a platform for their voices to be heard. KYTC officials and consulting engineers said the approach generated more interest and built more relationships earlier in the process than any in the past.



Having travelled along this project corridor, I see a lot of opportunity to make a safe and connected facility for Lexington residents, University of Kentucky students, and tourists enjoying the many facets that make Lexington a great place to be.

- Austin Obenauf, PE
WSP



SEC 5

OUR TEAM'S APPROACH, MILESTONES, & TIMELINE

DETAILED SERVICE PLAN

PROJECT APPROACH

Our project approach capitalizes on the strengths and expertise of our three teaming partners. Each partner can begin their work right away, and each task of the project will be executed in a step-by-step process. Our approach is organized by five themes:

Assess the Situation

Divide and Conquer

Innovate at the Intersections

Inform and Learn

Establish the Vision

Assess the Situation

We will begin by identifying the known trouble spots along the corridor. To do this, we will rank the possible impacts of right of way, utility conflicts, accessibility, and drainage issues along the corridor. As alignment alternatives are created, this impact analysis provides a wholistic view of the benefits and costs of each alignment option. It also reduces cost and schedule overruns of designing an alignment option too far.

We performed a similar trail alignment alternatives assessment on two recent projects in Illinois. Both the IL Route 53 Phase I Study and the Poplar Bike Trail (Richton Park, IL) included the evaluation of different alignments to avoid trees, natural resources, and culverts, while meeting proper roadway separation and minimizing right of way needs. These were led by team member Antonio Acevedo.



PROJECT APPROACH

Divide and Conquer

We will divide the study area into three context areas based on the different land uses, existing typical sections, and right of way availability. Each context area can have different typical cross sections. This will allow design decisions to be informed by the relevant environmental conditions. It also organizes the corridor into segments that are more easily for the public to “digest”.

Context Areas

While land use, typical sections, and right of way availability vary greatly across the corridor, there are three logical context areas. Here we outline those context areas along with some opportunities and challenges identified for each one.

South – UK to Broadway

- Land Use: Institutional – University buildings, student-oriented, commuter corridor
- AADT: 16,805 (2021)
- Right of Way: 70-100 ft.
- Opportunities:
 - Possible lane reductions
 - North side shared use path with removal of bike lanes
 - Two-way cycle track to fit the dense urban context
 - 5-lane to 4-lane conversion cross section with one westbound lane
 - Removal of two-way left turn lane over railroad bridge
 - Access management strategies
 - Pedestrian scale lighting
 - Placemaking in tandem with Imagine Nicholasville corridor
 - Intersection improvements at Limestone identified in Bicycle and Pedestrian Master Plan
- Challenges
 - Maintaining vehicular mobility
 - Cross section constraints of the railroad bridge
 - Vertical grade variations
 - High vehicular volumes of Broadway and Limestone intersections



South Context Area

Central – Broadway to Versailles

- Land Use:
 - Residential – student-oriented housing
 - Events – Red Mile
- AADT: 12,864 (2018)
- Right of Way: 100-120 ft.
- Opportunities
 - Connection to existing path
 - Provide west side access to trail for student housing
 - ROW availability along west side of road
 - Integration with Lextran bus stops
 - Intersection improvements at Versailles Road and Harry Sykes Way identified in Bicycle and Pedestrian Master Plan
- Challenges
 - Drainage on west side of road
 - Overhead utilities on east side of road
 - Loss of bike lanes on roadway leads to unused pavement



Central Context Area

North – Versailles to Meadowthorpe

- Land Use: Industrial / Commercial
- AADT: 11,360 (2020)
- Right of Way: 50-66 ft.
- Opportunities
 - Connection to Town Branch Trail
 - Improved access to Lextran bus stops
 - Innovative intersection at Leestown Road and Forbes Road
 - Possible roundabout at Frankfort Pike
 - Connection to Meadowthorpe neighborhood and new developments on Leestown Road
- Challenges
 - Narrower ROW beginning north of Versailles Rd
 - ROW encroachment by industrial properties
 - Railroad crossing
 - Overhead utilities



North Context Area

DETAILED SERVICE PLAN

PROJECT APPROACH

Innovate at the Intersections

Intersection Treatments

We will evaluate current traffic operations and look for opportunities to improve safety and operations for both vehicular traffic as well as bicycle and pedestrian traffic at each of the five major intersections. Providing trail crossings that are safe while also minimizing delay for trail users is critical given that cross-street traffic volumes at each of these intersections is high. Achieving these goals can be accomplished through a combination of signal timing efforts and geometric upgrades.

A multimodal Level of Service analysis will be performed at each intersection. Traffic counts of vehicles, bicyclists, and pedestrians will be conducted during peak hours, and a Synchro model will be developed for each of the five signalized intersections.

We have identified initial opportunities for trail crossings at each of the intersections.

South Limestone at Virginia/Huguelet

Located in the heart of the University of Kentucky campus, the South Limestone and Virginia/Huguelet Drive intersection experiences high volumes of vehicles, pedestrians, and bicyclists. It also has little room for geometric improvements.

One alternative to improve pedestrian and bicycle safety is converting the adjacent intersections on Virginia and Huguelet to roundabouts. This would reduce vehicular, bicycle, and pedestrian conflict points at this intersection. The Imagine Nicholasville Road study, which was prepared by WSP, includes a center-running bi-directional bus lane in the middle of South Limestone. This would remove the left turn lanes from South Limestone and increase traffic across Virginia and Huguelet, allowing more time for bicyclists and pedestrians to cross South Limestone. Multimodal traffic counts for vehicles, bicycles, and pedestrians are being collected at this intersection as part of KYTC's US 27 Traffic and Transit Feasibility Study that WSP is working on.



South Broadway at Virginia/Red Mile

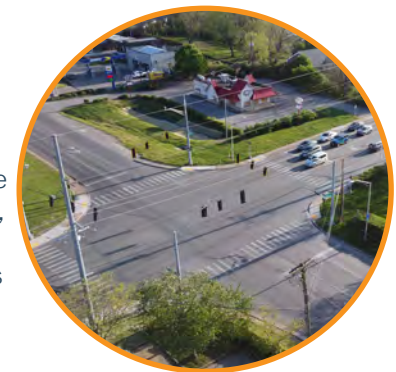
This intersection could be a candidate for a high-profile innovative intersection. A restricted crossing U-turn (RCUT) intersection is one possible treatment that could benefit vehicular traffic and improve safety for bicyclists and pedestrians. By restricting U-turns at the intersection and moving them up and downstream on South Broadway, there are fewer conflict points for bicyclists and pedestrians, less delay for left turning vehicles, and improved signal efficiency for vehicles. This also provides access management solutions for the various parcels near the intersection.



While not situated directly on the University of Kentucky campus, there is significant bicycle and pedestrian traffic that crosses this intersection to get from student housing to campus. There are also significant utilities along the western and northern sides of the intersection. As of April 2023, new development is under construction on the southwest corner of the intersection. Additionally, an ongoing Highway Safety Improvement Program (HSIP) project is under design to extend the northbound left turn lanes from Broadway to Red Mile Road.

Versailles Road and Red Mile/S. Forbes Road

The Versailles Road and Red Mile/S Forbes Road intersection is a high-speed, high-volume intersection, making it a good candidate for a protected intersection to separate bicyclists and pedestrians from vehicles. This intersection is not as restricted by buildings and other land uses as the South Broadway and South Limestone intersections, giving it more flexibility for geometric improvements. Traffic counts for vehicles, bicycles, and pedestrians would be taken at this location to be used to help develop additional improvement concepts for all modes.



DETAILED SERVICE PLAN

PROJECT APPROACH

Old Frankfort Pike and S. Forbes Road

This is a high-speed, lower-volume intersection that intersects the Town Branch Trail that runs along Old Frankfort Pike. A short-term solution would include the addition of traffic calming measures such as curb and gutter, reduced lane widths, appropriate increased signage, enhanced lighting, and cross lane rumble strips. To make it more bicycle- and pedestrian- friendly in the long term, an innovative intersection treatment designed to reduce vehicle speeds, such as a roundabout, could be analyzed for effectiveness.



West Main Street and Leestown Road/S. Forbes Road

Another high-volume, high-speed intersection, this location lacks sidewalk infrastructure on the Forbes Road approaches. Additionally, the parking lot on the northern side is very close to the intersection. WSP recently collected traffic counts and led an intersection study for KYTC District 7 here. That study found that there are numerous rear end crashes at the intersection as well as angle crashes at access points within 200 feet of the intersection. Access management is a short-term improvement that will be explored to improve safety for all modes. Our team will screen a variety of innovative intersection options to develop a longer-term solution to improve mobility and safety for all modes at this location.



DETAILED SERVICE PLAN

PROJECT APPROACH

Inform and Learn

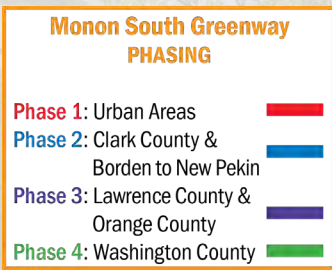
The Clark Dietz team will conduct public outreach for the project, including digital outreach, with an emphasis on reaching diverse audiences. The consultants will also engage the MPO’s Bicycle & Pedestrian Advisory Committee and representatives of the University of Kentucky during the study.

The process will include four primary steps: Information gathering, stakeholder roles and prioritization, planning and execution, and reporting.

Establish the Vision

Our team will create a program implementation and phasing strategy to guide the City’s investment in the corridor. We will host listening sessions with the primary stakeholders to identify the priorities, funding opportunities, and known challenges for building the trail segments. Creating a programmatic strategy allows the stakeholders to maintain the corridor vision while pursuing funding and construction of individual segments.

We used a similar strategy when developing the Monon South Visioning Study. Our team outlined a program for implementation of the 62-mile recreational rails-to-trail and is currently implementing that program. By using a program management approach, rather than a traditional single project management approach, the client can plan the implementation of the trail more flexibly. Ryan Hughes was the project manager during the Visioning Study and now leads the program delivery for the final trail design.



PUBLIC OUTREACH STRATEGY

1. Working closely with LFUCG representatives and other partners, the project team will compile a stakeholders list, including property owners, residents, University employees and students, others who may benefit from or be impacted by the project, and the Lexington community as a whole.
2. Once the stakeholders are identified, the team will evaluate the following for each sector:
 - a. Which stakeholders needs to be informed and when?
 - b. What do they currently know and what do they need to know?
 - c. What does the project team need to learn from stakeholders?
 - d. From whom should we seek information?
 - e. At which point(s) in time should we engage them?
 - f. What are the best approaches to outreach and engagement at this time?
3. Public Outreach Plan will be developed and executed. Communication strategies will be targeted to reach the appropriate stakeholders most efficiently.
 - a. Engagement strategies may include some or all of the following:
 - i. Small group or individual discussions
 - ii. Pop-up events and tabling
 - iii. Online surveys
 - iv. Opt-in links
 - v. News releases and media events
 - vi. Public workshops and meetings
 - vii. Digital media

We recommend two stakeholder meetings at a minimum and no more than four.

 - a. Stakeholder Kickoff Meeting
 - b. Alignment Alternatives Stakeholder Meeting
 - c. Final Stakeholder Meeting
4. Responses to all forms of interaction will be documented for inclusion in the report. At a minimum, the public will be provided a 15-day review of the final documents in accordance with the MPO Participation Plan review period for modal.

We recently created a four phase implementation strategy for the 58-mile Monon South Rails to Trail Project.

DETAILED SERVICE PLAN

MILESTONES & TIMELINE

Notice to Proceed/
Utilities Locates Request
Jun 23

Public Outreach
Campaign Starts
Jul 2023

Kickoff Meetings with
Primary Stakeholders
Jul 2023

Possible Lidar or
GPS survey
Jul 2023

Public Open House(s)
Oct 2023

Prel. Study showing
Alignment Alternatives
Nov 2023
Deliverable

Draft Final Study with
Recommended Alignment
Feb 2024

Final Presentation to
MPO Bicycle & Pedestrian
Committee
Feb 2024

Final Presentation to
Transportation Policy
Committee
Feb 2024

Final Study
Mar 2024
Deliverable

2024







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Virginia / Red Mile / Forbes Trail Connectivity Study Scope of Work

Project Description

The Virginia / Red Mile / Forbes Trail Connectivity Study will determine a preferred alignment for a continuous shared use path from the University of Kentucky in the vicinity of the intersection of South Limestone / Virginia Ave / Huguelet Dr to the intersection of Forbes Ave / West Main St / Leestown Rd near the Meadowthorpe Neighborhood. The study will evaluate trail alignments paralleling Virginia Ave, Red Mile Rd and South Forbes Rd and will recommend trail-related improvements at five major intersections to provide for safe pedestrian and bicycle crossings.

The study will include cost estimates and phasing plan for the recommended alignment. It will also include public outreach efforts to engage the surrounding neighborhoods and relevant stakeholders.

The project is 80% funded with federal Surface Transportation Block Grant funding dedicated to the Lexington MPO Area (STBG-SLX) and 20% non-federal match split equally between the Lexington-Fayette Urban County Government and University of Kentucky.

Work Items:

The tasks below are described in detail in the following pages:

Task 1	Preferred Alignment
Task 2	Multimodal Intersection Improvements
Task 3	Cost Estimates and Phasing Plan
Task 4	Public Outreach
Task 5	Project Administration

Task 1 – Preferred Alignment

Objective – Create and assess alternatives for a trail alignment along the corridor and present a final preferred alignment based on feasibility, public input, and City feedback.

Deliverables

- Preliminary Study showing alignment alternatives
- Final Study showing conceptual preferred alignment

Activity

Activities are as follows:

- Develop base maps and exhibits of the corridor
- Collect and organize existing data such as right of way, property/parcels, utility locations, state Lidar maps, aerial imagery, etc.
- Draft typical trail cross sections
- Develop possible alignments for the trail within each of the three context areas.
- Assess possible alignments for opportunities and challenges.
- Provide City with assessment of alignments and recommendation for preferred alignment.
- Develop exhibits showing final recommended alignment through the entire corridor of the trail.

Assumptions

- Alignment study is conceptual and final exhibits are not construction plans.
- State lidar data is sufficient for profile of trail except where gaps in state Lidar data exist.
- Topographic survey is not being performed.
- Exhibits may include aerial background to show site.

Task 2 – Multimodal Intersection Improvements

Objective

Identify roadway and traffic-related improvements needed for greater multimodal safety in the vicinity of major intersections.

Deliverables

- Conceptual drawings showing planning-level alternatives for safe pedestrian and bicycle crossings, opportunities to improve vehicular safety and traffic flow, and considerations for freight movements
- Summary of analysis results including multimodal level of service analysis, traditional vehicular level of service/delay analysis, safety analysis, and conceptual/qualitative analysis of the proposed alternatives at each intersection
- Traffic counts (as needed)

Activity

Activities are as follows:

- Collect and organize existing data such as turning movement counts, crash history, relevant studies.
- Collect multimodal intersection volume data as needed to supplement existing available data.
- Develop a traffic model and evaluate base traffic operations at the five major intersections along the corridor.
- Develop safety and operations improvement alternatives through a combination of signal timing and geometric upgrades.
- Assess opportunities for innovative intersections at each major intersection.
- Perform multimodal level of service analysis.
- Summarize the assessment of each alternative improvement at each intersection and make recommendations for preferred improvements.
- Develop planning-level cost estimates for the alternative improvements; develop detailed cost estimates for the preferred improvements.
- Coordinate with agency partners as needed for review/analysis of proposed alternative improvements, including City of Lexington, Lexington Area MPO, Lextran, and KYTC.
- Create exhibits of existing conditions and proposed alternatives for use in website, social media, and in-person meetings such as a public open house.

Assumptions

- The five major intersections to be assessed are:
 - South Limestone at Virginia Ave / Huguelet Dr
 - South Broadway at Virginia Ave / Red Mile Rd
 - Versailles Rd at Red Mile Rd / South Forbes Rd
 - Old Frankfort Pike at South Forbes Rd
 - West Main St / Leestown Rd at South Forbes Rd
- Synchro may be used as the traffic modeling software.

Task 3 – Cost Estimates and Phasing Plan

Objective

Develop cost estimates of design, right of way, utility relocation and construction and recommended phasing.

Deliverables

- Preliminary cost estimates for the alignment alternatives.
- Final cost estimate for the final preferred alignment and intersection improvements.
- Phasing plan and conceptual timeline

Activity

Activities are as follows:

- Create preliminary costs estimates on per foot basis for alignment alternatives
- Create final cost estimate with pay item unit price basis for preferred alignment and intersection improvements, including conceptual cost estimates for utility and right of way impacts.
- Create phasing plan for design and construction of the trail with input from the City and MPO. Plan should identify fundable and buildable segments and a conceptual timeline for design and construction of the final preferred alignment and intersection improvements.

Assumptions

- A variety of sources will be used to develop the cost estimates.
- Contingency will be included in the cost estimates.

Task 4 – Public Outreach

Objective

Conduct public outreach efforts, including digital outreach, with an emphasis on reaching diverse audiences.

Deliverables

- Public Outreach Plan
- Project website for display of exhibits, alternatives, reports, status updates, etc.

Activity

Activities are as follows:

- Develop a stakeholders list in partnership with the City and MPO representatives and evaluate the outreach approach for each stakeholder, as shown in the project team’s response to the RFP.
- Create and execute a Public Outreach Plan with communication strategies and timeline, including consideration of the MPO Participation Plan guidelines and consideration of how to engage diverse audiences.
- Advertise and host up to three (3) in-person stakeholder meetings, including printing of necessary materials and exhibits.
- Advertise and host one (1) public open house to share the preferred alternatives, results of public surveys, and other relevant information, including printing of necessary materials and exhibits.
- Develop press releases related to the project kickoff, interim milestones, public outreach meetings/events, and project conclusion.
- Develop trail branding alternatives, including a list of possible trail names, with input from the City and MPO.
- Engage the MPO’s Bicycle & Pedestrian Advisory Committee and representatives of the University of Kentucky.
- Create, distribute, and summarize findings from two (2) public online surveys regarding the corridor.
- Document all forms of interaction for inclusion in the final report.

Assumptions

- Public survey shall be made available in both English and Spanish. All other materials may be in English only but may require translation if requested with advance notice.
- City and MPO will assist with securing event space for stakeholder meetings and public open house.
- City and MPO will assist with advertising of project website and meetings.
- Website domain and hosting expenses will be included in the project costs.
- Accessibility fees are included in the cost of the website.
- Graphic design of a trail logo and branding is not included in the scope. This can be performed for an additional fee.

Task 5 – Project Administration

Objective

Provide project administration services including billing, status updates, project meetings, schedule tracking, and subconsultant management.

Meetings

- Monthly project status meetings with MPO and City (approximately 10)
- Monthly consultant team meetings (approximately 10)
- Three (3) stakeholder meetings (see Task 4)
- One (1) public open house (see Task 4)
- One (1) presentation with the Bicycle and Pedestrian Advisory Committee
- One coordination meeting each with Lextran, KYTC, UK, three City Councilmembers (these representatives may also attend the monthly project status meeting with the City and MPO).
- Two (2) neighborhood association meetings.
- This is not an exhaustive list of all meetings on the project.

Activity

Activities are as follows:

- Create monthly invoices for the City according to the contract.
- Facilitate project status meetings and subconsultant management meetings.
- Document all forms of interaction for inclusion in the final report.

Assumptions

- Meetings may be in-person or virtual, depending on the context of the meeting, the desires of the City and MPO, and other factors.

Schedule

June 5, 2023	Scoping Meeting
June 23, 2023	Professional Services Agreement to Council
July 18, 2023	Notice to Proceed
August 2023	Project Team Kickoff Meeting
December 31, 2023	Preliminary Study with Alternatives
March 29, 2024	Draft Final Study
April 30, 2024	Final Study for Approval

Budget

The table below includes all labor, expenses, and subconsultant expenses for the scope and deliverables associated with each task.

Task	Task Name	Lump Sum Fee
1	PREFERRED ALIGNMENT	\$40,260.00
2	MULTIMODAL INTERSECTION IMPROVEMENTS	\$42,520.00
2	COST ESTIMATES AND PHASING PLAN	\$11,420.00
4	PUBLIC OUTREACH	\$30,400.00
5	PROJECT ADMINISTRATION	\$24,400.00
TOTAL		\$149,000.00