

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 13, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and PARTNERS FOR ECONOMIC SOLUTIONS, LLC (**CONSULTANT**).

WHEREAS, OWNER intends to proceed with the Infrastructure Funding Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a infrastructure funding plan for the city ("Project") as contemplated in the **OWNER's** Request for Proposal No. 56-2024.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 56-2024.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Infrastructure Funding Plan for the Urban Growth Areas.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 56-2024 (Exhibit "A"); and Consultant's Response dated January 17, 2025 (Exhibit "B").

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. 56-2024 (Exhibit "A"), and then Consultant's Response dated January 17, 2025 (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 Response to the Request for Proposal. See Exhibits "A" and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 56-2024 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 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" are 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. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.2. 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**.
- 3.3. 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.
- 3.4. 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).
- 3.5. 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 April 1, 2025, shall finalize Project deliverables on or before October 31, 2026, and Project completion on or before October 31, 2026.
- 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.

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 services rendered a fee not exceeding \$744,195. The **CONSULTANT** will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed or materials provided for the services are inadequate or defective.

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**.

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**.

6.2. Legal Responsibilities and Legal Relations.

6.2.1. The **CONSULTANT** shall familiarize themselves 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.

6.2.2. In performing the services hereunder, the **CONSULTANT** and its sub-**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 sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

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

6.3. Successors and Assigns.

6.3.1. CONSULTANT binds itself and their 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 or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. 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 Planning and Preservation, 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**.

6.5. 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**.

6.6. Access to Records.

The **CONSULTANTS** and their 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.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 56-2024 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.

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: _____

CONSULTANT (PARTNERS FOR ECONOMIC SOLUTIONS, LLC):

Signature: _____
ANITA MORRISON

Printed Name: _____

Position: _____

Date: _____

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.

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: 7/9/2025

CONSULTANT (PARTNERS FOR ECONOMIC SOLUTIONS, LLC):

Signature: 

Printed Name: Abigail B Ferretti

Position: Principal

Date: March 24, 2025

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #56-2024 Infrastructure Funding Plan** 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 **January 10, 2024**. 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 ninety (90) 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(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

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

Signature

Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**
5. Past record of 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. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(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 regarding this RFP shall be addressed through:
<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 Procurement
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 Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____

Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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 define 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. Black American, Asian American, Hispanic American, Native American)

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

**LEXINGTON****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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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



LEXINGTON

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐



and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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
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.



LEXINGTON

Lexington-Fayette Urban County Government (LFUCG)
INFRASTRUCTURE FUNDING PLAN
Request for Proposals (RFP) #56-2024

INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking professional assistance to establish a comprehensive Infrastructure Funding Plan (IFP) to financially support growth and development in the new expansion areas identified as part of the 2024 Urban Growth Master Plan. The project will involve creating a process for the IFP, identifying preferred funding mechanisms, conducting a methodology report, and providing guidance on the implementation of the IFP.

BACKGROUND

Lexington is committed to fostering sustainable growth and enhancing the quality of life for its residents. The development of a comprehensive Infrastructure Funding Plan for the expansion areas is a crucial step in achieving these goals. By understanding Lexington's Comprehensive Plan, Urban Service Area, recent expansions, and infrastructure needs as identified in the 2024 Urban Growth Master Plan, potential bidders will be well-equipped to create a strategic, effective funding plan that supports Lexington's vision for the future.

Lexington's Comprehensive Plan

Lexington's Comprehensive Plan serves as its guiding document for growth and development. It establishes long-term goals and policies designed to enhance the quality of life for residents, promote economic development, and preserve Lexington's unique character. Imagine Lexington 2045 is the latest comprehensive plan, adopted in November 2023. This plan examines data, trends, projections, and community input to build a strategy for Lexington's growth and development over the next 20 years. You may read the full document at [imaginelexington.com](https://www.imaginelexington.com)

Urban Service Area (USA)

The Urban Service Area (USA) is a critical tool in Lexington's growth management strategy. Established in 1958, the USA delineates the area where urban development is permitted. The USA helps concentrate infrastructure investments within a defined area, promoting efficient service delivery and reducing sprawl, while preserving the surrounding rural landscape and agricultural land.

1996 Expansion

The last expansion of the Urban Service Area was in 1996. This expansion resulted in three expansion areas totaling approximately 5,200 acres. Of the land identified for future development, approximately 2,900 acres remain to be developed from these areas. The 1996 Expansion Area Master Plan provided land use recommendations and proposed public infrastructure facilities that would be needed to support the new development - including a proposed funding mechanism known as exactions for the new

infrastructure in the expansion areas. The Exactions Program involves the imposition of exactions in conjunction with new development in the expansion areas to facilitate the apportionment of costs for required infrastructure improvements to the developments benefiting from those improvements, primarily in the form of roads, sanitary sewer, parks, and stormwater management. LFUCG is seeking to discontinue use of the existing exactions model in favor of new strategies developed by the infrastructure funding plan for development from this point forward.

Recent Expansion of the USA

During the Urban County Council's review of the Imagine Lexington 2045 Goals and Objectives, concerns over increased housing costs, low housing stock, the need for land for job development, and housing affordability led to the decision to include additional acreage within the Urban Service Area.

On June 15th, 2023, Council approved the Goals and Objectives of the Lexington 2045 Comprehensive Plan and tasked the Planning Commission with identifying 2,700 to 5,000 acres for inclusion within the Urban Service Area, with a Master Plan to be adopted by December 1st, 2024. As Lexington plans for expansion, the principles of smart, compact, and fiscally responsible growth are emphasized throughout Imagine Lexington 2045, which also prioritizes equitable development and environmental sustainability.

Urban Growth Master Plan

On October 31, 2024, Lexington's Planning Commission adopted the Urban Growth Master Plan (UGMP), a comprehensive strategy that outlines Lexington's vision for future development within the 2,840 acre expansion of the USA in five locations across Fayette County. This master plan will guide the growth and development for identified portions of Lexington, shaping a sustainable, equitable and vibrant community for generations to come. The plan includes:

- Land Use Planning: Zoning recommendations, proposed densities and land use designations to guide future development.
- Infrastructure Needs Assessment: An evaluation of current infrastructure capacities and a preliminary identification of necessary upgrades and expansions to support growth.
- Transportation Planning: Recommendations to improve transportation networks, enhance public transit, and promote multimodal transportation options.
- Regulatory Framework: Recommendations for implementation of the master plan in the form of development criteria and proposed regulations.
- Environmental Sustainability: Recommendations to protect natural resources, promote green infrastructure, and mitigate the impacts of climate change.
- Community Engagement: Extensive outreach and consultation with residents, businesses, and stakeholders to ensure the plan reflects community priorities and needs.

The adopted Urban Growth Master Plan may be accessed at urbangrowthlex.com

Referenced documents that informed the UGMP include the following, which in turn may inform this scope of work:

- *Imagine Lexington 2045 Comprehensive Plan*: imaginelexington.com/2045
- *2023 Sewer Capability Study*: issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report
- *LFUCG FY25 Adopted budget*: lexingtonky.gov/departments/budgeting

STATEMENT OF WORK

We invite experienced teams to submit proposals to help create a funding strategy for Lexington's infrastructure development within the newly identified 2024 Urban Growth Areas (UGMP map in Exhibit A). This plan will outline detailed funding mechanisms, projected implementation timelines, and estimated project costs, forming a solid foundation for informed decision-making as Lexington advances development in the Urban Growth Areas. The selected Consultant will develop funding mechanisms that minimize financial impact on the municipality and taxpayers. Where feasible, new costs for infrastructure and services should be borne by the beneficiaries of the infrastructure, ensuring they bear a fair share of the costs for a more equitable distribution of financial responsibility. By partnering with a skilled team, we aim to create a modern, efficient, and sustainable infrastructure funding plan that meets the evolving needs of our community while ensuring fiscal responsibility.

The Consultant shall utilize relevant data and information provided by Lexington and assembled by the selected consultant. The Consultant will be responsible for producing a comprehensive infrastructure funding plan. Upon satisfactory completion and at the discretion of LFUCG, the Consultant may be provided a notice to proceed with the implementation phase of the plan, continuing to collaborate with LFUCG throughout the execution of the identified funding strategies. The team undertaking this project should have expertise in financial planning, economic analysis, public-private partnerships, and municipal finance. Access to engineering and construction expertise is encouraged.

All deliverables will be developed through close coordination with the LFUCG Project Team to ensure alignment with project goals and financial constraints. Budget-conscious planning is paramount, and all funding strategies should be tailored to fit within Lexington's local legal and financial limits. Regular meetings and consultations with the LFUCG Executive Team will be held to review progress, discuss funding options, and make necessary adjustments to meet budgetary and project goals.

Goals & Key Objectives:

As recommended in the UGMP, an infrastructure funding plan should incentivize and encourage development as recommended. The following goals and objectives highlight the essential qualities that Lexington believes a well-crafted funding plan should encompass.

- a. Concise and User-Friendly: Clearly articulate the funding strategy without unnecessary complexity, making it easy to understand and implement for internal and external stakeholders. The IFP process should be:
 - Transparent – providing clear information about funding sources and decision making to the public
 - Transferable – between departments and staff members when turnover occurs
- b. Fiscally Responsible and Legally Sound: Develop a funding strategy that is legally sound, complying with all relevant laws and regulations, and financially prudent, ensuring long-term financial stability for Lexington. Identify reliable and diverse funding sources to support infrastructure projects.
- c. Maximize Financial Efficiency: Optimize the use of public funds and leverage private investment to achieve cost-effective infrastructure development.
- d. Flexible: Create a flexible funding framework that can adapt to changing circumstances and future growth needs, laying the groundwork for ongoing infrastructure investment throughout the Urban Services Area.

- e. Equitable: Ensure fair distribution of funds, addressing the needs of all communities, incentivizing the production of affordable housing and providing relief for affordable housing development.
- f. Comprehensive: Cover all necessary aspects, including sources, timelines, and risks.
- g. Sustainable: Promote long-term financial health with diverse funding sources and operational sustainability through a simple process.
- h. Fiscal Impact Analysis: Consideration of impact to current government operations associated with infrastructure development.

SCOPE OF WORK

The goal of this RFP is to pinpoint the funding, timing and location of new capital facilities within the Urban Growth Master Plan Area. It also aims to identify the extent to which these facilities can be financed through specific funding mechanisms or a combination of various funding sources. It is understood that this study will provide defined recommendations for funding impacts and sources that would act as a resource for future implementation.

Selected consultants will collaborate closely with the LFUCG Project Manager to regularly engage the Project Leadership Team and the Project Advisory Committee. This collaboration will include periodic meetings to ensure alignment and gather feedback. Additionally, consultants will be responsible for preparing and delivering presentations to Lexington's Urban County Council for project updates and final deliverables.

Throughout the project, consultants are expected to proactively engage with relevant LFUCG staff and community and developer stakeholders as appropriate. This engagement will help gather insights, address concerns, and ensure that the project reflects the needs and priorities of the community. By fostering open communication and collaboration, the consultants will contribute to a successful project outcome that aligns with the objectives of LFUCG and its stakeholders.

Each task of the project, outlined below, represents key components of the overall scope. Task 1 and Task 2 may be initiated concurrently as per the terms of an executed contract. Progression to Task 3 will be contingent upon meeting the successful completions of the prior tasks and LFUCG deciding to proceed with implementation of any identified funding mechanisms as a result of the prior tasks. The consultants will only proceed to Task 3 upon receipt of a formal notice to proceed by LFUCG.

LFUCG seeks expert insights to develop a project approach that effectively achieves the stated goals within this RFP. The assumed work tasks outlined below serve as foundational elements; however, LFUCG encourages proposers to amend and expand upon these tasks in their proposals.

TASK 1: PROJECT IDENTIFICATION & PRIORITIZATION PROCESS DEVELOPMENT

1. Project Identification:

- **Compile Infrastructure Project List:** Develop a comprehensive list of potential capital infrastructure projects based upon the developed scenarios within the UGMP.
 - Recommend a 5-year and 20-year Project Outlook.

- Consider future innovation and emerging needs as components for consideration; the plan should be flexible to changing conditions and external factors.
 - Outlook to include project descriptions, project phases, initial cost estimates, life cycle cost estimates, budgetary impact, projected schedules and priorities, potential funding sources, and plan implementation strategies.
 - **Cost Estimating:** Verify and expand upon cost estimates for the projects identified within the UGMP. Utilizing the developed project list create itemized project cost estimates including design, right-of-way, construction, maintenance, and disposal costs as applicable.
- 2. Project Evaluation & Prioritization:**
- **Define Criteria:** Establish criteria for evaluating and prioritizing projects, such as cost, urgency, impact on public safety, economic benefits, environmental sustainability, equity factors, and alignment with strategic goals.
 - **Weighting System:** Develop a weighting system to rank the importance of each criterion.
 - **Detailed Evaluation:** Evaluate projects using the established criteria and scoring system.
 - **Rank Projects:** Rank projects based on their scores from evaluation process.
- 3. Project Phasing & Implementation Recommendations:**
- **Resource Allocation:** Consider available funding, resources, and operational capacity to implement projects *(to be informed by funding mechanism scope of work)*.
 - **Phasing:** Develop a phased approach for project implementation based on priority, urgency, and resource availability *(to be informed by funding mechanism scope of work)*.
 - **Implementation Efficiency Analysis:** the collective systematic evaluation of all potential projects at the same time by looking at geographic proximity, scope alignment, and ways to leverage various funding sources.

TASK 2: FUNDING MECHANISMS ASSESSMENT

- 1. Initial Assessment and Data Collection:**
- Review city financial reports and previous funding mechanisms used.
- 2. Market and Economic Analysis:**
- Review completed market analysis in the UGMP to understand the economic potential and the economic impact of proposed projects on the local economy, including population, employment, and other tax-base impact forecasts.
 - Verify and update as necessary to accurately inform this scope of work.
- 3. Identification of Funding Sources:**
- Identify federal, state, and local funding opportunities, which may include, but are not limited to, user and other fees, grants, public-private partnerships (PPPs) and private investment options, tax increment financing (TIF) districts and other tax-related mechanisms, and bond issuance options including general obligation bonds and revenue bonds.
- 4. Regulatory and Legal Review:**
- Review local, state, and federal regulations related to funding mechanisms.
 - Assess any legal constraints or requirements for implementing funding options.
 - Consult with legal experts to ensure compliance and feasibility for use within Kentucky.

- Review the Lexington-Fayette Urban County Government's Charter and existing Ordinances and advise on potential conflicts. LFUCG's Law Department will be available for assistance.
- 5. Financial Modeling and Projections:**
- Develop financial models to project funding needs and revenue generation.
 - Create scenarios for different funding mechanisms and project outcomes. Compare cost and benefit of each.
 - Provide detailed financial projections for short-term and long-term periods.
 - Provide a long-term revenue and expense forecast for top funding recommendations, including the risk and sustainability of funding sources.
- 6. Strategic Planning and Recommendations:**
- Develop a comprehensive funding strategy tailored to Lexington's needs.
 - Prioritize funding mechanisms based on feasibility, impact, and stakeholder input.
 - Provide recommendations for implementation, including timelines and milestones.
- 7. Execution Goals and Action Master Plan:**
- Recommend execution goals for each identified funding mechanism.
 - Create high-level action plans for each, detailing steps, timelines, responsible parties, and resource requirements.
 - Include mechanism, if appropriate, for any deviation from identified funding mechanism (i.e. waiving potential fees for affordable housing).
- 8. Ongoing Monitoring and Evaluation:**
- Develop a framework for monitoring the progress and effectiveness of funded projects with key performance indicators and milestones. This framework should include a timeline for points where necessary update or re-evaluation should occur.
 - Recommend evaluation methodologies, including tools and techniques for data collection, analysis, and reporting.

TASK 3 (optional): FUNDING MECHANISMS IMPLEMENTATION

Provide guidance to the Lexington-Fayette Urban County Government to implement the selected funding mechanism(s). The delivered report may include but is not limited to the following:

1. Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
2. Provide a schedule of charges that meets all legal and administrative requirements.
3. Draft ordinances or other legal documents required to adopt any new funding source.
4. Prepare an implementation handbook outlining administrative processes, such as appeals and annual reporting.
5. Assess and project necessary staffing levels, including roles and responsibilities.
6. Propose an effective leadership and governance structure with clear decision-making process.
7. Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
8. Assist with RFP development to procure software development and implementation consultants.
9. Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
10. Offer ongoing support and assistance through full implementation process.

DELIVERABLES:

The outlined scope of work within this RFP serves as a foundational framework for the project. Respondents are expected to expand upon these elements and provide recommendations on the most effective methods to achieve Lexington's key objectives. We encourage innovative and thoughtful proposals that offer solutions, address potential challenges, and align with the vision and goals of Lexington. Anticipated deliverable from this scope of work include:

1. Infrastructure Identification & Prioritization Plan
 2. Funding Mechanisms Assessment & Recommendations
 3. Implementation Guidance Plan to provide guidance on project implementation and management strategies to ensure successful achievement of desired outcomes because of outcomes from Task #1 & Task #2.
- **Interim Reporting:** Interim reporting is expected during each phase of the project.
 - **Findings and Recommendations Reports:** Final reports and presentations should be submitted in PDF, Word, and Excel formats as applicable. The consultant's final reports must include a comprehensive overview of participants, methodology, studies and supporting data, observations, recommendations, and accompanying drawings and illustrations. Any information developed through the consultant's proprietary methods may be submitted in a format agreed upon in consultation with the designated LFUCG Project Manager.
 - **Final Report Presentation:** In addition to meetings with LFUCG Leadership Team and Advisory Committee during the project, the Consultant team shall provide a presentation of the Final report findings and recommendations to Lexington's Urban County Council during a public council meeting (date to be determined). The exact date of the meeting will be mutually agreed upon during the Services. Presentation to be submitted to the LFUCG Project Manager in PDF and Power Point format.

PROJECT SCHEDULE

A notice to proceed is expected in Q1 2025. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend any stakeholder involvement processes where appropriate and a maximum number of such meetings (i.e., separate from staff meetings; however, the respondent 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 firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

METHOD OF PAYMENT

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 completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment, in its discretion.

SUBMISSION REQUIREMENTS

All responses to this RFP must include a proposed preliminary Project Work Plan, including a schedule and a timeline for incorporating LFUCG-provided information and the work of others; description of processes, methods, and metrics; suggested list of LFUCG roles or participants that the respondent might recommend be included in the study; and deliverables. LFUCG reserves the right to make the final determination of all study participants and deliverables. All Consultant communications for the study will be through the designated LFUCG Project Manager and/or a designee. Respondents planning to utilize analytical tools or data to perform any portion of the work that are their own proprietary making are asked to please clarify their intent to utilize such in their response to this RFP. The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the RFP. **The response is limited to 20 pages excluding appendices, and to be submitted in PDF format**

The following will be considered minimum contents of the proposal:

1. A statement of the approach, objectives, goals and tasks to show the firm's understanding of the proposed study.
2. A description and timing of the deliverables to be provided by the firm within established time frame.
3. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool. Please identify any optional work tasks in this area and in the detailed cost breakdown.
4. A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g., principal, project manager, engineer, technician, etc.) per work task identified. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total dollar amounts for each work task shall be shown. Not to exceed total dollar cost for the entire project should also be included.
5. An outline of the firm's background and experience with similar projects and a list of personnel (including sub-consultants) who will work on the project. This section will detail staff resumes, work experience and employee category. Lexington is dedicated to promoting minority participation in LFUCG work. To that end, and where appropriate, consultants are encouraged, if they themselves are not a minority owned firm, to consider using the services of minority sub-consulting firms where the demands of the project will permit.
6. Examples and references for similar projects completed, and the full name of the municipality/agency that the work was prepared for. This section will also include the firms' role with each project, description of scope of work, total project timeline, and fee for services rendered.

EVALUATION CRITERIA

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**

5. Past record of 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. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

The Selection Committee may request a short interview of the individual or firms submitting a proposal as part of the selection process. The above criteria will be used to determine the firms that will be invited for an interview. The interviews are anticipated to occur in Q1 2025 in person or via teleconference.

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal, which may be required by LFUCG, or to any protests so filed, shall be the sole responsibility of and shall be borne by the applicant(s). Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document. All proposals shall be valid for a period of 90 days from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

ANTICIPATED SCHEDULE*

- | | |
|-----------------------------|-------------------|
| • Questions due to LFUCG | December 20, 2024 |
| • Request for Proposals due | January 10, 2024 |
| • Finalist Interviews | January 2025 |

**These dates are subject to change.*

Exhibit A:
Urban Growth Master Plan Expansion Areas

In 2023, Lexington's Planning Commission recommended expanding the Urban Service Area by 2,840 acres across five locations in Fayette County.

This study will focus on identifying funding mechanisms for infrastructure development in these newly designated areas, but which could be applied to infrastructure development generally in Lexington-Fayette County.

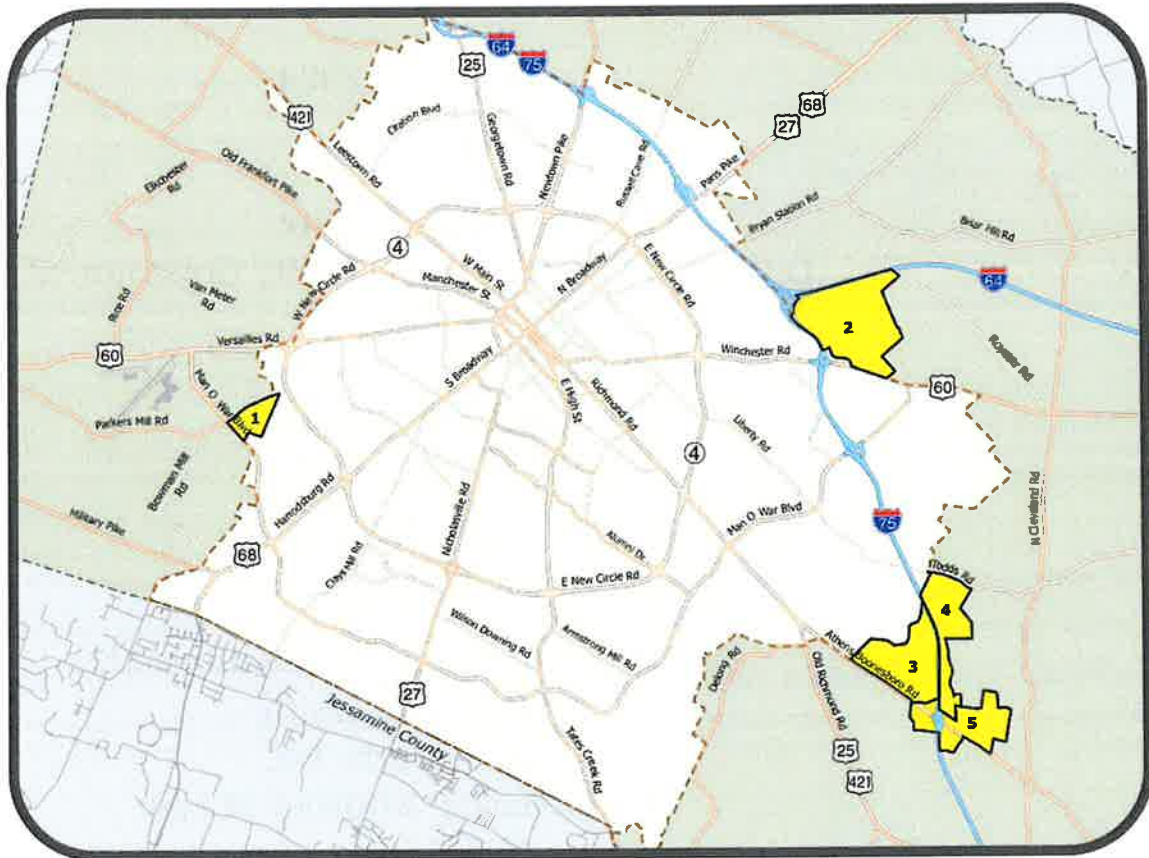


Exhibit B

Proposal to Prepare the
Infrastructure Funding Plan
for the
Urban Expansion Areas

RFP #56-2024

Submitted to:
Lexington-Fayette Urban County Government

January 17, 2025

Submitted by:

Partners for Economic Solutions LLC
Gresham Smith
DP Guthrie, LLC
Drew Harris, Attorney at Law
Civil Design, Inc.



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January 17, 2025

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

Dear Selection Committee Members:

Partners for Economic Solutions (PES) is pleased to submit this proposal to prepare the Infrastructure Funding Plan for the Urban Growth Master Plan. We have assembled an outstanding team to work with LFUCG on this important next stage in Lexington's growth, combining local and national expertise, familiarity with local development conditions and regulations, and practical hands-on experience. We are committed to a collaborative working relationship that takes advantage of our team's and LFUCG's experience with development and public/private partnerships.

PES and its Principals, Anita Morrison and Abigail Ferretti, have a long history of market analysis, economic development, fiscal analysis and real estate advisory services. In all this work, we pride ourselves on preparing sound and detailed analyses with the backup information that decision makers need to understand our conclusions. We are intimately familiar with the expansion areas and the associated funding issues. For the UGMP, we developed a detailed fiscal impact analysis and evaluated alternative infrastructure funding approaches. That work drew on national best practices and provided a first-cut evaluation of how those tools might be used in the UGMP areas. Focusing on the realities of funding infrastructure to serve development over a long, uncertain time horizon, we emphasize transparency and ease of administration while mitigating associated risks.

Gresham Smith is well known to LFUCG from decades of local engineering and planning work on major public and private developments. Gresham Smith's engineers incorporate best practices and innovative solutions into their designs, staying abreast with emerging trends. For the UGMP, they designed the initial program of infrastructure to support compact, resilient development, including roadways, intersections, trails and utilities. Their staff's direct experience in capital improvement planning and administration will enrich our implementation strategies.

DP Guthrie, LLC, brings extensive hands-on experience in capital improvement planning, impact fees and other funding strategies for public infrastructure. Dwayne Guthrie, PhD has formulated countless impact fee and other funding programs in consulting for over 170 local governments in 27 states on best funding practices. His experience includes administration of an impact fee program as well as detailed fee calculations and rationales.



Drew Harris, Attorney at Law, will share the legal insights he has developed through more than a decade working in the Kenton County Attorney's Office in Covington. His experience includes representing and working directly with local governments, special purpose government entities, elected officials, and private entities to assure compliance with state and local laws. Through his focus on property acquisition, site development and contracting, Drew has developed expertise in the Kentucky law and regulations that shape municipal funding practices.

Civil Design, Inc. is a woman-owned multi-disciplined civil engineering firm. They will provide specific expertise in life cycle costing and work with Gresham Smith on stormwater issues. Kevin Corwin's experience with over 50 capital program owners and agencies on over 500 capital projects includes developing and maintaining capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance.

Together, the PES team offers practical solutions that draw on national best practices tailored to the specific realities of development in Lexington and Kentucky. We look forward to working with you again for successful implementation of the UGMP.

Sincerely,

A handwritten signature in blue ink that reads "Anita Morrison".

Anita Morrison
Principal

Team Qualifications and Experience

Partners for Economic Solutions

Partners for Economic Solutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, universities, public/private partnerships and non-profits, **PES** brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

Our services focus on five primary categories:

- Market-driven analysis
- Real estate advisory services
- Economic development and revitalization strategies
- Impact analysis
- Public policy evaluations and strategies

Founded in 2008, **PES** is a certified small, local, woman-owned company based in Washington, DC. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of more than 70 years in economic and development consulting.

“Bringing private real estate expertise to the public sector to support successful public/private development.”

47 Years of Experience

Master of Public Policy,
University of Michigan

Teaches Due Diligence
for Tax Increment
Financing for the
Council of Development
Finance Agencies

Anita Morrison, Principal

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis.



Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities. She has prepared TIF analyses for Charleston, SC, Orlando Community Redevelopment



Agency, Atlanta Development Authority, the City of Dallas and the Maryland Department of Transportation.

Her cost benefit work has included a range of development projects and cultural institutions. Anita developed a fiscal impact model for the Nashville/Davidson County Government to test the fiscal impacts of projects developed with TIF funding through the Metropolitan Development and Housing Agency.

She has assisted a number of development agencies with major public/private partnerships, including the District of Columbia Deputy Mayor for Planning and Economic Development, the Pennsylvania Avenue Development Corporation, the Atlanta Development Authority, the Maryland Department of Transportation, the Norfolk Redevelopment and Housing Authority, the Orlando Community Redevelopment Agency, and the City of Dallas.

“Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward.”

26 Years of Experience

Master of Business
Administration, Loyola
College

University of Maryland
Masters in Real Estate
Development
*Adjunct Graduate
Professor of Market
Analysis for Real Property
Development*

Abigail Ferretti, Principal

As a founding principal of the firm, Abigail Ferretti focuses on managing the firm’s urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.



With more than 25 years of experience managing small and large redevelopment projects, Abigail is fully versed in a variety of approaches and strategies. She identified and evaluated opportunities for public/private partnerships to support Washington, DC parks and recreation centers.

For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas. Abigail explored potential funding mechanisms for transportation improvements in Prince George’s County, MD and along New York Avenue in Washington, DC.

Fiscal Impact Model for Lexington Urban Growth Master Plan

Planning & Preservation Department, Lexington, KY

As part of the Urban Growth Master Plan, PES provided market inputs and developed a fiscal analysis model to test the impacts of new development. The model projects development-related population, jobs, and Metro government revenues and expenditures. Applying the model to projected development in each proposed expansion area demonstrated the potential returns associated with higher densities and the importance of commercial development given the local tax structure, which emphasizes wage taxes. PES worked with the planning team to quantify the costs of installing and operating the infrastructure and municipal services needed to support the new development. PES reviewed the range of potential funding tools.

Reference: Christopher Taylor, Manager of Long-Range Planning
859 258-3181; ctaylor3@lexingtonky.gov

Timeline: November 2023 to September 2024 Fee: \$117,105

New York Avenue Redevelopment Plan Infrastructure Financing Strategy

District of Columbia Office of Planning

PES worked with the Office of Planning to develop infrastructure financing strategies to implement the vision for a 20- to 30-year redevelopment of Washington, DC's New York Avenue corridor. Among the funding mechanisms explored were special assessment districts, impact fees; tax-increment financing, service-fee financing and split-value taxation.

PES provided case studies for the use of these tools in other jurisdictions. In the project's final phase, PES applied the typologies to the corridor's required improvements to test for the associated revenue potential of each tool.

Reference: Ryan Hand, Associate Planning Director for Citywide Planning
202 442-7619; Ryan.Hand@dc.gov

Timeline: June to September 2023 Fee: \$48,955

Fiscal Impact Analysis of Tax Increment Financing in Metro Nashville

Metropolitan Development and Housing Agency

PES completed an in-depth analysis of the impacts of tax increment financing (TIF) in Metro Nashville redevelopment districts over the past 20 years. The project involved a massive data analysis effort using GIS analysis to review the history of assessed values in each redevelopment district. Individual TIF projects were identified and tracked over time, considering their impacts on adjoining properties. The analysis drew on PES's extensive experience in economic development, revitalization and public finance. In a follow-on assignment, PES tested the potential to use TIF for affordable housing, community amenities and transit corridor improvements.

Reference: Matt Loftis, Assistant Director of Urban Development
615 252-2520; mloftis@nashville-mdha.org

Timeline: December 2021 to July 2022 Fee: \$53,320

Dwayne Guthrie, PhD, AICP

PROFILE

Dwayne Guthrie is a certified planner who helps public and private sector leaders with the challenges of growth management, infrastructure planning, and funding strategies. He specializes in demographic analysis, capital improvements plans, fiscal evaluations, and stakeholder consensus building.

For a major portion of his career, Dwayne worked as a planning consultant for cities and counties across America. He directly interacts with top administrators and elected officials regarding best practices for impact fees, infrastructure funding, placemaking, and revenue sources. During the preparation of impact fee programs for approximately 170 local governments in 27 states, Dwayne helped community and government leaders make tough fiscal choices, while successfully managing all aspects of the consulting process.

Dwayne has 40 years of experience as a professional planner (30 years as a planning consultant and 10 years of public sector experience in Florida).

KEY PROJECT EXPERIENCE

City of Meridian ID

In 2022 and 2019, Dwayne crafted development impact fees for parks/recreation, police and fire facilities. After collaborating with staff and receiving input from the Impact Fee Advisory Committee, Dwayne recommended several changes to improve consistency with Idaho's enabling legislation, including: 1) updated development projections and land use assumptions based on Meridian data, 2) documentation of current infrastructure standards and projected need for additional facilities, and 3) proportionate fees for two types of non-residential development and five size thresholds for residential development

Reference: Todd Lavoie, Chief Financial Officer

work phone => 208-489-0420 or email => tlavoie@meridiancity.org

Manatee County (FL)

In 2017, Dwayne worked in the County Administrator's office as the Impact Fee Manager for Manatee County. As a consultant, he also produced a 2015 impact fee study that included parks, law enforcement, public safety, libraries, and significant revisions to transportation impact fees. The multimodal transportation fee included funding for complete streets (all modes), with unique capital plans and fee schedules by four geographic areas.

Contact: John Osborne, former Planning Official for Manatee County

mobile phone => 941-962-4136 or email => johnposborne@outlook.com



Specialties

- Infrastructure planning
- Funding solutions
- Development impact fees
- Demography
- Spatial analysis
- Smart governance

Professional History

- DP Guthrie, LLC (2021-present)
- Raftelis: Manager (2018-2020)
- Manatee County, FL: Impact Fee Manager (2017)
- TischlerBise: Principal (2012-2017); Consultant (1988-2010)
- Catholic University of America in Washington, DC: Associate Professor of Practice (2010-2012)
- Engineering Firm in Tampa, FL: Planner (1987-1988)
- Planning Commission in Tampa, FL: Planner (1979-1987)

Education

- Doctor of Planning, Governance, & Globalization - Virginia Tech (2007)
- Master of Arts in Urban & Regional Planning - University of Florida (1979)
- Bachelor of Arts in Education - University of Florida (1977)

Professional Memberships

- American Institute of Certified Planners (AICP)
- American Planning Association
- Arizona Chapter of the American Planning Association



PROFILE

Drew has spent over a decade working in local government primarily working with state, county, and municipal governments on issues relating to property acquisition, site development, and contracting between the public and private sector.

His experience representing and working directly with local governments, special purpose government entities, elected officials, and private entities helps his clients meet their goals while protecting their interests through compliance with state and local laws.

CONTACT

PHONE:
859-409-9861

EMAIL:
drewcharris@gmail.com

BAR ADMISSIONS

Kentucky, 2013

United States District Court for the
Eastern District of Kentucky, 2014

Sixth Circuit Court of Appeals, 2014

DREW HARRIS

Attorney at Law

EDUCATION

J.D., University of Cincinnati College of Law
2013

Bachelor of Arts, Criminal Justice, Northern Kentucky University
2010

EXPERIENCE

Kenton County Attorney's Office

Chief Prosecutor/Assistant County Attorney
Covington, Kentucky
2013 - Current

RELEVANT PROJECTS

- Coordinated the privatization of the Golf Courses of Kenton County through a ground lease/operating agreement allowing for private development of a public asset.
- Led site acquisition and development for the Northern Kentucky 911 System replacement on behalf of the Kenton County Fiscal Court, including condemnation (eminent domain) actions, right-of-way acquisition, permanent and temporary easements, and contracting for the relevant services and construction.
- Assisted in the relocation of the Emergency Shelter of Northern Kentucky to comply with local zoning regulations within the City of Covington.
- Led the legal team in development of the Mary Gandy Travis Residential Treatment Facility in conjunction with the Kenton County Fiscal Court and Transitions, Inc., including site acquisition and compliance with local zoning regulations.
- Led the partnership between the residents of the former City of Latonia Lakes and the Kenton County Fiscal Court for the rebuilding of roadways after the dissolution of the city including condemnation (eminent domain) actions, right-of-way acquisition, permanent and temporary easements, with a unique project funding methodology.
- Development of the former Bavarian Brewery/Jillians site into the new Kenton County Administration Building.
- Planning for future private development above the Kenton County Administration Building parking structure.

Offering a national perspective with a local feel.

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, and an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

65+

Projects Completed in
Lexington, KY

418

Awards for Projects



Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of \$18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Years of Experience

16

Education

Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations

Landscape Architect: KY

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

LFUCG, Legacy Business Park

Beargrass - Oakdale Affordable Housing Development, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY



Matthew McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience

20

Education

Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations

Professional Engineer: FL, GA, KY, NC, TN

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG, Legacy Business Park, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Department of Public Works & Assets - Olmsted Parkway Improvements Phase II, Louisville, KY

Beargrass -Oakdale Affordable Housing Development, Lexington, KY



Nick Hendrix, P.E.

State Transportation Leader | Gresham Smith

Nick's engineering career spans over sixteen years, primarily serving in the public sector at the state and local levels. As Kenton County Engineer, he was responsible for developing and delivering site facilities and transportation projects with a record of successful stakeholder collaboration. His experience in this role included managing in-house and contract crews for vertical and horizontal construction projects.

Years of Experience

17

Education

Master of Civil Engineering, Civil Engineering, University of Kentucky

Registrations

Professional Engineer: KY, OH

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

City of Danville - Main Street Streetscape, Danville, KY

Kenton County - Fiscal Court Parking Structure Pre-Development, Covington, KY

KYTC - Highway Safety Improvement Program (HSIP), Multiple Locations, KY

Northern Kentucky Port Authority - Kenton County Site Readiness Initiative, Kenton County, KY



Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience

12

Education

Bachelor of Science, Civil Engineering,
University of Kentucky
Master of Science, Civil Engineering,
University of Kentucky

Registrations

Professional Engineer: KY

Relevant Projects

Lexington-Fayette Urban
County Government
(LFUCG) - Urban Growth
Management Master Plan,
Lexington, KY

LFUCG - Town Branch
Commons, Lexington, KY

LFUCG - Tiger Grant
Application, Lexington, KY

LFUCG - NE New Circle Road
Corridor Plan, Lexington, KY

City of Danville - Main Street
Streetscape, Danville, KY

KYTC - Statewide HSIP -
Louisville Main Street 2-Way
Conversion Analysis

Louisville Metro Advanced
Planning and Sustainability -
Broadway All the Way Master
Plan, Louisville, KY



Amanda Deatherage, AICP

Planner | Gresham Smith

Amanda's specializes in bridging the gap between planning and implementation. Before joining Gresham Smith, Amanda managed Louisville Metro's \$243M capital improvement plan, including 57 federal projects. She also secured \$99M in grants for 36 projects due to her excellent technical writing. At KIPDA MPO, she oversaw the TIP, handled NOFOs, allocated funds, and tracked the progress of nearly 300 projects. Her expertise includes using data-driven methods to create project lists, prioritizing them with stakeholder input, and coordinating with teams for efficient project delivery.

Years of Experience

11

Education

Bachelor of Arts, Geography, University of
Kentucky
Master of Urban Planning, Urban Planning,
University of Louisville

Certifications

American Institute of Certified Planners
Certified Planner #31043

Relevant Projects

Lexington-Fayette Urban
County Government
(LFUCG) - Urban Growth
Management Master Plan,
Lexington, KY

Bowling Green Warren County
Government (BGWC) - 2050
Metro Transportation Plan,
Bowling Green, KY

Louisville Metro Government -
Broadway All the Way Planning
Phase 1A, Louisville, KY

Capital Improvement Program
(CIP) Manager, Louisville, KY*

KIPDA Transportation
Improvement Program (TIP)
Manager, Louisville, KY*

**Experience prior to Gresham Smith*



25+
YEARS IN BUSINESS

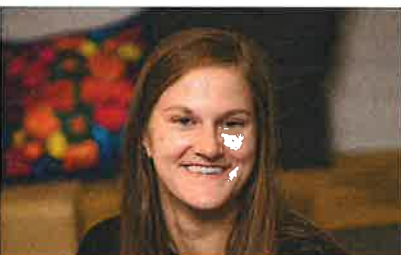
WOMAN-OWNED



KEVIN CORWIN, PE, PMP, PLS
PROJECT MANAGER



GARY MOORE, MSCE, PE
PROJECT ENGINEER



KAITLIN FORD, PE, CFM, ENV SP
PROJECT ENGINEER

Quality Infrastructure. Passionate People.

At Civil Design, Inc. (CDI), we strive to help our clients create quality infrastructure while also contributing positively to our communities. Our culture is centered around a fundamental commitment to **Building Stronger Communities**, meaning our team of passionate individuals is dedicated to revitalizing the spaces that contribute to our daily lives.

Since its founding in 1996, our team has grown to over 150 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.

Kevin joined CDI in 2024, bringing more than 20 years of project management experience to our Infrastructure + Analytics team. Kevin helps to develop and maintain capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance. These systems include process definition, technology implementation, and staff coaching. Whether as a consultant or capital program director, Kevin has worked with over 50 capital program owners and agencies on over 500 capital projects. Kevin captures and synthesizes best practices through his work with a multitude of capital programs and industry innovators.

Gary has gained an in-depth knowledge of all areas of water resources engineering and management, including stormwater management, sanitary sewer and combined sewer systems and overflows, hydrology and hydraulics, green infrastructure, floodplains, watershed planning, strategic planning, program management, and asset management. Gary also oversaw and completed the delivery of MSD's Stormwater System Master Improvement Plan, then developed the next stage for an updated Stormwater Facility Planning (2005122) program to enhance the SSMP. In addition, Gary developed and led the Cityshed Mitigation Program for the City of St Louis 55 watersheds resulting in various projects that have been implemented. Gary led the development of the MSD Stormwater Prioritization form as part of the Stormwater Planning performed in the last 2000's. He is nationally recognized as a technical leader, and is adept at developing practical, cost-effective solutions to real-world problems through the application of basic engineering principles. Gary has served as an expert witness and provided testimony during the 2008 flooding and other court cases related to stormwater runoff and flooding.

Kaitlin joined CDI in 2021, bringing five years of experience with hydraulics, stormwater and sanitary design to the Water Resources team. Her experience includes stormwater management, hydrologic and hydraulic modeling, floodplain analysis, bridge hydraulics, detention analysis, streambank stabilization, roadway drainage, and green infrastructure. Her experience spans both the private and public sectors, having completing projects for state DOTs, municipalities, sewer districts, and water agencies.

Project Approach

Our project approach emphasizes in-depth analysis, policy development and practical implementation tools developed in close collaboration with LFUCG throughout the project to provide the right tools to achieve UGMP goals.

Project Kick-Off and Coordination

At the project's outset, the PES Consultant Team will meet virtually with City representatives to finalize the work scope, schedule, identify key stakeholders, discuss meeting logistics and exchange information. The project timeline will be refined and provided in electronic format for future adjustments.

We propose to meet with the LFUCG Project Manager every two weeks with periodic meetings with the Project Leadership Team and the Project Advisory Committee.

Task 1 - Project Identification & Prioritization Process Development

While the Urban Growth Master Plan (UGMP) developed a transportation framework and regulatory plans, the next step will be to identify critical capital infrastructure projects needed to jump start private development.

Project Identification and Cost Estimates

Our team will work with LFUCG to develop a comprehensive list for each area that would include investment in necessary upgrades to adjacent existing infrastructure.

The comprehensive list will be presented in a chart format beginning with key descriptions, initial cost estimates in year-of-expenditure, life cycle cost estimates, budgetary impact, and projected schedules. In later tasks, priorities, funding sources and implementation strategies will be added to the comprehensive list.

As the Infrastructure Project List is developed, our team will update cost estimates from the original UGMP based on any new input such as the completion of the forthcoming complete streets manual. In addition to the estimated cost of construction updates, our team will develop estimates for design, right-of-way, and maintenance as applicable for each project identified. We understand the need to develop these estimates for capital improvement planning and strategic growth, but recognize there are no existing engineering plans and survey. This Capital Improvement Plan will therefore be considered planning-level estimates. If detailed engineering costs are desired, we are willing to negotiate scope and fee.

Project Evaluation & Prioritization

Once the Infrastructure Project List is drafted, our team will work to provide recommendations for what order the projects should be executed. The first step in the process will be to develop a list of the many factors that will help us determine the priority order, such as:

- Strategic alignment with goals of the UGMP;
- Financial consideration (both the initial cost and ongoing operational costs);
- Risk assessment (including financial, operational, and environmental risks);
- Regulatory requirements;
- Economic impact (including job creation and increased tax revenue);
- Likelihood of project to spur private development;
- Securing public-private partnerships (PPP);
- Environmental impacts;
- Capacity to execute and manage the project; and
- Sense of urgency as defined from stakeholder input.

We will also consider State-owned roadway improvements through the lens of SHIFT (the Strategic Highway Investment Formula for Tomorrow) deployed by the Kentucky Transportation Cabinet's (KYTC) approach to capital improvement project prioritization. Many of the expansion areas will require improvements to state roads in order to have proper access in and out of the areas. Collaboration with KYTC will be imperative to implementation.

After LFUCG reviews the factors and recommends the top priorities, we will develop a weighted ranking system that will be applied to the project list, creating a ranking system and score for each project. This preliminary ranked score will be evaluated by our team and LFUCG for a ranked project list. Stakeholder meetings with developers and property owners would be appropriate at this stage to review the identified infrastructure needs.

Infrastructure Identification and Prioritization Plan

A ranked project list is a valuable starting point, but the realities of funding, phasing and efficiency have real world implications on capital improvement plans. The final step in developing a usable tool for LFUCG is to align the project list to the financial and regulatory approach determined Task 2. We anticipate a handful of implementation strategies that range from public to private with various funding sources and timelines. This will have an impact on the ranking list. Working with LFUCG, we will align the list to resource allocation, phasing, and efficiencies to deliver a flexible roadmap towards implementation and build out, with revisions to align the prioritization plan with the Task 2 recommendations.

Task 2. Funding Mechanisms Assessment

Financial Reports and History Review

PES will review LFUCG financial reports, recent bond documents and any relevant development agreements to better understand LFUCG's historic mechanisms for funding major infrastructure improvements. We are already familiar with the Exactions Plan for the last round of expansion areas. We will meet with LFUCG staff who negotiate developer contributions to infrastructure costs for projects not covered by the exactions program (e.g., sewer improvements) to confirm the structure of those agreements and the cost-sharing details.

Market and Economic Analysis

PES will update the market and economic impact analyses from the UGMP to consider any shifts in the market and any development projects that have been identified for the Urban Expansion Areas. We will coordinate with the LFUCG's Project Manager to reach out to active developers and property owners who may have development plans to inform the market update. The market analysis will inform the financial model's projection of future LFUCG revenues and phasing of expenditures. The fiscal impact model will be updated for the latest budget.

Identification of Funding Sources

PES has identified potential mechanisms for local funding. The analysis will be expanded to identify any state or federal funding sources that might be available to support expansion area improvements. Our team members who have worked at and for the Kentucky Transportation Cabinet (KYTC) bring particular knowledge as to state funding programs and how they might be leveraged to fund some critical infrastructure improvements. Drawing on the detailed list of capital projects, we will review the types of projects to distinguish those that benefit other residents (e.g., thoroughfare improvements) from those that benefit project residents only (e.g., local roads) and those that benefit more than one new development (shared entry road). Capital projects with additional issues (e.g., stream crossings) may affect this characterization as well. Other distinctions may arise relative to the availability of federal or state funding support.

Examples from other Kentucky communities and other areas will be researched to identify additional techniques and tools. Dwayne Guthrie and Drew Harris will contribute their knowledge and contacts to widen the search for viable funding tools. A matrix evaluation will be developed to summarize the pros and cons for each mechanism in its application to the different categories of capital projects.

Working with the LFUCG Project Manager and Leadership Team, PES will participate in developer conversations to elicit inputs on their ability to finance improvements and potential impacts of alternative funding mechanisms on project feasibility.

Regulatory and Legal Review

Drew Harris will review relevant local, state and federal regulations related to funding mechanisms identified in the preceding task. From that review, any legal constraints or requirements will be identified as input to the funding mechanism evaluation. We know that the use of impact fees may require new legislation or creation of a hybrid mechanism that can be approved under state law. Drew Harris has worked extensively on innovative funding strategies for infrastructure improvements in Kenton County, KY. He will draw on his experience and contacts with his legal counterparts around the Commonwealth to provide feedback on how other communities are addressing funding mechanism constraints imposed by state legislation.

LFUCG's Charter and relevant Ordinances will be reviewed to identify legal constraints and requirements, conferring with LFUCG's Law Department.

The purpose of the regulatory and legal review is to determine the constraints within which the funding mechanisms will need to be formulated and to identify ways to adjust the mechanisms for regulatory compliance. If necessary, legislative initiatives might be proposed.

Financial Modeling and Projections

PES will develop financial models to project funding needs and revenue generation. The models will evaluate the alternative funding mechanisms to estimate costs and benefits for use with different types of improvements. The timing of development relative to the timing of required improvements will have significant implications for the effectiveness and cost of alternative funding mechanisms. The models will test for the impact of unexpected delays in completion of proposed development and other factors affecting the timing of revenue receipt. The analysis will identify key risks and sustainability issues.

The modeling will inform the recommendations of alternative funding mechanisms for different types of improvements. Excluding mechanisms that fail to generate sufficient resources, PES will prepare detailed financial projections for the short- and long-term periods.

Strategic Planning and Recommendations

Drawing on the preceding analysis of funding mechanisms, review of legal and regulatory constraints, and the financial modeling, the PES team will develop a comprehensive funding strategy for the UGMP. The recommendations will prioritize funding mechanisms based on feasibility, impact, risks, sustainability, cost and efficiency.

Meetings with the Leadership Team, Advisory Committee and other stakeholders will test the draft recommendations. The PES team will refine the strategic recommendations, adding timelines and milestones to create a strategic capital improvements program.

Execution Goals and Action Master Plan

The PES Team will recommend execution goals and create high-level action plans for each of the recommended funding mechanisms. The action plans will encompass step-by-step actions with responsible parties and timelines, staffing recommendations and required resources. These will serve as a framework for the Task 3 implementation handbooks.

We will identify specific deviations where needed to support UGMP and other LFUCG goals, particularly those related to affordable housing.

Ongoing Monitoring and Evaluation

The PES Team will translate the Action Master Plan into an ongoing monitoring tool with performance indicators and milestones. PES and Dwayne Guthrie will recommend evaluation methodologies and timing for periodic reviews and updating/revisions to the funding mechanisms and action plans.

Task 3. Funding Mechanisms Implementation (Optional)

As needed, the PES Team will be available to provide support and guidance to LFUCG staff in implementing the funding mechanisms. Our team members include individuals who have developed impact fee programs and who have worked directly with developing capital improvement plans; they bring hands-on experience and insights to the process development and training efforts.

Recognizing that the implementation details will depend on the nature of the strategic plan and recommendations, we would anticipate refining the Task 3 scope at the time any individual work item is requested. Our budget includes the list of tasks identified in the RFP. We also have reserved \$30,000 to respond to additional items or to supplement the budget for an individual item that requires more effort (e.g., more legal documents or more meetings) than currently anticipated. If LFUCG agrees, the contract for this task could be structured on an hourly basis with a not-to-exceed cap on fees.

The base budget includes:

- 1) Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
- 2) Provide a schedule of charges that meets all legal and administrative requirements along with a detailed methodology and template for calculating the charges.
- 3) Draft ordinances or other legal documents required to adopt any new funding source, conferring with LFUCG's Law Department.
- 4) Prepare an implementation handbook outlining administrative processes, such as appeals, annual reporting and periodic updating.
- 5) Assess and project necessary staffing levels, including roles and responsibilities.
- 6) Propose an effective leadership and governance structure with a clear decision-making process.
- 7) Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
- 8) Assist with RFP development to procure software development and implementation consultants.
- 9) Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
- 10) Offer ongoing support and assistance through the full implementation process.

Deliverables

Contract deliverables will include:

- Infrastructure Identification and Priorization Plan with a detailed list of projects and associated costs
- Funding Strategy identifying resources and mechanisms to fund the Urban Growth Master Plan infrastructure improvements
- Funding Action Master Plan with detailed implementation tasks
- Presentation to the Urban County Council
- Optional implementation support documents including a methodology report, schedule of charges, draft ordinances, other legal documents, implementation handbooks, recommendation memoranda and software procurement assistance
- Optional training sessions and other ongoing implementation support and assistance.

Proposed Schedule and Fee

Proposed Schedule

Shown on the following page, we have proposed a preliminary schedule with Tasks 1 and 2 completed over a nine-month period followed by implementation support over a seven-month period at LFUCG's discretion. Upon selection, we will work with the LFUCG Project Manager to refine the schedule.

Proposed Fee

We propose to complete the outlined scope of work for a total fee of \$744,195, including salaries, overhead and direct expenses. The fee includes time for 39 biweekly meetings with the LFUCG Project Manager, at times including the Leadership Team and Project Advisory Committee. Those meetings are assumed to be virtual. We have budgeted for PES to be in Lexington seven times for in-person meetings. Up to eight two-hour stakeholder meetings arranged by LFUCG with developers and property owners are budgeted. If in-person, we will work with the LFUCG Project Manager to schedule our visits accordingly. Gresham Smith team members are available to provide a local presence.

Payment for the kick-off, project coordination and Tasks 1 and 2 will be invoiced monthly based on the portion of work completed for each task item.

Our understanding of the project and the uncertain mix of implementation needs suggest that the third phase, exercised at LFUCG's option, should be handled on a time-and-materials basis with a not-to-exceed fee cap. We have included a \$30,000 reserve account for unanticipated tasks and those that are more extensive than now envisioned (e.g., multiple or more complex legal documents, additional meetings).

LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	February	March	April	May	June	July	August	September	October
Client Meetings									
1 Project Identification and Prioritization Process Development									
Project Kick-off									
Project List									
Cost Estimates									
Project Evaluation and Prioritization									
Client Review									
2 Funding Mechanisms Assessment									
Infrastructure Identification and Prioritization Plan									
Financial Reports and History Review									
Market Analysis Update									
Funding Options Analysis									
Legal Review									
Financial Modeling									
Strategic Planning									
Client Review									
Execution Goals and Action Plan									
Staffing Plan									
General Assesstion									
3 Funding Mechanisms Implementation									
Technology Report									
Schedule of Changes									
Draft Ordinances, Legal Documents									
Implementation Handbook									
Staffing Levels									
Leadership and Governance Structure									
Process and Software Recommendations									
Software Procurement									
Training Sessions									
Ongoing Support and Assistance									

LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	November	December	January	February	March	April	May	June	July
Client Meetings									
1 Project Identification and Prioritization Process Development									
Project Kick-off									
Project List									
Cost Estimates									
Project Evaluation and Prioritization									
Client Review									
2 Funding Mechanisms Assessment									
Infrastructure Identification and Prioritization Plan									
Financial Reports and History Review									
Market Analysis Update									
Funding Options Analysis									
Legal Review									
Financial Modeling									
Strategic Planning									
Client Review									
Execution Goals and Action Plan									
Staffing Plan									
General Assesstion									
3 Funding Mechanisms Implementation									
Technology Report									
Schedule of Changes									
Draft Ordinances, Legal Documents									
Implementation Handbook									
Staffing Levels									
Leadership and Governance Structure									
Process and Software Recommendations									
Software Procurement									
Training Sessions									
Ongoing Support and Assistance									

Tasks	Partners for Economic Solutions				DPGuthrie	D. Harris	Gresham Smith			
	Morrison, Principal	Ferretti, Principal	Analyst	PES Total			Hendrix, Senior Transport. Engineer	Masterson, Senior Landscape Architect	McClaren, Senior Civil Engineer	Cull, Transport. Engineer
Hourly Rate	\$225	\$195	\$80		\$200	\$300	\$270	\$190	\$255	\$200
Kick-Off										
Project Kick-Off, Schedule	16	12	2	\$ 6,100	4	4	2	11	2	2
Task 1 Project Identification and Prioritization Process Development										
Project List, Cost Estimates	24	40	-	\$ 13,200			20	100	40	50
Project Evaluation, Prioritization	32	32	-	\$ 13,440	8		40	40	40	30
Infrastructure Prioritization Plan	40	40	8	\$ 17,440	8		40	40	40	20
Task 1 Subtotal	96	112	8	\$ 44,080	16	-	100	180	120	100
Task 2. Funding Mechanisms Assessment										
Financial Reports, History Review	16	4	-	\$ 4,380	8					
Market, Economic Analysis	12	16	4	\$ 6,140						
Funding Options Analysis	32	24		\$ 11,880	23		16	8	8	
Legal Review	8	2		\$ 2,190	8	80				
Financial Modeling	48	32		\$ 17,040	8		2	4	4	
Strategic Planning	56	40		\$ 20,400	24		16	8	8	
Execution Master Plan	64	40	8	\$ 22,840	20		2	8	8	
On-Going Monitoring, Evaluation	24	12		\$ 7,740	4					
Presentation	12	16		\$ 5,820						
Task 2 Subtotal	272	186	12	\$ 98,430	100	80	36	28	28	-
Task 3. Funding Mechanisms Implementation										
Methodology Report	24	12		\$ 7,740	4					
Schedule of Charges	16	32		\$ 9,840	4			8	8	8
Draft Ordinance, Documents	12			\$ 2,700		40				
Implementation Handbook	32	16		\$ 10,320	4			4		
Staffing Levels	8	8		\$ 3,360				2		
Leadership, Governance	16	4		\$ 4,380	4					
Process Recommendations	16	24		\$ 8,280	6			2		
Software Procurement	8	24		\$ 6,480				2		
Training Sessions	24	24		\$ 10,080				2		
Reserve for Ongoing Support				\$ -						
Task 3 Subtotal	156	144	-	\$ 63,180	22	40	-	20	8	8
Meetings										
Client, Team Meetings	100	100	-	\$ 42,000	24	16	8	36	12	
Stakeholder Meetings	16	16	-	\$ 6,720				16	16	
Meetings Subtotal	116	116	-	\$ 48,720	24	16	8	52	28	-
Total Labor	\$ 717,595	656	570	\$ 260,510	\$ 33,200	\$ 42,000	146	291	186	110
Expenses				\$ 18,400	2,400	800				
Total Fee	\$ 744,195			\$ 278,910	\$ 35,600	\$ 42,800				

PES Team Budget (Continued)										
Gresham Smith					Civil Design, Inc.					
Deatherage, Transport. Planner	Civil Engineer	Civil EIT	Admin Assistant	Gresham Smith Total	Corwin, Project Manager	Moore, Project Engineer	Ford, Project Engineer	CSI Total	Total Hours	
Hourly Rate	\$175	\$185	\$135	\$100	\$210	\$180	\$110			
Kick-Off										
Project Kick-Off, Schedule										
Task 1 Project Identification and Prioritization Process Development										
Project List, Cost Estimates	50	80	200	4	\$ 95,550	120	40	150	\$ 48,900	608
Project Evaluation, Prioritization	100	40	40	4	\$ 65,300				\$ -	406
Infrastructure Prioritization Plan	40	40	40	4	\$ 52,800				\$ -	360
Task 1 Subtotal	190	160	280	12	\$ 213,650	120	40	150	\$ 48,900	1,374
Task 2. Funding Mechanisms Assessment										
Financial Reports, History Review					\$ -				\$ -	28
Market, Economic Analysis					\$ -				\$ -	32
Funding Options Analysis	16				\$ 10,680				\$ -	132
Legal Review					\$ -				\$ -	98
Financial Modeling	4				\$ 3,020				\$ -	102
Strategic Planning	16				\$ 10,680				\$ -	168
Execution Master Plan	8				\$ 5,500				\$ -	158
On-Going Monitoring, Evaluation					\$ -				\$ -	
Presentation					\$ -				\$ -	28
Task 2 Subtotal	44	-	-	-	\$ 29,880	-	-	-	\$ -	786
Task 3. Funding Mechanisms Implementation										
Methodology Report					\$ -				\$ -	40
Schedule of Charges					\$ 5,160				\$ -	76
Draft Ordinance, Documents					\$ -				\$ -	52
Implementation Handbook	12				\$ 2,860				\$ -	68
Staffing Levels	4				\$ 1,080				\$ -	22
Leadership, Governance					\$ -				\$ -	24
Process Recommendations	24				\$ 4,580				\$ -	72
Software Procurement	8				\$ 1,780				\$ -	42
Training Sessions	24				\$ 4,580				\$ -	74
Reserve for Ongoing Support					\$ -				\$ -	
Task 3 Subtotal	72	-	-	-	\$ 20,040	-	-	-	\$ -	470
Meetings										
Client, Team Meetings	36	24		15	\$ 24,300				\$ -	371
Stakeholder Meetings	16				\$ 9,920				\$ -	80
Meetings Subtotal	52	24	-	15	\$ 34,220				\$ -	451
Total Labor	360	186	281	35	\$ 302,985				\$ 48,900	3,149
Expenses					\$ 4,000				\$ 1,000	
Total Fee					\$ 306,985				\$ 49,900	

Bid Submission Documents

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

Anita Morrison

Signature

Date

January 16, 2025

Type text here

Type text here

AFFIDAVIT

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

1. His/her name is Anita Morrison and he/she is the individual submitting the proposal or is the authorized representative of Partners for Economic Solutions, LLC, 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.

Anita Morrison

01/16/2025

Anita Morrison

STATE OF Florida

COUNTY OF Pasco

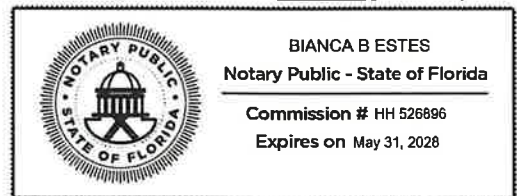
By means of online notarization,

The foregoing instrument was subscribed, sworn to and acknowledged before me
___ Personally Known OR ___ ☒ Produced Identification Type of Identification Produced DRIVER LICENSE

by Anita Morrison on this the 16th day

of January, 2025

My Commission expires: 05/31/2028



Bianca B Estes

HH 526896

Bianca B Estes

NOTARY PUBLIC, STATE AT LARGE

Notarized remotely online using communication technology via Proof.

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.

Anita Morrison

Signature

Partners for Economic Solutions, LLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Partners for Economic Solutions, LLC

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	2		2														2
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	2		2														2

Prepared by: Anita Morrison **Date:** 1 / 16 / 25

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Partners for Economic Solutions, LLC

Complete Address:	349 Cedar St, NW,	Washington, DC	20012
	Street	City	Zip

Contact Name: Anita Morrison Title: Principal

Telephone Number: 202 621-9103 Fax Number: 240 303-2541

Email address: amorrison@pesconsult.com

**LEXINGTON****LFUCG MWDBE PARTICIPATION FORM****Bid/RFP/Quote Reference #** 56-20244

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Partners for Economic Solutions, LLC	W E	Funding strategy, implementation support, project management	\$278,910	37.5%
2. Civil Design, Inc.	W E	Life-cycle costing, stormwater analysis	\$49,900	6.7%
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

Partners for Economic Solutions, LLC**Company**Anita Morrison**Company Representative**Anita Morrison

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Partners for Economic Solutions, LLC	Date:	January 16, 2025
Project Name:	Infrastructure Funding Plan	Project Number:	56-2024
Contact Name:	Anita Morrison	Telephone:	202 621-9103
Email:	amorrison@pesconsult.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☒

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 
And Access, LLC; Ochoa Urban Collaborative, LLC; GIS Education and Research Servies, LLC

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. [Click or tap here to enter text.](#)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Partners for Economic Solutions, LLC

Company

January 16, 2025

Date

Anita Morrison



Company Representative

Principal

Title

4870-1925-6809, v. 1

PES contacted the following entities with direct phone call solicitations to participate in the above-referenced RFP:

Paladin, Inc.	Non-responsive
True Inspection Services, LLC	Non-responsive
Cornerstone Engineering, Inc.	Non-responsive
Salt River Engineering	Non-responsive
LECGI Inc.	Not able to provide services
Lone Camel PLLC	Not able to provide services
Team Fishel Engineering of Virginia, LLC	Non-responsive
Brownsfield Development, LLC	Not able to provide services
Third Rock Consultants, LLC	Not able to provide services
Keramida, Inc	Not able to provide services
Capital Filtrations Inc.	Non-responsive

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

January 16, 2025

Date

349 Cedar Street, NW
Washington, DC 20012
www.PESconsult.com