

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, February 3, 2026

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezonings/ Docket Approval****III. Approval of Summary**

a **0091-26** Table of Motions: Council Work Session, January 27, 2026

Attachments: [TOM 012726](#)

IV. Budget Amendments**V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****IX. Communications From the Mayor - Procurements****X. Continuing Business/ Presentations**

a **0092-26** Summary: Environmental Quality and Public Works Committee, November 18, 2025

Attachments: [eqpw summary 2025-11-18](#)

XI. Council Reports**XII. Public Comment - Issues Not on Agenda****XIII. Adjournment**

Administrative Synopsis - New Business Items

a 0055-26 Authorization to amend the current agreement with ESO Solutions, Inc., for Record Management System (RMS) software services for the purpose of replacing and streamlining legacy RMS components for fire inspections, property pre-plans, permits, and fire hydrant inventory. This is at a cost of \$42,451.50. Total cost for FY26 is \$66,996.84. Funds are budgeted. (L0055-26) (Wells/Armstrong)

Attachments: [ESO Agreement blue sheet memo_012026](#)
[ESO Lexington Fire Department Agreement 2026](#)
[ESO Sole Source Justification 2025](#)

b 0070-26 Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Cato to Officer Chaz Grider. No budgetary impact. (L0070-26) (Weathers/Armstrong)

Attachments: [Cover Memo - Release of Claims Agreement - Canine Cato.pdf](#)
[Release of All Claims - Canine Cato.pdf](#)
[Retirement Memo - Canine Cato.docx](#)
[FA-9 CANINE - CATO.pdf](#)

c 0078-26 Authorization to enter a Memorandum of Understanding with God's Pantry Food Bank to establish a collaborative partnership with the Division of Fire and Emergency Services Community Paramedicine Program that supports the distribution of emergency food assistance and improves food security for eligible community members. No budgetary impact. (L0078-26)(Wells/Armstrong)

Attachments: [CP and Gods Pantry Blue Sheet memo_012026](#)
[God's Pantry MOU- LFUCG](#)

d 0088-26 Authorization to execute Consultant Services Agreement with WSP USA, Inc., pursuant to RFP #42-2025, for the Winchester Road Corridor Study at a cost not to exceed \$350,000. The purpose of the plan is to identify how incremental infill and development can be responsive to market forces, meet the needs of the surrounding community, and provide safe access for all travel modes. Funds are budgeted. (L0088-26)(Duncan/Horn)

Attachments: [26-Blue Sheet WSP USA for Winchester Rd Study](#)
[Consultant Services Agreement for RFP 42-2025 DRAFT](#)
[ExhibitA_RFP Pkg 42-2025](#)
[ExhibitB_WSP_Response](#)
[ExhibitC_Scope_Schedule](#)
[ExhibitD_Amended_Risk_Management_Provisions](#)



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0091-26

File ID: 0091-26	Type: Summary	Status: Agenda Ready
Version: 1	Contract #:	In Control: Urban County Council
File Name: Table of Motions: Council Work Session, January 27, 2026		File Created: 01/29/2026
Title: Table of Motions: Council Work Session, January 27, 2026		

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 012726

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0091-26

Title

Table of Motions: Council Work Session, January 27, 2026

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
January 27, 2026

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Lynch, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Council Member Morton was absent.

- I. Public Comment – Issues on Agenda
- II. Requested Rezonings/Docket Approval
- III. Approval of Summary

Motion by Sevigny to approve the January 20, 2026 Table of Motions. Seconded by Hale.
Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Ellinger II to approve New Business. Seconded by Hale. Motion passed without dissent.

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

Motion by Ellinger II to approve Neighborhood Development Funds. Seconded by Higgins-Hord. Motion passed without dissent.

Brown, BFED Chair, provided a summary of the October 21, 2025 Budget, Finance, and Economic Development Meeting.

- XI. Council Reports
- XII. Public Comment – Issues Not on Agenda
- XIII. Adjournment

Motion by Baxter to adjourn at 3:45 p.m. Seconded by Curtis. Motion passed without dissent.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0092-26

File ID: 0092-26

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 01/29/2026

File Name: Summary: Environmental Quality and Public Works Committee, November 18, 2025

Final Action:

Title: Summary: Environmental Quality and Public Works Committee, November 18, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: eqpw_summary_2025-11-18

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0092-26

Title

Summary: Environmental Quality and Public Works Committee, November 18, 2025



Environmental Quality & Public Works (EQPW) Committee

November 18, 2025

Summary and Motions

Chair Hannah LeGris called the meeting to order at 1:00 p.m. Committee Members James Brown, Tyler Morton, Emma Curtis, Liz Sheehan, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, Dave Sevigny, and Hil Boone were present. Vice Mayor Dan Wu, Council Members Shayla Lynch and Jennifer Reynolds were present as non-voting members.

I. APPROVAL OF OCTOBER 7, 2025 COMMITTEE SUMMARY

Motion by Curtis to approve the October 7, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Morton. Motion passed unanimously.

II. WATER QUALITY MANAGEMENT FEE INCENTIVE GRANT PROGRAM

Alyssa Mackenzie, District 10 Legislative Aide, presented recommendations for the Water Quality Management Fee (WQMF) Incentive Grant Program, established by ordinance in 2009 and requiring that at least 10% of annual WQMF revenue be allocated to grants for stormwater quality improvements. Funding is distributed between residential (Class A) and non-residential (Class B) properties, with the majority allocated to larger commercial contributors.

The program supports a wide range of eligible projects, including stream restoration, green infrastructure (bioretention, rain gardens, and pervious pavement), stormwater retrofits, tree planting, neighborhood education, and the development of stormwater curricula for schools. Grants are offered across three main categories: neighborhood projects, education, and infrastructure, with application cycles typically in May and July.

In 2025, District 10 led a comprehensive review of the program, including past applications, internal processes, and stakeholder input. Based on this review, staff identified four primary goals: expanding the applicant pool, streamlining application and reporting processes, reducing change orders, and improving overall stormwater outcomes.

Key recommendations include improving accessibility and technical support through an online application system, office hours, and applicant toolkits; enhancing outreach and storytelling through videos, signage, and marketing materials; and modernizing reporting with an online reporting system, clearer timelines, and structured applicant feedback. Implementation of these improvements is planned for 2026, in coordination with the Divisions of Environmental Services (DES) and Water Quality (DWQ).

Motion by Sevigny to approve accepting the recommendations for the Water Quality Management Fee Incentive Grant Program as presented at the November 18, 2025 Environmental Quality & Public Works Committee meeting and as set forth in the committee packet. Seconded by Curtis. Motion passed unanimously (as amended).

Motion by LeGris to amend the deadline of the Storytelling and Toolkits in the recommendations from June 2026 to December 2026. Seconded by Sevigny. Motion passed unanimously.

III. WASTE CONTAMINATION AND REDUCTION PLAN

Angela Poe, Public Information and Engagement Manager, provided an update on Lexington's efforts to reduce waste and recycling contamination, outlining the scope of the problem, operational impacts, root causes, early audit results, and next steps.

As of January 2025, contamination in both recycling and yard waste streams has created significant operational challenges. Impacts include:

- Safety risks for workers
- Equipment damage and inefficiencies
- Landfilling of recyclable and yard waste materials
- Double transportation costs when contaminated loads must be rehandled
- Limited processing options for yard waste due to the lack of sorting equipment, requiring full loads to be accepted or rejected

Internal causes include mixed loads, limited cart visibility before dumping, and incorrect cart collection. External causes are largely behavioral, including improper cart use, confusion about accepted materials, and "wish-cycling"—placing unacceptable items in carts in the hope they can still be diverted from the landfill.

The department has initiated both internal operational changes and external education efforts:

- Improved staff training, accountability, and facility tours
- Evaluation of supervisory structure
- Proposed change of yard waste cart lids to yellow to improve visibility
- Expanded public outreach through mailings, mass media, tabling, audits with personalized feedback, partner engagement, and removal of consistently misused carts

Early residential contamination audits (first two rounds) show:

- Persistent issues with plastic bags and wrap, including wrap still attached to cardboard
- Some wish-cycling, though staff noted many currently unacceptable items are expected to become recyclable by fall 2026
- Use of a tagging system (Green = pass, Yellow = needs work, Red = fail) to provide direct household feedback

Next Steps include:

- A third round of residential audits beginning the week of December 1
- Simplified and consolidated messaging
- Redesigned and translated door hangers
- Integration of contamination tags into routine waste operations
- Continued staff training
- Expanded focus on multi-family properties and additional neighborhoods

Looking ahead to FY27, the program anticipates expanded outreach, refreshed print and media campaigns, partnerships with the Living Arts & Science Center for educational exhibits, and updates to the Materials Recovery Facility classroom to support public education.

The Committee discussed the scope of the waste audit, noting that it currently focuses on residential materials and that a future phase is planned to include businesses and other affiliates. Members reviewed recent reductions in contamination, and staff explained that these improvements reflect active removal of contaminated materials both on the processing line and from loads on the tipping floor. Questions were raised about recyclable material categories and market availability, and staff noted that acceptance

depends on facility capabilities and available space and that expansion options are being explored to support continued progress. No action was taken on this item.

IV. HALEY PIKE LANDFILL SOLAR PROJECT

Richard Dugas, Senior Administrative Officer, provided a status update on the Haley Pike Solar Project, a proposed solar installation on the capped Haley Pike landfill in response to RFP 35-2025. Staff requested approval of a Letter of Intent (LOI) in November 2025 to allow Edelen Renewables to begin regulatory, fiscal, and interconnection coordination, with final lease approval anticipated in December 2025 or January 2026. Project development would continue through spring 2026, with construction targeted to begin in late spring or early summer 2026.

Changes to federal tax law under the One Big Beautiful Bill Act (OBBA) modified the eligibility deadlines for the 30% Investment Tax Credit (ITC). Failure to meet these deadlines could reduce project feasibility by up to 40%, particularly given the higher costs and risks associated with solar development on capped landfill sites compared with farmland.

The proposed project includes a mix of fixed-tilt and single-axis tracker panels, with non-penetrating, ballasted systems used on capped landfill areas to protect cap integrity. The developer outlined extensive environmental compliance commitments, including modifications to the landfill permit, water quality requirements, performance bonding, and coordination with LFUCG, the permitted entity.

The project includes a Community Benefit Plan to be developed in collaboration with LFUCG, community nonprofits, and schools, with goals related to workforce development, environmental education, sustainability outcomes, and alignment with the Imagine Lexington 2045 Comprehensive Plan, including significant greenhouse gas reductions.

Finally, the presentation addressed long-term obligations, including vegetation and erosion management, a detailed land management plan, and a fully bonded decommissioning plan that ensures the removal and recycling of solar equipment at the end of the project life would be the responsibility of the project owner, not LFUCG or the community.

The Committee discussed labor, land use, procurement, and the long-term implications of the Haley Pike Solar proposal. Questions were raised about the project footprint, and staff explained that 357 of the landfill's 687 acres are proposed for lease, including 158 acres of capped landfill and additional vacant land. The property is agriculturally zoned but is exempt under state law because it is publicly owned. Concerns were raised about the extent of development on vacant land and the need to align with broader solar policy discussions, including agrivoltaics. Discussion also focused on the non-binding Letter of Intent, with staff clarifying that it authorizes negotiations only and does not obligate LFUCG. No action was taken on this item.

V. DIVISION OF WATER QUALITY STORMWATER PRIORITY LIST

The Stormwater Priority List was included in the packet for informational purposes only.

VI. ITEMS REFERRED TO COMMITTEE

No action was taken on this item.

The meeting adjourned at 2:58 p.m.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0055-26

File ID: 0055-26	Type: Agenda Item	Status: Agenda Ready
Version: 1	Contract #:	In Control: Fire and Emergency Services
File Name: ESO Agreement		File Created: 01/14/2026
Final Action:		

Title: Authorization to amend the current agreement with ESO Solutions, Inc., for Record Management System (RMS) software services for the purpose of replacing and streamlining legacy RMS components for fire inspections, property pre-plans, permits, and fire hydrant inventory. This is at a cost of \$42,451.50. Total cost for FY26 is \$66,996.84. Funds are budgeted. (L0055-26) (Wells/Armstrong)

Notes:

Sponsors:	Enactment Date:
Attachments: ESO Agreement blue sheet memo_012026, ESO_Lexington Fire Department Agreement 2026, ESO Sole Source Justification 2025	Enactment Number:
Deed #:	Hearing Date:
Drafter: Tammy James	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0055-26

Title

Authorization to amend the current agreement with ESO Solutions, Inc., for Record Management System (RMS) software services for the purpose of replacing and streamlining legacy RMS components for fire inspections, property pre-plans, permits, and fire hydrant inventory. This is at a cost of \$42,451.50. Total cost for FY26 is \$66,996.84. Funds are budgeted. (L0055-26) (Wells/Armstrong)

Summary

Authorization to amend the current agreement with ESO Solutions, Inc., for Record Management System (RMS) software services for the purpose of replacing and streamlining legacy RMS components for fire inspections, property pre-plans, permits, and fire hydrant

inventory. This is at a cost of \$42,451.50. Total cost for FY26 is \$66,996.84. Funds are budgeted. (L0055-26) (Wells/Armstrong)

Budgetary Implications: yes

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: yes

Account Number: 1101-505705-5753-76102

This Fiscal Year Impact: Total impact with add-ons \$66,996.84

Annual Impact: Total impact with add-ons \$66,996.84

Project:

Activity:

Budget Reference:

Current Balance: \$165,968.67

TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: January 14, 2026
SUBJECT: Agreement Amendment for ESO Solutions, Inc.

The Division of Fire and Emergency Services request authorization to amend the current agreement with ESO Solutions, Inc., for Record Management System (RMS) software services.

Why are you requesting? We are requesting to amend current agreement in order to acquire additional RMS software services for the purpose of replacing and streamlining legacy RMS components for fire inspections, property pre-plans, permits, and fire hydrant inventory.

Department needs this action completed because: To improve efficiency of the Fire Marshal's Office during fire inspections of commercial structures and to integrate property data with emergency response data through cloud-based services.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$66,996.84 with new add-ons total for FY26

The cost for future FY is: \$72,859.06 for FY27

Are the funds budgeted? Yes, funds are budgeted.

Account #1101-505705-5753-76102

File Number:

If a contract, please indicate the cancelation clause

The term of this Agreement is for a period of one year. Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

Director/Commissioner: Wells/Armstrong





Quote Date: 11/04/2025
Customer Name: Lexington Fire Department
Quote #: Q-232230
Quote Expiration Date: 11/28/2025
ESO Account Manager: Jordan Wilson

CUSTOMER CONTACT

Customer Lexington Fire Department
Name Edwin Morgan
Email morgane@lexingtonky.gov
Phone (859) 231-5674

BILLING CONTACT

Payor Lexington-Fayette Urban County Government
Name Linda Gorton
Email mayor@lexingtonky.gov
Phone

Address	200 East Main Street
	Lexington KY, 40507
Billing Frequency	Annual
Initial Term End Date	05-29-2026

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply: Lexington-Fayette Urban County Government (the Payor) represents and warrants that (i) it is the governing or controlling authority over Lexington Fire Department (the Customer), and for the purposes of this Quote, both shall operate as a single entity referred to herein as Customer; (ii) it possesses all necessary and proper legal authority to be bound to the terms of this Quote; and (iii) it shall be responsible for its and its Users' use of the Software and Services under the Agreement.

Fire

Product	Volume	Price	Discount	Total	Fee Type
ESO Properties	70000 Fire Incidents	\$22,680.00	(\$11,233.50)	\$11,446.50	Recurring
ESO Inspections	70000 Fire Incidents	\$18,900.00	(\$9,360.75)	\$9,539.25	Recurring
ESO Hydrants	70000 Fire Incidents	\$11,340.00	(\$5,616.75)	\$5,723.25	Recurring
ESO Permits	70000 Fire Incidents	\$7,560.00	(\$7,560.00)	\$0.00	Recurring
NFPA 101 - 2024	70000 Fire Incidents	\$1,234.00	(\$450.25)	\$783.75	Recurring
NFPA 1 (2024)	70000 Fire Incidents	\$1,234.00	(\$450.25)	\$783.75	Recurring
Properties & Inspections Data Import	70000 Fire Incidents	\$12,595.00	(\$6,822.50)	\$5,772.50	One-time
Fire Setup & Online Training	3 Sessions	\$1,875.00	(\$1,875.00)	\$0.00	One-time

Support

Product	Volume	Price	Discount	Total	Fee Type
Customer Success Professional Services	1 Each	\$14,175.00	(\$0.00)	\$14,175.00	Recurring
Annual Recurring Fees			USD	42,451.50	
One-Time Fees			USD	5,772.50	
TOTAL FEES			USD	48,224.00	



Quote Date: 11/04/2025
Customer Name: Lexington Fire Department
Quote #: Q-232230
Quote Expiration Date: 11/28/2025
ESO Account Manager: Jordan Wilson

For Fire, the following payment terms apply:

The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.
3. For the Initial Term, Customer shall pay a prorated amount of the Total Annual Recurring Fees based upon the Effective Date. Customer shall pay the Total Annual Recurring Fees (subject to any Fee increases in accordance with the Agreement) thereafter.
4. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
5. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Lexington Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lexington-Fayette Urban County Government (LFUCG)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Fire

Product	Description
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Permits	Issue and track permits issued within a jurisdiction.
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
NFPA 101 - 2024	NFPA 101 is the most widely referenced source for occupant safety strategies
NFPA 1 (2024)	The NFPA 1 Fire Code is an extensive standard that addresses various aspects of fire safety. From fire protection systems to means of egress, general safety requirements, and occupancy fire safety

Product

Product	Description
Customer Success Professional Services	



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

Type of Purchase: () Goods/Materials/Equipment () Services

Cost: _____

Sole Source Request for the Purchase of: _____

One Time Purchase

To Establish Sole Source Provider Contract

(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

2. **Below are eligible reasons for sole source. Check one and describe.**

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.
- Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)
- Uniqueness of the service. Describe.
- The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.
- Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.
- Used item with bargain price (describe what a new item would cost). Describe.
- Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:
-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0070-26

File ID: 0070-26	Type: Agenda Item	Status: Agenda Ready
Version: 1	Contract #:	In Control: Police
		File Created: 01/20/2026
File Name: Release of Claims Agreement - Retired Police Canine Cato	Final Action:	
Title: Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Cato to Officer Chaz Grider. No budgetary impact. (L0070-26)(Weathers/Armstrong)		

Notes: RIO 1/21/2026. MS

Sponsors:	Enactment Date:
Attachments: Cover Memo - Release of Claims Agreement - Canine Cato.pdf, Release of All Claims - Canine Cato.pdf, Retirement Memo - Canine Cato.docx, FA-9 CANINE - CATO.pdf	Enactment Number:
Deed #:	Hearing Date:
Drafter: Renita Happy	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0070-26

Title

Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Cato to Officer Chaz Grider. No budgetary impact. (L0070-26)(Weathers/Armstrong)

Summary

Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Cato to Officer Chaz Grider. No budgetary impact. (L0070-26)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:

TO: Mayor Linda Gorton
Urban County Council
Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: January 20, 2026

SUBJECT: **Release of Claims Agreement – Retired Police Canine Cato**

Request

Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This agreement will allow the Lexington Police Department to release retired **Canine Cato to Officer Chaz Grider.**

Why are you requesting?

The attached agreement will release and forever discharge the LFUCG, and its agents and successors, of and from any and all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, Officer Grider acknowledges that this agreement will preclude him from utilizing the retired police canine in an “off-duty” employment assignment for security or law enforcement purposes, and is prohibited to sale or transfer the retired police canine to another public safety entity. We are requesting Council approval for Mayor Gorton to sign the attached agreement. There will be no budgetary impact. Upon approval and signing, please forward a copy of the signed agreement to the Chief’s Office for our records.

What is the cost in this budget year and future budget years?

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

There will be no budgetary impact.

File Number: - 0070-26

**Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department**

LBW/rmh

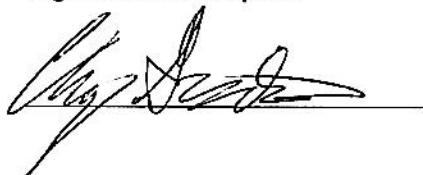


RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

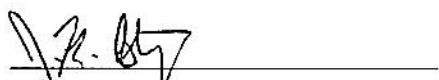
I, CHAZ GRIDER (name), of MIDDLEBURG (city),
KY (state), for and in consideration of being given retired police
canine CATO (name), 3 (age), which is a MALINOIS (breed of
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,
remise, release, and forever discharge the Lexington-Fayette Urban County Government
and its agents and successors, of and from any and all manner of actions, claims and
demands whatsoever arising out of the gift of the retired police canine. In return, I
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"
employment assignment for security or law enforcement purposes, and am prohibited to
sell or transfer the retired police canine to another public safety entity.

Witness my hand this 14th day of JANUARY, 2026.

Signature of Recipient



Witness

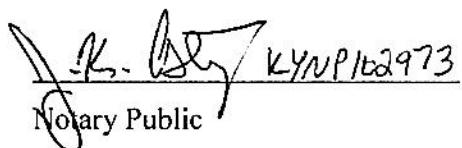


State of Kentucky

County of Fayette

Subscribed and sworn before me by JEREMIAH ASBERRY
On this, the 14th day of JANUARY, 2026.

My commission expires: 7-23-29


K. Bly KYNP162973
Notary Public

Supported and approved by the Lexington Police Department.

Chief Lawrence Weathers
Lexington Police Department

Date _____

Mayor or Designee
Lexington – Fayette Urban County Government

Date _____



LEXINGTON POLICE
DEPARTMENT
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE

01-15-2026

EFFECTIVE DATE

NUMBER

TO:	Lieutenant Jeremy Brislin Bureau of Special Operations - Operational Support	SUBJECT: Canine Cato Retirement Memorandum
FROM:	Sergeant Justin Gilliam Bureau of Special Operations - Canine Unit	

Lieutenant Brislin,

I am requesting retirement of canine Cato (Inventory Tag No. 110982) due to aggression issues with other handlers, outside of his recent handler Officer Grider, restricting his ability to be assigned to another handler and to work efficiently as a patrol and explosives canine. Officer Grider is requesting for canine Cato to reside with him and his family. Sergeant Newton and I fully support this request due to Officer Grider's extensive knowledge and experience in canine training and his relationship with canine Cato as his previous handler. Officer Grider has filled out the Release of Claims documentation needed for this. Canine Cato has already had his teeth cleaned last quarter and has no known health concerns.

Thank you for your consideration,

Sergeant Justin Gilliam, 53689

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM**

Old Department	New Department
Requested by:	Sgt. Justin Gilliam
Inventory Coordinator:	Lorie Gambill
Division Approval:	
Date:	



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0078-26

File ID: 0078-26	Type: Agenda Item	Status: Agenda Ready
Version: 1	Contract #:	In Control: Fire and Emergency Services
File Name: God's Pantry MOU 2026		File Created: 01/21/2026
Final Action:		

Title: Authorization to enter a Memorandum of Understanding with God's Pantry Food Bank to establish a collaborative partnership with the Division of Fire and Emergency Services Community Paramedicine Program that supports the distribution of emergency food assistance and improves food security for eligible community members. No budgetary impact. (L0078-26) (Wells/Armstrong)

Notes:

Sponsors:	Enactment Date:
Attachments: CP and Gods Pantry Blue Sheet memo_012026, God's Pantry MOU- LFUCG	Enactment Number:
Deed #:	Hearing Date:
Drafter: Tammy James	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0078-26

Title

Authorization to enter a Memorandum of Understanding with God's Pantry Food Bank to establish a collaborative partnership with the Division of Fire and Emergency Services Community Paramedicine Program that supports the distribution of emergency food assistance and improves food security for eligible community members. No budgetary impact. (L0078-26)(Wells/Armstrong)

Summary

Authorization to enter a Memorandum of Understanding with God's Pantry Food Bank to establish a collaborative partnership with the Division of Fire and Emergency Services Community Paramedicine Program that supports the distribution of emergency food

assistance and improves food security for eligible community members. No budgetary impact. (L0078-26)(Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: 01/21/2026

SUBJECT: MOU between God's Pantry and LFUCG Division of Fire and EMS Community Paramedicine

The Division of Fire and Emergency Services requests authorization to enter a Memorandum of Understanding with God's Pantry Food Bank to establish a collaborative partnership that supports the distribution of emergency food assistance and improves food security for eligible community members served through LFUCG programs.

Department needs this action completed because:

Department needs this action completed because this Memorandum of Understanding allows the Division of Fire and Emergency Services Community Paramedicine program to address food insecurity as a social determinant of health by providing timely, no-cost emergency food assistance to eligible community members, while ensuring proper screening, accountability, and coordination with a trusted community partner.

What is the cost in this budget year and future budget years?

The cost for this FY is: There is no cost to LFUCG

The cost for future FY is: There is no cost to LFUCG

Are the funds budgeted? No impact on the budget

File Number:

If a contract, please indicate the cancelation clause.

This Memorandum of Understanding may be terminated by either party with written notice at any time.

Director/Commissioner: Wells/Armstrong



**Memorandum of Understanding
Between God's Pantry Food Bank, Inc. and
Lexington Fayette Urban County Government**

PURPOSE

This Memorandum of Understanding (MOU) is entered between God's Pantry Food Bank and Lexington Fayette Urban County Government collectively referred to as "Parties". This MOU sets forth a structure in which both parties will work in a mutually beneficial manner to improve food security amongst the community members served by this program.

GOD'S PANTRY FOOD BANK ACCEPTS THE FOLLOWING RESPONSIBILITIES:

1. To provide a selection of food products to serve a pre-determined number of patients.
2. To deliver the packaged boxes or cases of food product to the designated partner location or arrange for a pick-up at a God's Pantry Food Bank warehouse or drop location.

THE PARTICIPATING AGENCY ACCEPTS THE RESPONSIBILITY TO:

1. Screen clients to ascertain need for emergency food assistance using a relevant screening tool.
2. Record number of visits and boxes distributed and provide this information at the end of every month to God's Pantry Food Bank.
3. Provide at least a 5-business day notice when boxes or food product will be needed.
4. Use food procured from God's Pantry Food Bank for the approved program only without fee or requirement to work, volunteer, or otherwise participate to receive food through this service.
5. Store all food at least 6 inches off the floor, 4 inches from the wall, and 18 inches from the ceiling in a secure storage area with access by authorized personnel only.
6. Recognize that God's Pantry Food Bank provides temporary help. The patient should be informed of the availability and benefits of other programs operating in the community and assisted in applying to programs to which they are entitled.

We mutually agree to keep the needs of people facing food insecurity foremost in our attention as we cooperate for this program. Both parties agree to work together to determine the best type of food products (non-perishable or perishable) for the space and equipment housed at this health care location.

This agreement will annually renew on the last day of December each year provided neither party has indicated in writing a desire to terminate the relationship.



11/14/2025

Michael Halligan
CEO
God's Pantry Food Bank, Inc.

Date

Mayor's signature

Mayor's printed name

Participating Agency Name

Address

Phone

Email

Date



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0088-26

File ID: 0088-26	Type: Agenda Item	Status: Agenda Ready
Version: 2	Contract #:	In Control: Grants and Special Programs
		File Created: 01/23/2026
File Name: Request Council authorization to execute Consultant Services Agreement with WSP USA , Inc. for the Winchester Road Corridor Study at a cost not to exceed \$350,000. This Consultant Services Agreement may be terminated by either party upon ten (10) days wr	Final Action:	
Title: Authorization to execute Consultant Services Agreement with WSP USA, Inc., pursuant to RFP #42-2025, for the Winchester Road Corridor Study at a cost not to exceed \$350,000. The purpose of the plan is to identify how incremental infill and development can be responsive to market forces, meet the needs of the surrounding community, and provide safe access for all travel modes. Funds are budgeted. (L0088-26)(Duncan/Horn)		

Notes:

Sponsors:	Enactment Date:
Attachments: 26-Blue Sheet WSP USA for Winchester Rd Study, Consultant Services Agreement for RFP 42-2025 DRAFT, ExhibitA_RFP Pkg 42-2025, ExhibitB_WSP_Response, ExhibitC_Scope_Schedule, ExhibitD_Amended_Risk_Management_Provisions	Enactment Number:
Deed #:	Hearing Date:
Drafter: Katrina James	Effective Date:

History of Legislative File

Ver:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0088-26

Title

Authorization to execute Consultant Services Agreement with WSP USA, Inc., pursuant to RFP #42-2025, for the Winchester Road Corridor Study at a cost not to exceed \$350,000. The purpose of the plan is to identify how incremental infill and development can be responsive to market forces, meet the needs of the surrounding community, and provide

safe access for all travel modes. Funds are budgeted. (L0088-26)(Duncan/Horn)

Summary

Authorization to execute Consultant Services Agreement with WSP USA, Inc., pursuant to RFP #42-2025, for the Winchester Road Corridor Study at a cost not to exceed \$350,000. The purpose of the plan is to identify how incremental infill and development can be responsive to market forces, meet the needs of the surrounding community, and provide safe access for all travel modes. Funds are budgeted. (L0088-26)(Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Todd Henning, 1/20/2026

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-160705-0001-71299

This Fiscal Year Impact: \$ 350,000

Annual Impact: \$0

Project: WINCHESTER_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance: \$350,000.00



TO: **LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

FROM: **THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: **JANUARY 22, 2026**

SUBJECT: **Authorization to Execute Consultant Services Agreement with WSP USA
Inc. RFP #42-2025 for Winchester Road Corridor Study**

Request: Council authorization to execute Consultant Services Agreement with WSP USA , Inc. for the Winchester Road Corridor Study at a cost not to exceed \$350,000

This Consultant Services 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.

Purpose of Request: On September 18, 2025 (Resolution 446-2025), Council authorized acceptance of federal Surface Transportation Block Grant – Lexington (STBG-SLX) funds for the Winchester Road Corridor Study. The City of Lexington's Division of Planning, in partnership with the Lexington Area Metropolitan Planning Organization (MPO), issued RFP #42-2025 seeking proposals from qualified professional planning and urban design firms to complete a coordinated corridor land use plan and transportation study for Winchester Road (US 60) from East 3rd / Midland Avenue to Bahama Road. The primary purpose of the plan is to identify how incremental infill, and development can be responsive to market forces, meet the needs of the surrounding community, and provide safe access for all travel modes. This corridor study will advance Lexington's Vision Zero and Complete Streets goals by recommending design and policy strategies that improve safety, expand travel options, and create a more connected, people-centered corridor. The final product will include recommended street cross-sections, a prioritized list of transportation improvements, land use and urban design recommendations, and a regulatory framework for plan implementation.

The selected consultant shall:



- Identify opportunities to add mixed land uses to serve the surrounding neighborhoods and increase residential housing along the corridor, including more affordable housing, based on market analyses.
- Identify solutions for improving multi-modal access and safety along the corridor.
- Facilitate substantial and meaningful public and stakeholder engagement with business owners along the corridor, including small and minority-owned and operated businesses, as well as the surrounding neighborhoods, some of which have often been marginalized and underrepresented.
- Develop implementation plans for transportation improvements, regulatory land use recommendations, and site and corridor design guidelines.

Six (6) proposals were submitted in response to RFP #42-2025. The Selection Committee recommended WSP USA, Inc., as the most qualified consultant to conduct the Scope of Work as outlined in the RFP and further detailed in the consultant's response.

Cost in this Budget year and future budget years: \$350,000 is cost in FY26. (\$280,000 in federal funds and \$70,000 in local match.) There are no anticipated planning costs in future budget years.

Are the funds budgeted? Yes, 3160-160705-0001-71299 WINCHESTER_2026 FED_GRANT

File Number: 0088-26

Director/Commissioner: Duncan/Horn



CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and WSP USA INC. (**CONSULTANT**). **OWNER** intends to proceed with the Winchester Road Corridor Study in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 42-2025. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 42-2025.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated which include customary planning incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 42-2025 (Exhibit "A"); Consultant's Response dated December 3, 2025 (Exhibit "B"); Amended Scope of Work to Consultant Response (Exhibit "C"); and Amended Risk Management Provisions, Insurance and Indemnification Requirements (Exhibit "D").

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. 42-2025 (Exhibit "A").

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. See Exhibit "A" for complete listing of all deliverables.

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

The General Condition provisions of RFP No. 42-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2.** All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. **CONSULTANT** shall commence services no later than March 1, 2026 and shall complete the "Amended Scope of Work" on or before June 30, 2027. See Exhibit "B" and "C" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding \$350,000. The **CONSULTANT** will provide services outlined in the Exhibit A.

5.2 Times of Payment.

5.2.1 **CONSULTANT** shall submit monthly statements for Basic Services. The **OWNER** shall not approve payment in an amount greater than the contract fee percentage represented below for each project milestone and as outlined in Exhibit A. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

Tasks 0 through 2	20%
Tasks 3 through 6	40%
Tasks 7 through 9	60%
Tasks 10 through 12 & draft report	80%
Task 13 Delivery of final draft, final presentations & data sets	100%

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

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

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

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from a breach of the above-mentioned standard of care by the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, in its professional judgement, the information is accurate. Failure on the part of **CONSULTANT** to provide services in accordance with the standard of care may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 42-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS

- 8.1.** This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

ATTEST:

ABIGAIL ALLAN, COUNCIL CLERK

CONSULTANT (WSP USA INC):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

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

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #42-2025 Winchester Road Corridor Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 3, 2025**. 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.

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

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions 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

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
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: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address:



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 (TSMSDC)

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



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:

Project Name:

Contact Name:

Email:

Date:

Project Number:

Telephone:

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

Date

4870-1925-6809, v. 1

Company Representative

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

- (c) 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.

Winchester Road Corridor Transportation & Land Use Study

Scope of Services

PROJECT PURPOSE

The City of Lexington's Division of Planning, in partnership with the Lexington Area Metropolitan Planning Organization (MPO), is seeking proposals from qualified professional planning and urban design firms to complete a coordinated corridor land use and transportation plan for Winchester Road (US-60) from East 3rd / Midland Avenue to Bahama Road. The primary purpose of the plan is to identify how incremental infill, and development can be responsive to market forces, meet the needs of the surrounding community, and provide safe access for all travel modes. This corridor study will advance Lexington's Vision Zero and Complete Streets goals by recommending design and policy strategies that improve safety, expand travel options, and create a more connected, people-centered corridor. The final product will include recommended street cross-sections, a prioritized list of transportation improvements, land use and urban design recommendations, and a regulatory framework for plan implementation.

CONSULTANT RESPONSIBILITIES

Consulting firms or teams should be led by a planning/design firm and must also include qualified engineering support. They must also be pre-qualified with the Kentucky Transportation Cabinet. Proven success engaging marginalized and other hard-to-reach audiences during public outreach efforts is also desirable as well as experience in conducting market analyses. The selected consultant will:

- Identify opportunities to add mixed land uses to serve the surrounding neighborhoods and increase residential housing along the corridor, including more affordable housing, based on market analyses.
- Identify solutions for improving multi-modal access and safety along the corridor.
- Facilitate substantial and meaningful public and stakeholder engagement with business owners along the corridor, including small and minority-owned and operated businesses, as well as the surrounding neighborhoods, some of which have often been marginalized and underrepresented.
- Develop implementation plans for transportation improvements, regulatory land use recommendations, and site and corridor design guidelines.

BACKGROUND

Lexington's Comprehensive Plan outlines a growth strategy that includes managing the community's population and economic growth by increasing the intensity of land utilization along principal corridors while also increasing mass transit viability and utilization through more transit-oriented development.

The 2023 Comprehensive Plan Pillar II, Placemaking Policy #12 calls for corridor land use and transportation plans to guide how major arterials redevelop over time with the goal of increasing residential uses and densities, providing more diverse land uses, and encouraging neighborhood-supporting uses to meet the needs of nearby residents. A concurrent goal is to identify transportation improvements that are needed to support these incremental changes and serve future travel demand

for moving people, goods, and supporting local commerce. Winchester Road. will be the third corridor to be studied, following the completion of recent corridor studies of Nicholasville Rd and New Circle Road.

The Winchester Road corridor experiences daily congestion as a major regional commuter route from I-75 into the Lexington area, making it one of the most significant gateways to downtown Lexington. Transportation challenges include high traffic volumes (26,000 to 44,000 ADT) and congestion at peak hours. Winchester Road is on Lexington's High Injury Network (per the Lexington Area MPO Safety Action Plan). Therefore, transportation improvement concepts that improve safety, reduce conflict points, and prevent serious and fatal injuries need to be identified.

As you travel inbound from Bahama Road along the corridor, the land use and roadway character changes significantly from rural, to suburban, to urban (including on-street parking and street facing businesses). Land uses along the corridor include a mix of large and small parcels, therefore a one-size-fits-all approach to infill and redevelopment, design standards, or guidelines is inappropriate.

The corridor can be divided into five segments, with a unique character and challenges in each.

- Segment 1 (from Midland Avenue to Delaware Avenue) is comprised of urban and industrial land uses. It is served by Lextran, but lacks adequate pedestrian infrastructure, despite significant pedestrian activity.
- Segment 2 (from Delaware Avenue to New Circle Road) is primarily comprised of urban and commercial land uses. It is partially served by Lextran, but lacks adequate pedestrian infrastructure, despite significant pedestrian activity.
- Segment 3 (from New Circle Road to Sir Barton Way) is primarily comprised of residential land uses but lacks significant multimodal infrastructure.
- Segment 4 (from Sir Barton Way to I-75) is primarily comprised of interchange land uses and lacks significant multimodal infrastructure.
- Segment 5 (from I-75 to Bahama Road) is primarily composed of rural land uses but is included in the 2024 Urban Growth Master Plan (UGMP) and is expected to have significant development activity over the next several decades.

PROJECT GOALS / OUTCOMES

- Improve multi-modal traffic safety and access by reducing conflicts and slowing speeds to reduce the risk of fatal and serious injuries for all travel modes.
- Encourage future redevelopment that is denser, mixed in use, and transit and pedestrian-oriented in design.
- Improve connectivity and maintain adequate mobility for all modes of transportation.
- Utilize a multi-pronged approach to achieve meaningful engagement with stakeholders and the local community.
- Develop a cohesive sense of place along each segment of the corridor.
- Identify opportunities for infill and identify potential catalytic sites

TASKS / PRODUCTS

1) Existing conditions review/report

Conduct an existing-conditions analysis including a review of regulations currently guiding the development of the corridor, existing land uses and densities, vacant and underutilized land, existing multimodal transportation infrastructure and transit services, multimodal safety concerns, and severely congested / bottleneck locations. MPO and Planning staff will be able to provide much of the GIS and base data needed to generate this report.

2) Market analysis

Conduct a high-level market analysis of the viability and capacity for redevelopment along the corridor, including a survey of properties directly fronting on Winchester Road. Identify what the Lexington market may support, particularly given recent changes in commercial, professional office, industrial, and residential housing demand. The consultant should articulate how the findings of the market analysis may impact the remaining study tasks. A preliminary focus area for the market analysis is up to a quarter mile off the corridor and outlined in yellow on the study area map.

3) Public & stakeholder engagement

Conduct stakeholder engagement with commercial and industrial landholders and business operators along the corridor to identify barriers and opportunities for improvement to their property and along the roadway. Conduct stakeholder meetings with roadway and railroad owners/operators and transit operators. Conduct a series of public outreach events to inform and involve the surrounding residential communities to determine what they would like to see along the corridor (using the [Public Engagement Toolkit](#)). Update and engage the LFUCG Planning Commission, LFUCG Urban County Council, and Lexington Area MPO throughout the process.

4) Redevelopment and land use scenarios

Identify redevelopment opportunities and land use scenarios. Recommendations should include desired densities, floor area ratios and appropriate land use mix within the study area.

5) Conceptual plans for catalyst sites

Develop conceptual plans and renderings for 1-3 catalytic sites of varying types, with the final selection to be made by the client.

6) Corridor design standards

Prepare corridor-based design standards, particularly for commercial and office uses, car sales lots, and vehicle use areas. These standards should reflect the principles of the forthcoming Lexington's Complete Streets Design Manual (CSDM) and the [Corridors Commission Typology & Strategic Design Guide](#), ensuring that future development supports safe, comfortable, and multimodal travel. Some aspects of these design standards should be unique to the corridor, while others may be portable and applicable to other corridors across the city, similar in nature to the [Multi-Family Design Standards](#).

7) Neighborhood transitions & connectivity

Develop design recommendations for commercial to neighborhood transitions including building orientation/heights, buffers/landscaping, and multimodal connectivity. Identify any public or private infrastructure improvements needed to reduce barriers and improve neighborhood connectivity within a half mile of commercial sites, points of interest, and the roadway.

8) Identify transportation impacts and potential solutions

Identify how the existing and proposed redevelopment strategies outlined in this and other plans (i.e. NCR corridor, and UGMP) will impact trip generation and travel patterns along the corridor and any mitigating factors that may reduce overall vehicle miles of travel (VMT) including mixed use development, improved connectivity, and multimodal and transit-oriented design. A primary goal is to identify innovative solutions to improve multimodal safety, access management, travel times and reliability, and to increase transit ridership-and encourage the use of non-motorized transportation modes. Recommendations should acknowledge a long-term vision for enhanced transit service and more walkable, transit-oriented design.

9) Develop a prioritized list of transportation improvements

Identify needed public infrastructure improvements along the corridor and recommend phasing. Include planning level cost estimates for the design and construction of projects. Identify locations where right of way and utility relocation may be necessary. Identify the location of privately funded improvements that are needed at the time of redevelopment.

10) Street cross-sections

Identify preferred building setbacks and right of way limits such that all proposed transportation improvements can be accomplished either at the time of development or at a later date. Sample roadway cross-sections, both existing and proposed, should be identified along with a clear demarcation where such cross-sections change significantly.

11) Develop a regulatory framework for plan implementation

This may include land use and/or zoning recommendations, an overlay and/or design guidelines or standards with an emphasis on walkable and transit-oriented development along the corridor. The framework should include:

- Orientation of buildings to road network, desired setbacks and building heights
- Lot coverage, floor area ratio, dwelling units within the project limits
- Design specifics for accessibility for bike/ped/mass transit
- Adjustments with the Interchange Service Business (B-5P) zone

12) Identify innovative strategies for plan implementation This should expand beyond traditional sources of funding.

KEY STAKEHOLDERS

- Property owners & business operators along the corridor.
- Members of the development community – both local and regional.
- Residents from neighborhoods adjacent to the corridor.
- Roadway owners & operators including the Kentucky Transportation Cabinet, Lextran, LFUCG Traffic Engineering, and LFUCG Engineering.
- Rail owners and operators within the transportation analysis area.
- Councilmembers in the study area: Council Districts 1, 3, 5, 6, and 12.
- Transportation and land use policy makers including the LFUCG Planning Commission, Lexington Area MPO, Lextran Board of Directors, and Urban County Council.
- Commuters and the traveling public, including motorists, transit users, pedestrians, and bicyclists.

PROJECT LIMITS

The project limits extend along Winchester Road (US 60) from East Third Street / Midland Avenue to Bahama Road, approximately 5.8 miles. The study area for the market analysis is a quarter mile off the corridor and outlined in yellow on the project map. The limits of recommended transportation improvements extend along the corridor and up to a half mile off the corridor where connectivity to adjacent neighborhoods is needed.

TIMELINE

Notice to proceed anticipated in January 2026 with a desired project timeline of 12 months, not to exceed June 30, 2027.

PROJECT OVERSIGHT

The Division of Planning will be the primary project contact and will facilitate close coordination with the Lexington Area MPO. A small committee will meet regularly to guide project development and work products.

PROJECT FUNDING

The project is 40% funded with federal Surface Transportation Block Grant funding dedicated to the Lexington MPO Area (SLX), 40% PL-Discretionary funding and a 20% non-federal match provided by the Lexington-Fayette Urban County Government.

RELEVANT PLANS, STUDIES AND PROJECTS

- [City of Lexington Comprehensive Plan](#)
- [Expansion Area Master Plan \(1996\)](#)
- [Lexington Area MPO 2050 Metropolitan Transportation Plan](#)
- [Lexington Area MPO FY 2025-2028 Transportation Improvement Program \(TIP\)](#)
- [Lexington Area MPO Regional Bicycle & Pedestrian Master Plan](#)
- [Corridors Commission Typology & Strategic Design Guide](#)
- [Imagine New Circle Road](#)
- [Imagine Nicholasville Road](#)
- [Urban Growth Master Plan](#)
- [Public Engagement Toolkit](#)
- [LFUCG Complete Streets Policy](#)
- [East Lexington Trail Study](#)
- [KYTC Complete Streets Program](#)
- [KYTC Highway Plan](#) (Relevant projects along US 60):
 - 7-80309.00 - Operational & multimodal improvements from Midland to New Circle Road
 - 7-80207.00 - Provide a safe and efficient connection with access to I-64 from US 60 near the Hamburg area
 - 7-80150.00 - Widening and modernizing from the end of the four-lane section near Polo Club Blvd to Haley Road
 - 7-09039.00 - Installation of signalized intersection for pedestrians on Winchester Road at Strader Drive

DELIVERABLES

- A final digital report that details the findings and outcomes of each of the tasks set forth in the scope of work - PDF file and InDesign file (if used).
- Data sets collected or created during the performance of the study including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this study.
- GIS files for all maps and geospatial products
- Two presentations each to the MPO Transportation Policy Committee, MPO Transportation Technical Coordinating Committee, the Lexington-Fayette County Planning Commission, and the Lexington Board of Directors during their regularly scheduled meetings. One final presentation to the Lexington Fayette Urban County Council. One public hearing presentation to the LFUCG Planning Commission.
- An executed public outreach plan and any public display materials or presentations in relation to the project.

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract. It is desired to complete the project within 12 months. It shall not exceed 18 months.

The LFUCG and MPO shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Tasks 1 through 2	20%
Tasks 3 through 6	40%
Tasks 7 through 9	60%
Tasks 10 through 12 & draft report	80%
Delivery of final draft, final presentations & data sets	100%

SUBMITTAL REQUIREMENTS

Seven hard copies and a digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the Winchester Road Corridor Land Use Plan & Transportation Study. What unique ideas or experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Team qualifications will be demonstrated and evaluated by:

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

Winchester Road Corridor Study Map

Legend	
Winchester Road Project Limits	
Local Street	
Project Overlap	
SYP Item #7-80309.00	
SYP Item #7-80150.00	
SYP Item #7-80207.00	
Urban Service Area	
Market	
Analysis Area (1/4 mile)	
Transportation	
Analysis Area (1/2 mile)	

N

Esri, NASA, NGA, USGS, FEMA

2 Miles

0

0.5

1



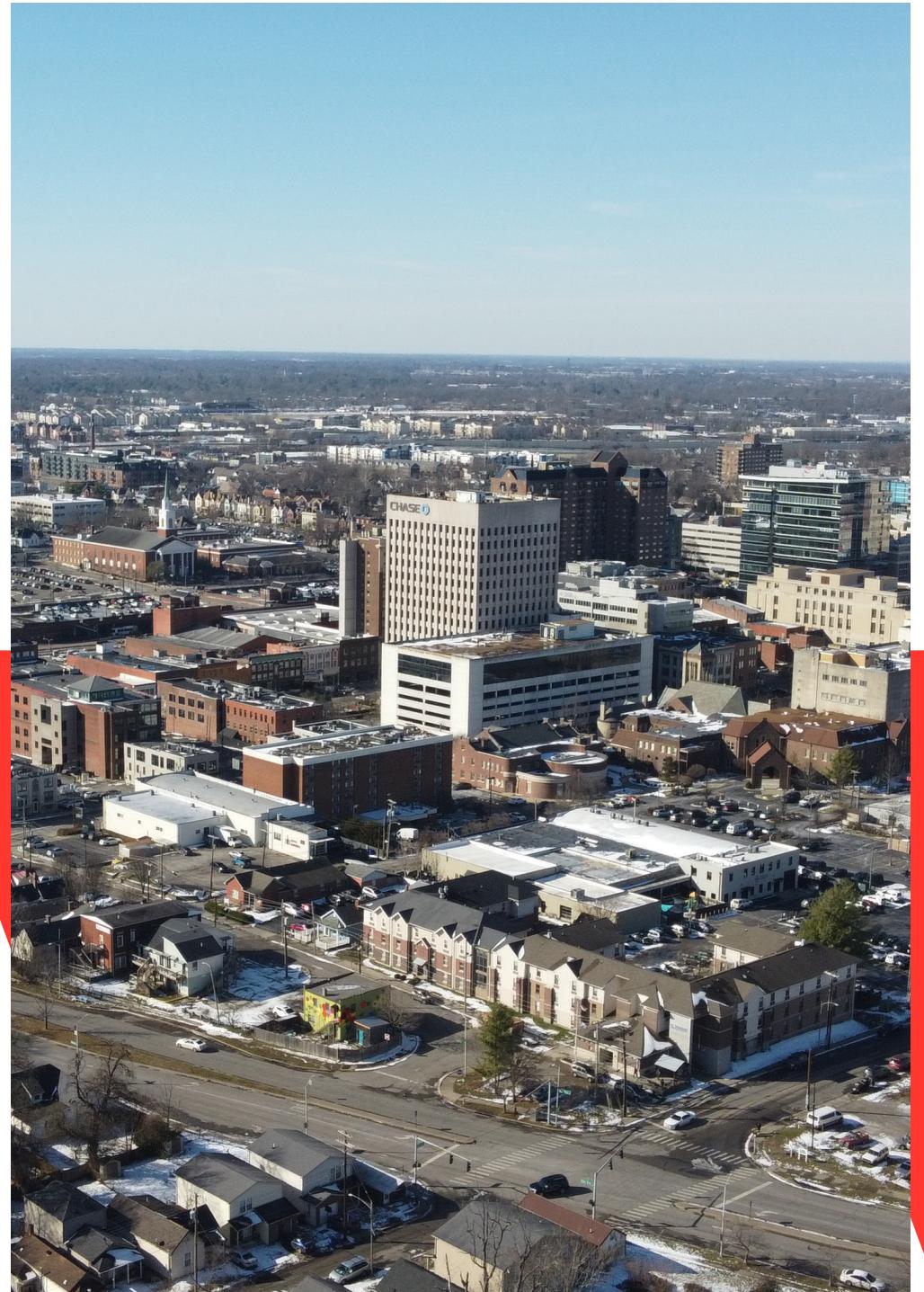


LEXINGTON AREA
Metropolitan Planning Organization

WINCHESTER ROAD CORRIDOR STUDY

RFP #42-2025

DECEMBER 3, 2025



December 3, 2025

Division of Planning
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: Proposal for RFP #42-2025, Lexington Fayette Urban County Government, Winchester Road Corridor Study

Dear Members of the Selection Committee:

WSP is pleased to submit this proposal for the Winchester Road Corridor Transportation & Land Use Study. As a longstanding and trusted partner to the Lexington-Fayette Urban County Government (LFUCG) and the Lexington Area Metropolitan Planning Organization (LAMPO), WSP has consistently delivered innovative, actionable solutions that advance the community's vision for safer, more connected, and vibrant corridors.

Demonstrated Partnership and Results

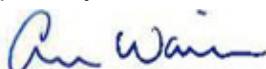
WSP served as the lead consultant for Imagine Nicholasville Road, a study that achieved unanimous approval from the Lexington-Fayette Urban County Council. This outcome reflects WSP's ability to engage stakeholders, facilitate consensus, and deliver plans that are both visionary and implementable. The firm's ongoing work with the Kentucky Transportation Cabinet (KYTC) on the Nicholasville Road corridor further demonstrates a unique capacity to bridge progress from local vision to state-level implementation, ensuring continuity and alignment across jurisdictions.

Expertise Aligned with Project Goals

- **Local Knowledge and Experience:** WSP's thorough understanding of Lexington's corridors, regulatory environment, and stakeholder landscape ensures a tailored approach that builds on recent successes and addresses the unique challenges of Winchester Road.
- **Technical Excellence:** Anne Warnick, PE will lead a team that brings specialized expertise in multimodal safety, land use planning, market analysis, and inclusive public engagement, with a proven record of reaching marginalized and underrepresented communities.
- **Commitment to Community Goals:** WSP's approach is fully aligned with LFUCG's Vision Zero, Complete Streets, and equitable economic development objectives, as well as the goals outlined in the Comprehensive Plan and this RFP.
- **Proven Performance:** Past performance with LFUCG and KYTC demonstrates this team's ability to deliver high-quality work on schedule and within budget, while fostering consensus among diverse stakeholders.

WSP stands ready to help LFUCG and the MPO realize a transformative vision for Winchester Road, one that supports safe mobility, economic vitality, and a strong sense of place for all corridor users. Thank you for the opportunity to continue this valued partnership and to contribute to another successful corridor study for Lexington.

Respectfully Submitted,



Anne Warnick, PE, PTOE
Project Manager



Aaron Detjen, PE, RSP¹
Local Business Leader, Kentucky



For more than a decade, WSP, EHI Consultants, MKSK, and Development Strategies have supported LFUCG through a wide range of planning and traffic engineering initiatives, delivering services across all areas of the community. This experience includes leading complex transportation and land use studies, such as the Imagine Nicholasville Road Study, and implementing innovative solutions that reflect both national best practices and a deep understanding of local needs.

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SECTION 2 Team Summary

SECTION 3 Project Team Organizational Chart & Resumes

SECTION 4 Similar Projects

SECTION 5 Project Understanding & Approach

SECTION 6 Required Forms

SECTION 1

FIRM INFO

FIRM INFO

WSP is partnering with EHI Consultants, MKSK, and Development Strategies to bring the best multidisciplinary team to reimagine Winchester Road.

WSP USA, Inc.

WSP Lexington has proudly served our community for over 25 years, with a team of more than 50 professionals dedicated to supporting LFUCG, KYTC, and other Kentucky clients. As a trusted local partner, we lead in transportation and urban planning, delivering solutions in Complete Streets, Vision Zero, active transportation, signal operations, flexible engineering design, and multi-jurisdictional initiatives. We are prequalified with KYTC in the following applicable categories:

- ✓ Advanced Transportation Planning Engineering
- ✓ Conceptual Transportation Planning
- ✓ Pedestrian & Bicycle Planning & Design
- ✓ Transportation Planning Engineering
- ✓ Traffic Engineering
- ✓ Urban Roadway Design

Behind our local strength is the global reach of WSP — one of the world's leading professional services firms. Operating in over 50 countries and employing approximately 73,000 professionals, WSP unites engineering, advisory, and science-based expertise to shape communities and advance humanity. This global network allows us to bring international best practices and specialized experts to your projects whenever needed, ensuring innovative, world-class solutions for Kentucky and beyond.



MKSK
DEVELOPMENT STRATEGIES

EHI Consultants

EHI is a locally based, award-winning planning firm with 25 years of experience serving communities throughout Kentucky and the Southeast. The firm offers a comprehensive range of planning, engineering, and design services, with expertise spanning neighborhood and comprehensive plans, subdivision regulations, zoning ordinances, and project implementation. EHI is recognized for its thoughtful and inclusive community engagement, employing creative outreach strategies to ensure meaningful participation and consensus-building among diverse stakeholders.

The firm's work has been honored by the Kentucky American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects, and includes notable projects such as the Newtown Pike Extension Corridor Plan, which received national recognition from AASHTO. EHI's team of accredited professionals is committed to advancing sustainable and equitable environments through accessible, client-focused service.

MKSK

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We are an employee-owned practice with a network of twelve metropolitan studios. MKSK works to solve the pressing issues in our cities and communities, and build places where people want to live. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design.

We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

Development Strategies

Founded in 1988, Development Strategies provides economic and market research, strategic and land use planning, counseling, and valuation services. We apply market analysis as the foundation for a vision of greater future prosperity, resulting in strategic investment of our clients' resources. The depth and breadth of our collective knowledge and experience provides value to clients in realizing their aspirations.

SECTION 2

TEAM SUMMARY

TEAM SUMMARY

How the WSP Team is Uniquely Qualified

LFUCG and LAMPO recognize that thriving communities depend on the seamless integration of land use and transportation planning. Achieving the City's Comprehensive Plan goals—growing successful neighborhoods, protecting the environment, creating jobs, and balancing urban and rural needs—requires coordinated land use policies and plans along with a safe, connected transportation network. Reimagining Winchester Road is central to these ambitions, and WSP brings unmatched qualifications to deliver a Land Use and Transportation Study that will bring a transformative vision to Winchester Road.

Proven Results and Implementation of Similar Plans

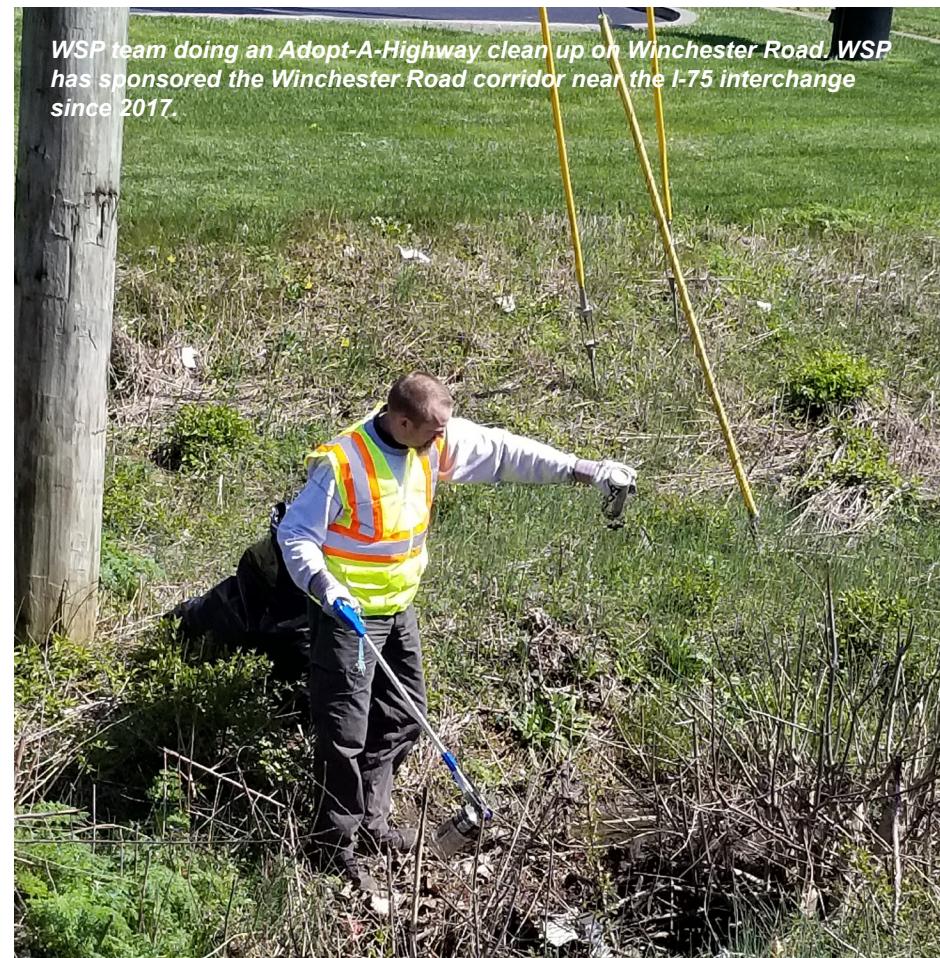
Our work on the Imagine Nicholasville Road Study exemplifies WSP's collaborative approach. By working closely with local agencies, WSP delivered a plan that earned unanimous Planning Commission approval and the backing of both KYTC and Lextran. WSP is currently supporting KYTC with the follow-up study focused on traffic and transit forecasting analyses. KYTC District 7 plans to advance several of the study's recommendations into the 2026 Six-Year Highway Plan, demonstrating WSP's ability to deliver actionable plans that move beyond vision to implementation, with broad agency buy-in.

Deep Local Roots, National Perspective

WSP's Lexington team offers a unique blend of local understanding and national best practices, thanks to their years of service in the region and involvement in projects nationwide. Project Manager Anne Warnick's long-standing commitment to Lexington, along with local partners EHI and MKSK, ensures a nuanced understanding of the area's land use, traffic patterns, and community needs. Our team has teamed with LFUCG on numerous studies including the Brighton Trail, the Campus to Commons Trail Connectivity Study, the Euclid Avenue & South Limestone Commercial Corridor Study, and we're currently working on the Downtown Lexington Master Plan. This local insight is complemented by best practices from similar projects across Kentucky and nationwide, such as the Preston Corridor Plan, Broadway Master Plan, and West Kentucky Street Corridor Master Plan in Louisville; Innovation Mile in Indiana; Armour Road and Community Mobility Hubs in Missouri; the Michigan Avenue PEL Study in Michigan; and USDOT's Thriving Communities projects throughout the country. The WSP team will draw from these experiences to bring innovative, tailored, and implementable solutions to Winchester Road.

Consensus-Building Across Stakeholders

Often, conversations around planning and development are not easy. Our team excels at uniting diverse stakeholders—from city planners and engineers to KYTC, Lextran, developers, and landowners—around a shared vision. Ryan and Ed Holmes [EHI] are truly gifted at listening, understanding, and collaborating with the community, no matter their background. Every voice has a seat at the proverbial table. WSP's communications group brings further experience with strategic messaging and communications methods to round out our local team's experience. We have proven that this team can reach out to stakeholders and take the input we receive directly into the outcomes in a plan. Our team's success with the Imagine Nicholasville Road Study proves its ability to foster collaboration and secure buy-in for bold, forward-thinking plans. WSP is committed to working with LFUCG to realize a Winchester Road corridor that is affordable, inclusive, and desirable for all.



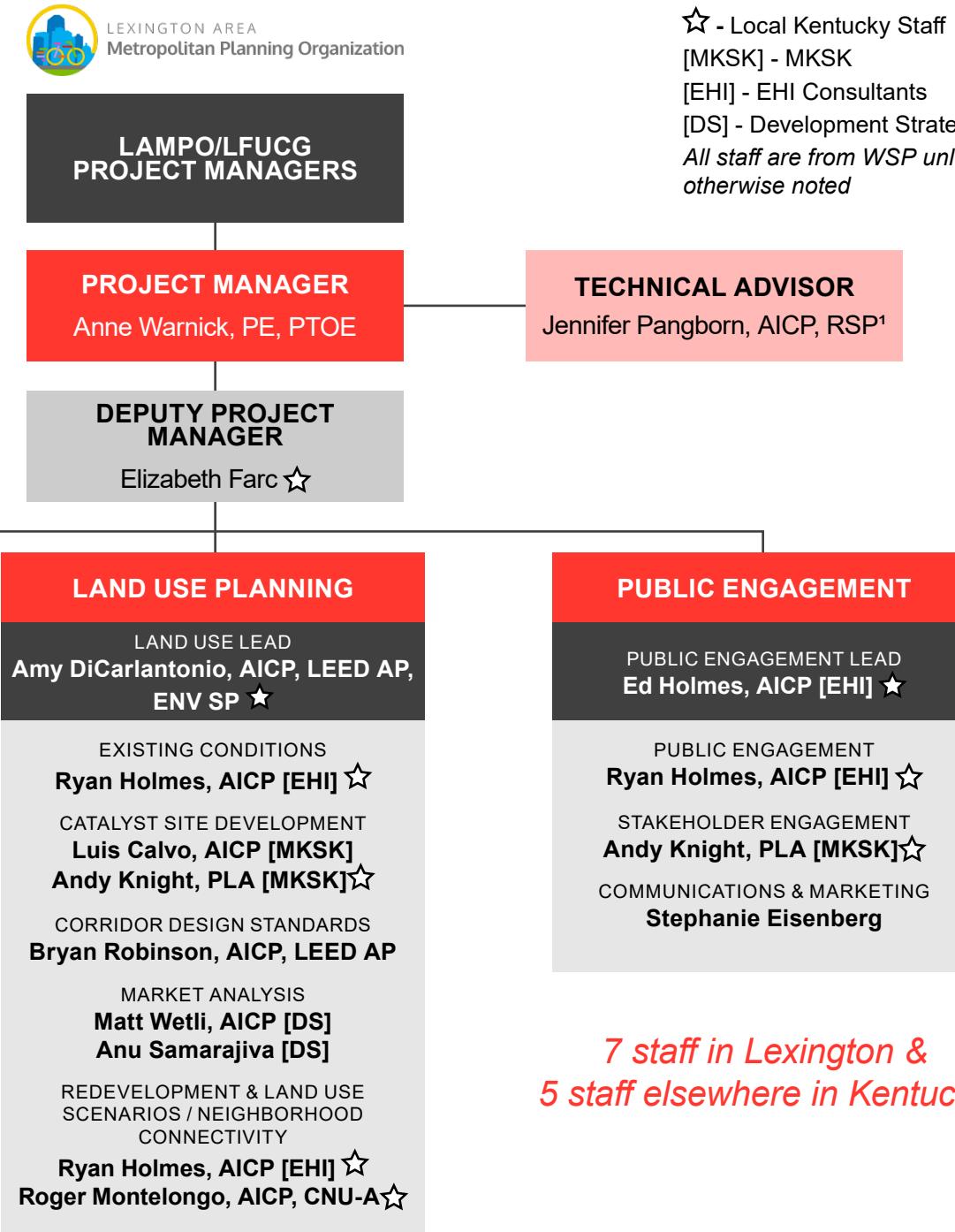
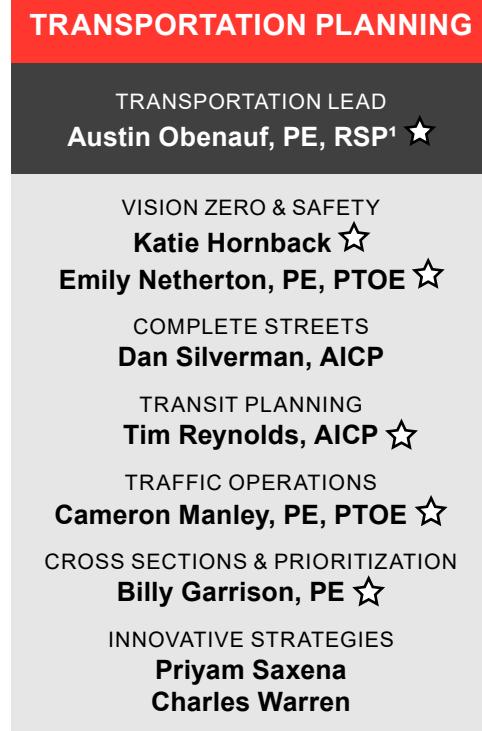
SECTION 3

PROJECT TEAM ORGANIZATIONAL CHART & RESUMES

OUR TEAM

The core team of Anne, Elizabeth, Austin, Amy, and Ed [EHI] will build a strong foundation for the transformation of Lexington's Winchester Road into a community destination. These staff have a strong rapport and are committed to combining their unique expertise to develop a people-oriented corridor.

The core team will be supported by local specialists and regional professionals who provide knowledge of Lexington and access to national best practices, delivering innovative, sustainable solutions tailored to the community's needs.



LEGEND

- ☆ - Local Kentucky Staff
- [MKS] - MKSK
- [EHI] - EHI Consultants
- [DS] - Development Strategies
- All staff are from WSP unless otherwise noted

7 staff in Lexington &
5 staff elsewhere in Kentucky



ANNE WARNICK, PE, PTOE PROJECT MANAGER

18 YEARS OF EXPERIENCE

WSP

Anne is a seasoned transportation professional with 18 years of experience delivering complex projects across Kentucky and Lexington. As a Senior Lead Traffic Engineer and Project Manager, she brings deep expertise in multimodal corridor planning, traffic signal system management, signal timing and design, electrical system inspection, and advanced traffic modeling.

Her leadership extends beyond technical proficiency—Anne is a skilled contract manager and team leader who has successfully guided both technical and strategic roles on numerous local initiatives. For the Imagine Winchester Road project, Anne will leverage her extensive project management background and intimate knowledge of the region to ensure seamless coordination, efficient delivery, and successful closeout. Her commitment to precision, collaboration, and community-focused solutions will help the project achieve its goals on time and within budget.

RELEVANT EXPERIENCE

- LFUCG, IMAGINE NICHOLASVILLE ROAD, LEXINGTON, KY: Deputy Project Manager** – This LFUCG-led study developed a vision for the transformation of Nicholasville Road from a congested vehicle-centric roadway to a corridor that is safer for all modes of transportation and incorporates Bus Rapid Transit (BRT) and Transit Oriented Development (TOD). Anne helped lead the team that examined the corridor from several angles to serve LFUCG in further implementing the goals of Imagine Lexington. These goals include enhancing walkability, attracting more compact and street-oriented development, and creating an environment that can help make accessible transit a reality. The project included extensive public and stakeholder outreach and made recommendations for improvements to roadway geometrics, multimodal infrastructure, BRT infrastructure and guidelines for TOD. The plan was unanimously adopted by the Planning Commission.

Education: MS and BS, Civil Engineering, University of Kentucky

Qualifications: PE (KY, GA, NC, OH); PTOE; IMSA Traffic Signal Field Technician Level II

57%
AVAILABILITY

- KYTC, NICHOLASVILLE ROAD (US 27) STUDY, LEXINGTON, KY: Project Manager** – As a follow up to the Imagine Nicholasville Road Study, this KYTC-led study examined the feasibility of enhanced transit and BRT, as well as improvement concepts along the corridor to make future transit and transit-oriented development a reality. Anne led the development of traffic and transit forecasts, including microsimulation traffic models, and tested conceptual alternatives for three future scenarios: no change to existing expected transit and growth, medium intensity development with enhanced transit, and high intensity development with a full BRT build out.
- LOUISVILLE METRO, PRESTON CORRIDOR STUDY, LOUISVILLE, KY: Deputy Project Manager** – Anne led the existing conditions analysis for a coordinated land use and transportation plan along Preston Street and Preston Highway. Through robust public and stakeholder engagement, the study identified key needs for walkable, transit-oriented development and improved corridor safety. Anne's leadership informed a Bus Rapid Transit strategy that addressed densification goals by increasing capacity while maintaining safety and accessibility.
- LFUCG, HAMBURG AREA SIGNAL RETIMING, LEXINGTON, KY: Project Manager** – WSP was contracted by LFUCG to retime weekend plans for one of Lexington's largest retail and entertainment areas. Eight new patterns (four Saturday, four Sunday) for 23 intersections along three corridors were created to manage traffic flow patterns through the weekend. WSP produced patterns that controlled traffic volumes and optimized a major network of signalized intersections, while also accommodating safe pedestrian crossings.
- KYTC, STATEWIDE PLANNING CONTRACT, STATEWIDE, KY: Project Manager** – During Anne's time as PM, she led 19 letter agreements, including four which are currently in the design phase. Assignments included corridor studies, small urban area studies, the Creating Vibrant Communities (land use and transportation) studies, multimodal studies, and grant preparation.

✓ Anne's leadership is rooted in collaboration and informed by a deep understanding of local transportation systems. Her ability to integrate expertise across disciplines ensures the team will deliver a study that reflects the complexity of Winchester Road while building consensus among stakeholders.



ELIZABETH FARCI DEPUTY PROJECT MANAGER

9 YEARS OF EXPERIENCE

WSP

Elizabeth is a Kentucky-based transportation planner dedicated to improving how people travel around their communities safely across the public and private sectors. Before WSP, Elizabeth spent four years working at the KIPDA MPO in Louisville, where she collaborated with local agencies, stakeholders, and community members to prioritize safety across all modes of travel. She led KIPDA's 2050 Metropolitan Transportation Plan update and the creation of a regional Complete Streets Policy, adopted in 2022.

At WSP, Elizabeth serves in leadership roles on a diverse range of transportation planning projects, including KYTC's Highway Safety Improvement Program (HSIP) and Statewide Planning Program. She also recently led the Louisville Speed Management Plan, which was the first Speed Management Plan in Kentucky and among the first in the nation.

RELEVANT EXPERIENCE

- **LFUCG, LEXINGTON DOWNTOWN MASTER PLAN, LEXINGTON, KY:** *Task Lead* – Elizabeth is currently serving as mobility lead on this project and is responsible for planning and evaluating multimodal infrastructure enhancements to create a connected, walkable, and safe Downtown.
- **LOUISVILLE METRO, LOUISVILLE SPEED MANAGEMENT PLAN, LOUISVILLE, KY:** *Project Manager* – Elizabeth's work informed design strategies, policy updates, and public education to advance Vision Zero goals. She also led data analysis comparing actual speeds to posted limits, identifying high-speed segments. Elizabeth is now leading WSP's continued work with Louisville Metro and KYTC to implement the plan, including the development of an internal staff education program to encourage speed management practices in all operations and processes within the new Louisville Metro Department of Transportation.

Education: Master of Urban Planning, University of Louisville; BA, History, Centre College

71%
AVAILABILITY

- **SOUTH MILWAUKEE MUNICIPAL SAFETY ACTION PLAN (SAP), SOUTH MILWAUKEE, WI:** *Project Manager* – As part of Milwaukee County's Complete Communities initiative, Elizabeth supported the SAP for the municipality of South Milwaukee. Her responsibilities included developing priority actions for traffic calming, high-risk pedestrian corridors, and first/last mile transit access.
- **KYTC, HIGH FIVE RURAL TRAFFIC SAFETY PROGRAM ROAD SAFETY ASSESSMENTS (RSA), STATEWIDE, KY:** *Project Manager* – Elizabeth led data analysis and corridor identification, field visit and stakeholder coordination, and documentation for RSAs in five rural counties across the state. Between four and eight corridors were assessed for each county. This project was completed under WSP's HSIP contract with KYTC.
- **KYTC, CREATING VIBRANT COMMUNITIES TECHNICAL ASSISTANCE PROGRAM, STATEWIDE, KY:** *Task Lead* – Elizabeth is the mobility lead for four community plans, emphasizing safe, connected, and inviting multimodal infrastructure enhancements in coordination with land use and placemaking strategies for site redevelopment.
- **KYTC, DISTRICT 7 MIDBLOCK CROSSING GUIDANCE, CENTRAL KY:** *Transportation Planner* – Elizabeth conducted a detailed evaluation of existing conditions, crashes, and activity at uncontrolled pedestrian crossings across central Kentucky. She also assisted developing recommendations to address pedestrian safety and mobility.
- **KYTC, US 62 CORRIDOR STUDY, ELIZABETHTOWN, KY:** *Public Engagement Specialist/Transportation Planner* – Elizabeth led the creation of the public survey using ESRI's Story Maps digital platform and conducted stakeholder outreach with business owners and developers along the corridor. She also helped to analyze bike and pedestrian activity on the corridor to develop recommendations for appropriate facilities to align with community desires. This study was completed under WSP's Statewide Planning contract with KYTC.

✓ Elizabeth thrives at the intersection of planning, data, and people. Her collaborative approach fosters trust among stakeholders while leveraging data to guide informed decisions. This balance of technical skill and human connection will be valuable to moving the Imagine Winchester Road Project forward.



**JENNIFER PANGBORN, AICP,
PTP, RSP¹**
TECHNICAL ADVISOR
19 YEARS OF EXPERIENCE
WSP 36%
AVAILABILITY

Jennifer is an experienced transportation planner and engineer who manages mobility, Complete Streets, multimodal planning, traffic modeling, and last-mile connectivity projects across the country. Her expertise lies in enhancing communities through transportation, prioritizing logical problem-solving, and promoting innovative, safe, and sustainable multimodal transportation solutions. In her role as Technical Advisor, she will use her subject matter and technical expertise to guide the project team in their development of recommendations tailored to the study area.

Education: MS, Construction Management and Communications, Washington University in St. Louis; BS, Civil Engineering in Transportation Qualifications: Certified Planner, Professional Transportation Planner, Road Safety Professional

Home Office: St. Louis, MO

RELEVANT EXPERIENCE

- **LFUCG, IMAGINE NICHOLASVILLE ROAD, LEXINGTON, KY:** *Transportation Planner - Transportation Alternatives, Mobility Best Practices* – Jennifer served as the multimodal and equity advisor for the coordinated land use and transportation study, advancing Imagine Lexington's vision. She championed Complete Street improvements to enhance walkability, promote compact and street-oriented development, and create a welcoming environment for premium transit.
- **LOUISVILLE METRO, PRESTON CORRIDOR STUDY, LOUISVILLE, KY:** *Project Manager* – Jennifer led the WSP team in crafting an integrated plan grounded in data-driven analysis of both vehicular and non-vehicular options. The plan seeks to connect underserved communities and single-car households to transit, creating vital links to the greater Louisville region.
- **COMPLETE STREETS, VARIOUS CLIENTS:** *Louisville Metro Complete Streets Design Guide, Louisville, KY - Project Manager | Milwaukee Complete Streets Handbook and Policy Alignment, Milwaukee, WI - Project Manager | Blueprint for Arterials, St. Louis, MO - Project Manager*



AUSTIN OBENAUF, PE, RSP¹
TRANSPORTATION LEAD
9 YEARS OF EXPERIENCE
WSP 62%
AVAILABILITY

Austin is a "People First" transportation engineer with experience working on transportation operations, safety, planning, and On-Call contracts for various agencies in and around Kentucky. In his role as WSP's Kentucky Safety and Traffic Lead, Austin utilizes his experience and strong relationships with WSP's experts to develop innovative multimodal solutions with a connectivity-focused mindset. He is adept with Kentucky transportation tools and datasets and familiar with the infrastructure of the Lexington area, allowing him to provide data-driven local expertise.

Education: MS and BS, Civil Engineering, University of Kentucky

Qualifications: Professional Engineer (KY), Road Safety Professional, Small Unmanned Aircraft System (sUAS) Drone Pilot's License

Home Office: Lexington, KY

RELEVANT EXPERIENCE

- **LFUCG, IMAGINE NICHOLASVILLE ROAD, LEXINGTON, KY:** *Transportation Engineer* – Austin served as safety, data, and alternative mobility lead in which he supported development of potential complete street improvements to enhance walkability, promote compact, street-oriented development, and create a welcoming environment for premium transit. Austin also supported stakeholder engagement and public involvement throughout the project.
- **LEXINGTON AREA MPO, CAMPUS TO COMMONS TRAIL STUDY, LEXINGTON, KY:** *Deputy Project Manager* – Austin led WSP's team in innovative intersection design centered around bicycle and pedestrian safety. The major intersections along the Forbes/Red Mile/Virginia corridor include S Limestone, Broadway, Versailles Road, Old Frankfort Pike, and Leestown Road.
- **LOUISVILLE METRO, PRESTON CORRIDOR STUDY, LOUISVILLE, KY:** *Transportation Engineer* – Austin was the safety, data, and alternative mobility lead focused on Complete Street improvements implementing the CHASE principles of MOVE Louisville (i.e. Connected, Healthy, Authentic, Sustainable, and Equitable). He also assisted with stakeholder outreach and public involvement throughout the project.



**AMY DICARLANTONIO, AICP,
LEED AP, ENV SP
LAND USE LEAD**
24 YEARS OF EXPERIENCE
WSP 32%
AVAILABILITY

Amy is a senior project manager and planner specializing in land use, sustainability, green infrastructure, and Complete Streets development. She integrates sustainable strategies into corridor plans, open spaces, redevelopment, and transit-oriented projects. With deep expertise in community planning, land use regulations, and federal requirements, Amy has led numerous compatibility analyses and holistic placemaking initiatives that deliver comprehensive, community-driven visions.

Education: MS, City Design & Social Science, The London School of Economics and Political Science; BA, Art History, Rutgers University

Qualifications: Certified Planner, LEED Accredited Professional, Envision Sustainability Professional **Home Office:** Lexington, KY

RELEVANT EXPERIENCE

- **LFUCG, LEXINGTON DOWNTOWN MASTER PLAN, LEXINGTON, KY:** *Senior Planning Advisor* – Amy is supporting the WSP transportation planning and engineering team throughout the project's public engagement, existing conditions, and recommendation phases.
- **LOUISVILLE METRO, PRESTON CORRIDOR STUDY, LOUISVILLE, KY:** *Urban Planner - Resilient Facility Design* – In her role, Amy provided valuable insight on design implementation to create a sense of place while also assisting on resilient environmental improvements.
- **NEW YORK STATE DEPARTMENT OF TRANSPORTATION, NYS ROUTE 5 - BUFFALO SKYWAY PROJECT LAND USE ANALYSIS FOR ENVIRONMENTAL IMPACT STATEMENT (EIS), ERIE COUNTY, NY:** *Technical Advisor* – Amy supported in the land use development and analysis associated with the removal of the Buffalo Skyway infrastructure. The project realigned the transportation network to enable recreational, mixed-use, and waterfront development in Buffalo's Outer and Inner Harbors.
- **DISTRICT DEPARTMENT OF TRANSPORTATION, 14TH STREET, NW MULTIMODAL TRANSPORTATION/STREETSCAPE DESIGN STUDY, WASHINGTON D.C.:** *Task Lead* – Amy led sustainable infrastructure and public art strategies, integrating art into streetscape design to enhance open spaces, preserve historic character, and create a strong sense of place. Her work included public meetings, land use and public realm analysis, design alternatives, and low-impact development techniques.



**ED HOLMES, AICP
ENGAGEMENT LEAD**
35 YEARS OF EXPERIENCE
EHI 45%
AVAILABILITY

Ed is an urban planner with direct experience with numerous public sector and private-sector projects throughout the Southeast United States. His experience includes incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. These projects have provided him with significant public outreach experience. Specifically, Ed excels at fostering meaningful connections with diverse communities and stakeholders through tactics including informal gatherings, conducting one-on-one meetings, and digital platforms that encourage open and honest dialogue to bridge the gap and promote collaboration among diverse groups.

Education: BA, Urban Planning and Design, University of Cincinnati

Qualifications: Certified Planner

Home Office: Lexington, KY

RELEVANT EXPERIENCE

- **LFUCG, IMAGINE NEW CIRCLE ROAD, LEXINGTON, KY:** *Urban Planner - Public Outreach* – Ed provided outreach services for the Imagine New Circle Road project. The project included contacting businesses along New Circle Road for input into infrastructure improvements along the roadway including sidewalks, crosswalks, and lighting. Ed was also created marketing materials for distribution to businesses and residents along the corridor.
- **LFUCG, SMALL AREA PLANS, LEXINGTON, KY:** *Urban Planner - Public Outreach* – Ed led the development of various neighborhood plans throughout Lexington. The plans provided a development framework to guide both public infrastructure and private investment efforts for neighborhood revitalization and creating more livable, connected, and sustainable places.
- **LFUCG, LIBERTY ROAD EAST LEXINGTON TRAIL, LEXINGTON, KY:** *Urban Planner* – Ed and his team engaged the public along the Liberty Road corridor by reaching out to nearby residents and businesses through yard signs and door-to-door surveys, gathering input on traffic safety and trail connectivity.
- **LFUCG, LEXINGTON DOWNTOWN MASTER PLAN, LEXINGTON, KY:** *Urban Planner* – Ed is leading engagement efforts with neighborhood associations adjacent to the downtown area, which has included the East End neighborhood near Winchester Road.



53%
AVAILABILITY

40+ YEARS OF EXPERIENCE / WSP

Education: BA, Urban Studies, University of Connecticut **Qualifications:** Certified Planner **Home Office:** Cincinnati, OH

TIM REYNOLDS, AICP TRANSIT PLANNING

Tim is a national transit planning resource in WSP's Transit & Rail services group. Tim has extensive experience in transit strategy and systems and operations planning for small and large systems, BRT analysis and design, multimodal planning centered around transit, and transportation demand management. His career has included planning leadership positions at public transit agencies in addition to consulting with agencies across the United States, including in Kentucky.

RELEVANT EXPERIENCE

- Imagine Nicholasville Road, Lexington, KY: *Project Manager*
- Lextran Comprehensive Operational Analysis, Lexington, KY: *Project Manager*
- Rapid Transit Corridor Study, Toledo, OH: *Project Manager*
- BRT Corridors Study, Cincinnati, OH: *Project Manager*
- Route 3 BRT Feasibility Study, Newark-Montclair, NJ: *Task Lead*



41%
AVAILABILITY

15 YEARS OF EXPERIENCE / WSP

Education: MS, Urban Planning, Hunter College; BS, Geographic Information Systems, State University of New York at Courtland **Qualifications:** Certified Planner **Home Office:** Indianapolis, IN

DAN SILVERMAN, AICP COMPLETE STREETS

Dan is a lead planner passionate about finding innovative mobility solutions for all contexts and modes. He has experience working on corridor plans, regional safety action plans, BRT corridor first mile-last mile mobility projects, and site master plans.

RELEVANT EXPERIENCE

- Louisville Complete Streets, Louisville, KY: *Senior Planner*
- Gratiot PEL / Corridor Study, Detroit, MI: *Project Manager*
- Pro-PEL US 30 Study, Northeast Indiana: *Transportation Planner*
- Rural / Keystone Corridor Study & SS4A Grant Application, Indianapolis, IN: *Transportation Planner*
- Innovation Mile Master Plan, Noblesville, IN: *Planning Lead*
- IndyGo Blue & Purple Line BRT, Indianapolis, IN: *Task Lead - First-Last Mile Connections and Mini-Mobility Hubs*



64%
AVAILABILITY

9 YEARS OF EXPERIENCE / WSP

Education: BS, Civil Engineering, University of Kentucky **Home Office:** Lexington, KY

KATIE HORNBACK SAFETY & VISION ZERO

Katie is a civil engineer who specializes in traffic and data analysis for safety and corridor studies. Katie has been involved in WSP's HSIP contract overseeing safety analysis on several task orders. She previously worked as a civil engineer in KYTC District 4 for seven years supporting roadway and traffic projects.

RELEVANT EXPERIENCE

KYTC, Statewide Highway Safety Improvement Program:

- US 31E Corridor Study, Larue County: *Letter Agreement Manager*
- KY 1931 Safety Study, Jefferson County: *Traffic & Safety Lead - ICE Analysis and Public Involvement*
- Louisville Speed Management Plan, Louisville: *Traffic Engineer*
- High-Five Rural RSAs, Various Locations: *Traffic Engineer*
- KY 8 Roadway Departure Corridor, Lewis County: *Traffic Engineer*
- Greensburg Traffic Garden, Green County: *Letter Agreement Manager*



66%
AVAILABILITY

4 YEARS OF EXPERIENCE / WSP

Education: MS and BS, Civil Engineering, University of Louisville **Qualifications:** Professional Engineer: KY **Home Office:** Lexington, KY

EMILY NETHERTON, PE, PTOE SAFETY & VISION ZERO



49%
AVAILABILITY

15 YEARS OF EXPERIENCE / WSP

Education: BS, Civil Engineering, University of Kentucky **Qualifications:** Professional Engineer: KY **Home Office:** Lexington, KY

BILLY GARRISON, PE CROSS SECTIONS & PRIORITIZATION



64%
AVAILABILITY

10 YEARS OF EXPERIENCE / WSP

Education: BS, Civil Engineering, University of Louisville **Qualifications:** Professional Engineer: KY, Professional Traffic Operations Engineer **Home Office:** Lexington, KY

CAMERON MANLEY, PE, PTOE TRAFFIC OPERATIONS

Emily is a traffic engineer with a passion for improving the safety and operations of Kentucky's transportation network. Prior to working at WSP, she worked in Louisville Metro's Department of Traffic Engineering, where she specialized in signing and striping, which makes her a great resource for identifying low cost safety improvements along the study corridors evaluated as part of this contract. In addition, Emily works with a variety of traffic software programs including VISSIM, Maxtime and Synchro to determine the most appropriate and viable improvement recommendations.

RELEVANT EXPERIENCE

- KYTC Statewide Highway Safety Improvement Program (2024-2026): *Traffic/Safety Engineer*
- KYTC Statewide Planning Contract (2022-2024), Statewide, KY: *Traffic Engineer*
- Louisville Metro Signal Conversions, Louisville, KY: *Traffic Engineer*

Billy has experience working on roadway projects ranging from design of urban corridors to conceptual design of innovative interchanges. He is experienced at identifying roadway spots with safety issues and developing concepts to address them. Additionally, Billy has managed design for multiple urban and rural KYTC roadway projects, quickly identifying issues that will impact the schedule/budget.

RELEVANT EXPERIENCE

- Campus to Commons Trail Study, Lexington, KY: *Design Engineer*
- US 27 Corridor Plan, Fayette County, KY: *Roadway Lead*
- I-70 / Quaker Boulevard Interchange, Marion County, IN: *Interchange Advisor*
- Statewide Planning Contract, Statewide, KY: *Roadway Lead*
- Statewide Highway Safety Improvement Program, Statewide, KY: *Roadway Lead*
- Statewide Roadway Design, Statewide, KY: *Deputy Project Manager*

Cameron is a traffic engineer with a wide variety of experience. He brings expertise in traffic modeling and analysis, traffic studies, and utilizing new data and technologies to improve operations and reduce costs. He has an eye for innovation and advocates to include and configure hardware for future technologies, helping to enhance safety and reduce costs while increasing the longevity of projects at the statewide to local levels. Cameron also has experience analyzing signalized intersections and alternative roadway networks, preparing lighting design plans, and digital mapping using AGi and AutoCAD.

RELEVANT EXPERIENCE

- Imagine Nicholasville Road, Lexington, KY: *Traffic Engineer*
- Traffic Signal Retiming, Lexington, KY: *Traffic Engineer*
- Statewide Planning Contract, Statewide, KY: *Traffic Engineer*
- Statewide Traffic Engineering Contract, Statewide, KY: *Deputy Project Manager*
- District 7 Traffic Engineering Contract, District 7, KY: *Deputy Project Manager*



46%
AVAILABILITY

15 YEARS OF EXPERIENCE / EHI

Education: Masters of Community Planning, Business Administration, University of Cincinnati **Qualifications:** Certified Planner **Home Office:** Louisville, KY

RYAN HOLMES, AICP EXISTING CONDITIONS & LAND USE SCENARIOS



64%
AVAILABILITY

23 YEARS OF EXPERIENCE / WSP

Education: Masters of Architecture, Washington University, St. Louis **Qualifications:** Certified Planner, LEED Accredited Professional **Home Office:** Portland, OR

BRYAN ROBINSON, AICP, LEED, A.AIA CORRIDOR DESIGN STANDARDS



81%
AVAILABILITY

8 YEARS OF EXPERIENCE / WSP

Education: MS, Urban Design & City Planning, University College London **Qualifications:** Professional Engineer: KY **Home Office:** Lexington, KY

ROGER MONTELONGO, AICP, CNU-A REDEVELOPMENT & LAND USE SCENARIOS

Ryan is an urban planner with expertise in land use public outreach and regulatory planning. Ryan's projects focus on master planning, sustainable/green design, and comprehensive plan strategies, which emphasize community revitalization, quality of life, and economic development. His experience has proven his ability to conceptualize and develop innovative solutions to complex problems to meet the needs of the communities he provides for.

RELEVANT EXPERIENCE

- Preston Corridor Plan, Louisville, KY: *Urban Planner - Public Engagement*
- 9th Street Corridor Plan, Louisville, KY: *Urban Planner - Existing Conditions*
- Broadway Master Plan, Louisville, KY: *Urban Planner - Public Engagement*
- Elizabethtown Comprehensive Plan, Elizabethtown, KY: *Urban Planner - Public Engagement*
- Franklin Comprehensive Plan, Franklin, KY: *Urban Planner - Land Use Strategies*

Bryan is an urban designer with over two decades of experience spanning architecture, urban design, planning, and economic development in both the public and private sectors. His technical expertise includes master planning, urban design, transit-oriented development, complete streets, active transportation, and form-based codes. He is driven by a passion for planning, design, and strategic initiatives and dedicated to fostering more equitable, sustainable, and livable communities through consensus-driven plans and policies.

RELEVANT EXPERIENCE

- Imagine Nicholasville Road, Lexington, KY: *Senior Urban Designer*
- Preston Corridor Study, Louisville, KY: *Urban Designer*
- Grand Boulevard Traffic Safety Enhancements Project, St. Louis, MO: *Urban Designer for a comprehensive curb-to-curb concept plan*
- Lee Road Action Plan, Shaker Heights, OH: *Urban Designer for streetscape planning and conceptual redesign*

Roger is an urban designer and placemaking specialist. Originally from Texas, he brings a broad range of experience from projects across Texas, North Carolina, and other regions throughout the United States. In his time at WSP, Roger has applied his design expertise and community engagement skills to help cities reimagine their public spaces as integral parts of the urban experience. In addition, Roger is an active Lexington community member, looking to develop and improve the city to meet the needs of all Lexington residents.

RELEVANT EXPERIENCE

- Lexington Downtown Master Plan, Lexington, KY: *Urban Planner*
- Creating Vibrant Communities Technical Assistance Program, Statewide, KY: *Urban Planner*
- South Milwaukee Municipal Safety Action Plan (SAP), South Milwaukee, WI: *Urban Planner*



15%
AVAILABILITY

23 YEARS OF EXPERIENCE / MKSK

Education: Masters of Landscape Architecture, The Ohio State University **Qualifications:** Professional Landscape Architect: KY, OH, MI, MD, TN, UT **Home Office:** Lexington, KY

ANDY KNIGHT, PLA

CATALYST SITE DEVELOPMENT

Andy approaches every project as a unique opportunity to add social and emotional value to public spaces. He uses this understanding along with local expertise to promote a diversity of social uses and cultural traditions in public space. Andy's project achievements and impactful leadership resulted in the creation of spaces that embody a spectrum of functional, technical, and sustainable principles.

RELEVANT EXPERIENCE

- Lexington Commercial Corridor Study, Lexington, KY: *Landscape Architect*
- West Kentucky Street Corridor Master Plan, Louisville, KY: *Landscape Architect*
- West Washington Street Corridor Study, Indianapolis, IN: *Landscape Architect*
- Michigan Ave Planning & Environmental Linkages (PEL) Study, Detroit, MI: *Landscape Architect*
- Lexington Downtown Plan, Lexington, KY: *Landscape Architect*
- Preston Corridor Master Plan, Louisville, KY: *Landscape Architect*
- Imagine Nicholasville Road, Lexington, KY: *Landscape Architect*

Luis is an urban planner who merges his experience in architectural design with his abilities in urban planning to facilitate the development of public spaces that contribute to their surroundings and energize their communities. He specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication to effectively involve the community in the planning process. Luis' work includes downtown plans, corridor studies, park master plans, and community visioning projects.

RELEVANT EXPERIENCE

- Imagine Nicholasville Road, Lexington, KY: *Urban Planner*
- West Kentucky Street Corridor Master Plan, Louisville, KY: *Urban Planner*
- Preston Corridor Master Plan, Louisville, KY: *Urban Planner*
- Akron TOD Feasibility Study, Akron, OH: *Urban Planner*
- Uptown District & Reading Road Corridor Strategy, Cincinnati, OH: *Urban Planner*



12%
AVAILABILITY

11 YEARS OF EXPERIENCE / MKSK

Education: Masters of Urban Planning, University of Louisville **Qualifications:** Certified Planner **Home Office:** Atlanta, GA

LUIS CALVO, AICP

CATALYST SITE DEVELOPMENT

Matt, an urban planner and development strategist, leads efforts to create vibrant, inclusive cities with a focus on revitalization. Through education, storytelling, and dialogue, he helps decision makers understand how cities work. His four-dimensional approach—integrating economics, community, real estate, and design—guides investments in people, places, and jobs nationwide.

RELEVANT EXPERIENCE

- Lexington Downtown Master Plan, Lexington, KY: *Task Lead - Market Study*
- *East West Gateway North-South Alignment TOD Study* (St. Louis, MO)
- Bevo Great Streets Corridor Master Plan (St. Louis, MO)
- Frenchtown Great Streets Corridor Plan (St. Charles, MO)
- Euclid and Limestone Corridor Strategy (Lexington, KY & University of Kentucky)
- Olive Corridor Economic Enhancement Strategy (Olivette, MO)
- Troost Corridor Revitalization Strategy (Kansas City, KS)



20%
AVAILABILITY

20 YEARS OF EXPERIENCE / DS

Education: Master of City and Regional Planning, Knowlton School of Architecture, The Ohio State University **Qualifications:** Certified Planner **Home Office:** St. Louis, MO

MATT WETLI, AICP

MARKET ANALYSIS



ANU SAMARAJIVA MARKET ANALYSIS

8 YEARS OF EXPERIENCE /
DS

25%
AVAILABILITY

Anu combines expertise in design, economics, and community engagement with a passion for creating connected, sustainable cities. Skilled in visualization and storytelling, Anu clarifies complex planning and economic concepts, produces development renderings, and advocates for equitable urban design.

Education: MArch and MUD, Washington University in St. Louis; BA, Economics, Reed College **Home Office:** St. Louis, MO

RELEVANT EXPERIENCE

- Toms Creek Basin Planning Study, Blacksburg, VA
- Windward Highway 9 Strategic Master Plan, Alpharetta and Milton, GA
- Southeast Topeka Development Plan, Topeka, KS
- At Home in Greeley/10th Street TOD Area Plan, Greeley, CO

STEPHANIE EISENBERG COMMUNICATIONS & MARKETING

18 YEARS OF EXPERIENCE /
WSP

53%
AVAILABILITY

Stephanie is a transportation marketing leader who designs and delivers multi-channel outreach that drives participation and trust. She will develop clear, accessible resources that serve the community and remain useful long after project completion.

Education: BA, Communications, Hood College
Home Office: Columbus, OH

RELEVANT EXPERIENCE

- Louisville Speed Management Plan, Louisville, KY: *Public Engagement Lead*
- ProPEL US 30, Various Locations, IN: *Public Engagement Specialist*
- Franklin County Safety Action Plan, Columbus, OH: *Public Engagement Lead*



CHARLES WARREN, PHD, AICP INNOVATIVE STRATEGIES - IMPLEMENTATION

24 YEARS OF EXPERIENCE /
WSP

25%
AVAILABILITY

Charles brings experience in commercial real estate consulting, data analysis, and financial modeling. He focuses on innovating and delivering quantitative analysis that helps optimize policies and market regulations to effectively incentivize the private market to build and deliver TOD.

Education: PhD, City and Regional Planning, University of California Berkeley; MA, Urban Studies, New York University **Qualifications:** Certified Planner **Home Office:** Washington, D.C.

RELEVANT EXPERIENCE

- WMATA Joint Development Opportunities Preparation, Washington, D.C.: *Task Leader - Real Estate Development Market*
- TOD Station Area Planning for USDOT Thriving Communities, Old Saybrook, CT: *Task Lead: Quantitative Market Analysis*



PRIYAM SAXENA, PHD INNOVATIVE STRATEGIES - GRANT FUNDING

12 YEARS OF EXPERIENCE /
WSP

29%
AVAILABILITY

Priyam brings extensive knowledge of federal, state, and regional grant requirements. Priyam has helped secure over \$1.45 billion for Midwest clients through IIJA programs and leverages her expertise to guide public agencies through complex projects, coordinating across state and federal agencies, multi-disciplinary teams, and stakeholders.

Education: Ph.D., University of Minnesota; MS, University of Alabama; BS, G. B. Pant University, India **Home Office:** Minneapolis, MN

RELEVANT EXPERIENCE

- Michigan Infrastructure Office (MIO) Technical Assistant Center Grant Support Services, Statewide, MI: *Project Manager*
- City of Madison On-Call Grant Services, Madison, WI*: *Strategic Advisor and Grant Narrative Lead* (*while at a previous employer)

SECTION 4

SIMILAR PROJECTS



Imagine Nicholasville Road / US 27 Corridor Study Fayette County, KY

The Nicholasville Road (US 27) corridor serves as one of Lexington-Fayette County's most vital corridors: an economic engine, a major trip attractor, and a heavy commuter route. WSP examined the corridor from several angles to serve LFUCG in further implementing the goals of **Imagine Lexington**, including enhancing walkability, attracting more compact and street-oriented development, and creating an environment that can help make premium transit a reality.

The Imagine Nicholasville Road Study establishes the relationship between traffic flow and transit ridership while looking at both vehicular and active transportation and the associated land use. This information informed the Complete Streets approach to the Nicholasville Road corridor. The study also highlighted specific needs on a segment-by-segment basis, which was the foundation for the follow up KYTC sponsored US 27 Corridor Study. This project included a traffic forecast, ridership, and feasibility analysis of the transportation improvement concepts set forth in INR.

WSP brought in national experts to compliment local Kentucky staff, coupling local knowledge of community interests with the collective knowledge and know-how of the nation's best, most relevant practices to transportation planning as well as BRT and transit-oriented development.

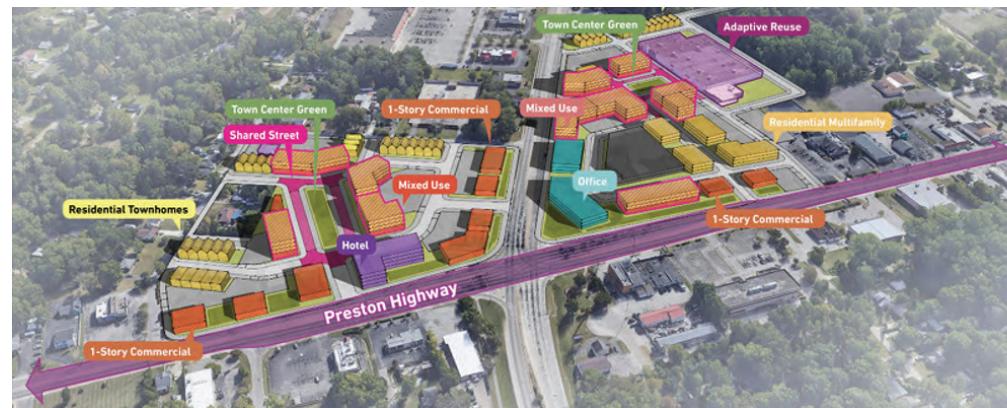
CLIENT /
LFUCG / KYTC

YEARS /
2019-2021 / 2023-Present

REFERENCE /
Kenzie Gleason,
KGleason@lexingtonky.gov;
Casey Smith, *Casey.Smith@ky.gov*

RELEVANT STAFF /
Anne Warnick, Austin
Obenauf, Cameron Manley,
Tim Reynolds, Jennifer
Pangborn, Bryan Robinson,
Andy Knight [MKS], Luis
Calvo [MKS]

WSP **MKS**



Preston Corridor Study Louisville, KY

The Preston Corridor project created a vision for premium transit, safety improvements, and multimodal connectivity from downtown Louisville to the Jefferson County line. In this work, WSP centered equity by bringing diverse voices to the table and ensuring the vision for Preston was based on what the people who use the corridor need. The final vision includes different segment options, multiple ways to integrate and phase in safety improvements, and a vision for premium transit.

WSP applied a Vision Zero analysis to identify top locations for safety improvements. Safety improvements included access management through median additions, narrowing lanes to slow vehicles in higher speed locations, business access transit lanes, separated pedestrian and bicycle facilities, and safer intersection and crosswalk improvements provided in the Louisville Complete Streets Design Guide, positioning Preston for potential SS4A funding.

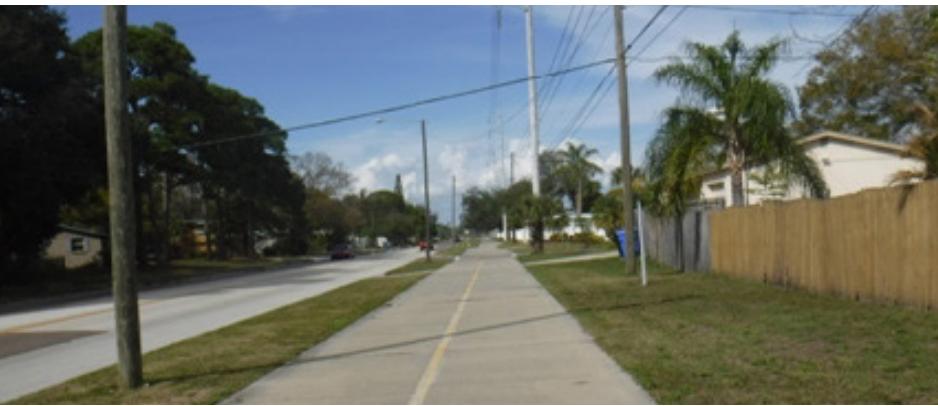
CLIENT /
Louisville Metro

YEARS /
2021-2022

REFERENCE /
Mike King,
michael.king3@louisvilleky.gov

RELEVANT STAFF /
Anne Warnick, Elizabeth Farc,
Austin Obenauf, Jennifer
Pangborn, Bryan Robinson,
Ryan Holmes [EHI], Luis Calvo
[MKS], Andy Knight [MKS]

WSP **MKS** **EHI**
CONSULTANTS



Brighton Trail Lexington, Kentucky

EHI Consultants is leading the planning process for the design efforts to create a walkable and bike-friendly route connecting east Lexington to downtown. The project will link the Brighton Trail in Hamburg to the Isaac Murphy Memorial Art Garden trailhead in downtown Lexington, where the Town Branch and Legacy trails meet. This extension is part of a broader initiative to enhance the city's trail network and improve access to key destinations for pedestrians and cyclists.

EHI Consultants ensures comprehensive community engagement through a variety of channels. EHI facilitated input via online surveys, gathered public feedback during meetings, and distributed door-to-door flyers to ensure all residents are informed and have the opportunity to voice their preferences. This inclusive approach ensures the trail design aligns with the needs and desires of the community, promoting participation and support throughout the planning process.

CLIENT /

Lexington Area MPO

YEARS /

2021-2023

REFERENCE /

Kenzie Gleason, kgleason@lexingtonky.gov

RELEVANT STAFF /

Ryan Holmes, Ed Holmes



Broadway Master Plan Louisville, Kentucky

The Broadway Master Plan is a project designed to reimagine the Broadway corridor as a complete street, offering safe, practical, and multimodal access linkages between the West End, Dixie Highway, Bardstown Road and the Downtown Central Business District. There are profound economic development implications of this project as a catalyst for growth and revitalization throughout Louisville. The final product served as a consensus document for phased implementation by Louisville Metro and KYTC.

EHI supported the project with innovative, respectful, and inclusive public outreach from start to finish. Their approach emphasized dynamic collaboration between the community and project team, using thoughtful questions to tap into local insight. They created clear, attractive graphics and conceptual plans grounded in design standards, while promoting authentic public spaces that supported multiple modes of transportation. Backed by extensive multimodal engineering, planning, and urban design expertise—and a willingness to think outside the box—EHI assisted in developing solutions that reflected community values and enhanced connectivity.

CLIENT /

Louisville Metro Government and Gresham Smith

YEARS /

2019-Present

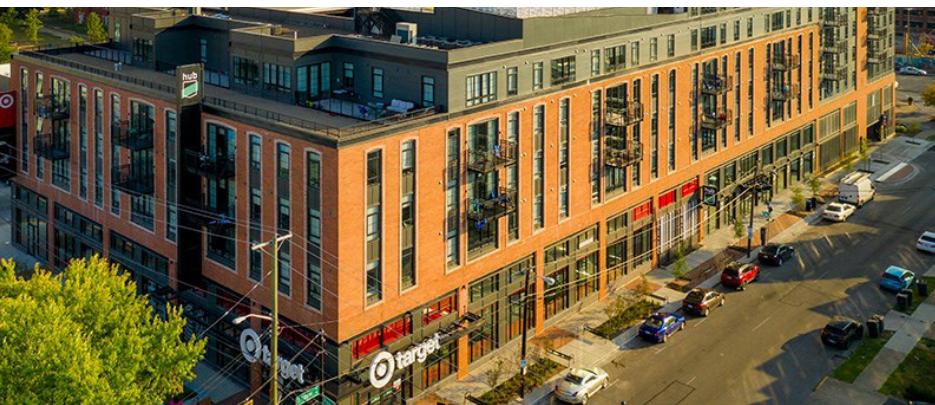
REFERENCE /

Louis Johnson, louis.johnson@greshamsmith.com

RELEVANT STAFF /

Ryan Holmes, Ed Holmes





Euclid Avenue & South Limestone Commercial Corridor Study

Lexington, KY

MKSK and Development Strategies supported LFUCG in developing a market-based strategy to guide growth and redevelopment along two mixed-use corridors, linking downtown Lexington and surrounding neighborhoods to the University of Kentucky campus.

To understand the scale and scope of opportunity for each corridor, Development Strategies evaluated existing and potential demand for housing and retail development. The team created a market strategy for each corridor, identifying character segments and opportunity sites for catalytic infill and redevelopment.

MKSK developed conceptual site layouts, building massing, and capacity scenarios to visualize and quantify potential for market-supported development typologies. MKSK also developed conceptual graphics to illustrate streetscape and pedestrian/bicycle infrastructure improvements critical to creating the type of vibrant, walkable, urban place that will attract desired private investments.

The final plan provides a detailed implementation framework outlining strategies, near-term, catalyst projects both public and private, and next steps to make the plan a reality.

CLIENT /

LFUCG

YEARS /

2014

REFERENCE /

Jonathan Hollinger,
Former Admin. Officer Senior

RELEVANT STAFF /

Andy Knight [MKSK],
Matt Wetli [DS]

MKSK

DEVELOPMENT STRATEGIES



West Kentucky Street Corridor Master Plan

Louisville, Kentucky

MKSK led a team to reimagine West Kentucky Street from Dixie Highway to 4th Street near downtown Louisville. This corridor, linking residential, industrial, and institutional uses, faced major challenges: inconsistent lane widths, poor pavement, complex traffic patterns, unsafe crossings, minimal lighting and greenery, and no stormwater infrastructure.

Through a detailed existing conditions analysis and engagement process, MKSK was able to understand and respond to the needs of the corridor's users and business owners. The project team created a traveling "mobile studio" that visited community events and corridor institutions to gather feedback and ideas, in addition to a corridor-wide installation of interactive displays with exercises.

The conceptual designs respond to the various land use zones that compose the urban fabric and embraces the feedback and suggestions provided by the community and key stakeholders. Recommendations included concepts for multimodal transportation, lane width reductions that provide safer and better pedestrian circulation, greener streets with tree canopy and green stormwater infrastructure, improved railroad crossings, and establishing an authentic identity through public art, murals, and interpretive signage. Through a process of de-emphasizing vehicles and prioritizing pedestrians and bicyclists, the plan weaves together a comprehensive strategy that promotes a safer, greener, expressive, and connected urban corridor.

CLIENT /

Louisville Metro

YEARS /

2019

REFERENCE /

Michael King; michael.king3@louisvilleky.gov

RELEVANT STAFF /

Andy Knight, Luis Calvo

MKSK



Innovation Mile

Noblesville, IN

The Innovation Mile Master Plan is a transformative vision for a nearly 300-acre greenfield site, designed to establish a dynamic mixed-use district and a hub for innovation and sustainable growth in Noblesville. Working closely with city leadership and an internal steering committee, WSP facilitated stakeholder interviews, led a two-day design charrette, and reviewed existing conditions and site constraints. This collaborative process informed the district's physical layout and land use framework, focusing on commercial, office, residential, and light industrial development aligned with the City's targeted industries.

The master plan integrated placemaking, mobility, smart city, and sustainability strategies to create a connected, future-ready district. Recommendations included a street hierarchy, high-level utility planning, stormwater management solutions, and multimodal transportation options to support long-term growth. The plan also identified nine smart city strategies and seven sustainability initiatives, ensuring that technology and environmental stewardship are embedded throughout the district's development.

Ultimately, the Innovation Mile Master Plan provided a clear roadmap for land use, infrastructure, and policy updates, including revisions to the City's Unified Development Ordinance. While full build-out will occur over the next decade, the plan has already catalyzed interest from innovative companies seeking to establish or expand operations in Noblesville.

CLIENT /

City of Noblesville

YEARS /

2022-2023

REFERENCE /

Denise Aschleman;
daschleman@noblesville.in.us

RELEVANT STAFF /

Dan Silverman, Bryan Robinson



Armour Road

North Kansas City, MO

The Armour Road Complete Streets Implementation Plan is transitioning a 1.75-mile portion of Armour Road into a Complete Street that serves vehicles, bicyclists, pedestrians, and transit riders using existing pavement. It builds off the city's Master Plan, which identified expansion of a multimodal transportation network as a key priority and identified future bicycle routes through the city.

The project was brought to life in a pop-up parklet public meeting demonstration which led to the success and momentum from the City Council to adopt and fund the first phase of implementation (see <https://www.youtube.com/watch?v=RzikswRXYQg> for a timelapse video of the award-winning innovative public meeting).



CLIENT /

City of North Kansas City, MO

YEARS /

2016-2023

REFERENCE /

Xue Wood, AICP;
xwood@nkc.org

RELEVANT STAFF /

Jennifer Pangborn, Bryan Robinson





Community Mobility Hubs

St. Louis, MO

Bi-State/Metro Transit Agency engaged WSP to scope and develop concepts for five priority bus stops and hubs as part of an initial phase in creating Community Mobility Hubs across St. Louis. The goal was to develop typologies for these five locations that could serve as replicable models for future stops and hubs. Each concept included a range of elements—some that could have been implemented immediately, others that required strategic partnerships, and additional components that were intended to be coordinated with other agencies.

The designs aimed to celebrate public transit and enhance user experience. This involved rethinking fundamental elements, such as how a simple bench could be reimagined to reflect the character of the surrounding community, integrate into the landscape, and more effectively support the needs of transit users. Where possible, configurable elements and standardized design approaches had been incorporated to support ease of maintenance, streamline implementation, and enable future program expansion.

Building on the success of the initial phase, WSP is now designing the Community Mobility Hubs with a strong focus on neighborhood connections and prioritizing safe, accessible pathways linking the mobility hub to residential areas, schools, and community destinations. The design emphasizes shade, placemaking, and comfort through trees, canopies, seating, and community-inspired features that reflect local identity and foster a sense of place.

CLIENT /

Bi-State Metro Transit

YEARS /

2021-Present

REFERENCE /

Bryan Rogers; BSRogers@MetroStLouis.org

RELEVANT STAFF /

Jennifer Pangborn, Bryan Robinson



USDOT Thriving Communities

Various Locations, USA

USDOT awarded WSP \$5.05 million to support 14 communities in the Complete Transit-Oriented Neighborhoods Community of Practice. Through this initiative, WSP helped communities build local capacity, secure funding, and close critical gaps to achieve their vision of becoming thriving communities.

Hinds County, MS: WSP supported safety analysis, public engagement, demonstration grant application, and concept design for implementation on Robinson Road and Bobby Rush Boulevard. These two corridors were identified on the High Injury Network and include segments lacking sidewalks and facing significant safety challenges.

Tempe, AZ: WSP supported an adaptive streets project to bring awareness of safety and placemaking to the East Apache neighborhood. This project was intended to be the catalyst for other safety improvements in the area.

Four Corners Partnership in Tacoma, University Place, and Fircrest, WA: WSP supported an intersection and corridor safety analysis to identify potential safety countermeasure improvements to incorporate over time with redevelopment.

Old Saybrook, CT: WSP analyzed the market and identified sites for transit-oriented development near regional rail, with pedestrian-friendly design, town center zoning, and adequate wastewater capacity. The study confirmed financial viability and broad economic benefits of adopting pedestrian-focused planning.

CLIENT /

USDOT

YEARS /

2023-2025

REFERENCE /

Meredith Davis; meredith.davis@dot.gov

RELEVANT STAFF /

Jennifer Pangborn, Bryan Robinson, Charles Warren





West Washington Corridor Implementation Plan Indianapolis, Indiana

The City of Indianapolis, Develop Indy, and the Indianapolis Airport Authority partnered to provide a vision and a detailed strategy to implement economic development for the West Washington Street Corridor.

The study builds upon the 2018 West Side Vision Plan, narrowing the focus to parcels fronting West Washington Street, bounded by I-465 to the east and the Hendricks County line to the west. This planning process focused on providing concrete steps to advance economic development in this area. This process incorporates market, TIF, infrastructure, and land use analysis to develop a strong vision for how this area of Indianapolis could be transformed through strategic investments.

Several parcels were combined to create development sites slated for impactful future development opportunities, including transit-oriented neighborhoods, office and light manufacturing employment, hospitality, and commercial in a walkable setting. The plan also conceptualizes roadway improvements to Washington Street and nearby roads to emphasize multimodal connections and future transit investments, as well as trail connections to existing trail facilities.

CLIENT /

City of Indianapolis

YEARS /

2023

REFERENCE /

Jonathan Weinzapfel,
jweinzapfel@ind.com

RELEVANT STAFF /

Andy Knight, Luis Calvo

MKSK

There is a focus on improving the environment for pedestrians, bicyclists and transit. Since this corridor connects downtown Detroit with the historic Corktown District and the future Ford Mobility Center, alternatives that will support current and future autonomous vehicle testing is also part of the program. MKSK assisted in the development of conceptual alternatives, prepared a series of visuals, and then helped craft and apply evaluation criteria based on our experience with other PEL projects.



Michigan Avenue PEL Study Detroit, Michigan

Using the Michigan Department of Transportation's "Planning & Environmental Linkages" (PEL) process, this project seeks to transform the wide, auto-oriented Michigan Avenue into a showpiece for multimodal transportation.

MKSK also helped create presentation materials and then facilitated virtual workshops with technical staff, stakeholders, and the general public.

CLIENT /

Michigan Department of Transportation

YEARS /

2019

REFERENCE /

Caitlin Malloy-Marcon,
marconc@detroitmi.gov

RELEVANT STAFF /

Andy Knight, Luis Calvo

MKSK



Campus to Commons Trail Connectivity Study Fayette County, Kentucky

WSP teamed with LFUCG and Clark Dietz on the Campus to Commons Trail Study along Virginia Avenue, Red Mile Road, and Forbes Road in the heart of Lexington, Kentucky. The study placed bicycle and pedestrian mobility and safety at the forefront of the report as all improvements took a Safe Systems and Complete Streets approach to best serve the citizens and tourists of Lexington. The trail study looked at major intersections and traffic calming strategies throughout the study area. More specifically, the area near the University of Kentucky was important in identifying appropriate short term connections at the Limestone intersection while understanding the complexities of the long term connections as noted in the Imagine Nicholasville Road Study. The study also identified links to the Town Branch Trail and ways to provide safer bicycle and pedestrian routes to and from downtown as Main Street has environmental barriers near the Lexington cemetery.

CLIENT /

LFUCG

YEARS /

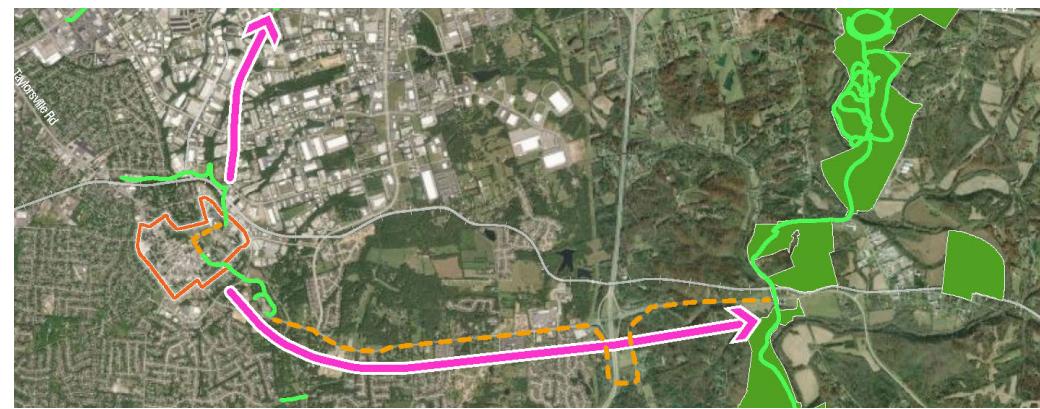
2023-2024

REFERENCE /

Hannah Crepps, hcrepps@lexingtonky.gov;
Scott Thompson, pthompson2@lexingtonky.gov

RELEVANT STAFF /

Austin Obenauf, Elizabeth Farc



Creating Vibrant Communities Technical Assistance Program

Statewide, Kentucky

As part of the Creating Vibrant Communities Technical Assistance Program, WSP supported KYTC in guiding four communities — Elizabethtown, Jeffersontown, Morehead, and Glendale — through a strategic planning process focused on land use, mobility, and future development. The program aimed to help each community articulate a clear vision and implementable strategies to transform key areas into vibrant, walkable destinations.

WSP served as the lead consultant for the mobility planning component, working closely to develop multimodal solutions that enhance connectivity, support mixed-use development, and consider parking access for visitors, employees, and residents downtown. The resulting plan emphasized pedestrian-oriented design, integrated land uses, and improved access to adjacent sites, laying the groundwork for long-term community vitality.

CLIENT /

KYTC

YEARS /

2023-Present

REFERENCE /

Steve DeWitte, PE; stephen.dewitte@ky.gov

RELEVANT STAFF /

Anne Warnick, Elizabeth Farc, Austin Obenauf, Roger Montelongo, Emily Netherton, Katie Hornback





At Home in Greeley Housing Needs Assessment & Subarea/TOD Plan

Greeley, Colorado

Greeley was once among northern Colorado's most affordable communities, but has seen home prices nearly triple in the past decade, alongside rising rents. To address these pressures, the city secured a state grant for a housing needs assessment and an Area Plan to guide future affordable development. Development Strategies led the housing policy and urban design tasks, in which they:

- Conducted a housing demand study to quantify demand, both current and future, for all types of housing.
- Determined an area of the city best-suited for a catalytic redevelopment with a focus on affordable housing and TOD.
- Engaged the public and stakeholders to understand citywide housing needs and priorities in the chosen subarea, using bilingual materials and outreach.
- Visualized land use alternatives to incorporate additional community priorities, including economic development, public space amenities, and connections to transit and open space. Using community and stakeholder input to develop a subarea plan with design guidelines and concept illustration.
- Used community and stakeholder input to develop a subarea plan with design guidelines and concept illustration.
- Conducted a feasibility analysis to ground the development framework in real numbers that shape implementation.

In 2024, Greeley City Council formally approved both documents, and the entire effort received a Merit Award for Planning Excellence from the Colorado State American Planning Association.

CLIENT /

City of Greeley

YEARS /

2023

REFERENCE /

Don Threewitt, AICP; don.threewitt@greeleygov.com

RELEVANT STAFF /

Matt Wetli, Anu Samarajiva

DEVELOPMENT STRATEGIES



Knoxville Transit Supportive Development Planning Knoxville, Tennessee

Knoxville-Knox County Planning engaged Development Strategies as a subconsultant to conduct a market analysis and financial feasibility study that informs the transit supportive development planning effort for five key transit corridors in Knoxville, TN. The study identifies corridor-specific market strengths, challenges, and opportunities, laying the foundation for equitable and feasible redevelopment that aligns with Knoxville's vision for growth and mobility.

Development Strategies worked with local stakeholders, and the development community to analyze corridor-specific demographic, housing, employment, and real estate trends. This work identified local development dynamics, affordability concerns, and economic drivers. Through developer and broker interviews, we refined our understanding of the development challenges and market pressures, and evaluated the viability of redevelopment opportunities across Knoxville.

Recommendations to guide future development included:

- Site-specific strategies to encourage development and leverage existing assets.
- Feasibility assessments to evaluate scenarios and align incentives with desired outcomes.
- Strategies for phasing and implementation that balance public and private resources.

CLIENT /

Knoxville-Knox County Planning

YEARS /

2025

REFERENCE /

Doug Burton, doug.burton@knoxvilleplanning.org

RELEVANT STAFF /

Matt Wetli, Anu Samarajiva

DEVELOPMENT STRATEGIES

SECTION 5

PROJECT UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

Safe Mobility, centered around people, is the gold standard for transportation networks to provide safe, sustainable, connected, and enjoyable facilities for all users. Safe Mobility encompasses Imagine Lexington's themes to sustain neighborhoods, protect the environment, create prosperity, improve community, and sustain the balance that makes Lexington unique.

Once a turnpike connecting Winchester and Mt. Sterling to Lexington, US 60/Winchester Road is now one of the major arterials radiating toward downtown Lexington. Winchester Road remains a vital corridor for the City of Lexington and the region, from urban to rural contexts. The corridor has multiple uses, acting as a true connection for the adjacent neighborhoods and businesses, as well as the city's economic vitality with heavy commuter traffic entering and exiting downtown and the critical hinge points of New Circle Road, Sir Barton Way, and I-75.

LAMPO and regional stakeholders have long recognized the importance of the US 60/Winchester Road corridor to Lexington-Fayette County and the understanding that in order to meet the increasing demands of higher density and changing land use, consideration must be given to the safety and connectivity of all users - not just cars. The WSP team understands the needs of the corridor and the city and is ready to continue its strong partnership with LFUCG to develop Complete Street solutions and coordinate with KYTC to maximize the potential of Winchester Road for the future, matching the success of the Imagine Nicholasville Road study.

Our team understands Winchester Road. We partnered with LFUCG in 2018 to conduct signal timing for the Hamburg area, which included the portion of Winchester Road from Fortune Drive to I-75. As partners through the Adopt-A-Highway program, WSP is responsible for roadside cleanups for this corridor from Sir Barton Way to Bahama Road. Our team travels the route regularly, both as part of the daily commute to our Lexington office and after work hours for personal trips to popular destinations, like the National Avenue area for our annual pickleball tournament or shopping in Hamburg.

As described by LAMPO, this project is as much about land use strategies and scenarios as it is about transportation analysis. New mixed-use and residential developments, including those along Winchester Road studied in Imagine New Circle Road, indicate growing densification. Urban service boundary changes east of Lexington, combined with new development, will increase traffic and strain the network. Without a comprehensive land use and transportation strategy, incremental development will worsen conditions.

This coordinated land use and transportation study is a key step in reimagining the US 60/Winchester Road corridor. It will outline strategies and resources for Lexington-Fayette County to redevelop the area into a safe, multimodal urban corridor with incremental infill and development that will meet the needs of the surrounding communities.

Challenges and Opportunities

Lexington is unique for its Urban Service Boundary. While preserving the unique landscape of Fayette County, it has also contained urban sprawl and helped retain business, especially retail, within the county. In many other cities, retail and other developments have leapfrogged from the urban core to surrounding suburban areas to the detriment of the core county's tax base. Lexington is also one of the few cities in the U.S. without an expressway running through the core of the city. This has allowed Lexington to retain a ring of attractive, close-in, urban neighborhoods.

At the same time, the condensed urban form has placed a significant burden on Lexington's arterial street network, including US 60/Winchester Road. With 26,000 to 43,000 average daily trips, Winchester Road's popularity has resulted in frustration for drivers, slow speeds for bus riders, and compromises to motorist and pedestrian safety.

Yet these conditions create an opportunity for Lexington-Fayette County to reimagine the corridor in terms of:

- Altering its design
- Improving how it is operated
- Maintaining its viability as one of Lexington's primary commercial and employment corridors
- Responding to the changing dynamics of retail and housing
- Creating a more pedestrian-friendly and transit-friendly environment
- Identifying opportunities for incremental infill and development
- Enhancing the quality of life and providing desired amenities for residents of today and tomorrow

The Winchester Road corridor changes dramatically from end to end. Breaking it into five segments (as described in the RFP) reveals distinct needs, contexts, and opportunities. The map and text on the following pages spotlight opportunities we have identified that we hope to explore further with the LFUCG team, stakeholders, and the public.

Segment 1 – Midland Avenue to Delaware Avenue

Segment 1 begins on the edge of downtown Lexington at the confluence of the Town Branch and Legacy Trails. Average Daily Traffic is around 26,000 with auto-oriented development. Lexington's Route 10, which connects the Downtown Transit Center with Hamburg Pavilion, runs up Midland Avenue and along this portion of Winchester Road, with an outbound stop at McDonald's and an inbound stop at the JIF factory. One railroad runs just south of the corridor while another railroad crosses Winchester Road between Zesta Place (an entrance to JIF) and Delaware Avenue. Both have at-grade crossings.

OPPORTUNITIES THAT APPLY TO THE THEMES IN THE COMPREHENSIVE PLAN



Neighborhoods



Environment



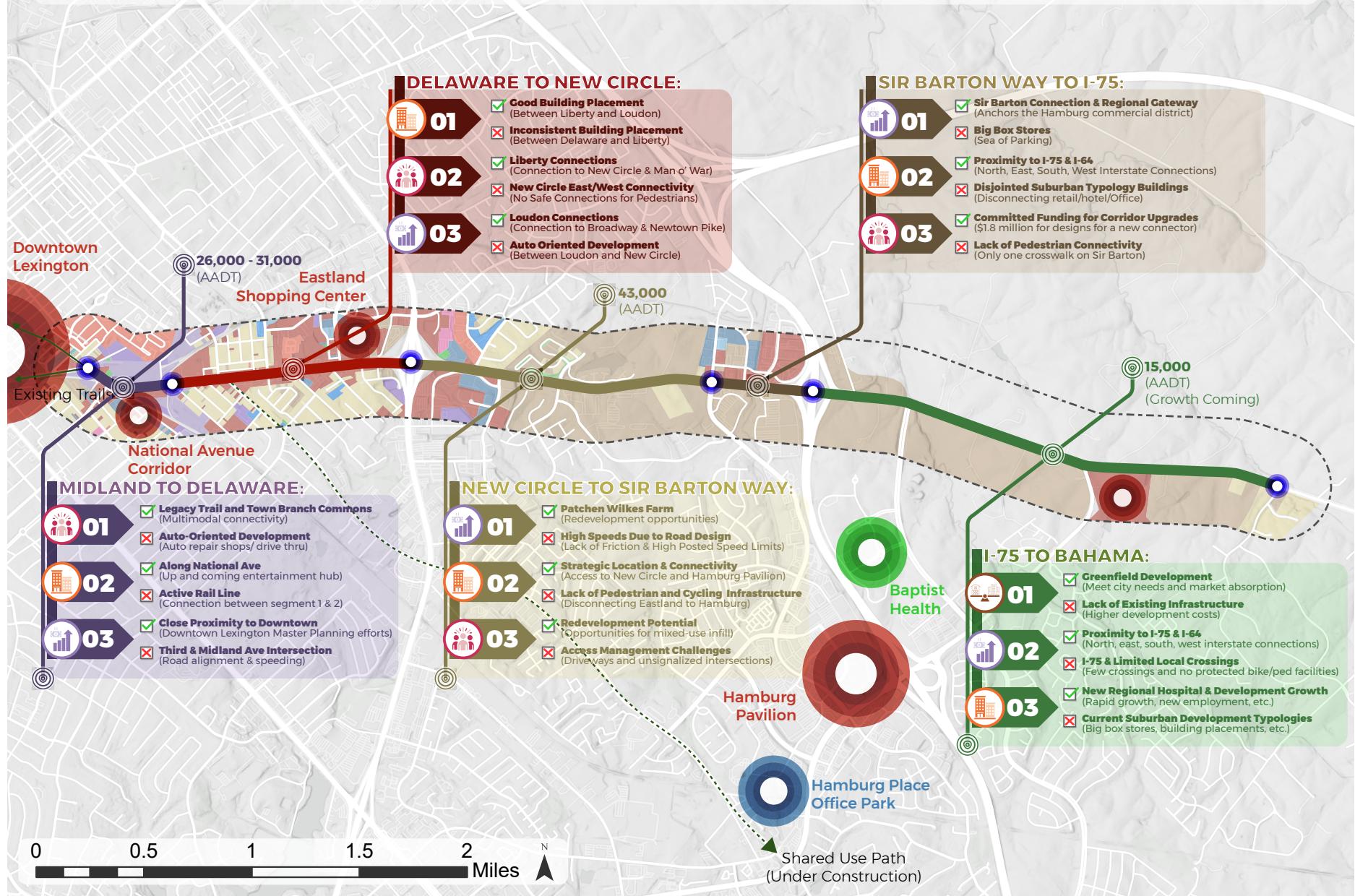
Prosperity



Community



Balance



Safety is a primary focus in this segment due to high volumes of multimodal users without protected infrastructure and the transition from higher speeds to the downtown network. Free-flow speeds range from 35 to 40 MPH, which is significant given that pedestrian survival rates drop to 50% at 42 MPH. The entire segment carries a KYTC Level of Service of Safety (LOSS) score of 4/4, underscoring the need for safety improvements.

While there is new mixed-use development along National Avenue, most of this section of Winchester Road is industrial. The JIF factory, known for the amazing peanut butter scent in the city, is a large employment generator, and the businesses along National Avenue attract residents from all over Lexington. Mixed-use development at the corner of Midland Avenue and Third Street, known as The MET, the recently built Charles Young Park, and the previously mentioned Town Branch Trail provide excellent multimodal connections to Downtown. While there are sidewalks on both sides of the corridor and on-street bike lanes, both are narrow and neither are particularly comfortable for users. This segment provides opportunity for some infill development along the south side of the corridor and improved bicycle and pedestrian facilities and traffic calming measures. The East Lexington Connectivity Study recommends multimodal infrastructure enhancements for Winchester Road and National Avenue in this area.

Segment 2 – Delaware Avenue to New Circle Road

In this segment, traffic increases to over 30,000 average daily trips. The corridor remains primarily auto-oriented, with narrow sidewalks, painted bike lanes, and multiple access points separated by a two-way left-turn lane. Free-flow speeds average 42 mph, and KYTC LOSS scores are 4/4 at Ashton Avenue and the Dayton Avenue/Liberty Road intersections. Pedestrian and cyclist activity is present, but infrastructure is limited. The East Lexington Connectivity Study and the Bicycle and Pedestrian Master Plan recommend improvements to support multimodal travel. Lextran's Routes 9 and 10 briefly serve this section, with Eastland Shopping Center as the main transit destination.



More retail uses, with some light industrial uses, are present in this area. However, there are numerous vacant properties and still a lack of retail serving essential needs. The Eastland Shopping Center was identified in the Imagine New Circle Study as a potential catalyst site. Residential neighborhoods sit just behind the retail along both sides of the corridor, north between E 7th Street and E Loudon Avenue and south between Delaware Avenue and New Circle Road. The area offers strong potential for higher-density redevelopment with improved neighborhood connections, including bike and pedestrian infrastructure, particularly through the New Circle Road interchange, which currently acts as a barrier for non-motorized travel.

Segment 3 – New Circle Road to Sir Barton Way

Traffic volumes increase significantly between New Circle Road and Sir Barton Way, creating a high-speed, high-volume corridor characterized by low-density development and a lack of bicycle and pedestrian infrastructure.

Vehicle speeds also increase in this segment, with free flow speeds around 50 MPH. The New Circle Road interchange limits multimodal mobility and transit access, and the lack of sidewalks forces pedestrians and cyclists onto shoulders or informal paths. Both the New Circle Road interchange and the Patchen Wilkes intersection have KYTC LOSS scores of 4/4. The Lexington Bicycle and Pedestrian Master Plan recommends improvements here, noting the wide cross section could support separated bike and pedestrian infrastructure.

Commercial uses are clustered near the New Circle Road interchange, though the existing development lacks direct roadway frontage. Eastward, land use becomes primarily residential. Frederick Douglas High School sits between Patchen Wilkes Drive and Sir Barton Way. Given its proximity to New Circle and Hamburg, the area offers strong potential for infill development; however, such development should prioritize human-scale design and ensure multimodal accessibility. Lextran Route 10 runs along Winchester Road from Liberty Drive to Sir Barton Way, offering transit access for future development.

Segment 4 – Sir Barton Way to I-75

This segment of Winchester Road serves as a regional connector between the Hamburg area and I-75. Retail and commercial uses line both sides, yet the corridor lacks bicycle and pedestrian facilities. Big box retail stores and restaurants with large parking lots characterize the southern side of the corridor, with smaller offices and restaurants along the northern side.

Speeds average 45 MPH and every intersection in this segment carries a KYTC LOSS safety score of 4/4. Multimodal users are constrained to walking and riding in the shoulder, although there is a trail connection to the Hamburg Place Horse Cemetery and Sir Barton Way. The Lexington Bicycle and Pedestrian Master Plan calls for pedestrian improvements here, starting with links to the growing Polo Club area through the I-75 interchange. There is no transit service in this area.

This part of the Winchester Road corridor offers strong potential for infill development that shifts away from auto-oriented development toward a more human-scaled design. Adding bike and pedestrian facilities along and across the corridor, as well as introducing transit service, could catalyze redevelopment and support a more connected, people-focused environment.

Segment 5 – I-75 to Bahama Road

East of I-75 traffic volumes decrease significantly; however, this area is expected to grow in the coming years. While there is currently very little development along this segment, Baptist Health has a new hospital facility just to the south between I-75 and Polo Club Boulevard with more development planned between Man O' War Boulevard and I-75. There are currently no bicycle or pedestrian facilities or transit service to this area.

Traffic speeds on US 60 average around 55 MPH, encouraged by wide lanes and shoulders. The I-75 interchange and Polo Club Drive intersections both carry KYTC LOSS safety scores of 4/4. Multimodal users rely on shoulders west of Polo Club Drive, which disappear to the east. The US 60 widening project will add a shared-use path alongside four lanes and RCUT intersections, reducing conflict points and improving future multimodal access. Additional shared-use trails intersecting US 60 and a bikeway from Man O' War Boulevard eastward are also planned under the Lexington Bicycle and Pedestrian Master Plan.

This undeveloped segment offers a prime opportunity for smart planning that aligns with the Comprehensive Plan and avoids auto-oriented patterns. East of I-75, the area between US 60 and I-64 falls within the recent Urban Service Boundary expansion, which includes a regulatory plan outlining land use, street sections, intersection types, and bike/pedestrian infrastructure. These guidelines will inform recommendations for the rest of this area.



Winchester Road is already seeing major investment – from new parks and trails to planned Reduced-Conflict U-Turn (RCUT) intersection improvements. Mixed-use developments along National Avenue, the new Baptist Health campus, and other new retail and residential development along Polo Club have proven the success of infill development in the area. This plan comes at a pivotal moment to guide growth, ensuring the corridor evolves into a safe, connected, and vibrant place to live, work, and play while aligning with Lexington's Comprehensive Plan goals.

WSP brings a strong team with knowledge of the study area and goals, and we are committed to LAMPO, LFUCG, and the community that relies on Winchester Road every day. Our approach and project management plan for this coordinated land use plan and transportation study outlines how we will deliver the scope and achieve the study's goals within the established \$350,000 budget.

Central to this commitment is our partnership with DBE firms, including EHI Consultants, with whom we share a long history of collaboration in Kentucky. For this study, EHI will be involved in seven of the 12 major tasks—leading Public & Stakeholder Engagement, Redevelopment and Land Use Scenarios, and Neighborhood Transitions & Connectivity—while supporting others such as Existing Conditions, Corridor Design Standards, Identifying Transportation Impacts and Potential Solutions, and Developing a Prioritized List of Transportation Improvements. Through this partnership, we are able to leverage EHI's strengths in community engagement and urban design, while also creating opportunities expand that expertise. While exact dollar amounts will be determined in project negotiations, WSP anticipates that EHI will retain at least 20% of the fee for this study.

The Winchester Road Corridor Study will:

- ✓ Enhance multimodal safety and access by reducing conflicts and lowering speeds to prevent fatalities and serious injuries.
- ✓ Encourage future redevelopment that is denser, mixed-use, and transit- and pedestrian-oriented in design.
- ✓ Improve connectivity and maintain adequate mobility for all modes of transportation.
- ✓ Identify opportunities for infill and identify potential catalytic sites.
- ✓ Utilize a multi-pronged approach to achieve meaningful engagement with stakeholders and the local community.
- ✓ Develop a cohesive sense of place along each segment of the corridor.

APPROACH & SCOPE OF SERVICES

TASK 0 - PROJECT MANAGEMENT

WSP, led by **Project Manager Anne Warnick**, will oversee all project management and administrative activities, ensuring clear communication, scheduling, and quality control throughout the study. With 18 years of Lexington planning experience, Anne provides unmatched corridor insight, supported by **Deputy PM Elizabeth Farc and Technical Advisor Jennifer Pangborn, AICP, RSP**¹. Our collaborative team—including **EHI Consultants, MKSK, and Development Strategies**—offers the right skills and proven local experience. Together, we will deliver a comprehensive vision, best practices, QA/QC of all work products, and on-time results through a highly coordinated, multidisciplinary approach.

0.1 Kickoff Meeting – At project kickoff, we will meet with LAMPO and LFUCG to confirm the scope and finalize the Work Plan Document (WPD). The WPD will define communication protocols, project schedule with engagement dates, key milestones, delivery timelines, and goals for each deliverable. Aligned with the Community Engagement Plan, it ensures efficient delivery, strong collaboration, and maximized public input through early meeting scheduling.

0.2 Project Management Team Coordination – Key staff will join monthly coordination calls with the LAMPO and LFUCG project managers (and others, as desired) to ensure efficient delivery. One of these meetings will include an in-person site visit along the corridor.

Deliverables: WPD, project schedule, weekly coordination calls, invoices/progress reports

TASK 1: EXISTING CONDITIONS REVIEW/ REPORT

1.1 Review of Existing Plans & Regulations – We will begin by reviewing existing planning documents and regulations currently guiding the development along Winchester Road. Existing planning documents for review will include the Lexington Comprehensive Plan, previous corridor plans, development plans, landscape and streetscape plans, and any current development proposals or plans identified by the Project Team.

1.2 Site Visit – One on-site visit will be conducted, ideally with the Project Management Team, to document and discuss issues and opportunities.

1.3 Data Collection and Review – We will collect data on land use, density, vacant sites, multimodal infrastructure, transit, safety concerns, congestion, key destinations, building types, utilities, landscaping, wayfinding, and development activity. We will also conduct high-level assessments of multimodal level of service, bike traffic stress, and Vision Zero, along with gathering metrics to measure progress toward project goals.

1.4 Existing Conditions Report – The existing conditions task will conclude with a summary report that outlines key findings and documents land use, destinations, and transportation systems needed to inform public input at the first meeting.

Deliverables: Draft/Final Existing Conditions Memo



Land use analysis from Imagine Nicholasville Road Study

TASK 2: MARKET ANALYSIS

The market analysis will evaluate the type and pace of residential and commercial development that can be anticipated in Lexington over the next decade, providing a realistic capture of demand for the Winchester Road Corridor. The analysis will focus on identifying catalytic development opportunities that can set a precedent for high-quality, market-supported development that advances community goals. With such a large corridor, the analysis will have three components, including a site marketability assessment, real estate analysis, and market strategy.

Development Strategies will build upon the recent market analysis for the Lexington Downtown Master Plan. This will provide added context in understanding the story around market opportunity for Winchester Road, which is foundational to the study and the Team's subsequent tasks involving strategy and implementation.

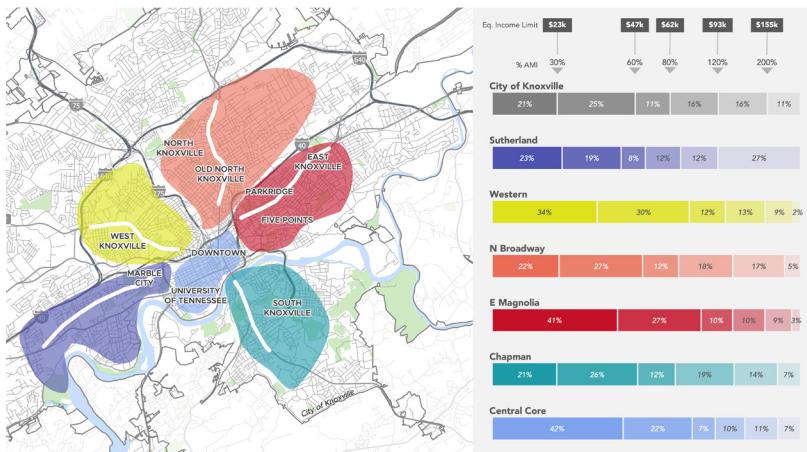
Task 2.1 Site Marketability Assessment – Given the large extent of the corridor, a marketability assessment will be undertaken first to identify corridor segments that have similar development patterns, demographic traits, challenges, and opportunities.

- **Demographic Analysis:** Aligning closely with the existing conditions analysis, demographic variables – including age, income, and population – will be analyzed to identify factors that will affect the study area, especially as they relate to potential market segments for housing, retail, office, industrial, and hospitality development.

- Site Marketability and SWOT Analysis:** An assessment of the study area's geographic context will be undertaken to understand its marketability strengths, weaknesses, opportunities, and threats (i.e. SWOT analysis), including parking, compatibility of uses, and economic utilization of real estate. A likely outcome will be the establishment of unique segments with which to do further analytical work.

Task 2.2 Real Estate Analysis – Building on the area context understanding, market analyses will be conducted to determine the specific scope of possibilities that exist in terms of present and future opportunities to supply unmet demand for different consumer groups, residents/commuters, employers, and visitors. The analyses will utilize the best available data from local, state, and national sources as well as proprietary data sources such as from Esri, Placer, and CoStar. Market analyses will include:

- Demand Analysis:** Employment projections will be used to estimate employment growth by sector to understand market potential for industrial and office development. We will also make use of market segmentation and demographics for housing and retail to understand demand gaps and buying power analyses to determine if certain segments are missing in the market. Regional visitation patterns will also be analyzed to determine market potential for hotels and other accommodations.
- Supply Analysis:** Market metrics will be provided, including achievable rents, lease rates and sale prices, absorption and achievable velocities of development, and achievable amounts of development for industrial uses, office, housing, retail, and hotels/accommodation. This data will entail a detailed analysis of trends in supply of current real estate products in the Lexington region.



Housing affordability submarkets from Knoxville Transit Supportive Development Planning

Task 2.3 Market Strategy – A market strategy focuses on interpreting market analysis for use in the formulation of a market-supported plan. It also identifies ways to leverage public investments, especially transit, and complementarity in ways that result in development that is greater than the sum of its parts.

Likely recommendations include:

- Competitive positioning
- Development typologies
- Brand Strategy
- Optimal sites and arrangement of uses
- Anchors
- Catalyst sites
- Differentiation
- District definition
- Public space development
- Quality, character, and amenities
- Mixed-use synergies and complementarity

The market strategy will include a matrix of product types—residential, retail, etc.—that are market supportable and consistent with community/planning goals identified in this process.

Deliverables: Draft/Final Market Analysis Memo

TASK 3: PUBLIC AND STAKEHOLDER ENGAGEMENT

Winchester Road is a vital corridor with diverse stakeholders invested in its future. Our team leverages proven strategies from similar projects to gather meaningful input, simplify complex options, and build consensus. We view engagement and design as inseparable—direct outreach by the design team ensures a comprehensive understanding of community issues and uncovers opportunities for innovative solutions.

The key to our approach is transparency and inclusivity:

- Technical concepts will be understandable through clear visuals and plain language.
- Ample opportunities will be created for different voices to be heard.
- Different viewpoints will be acknowledged and used to shape outcomes.

3.1 Community Engagement Plan – The CEP will set expectations and outline goals, methods, and responsibilities. This plan will be shared early to build consensus and will be revisited mid-project to adapt to emerging needs. We will employ a mix of face-to-face, digital, and interactive methods at key milestones, with the goal of making participation easy and memorable.

3.2 Project Team – Quarterly meetings will be held with a larger Project Team, with representatives from LAMPO; LFUCG Planning, Traffic Engineering, and Engineering; Councilmembers; KYTC; and Lextran, as determined by the Project Management Team.

3.3 Briefings – Deliver formal updates at key milestones, including:

- Two presentations each to the MPO Transportation Policy Committee, MPO Transportation Technical Coordinating Committee, the Lexington-Fayette County Planning Commission, and the Lextran Board of Directors during their regularly scheduled meetings.
- One final presentation to the Lexington-Fayette Urban County Council.
- One public hearing presentation to the LFUCG Planning Commission.

3.4 Stakeholder Outreach – Targeted discussions with a diverse group of corridor stakeholders will help define goals, identify issues, and champion implementation. These could include, but are not limited to: property owners, business operators, school districts, advocacy groups, neighborhood associations, hospitals, rail owners and operators etc.

3.5 Public Outreach – Engage and collaborate with nearby residential communities and the traveling public (all modes – motorists, transit users, pedestrians, and bicyclists) to understand their vision and preferences for improvements along the corridor. The following is our approach for engagement that is efficient in gathering needed information and memorable to encourage people to attend:

- Up to two public workshops to explain the project, provide information and concepts and obtain input. The first one will review the existing conditions and gather input from participants on issues and ideas. The second will seek reactions to broad land use and transportation alternatives.
- Alternately, a design charrette may consolidate the public meetings into a couple days and ask for public participation. For potential catalytic projects and design options for the roadway, charrettes work well to gather feedback on issues and ideas one day and share alternative concepts the next day. These events will include hands-on tools to explore development options including types of uses, height and general location or form. A second aspect will be to consider potential improvements within the right-of-way (for example on-street parking, different types of bike lanes, sidewalks/streetscapes, different lane configurations, transit or BRT elements).
- One final public review of the plan in an online format, posting the draft online and seeking feedback through a comment form or survey.

3.6 Online Engagement – A robust digital campaign, using social media and web platforms, to share updates and surveys. This will encompass advertisement for Tasks 3.4 and 3.5.

Deliverables: CEP, list of stakeholders, up to two online surveys, up to three public meetings, associated meeting minutes, presentations, and briefing packets.



Public engagement event for the Imagine Nicholasville Road Study, attended by approximately 150 people.



Community Meeting for the Downtown Lexington Master Plan conducted by MKSK, EHI, Development Strategies, and WSP.

TASK 4: REDEVELOPMENT & LAND USE SCENARIOS

4.1 Land Use Baseline Analysis – This work will begin with the examination of existing conditions, including an inventory of current land uses by type, existing businesses, building conditions, and demographics for each corridor segment. This analysis will be complemented by a review of market and societal trends, provided from Task 2, such as household demographics, income levels, and broader economic characteristics, to ensure recommendations are grounded in both local context and current realities. The baseline analysis will be compiled into a graphical format for presentation.

4.2 Scenario Development – The five segments throughout the corridor require tailored redevelopment and land use scenarios; there will be no “one size fits all” solution for this project. For each draft scenario, we will:

- Define appropriate residential and mixed-use densities for each segment based on market demand and infrastructure capacity.
- Establish FAR ranges for commercial, office, and mixed-use developments to support economic vitality and walkability.
- Offer a balanced land use mix of residential, retail, office, and community facilities.

The draft scenario planning process will serve as a reference point for community visioning and help to inform the final preferred land use scenario.

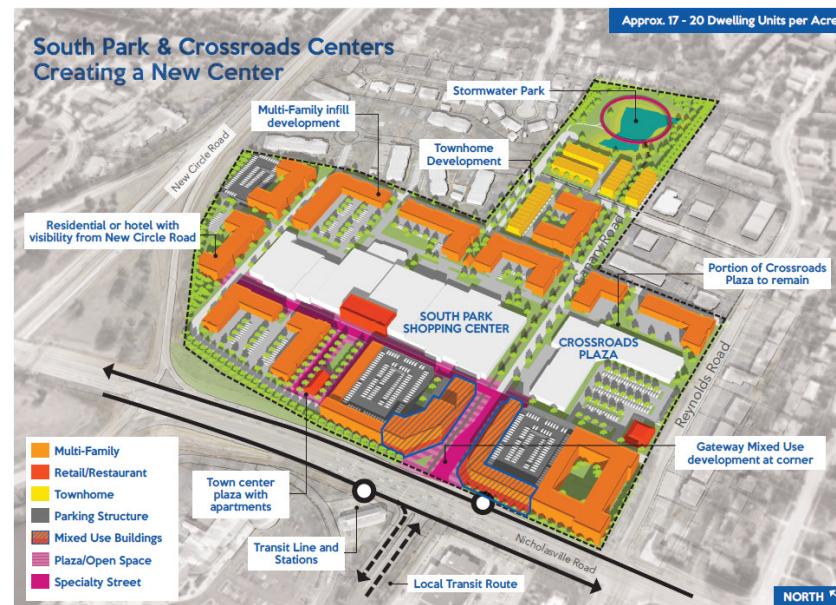
Deliverables: Land Use Baseline Analysis; up to three Draft Land Use Scenarios; Final Preferred Land Use Scenario

TASK 5: CONCEPTUAL PLANS FOR CATALYST SITES

We understand that near-term or early projects need to be “wins” for this corridor and identifying these sites for future development is as critical as the use, architecture, and public realm that will replace the existing condition. Our experienced corridor inventory and analysis will involve a regional and corridor conceptual market study to evaluate a variety of conditions along Winchester Road, the surrounding context, and comparable redevelopment typologies throughout the country that have similar settings with results.

5.1 Identification of Candidate Sites – Building on the progress made in Task 4, our team will conduct a comprehensive assessment of multiple sites along the corridor to identify prime candidates for redevelopment. Leveraging a criteria-based site evaluation matrix, similar to the one used in our Imagine Nicholasville Road planning study, we will pinpoint the top three catalytic sites that hold the greatest potential for transformative redevelopment and significant impact on the corridor’s future.

Our approach will be enriched by our market analysis, informative roundtable discussions with local and regional developers, and ongoing consultations with the Project Team. This strategic process aims to unlock the full potential of these sites, fostering innovative development opportunities that will revitalize the corridor and stimulate economic growth and build community.



Catalytic site example from *Imagine Nicholasville Road Study*.

5.2 Development of Conceptual Plans – We will develop each of these (at least three) catalytic sites using a combination of digital (perspective renderings, animations and virtual reality) and physical 3D models to discuss with the project team as well as share with the general public during public engagement if that is desired. Our team is experienced in communicating these concepts for redevelopment as general scenarios, facilitating input gathering without leading the public to believe that these developments are finalized.

Deliverables: Three catalyst site plan memos with graphics

TASK 6: CORRIDOR DESIGN STANDARDS

6.1 Development of Corridor Design Standards – We will develop a combination of up to five unique land-use typologies. Given the range of character areas that define Winchester Road, a context-sensitive approach will be implemented for the corridor-based design standards. By analyzing each corridor segment’s unique character and referencing Lexington’s existing plans, including the Complete Streets Design Manual, the Corridors Commission Typology & Strategic Design Guide, and the Multi-Family Design Standards, we will align our standards to complement and build upon existing plans. This structure will allow us to tailor certain standards to specific corridor segments.

Deliverables: Illustrated Design Standard Manual, a Typology/Context Matrix, and an Implementation Toolkit

TASK 7: NEIGHBORHOOD TRANSITIONS & CONNECTIVITY

7.1 Corridor and Neighborhood Interface Analysis – We will evaluate existing conditions and redevelopment strategies to understand how land use transitions affect connectivity and neighborhood character. Winchester Road is a corridor of contrasts, with land use patterns that shift dramatically along its length. West of New Circle Road, commercial and industrial uses dominate, but often only a block deep, with residential areas directly behind them. East of New Circle Road, the corridor becomes less dense, with neighborhoods directly fronting the roadway. Near the Hamburg area, large-scale commercial development emerges adjacent to residential areas. Beyond I-75, development is minimal but planned for growth.

The volume and scale of new development directly impact housing quality, property values, and perceptions of connectivity. While higher-density development is desirable, the plan must remain sensitive to neighborhood conditions and community priorities.

This analysis will consider multiple perspectives—walking and biking, driving, transit access, and the experience of living adjacent to commercial or large-scale developments. Recommendations will address building heights, volumes, and street frontage positioning to create smooth transitions between higher-intensity development along Winchester Road and lower-intensity uses nearby. Buffers, landscaping, and thoughtful design will mitigate visual and noise impacts, while tree canopy and vegetation will enhance corridor appeal and sustainability.

7.2 Connectivity and Multimodal Enhancements – This subtask will focus on improving connections between neighborhoods, destinations, and transit facilities. We will apply the Safe System Approach, aligned with Vision Zero principles, to prioritize safety and develop creative solutions for all modes. Strategies will include enhanced pedestrian and cycling infrastructure, improved crossings, and integration with regional trails. We will also evaluate existing transit in the study area and provide a recommendation for an enhanced transit route through the full corridor.

Deliverables: Memo including maps and concepts for connectivity and commercial to neighborhood transitions with building orientation/heights, buffers/landscaping recommendations

TASK 8: IDENTIFY TRANSPORTATION IMPACTS & POTENTIAL SOLUTIONS

This task will focus on understanding the transportation implications of proposed land use scenarios from Task 4 and developing strategies to address identified challenges.

8.1 Traffic Analysis – Our team will evaluate current multimodal data, traffic flow, and safety conditions to understand existing travel patterns. We will use

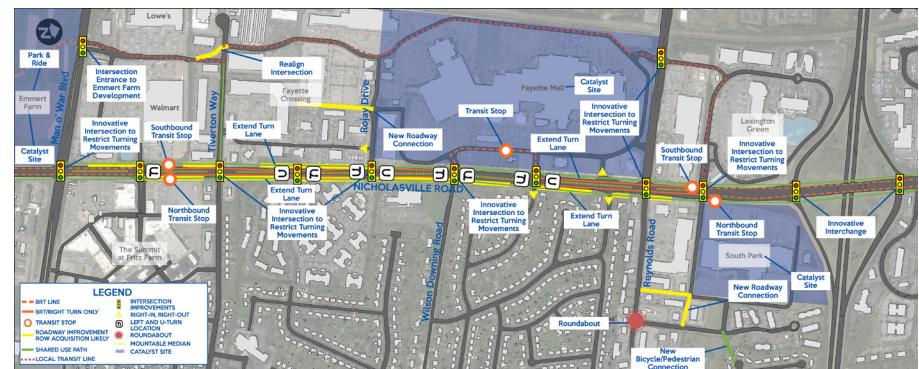
existing Synchro traffic models from LFUCG Traffic Engineering to evaluate current conditions that maintain single-occupant vehicle mode share and scenarios that assume higher mode shifts to transit, walking, bicycling, and emerging mobility options. This analysis will incorporate both quantitative modeling and qualitative insights to assess congestion, safety, and connectivity implications.

8.2 Development of Potential Solutions – This task will build on these findings to propose strategies and design interventions that advance mode shift and support long-term corridor goals. Recommendations will include programs and policies that foster TOD and multimodal connectivity, along with access management improvements to reduce conflict points and enhance safety. Our team will examine intersection design, signalization, and other traffic engineering techniques to maximize safety and find more efficiencies, if possible, in the traffic signals, but in a manner that strikes a balance with other project goals and other modes. Other alternatives to consider may include:

- Curbside management
- Lane widths and other geometric modifications through a safety lens
- Pedestrian crossings
- Shared use paths or cycle tracks
- Parallel access road network
- Access management, such as side-street connections, medians, and driveway redesign
- Changes to intersection and interchange design
- Changes to traffic signals and traffic signal technology, both for general traffic and transit

Potential solutions will reflect best practices, incorporate existing LFUCG and KYTC plans, and integrate public input, while maintaining a long-term vision for enhanced transit service and walkable, transit-oriented design. Alternatives will address both short-term improvements and long-term impacts, aligning with project objectives and community aspirations.

Deliverables: Traffic analysis results; Plan view of potential transportation solutions for the corridor (these could be broken out in sections to better align with the adjacent land use)



TASK 9: DEVELOP A PRIORITIZED LIST OF TRANSPORTATION IMPROVEMENTS

9.1 Cost Estimates – We will prepare preliminary design and construction cost estimates for each concept using KYTC guidance and recent bid data to ensure accuracy and consistency for future recommendations.

9.2 Right of Way & Utility Analysis – We will assess the proposed improvement concepts for their potential impacts on right-of-way and utility infrastructure.

9.3 Phasing and Private Investment Needs – We will determine potential phasing of public infrastructure projects and identify related improvements within redevelopment areas that will require coordination with private investment.

9.4 Confirm List of Public Infrastructure Improvements – WSP will confirm the improvement concepts with the Project Management Team, Project Team, and public to seek input on each group's priorities. This holistic approach ensures the solutions are shared with all parties in a way that highlights feasibility and how they accomplish the goals defined. We will share the improvement concepts developed in Task 8 with the Project Management Team first to identify any fatal flaws or changes needed before proceeding forward. We will present the concepts to the public and ask for feedback with regards to prioritization. Using all of this input, our team will create a prioritized list of alternatives and solutions to include in the draft plan.

Deliverables: Prioritized list of recommended transportation improvements

TASK 10: STREET CROSS-SECTIONS

10.1 Cross-Section Development – Once a final, prioritized list of improvements is identified, our team will develop a final overall corridor plan in plan-view and final cross-sections for up to five distinct segments of Winchester Road. The cross-sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

Deliverables: Final cross-sections

TASK 11: DEVELOP A REGULATORY FRAMEWORK FOR PLAN IMPLEMENTATION

11.1 Regulatory Framework – This framework plan will include targeted zoning recommendations, including adjustments to the Interchange Service Business (B-5P) zone, and will establish a regulated plan that defines sub-districts, permitted uses, building heights and transitions. The team will develop design and development standards addressing building orientation, setbacks, lot coverage, floor area ratios, and accessibility for all modes, ensuring that walkability and TOD are prioritized throughout the corridor. In addition, the framework will include recommendations for flexible parking standards, shared parking solutions, and access management strategies to support transit.

We envision this framework plan being a model code that includes design features and establishes reasonable triggers for when the code applies to a change in use or redevelopment. We can prepare a zoning overlay or design guidelines and standards report, based on the client's direction and share with the staff responsible for taking it through the hearing and adoption process to ensure that all tools developed are useful.

This document may include features such as:

- A new list of uses for different sub-districts within the corridor
- A Regulating Plan or other map that relates to permitted uses and height
- Setbacks, parking, and other standards to support transit, which may include special requirements in proximity to transit stops
- Easy to understand tables and graphics with a focus on form and design, and less rigid on uses
- Access management
- Parking including variables for shared parking or parking reductions
- Incentives for elements such as streetscape or transit enhancements, pedestrian amenities, public space, public art, transportation demand management programs, and other agreed upon features
- Walkability and accessibility guidelines
- TOD guidelines
- Description on how the code is applied to existing versus new development

Deliverables: Draft/Final regulatory land use/zoning framework plan

BUILDING TYPE INTENTION

The Residential Townhome (RT) Building Type is a supportive building type for Innovation Mile that provides increased living options and more diversity of neighborhood feel along 141st Street. This building type typically includes residential and rear parking located on ground and units on upper floors. These building types are allowed within the Residential Type 2 Character District. Building Type requirements include:



REQUIREMENT	DETAILED STANDARD
Typical Floorplate Dimension	40' to 50' typical width
Floor Heights (Floor-to-Floor)	12'-15' ground floor; and 10'-12' upper floor.
Building Façade Articulation	Must include vertical plane breaks between individual units that include entrances.
Building Façade Projections or Encroachments	Entrance canopies and coverings required; balconies for units allowed.
Building Façade Transparency	No requirements.
Building Façade Materiality	High-quality glass, metals, concrete, and wood on all Secondary Street building facades.
Building Façade Lighting	Required on all Primary Street building facades; and adjacent to any non-motorized streets and potential alleys.
Exterior Lighting	Required on all Secondary Street building facades; adjacent to any non-motorized streets and potential alleys.
Landscaping	Required in front of all Secondary Street Build-to-Lines.
Exterior Public Spaces and Courtyards	No requirements.

Regulatory framework developed for Innovation Mile Master Plan in Noblesville, IN

TASK 12 : IDENTIFY INNOVATIVE STRATEGIES FOR PLAN IMPLEMENTATION

12.1 Market Incentives – Even when corridors are appropriately zoned for TOD, envisioned development may not occur when construction costs exceed potential revenue from rents or sales, undermining project feasibility. While adjusting zoning regulations to facilitate and encourage TOD is crucial, the team also recognizes the importance of implementing effective financial mechanisms to catalyze, encourage, and sustain a significant transformation in how developers and lenders understand the corridor's potential for success.

To address this challenge, areas currently devoted to surface parking lots could be leveraged to create new streets and smaller blocks which increase connectivity and reshape parcels to better support desired development. Furthermore, WSP will identify, evaluate, and recommend potential targeted incentives, including property tax abatement options, leveraging grant funding to complete land preparation to improve site conditions and decrease project costs, designating future property tax increases to fund further improvements, establishing Business Improvement Districts or Neighborhood Improvement Districts, or utilizing land contributions from city, county, or state agencies. By leveraging these economic tools, catalytic projects may become financially feasible in the short term, demonstrate success upon completion in the medium term, and support a market where more tTOD can be proposed and delivered over the long term.

12.2 Grant Funding Scan – The purpose of this task is to identify and evaluate potential grant opportunities that align with potential infrastructure improvements. The scan will include a comprehensive review of federal, state, and local funding programs, focusing on eligibility requirements, application timelines, and program criteria. Our team will analyze existing and proposed project elements against grant program guidelines to determine readiness and identify gaps in data or documentation that may affect competitiveness. The process will also consider factors such as funding limitations, administrative changes, and grantor decision-making schedules.

Deliverables will include a summary report outlining:

- Recommended grant programs and their alignment with project goals
- Key eligibility criteria and application requirements
- A timeline of upcoming funding opportunities
- Strategic considerations for improving project readiness and positioning for successful applications

Deliverables: *Market Incentives Recommendations; Grant Funding Scan*

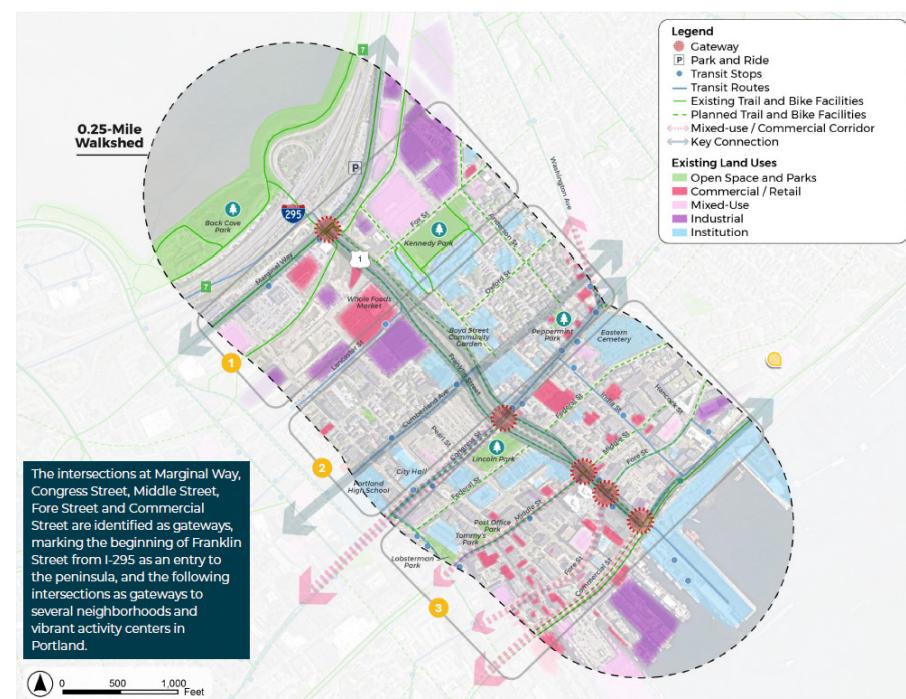
TASK 13: PLAN DOCUMENT

WSP will lead the creation of a final digital report that includes the findings, outcomes, and recommendations of each of the tasks.

13.1 Draft Document – The draft study will be a compilation of the plan's process, major findings and associated graphics, public input, and recommendations. The document will be graphics-forward, with the intent of being digestible to any audience, whether it be the public, stakeholders, and LAMPO or LFUCG staff or leadership. An executive summary and appropriate appendices will be included.

13.2 Final Document & Deliverables – After final briefings noted in Task 3.3 and review by LAMPO and LFUCG project managers, we will refine the draft document into the final Winchester Road Corridor Study. We will provide a PDF of the final document, along with the InDesign file package, GIS files, and other data sets collected or created during the course of the study.

Deliverables: Draft/Final document; data files



The WSP team brings extensive expertise in developing integrated land use and transportation studies that deliver an innovative, actionable vision. This map is a corridor analysis for Reimagining Franklin in Portland, Maine, led by WSP.

PROPOSED SCHEDULE & MILESTONES

Our preliminary proposed schedule anticipates submitting the report within 12 months. We plan to allocate additional time in spring 2027 to finalize the report and deliver presentations. The schedule will be confirmed in collaboration with LFUCG during the project kick-off meeting.

		2026												2027			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Task 0	Project Management																
	Project Kick Off																
	Project Management Team Meetings																
Task 1	Existing Conditions Review/Report																
Task 2	Market Analysis																
Task 3	Public & Stakeholder Engagement																
	Community Engagement Plan																
	Project Team Meetings																
	Council and Committee Presentations																
	Stakeholder Meetings																
	Public Meetings / Workshops																
	Online Engagement																
Task 4	Redevelopment & Land Use Scenarios																
Task 5	Conceptual Plan for Catalyst Sites																
Task 6	Corridor Design Standards																
Task 7	Neighborhood Transitions & Connectivity																
Task 8	Identify Transportation Impacts & Potential Solutions																
Task 9	Develop a Prioritized List of Transportation Improvements																
Task 10	Street Cross-Sections																
Task 11	Develop a Regulatory Framework for Plan Implementation																
Task 12	Identify Innovative Strategies for Plan Implementation																
Task 13	Plan Document																

SECTION 6

REQUIRED FORMS

AFFIDAVIT

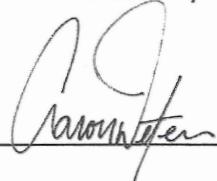
Comes the Affiant, Aaron Detjen, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Aaron Detjen and he/she is the individual submitting the proposal or is the authorized representative of WSP USA Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.



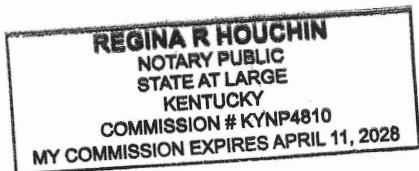
STATE OF Kentucky

COUNTY OF Fayette

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

by Aaron Detjen on this the 3 day
of December, 2025

My Commission expires: 4-11-2028


Regina R. Houchin
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.

A handwritten signature in black ink, appearing to read "Aaron H. Fifer".

WSP USA Inc.
Name of Business

Signature

WORKFORCE ANALYSIS FORM

Name of Organization: WSP USA Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators	73	34	30	3	3	1	1	0	0	1	0	0	0	0	0	39 34
Professionals	5656	2154	1568	274	199	148	158	11	9	527	456	15	20	57	60	3186 2470
Superintendents																
Supervisors	4005	2274	850	140	80	97	57	10	2	317	131	6	4	21	16	2865 1140
Foremen																
Technicians	1495	816	168	181	31	146	15	2	1	77	18	15	6	17	2	1254 241
Protective Service																
Para-Professionals																
Office/Clerical	865	127	363	36	101	38	104	2	2	17	50	3	2	0	20	223 642
Skilled Craft																
Service/Maintenance																
Total:	12094	5405	2979	634	414	430	335	25	14	939	655	39	32	95	98	7567 4527

Prepared by: Aaron Detjen Aaron Detjen, Vice President Date: 12 / 02 / 2025

(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: WSP USA Inc.

Contact Name: Aaron Detjen Title: Local Business Leader

Telephone Number: 859-245-3884 Fax Number: n/a

Email address: aaron.detjen@wsp.com



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 (TSMSDC)

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 # RFP #42-2025

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. EHI Consultants 333 West Vine Street, Ste. 300 Lexington, Kentucky 40507 859-425-4881 holmes@ehiconsultants.com	DBE, MBE	Land Use Planning and Public Engagement	\$70,000	20%
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.

WSP USA, Inc.

Company

12/01/2025

Date

Aaron Detjen

Company Representative

Local Business Leader

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 Formerly 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



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:	<u>WSP USA Inc.</u>	Date:	<u>12/01/2025</u>
Project Name:	<u>Winchester Road Corridor Study</u>	Project Number:	<u>#42-2025</u>
Contact Name:	<u>Aaron Detjen</u>	Telephone:	<u>859-245-3866</u>
Email:	<u>aaron.detjen@wsp.com</u>		

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.

WSP has contracted with the following firms on projects in Kentucky:
EHI Consultants; Taylor Siefker Williams Design Group; Third Rock Consultants LLC.; Grey Engineering; Metric Engineering, Inc.; and Bryant Associates, Inc.

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.

10/31/2025 - Email - Subcontract teaming arrangement invitation and acceptance

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.

WSP USA, Inc.

Company

12/01/2025

Date

Aaron Detjen

Company Representative

Local Business Leader

Title

4870-1925-6809, v. 1

Winchester Road RFP

From Farc, Elizabeth <Elizabeth.Farc@wsp.com>
Date Fri 10/31/2025 11:24 AM
To Ryan Holmes <rholmes@ehiconsultants.com>

Hi Ryan!

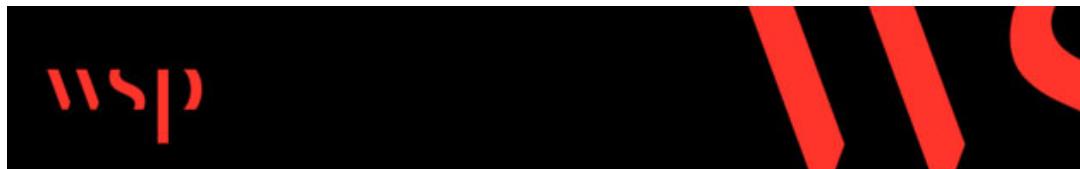
Did you see the Winchester Road RFP from LFUCG? Just dropped today. Are you all interested in teaming? Thinking you all could support land use analysis/recommendations and lead community engagement?

Elizabeth Farc
Senior Consultant - Transportation Planner
she/her

T +1 859-245-3883
M +1 502-214-0743

WSP
1792 Alysheba Way, Suite 230
Lexington, Kentucky

wsp.com



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

- (c) 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



12/3/2025

Date



Exhibit C – Amended Scope and Schedule

1. Project Management

1.1 Kickoff Meeting

At project kickoff, we will meet with LAMPO and LFUCG to confirm the scope and finalize the Work Plan Document (WPD). The WPD will define communication protocols, project schedule with engagement dates, key milestones, delivery timelines, and goals for each deliverable. Aligned with the Community Engagement Plan, it ensures efficient delivery, strong collaboration, and maximized public input through early meeting scheduling.

1.2 Project Management Team Coordination

Key staff will join monthly coordination calls with the LAMPO and LFUCG project managers (and others, as desired) to ensure efficient delivery. One of these meetings will include an in-person site visit along the corridor.

Deliverables: WPD, project schedule, weekly coordination calls, invoices/progress reports

2. EXISTING CONDITIONS REVIEW/ REPORT

2.1 Review of Existing Plans & Regulations

We will begin by reviewing existing planning documents and regulations currently guiding the development along Winchester Road. Existing planning documents for review will include the Lexington Comprehensive Plan, previous corridor plans, development plans, landscape and streetscape plans, and any current development proposals or plans identified by the Project Team.

2.2 Site Visit

One on-site visit will be conducted, ideally with the Project Management Team, to document and discuss issues and opportunities.

2.3 Data Collection and Review

We will collect data on land use, density, vacant sites, multimodal infrastructure, transit, safety concerns, congestion, key destinations, building types, utilities, landscaping, wayfinding, and development activity. We will also conduct high-level assessments of multimodal level of service, bike traffic stress, and Vision Zero, along with gathering metrics to measure progress toward project goals.

2.4 Existing Conditions Report

The existing conditions task will conclude with a summary report that outlines key findings and documents land use, destinations, and transportation systems needed to inform public input at the first meeting.

Deliverables: Draft/Final Existing Conditions Memo

3. MARKET ANALYSIS

The market analysis will evaluate the type and pace of residential and commercial development that can be anticipated in Lexington over the next decade, providing a realistic capture of demand for the Winchester Road Corridor. The analysis will focus on identifying catalytic development opportunities that can set a precedent for high-quality, market-supported development that advances community goals. With such a large corridor, the analysis will have three components, including a site marketability assessment, real estate analysis, and market strategy.

Development Strategies will build upon the recent market analysis for the Lexington Downtown Master Plan. This will provide added context in understanding the story around market opportunity for Winchester Road, which is foundational to the study and the Team's subsequent tasks involving strategy and implementation.

3.1 Site Marketability Assessment

Given the large extent of the corridor, a marketability assessment will be undertaken first to identify corridor segments that have similar development patterns, demographic traits, challenges, and opportunities.

- Demographic Analysis: Aligning closely with the existing conditions analysis, demographic variables – including age, income, and population – will be analyzed to identify factors that will affect the study area, especially as they relate to potential market segments for housing, retail, office, industrial, and hospitality development.
- Site Marketability and SWOT Analysis: An assessment of the study area's geographic context will be undertaken to understand its marketability strengths, weaknesses, opportunities, and threats (i.e. SWOT analysis), including parking, compatibility of uses, and economic utilization of real estate. A likely outcome will be the establishment of unique segments with which to do further analytical work.

3.2 Real Estate Analysis

Building on the area context understanding, market analyses will be conducted to determine the specific scope of possibilities that exist in terms of present and future opportunities to supply unmet demand for different consumer groups, residents/commuters, employers, and visitors. The analyses will utilize the

best available data from local, state, and national sources as well as proprietary data sources such as from Esri, Placer, and CoStar. Market analyses will include:

- Demand Analysis: Employment projections will be used to estimate employment growth by sector to understand market potential for industrial and office development. We will also make use of market segmentation and demographics for housing and retail to understand demand gaps and buying power analyses to determine if certain segments are missing in the market. Regional visitation patterns will also be analyzed to determine market potential for hotels and other accommodations.
- Supply Analysis: Market metrics will be provided, including achievable rents, lease rates and sale prices, absorption and achievable velocities of development, and achievable amounts of development for industrial uses, office, housing, retail, and hotels/accommodation. This data will entail a detailed analysis of trends in supply of current real estate products in the Lexington region.

3.3 Market Strategy

A market strategy focuses on interpreting market analysis for use in the formulation of a market-supported plan. It also identifies ways to leverage public investments, especially transit, and complementarity in ways that result in development that is greater than the sum of its parts.

Likely recommendations include:

- Competitive positioning
- Development typologies
- Brand Strategy
- Optimal sites and arrangement of uses
- Anchors
- Catalyst sites
- Differentiation
- District definition
- Public space development
- Quality, character, and amenities
- Mixed-use synergies and complementarity

The market strategy will include a matrix of product types—residential, retail, etc.—that are market supportable and consistent with community/planning goals identified in this process.

Deliverables: Draft/Final Market Analysis Memo

4. PUBLIC AND STAKEHOLDER ENGAGEMENT

Winchester Road is a vital corridor with diverse stakeholders invested in its future. Our team leverages proven strategies from similar projects to gather meaningful input, simplify complex options, and build consensus. We view engagement and design as inseparable—direct outreach by the design team ensures a comprehensive understanding of community issues and uncovers opportunities for innovative solutions.

The key to our approach is transparency and inclusivity:

- Technical concepts will be understandable through clear visuals and plain language.
- Ample opportunities will be created for different voices to be heard.
- Different viewpoints will be acknowledged and used to shape outcomes.

4.1 Community Engagement Plan

The CEP will set expectations and outline goals, methods, and responsibilities. This plan will be shared early to build consensus and will be revisited mid-project to adapt to emerging needs. We will employ a mix of face-to-face, digital, and interactive methods at key milestones, with the goal of making participation easy and memorable.

4.2 Project Team

Quarterly meetings will be held with a larger Project Team, with representatives from LAMPO; LFUCG Planning, Traffic Engineering, and Engineering; Councilmembers; KYTC; and Lextran, as determined by the Project Management Team.

4.3 Briefings

Deliver formal updates at key milestones, including:

- Two presentations each to the MPO Transportation Policy Committee, MPO Transportation Technical Coordinating Committee, the Lexington-Fayette County Planning Commission, and the Lextran Board of Directors during their regularly scheduled meetings.
- One final presentation to the Lexington-Fayette Urban County Council.
- One public hearing presentation to the LFUCG Planning Commission.

4.4 Stakeholder Outreach

Targeted discussions with a diverse group of corridor stakeholders will help define goals, identify issues, and champion implementation. These could include, but are not limited to: property owners, business operators, school districts, advocacy groups, neighborhood associations, hospitals, rail owners and operators etc.

4.5 Public Outreach

Engage and collaborate with nearby residential communities and the traveling public (all modes – motorists, transit users, pedestrians, and bicyclists) to understand their vision and preferences for improvements along the corridor. The following is our approach for engagement that is efficient in gathering needed information and memorable to encourage people to attend:

- Up to two public workshops to explain the project, provide information and concepts and obtain input. The first one will review the existing conditions and gather input from participants on issues and ideas. The second will seek reactions to broad land use and transportation alternatives.
- Alternately, a design charrette may consolidate the public meetings into a couple days and ask for public participation. For potential catalytic projects and design options for the roadway, charrettes work well to gather feedback on issues and ideas one day and share alternative concepts the next day. These events will include hands-on tools to explore development options including types of uses, height and general location or form. A second aspect will be to consider potential improvements within the right-of-way (for example on-street parking, different types of bike lanes, sidewalks/streetscapes, different lane configurations, transit or BRT elements).
- One final public review of the plan in an online format, posting the draft online and seeking feedback through a comment form or survey.

4.6 Online Engagement

A robust digital campaign, using social media and web platforms, to share updates and surveys. This will encompass advertisement for Tasks 3.4 and 3.5.

Deliverables: CEP, list of stakeholders, up to two online surveys, up to three public meetings, associated meeting minutes, presentations, and briefing packets.

5. REDEVELOPMENT & LAND USE SCENARIOS

5.1 Land Use Baseline Analysis

This work will begin with the examination of existing conditions, including an inventory of current land uses by type, existing businesses, building conditions, and demographics for each corridor segment.

This analysis will be complemented by a review of market and societal trends, provided from Task 2, such as household demographics, income levels, and broader economic characteristics, to ensure recommendations are grounded in both local context and current realities. The baseline analysis will be compiled into a graphical format for presentation.

5.2 Scenario Development

The five segments throughout the corridor require tailored redevelopment and land use scenarios; there will be no “one size fits all” solution for this project. For each draft scenario, we will:

- Define appropriate residential and mixed-use densities for each segment based on market demand and infrastructure capacity.

- Establish FAR ranges for commercial, office, and mixed-use developments to support economic vitality and walkability.
- Offer a balanced land use mix of residential, retail, office, and community facilities.

The draft scenario planning process will serve as a reference point for community visioning and help to inform the final preferred land use scenario.

Deliverables: Land Use Baseline Analysis; up to three Draft Land Use Scenarios; Final Preferred Land Use Scenario

6. CONCEPTUAL PLANS FOR CATALYST SITES

We understand that near-term or early projects need to be “wins” for this corridor and identifying these sites for future development is as critical as the use, architecture, and public realm that will replace the existing condition. Our experienced corridor inventory and analysis will involve a regional and corridor conceptual market study to evaluate a variety of conditions along Winchester Road, the surrounding context, and comparable redevelopment typologies throughout the country that have similar settings with results.

6.1 Identification of Candidate Sites

Building on the progress made in Task 4, our team will conduct a comprehensive assessment of multiple sites along the corridor to identify prime candidates for redevelopment. Leveraging a criteria-based site evaluation matrix, similar to the one used in our Imagine Nicholasville Road planning study, we will pinpoint the top three catalytic sites that hold the greatest potential for transformative redevelopment and significant impact on the corridor's future.

Our approach will be enriched by our market analysis, informative roundtable discussions with local and regional developers, and ongoing consultations with the Project Team. This strategic process aims to unlock the full potential of these sites, fostering innovative development opportunities that will revitalize the corridor and stimulate economic growth and build community.

6.2 Development of Conceptual Plans

We will develop each of these (at least three) catalytic sites using a combination of digital (perspective renderings, animations and virtual reality) and physical 3D models to discuss with the project team as well as share with the general public during public engagement if that is desired. Our team is experienced in communicating these concepts for redevelopment as general scenarios, facilitating input gathering without leading the public to believe that these developments are finalized.

Deliverables: Three catalyst site plan memos with graphics

7. CORRIDOR DESIGN STANDARDS

7.1 Development of Corridor Design Standards

We will develop a combination of up to five unique land-use typologies. Given the range of character areas that define Winchester Road, a context-sensitive approach will be implemented for the corridor-based design standards. By analyzing each corridor segment's unique character and referencing Lexington's existing plans, including the Complete Streets Design Manual, the Corridors Commission Typology & Strategic Design Guide, and the Multi-Family Design Standards, we will align our standards to complement and build upon existing plans. This structure will allow us to tailor certain standards to specific corridor segments.

Deliverables: Illustrated Design Standard Manual, a Typology/Context Matrix, and an Implementation Toolkit

8. NEIGHBORHOOD TRANSITIONS & CONNECTIVITY

8.1 Corridor and Neighborhood Interface Analysis

We will evaluate existing conditions and redevelopment strategies to understand how land use transitions affect connectivity and neighborhood character. Winchester Road is a corridor of contrasts, with land use patterns that shift dramatically along its length. West of New Circle Road, commercial and industrial uses dominate, but often only a block deep, with residential areas directly behind them. East of New Circle Road, the corridor becomes less dense, with neighborhoods directly fronting the roadway. Near the Hamburg area, large-scale commercial development emerges adjacent to residential areas. Beyond I-75, development is minimal but planned for growth.

The volume and scale of new development directly impact housing quality, property values, and perceptions of connectivity. While higher-density development is desirable, the plan must remain sensitive to neighborhood conditions and community priorities.

This analysis will consider multiple perspectives—walking and biking, driving, transit access, and the experience of living adjacent to commercial or large-scale developments. Recommendations will address building heights, volumes, and street frontage positioning to create smooth transitions between higher-intensity development along Winchester Road and lower-intensity uses nearby. Buffers, landscaping, and thoughtful design will mitigate visual and noise impacts, while tree canopy and vegetation will enhance corridor appeal and sustainability.

8.2 Connectivity and Multimodal Enhancements

This subtask will focus on improving connections between neighborhoods, destinations, and transit facilities. We will apply the Safe System Approach, aligned with Vision Zero principles, to prioritize safety

and develop creative solutions for all modes. Strategies will include enhanced pedestrian and cycling infrastructure, improved crossings, and integration with regional trails. We will also evaluate existing transit in the study area and provide a recommendation for an enhanced transit route through the full corridor.

Deliverables: Memo including maps and concepts for connectivity and commercial to neighborhood transitions with building orientation/heights, buffers/landscaping recommendations

9. IDENTIFY TRANSPORTATION IMPACTS & POTENTIAL SOLUTIONS

This task will focus on understanding the transportation implications of proposed land use scenarios from Task 4 and developing strategies to address identified challenges.

9.1 Traffic Analysis

Our team will evaluate current multimodal data, traffic flow, and safety conditions to understand existing travel patterns. We will use existing Synchro traffic models from LFUCG Traffic Engineering to evaluate current conditions that maintain single-occupant vehicle mode share and scenarios that assume higher mode shifts to transit, walking, bicycling, and emerging mobility options. This analysis will incorporate both quantitative modeling and qualitative insights to assess congestion, safety, and connectivity implications.

9.2 Development of Potential Solutions

This task will build on these findings to propose strategies and design interventions that advance mode shift and support long-term corridor goals. Recommendations will include programs and policies that foster TOD and multimodal connectivity, along with access management improvements to reduce conflict points and enhance safety. Our team will examine intersection design, signalization, and other traffic engineering techniques to maximize safety and find more efficiencies, if possible, in the traffic signals, but in a manner that strikes a balance with other project goals and other modes. Other alternatives to consider may include:

- Curbside management
- Lane widths and other geometric modifications through a safety lens
- Pedestrian crossings
- Shared use paths or cycle tracks
- Parallel access road network
- Access management, such as side-street connections, medians, and driveway redesign
- Changes to intersection and interchange design
- Changes to traffic signals and traffic signal technology, both for general traffic and transit

Potential solutions will reflect best practices, incorporate existing LFUCG and KYTC plans, and integrate public input, while maintaining a long-term vision for enhanced transit service and walkable, transit-oriented design. Alternatives will address both short-term improvements and long-term impacts, aligning with project objectives and community aspirations.

Deliverables: Traffic analysis results; Plan view of potential transportation solutions for the corridor (these could be broken out in sections to better align with the adjacent land use)

10. DEVELOP A PRIORITIZED LIST OF TRANSPORTATION IMPROVEMENTS

10.1 Cost Estimates

We will prepare preliminary design and construction cost estimates for each concept using KYTC guidance and recent bid data to ensure accuracy and consistency for future recommendations.

10.2 Right of Way & Utility Analysis

We will assess the proposed improvement concepts for their potential impacts on right-of-way and utility infrastructure.

10.3 Phasing and Private Investment Needs

We will determine potential phasing of public infrastructure projects and identify related improvements within redevelopment areas that will require coordination with private investment.

10.4 Confirm List of Public Infrastructure Improvements

WSP will confirm the improvement concepts with the Project Management Team, Project Team, and public to seek input on each group's priorities. This holistic approach ensures the solutions are shared with all parties in a way that highlights feasibility and how they accomplish the goals defined. We will share the improvement concepts developed in Task 8 with the Project Management Team first to identify any fatal flaws or changes needed before proceeding forward. We will present the concepts to the public and ask for feedback with regards to prioritization. Using all of this input, our team will create a prioritized list of alternatives and solutions to include in the draft plan.

Deliverables: Prioritized list of recommended transportation improvements

11. STREET CROSS-SECTIONS

11.1 Cross-Section Development

Once a final, prioritized list of improvements is identified, our team will develop a final overall corridor plan in plan-view and final cross-sections for up to five distinct segments of Winchester Road. The cross-sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

Deliverables: Final cross-sections

12. DEVELOP A REGULATORY FRAMEWORK FOR PLAN IMPLEMENTATION

12.1 Regulatory Framework

This framework plan will include targeted zoning recommendations, including adjustments to the Interchange Service Business (B-5P) zone, and will establish a regulated plan that defines sub-districts, permitted uses, building heights and transitions. The team will develop design and development standards addressing building orientation, setbacks, lot coverage, floor area ratios, and accessibility for all modes, ensuring that walkability and TOD are prioritized throughout the corridor. In addition, the framework will include recommendations for flexible parking standards, shared parking solutions, and access management strategies to support transit.

We envision this framework plan being a model code that includes design features and establishes reasonable triggers for when the code applies to a change in use or redevelopment. We can prepare a zoning overlay or design guidelines and standards report, based on the client's direction and share with the staff responsible for taking it through the hearing and adoption process to ensure that all tools developed are useful.

This document may include features such as:

- A new list of uses for different sub-districts within the corridor
- A Regulating Plan or other map that relates to permitted uses and height
- Setbacks, parking, and other standards to support transit, which may include special requirements in proximity to transit stops
- Easy to understand tables and graphics with a focus on form and design, and less rigid on uses
- Access management
- Parking including variables for shared parking or parking reductions

- Incentives for elements such as streetscape or transit enhancements, pedestrian amenities, public space, public art, transportation demand management programs, and other agreed upon features
- Walkability and accessibility guidelines
- TOD guidelines
- Description on how the code is applied to existing versus new development

Deliverables: Draft/Final regulatory land use/zoning framework plan

13. IDENTIFY INNOVATIVE STRATEGIES FOR PLAN IMPLEMENTATION

13.1 Market Incentives

Even when corridors are appropriately zoned for TOD, envisioned development may not occur when construction costs exceed potential revenue from rents or sales, undermining project feasibility. While adjusting zoning regulations to facilitate and encourage TOD is crucial, the team also recognizes the importance of implementing effective financial mechanisms to catalyze, encourage, and sustain a significant transformation in how developers and lenders understand the corridor's potential for success.

To address this challenge, areas currently devoted to surface parking lots could be leveraged to create new streets and smaller blocks which increase connectivity and reshape parcels to better support desired development. Furthermore, WSP will identify, evaluate, and recommend potential targeted incentives, including property tax abatement options, leveraging grant funding to complete land preparation to improve site conditions and decrease project costs, designating future property tax increases to fund further improvements, establishing Business Improvement Districts or Neighborhood Improvement Districts, or utilizing land contributions from city, county, or state agencies. By leveraging these economic tools, catalytic projects may become financially feasible in the short term, demonstrate success upon completion in the medium term, and support a market where more tTOD can be proposed and delivered over the long term.

13.2 Grant Funding Scan

The purpose of this task is to identify and evaluate potential grant opportunities that align with potential infrastructure improvements. The scan will include a comprehensive review of federal, state, and local funding programs, focusing on eligibility requirements, application timelines, and program criteria. Our team will analyze existing and proposed project elements against grant program guidelines to determine readiness and identify gaps in data or documentation that may affect competitiveness. The process will also consider factors such as funding limitations, administrative changes, and grantor decision-making schedules.

Deliverables will include a summary report outlining:

- Recommended grant programs and their alignment with project goals
- Key eligibility criteria and application requirements
- A timeline of upcoming funding opportunities
- Strategic considerations for improving project readiness and positioning for successful applications

Deliverables: Market Incentives Recommendations; Grant Funding Scan

14. PLAN DOCUMENT

WSP will lead the creation of a final digital report that includes the findings, outcomes, and recommendations of each of the tasks.

14.1 Draft Document

The draft study will be a compilation of the plan's process, major findings and associated graphics, public input, and recommendations. The document will be graphics forward, with the intent of being digestible to any audience, whether it be the public, stakeholders, and LAMPO or LFUCG staff or leadership. An executive summary and appropriate appendices will be included.

14.2 Final Document & Deliverables

After final briefings noted in Task 3.3 and review by LAMPO and LFUCG project managers, we will refine the draft document into the final Winchester Road Corridor Study. We will provide a PDF of the final document, along with the InDesign file package, GIS files, and other data sets collected or created during the course of the study.

Deliverables: Draft/Final document; data files

Schedule

	2026											2027			
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 0 Project Management															
Project Kick Off															
Project Management Team Meetings															
Task 1 Existing Conditions Review/Report															
Task 2 Market Analysis															
Task 3 Public & Stakeholder Engagement															
Community Engagement Plan															
Project Team Meetings															
Council and Committee Presentations															
Stakeholder Meetings															
Public Meetings / Workshops															
Online Engagement															
Task 4 Redevelopment & Land Use Scenarios															
Task 5 Conceptual Plan for Catalyst Sites															
Task 6 Corridor Design Standards															
Task 7 Neighborhood Transitions & Connectivity															
Task 8 Identify Transportation Impacts & Potential Solutions															
Task 9 Develop a Prioritized List of Transportation Improvements															
Task 10 Street Cross-Sections															
Task 11 Develop a Regulatory Framework for Plan Implementation															
Task 12 Identify Innovative Strategies for Plan Implementation															
Task 13 Plan Document															

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EXHIBIT D
AMENDED RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION REQUIREMENTS
4 Pages

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be included as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is

commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award.

DEFAULT

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

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