

Agreement between Owner and Consultant for Planning Services

THIS IS AN AGREEMENT made as of _____, 2015, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EHI Consultants, 333 W Vine Street, Suite 300, Lexington KY 40507 (**CONSULTANT**). **OWNER** intends to proceed with the **Winburn Small Area Plan** as described in the attached Exhibits A and B, "Winburn Small Area Plan, RFP# 34-2015." The services are to include preparing a small area plan amendment to the 2013 Comprehensive Plan in close cooperation with citizens in the Winburn Neighborhood area. The study will include a significant public participation process and will follow customary land use and related planning practices and procedures, including procedures in Kentucky Revised Statutes Chapter 100, four outcomes described in Exhibits A and B, detailing the findings of all inventory, analysis, and recommendations completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include preparing a small area plan amendment to the 2013 Comprehensive Plan in close cooperation with citizens in the Winburn Neighborhood area.

1.2. Project Phase

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

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached **EXHIBITS A and B**, "Winburn Small Area Plan, RFP# 34-2015." To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBITS A and B**.

1.2.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work **product**.

1.2.4. The **CONSULTANT** shall submit and electronic copy and five (5) paper copies of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**. One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If the draft is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, the **CONSULTANT** will provide paper copies for the Planning Commission, steering committee, and staff (approximately fifty [50] final paper copies) in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work," subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made or approvals necessary 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 objectives and constraints, 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, drafts and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. It is expected that this Project will be completed within 12 months of execution of this Agreement.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

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

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

OWNER shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

5.1.1.a. Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1 shall be the only person authorized to provide such approval.

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The OWNER may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.3.2. In performing the services hereunder, the CONSULTANT and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of OWNER in any manner whatsoever. Except as otherwise provided in this Agreement, the CONSULTANT shall act 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 Kentucky law, and that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. CONSULTANT binds himself 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, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of OWNER.

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

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or

relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

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

<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)	\$1 million per occurrence
Professional Liability	\$1 million per occurrence \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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 named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Definition of Default

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Jim Duncan, Manager of Long-Range Planning in the Division of Planning (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this

Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

EHI Consultants

BY: _____
JIM GRAY, MAYOR

BY:  _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2015.
My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

Scope-of-Work

Phase I-

Task A- Plan Set Up

Client Meeting: Meet with the Division of Planning staff, Councilperson to review administrative requirements for the project including the finalization of the scope of work, meeting schedules, anticipated deliverables, roles and responsibilities and communication.

Preliminary Review: Conduct a preliminary driving - walking tour of the community to become familiar with its context and development patterns. This task will also include a review of the Comprehensive Plan, zoning ordinance, transportation plans and any other relevant plans or studies.

Advisory Committee: In order to effectively coordinate and communicate with the community we recommend creating an Advisory Committee to provide oversight and leadership. This group is intended to be a diverse working group, with assistance provided staff from the Division of Planning. The major tasks of the committee include review of goals and objectives, development concepts and prioritizing and to develop alternative themes.

Task B- Community Outreach

A critical component to the success of a planning process is not only to provide a high level of participation but to actively engage and empower neighborhood residents and stakeholders. EHI has been very successful in facilitating unconventional public outreach efforts that build capacity for underrepresented groups including low-income and minority populations, to participate more effectively. Our approach is to bring enthusiasm to excite stakeholders and residents by engaging them in active listening and group discussions.

Outreach Methods and Strategies

In order to have meaningful and significant participation, EHI proposes to develop a strong working partnership with Community Action Council, Consolidated Church, the University of Kentucky and other community based organizations to help identify neighborhood leadership to not only participate but to play an active role in the planning and outreach process. Because these organizations are embedded in the neighborhood, their role will be critical to the success of neighborhood outreach. Our approach is to develop neighborhood volunteers to serve as ambassadors in reaching out to and engaging their neighbors in workshops and activities.

Organizing neighborhood ambassadors will also be critical to the Latino residents, as it will be important to communicate with individuals and/or organizations that have strong ties to the community. We will adjust our outreach and communication methods to reflect cultural and language differences by providing written material in Spanish and will recruit a bilingual liaison to help facilitate community meetings and conversations. Our goal is that neighborhood ambassadors will build local support for the planning process, empower leaders to champion implementation strategies and use this process to serve as a catalyst for ongoing dialogue. Communication is the thread that ties together all types of community engagement. We will create a project website to post information about the neighborhood events and materials such as

meeting agendas and minutes, flyers, PowerPoint presentations, comments cards and sign-in sheets, etc. We will use social media such as Facebook, and Twitter to announce upcoming meetings and workshops. Along with the traditional forms of outreach such as, neighborhoods flyers, church bulletins and neighborhood associations.

Kick-Off and Planning and Neighborhood Fair- *My Wellness, Our Neighborhoods*

EHI proposes a *My Wellness, Our Neighborhoods* fair as fun, interactive and informative way to engage residents and to kick-off the planning process. The event will be held in the study area to encourage participation and convenience for neighborhood residents. EHI would also work in partnership with Community Action Council, University of Kentucky, Division of Police, Health Department, Partnership for Youth, Workforce Investment Board, Adult and Tenant Services, Code Enforcement and others to host a neighborhood planning and wellness fair. This would be a sponsored event that promotes health, wellness, public safety and planning/neighborhood visioning. We envision various booths and vendors to provide interactive displays and materials on a variety of wellness and neighborhood topics. It would also be an opportunity for the Health Department or others to offer free health screenings.

At this event, EHI will facilitate a planning Dotmocracy exercise that will be a hands-on tool to encourage participants to share ideas with their fellow neighbors and to rank their own ideas for neighborhood improvements. We also proposed to collect surveys to determine resident opinions and community needs assessment. EHI has extensive survey experience and has successfully conducted similar opinion and community assessments in this and other similar neighborhoods. To encourage and attract community members to attend the fair, we propose to provide incentives, food and music. For example, we could issue a tracking card or “Neighborhood Passport” to be stamped by each booth/display he or she visits. Attendees may be required to participate in the Dotmocracy exercise before they’re eligible for a free gift or to enter a grand prize drawing. EHI would work to solicit donations through local organizations and entities such as the University of Kentucky, Commerce Lexington, Lexmark, and others to help pay for food, music and prizes.

Neighborhood Workshops: Workshops will be designed to focus on specific neighborhood issues and concerns identified by residents and stakeholders. The workshops will include two key parts: general overview and small group work. The meetings open with a welcome, a review of the agenda, and an overview of the planning process. Working in small groups, participants will be engaged in one or several exercises. In at least one exercise, participants are asked to generate ideas about the future of the small area in a brainstorming exercise. These ideas are recorded and are placed into a database and used as input to the visioning workshop.

Visioning: EHI will analyze issues and ideas identified through the neighborhood workshops. Based on data and information generated from the workshops, we will then invite the public to participate in a visioning workshop that will be a 3-4 hour working session. The agenda will be formalized but it is intended to include activities to engage citizens to share their ideas about how to improve and enhance the small area with a particular focus on, social mobility, connectivity, land use and urban design. Hands-on exercises will be developed to facilitate discussion regarding urban design elements such a gateways, connections, infrastructure improvements, public space, streetscape amenities, parking, green infrastructure, and open space. A critical

piece of this session will be to address the underlying social causes that are pervasive (unemployment, crime, drugs, housing and other social issues).

Stakeholder interviews: EHI conduct an extensive stakeholder interview process that allows us to incorporate stakeholder perspective into the framework in its earliest stages. These interviews provide an opportunity for stakeholders to share knowledge and specific data sources. It will also be an opportunity to discuss possible partnerships how it could leverage additional public funding and facilitate private investment.

- Community Action Council
- Property Owners/Landlords
- Neighborhood Associations
- Local Businesses
- University of Kentucky
- Lexmark
- Lextran
- Fayette County Public Schools
- Fayette County Public Library
- LFUCG Parks and Recreation
- Lexington Housing Authority
- Office of Affordable Housing
- Bluegrass Community and Technical College
- Churches

Phase I Deliverables

- Site program and preliminary site plan
- LFUCG agencies meetings
- Neighborhood Workshops
- Visioning
- Final scope of plan projects

Phase II- Plan Elements:

EHI proposes to include the required plan elements as the community's defining characteristics including demographics, land use, development patterns, natural environment, housing, health and safety, and mobility. Working with citizen and stakeholder input along with consultation from Division of Planning and other LFUCG agencies, strategies for development will include planning elements that increase and enhance economic opportunities, increase accessibility and connectivity to amenities and resources, and to promote overall neighborhood livability.

Task D and E: Base Studies

Existing Conditions and Trends

The project team will inventory and assess a host of existing conditions and trends as the baseline piece of the planning process. These include population and development forecasts, development trends, and major infrastructure projects.

Economic Opportunity: Fundamental to the planning process is the understanding of social and economic issues within the neighborhood and how it relates to more pervasive socio-economics

dynamics occurring at the macro level. Crime, drugs, income disparities, concentration of poverty, residential segregation, and uneven development patterns are systemic and interrelated, usually as result of larger economic processes and social policies. The built environment also influences, and often perpetuates many of these dynamics by creating neighborhoods that are isolated and disconnected from each other as well as the larger community. Many of the neighborhoods in the Winburn-Green Acres-Hollow Creek-Breckinridge area experience the effect of these dynamics and need a renewed sense of economic opportunity. This element will focus on a variety of interventions to work towards economic justice, accessibility to the job market and workforce development.

Land Use Development: The land use component will serve as a guide for future development and/or redevelopment within the small area. Provisions for land use may include both general design criteria and specific site design concepts. General design guidelines will focus on elements to enhance the neighborhood's sense of place and connectivity. Development concepts will include alternatives for residential development and new neighborhood serving retail and businesses. Land use and design elements will be responsive to existing land use patterns, improved transportation connectivity, urban services and public input. It will also be informed by properties that have the greatest potential for change based on market dynamics and public and private investment.

The small area plan study boundary consists of a variety of established neighborhoods, newly constructed residential subdivisions and several large, developable tracts and existing commercial corridors. There may be other opportunities to redevelop housing within the Winburn neighborhood and underutilized commercial properties along New Circle Road to allow for more mixed-use and transit oriented development. Provisions for access management along New Circle may also be considered.

A large tract (52 acres) is owned by the University of Kentucky which houses the Ecological Research and Education Center (EREC). The site is used for research and educational opportunities for students as well as the surrounding community. Recently UK has undergone public engagement with the surrounding neighborhoods to discuss potential development of community gardens and access to this site. Its proximity to Martin Luther King Park and Winburn Middle School creates an opportunity to provide better integration and connection that would facilitate educational and public uses.

Accessibility and Connectivity: The proposal includes an evaluation of the existing street network to identify key opportunities to expand and connect existing streets and increase multi-modal capacity. Currently the Winburn Neighborhood, including a school and park is served by one access point off Russell Cave Road. LFUCG owns right-of-way that links Citation Blvd from its current terminus to Winburn Drive. Once this connection is made, other streets such as Asbury Lane and Burgess Avenue also link to this collector street. Providing these linkages would ensure better fire and emergency accessibility while providing new opportunities to access Lexmark and employment centers at Nandino Blvd and Coldstream.

Improvements to Russell Cave Road should also be considered to improve access to existing commercial areas along New Circle Road. New road construction and/or retrofits to the existing

street network incorporate facilities for neighborhood pedestrians, bicyclists, transit riders and automobile drivers.

Housing: Housing will be an important element in the planning process. Although there are a variety of housing types and densities, the Winburn neighborhood has a high rate of rental properties and vacancies. Two rental housing developments in the Winburn neighborhood, which consists of 315 units (Matador North and Foxrun) is owned by one investment company located in Denver, CO. It will be important to engage this owner, and other absentee landlords in discussions of housing/site improvements, maintenance schedules and overall neighborhood impacts.

Through the assessment, EHI will prepare a summary of housing conditions and trends based on 2010 U.S. Census and 2013 American Community Survey and other available sources. Housing strategies will be developed to address vacant properties, housing affordability, rental housing and maintenance and housing rehabilitation.

Healthy Foods and Urban Agriculture

The design of the plan should accommodate opportunities for access to healthy and fresh produce. Census Tract 38.04 is identified as an USDA food desert based on the criteria meeting the low-income threshold and living more than a one mile from a grocery store. It is understood that the area is currently undeserved and many residents in the area do not own a personal vehicles, relying on bus transit for their transportation needs. The plan will assess healthy existing food options, and with community input provide strategies to best address access.

Conceptually, these options to healthy food may include:

- Improve bicycle, pedestrian and transit access to existing nearby grocery stores, food shopping areas currently available;
- Create opportunities for utilizing UK property for large-scale food production or smaller community gardens in the study area;
- Locate fixed or mobile farmer's market;
- Establish a "Good Neighbor Program" to work with local convenient stores in the neighborhoods to provide healthy food choices.

Secure by Urban Design

Evaluate neighborhood for safety concerns and work with the Division of Police department to identify hot spots for criminal activities. Review design principles that promote safe and secure urban places and that reduce the opportunities for crime.

- Street Lighting: Ample level of lighting within the public realm
- Sightlines: Ability to see within public space
- Connectivity of pedestrian and bicycle facilities creating more "eyes" on the street
- Positively incorporate open space into overall neighborhood design
- Promote property maintenance such as repairing fencing and general upkeep
- Block Captains neighborhood watch teams

Tasks F-G: Plan Alternatives:

The project team proposes to create an action-oriented implementation schedule that identifies strategies and lead agencies to accomplish the vision, goals and objectives of the Winburn-Green Acres-Hollow Creek-Breckinridge Small Area Plan. Additionally, the plan can be used

proactively to leverage investment in the area, advocate for neighborhood issues, pursue grant funding and guide capital improvements.

Implementation Strategies: The implementation element will provide a framework for zoning and other land use decisions therefore, we propose to review zoning codes and subdivision regulations to make necessary recommendations for implementation and may require modifications to existing land use designations/ categories.

Cost Estimates: Implementation strategies will also inform capital improvement priorities appropriate for the small area plan. Based on priorities from the planning process, estimated costs for potential projects may be included in the implementation measures. This will ensure that resources are planned for enhanced transportation facilities, parks, utilities, and other public facilities necessary to implement the plan.

Plan Adoption: In conjunction with the Advisory Committee, our team will prepare a presentation for the Planning Commission for the adoption of the plan. Following adoption, we will revise the document to incorporate any changes made during this process. A final version of the document will be provided in both PDF and native/editable formats via electronic storage device. The Winburn-Green Acres-Hollow Creek-Breckinridge Small Area Plan document will also be provided in PDF and native format via electronic storage device.

Phase II Deliverables:

Recommends specific actions and strategies to accomplish goals.

- Base map
- Goals and Objectives
- Base studies and plan elements
- Plan alternatives and recommendations
- Site sketches
- Design guidelines
- Final report

LFUCG- Provided Assistance

LFUCG will provide consultant assistance in coordinating all staff meetings and information. LFUCG uses an ESRI-based GIS system with a full complement of information layers, which has been extensively developed for mapping purposes. Please see the LFUCG [GIS home page](#) for a full listing of available LFUCG information, which will be provided, at no charge, for data uses in connection with this project. Other information and assistance may be provided by Division of Planning or other LFUCG staff as agreed between the consultant and the Director of Planning.

**EXHIBIT B
Reporting**

LFUCG will form an advisory committee to guide this study. The committee will serve as the principal policy body for the project, with all final decisions subject to the appropriate adoption

processes for the study recommendations. The day-to-day management of the project will be under the supervision of the Division of Planning.

Public meetings described herein will be held as proposed by the consultant. The consultant will be responsible for providing all necessary exhibits and for attending any public meetings or hearings as provided in the project schedule. Staff will assist the consultant.

Except as specifically noted otherwise herein, staff will require a minimum of two weeks to review each major draft product. One unbound original and 20 copies of each draft deliverable shall be submitted along with an approved digital version. LFUCG shall be provided copies of all digital presentations.

For each major written deliverable longer than 20 pages, the Consultant shall include an executive summary. The final report format shall include a digital and 35 paper copies for distribution.

All reports and accompanying documents are subject to review by the Lexington-Fayette Urban County Government Division of Planning and others. The consultant shall be responsible for addressing all comments and requirements.

EXHIBIT C

Fee and Method of Invoice and Payment

The consultant may submit invoices for services or rendered work as often as a monthly basis, based on the contract schedule. The Division of Planning shall respond to the invoice within thirty days, either denying or making payment. An LFUCG Invoice Summary must accompany each invoice. Payments shall be monthly but not exceed the following schedule, but is subject to modification prior to a signed contract:

Completion through Task C: 25% of total contract

Completion through Task F: 50%

Completion through Task H: 75%

Completion through Task J: 100%

EXHIBIT D
Certificate of Insurance (please attach)

LFUCG PROJECT ASSIGNMENT NO. _____

UNDER LFUCG AGREEMENT WITH _____ FOR

	CONSULTANT	OWNER
Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Jim Duncan
Telephone	_____	859-258-3172
Fax	_____	859-258-3163
E-Mail	_____	jhduncan@lexingtonky.gov

Project Assignment Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

Exhibit A

SCHEDULE OF WORK

Schedule A

FEE

Schedule C (\$100,000)

ACCEPTED BY:



Consultant's Authorized Signature

9/29/2015

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed

Two originals of this work order shall be executed by the Owner and returned to _____. A fully executed copy will be returned to the Owner.