

EXHIBIT "B"

Legacy Business Park Site Development

RFP #51-2022 | LFUCG
Lexington, KY | September 19, 2022



Gresham Smith

We bring unparalleled experience and relationships.

Our team brings the best of both worlds required to deliver the infrastructure and attract future tenants: design expertise and real estate knowledge.

We led the award-winning plan.

Our team led the award-winning Legacy Business Park master plan and, as such, know better than anyone the importance of the open space, Legacy Trail and the plan's overall flexibility to market realities.

We know the community.

Our team led the initial public engagement and developed a master plan that has created a positive public response because it prioritizes being a good neighbor.



Genuine Ingenuity

333 West Vine Street
Suite 1650
Lexington, KY 40507

859.469.5610
GreshamSmith.com

September 19, 2022

Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Selection Committee,

We are delighted to submit our team's qualifications to perform the requested Legacy Business Park Site Development services. The Gresham Smith team is made up of collaborators who both led the award-winning Legacy Business Park Master plan and are experienced in each facet of design, permitting and zoning required to meet your stated goals. In addition, we have added Cushman & Wakefield to our team to bring their global light industrial and commercial real estate experience, relationships, and insight to this project. In support of our core team, we have hand selected proven local and regional collaborators who each understand Lexington, this site, and the goals of this project.

Our team's approach will integrate design and engineering services alongside real estate services from the outset to develop thoughtful, responsive, and innovative solutions for this project. This process will build on the strong vision in the master plan. We will refine the initial Phase 1 investment to maximize the value of initial infrastructural investments while maintaining overall flexibility and responsiveness for potential end user needs. This process will be foundational for long term success at the Legacy Business Park.

Our team is thrilled at what the Legacy Business Park will create for Lexington and look forward to working with you to transform the vision into reality.

Sincerely,

Louis R. Johnson, PLA, ASLA
Project Executive
louis.johnson@greshamsmith.com
502.627.8924



Section 1.0

Full Team Composition

Celebrating
55+ Years

Over 1,000 Professionals in
25 Offices

400+ Firmwide Design Awards

- General Rankings**
- Architectural Record (2022)*
- #25 Top 300 Architectural Firms
- Building Design + Construction Giants 400 (2022)*
- #9 Top 45 Engineering Architecture Firms
- Engineering News-Record (2022)*
- #84 Top 500 Design Firms
 - #68 Top 100 Pure Designers



We are a global company with well-established roots in each of the communities we serve.

Gresham Smith is an architecture, engineering, planning and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 25 locations throughout the US, and a local office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It’s not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

Markets we specialize in:

- Aviation
- Building Engineering
- Life and Work Places
- Healthcare
- Industrial
- Land Planning
- Transportation
- Water + Environment

Services we offer:

- Architecture
- Commissioning
- Engineering
- Environmental & Sustainability Services
- Experiential Design & Wayfinding
- Interior Design
- Landscape Architecture
- Planning / Master Planning
- Program Management / Construction Management / EPCM / Alternative Project Delivery
- Site Development

Full Team Composition

418

Awards for
Projects

\$208M

2021 Revenue

More than

50

LEED Certified
Projects

More than

225

Stormwater Projects

Approx.

8,950

Jobs Created
Via Industrial
Development

We are a force for action.

This is where the power of real estate is unleashed on your behalf.

Cushman & Wakefield is a leading global real estate services firm that delivers exceptional value for real estate occupiers and owners. We create innovative solutions that increase their clients’ productivity today and position clients for the future. Exceeding clients’ expectations is the goal; setting the standard for best practices across the globe is the result.

C&W is proud to be the partner of choice for the world’s top occupiers and owners of real estate across industries and around the world. Global trends are changing the way commercial real estate is leveraged in business today. Our clients depend on our global size and scale, comprehensive suite of services, fully integrated technology platform, industry-leading capabilities and their leadership across the major markets of the world. We are confidently global and expertly local in every facet of commercial real estate. And we are fearless. C&W believes increased business complexities generate fresh opportunities for innovation and new ideas to create what’s next for owners and occupiers the world over.

Cushman & Wakefield’s clients across the globe can expect a strong bias for action, a rigorous focus on results, value created through insight, and the right people powered by the right platform—on every assignment, every time. Our capabilities truly reflect client needs, and client success reflects the strategic execution of this business model, our progressive world view, and the value derived from the industry’s top talent worldwide.

Services:

- Global Occupier Services
- Tenant Representation
- Project & Development Services
- Strategic Consulting/ Workplace Strategy
- Valuation and Advisory
- Investment and Asset Management
- Agency Leasing
- Property Management
- Capital Markets
- Facility Services
- Real Estate Brokerage Services
- Seller Representation
- Construction Management



400
Offices

60
Countries

50,000
Employees

\$9.4 B
2021 Revenue

4.8 B
SF Managed

Teaming Partners

Our team includes trusted collaborators who have enabled successful outcomes with us, including many with LFUCG.

Third Rock Consultants, LLC (WBE) | Lexington, KY

Ecological and Environmental Planning

Third Rock Consultants, LLC was established in 2001 by Molly Foree Cummins, a licensed environmental attorney with a strong background in environmental planning and design. Our services include ecological surveys and analyses; stream and wetland restoration design and construction; environmental planning (including 401/404 permitting, NEPA documentation, and feasibility studies); MS4 program management and permit monitoring; erosion protection and sediment control planning and inspection; and aquatic taxonomy.

Our staff include ecologists, professional engineers, professional geologists, environmental planners, construction inspectors, technical writers, GIS analysts, and AutoCAD technicians. Representative clients include federal, state, and local agencies such as the US Army Corps of Engineers and Environmental Protection Agency.

Third Rock holds current certifications as a disadvantaged business enterprise (DBE), small business (SB) and woman-owned business (WBE) by various federal, state and local agencies including the Lexington-Fayette Urban County Government (LFUCG), and maintains DOT consultant prequalification in Kentucky, Tennessee, Georgia, Illinois, Ohio and North Carolina.

KS Ware (WBE) | Nashville, TN

Geotechnical Engineering

We provide Geotechnical Engineering, Environmental & Hazardous Materials Services, Ecology, Value Engineering and Dam and Levee Safety Services. From our four offices and two laboratories, we support federal, state, municipal, and private clients. KSWA is a certified woman-owned small business. We hold national indefinite delivery contracts with the U.S. Army Corps of Engineers, National Aeronautics and Space Administration, Natural Resources Conservation Service, the Tennessee Department of Transportation, and the Tennessee Valley Authority.



Third Rock was on our master planning team, and they know this watershed and the environmental and cultural permitting needed like the back of their hand.



KS WARE is a trusted collaborator, Gresham Smith has worked with them on numerous infrastructure implementation projects.

Rasor PR (WBE) | Cincinnati, OH

Public Outreach & Engagement

Founded in 2005, Rasor is a woman-owned, full-service communications firm with a great depth of experience across a broad range of industries. Our work includes more than 20 years working with clients in the public sector including the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODOT), the Lexington-Fayette Urban County Government, and other public sector organizations to provide public outreach, education, media relations, crisis communications, and strategic counsel. We are well-versed in the intricacies of supporting taxpayer-funded agencies and understand the importance of balancing local market issues, limited budget resources, NEPA-required regulations, intense public scrutiny, and the political landscape when planning communications strategies.

Zone Co | Cincinnati, OH

Design Guidelines/Zoning

ZoneCo is a nationally-recognized, award-winning zoning consultancy with a team of top interdisciplinary professionals. We are proud to have served communities of a variety of types and sizes across 16 states and counting. We provide a unique focus on the intersection of the disciplines of law + planning to craft custom-tailored, clear, consistent, user-friendly, equitable and defensible zoning codes that remove the barriers to achieving desired outcomes. Outcomes must include a focus on racial, economic, and environmental equity and justice. As consultants to both local governments and property owners, we provide a unique and invaluable perspective to assist you in crafting a zoning ordinance and design guidelines that better achieve a balance between private and public benefits and burdens, which results in more effective zoning regulations. All of our law and planning professionals have public- and private-sector experience.

Endris Engineering, PSC | Lexington, KY

Survey

Endris Engineering, PSC is a land surveying and civil/mining engineering firm located in Lexington, KY. Established as a sole proprietorship in 1975 and incorporated in 1984, our company employs professional land surveyors, professional engineers in civil and mining disciplines and landscape architects. Endris Engineering utilizes state-of-the-art GPS and surveying equipment as well as the latest computer equipment and software. Endris Engineering is licensed in several adjoining states.



Our team has entrusted communications and outreach to Rasor on numerous large-scale planning and infrastructure projects. They are responsive, creative and detail oriented.



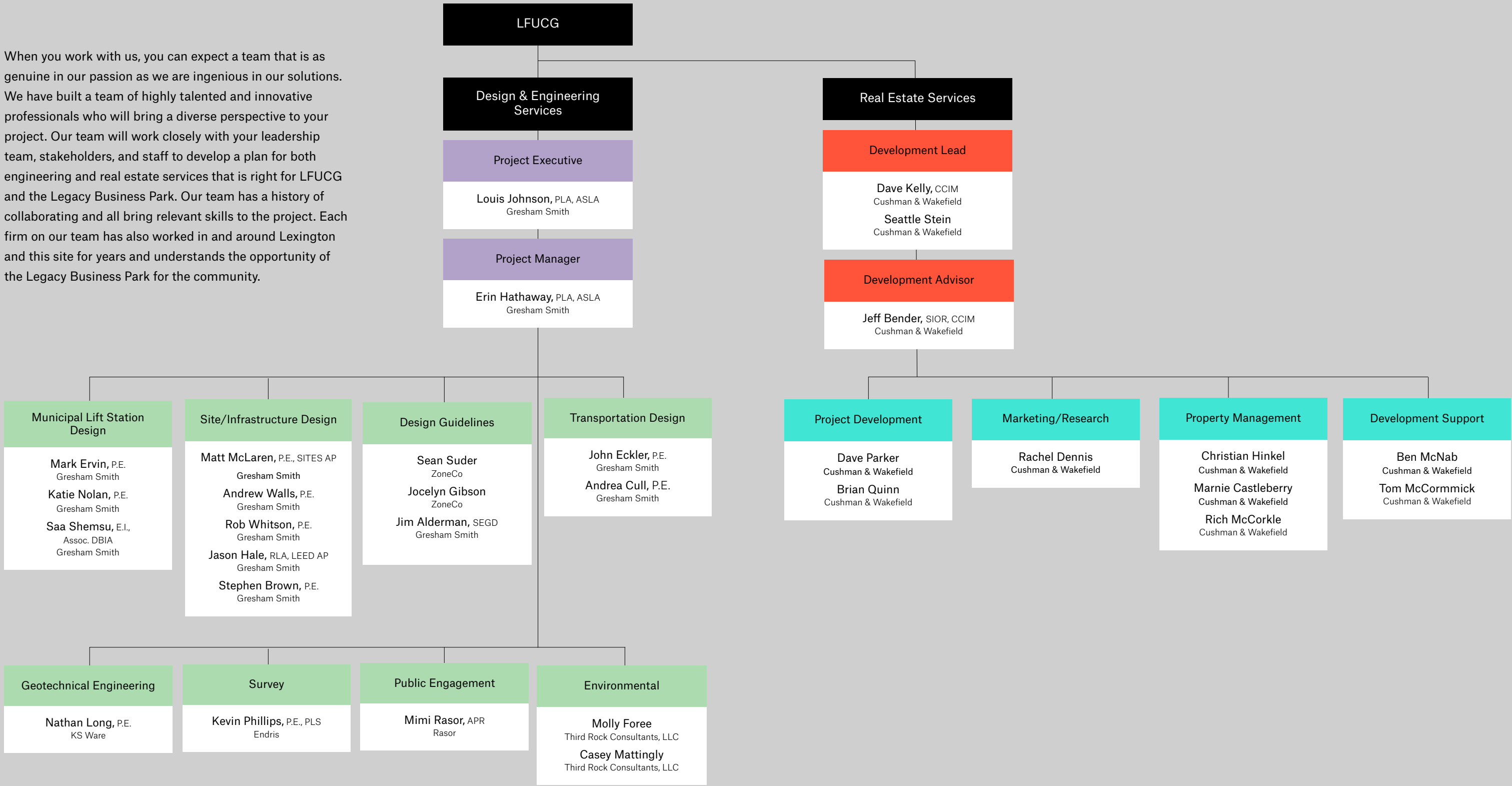
Zone Co has experience with zoning, design guidelines and other land use related policy. They are unique to the field with their legal and planning backgrounds and know Lexington.



Endris has provided professional surveying for our team on private development, public streetscapes and infrastructure, as well as park projects. We trust their work and love their efficiency.

Team Structure

When you work with us, you can expect a team that is as genuine in our passion as we are ingenious in our solutions. We have built a team of highly talented and innovative professionals who will bring a diverse perspective to your project. Our team will work closely with your leadership team, stakeholders, and staff to develop a plan for both engineering and real estate services that is right for LFUCG and the Legacy Business Park. Our team has a history of collaborating and all bring relevant skills to the project. Each firm on our team has also worked in and around Lexington and this site for years and understands the opportunity of the Legacy Business Park for the community.





Louis Johnson, PLA, ASLA

Project Executive
Gresham Smith

Availability: 50%

Louis is an award-winning landscape architect, urban designer and project executive. His experience covers broad regional and urban design and corridor planning and design, as well as detailed landscape architectural site design. He is a leader in the field of urban design and landscape architecture, and served as an Advisor to Lexington’s Sustainable Growth Task Force.

As Project Executive, Louis will ensure that the master plan vision for Legacy Business Park remains at the forefront throughout the design process. Working closely with your project leadership, Louis will oversee coordination between the project team and the client team.

Years of Experience

14

Education

Master of Science, Georgia Institute of Technology
Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations

Landscape Architect: KY

Memberships/Affiliations

American Society of Landscape Architects/Kentucky, Chapter President, President-Elect, At-Large Member
Congress for New Urbanism/Midwest, Board Member

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Executive*

Louis has led the urban design, planning and streetscape design components of the first phase of the Coldstream Industrial Park. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

LFUCG - Town Branch Commons, Lexington, KY | *Design Team Lead*

Louis has been a part of the Town Branch Commons project since its inception, originally helping craft and facilitate the design competition including coordination with the Master Planning team, and now seeing it through construction. This project’s goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena.

JLL - Clark’s Landing, Clarksville, IN | *Project Manager*

Gresham Smith was hired to develop a master plan for Clark’s Landing, a 45-acre mixed-use development at the former Colgate-Palmolive plant located in Clarksville, Indiana. The project is anticipated to be constructed in three phases, and is proposed to include a hotel, office space, parking structures, multi-family residential units, retail, food and beverage, and civic space as well as 4.8 acres of open space.



Erin Hathaway, PLA, ASLA

Project Manager
Gresham Smith

Availability: 70%

A project manager and senior landscape architect, Erin advocates for better public spaces within her community through active transportation planning, green infrastructure, and community engagement. Her breadth of work spans master planning, streetscapes, parks, campus design, commercial development, local stormwater incentive grants, corridor planning and she is leading construction administration for Town Branch Commons, a \$20M, 2.2-mile greenway through downtown Lexington, Kentucky. Erin led the Coldstream Master Plan project as the project manager, leading the team and the IDA through the process leading to an award winning project and setting the IDA up for future success on the next phases of the project.

As Project Manager, Erin will be responsible for leading the entire project team through all phases of the project. She will be the day-to-day contact and will act as the liaison between LFUCG and the Industrial Authority and the design team. Additionally, she will establish the overall delivery process and manage the engagement to achieve the vision and goals for the project, on schedule and in budget.

Years of Experience

14

Education

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

Registrations

Landscape Architect: KY

Memberships/Affiliations

American Society of Landscape Architects/Kentucky, Public Relations Chair, President-Elect, President
Chair of the LFUCG Courthouse Area Design Review Board
Kentucky Board of Landscape Architects

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Manager*

Erin managed the team and phases of the Coldstream Industrial Park master plan. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

LFUCG - Town Branch Commons, Lexington, KY | *Landscape Architect*

Erin has led the construction observation services for Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system. It will serve as the centerpiece of a city-wide park system, linking Lexington’s urban core with the Bluegrass countryside. This project’s goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena. The project will have a ribbon cutting in October 2022.

City of Danville - Danville Main Street Streetscape, Danville, KY | *Project Manager*

Erin managed the design of the \$6.4M downtown streetscape redesign for the City of Danville. The project included utility infrastructure, roadway, signal design, KYTC permitting and public space improvements. The project broke ground in July 2022, expected completion in April 2023. The Gresham Smith team is managing construction observation for the entire project.



Matt McLaren, P.E., SITES AP

Site Planner | Civil Engineer
Gresham Smith

Availability: 40%

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

Years of Experience
18

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

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

Certifications
SITES AP

Memberships/Affiliations
Building Industry Association of Greater Louisville
Urban Land Institute

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Engineer*
Matt worked on civil engineering design during phases of the Coldstream Industrial Park master plan. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

JLL - Clark’s Landing, Clarksville, IN | *Civil Engineer*
Gresham Smith was hired to develop a master plan for Clark’s Landing, a 45-acre mixed-use development at the former Colgate-Palmolive plant located in Clarksville, Indiana. The project is anticipated to be constructed in three phases, and is proposed to include a hotel, office space, parking structures, multi-family residential units, retail, food and beverage, and civic space as well as 4.8 acres of open space.

Confidential Client | *Civil Engineer*
Gresham Smith was selected by a multinational consumer goods corporation which invested \$310 million to expand a manufacturing plant in Utah. This plan will create 221 jobs over the next 20 years. The facility produces products for Baby & Family Care products and has a current workforce of about 240 employees. Gresham Smith is providing full service architecture and engineering design services. The scope of the work consists of activities related to Validation services, Early Release Packages (ERPs) for the Converting Area, and associated Construction Administration activities related to long lead and accelerated purchase items.



Andrew Walls, P.E.

Civil Engineer
Gresham Smith

Availability: 80%

Andrew brings years of diverse civil engineering experience across large-scale commercial, residential and industrial projects. His expertise includes working with local jurisdictions and stakeholders throughout permitting and design review processes. His technical experience includes floodplain modelling and stormwater design calculations. Andrew prioritizes team collaboration to build long-lasting client relationships and meet project goals. As a resident of Lexington he understands the community aspects of the project as much as the technical engineering approach and will use his skills, perspective and experience to help make this project successful.

Years of Experience
7

Education
Bachelor of Science, Civil Engineering, Georgia Institute of Technology

Registrations
Engineer: KY, TN, IN

LFUCG Squires Road, Lexington, KY | Project Engineer
Andrew led the civil engineering design of the Squires Road public infrastructure project. The project implemented new sidewalk, curb and gutter, stormwater and utility design. Andrew led the project from design, through permitting, and over saw construction contract administration.

University of Kentucky’s Vaughan Warehouse, Lexington, KY | Project Engineer
University of Kentucky Healthcare renovated and expanded their Vaughan Warehouse to a new 400,000 sf facility. Andrew led the civil engineering design, including stormwater drainage, site design, and site utilities, through permitting. The project is currently under construction.

Drakes Branch Subdivision, Antioch, TN | Project Engineer
Andrew led the subdivision of a 60 acre parcel of land southeast of Nashville for 30+ new single family homes. The full site development included regional stormwater detention and floodplain permitting and mitigation because of a nearby stream. The plans included the design and development of public roadways and infrastructure.



Rob Whitson, P.E.

Civil Engineer
Gresham Smith

Availability: 50%

Rob is motivated by the fact that his work has a lasting impact on the world. He approaches every project in hopes to build a long-term client relationship and help them through his experience working with different jurisdictions. His expertise is providing clients with both a functional and sustainable product while applying best practice design principles and meeting all regulatory requirements. He has extensive experience in site design and development, stormwater improvements, permitting and construction administration.

Years of Experience

18

Education

Bachelor of Science, Civil Engineering, Purdue University

Registrations

Engineer: GA, TN, VA, IN, IL, MD

Memberships/Affiliations

American Society of Civil Engineers

LC Electronics New Appliance Manufacturing Plant, Phase , Clarksville, TN | *Civil Engineer*

This one million square foot facility sits on a 310 acre site. We provided full architectural and engineering services for the project on a fast-track schedule of just 14 months for design and construction—an unprecedented time frame given the complexity and magnitude of the project scope.

Boyle Investment Company - Berry Farms, Town Center | *Civil Engineer of Record*

Gresham Smith provided civil engineering services for public water and sewer extensions as well as infrastructure improvements for this 11-lot commercial development on 30 acres. Sustainability was a focus for the site design team. The stormwater management strategy included designed wetlands and bioswales.

Hankook Tire America Corporation - New Passenger Tire Manufacturing Campus | *Civil Engineer*

Hankook sought to establish its first U.S. facility in Tennessee with a goal of growing its American market share in the top-tier tire industry. Gresham Smith provided overall site planning and complete design services for the first phase of a four-phase passenger-tire manufacturing plant for Hankook Tire. The state-of-the-art plant, situated on a greenfield site, provides significant production capacity for the South Korean company and will create approximately 1,800 full-time jobs in the Middle Tennessee region.



Jason Hale, RLA, LEED AP

Landscape Architect
Gresham Smith

Availability: 70%

Jason brings thorough, detailed approach to planning and design to create solutions that enhance his clients’ campuses. His designs have improved the experience for his clients’ customers and associates. Jason’s preparation of landscape exhibits and construction documents best convey design intent, planning strategies, and construction management. He is experienced in fast-tracked projects and alternative project delivery methods.

Years of Experience

21

Education

Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations

Landscape Architect: KY

Memberships/Affiliations

American Society of Landscape Architecture
Leadership in Energy and Environmental Design - Accredited Professional

Confidential Client - National Hub at CVG, Stormwater and Deicer Conveyance, Storage and Treatment Design, Hebron, KY | *Project Professional*

As a subconsultant to Woolpert, Gresham Smith led the design of landside and airside stormwater drainage infrastructure, land and airside stormwater quality and quantity controls, construction sediment and erosion controls, environmental permitting, and deicer treatment for a new air cargo hub located at the Cincinnati/Northern Kentucky Airport.

Community Ventures - The MET, Lexington, KY | *Project Manager**

Jason managed ahis adaptive-reuse project located at the corner of Midland and Third street on a site having document contaminated materials. The project consisted of a building with commercial space and 44 residential units.

UK Coldstream Research Campus, Lexington | *Project Manager**

Under previous employment, Jason managed the design and installation of a short segment of porous concrete trail, a bio-infiltration swale and a series of wetlands to reduce erosion along the Cane Run and improve stormwater quality within the campus.

Legacy Trail Extension Study, Georgetown, KY | *Project Manager**

Jason was the Project Manager responsible for the development of a comprehensive study that assessed the most feasible route of a shared-use trail corridor through Georgetown, connecting desirable destinations in southern Scott Count.

***Indicates individual experience**



John Eckler, P.E.

Transportation Advisor
Gresham Smith

Availability: 65%

John has coordinated all aspects of project development for highway design for over 20 years. Prior to joining Gresham Smith, he led project teams for eight years as district design engineer for KYTC District 6. In this capacity, he coordinated all phases of project development from scheduling initial survey work to coordinating the relocation of utilities to ensure proper placement of subsurface facilities. John’s careful attention to detail for his clients as well as his thoughtful approach to how projects can best serve a community make him a tremendous asset to any project team. For this project, John will bring his KYTC background and design experience to the team. John will ensure our plans are well coordinated with KYTC, align with their future plans, and maximize benefits for future tenants and the surrounding community.

Years of Experience
22

Education
Bachelor of Science, Civil Engineering,
University of Kentucky

Registrations
Professional Engineer: KY

Memberships/Affiliations
National Society of Professional Engineers
Kentucky Concrete Association

KYTC - KY 9, Newport, KY | QA/QC
Gresham Smith, under contract with KYTC, is responsible for Phase I and Phase II design for the reconstruction of 1.9 miles of KY 9 in the City of Newport. The project, on the west side of the city, includes widening and realignment of KY 9 and the design of two roundabouts. at each terminus.

KYTC - KY 22, Various Parts, KY | Project Manager
A 2004 study identified rural highway KY 22 as a site of frequent crashes and troublesome conditions. To improve safety, connectivity, traffic capacity, and environmental and economic conditions in the area, KYTC selected Gresham Smith to design a realignment. of a 4.5-mile segment of KY 22 between the Owenton city limits and the University of Kentucky’s Eden Shale Agricultural Research Farm.

LFUCG - Town Branch Commons, Lexington, KY | Lead Transportation Engineer
John served as the lead transportation engineer including all coordination with local and state agencies including KYTC and the FHWA. Gresham Smith was selected to design Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system. This project’s goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena.



Andrea Cull, P.E.

Transportation Engineer
Gresham Smith

Availability: 50%

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

Years of Experience
10

Education
Bachelor of Science, Civil Engineering, University of Kentucky

Registrations
Engineer: KY

Memberships/Affiliations
American Society of Highway Engineers

Kentucky Transportation Cabinet - Greenwood Road Practical Solutions, Louisville, KY | Transportation Designer
Andrea created an InRoads model for the roadway portion of the corridor as well as a hand model which tied in each drainage inlet and yard in a way that accommodates pedestrians, neighbors, and drainage along the corridor. She designed much of the storm drainage system which was complicated by the flat terrain and shallow drainage tie-ins.

Kentucky Transportation Cabinet - Campbell County KY 9 - Section 1 | Transportation Designer
Andrea helped in designing most aspects of this roadway project. She helped set grades, design the templates and model in Inroads, modeled and detailed the roundabout geometrics, and designed the storm sewer for this corridor in Newport, Kentucky. She also put plans together for the cut in the flood wall so the new storm sewer could reach from the pump station to the Licking River. Andrea helped with utility coordination between electric, storm sewer, and sanitary sewer throughout the corridor.

City of Danville Downtown Master Plan | Transportation Designer
Gresham Smith co-led an eight-month planning process, speaking with hundreds of residents, business owners and institutional leaders, to identify opportunities for improving Danville’s future. Our planning team’s ability to engage the community helped bring out diverse perspectives and suggest new opportunities that reimagine downtown Danville.



Mark Ervin, P.E.

Municipal Lift Station Design
Gresham Smith

Availability: 60%

Mark has an extensive technical background in leading complex design projects at airports and industrial facilities. As a leader in deicer management and industrial wastewater treatment, he has worked on all kinds of systems utilizing varied technologies. Clients call upon Mark to problem-solve unique projects based on his wide-ranging experience. In fact, many of Mark’s duties are based on critical detective work to figure out a root cause. He assesses existing infrastructure, performs field and laboratory studies to evaluate potential solutions, and implements solutions through operational modifications or design of new and adapted systems.

Years of Experience
36

Education
Bachelor of Science, Chemical Engineering, University of Wisconsin

Registrations
Engineer: MS, OH, KY, MI, IN, NY, WA, CT, MI, OR, TN, RI

Confidential Client - National Hub at CVG, Stormwater and Deicer Conveyance, Storage and Treatment Design, Hebron, KY | *Engineer of Record*
On this project, Mark serves as the Engineer-of-Record overseeing and leading the deicer management planning and design work. As a subconsultant to Woolpert, Gresham Smith led the design of landside and airside stormwater drainage infrastructure, land and airside stormwater quality and quantity controls, construction sediment and erosion controls, environmental permitting, and deicer treatment for a new air cargo hub located at the Cincinnati/Northern Kentucky Airport.

CDM-PDX Deicing Detailed Design, Portland, OR | *Design Engineer of Record, Commissioning Manager*
Mark has worked on multiple planning and design efforts for significant changes to stormwater drainage, monitoring, storage and activated sludge deicer treatment associated with operational expansions at CVG airport. Mark also developed concepts for a future aerated gravel bed treatment system to supplement the existing system. System elements included in the design were: gravity conveyance piping, pump stations, online monitoring, and storage for deicer-impacted stormwater.

Rhode Island Airport Corporation, TF Green Airport Deicer Management System, Warwick, RI | *Engineer of Record*
Mark developed the detailed design and construction of upgrades to the PVD deicer stormwater management system. Project includes development of plans, technical specifications, front-end documents for detailed design of terminal and cargo collection system, conveyance pump stations and force mains, two 2.9 million-gallon storage tanks, and an anaerobic biological treatment system.



Katie Nolan, P.E.

Municipal Lift Station Design | Availability 25%
Gresham Smith

Katie has managed and designed water distribution, sanitary sewer and stormwater projects across Kentucky, ranging from simple improvement projects to ground-up systems. She has performed complex modeling to find the best solutions for her clients. Katie’s attention to detail ensures that all local standards are met while providing a cost-effective long-term solution for her clients.

Years of Experience
20

Education
Master of Engineering, Civil Engineering, University of Louisville
Bachelor of Science, Civil Engineering, University of Louisville

Registrations
Professional Engineer: KY, OH

Memberships/Affiliations
American Water Works Association

Relevant Projects

- | | |
|---|--|
| Louisville Metropolitan Sewer District - Camp Taylor Sanitary Sewer Replacement, Louisville, KY Project Manager | Louisville Water Company - Greenwood Road Water Main Relocation Project for KYTC Widening Project, Louisville, KY Project Manager, Lead Engineer |
| City of Columbus - Blueprint Linden, Hudson McGuffey Project, Columbus, OH Project Manager | |



Saa Shemsu, E.I., Assoc. DBIA

Constructability Review | Availability 25%
Gresham Smith

As the former Field Services Manager for Montgomery County Environmental Services, Saa is an experienced utility manager and water resources engineer. He brings years of knowledge of construction management, constructability, water reclamation plant operations, flow monitoring, infiltration/inflow (I/I) field investigation, water quality sampling, hydraulic modeling, and engineering design. His ability to combine technical capabilities with management, leadership, organization, client relations, and mediation skills is priceless to the team. Saa initiated and managed the first major progressive design-build project for Montgomery County, the Western Regional WRF Smart project. This included construction of a new pump station, two miles of force main, and new headworks at the WRF.

Years of Experience
25

Education
Bachelor of Science, Agricultural Engineering, Ohio State University

Memberships/Affiliations
Operator Training Committee of Ohio Associate DBIA

Accreditations/Certifications
Class I Wastewater Operator License
Class II Water Distribution OIT
Backflow Prevention Device Tester

Relevant Projects

- | | |
|---|--|
| Sanitation District No.1 - Central Boone County Force Main and New Pump Station, Bullitsville, KY Project Manager | Montgomery County, OH Plant Engineer |
| Montgomery County Capital Facility Improvements and R&R Projects, | Greater Cincinnati Water Works - Western Hills Pump Station Supply, Cincinnati, OH Constructability Review |



Stephen Brown, P.E.

Civil Engineering | Availability 40%
Gresham Smith

Stephen, whose specialty is site design, likes figuring out the ground rules of a client’s vision, how it fits into the current context of the neighborhood, and creating a plan so others can construct it. He has abundant experience in zoning issues, site layout, paving, grading, drainage, stormwater management, utility design and sustainable site design. Stephen has provided the coordination to obtain approvals from local planning departments and state and federal agencies throughout the country. His strategies for navigating the permitting process have been praised in national publications.

Relevant Projects

- | | |
|---|---|
| Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 1, Warren, OH | Government (LFUCG) - Town Branch Greenway,, Lexington, KY <i>Civil Engineer</i> |
| Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 2 (Night sky), Spring Hill, TN | |
| Lexington-Fayette Urban County | |

Years of Experience
28

Education
Bachelor of Science, Civil Engineering, Tennessee Technological University



Jim Alderman, SEG D

Wayfinding & Design Guidelines | Availability 50%
Gresham Smith

Jim brings extensive experience in the planning, design and implementation of public wayfinding and environmental graphics programs. Over his career, he has developed expertise in environmental graphics and exhibit design for educational facilities, healthcare campuses, airports, urban developments, hospitality, retail, themed environments and office buildings. Jim brings to any project extensive experience in wayfinding, problem solving and information design. Jim believes a great sign program is created by gathering opinions at every level from the leadership team to the security staff. A sign program’s success is determined by how people interact with it, which is why he believes clients should be an active part of the discussion.

Relevant Projects

- | | |
|---|---|
| The University of Tennessee - Cherokee Farm Innovation Campus, Knoxville, TN <i>Lead Environmental Graphic Designer</i> | Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 2 (Night sky), Spring Hill, TN |
| Lexington-Fayette Urban County Government (LFUCG) - Town Branch Greenway, Lexington, KY <i>Environmental Graphic Designer</i> | Medpace - Madison Square Headquarters, Campus Master Plan, Cincinnati, OH |
| Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 1, Warren, OH | |

Years of Experience
38

Education
Bachelor of Arts, Architecture, Rice University



David C. Kelly, CCIM

Development Lead
Cushman & Wakefield

Availability: 50%

David Kelly joined Cushman & Wakefield in July 2011 as Vice President. Dave’s career in real estate began in 1986 and has encompassed a wide variety of experience: industrial leasing, development, and asset management. He currently specializes in industrial brokerage in Greater Cincinnati. His core emphasis is industrial project leasing and sales. Dave has completed more than 1,100 real estate transactions over his career. Since joining Cushman & Wakefield in 2011, Dave has completed over 75 lease transactions (5,045,000 sf) valued in excess of \$45 million.

Prior to joining Cushman & Wakefield, Dave was Vice President - Market Officer for Prologis, responsible for both the Cincinnati and Louisville markets for over 16 years. These portfolios are valued in excess of \$500 million and totaled 14.1 million square feet of institutional grade industrial properties. His experience includes development, acquisitions, dispositions, leasing, and property management. Dave has also worked for Heitman Properties, Ostendorf Morris Colliers, and Mead Corporation.

Years of Experience
30

Education
University of Kentucky, BBA

Over 120 million SF leased or sold

Professional Affiliations
CCIM Designation #4124; Member of NAIOP; University of Cincinnati Real Estate Roundtable; Licensed Real Estate Broker in Ohio and Kentucky

Clients Served
Prologis, GLP, Eaton Vance, Clarion Partners, Kellogg, Procter & Gamble, International Paper, Levi Strauss, Honeywell, Tropicana, Amerisource Bergin, UPS, Best Buy, Konica Minolta, Sonoco, Cintas, Master Lock, IKON Office Solutions, Adidas, Ferguson Enterprises, APL, CEVA Logistics, NFI, BNSF, Delta Airlines, Johnson Controls, Meniscus Group, Sysco Foods, Groupon, Polar Air Cargo

Major Transactions
Since 1986, Dave has completed more than 1,100 transactions. Some of his major transactions include:

- Wayfair lease of 890,000 SF in Hebron, KY
- Johnson Controls lease of 604,000 SF in Louisville, KY
- Reynolds Metals lease of 526,000 SF in Louisville, KY
- Adidas lease of 492,000 SF in Hebron, KY
- Cornerstone Brands lease of 400,200 SF in West Chester, OH
- Innotrak lease of 396,000 SF in Hebron, KY
- APL Logistics lease of 382,800 SF in Louisville, KY
- Konica Minolta lease of 322,000 SF in Louisville, KY
- Groupon lease of 316,800 SF in Hebron, KY
- Schwarz Paper lease of 316,800 SF in Hebron, KY
- Master Grand Cabinets lease of 298,000 SF in Louisville, KY
- Procter & Gamble lease of 296,000 SF in West Chester, OH
- Best Buy lease of 236,000 SF in Louisville, KY
- Prologis/Meniscus Group sale of 235,000 SF in Fairfield, OH
- Palmer Donavin lease of 234,000 SF in Cincinnati, OH
- Graham Packaging lease of 190,787 SF in West Chester, OH
- Levi Strauss lease of 151,000 SF in Hebron, KY
- Mondelez lease of 111,000 SF in West Chester, OH
- Prologis/McLane Foodservice land sale of 43.8 acres in Hebron, KY

Community Leadership
Cincinnati Association for the Blind and Visually Impaired; UC Hoxworth Blood Center; Elana Brophy Memorial Foundation



Jeffrey R. Bender, SIOR, CCIM

Development Advisor
Cushman & Wakefield

Availability: 25%

A recognized expert in industrial real estate brokerage, Jeff represents investors, owners and occupiers in the leasing and sales of commercial real estate. Jeff has completed more than 2,400 transactions totaling more than 231 million square feet valued at more than \$7.8 billion. In the past two years alone, Jeff has solved complex real estate challenges for clients including Link, Black Creek Group, Strategic Capital Partners, Stonemont Financial Group, and UPS.

In every transaction, Jeff works with clients to help them achieve the highest return-on-investment from their real estate by understanding their unique business drivers. He sees the big picture, helping organizations define how their space requirements can best serve their business most productively and efficiently.

His thoughtful analysis and insight makes him a national leader in industrial real estate and he is regularly called upon to speak at industry events. He serves on Cushman & Wakefield’s National Industrial Advisory Board and chairs the Central Regional Agency Leasing team.

Years of Experience
33

Education
Xavier University, MBA in Finance
University of Cincinnati, BBA in Real Estate and Management

Over 231 million SF leased or sold

Over 2,600 acres sold

Professional Affiliations
SIOR and CCIM Designations; Member of NAIOP; Member of Cincinnati, Ohio, and National Associations of Realtors; Licensed Real Estate Broker in Ohio and Kentucky. Member, Urban Land Institute ; Member, Warehouse Education Research Council; Member, Council of Supply Chain Management Professionals

Jeff is a frequent speaker at industry events and is often quoted in media resources for his insight as a market expert.

Clients Served

Cabot Properties, Prologis, GLP, T.A. Associates, Dermody Properties, RREEF, Paul Hemmer Co., WP Carey, STAG Industrial, Macy’s, Meritor WABCO, Duke Energy, Levi Strauss & Co., Home Depot, DRA Advisors, C-Safe Global, Givaudan, Dalfen, Meritor, ArcBest, Molto Properties, Accelerate 360, Granite Properties, and Brookfield Properties

Major Transactions

Since 1988, Jeff has completed more than 2,400 transactions totaling over 231 million square feet valued at over \$7.8 billion. Some of his major transactions include:

- Dermody’s lease of 890,000 SF to Wayfair, \$33.6 million
- Sale of 484,000 SF from Prologis to Verst, valued at \$18 Million
- Dalfen’s multi-market portfolio sale valued at \$131.4 Million
- Saddle Creek’s lease of 544,320 SF from Stonemont, valued at \$24.6 Million
- IDI’s sale of Park North 5 to Lexington Realty, valued at \$18.6 Million
- WPT sale of 897,000 SF to Exeter for \$49.1 Million
- Strategic Capital’s lease of 236,000 SF to Sleep Number valued at \$12 Million
- Hillwood’s purchase of two buildings totaling 667,000 SF valued at \$29.7 Million
- Sale of the three-building Pomeroy campus for \$19.4 Million

Community Leadership

Diocesan Catholic Children’s Home, St. Elizabeth Medical Center Foundation, University of Cincinnati Rugby Football Club, Community Improvement Corp (CIC), Hamilton County Development Co., SBA Loan Commisttee, REDI Cincinnati, Foreign Trade Zones 46/47



Ben McNab, SIOR, CCIM

Executive Vice Chair
Cushman & Wakefield

Availability: 10%

Ben McNab joined Cushman & Wakefield in 1997. He specializes in the sales and leasing of industrial properties throughout Greater Cincinnati and Northern Kentucky.

Years of Experience
25

Education
Indiana University, BA, History and Sociology

Professional Affiliations
Society of Industrial and Office Realtors (SIOR)
Certified Commercial Investment Member (CCIM)
Cincinnati Board of Realtors Member
National Board of Realtors Member
Licensed Agent in the State of Ohio

Community Leadership
Mentor for undergraduate real estate students who are considering a future in commercial real estate sales.
Indiana University Student Athletic Board, Past Member
Cincinnati Children’s Museum - Advisory Board Member
Montessori Center Room - Board Member, Treasurer
Over 100 million SF leased or sold

Clients Served

First Industrial Real Estate Trust, General Electric Company, RGW Development, Quebecor World, TRW/ Lucas Verity, OPUS North, Brown-Campbell Co., First Highland Development, AMB Realty, Prologis, Aegon USA, DCT, IDI

Major Transactions

- Andersen Corporation in the lease of a 120,000 SF industrial facility.
- Quebecor World in the sale of a 168,000 SF manufacturing facility.
- Brown-Campbell Co. in the acquisition of 11 acres and construction of a 120,000 SF manufacturing facility.
- K & W Development in the sale of a 378,000 SF flex complex for \$19,000,000
- Flavor Systems acquisition of 120,000 SF manufacturing and distribution center
- RGW Development development of 146,000 SF flex space in West Chester
- Represented Tire Discounters in the purchase of new 191,000 SF Regional Distribution Center and Corporate Headquarters• Sale of two buildings in Park West International from INVESCO to Cohen Asset Management totaling 784,000 SF valued at \$33 million



Tom McCormick, SIOR, CCIM

Managing Director | Availability: 20%
Cushman & Wakefield

Tom McCormick specializes in the sale and leasing of industrial properties throughout Greater Cincinnati and Northern Kentucky for Cushman & Wakefield. Tom has been serving clients since 1992 and represented a wide variety of local, regional, and national firms.

Prior to entering the industrial real estate business, Tom worked for Eli Lilly & Company in Columbus, OH.

Years of Experience
30

Education
Indiana University, Bachelor of Science in Business Marketing

Professional Affiliations
Society of Industrial and Office Realtors
Certified Commercial Investment Member

Clients Served
Apex Supply Chain Solutions, Atricare, Chem Pack Inc., Daikin Applied America, Diebold Inc., First Highland, Fit For Life, Graphic Information Systems, Harris Distributing, Hoop Tech Products, McLean Foods, MetLife, Midwest Properties, New Sabina Industries, Plymouth REIT, Prologis, STNL Properties

Over 150 million SF leased or sold

Major Transactions

- | | |
|---|---|
| <ul style="list-style-type: none">• 600,000 SF industrial investment sale in Wilmington OH• 400,000 SF speculative building by Metropolitan Life in Fairfield• 200,000 SF distribution center lease for Fir For Life• 170,000 SF distribution center lease for Protective industrial Products• 150,000 SF warehouse lease in Columbus, OH for | <ul style="list-style-type: none">• New Sabina Industries• 150,000 SF speculative warehouse leased for Prologis• 120,000 SF BTS for Kadant in Lebanon, OH• 80,000 SF industrial building sale for Diebold Inc.• 46,000 SF industrial building sale for STNL Properties• 30 acre land acquisition for McLean Foods in Northern Kentucky |
|---|---|



Brian Quinn

Project Management Director | Availability: 25%
Cushman & Wakefield

Brian Quinn is a Project Management Director for Cushman and Wakefield (C&W). Representing his client's interests from project inception to completion, Brian coordinates large professional teams to implement design and construction solutions. He provides a complete range of services, including strategic planning, programming, estimating and budget control, scheduling, design and construction management, contract administration, project closeout and post construction services.

Just prior to joining C&W, Brian worked on several high profile projects throughout the Midwest Region, most notably the Total Quality Logistics build-to-suit of their new corporate headquarters in Eastgate, Ohio; the ground-up development of the Sencorp / Senco world headquarters in Cincinnati, Ohio; and the Shire Pharmaceuticals building renovation in Newport, Kentucky.

Brian not only has experience with multiple types of construction (industrial, commercial interiors, ground up, retail) but also has fostered solid relationships with several well respected clients, including Greyhound Lines, First Student Bus, Time Warner Cable, xpedx, Lincoln Financial, Total Quality Logistics, and Spectral Systems.

Years of Experience
23

Education
University of Cincinnati

Professional Affiliations
Society of Industrial and Office Realtors
Certified Commercial Investment Member

Clients Served
Greyhound Lines, First Student Bus, Time Warner Cable, xpedx, Lincoln Financial, Total Quality Logistics, and Spectral Systems.



Seattle Stein

Senior Associate | Availability: 50%
Cushman & Wakefield

Seattle Stein joined Cushman & Wakefield in January 2019 as part of the Industrial Services Group. He specializes in industrial properties offering landlord and tenant representation in sales and leasing throughout Greater Cincinnati and Northern Kentucky. He is dedicated to diligently working with clients regarding real estate strategies and solutions to optimize business operations.

His occupier representation responsibilities include site selection, lease analysis, lease comparison, and lease/purchase contract negotiation. He understands the reporting requirements, budgeting, underwriting, acquisition and disposition efforts. He represents owners of multi-tenant, private, and institutionally owned buildings.

Clients Served
Cabot Properties, DRA Advisors, Dalfen America, Agellan Capital Partners

Years of Experience
4

Education
Florida Atlantic University, BBA in Management & Entrepreneurship

Professional Affiliations
Cincinnati Board of Realtors Member
National Board of Realtors Member
Licensed Agent in the State of Ohio and Kentucky



David Parker

Senior Project Manager | Availability: 30%
Cushman & Wakefield

David is a Senior Project Manager for the Tenant Advisory Team. With more than 30 years of experience in the construction and development industry, David is the "go-to" guy for ensuring a successful project from inception to completion. His experience includes extensive site selection, due diligence, masterplan concept and project team organization for the development of complicated projects. Along with extensive preconstruction management, detailed estimating, design professional and construction manager selection, David provides project team leadership, oversight of the day-to-day running of complex construction developments and projects, project turn-over and owner occupancy management. The extensive experience includes complicated healthcare acute and ambulatory projects, office buildings, institutional developments, government facilities, civil improvement projects and education facilities

Years of Experience
30

Clients Served
AtriCure, City of Centerville, Dover Business Services, Ensemble Health Partners, Hamilton County, Horter Financial, Kadant Black Clawson



Years of Experience
30

Education
Indiana University, Bachelor of Science in Business Marketing

Rich McCorkle

Senior Director, Engineering | Availability: 30%
Cushman & Wakefield

Rich McCorkle is part of Cushman and Wakefield’s National Engineering Services Group leadership team. He is responsible for the engineering operations for the eastern Midwest. His region includes assets in Indiana, Ohio, Kentucky, and Tennessee. He works closely with property management and engineering to implement and maintain market-leading services and procedures for Cushman & Wakefield’s clients and their assets.

Rich is passionate about training and development, many times providing hands-on, in-house training on equipment to ensure proper operational procedures and overall customer service excellence. He utilizes the Cushman and Wakefield engineering disciplines to help guide all stakeholders and staff in delivering unrivaled engineering services.

Since joining Cushman and Wakefield in 2010, he has grown his knowledge and experience while supporting high-rise, campus settings, and large industrial and retail portfolios. Rich has developed several Cushman & Wakefield national best practices, engineering disciplines, and other initiatives.



Years of Experience
20

Education
Xavier University - BS in Business Administration, Management Major, summa cum laude

Professional Affiliations
Licensed Real Estate Sales Person in Ohio
Member of Greater Cincinnati and Dayton BOMA Chapters
Commissioned Notary Public - State of Ohio
Member of CREW Network

Marnie Castleberry, RPA

Asset Services | Availability: 30%
Cushman & Wakefield

Marnie joined Cushman & Wakefield in 2004 and has over 20 years’ experience in commercial property management operations, budgeting, financial management, leasing and receivership services. She has experience managing downtown high-rise, office, industrial, medical and retail properties. Marnie currently provides strategic account oversight for the 1.9M SF Neyer Properties Portfolio and also serves as our Director of Operations for the Cincinnati/Dayton Markets. She provides support to all our market teams, ensuring compliance with policies.

Clients Served

ACG Equities, AEGON USA Realty Advisors, Agellan Capital Partners, AIC Ventures, AIG, Alliance Commercial Partners, American Equity Investment Life Insurance Company, Anderson Birkla Investment Partners, BPG Properties, Cabot, CapHarbor, Clarion Partners, Cohen Asset Management, Commercial Development Company, Cornerstone Real Estate Advisors, CWCcapital, FirstCity Financial Corporation, Fortress,	GE Capital, Guggenheim, High Street Equity Advisors, IndCor Properties, Interventure Advisors, JP Morgan, Liberty Property Trust, Lincoln Harris, LNR Partners, Matrix Holdings, Quantum Investments, Secured Debt Investments, Situs, Southern Farm Bureau, Stancorp, TA Associates, Thrivent Financial, TIC Properties, Tourohighlight Investors, Welsh Property Trust, Woodmen of the World
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Years of Experience
18

Education
University of Cincinnati, Bachelor of Business Administration; Finance and Real Estate
Professional Affiliations
Licensed Ohio Real Estate Salesperson
Board of Directors, BOMA Cincinnati

Christian Hinkle, RPA

Asset Services | Availability: 25%
Cushman & Wakefield

Christian joined the firm in the Spring of 2006 and currently serves as the Asset Services City Leader for Cincinnati and Dayton, leading a staff of over 100 office and field employees managing office, medical office, industrial and retail properties throughout Greater Cincinnati and Dayton, Ohio. Christian joined the company as an Assistant Property Manager and helped oversee a \$10 million renovation of the 580 Building, eventually managing an expansive portfolio of his own, consisting of two CBD high rise buildings, 800,000 SF of suburban office properties, and 2,000,000 SF of industrial. Christian has since served in a variety of management roles, including strategic account management of the Mercy Health account and also as General Manager of Real Estate for US Bank. He most recently managed a portfolio of over 1,000,000 SF of office property located in the CBD and Fairfield, Ohio.



Years of Experience
15

Education
Associates Degree in Business Management

Professional Affiliations
Licensed Ohio Real Estate Salesperson

Rachel Dennis

Marketing Manager | Availability: 30%
Cushman & Wakefield

Rachel is the Marketing Manager for our Cincinnati and Columbus offices. She brings over 15+ years of marketing and commercial real estate knowledge with her. She is responsible for planning, developing and implementing clearly defined marketing and communications strategies to further business growth and enhance brand equity across all service lines. Rachel is self-confident, energetic and passionate about what she does. Her ability to tackle new challenges with speed and efficiency has continued to amaze her colleagues.

Prior to joining Cushman & Wakefield in 2013, Rachel was the Assistant Director for a Not-For-Profit Humane Society where she provided oversight for 10 staff members and over 100 volunteers. She also was in charge of all marketing and communications and helped lead the way for a capital campaign of a new facility.



Molly Foree

Environmental Planner | Availability 40%
Third Rock Consultants, LLC

Molly is the President and owner of Third Rock Consultants. She is a licensed attorney specializing in state and federal environmental law. Her expertise in environmental planning and her extensive knowledge of environmental law makes her participation in projects invaluable. Molly personally manages all LFUCG work orders, as a point of contact to both Tetra Tech and the City.

Years of Experience
27

Education
JD University of Kentucky College of Law
Bachelor of Arts, English,
University of Kentucky

Registrations
KBA #84944

Memberships/Affiliations
Kentucky Bar Association
Kentucky Stormwater Association
Kentucky Waterways Alliance

Relevant Projects

As President of Third Rock, Molly oversees the day-to-day business of the company. As a Senior Environmental Planner and experience project manager, Molly personally manages Third Rock's largest contracts, including those with Tetra Tech over the last 15 years to provide consulting services to LFUCG. From a technical standpoint, her extensive background in environmental policy makes her oversight of Third Rock's projects invaluable. She has an intimate understanding of the statutes and implementing regulations that drive the NPDES and other programs at both the federal and state level. She is able to assimilate vast amounts of varied data in a way that translates to both technical and non-technical audiences.



Sean Suder, JD

Planner & Lawyer | Availability 60%
Zone Co

As a city planner and lawyer who has worked in both the private and public sectors, Sean combines his technical and practical knowledge and experience with innovative zoning methodologies. In his role as the City of Cincinnati's chief land use counsel, Sean served as lead counsel for the award-winning Cincinnati form-based code and historic preservation ordinances. He is a national authority on innovative zoning methods and practices, including Development Pattern Districting (DPD), our widely-acclaimed intuitive zoning approach.

Relevant Projects

South Bend, IN: Zoning Code Peer Review Services	Germantown, TN: Zoning Code Audit
Dormont, PA: Zoning Code Update	Avondale Estates, Ga: Zoning Code Audit
Vienna, VA: Zoning And Subdivision Code Update	Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager
Kent County, MD: Land Use Ordinance Update	Winchester/Winsted, CT: Zoning Ordinance Update
Marysville, OH: Zoning Code Update	Litchfield, CT: Zoning Ordinance Update
Gahanna, OH: Zoning Code Update	
Sidney, OH: Zoning Code Update	

Years of Experience
15

Education
Juris Doctor, University of Virginia School of Law
Bachelor of Urban and Environmental Planning, University of Virginia

Certifications
Congress for the New Urbanism
Form-Based Code Institute Heritage Ohio
Urban Land Institute
American Planning Association
National Trust for Historic Preservation (Member)
Over-The-Rhine Foundation (Trustee & Preservation)



Casey Mattingly

Environmental Engineer | Availability 70%
Third Rock Consultants, LLC

Casey is a licensed engineer and Engineer of Record responsible for the design and construction phases of all projects. Working with Third Rock's project engineers, permitting specialists, and support staff, his responsibilities include design development including engineering calculations and hydrologic/ hydraulic modeling, production of construction plans and bid documents, cost estimation, scheduling, and construction administration and oversight.

Relevant Projects

Casey's project portfolio is diverse, ranging from stream and wetland restoration using natural channel techniques to traditional site/civil projects. Casey's areas of design expertise include stream and wetland restoration, nonpoint source pollution and stormwater management, and "green" stormwater infrastructure. He has successfully restored over two dozen miles of stream and wetland using both natural channel and urban channel design and incorporating a wide variety of in channel grade control structures, in channel bank stabilization structures, bio-engineering bank techniques, habitat improvement structures, floodplain restoration, and riparian buffer enhancement.



Jocelyn Gibson

Senior Planner | Availability 70%
Zone Co

Jocelyn has always been passionate about zoning as a vehicle for bringing about change in the built environment. As a City Planner in the public sector, she took special interest in Zoning Hearings and the every day development decisions that lead to profound change over time. She has both public and private sector code writing and planning experience, supplemented by private sector real estate experience.

Relevant Projects

Bowling Green, OH: Gateway District Development And Subsequently Retained For A Full Zoning Code Re-Write	Kent County, MD: Land Use Ordinance Update
North Canton, OH: Main Street Districts Development And Subsequently Retained For A Full Zoning Code Re-Write	Sidney, OH: Zoning Code Update
Vienna, VA: Zoning And Subdivision Code Update	Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager
	City of Cincinnati Land Development Code (while working in city government)

Years of Experience
10

Education
Masters Of Community Planning University Of Cincinnati
Bachelor Of Arts, International Affairs University Of Cincinnati

Memberships/Affiliations
Board Member, Congress for the New Urbanism
American Planning Association, Diversity, Equity & Inclusion Committee, and Legislative Committee



Nathan Long

Geotechnical Engineer | Availability 70%
KS Ware

Mr. Long is a Professional Engineer and Geologist with over 19 years of performing and managing geotechnical investigations for a wide range of clients. He has managed geotechnical and construction inspection projects with contract values up to \$1.2M. These projects are typically related to transportation (highways and railroads), commercial/industrial, and flood control (levee and dam embankments). Mr. Long’s technical experience includes performing geotechnical investigations, full-time field engineering for construction projects, soil and rock sampling, field and laboratory testing, slope stability modeling, construction specifications & more.

Relevant Projects

USACE – Intelligence Production Complex for NASIC at Wright Patterson AFB, Dayton, OH	KYTC - Owensboro Outer Loop, Daviess County, KY
KYTC I-64 Corridor Study, Louisville, KY	KYTC US-42 Improvements, Prospect, KY
Great Lakes Distribution Center Expansion, Delaware, OH	Mill Creek Elementary/Middle School and Nolensville High School; Nolensville, TN

Years of Experience
27

Education
JD University of Kentucky College of Law
Bachelor of Arts, English,
University of Kentucky

Registrations
KBA #84944

Memberships/Affiliations
Kentucky Bar Association
Kentucky Stormwater Association
Kentucky Waterways Alliance



Mimi Rasor, APR

Public Outreach | Availability 70%
Rasor

Mimi is a Cincinnati-based public relations and marketing professional with nearly 30 years of experience. As Rasor’s founder, she has overseen management of the agency’s local, regional, and national clients in a number of industries since 2005. Mimi has developed an expertise in managing public involvement needs for public transportation and infrastructure projects, as required by NEPA.

Relevant Projects

Mimi Rasor supported the crisis communication response to the emergency closure of the Brent Spence Bridge in November 2020 and was recognized by KYTC as a “Highway Hero” for that work. Mimi provides strategy and counsel for all past and current public sector projects including Imagine Nicholasville Road; Brent Spence Bridge maintenance projects in 2017 and 2021; Improving Turkeyfoot Road; North Hamilton Crossing;	and others in Kentucky, Indiana, and Ohio. Under her leadership, Rasor has received 19 awards from the Public Relations Society of America and a Pinnacle Award from the American Marketing Association. Mimi was recognized as a Cincinnati influencer in Lead Magazine and her firm has been recognized by the Women Excel program of the Cincinnati Chamber of Commerce and the Goering Family Business Awards.
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Years of Experience
30

Education
Bachelor of Arts, Public Relations, Miami University of Ohio

Certifications
APR Certified, Public Relations Society of America

Memberships
Treasurer, PR Consultants Group



Kevin Phillips, P.E., PLS

Survey | Availability 70%
Endris Engineering

Kevin Phillips is the President of Endris Engineering. He started working for the firm while still in high school and was named President in 2006. Kevin has been a Professional Land Surveyor since 1997 and was the Kentucky Association of Professional Surveyors’ Surveyor of the Year in 2015. Kevin has previous experience surveying at the Coldstream site, and understands the Turkey Neck Property.

Relevant Projects

Over 350 ALTA Land Title Surveys	Surveying for Highway Design
Over 1,000 Topographic Surveys	Survey Crew Party Chief
Over 600 Property Surveys	AutoCAD and Carlson Survey operator

Years of Experience
23

Registrations
Professional Land Surveyor: KY (#3350)

Memberships/Affiliations
Kentucky Association of Professional Surveyors, Vice President, Internal Affairs
National Society of Professional Surveyors



Section 2.0

Why Our Team is Best Suited for this Project

The Gresham Smith team will take the plan from vision to reality.

The Gresham Smith design team is excited to build on the success of the Legacy Business Park Master Plan to prepare engineering plans for the full 200-acre site and Phase 1 infrastructure. We will work hand in hand with the real estate services team from Cushman & Wakefield to confirm the vision, plan, and future tenant expectations are in alignment. We understand the guiding principles for developing the property because they were integral to the master planning process.

Internal to Gresham Smith we are bringing a team of seasoned design, planning and infrastructure professionals who understand how to take this project from vision to reality. We have worked together on cross discipline projects for years and appreciate the nuances of how to prepare, coordinate, permit and implement large scale infrastructure plans. Our experience and our proven ability to collaborate across disciplines will benefit this project in the following ways:

We Will Hit the Ground Running

Our team led the successful and award-winning master plan for the Legacy Business Park which gives us an unmatched understanding of project goals and stakeholders/agencies like KYTC, local utilities and Lexington Planning and their needs/goals. Our team is ready to get to work so this vision can become reality for Lexington.

We have Experts for Each Unique Project Element

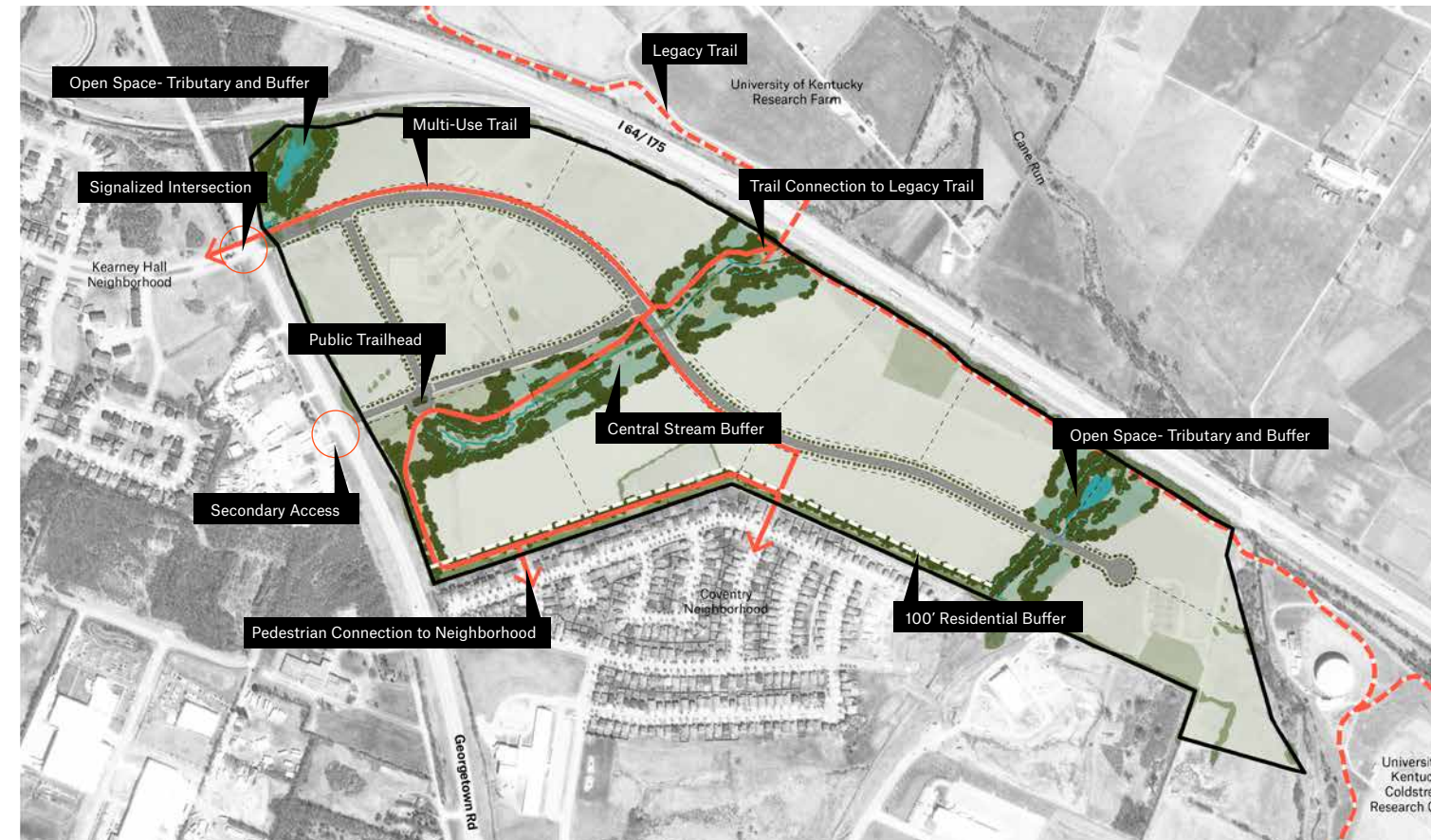
This project requires a multidisciplinary team that is familiar with industrial development and infrastructure and we are bringing just that. Under Gresham Smith's roof we are bringing experts in industrial site design, civil engineering, utility design, KYTC roadway and intersection design, planning and zoning, landscape architecture, and municipal lift station design. We will be collaborating with trusted local and regional team members who will deliver on environmental permitting, geotechnical evaluation, topographical survey, design guidelines, covenants and restrictions.

We Know the Community

Because of our work on the master plan and around Lexington, we know firsthand how important it is for the Legacy Business Park to be a good neighbor. Success for the community will be found in the design of the open space, edges/buffers, and trail connections. However, as important as design will be transparency and public communication. To maximize our capabilities we have asked our trusted collaborators from RASOR to bolster our team and help coordinate with stakeholders and the public through all phases with the development and maintenance of a project website.

We Bring Extensive Experience Delivering Federally Funded Projects

The Gresham Smith team has extensive experience delivering federally funded infrastructure projects. From transportation programs like TIGER and RAISE to EPA State Revolving Funds we have staff who have been administering federally funded projects their entire careers. We understand this project will be utilizing American Rescue Plan Act (ARPA) funds and our team is comfortable and committed to supporting project transparency and compliance throughout the process.



What sets us apart is our team's experience from the master plan to delivering infrastructure for economic development projects.



Cushman & Wakefield's focus on Commercial Real Estate means they set the standard for best practices.

The Cushman & Wakefield regional Industrial Services Team provides strategic real estate solutions for buyers, sellers and users of industrial properties and developable land. C&W experts bring decades of experience, superior market intelligence and a customized approach to help clients maximize value and improve business success.

Leveraging the power of the Cushman & Wakefield global platform, our expertise spans the spectrum of commercial real estate services, and clients benefit from the shared knowledge, collaboration, and best practices derived from a firm powered by creative thinking, the innovative use of technology, and an unmatched passion for real estate.

Clients First

Cushman & Wakefield's client-first mentality, which is woven into everything we do, sets us apart from other firms. We are known for our processes for transaction management, site selection and the integration of our entire platform of services. We provide a seamless solution that saves clients time and money. But more than just our processes, our specialized industrial and supply chain knowledge benefits clients like LFUCG in developing a successful real estate strategy.

Industrial Strength

Our team has a three-year average of over 300 million sf of transactions and \$7 billion in transaction value. Our team of professionals have over 100+ years of collective experience in the Cincinnati/Northern Kentucky trade areas.

Integrated Supply Chain and Real Estate Strategy

Cushman & Wakefield was the first major real estate provider to deliver seamless real estate solutions that factor in all aspects of the supply chain. Always focused on your project goals, our experts understand that real estate is one only piece in a much larger puzzle.



Our Lessons Learned Create Value for You

Cushman & Wakefield's industrial experts have extensive experience marketing and selling land, distribution centers and manufacturing sites. Our activity within the market provides us access to buyers and investors in the United States and globally. The firm's 50,000 professionals across the globe will be certain that the targeted buyers/investors are appropriately briefed about any disposition opportunity.

A Truly Integrated Team Wins

Our integrated approach provides a level of efficiency, discipline and coordination that will produce tangible economic benefits for Lexington. Our site marketing process streamlines labor analysis, property comparisons, incentives and real estate negotiations to provide our clients with a timely and informed real estate solution.

We've Seen It All

We have successfully partnered with clients across the globe in all industries and sizes. We will hit the ground running and generate measurable results from Day One.

Innovative Approach

Combined Gresham Smith and Cushman & Wakefield will provide one innovative approach that tackles this project's most critical challenges. We will break down typical silos between design and real estate and allow creative ideas to develop from day one. This collaboration will add value to the site, community, and for end users. Our team will focus on:

Maximizing Value for Phase 1 Investment

Innovation requires collaboration, our team will work together from day one with the IDA breaking down traditional silos between design and real estate services. We will begin by clearly defining the goals, opportunities and challenges for the first phase of infrastructure and develop an approach that is end user focused and maximizes ROI for LFUCG.

Integrating Marketing and Branding from Day 1

Together this team will define the value add of the “shovel ready” work performed for end users, and the team will work together to develop a pitch for the site that celebrates the truly unique opportunity to maximize value.

Innovative Approaches for Implementation

Together our team will explore innovative approaches to this projects most complex issues. We will evaluate early contractor involvement, innovative project delivery methods, vital construction material availability and lead times, permitting timelines, and agency and utility coordination. Each step of the way the design and real estate team will be on the same page translating to better overall coordination for the client team and community.

Cohesive Public Relations and Community Outreach

Our team knows how important project outreach, branding and communication is to project success. We will coordinate throughout the project keeping the community in the know. This will translate to better day-to-day interactions and trusted relationships.





Section 3.0

Project Experience

Relevance to Your Project

- Highlights**
- Completed in 5 months
 - 200 Acre Campus
 - Innovative, digital community engagement
 - Completed on time despite COVID-19 challenges using virtual tools and coordination

Location
Lexington, KY

Size
200 acres

Services
Master Planning
Civil Engineering
Community Engagement
Finance Planning
Preliminary Habitat, Wetland, and Archeological Assessment
Landscape Architecture
Transportation Planning

Awards
KY ASLA Planning

Team Members
Louis Johnson
Erin Masterson
Matt McLaren
Jason Hale
John Eckler

Reference
Kevin Atkins
Chief Development Officer
LFUCG
859.258.3152
katkins@lexingtonky.gov



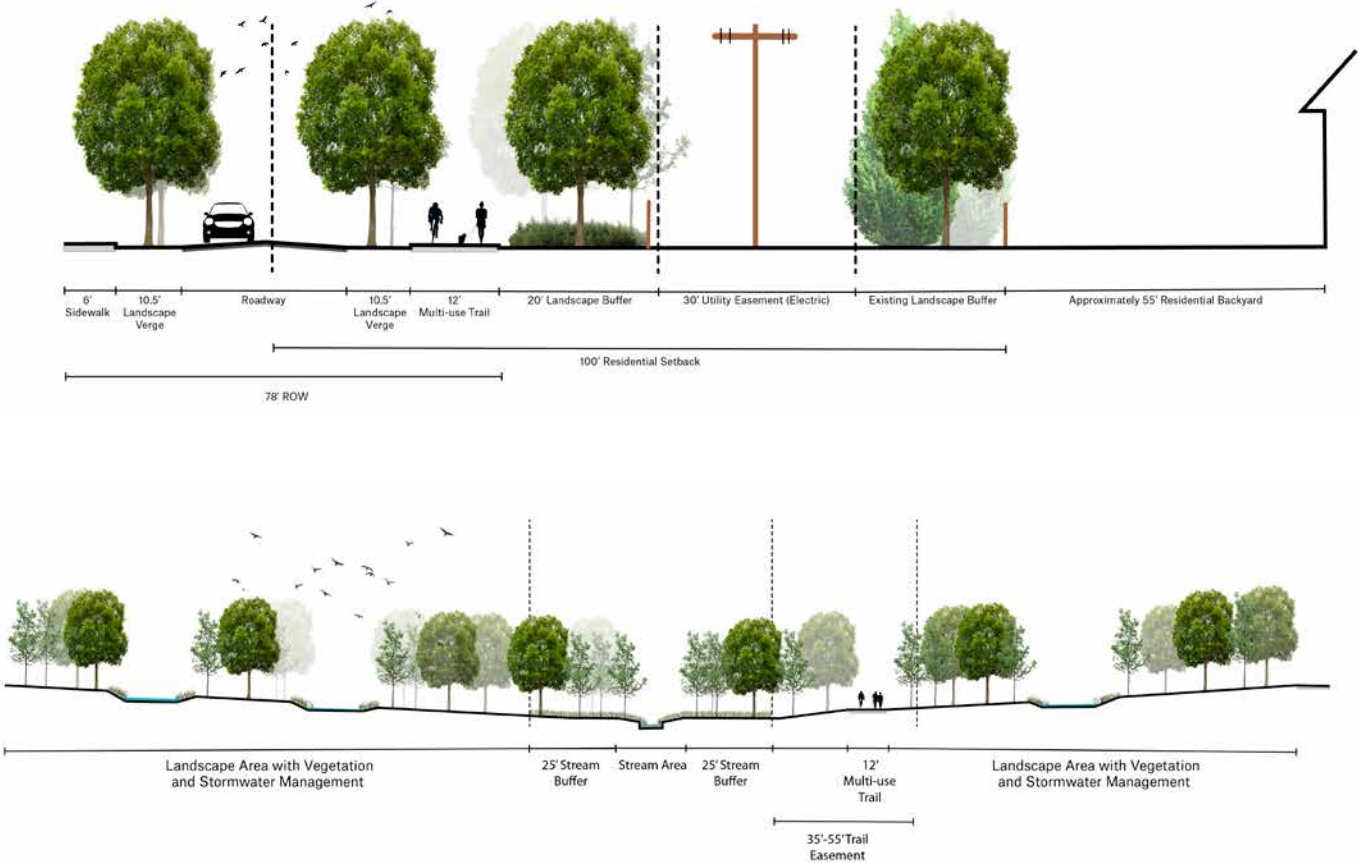
Legacy Business Park Master Plan

LFUCG Industrial Development Authority
Gresham Smith

The City hired Gresham Smith to create a master plan for the 200-acre Coldstream site, which was home to the University of Kentucky’s Coldstream Dairy Research Farm. The master plans goals included: attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways.

In the initial phase of the five-month process, the Gresham Smith team set a strong foundation by investigating the site’s existing conditions, challenges and opportunities. Given the site’s location within the Cane Run Watershed and Royal Spring Aquifer, the project team explored ways to protect and enhance the natural ecosystem on the site while also leveraging the natural features into funding and placemaking opportunities. Additionally, the team spent time considering the impacts on the overall roadway system due the access provided by I-75 and I-64 by way of Newtown Pike and Georgetown Road, as well as how a connection to the Legacy Trail could provide unprecedented multimodal access to jobs at the site while also serving as a placemaking element.

The project team then put pen to paper, developing early infrastructure concepts before gathering feedback from community stakeholders and residents from the adjacent Coventry and Kearney neighborhoods. Using an online portal, community meetings, interactive surveys, and direct text lines, Gresham Smith gathered input on the project elements that are most pertinent to the community, such as traffic and roadway safety, access and circulation, visual impacts and land uses. Once feedback was integrated into the development strategy, the project team created an implementation plan that outlined strategic financing options, zoning timelines, phasing plans and permitting steps to move the infrastructure project forward to provide economic development opportunities for the Lexington community.



Relevance to Your Project

- Highlights**
- Completed the Master Plan before implementing infrastructure
 - Institutional client
 - Similar size and scope of work
 - Completed Design and Construction Administration phases
 - Our team led and are currently updating the plan and design guidelines

Location
Knoxville, TN

Size
1,600,00 Total sf
188 Total Acres
77 Developable Acres
26 Acres Archeological Site
16 Buildings

Services
Landscape Architecture
Multimodal Planning
Sustainable Design
Traffic Engineering
Transportation Engineering
Transportation Planning
Signage and Wayfinding

Awards
American Graphic Design & Advertising Award

Team Members
Jim Alderman

Reference
Don Graham, R.A., Staff Associate Architect, UT Division of Facilities Planning
dgraha10@utk.edu
865.974.2231



Cherokee Farm Innovation Campus

University of Tennessee
Gresham Smith

In order to position itself as one of the world’s most dynamic campuses for collaborative research and support economic development in Tennessee, the University of Tennessee (UT) wanted to establish a state-of-the-art science and technology research campus focused on solving problems of national significance. The 188-acre Cherokee Farm Innovation Campus lies across the Tennessee River from the University system’s flagship campus in downtown Knoxville.

Gresham Smith was initially tasked with providing an infrastructure design that would support a world-class research campus. During the data collection and investigation phases, it became evident that a master plan was needed. We partnered with the UT Division of Facilities Planning to develop the goals, objectives and plan for the campus, working closely with the University community and the public throughout the planning process. Master planning efforts focused on establishing a module—the quads—which can be replicated over time. Consistent with the emphasis on innovation, UT is committed to developing Cherokee Farm sustainably.

The resulting master plan includes sites for 16 buildings and approximately 1.6 million square feet of development on 77 of the 188 acres. Sustainable planning and design strategies drive both the master plan and accompanying development guidelines. The orientation of the buildings supports passive and active solar collection, and the quads and surface parking lots can serve as geothermal fields.

The development guidelines call for the use of green roofs, recycled materials, daylighting, green stormwater management and photovoltaic systems. At build-out, Cherokee Farm will reflect the innovative mission and collaborative spirit of the campus through a rich combination of public and private spaces.

Upon completion of master planning, our team was engaged to design site infrastructure for Cherokee Farm. We were responsible for all infrastructure design including roadways, utilities, stormwater and grading. The site’s isolation, combined with UT’s commitment to cost-effective, sustainable design solutions, prompted UT to task us with an evaluation to determine the most appropriate wastewater disposal solution for the site.

The study included three collection system options, eight offsite force main routes and six on-site wastewater treatment and disposal options.

The collection system options included a low pressure grinder pump system and two different configurations of a conventional gravity collection system. The off-site disposal options all involved a pump station and included force main routes to various locations, all of which had complications. The treatment options included lagoon treatment augmented by solar-powered aerators/circulators; two modular proprietary treatment systems; a proprietary packed media treatment system; a membrane bioreactor; and a recirculating sand filter.

The various options were evaluated on the basis of life-cycle costs with consideration given to sustainability, aesthetics and operational requirements. The life-cycle cost calculations assumed a 30-year development period, and wastewater generation was modeled to increase at a constant rate over the 30-year period.



Relevance to Your Project

Highlights

- Led all site design, infrastructure design and landscape design
- Utilized innovative project delivery model
- Similar site size for a single end user
- Completed Construction Administration phases

Location

Warren, OH

Size

\$2.3B Invested

2.8M sf

156 acres

30 GWH Annual Capacity

1,100 Jobs Expected

Services

Architecture

Engineering

Landscape Architecture

Commissioning

Master Planning

Process Utilities

Site Development

Substation Design

Team Members

Stephen Brown

Matt McLaren

Reference

Brad Kim

Electrical, Construction

Planning Team - Battery

LG Energy Solution

947.209.9968

kimgh65@lgchem



Ultium 1 | Lordstown Battery Plant

Ultium Cells, LLC | LGES/General Motors JV
Gresham Smith

Ultium Cells LLC—a joint venture between GM and LG Energy Solution (subsidiary of LG Chem)—is investing up to \$2.3 billion to build a new lithium-ion battery cell manufacturing plant in Lordstown, Ohio that's expected to create more than 1,100 jobs. Gresham Smith is delivering full design services as well as engineering and commissioning via the Integrated Project Delivery model.

Stretching across 156 acres, the plant will occupy 2.8 million square feet of total floor area, and it will have an annual capacity of more than 30 gigawatt hours with room to grow. The Ultium batteries will be the used to power the new third-generation global electric vehicle platform that will be used in a number of new GM electric vehicles. To meet the power demands required by the gigafactory, our in-house utility team provided design services for the construction of a highvoltage overhead power transmission line and substation.



Relevance to Your Project

Highlights

- Successfully implement a strategic marketing plan for redevelopment site
- Advised Buyer on site planning and future building designs
- Assisted Buyer with complicate governmental PUD approvals
- Led marketing initiatives to successfully lease 100% of the buildings
- Currently providing Property Management services to 576,000 SF of buildings

Location

Springdale, OH

Size

110 Acres
576,000 sf

References

Richard Horn
CEO – Strategic Capital Partners rhorn@strategiccapitalpartners.net

Melanie Gangel
PCCP, LLC - Director, Leasing
mgangel@pccpllc.com



Springdale Commerce Park

Viking Partners and Strategic Capital Partners

Cushman & Wakefield

The Springdale Commerce Park, Springdale, OH project is an 110 acre redevelopment of the former General Electric employees golf course and park located in the Cincinnati suburbs.

The Cushman & Wakefield Cincinnati/ Northern KY Industrial Services Team (C&W) was engaged by the land seller to market the sale of this site which resulted in the sale to a partnership between the buyer Strategic Capital Partners and PCCP (SCP). SCP subsequently redeveloped the site into a Class A industrial park. C&W was instrumental in assisting the buyer throughout the in-depth site due diligence process as well as the City of Springdale Planning Commission / City Council approvals. Ultimately an Industrial PUD was granted paving the way to redevelop the site. A governmental incentives was secured through Hamilton County to assist in the funding of major infrastructure items. C&W assisted SCP with the development designs, construction pricing and speculative buildings marketing.

To date two buildings have been successfully leased 100% by C&W totaling 576,000 SF. Leases were secured with manufacturing, high-tech assembly and industrial processing companies. C&W Asset Services is providing property management services to these buildings. The community has benefited from increased tax base, improved roadway and numerous jobs created.



Relevance to Your Project

- Highlights**
- Negotiated ground lease with the University of Kentucky including additional growth built in
 - Built new 130,000 SF facility in the Coldstream Research Campus
 - Identified \$5M in savings by owning versus leasing the facility
 - Procured more than \$8M in tax and economic incentives
 - Created room for an additional 100 employees due to efficient floor plates and design

Location
Lexington, KY

Size
130,000 sf Build-to-Suit

Services
Transaction Management
Lease Negotiation
Location Analysis
Financial Modeling

References
Richard Horn
CEO – Strategic Capital Partners rhorn@strategiccapitalpartners.net

Melanie Gangel
PCCP, LLC - Director, Leasing
mgangel@pccpllc.com



RiverCenter II

Tempur + Sealy
Cushman & Wakefield

Tempur + Sealy was in an outdated and inefficient facility with very few viable alternatives in the marketplace. Cushman & Wakefield was facing a fast-approaching lease expiration, in a building that could not meet the expanding business needs of Tempur + Sealy, and did not portray a premium brand identity for a global headquarters.

No existing buildings in Lexington were the right fit for their new image so building new facility was the only solution. Lexington is unique in that the commercial area is restricted to boundaries meant to preserve horse land, therefore available build-to-suit sites are difficult to assemble.



Relevance to Your Project

Highlights

- Assisted both Seller and Buyer negotiations with complicated governmental long term land leases
- Provided advisory services for site planning and building designs.
- Completed extensive real estate market research and justification for buyer
- Implemented successful marketing program resulting in 1.16M SF of leases

Location

Hebron, KY

Size

70 Acres
1,162,000 sf

Reference

Douglas Kiersey
President – Dermody Properties
DKiersey@Dermody.com

Paul Hegedus
Vice President Commercial Management – Greater Cincinnati Northern Kentucky International Airport
phgedus@cvgairport.com



Greater Cincinnati-Northern Kentucky International Airport (CVG) Land

Dermody Properties

Cushman & Wakefield

This land project is the result of C&W successfully negotiating long-term land leases with Kenton County Airport Board and Dermody Properties. This was comprised of two non-core CVG airport sites eventually developed with two state-of-the-art industrial buildings.

Cushman & Wakefield Cincinnati/Northern Kentucky Industrial Services Team (C&W) was initially engaged by Dermody Properties to obtain sites in the Cincinnati market for industrial development. By way of C&W initiatives, we achieved the successful negotiation of two very complex land leases totaling 70 acres with CVG. C&W assisted Dermody Properties through the lengthy due diligence of FAA approvals as well as the Kenton County Airport Board approval vote. Subsequently, two Class A industrial distribution centers were constructed totaling 1,162,000 SF. C&W successfully marketed the buildings resulting in an 898,000 SF build-to-suit and a 264,000 SF lease. To date this is the largest land lease/development project at CVG.

The C&W Team and a C&W national Capital Markets team successfully sold both buildings to two separate institutional investors despite the complicated nature of a governmental land leases. C&W Asset Services has provided property management services to these buildings. The community has benefitted from CVG land lease revenue, increased taxes, jobs creation and growth of local commerce.



Relevance to Your Project

Highlights

- Implemented strategic marketing plan for 293 acre greenfield land site
- Assisted both Seller and Buyer through extensive due diligence process to entitle the land
- Provided in depth market research to justify development
- Successfully leased / sold 1.6M SF of the developed industrial buildings

Location

Walton, KY

Size

293 Acres
1,684,000 sf

References

David Knock
Principal Owner –
Omaha Enterprises
dknock@4stellar.com

Scott Sachleben
Executive Managing
Director – US Capital
Development
ssachleben@uscd.com

Zack Markwell
CEO – Stonemont
Financial Group
zack.markwell@
stonemontfinancial.com

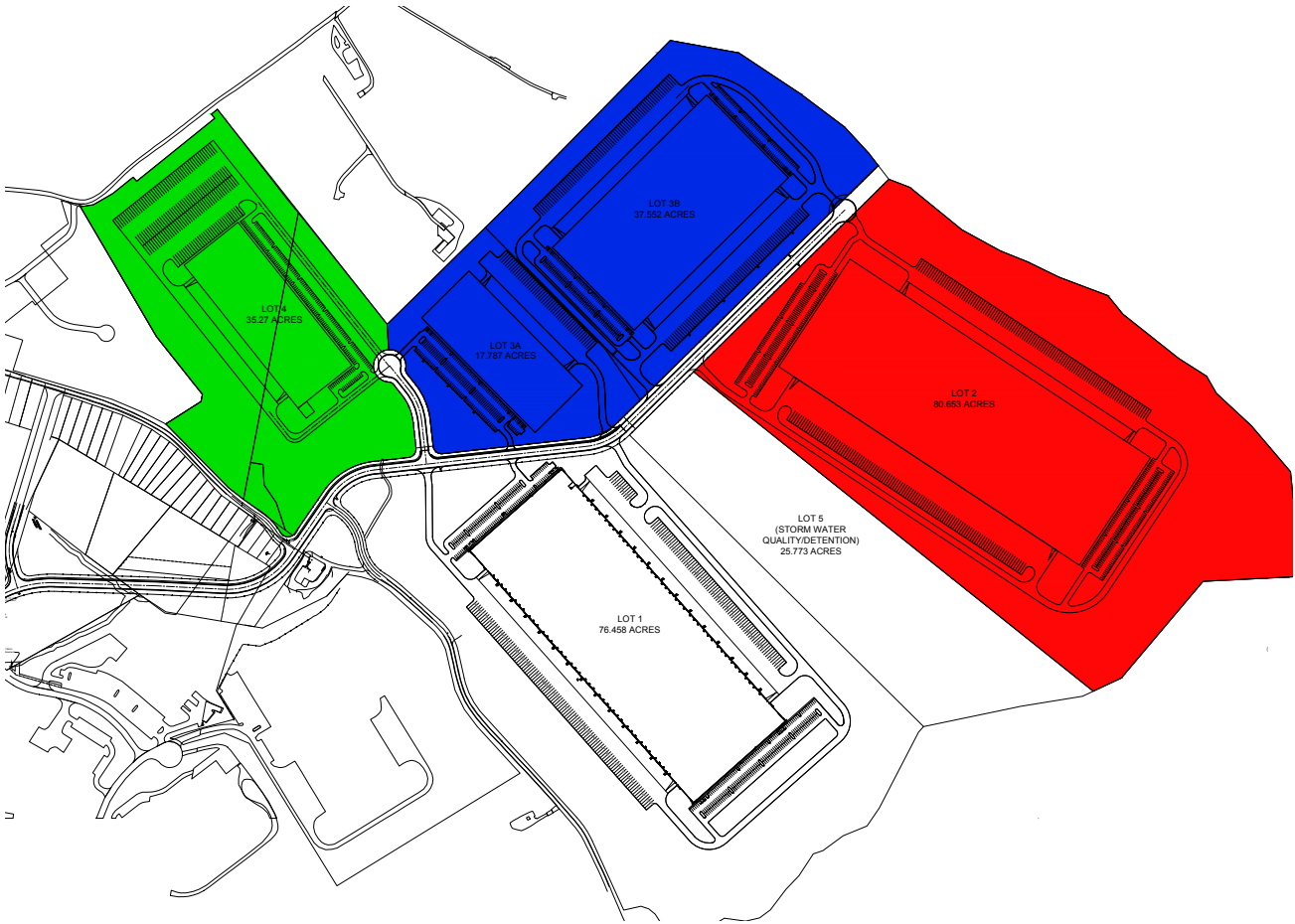


Walton, KY Industrial Greenfield Site

Omaha Enterprises
Cushman & Wakefield

The Walton, KY project is a 293 acre greenfield development of a new Class A industrial park. The Cushman & Wakefield Cincinnati/ Northern KY Industrial Services Team (C&W) was engaged by the land seller to market the sale of this site which was decades long accumulation of small farms with the dream of the owner to create a state of the art industrial park. C&W was engaged by the seller Omaha Enterprises to create a marketing plan that fit the current needs of the industrial real estate market. Detailed site plans were created along with an entitlement plan. C&W was instrumental in assisting the buyers throughout the in-depth site due diligence/entitlement process. The site was topographically and locationally challenged in need of creative marketing to create the vision. An incentive package was created to assist in the financing of infrastructure. Ultimately C&W was able to arrange land sales to partnerships of US Capital Development, Stonemont Financial Group and WPT Industrial Trust. Eventually three Class A industrial buildings have been constructed totaling 1,684,000 SF. C&W has successfully marketed, sold and leased these buildings achieving 100% occupancy. C&W and its national Capital Markets colleagues have sold all three buildings to Exeter Properties Group and Lexington Realty Trust (LRT).

The park is now occupied by industrial assembly and fulfillment operations of Honeywell and Saddle Creek. C&W is currently marketing the remaining land sites and managing the marketing of two buildings under construction eventually totaling 1,300,000 SF. Cushman & Wakefield Asset Services is providing property management services to the park. The community has benefited from increased tax base, jobs creation, local commerce as well establishing semi-rural community of Walton as a legitimate industrial location.





Blueprint Linden, Hudson McGuffey Project

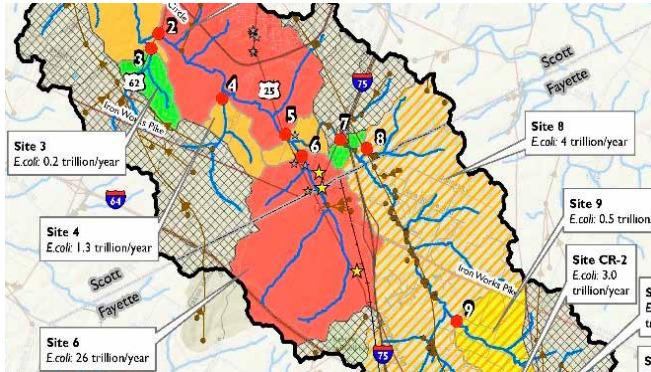
City of Columbus
Gresham Smith

During extended periods of rainfall, the City of Columbus’ urban environment contributes stormwater runoff that exceeds the capacity for the storm and sanitary sewers. The combined result is sanitary sewer overflows and significant localized flooding. The Columbus Blueprint program is an approach that eliminates sanitary sewer overflows by addressing private property water contributions and using green

infrastructure such as rain gardens and bio-swales, instead of standard grey infrastructure, to provide significant environmental, social and economic benefits.

When implementing the approach, the Gresham Smith team of landscape architects, urban designers and engineers spent time modeling and surveying city lots to determine how water drains, as well as working with the city to utilize vacant lots for green infrastructure improvements. Staff used a GIS-based rating tool to help reveal opportune vacant properties in the area and the PC SWMM stormwater model to project the performance of various green infrastructure management practices including regional detention facilities, bioswales, permeable pavement, and bumpouts. The program’s investment in local neighborhoods benefits both the environment and the local economy, stabilizing some of Columbus’ most challenging and at-risk communities. Green infrastructure will require perpetual maintenance, which will in turn lead to permanent jobs. Additionally, green infrastructure will provide a framework for improved public space systems that will improve overall community connectivity.

Key Team Members: Katie Nolan



Cane Run WPB

LFUCG
Third Rock Consultants, LLC

Third Rock was contracted by the Kentucky Division of Water (KDOW) in 2016 to develop the Cane Run WBP, supplementing the University of Kentucky’s 2011 WBP with monitoring and analysis sufficient to evaluate previously undocumented urban sources. The entire main stem (17.4 miles) of Cane Run was listed for at least one type of impairment by 2002.

To evaluate the water quality within the Cane Run watershed, historic monitoring data was compiled and

analyzed to characterize the condition of the aquatic life, habitat, and water quality in the watershed. Generators of historic surface water quality data for the watershed within Cane Run include LFUCG, the City of Georgetown, University of Kentucky Environmental Research and Training Laboratory (UK ERTL), KWRRI, University of Kentucky College of Agriculture’s Biosystems and Agricultural Engineering Department (UK BAE), KDOW, and Kentucky River Watershed Watch (KRWW). These studies were conducted at various locations throughout the watershed over multiple years and for different parameters.

The WBP was finalized in June 2019 and approved by EPA later that year. BMPs are currently in various stages of implementation, with ongoing projects in both Fayette and Scott Counties administered by LFUCG and the Georgetown Municipal Water and Sewer Service (GMWSS).

Reference:
Dale Booth
KDO W Nonpoint Source Branch
300 Stormwater Boulevard
Farnkfort, KY 40601
502.564.3410

Key Team Members: Molly Foree



Gateway District and Full Code Re-Write

City of Bowling Green, OH
ZoneCo

A new Development Pattern District and accompanying standards for a well-traveled Gateway between Downtown and the University in the City of Bowling Green, Ohio. ZoneCo was subsequently retained to write the full code.

The team of ZoneCo and OHM Advisors was selected to create building, use, design and signage standards

for the Gateway District in Bowling Green. This district is located in between the charming, walkable, and historic Downtown and Bowling Green State University. The corridor is currently comprised of disconnected commercial uses and the goal is to connect these two walkable places and make the new district human-scaled and pedestrian-oriented while creating an attractive gateway for the City and the University.

ZoneCo created a highly visual and streamlined document, consistent with City branding.

ZoneCo was subsequently retained to complete a full re-write of the Zoning Code, which is in the codification module.

Municipal project manager Reference:

Heather Saylor
Planning Director
304 N. Church Street
Bowling Green, OH 43402
(419) 354-6218
hsaylor@bgohio.org

Key Team Members: Sean Suder, Jocelyn Gibson, Nolan Nicaise



Central Boone County Force Main and New Pump Station

Sanitation District No 1
Gresham Smith

Boone County is one of the fastest growing communities in Northern Kentucky. Central Boone County does not currently have adequate public sewer service, constraining its development. Gresham Smith is providing design and construction administration for a new pump station with screening, approximately 8,000-10,000 linear feet of force main, and preliminary design of a 5.4 million gallon equalization tank.

The initial capacity of the pump station will be 2 MGD, but future development in the region will require a pump station capacity of 10 MGD. The pump station will receive flows through proposed gravity sewers that will eliminate two existing pump stations. A single force main or dual force mains will then connect with the Western Regional Conveyance Tunnel which terminates at the Western Regional Water Reclamation Facility.

This project will expand the public sewer service coverage area of SD1, fulfilling the long-term economic development of Boone County, and meet Consent Decree milestones by eliminating SSOs.

Reference:
Rob Schroeder
Senior Director of Engineering
Sanitation District No. 1
859.578.7450
rschroeder@sd1.org

Key Team Members: Katie Nolan



Campus Development for Industrial Hub at CVG

Confidential Client
Gresham Smith

Gresham Smith supported a fast-track, multi-phase project to develop a first-of-its-kind, greenfield industrial campus in Northern Kentucky. Our work includes master planning, creation of concepts, design, permitting and compliance management, coordination with a variety of utilities, construction phase support, commissioning, and preparation and support for operations and

maintenance, all delivered through a series of individual construction packages over a four-year period. Gresham Smith initially led the design of landside and airside drainage system, stormwater detention, green infrastructure, pump stations, treatment, stream outfalls, sediment and erosion controls, roadway stormwater quality and quantity controls drainage infrastructure, as well as environmental permitting and coordination with federal, state and local regulatory agencies. We are now managing the current work across the client’s entire program for the site—both site design and building design. Our work involves many iterative concepts and many design decisions concurrently in flux to uncover the best design solution—at the right time—while designing around existing facilities that ensure little impact to operations.

The design included 6 pump stations ranging from 4.3 MGD to 23.0 MGD as well as 2,817 linear feet of force main. The design took into consideration plans for a future pump station and an additional storage of 10 million gallons.

Key Team Members: Mark Ervin, Katie Nolan, Saa Shemsu



Olmstead Parkway, Phase II Design

Louisville Olmstead Parks Conservatory
Gresham Smith

After being a part of the team that developed a master plan for all of the historic Olmsted Parkways in Louisville, Gresham Smith led the implementation of multi-modal improvements along Southwestern, Algonquin, and Southern Parkways as recommended in the Master Plan.

The plan required a shared-use trail on both sides of the parkways. Through sections with frequent residential driveway conflicts, a shared-use frontage road was designed to accommodate bicyclists, pedestrians, driveway access, and on-street parking. These sections of frontage road were linked by segments of shared-use path along the entire corridor. While the path alignment was set to run between parallel rows of trees away from the parkway mainline, it was brought closer to the mainline at side street crossings to make users more visible to turning motorists. As Southern Parkway had existing frontage roads, improvements were made to eliminate continuous sections through side streets, promoting lower speeds and making shared-use path connections with simplified side-street crossings.

Through the life of the project, a robust public involvement campaign was undertaken to initially inform the conceptual and preliminary design phases, and later to keep the public updated through subsequent phases.

John Swintosky
Project Manager
Louisville Metro Parks 502.456.8112
john.swintosky@ louisvilleky.gov

Key Team Members: John Eckler, Andrea Cull, Erin Masterson



Zoning Ordinance Update

City of Dormont, PA
ZoneCo

A modern, streamlined, and updated Zoning Ordinance, with transit-oriented and form-based elements. The Borough of Dormont, Pennsylvania, has engaged the team of ZoneCo and YARD & Company to help modernize its zoning ordinance. As one of Pittsburgh’s several transit-oriented inner ring suburbs, Dormont seeks to build on the momentum created by recent regional transit-oriented development planning efforts.

The team crafted a development code that not only allows for context sensitive infill development and adaptive reuse but enables the Borough to capitalize on several light rail stations and bus stops. The process includes active engagement and education; the testing of new ideas and zoning concepts to determine the most appropriate content; and a user-friendly tool to guide growth.

Municipal project manager Reference:
Benjamin Estell
Borough Manager
1444 Hillsdale Avenue, Pittsburgh, PA 15216
(412) 561-8900
bestell@boro.dormont.pa.us

Key Team Members: Sean Suder



Phase 1 MS4

LFUCG
Third Rock Consultants, LLC

Third Rock has served an integral part of the Lexington-Fayette Urban County Government’s (LFUCG) Stormwater Program Management team since its inception in 2001. As such, we are responsible for the development and implementation of LFUCG permit-required water quality monitoring programs, ensuring LFUCG fulfills the requirements of its Phase I MS4 Permit (KPDES No. KYS00002 AI No. 74551) while meeting the commitments of its EPA consent decree.

In addition, in 2015 LFUCG committed to begin to transition its water quality monitoring program to a watershed-focused approach. The study area for LFUCG’s Watershed-Focused Monitoring Program (WFMP) encompasses the seven major watersheds that drain LFUCG’s Urban Service Area including Cane Run, South Elkhorn Creek, West Hickman, East Hickman Creek, Town Branch, North Elkhorn Creek, and Wolf Run. The overall objective of the WFMP is to collect and generate data to identify and remediate sources of recreational and aquatic habitat impairments to streams within the Urban Service Boundary.

The WFMP dictates a staggered monitoring schedule, with monitoring within the Cane Run watershed in 2016-17, South Elkhorn in 2017-18, West Hickman in 2018-19, and so on through 2023. Third Rock most recently completed monitoring within the West Hickman watershed. Reference:
LFUCG
Division of Water Quality
125 Lisle Industrial Ave, Suite 180
Lexington, KY 40511

Key Team Members: Molly Foree



Section 4.0

Project Approach

Project Understanding

Our team understands the complexity of this project and is ready to work with you through every detail. Our multi-faceted team brings expertise in all the tasks requested and below is a snapshot of how we'll manage and execute each stage to deliver a success project.

Task		Gresham Smith	Cushman & Wakefield	Third Rock	ZoneCo	KS Ware	Endris	Rasor
Design and Engineering Services	Create/submit required development and subdivision plans for entire site, including platting	●		●			●	
	Prepare entitlements required for land subdivision and zone map amendment	●					●	
	Refine and implement a phasing plan for the infrastructure installation and ultimate sale of individual parcels	●	●	●				
	Permitting to begin construction on phase 1	●		●				
	Engineering plans for entire site, CDs and bid packages	●		●		●	●	
	Construction administration	●		●				
	Coordinate with KYTC and LFUCG on adjacent, off-site roadway improvements, etc as they relate to the site	●						
	Regular coordination with adjacent neighborhoods and community partners	●	●					●
Real Estate Services	Work with LFUCG staff in developing and implementing design standards for the park. To include drafting necessary language for the guidelines covenants and restrictions for site and tenants.	●	●		●			
	Project Branding/Marketing Materials	●	●					
	Recruiting businesses to the 200-acre and 50-acre site (meeting required wage and employment goals)		●					
	Set sales and revenue targets		●					
	Contract negotiations with tenants (all for sale no lease agreements)		●					
	Recruit retail/commercial businesses to one or more parcels fronting Georgetown Road (work with staff to identify these and change zoning as needed)	●	●					
	Ongoing Property Maintenance		●					



Drone photo of existing site.

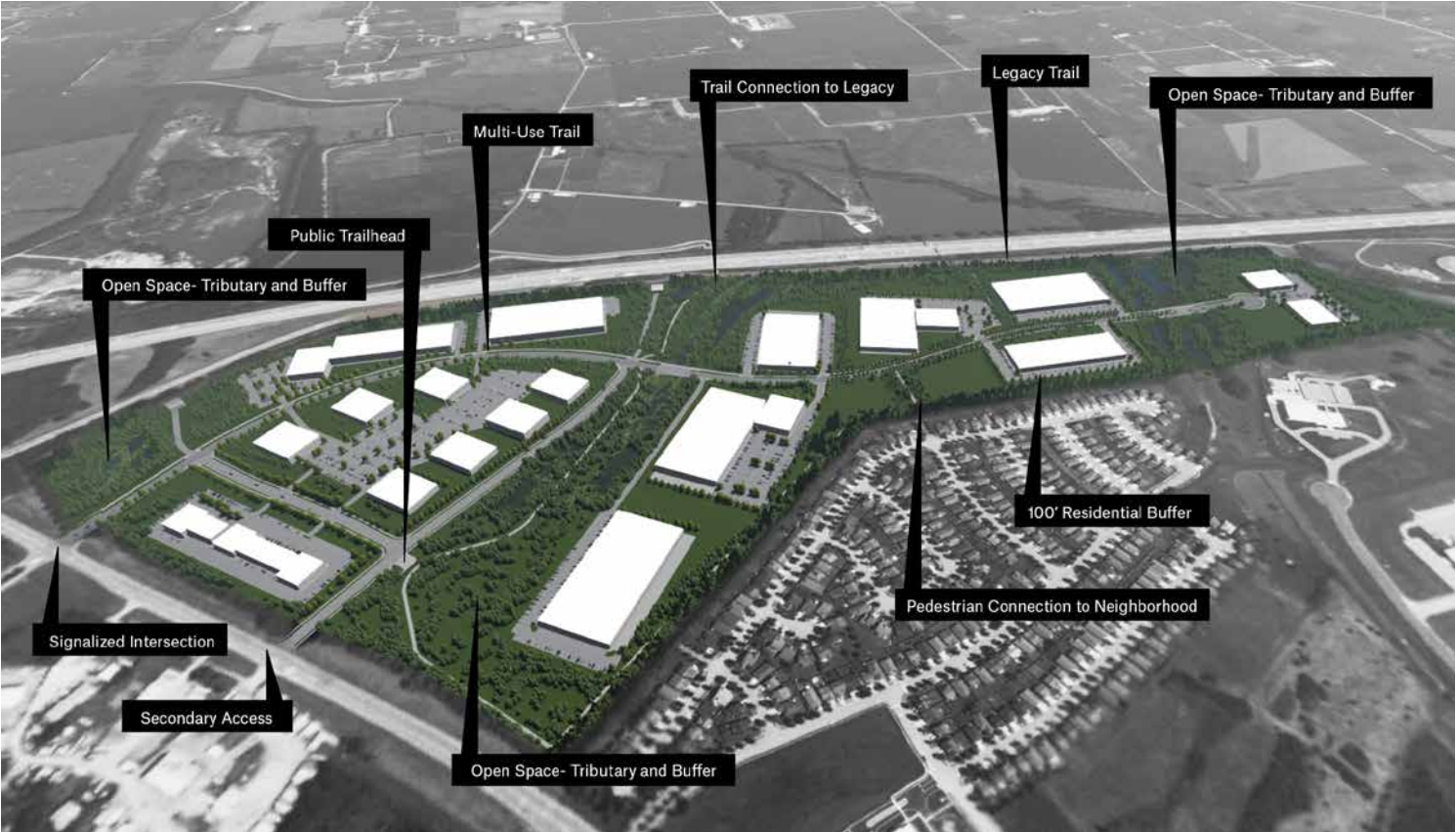


Illustration of a potential build out of the Legacy Business Park Master Plan.



Vision Validation & Refinement

As the project moves from the master plan to implementation, several early tasks will set the project up for success. From a technical perspective, a detailed site survey will be performed to provide a solid foundation for construction documents. A full geotechnical investigation will identify both areas of constraint, such as shallow rock or sink holes, or areas of opportunity where material can be borrowed to create a cost effective construction plan. Investigating these conditions early will help mitigate the risks during construction.



We Aren't Starting From Scratch

The Gresham Smith team has a deep knowledge of the Legacy Business Park site and the master plan, and we understand the priorities and desired outcomes of the various stakeholders involved. During the previous master plan phase Gresham Smith worked hand in hand with the Industrial Development Authority Board (IDA) to deliver a vision that provides fundamental infrastructure with allowing significant flexibility in future land uses while being respectful of the adjacent residential uses. In addition to the master plan, our team partners have worked in and around the project site for years including projects such as the Cane Run Watershed Plan, Legacy Trail planning, and development of Tempur-Sealy headquarters. Given our extensive background with this project and the expertise we bring to the table, we will have the ability to jump right into the project work and effectively execute. Led by a Kentucky -licensed engineer, our design team includes experts in each respective discipline for utilities, site development, civil engineering, landscape architecture, environmental impacts and permitting, and transportation improvements.

Each of the tasks/work products listed in the request for qualifications package have been integrated into the following project approach and are referenced in the project schedule.

Having a real estate team working simultaneously will shed light on the realistic and market driven potential tenants and their specific needs. As the design team begins to refine the infrastructure master plan, we want to maintain flexibility to be able to react swiftly to the market as the real estate team finds future tenants. While the master plan was developed to maximize flexibility, our goal is for the final design plans to be based on market reality. Conversations with interested parties and developers will shape the plans potentially impacting lot lines and roadways as well as lay the ground work for the Georgetown Road frontage property.

We understand that like every project, funding sources are in flux and change based on various factors. As such we plan on working with IDA to determine the final Phase 1 construction limits and work to adjust the Phase 1 limits to match that budget as well as provide easy to implement value engineering options should cost of construction change significantly between starting design and bidding. During the early phases of this project we will balance the funding, technical, and market data to develop a future phasing plan that fits the goals of the IDA that will ultimately lead to the sale of individual parcels.

During the early phase of the project, the team will work with the IDA to develop a working schedule based on milestones and anticipated construction schedule. At this point the design and real estate team will review various project delivery methods with the IDA to identify the appropriate strategy for construction.

Preliminary Design

Armed with a foundational understanding of technical data, market outlook, and funding, the team will begin refining the existing master plan into a preliminary design. During this task the design team will work develop the following:

A preliminary plan for Phase 1 and the future phases

The limits of Phase 1 will be defined during preliminary design with input from the IDA and the real estate team. The design team will refine the master plan to a more detailed level of design that formalizes decisions made related to utilities, roadways and signals, landscape buffers and amenities, parcel lines, stream crossings, and other site improvements. The plans will be phased showing Phase 1 and Future Phases.

A preliminary subdivision plan and application to LFUCG Planning

The preliminary plan will be used to submit the Preliminary Subdivision application. The team will prepare the application while coordinating with utility companies and the appropriate agencies to file a plan compliant with the LFUCG Land Subdivision Regulations. The team will attend all committee, commission, and council meetings required.

A Zone Change application to LFUCG Planning

With the intent to change the land use for the Georgetown frontage property from light industrial to commercial our team will prepare, submit, and lead the zone map amendment process.

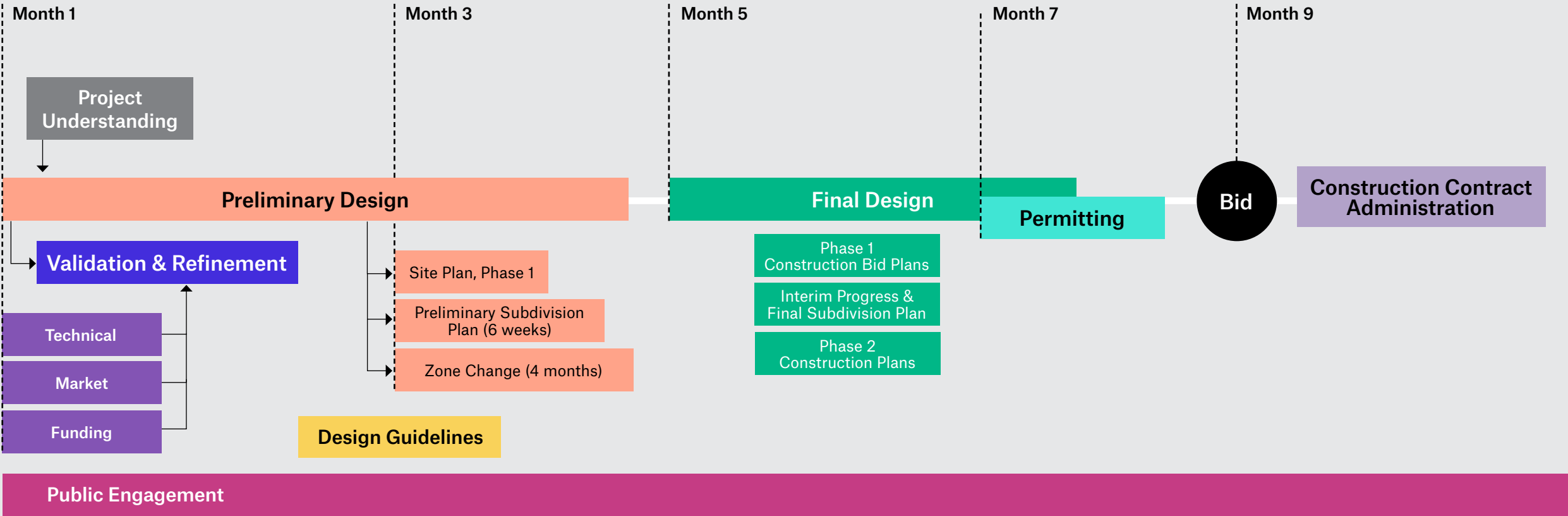
This includes a pre-application meeting, notice of public hearing, documentation confirming the intended use aligns with the comprehensive plan, legal advertisements, and attending committee reviews and public hearings.

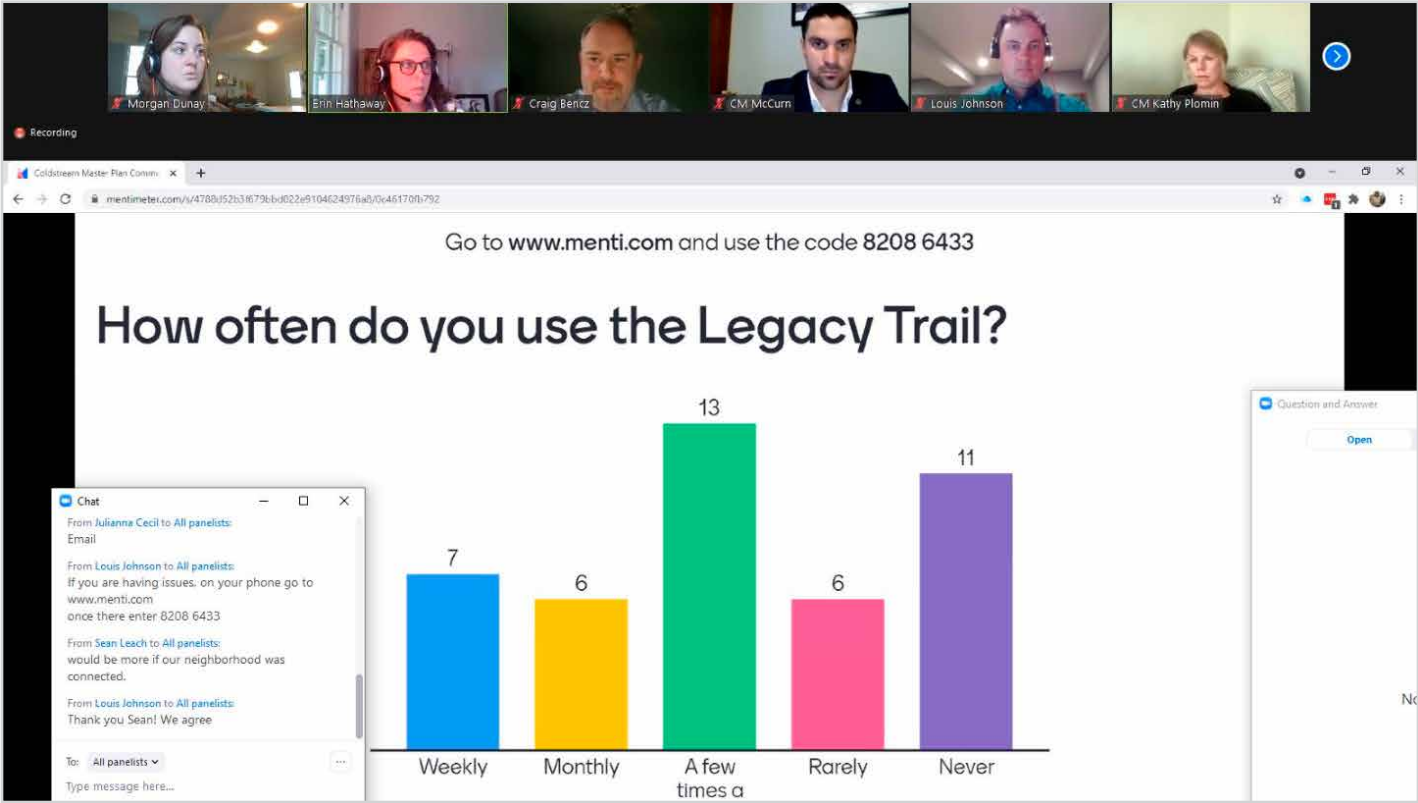
Prior to finalizing the Preliminary Subdivision application, the team will reconnect with stakeholders including KYTC, LFUCG Planning, LFUCG Engineering, UK, Royal Spring Protection Committee, utility companies, neighbors, and council members to review previous discussions and provide updates as the project moves forward. Critical items to confirm and coordinate with stakeholders include:

- KYTC schedule for Georgetown Road improvement work and how the Legacy Business Park plans will impact and align with the work
- KYTC drainage group for basis of design confirmation related to culverts under I-64
- Utility coordination particularly related to existing utility demo and new service to UK property

- to the North and the UK Coldstream site
 - LFUCG Division of Water Quality for coordination of lift station and sanitary improvement basis of design
 - LFUCG Division of Planning for coordination and collaboration on the Design Guidelines
- Given the construction and material climate including supply chain delays and inflation, during the preliminary design phase the team will update the previous phased cost estimates and work to identify and mitigate obstacles that may be faced in construction. We will work with the IDA to weigh the costs and benefits to the Phase 1 infrastructure plans, deciding upon items that will be implemented by the infrastructure package vs left to the tenant to implement. These decisions will be weighed by cost, feasibility, market demand, and project goals.

While our anticipated schedule extends beyond the proposed schedule in the RFQ, this represents a more sequential and traditional design pathway. Based on our experience with large, fast-track projects, multiple options exist to compress the project schedule. Options include strategies such as project delivery methods such as Integrated Project Delivery or early release packages to allow construction to start earlier.





Online community engagement during the master plan process

Public Engagement

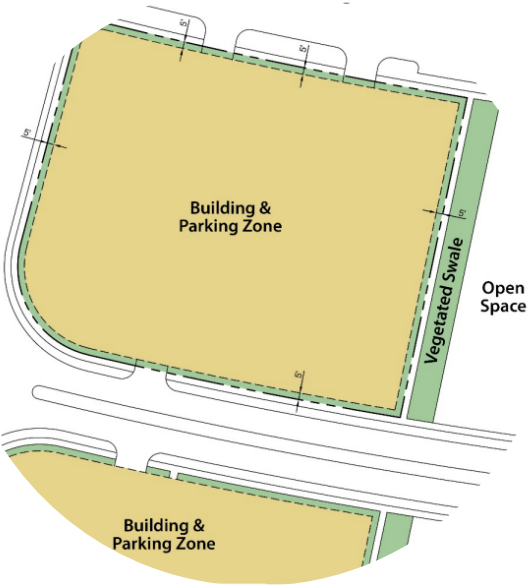
During the master plan phase of the project, the Gresham Smith team worked closely with the IDA, the adjacent neighbors, the local council members, and the general public to develop a vision for the 200 acres that will both attract new jobs and benefit the community. The design team will build upon the existing relationships developed in the master plan phase throughout the project, providing touchpoints with the community by way of an actively managed website that allows for public dialogue and pushes out updates to followers, as well as facilitating public meetings that will be required of the project. We understand the IDA intends Legacy Business Park to be considered a community asset, so our continued public engagement will provide the conduit for feedback. In the end, these valued stakeholders will provide one of the measures of success.

Design Guidelines

The vision for Legacy Business Park is to create a development that attracts high quality companies offering higher salaries by selling an incredibly unique site that is differentiated by its:

- Landscape features
- Legacy Trail connection
- Proximity to Lexington’s urban core and an educated workforce
- Excellent visibility and interstate access

Design Guidelines will play an important role in protecting that vision. When it comes to design guidelines our team understands the need to provide a framework that is effective, clear, and legally appropriate while also providing the end user with flexibility to not inadvertently add complexity to the development process. This is why we have teamed up with consultant Zone Co ZoneCo, LLC who is working with us in Lexington right now. Zone Co ZoneCo will bring their team of lawyers and planners law and planning professionals with past extensive experience developing legal language for design guidelines, covenants and restrictions in support of the overall cohesive project vision for quality development that benefits the local community.



Final Design

As required by the LFUCG Major Subdivision regulations, upon approval of the Preliminary Subdivision Plan, the design team, IDA, and LFUCG will begin the final design process by entering into the Infrastructure Development Agreement and commencing final design of the Phase 1 and future phases of the project. Each discipline of our team - site civil, landscape architecture, environmental, lift station, and transportation - will lead their respective scope while in tandem with the full team to complete construction documents for the project.

During final design, regular coordination will occur with the IDA as well as other stakeholders. At approximately 50% design completion, the team will submit the required Improvement Plan Progress Report to LFUCG per the requirements of the Land Subdivision Regulations. The design team will work towards two sets of plans: the Phase 1 Plans and the Future Phase Plans - both of which will comply with LFUCG requirements of the Land Subdivision Regulations. When finalized, these documents will be used to assist the IDA to apply for permits and bid the Phase 1 Plans for construction.

Permitting

Once Final Design is complete, the design team will assist the IDA in submission of the required permit packages for the Phase 1 Infrastructure package. Given the expansive scope of the project, multiple agency approvals will be required. While permitting can be challenging and complex given the number of separate agencies, our team has extensive experience in both this region as well as these project types to facilitate these reviews and resolve conflicting comments. Based on experience with this site and other similar projects, a partial list of the permits we anticipate needing include:

- LFUCG for site improvements, storm water, as well as land disturbance permitting;
- US Army Corps of Engineers for stream crossings and bat habitat impact;
- KY DOW for work within the stream buffers, land disturbance, as well as public sanitary sewer and lift stations; and
- KYTC for Georgetown Road improvements and I-64 drainage.

Bid

Given our team’s experience on multiple project delivery types such as traditional design-bid-build, design-build, and integrated project delivery, we can provide multiple levels of support as required to the owner depending on decisions made during the preliminary design task related to when a contractor is brought on board. As required, the design team will work with LFUCG and IDA to prepare a set of bid documents for Phase 1 Infrastructure Improvements based on the approved construction documents and specifications. Our team has worked with many clients as well as LFUCG during the bidding process offering various services including preparation of technical specifications, front end specifications, contract documents and bid documents, conducting the pre-bid meeting, issuing addendums, bid evaluation, and contractor selection. Exactly what level of assistance is required is determined by the client, project delivery type, and funding. We are prepared to assist IDA and LFUCG during the bidding process including meeting federal, ARPA, state, and local funding requirements.

Construction Contract Administration

Construction Contract Administration is an important component to building a successful project. Our team has experience in all types of construction contract administration services including design level construction contract administration, resident project representative, or owner representative. There are several different approaches the design team can take depending upon the needs of the IDA. For Phase 1 infrastructure there are several requirements during construction to comply with local, state, and federal requirements. The Gresham Smith team is experienced in each type of service and is fully prepared to provide the right service and arrangement needed.



LFUCG - Town Branch Commons
Lexington, KY

Quality Matters

Quality is ultimately defined by our clients. We believe successful projects require the development and implementation of a project plan that is focused on delivering desired outcomes and built on a proven method of project delivery, clearly defined roles and responsibilities, frequent and effective communications, and continuous monitoring and control. We are committed to a successful outcome that results in long-term relationships with our clients.

Our Quality Management System (QMS) drives quality throughout the project life-cycle through the following five steps:

▼ Plan

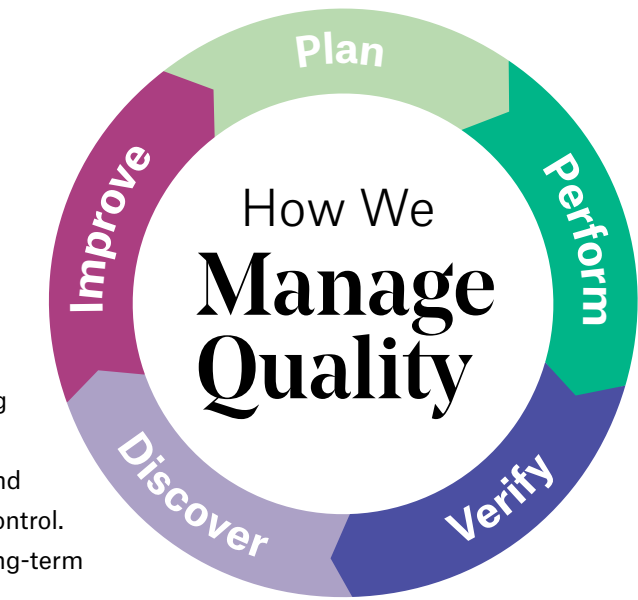
All projects begin with a plan that outlines the scope, schedule and budget, provides the contractual arrangements and risk management approach, identifies the personnel involved and their roles and responsibilities, and includes the plans for Quality Assurance, Quality Control, Safety and Security, Sustainability, and the use of Technology.

▼ Perform

Project Managers are responsible to oversee the implementation of the plan, monitor to see that the execution is happening as planned, make adjustments to the plan as appropriate and update the plans to communicate the revisions. The Design Team is responsible for producing deliverables that comply with the contract and incorporate adjustments to the design plan when needed.

▼ Verify

Auditing is a key component of the QMS, and serves as the opportunity to determine if the process is in control, and if the procedures are being followed for their intended purpose. Audits provide the opportunity for the auditor to determine if the procedures have been followed and includes the opportunity to incorporate feedback from the auditee to determine if there is a non-compliance. All non-compliances are logged and tracked to verify that corrective actions have been implemented prior to closing out the audit.



▼ Discover

Measurements are built into each QMS procedure where there is an available metric to be tracked. Many of the QMS activities provide the opportunity for a simple compliance/non-compliance test, and there are certain activities that allow for analytical measurements.

▼ Improve

There are two methods employed for improving the Quality Management System: Direct input from users, and analysis of non-conformances. Direct input comes in the form of suggestions from users and comments received during training and auditing activities, and from unsolicited feedback to the Quality Director. Analysis of non-conformances is routinely performed by the Quality Director to identify where multiple instances have occurred, and a root cause analysis is performed to determine how the process can be improved.

The past record and performance on contracts with governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules.

Schedule and Budget

Many times the success of a project is measured not only by the outcome of the design and construction, but also by the ability to meet schedules and minimize costs. Gresham Smith is sensitive to these issues and makes it a priority to control the schedule and costs on all projects. We have relevant experience in working with contractors and owners on designing to meet a budget.

We continually track estimated costs from the early stages of the design, informing the owner of best value recommendations. As an example, the following recent multi-discipline projects have been delivered on budget, on time and to specification.

Past Performance

LFUCG - Town Branch Commons	On Budget Est. Construction: \$22,000,000 Act. Construction: \$20,193,934	Ahead of Schedule Est. Completion: 12/1/2022 Act. Completion: Ongoing
LFUCG - Sidewalks Connectivity Projects	On Budget Est. Construction: \$341,592.76 Act. Construction: \$288,347.27	Ahead of Schedule Est. Completion: 4/1/2018 Act. Completion: 4/1/2018
KYTC - KY 9	On Budget Est. Construction: \$5,041,346.63 Act. Construction: \$4,996,599.99	Ahead of Schedule Est. Completion: 8/1/2017 Act. Completion: 7/21/2017
Rutherford County - Judicial Center	On Budget Est. Construction: \$73,000,000 Act. Construction: \$73,000,000	Ahead of Schedule Est. Completion: 6/1/2018 Act. Completion: 4/25/2018
Confidential Fortune 500 Company - Crystal City Buildout	On Budget Est. Construction: \$2,607,105 Act. Construction: \$2,601,130	On Schedule Est. Completion: 10/31/2016 Act. Completion: 10/31/2016
The Hutton Company - Wal-Mart Neighborhood Market	On Budget Est. Construction: \$4,200,000 Act. Construction: \$4,200,000	On Schedule Est. Completion: 11/3/2014 Act. Completion: 11/3/2014
Bascom Palmer Eye Institute - New Outpatient Ambulatory Surgery Center	On Budget Est. Construction: \$9,000,000 Act. Construction: \$9,000,000	On Schedule Est. Completion: 1/1/2015 Act. Completion: 1/1/2015
Metro Public Health Department - Lentz Public Health Center	On Budget Est. Construction: \$26,800,000 Act. Construction: \$26,800,000	Ahead of Schedule Est. Completion: 7/15/2014 Act. Completion: 7/1/2014
Nashville Electric Service - Operations and Training Center	Under Budget Est. Construction: \$15,000,000 Act. Construction: \$12,300,000	On Schedule Est. Completion: 11/30/2015 Act. Completion: 11/30/2015





Section 5.0

Approach to Development & Marketing

Development Approach

We at Cushman & Wakefield have decades of experience delivering data driven approaches to the marketing of all property projects. Once we are engaged, we utilize a proven systematic phased marketing plan. Initially the property aspects are fully reviewed and detailed to create a comprehensive catalogue of data. High quality and visually appealing marketing materials are developed.



The Cushman & Wakefield global platform enables us to implement marketing campaigns on local, regional, and national basis. We keep all stakeholders involved and informed with regularly scheduled Teams calls and written reports. Our extensive data base includes thousands of industrial real estate users and our relationships enable us to reach a broad range of potential buyers. We envision that the property will draw attention from high tech, light manufacturing users as well as speculative developers. Collectively, our Team has closed thousands of transactions which gives us the experience and knowledge to advise our clients to the highest standards in the industry.

Cushman & Wakefield is the premier center for commercial real estate thought leadership. We set the standard for insightful forecasts, predictive analysis and data accuracy so clients can make smart, highly informed, strategic and expeditious real estate decisions.

Our in-house core marketing capabilities cover the entire real estate life-cycle including:

- Initial strategic review, property positioning and general project consultation
- Branding and graphic identity design and development
- Interactive media design, including websites, e-blasts, and online advertising
- Print design, including advertising
- Media planning, buying, negotiation and representation
- Post-campaign website tracking and analysis
- Social Media consultation/execution and campaign management/analysis to our clients to support their real estate requirements

Marketing Strategy



Social Media Advertising



Brochure



EBlasts



Drone Footage



Events



Signage

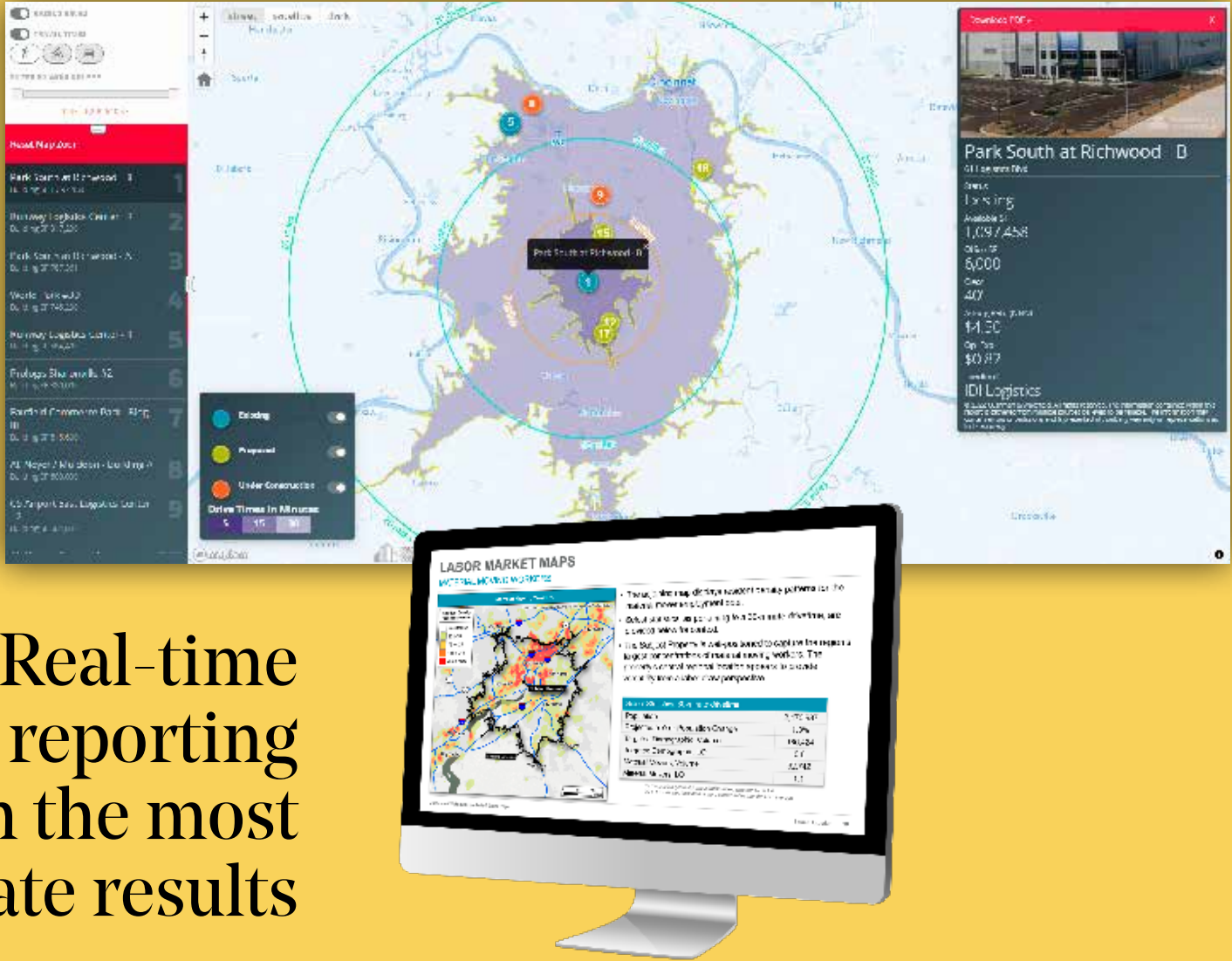




Innovation in Information

We realize the value of accurate and timely market information. Our company-wide commitment is to systematically collect, organize and analyze market data.

With a proprietary internal database amplified by strategic partnerships, we determine price movement, values, and trends and make accurate predictions of market projections. Our Research Services professionals produce quarterly market reports on individual markets, regional reports and global trend reports. Publishing industry-leading reports and tracking a variety of sector data, we deliver some of the best information in the business.



MARKETING ACTIVITY REPORT
PROLOGIS CINCINNATI PORTFOLIO

NORTHERN KENTUCKY PROSPECTS

Project	Size	Location	Owner	Leasing	Comments	Status
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000

MARKETING ACTIVITY REPORT
PROLOGIS CINCINNATI PORTFOLIO

COMPARABLE LEASES

Project	Size	Location	Owner	Leasing	Comments	Status
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000

MARKETING ACTIVITY REPORT
PROLOGIS CINCINNATI PORTFOLIO

COMPARABLE LEASES

Project	Size	Location	Owner	Leasing	Comments	Status
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000

MARKETING ACTIVITY REPORT
PROLOGIS CINCINNATI PORTFOLIO

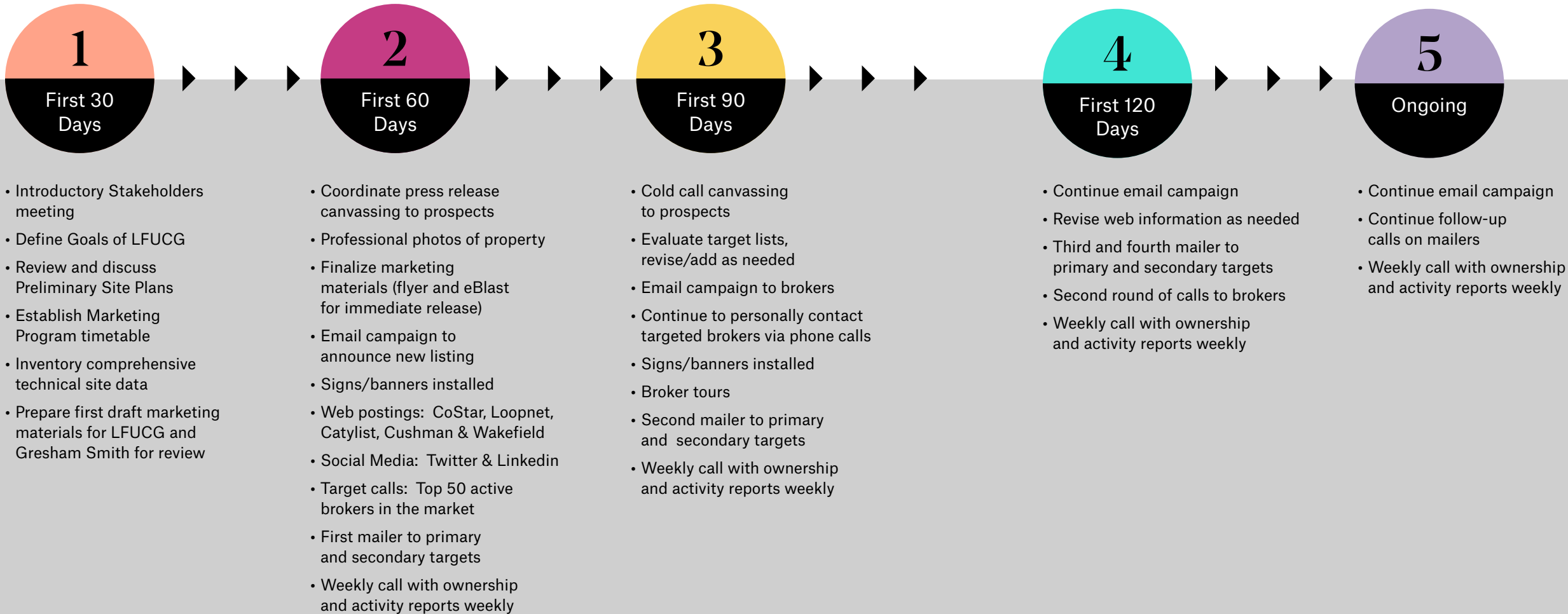
INDUSTRIAL MARKET SNAPSHOT

Project	Size	Location	Owner	Leasing	Comments	Status
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000
NEW KENTUCKY PROSPECT	10,000	10,000	10,000	10,000	10,000	10,000



Action Plan

Our innovative approach to marketing has been refined over the years as we always learn from our experience. Each new project has a set of marketing activities identified and placed into a timeline. Regular reporting keeps us accountable for adherence to the schedule. The marketing schedule will be closely coordinated with the timing of the infrastructure improvements to the property and focus on both the 200-acre and 50-acre sites.



Delivering
on your
goals and
priorities



Section 6.0

Approach to Benchmarking

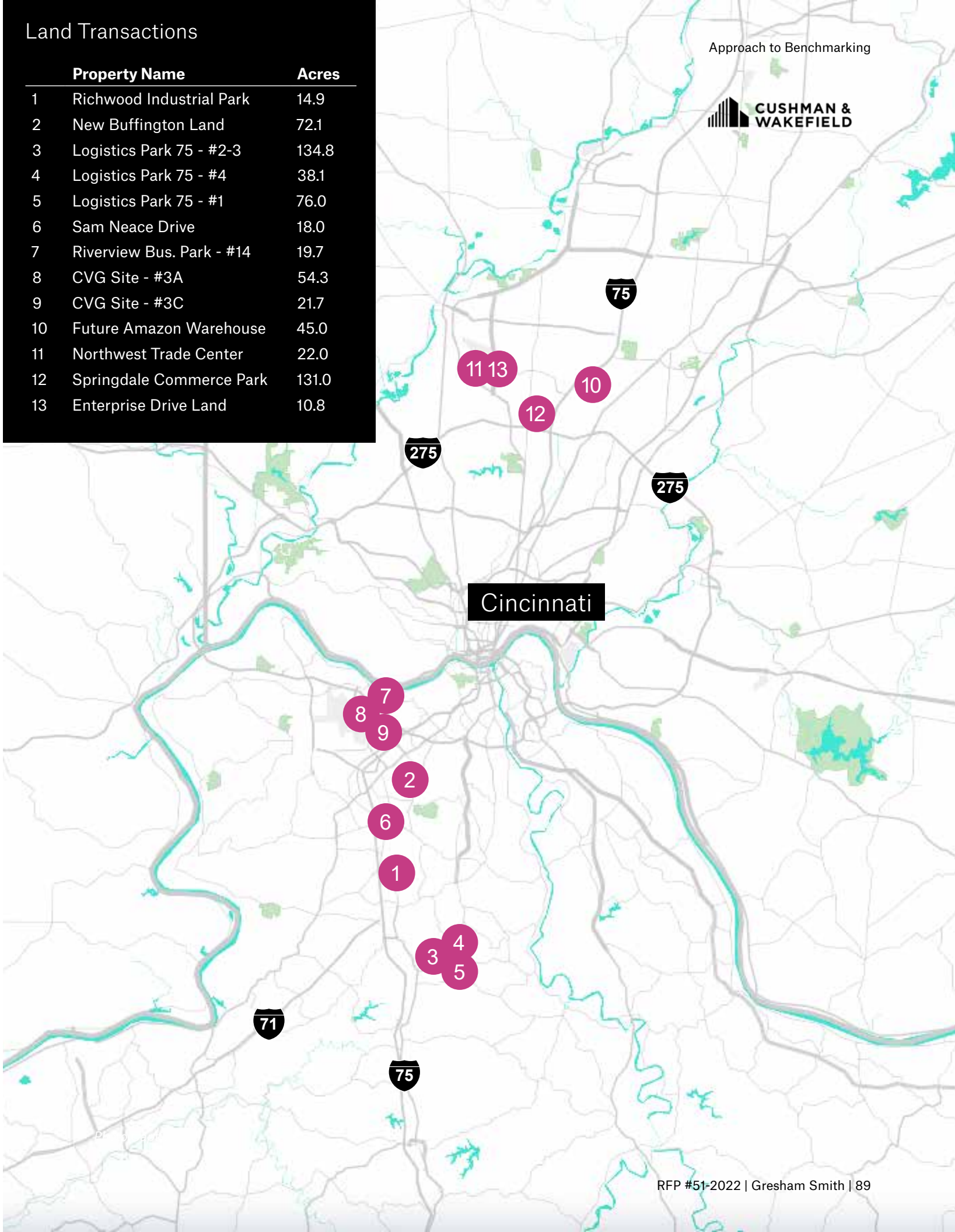
Benchmarking

The Cushman & Wakefield Industrial Services team has been working in this region for years and as the map shows, is well versed in industrial land transactions from large 130-acre to strategic 10-acre deals. This experience allows our team to deeply understand the market, potential end users and their values. Absorption rates of large land sites can vary widely depending upon whether the seller prefers to sell to one or two buyers in bulk or prefers to divide the site into smaller sites which can take considerably longer to absorb 100% of the site. Our experience tells us that given Legacy Business Park's unique site, market and desired end users, we will need to start by working with the IDA and key economic development stakeholders to define the goals and strategies for absorption for the park while focusing our efforts on benchmarking for sale prices to set effective and realistic expectations.

Your stated focus is on land sales. Our team has experience in benchmarking land site sale prices, using market data points that C&W will compile utilizing local, regional and our national data assets to assist the IDA and key decision makers in comparing transactions considering this site vs. others. Beyond the data itself, it is C&W's interpretation and understanding of transactions that provides our clients with deeper knowledge of how and why a transaction is suited for them or not. We understand your value statement and end goal to attract a great company or great companies who will in turn bring high paying jobs to Lexington. This will be the priority of our work.

Land Transactions

	Property Name	Acres
1	Richwood Industrial Park	14.9
2	New Buffington Land	72.1
3	Logistics Park 75 - #2-3	134.8
4	Logistics Park 75 - #4	38.1
5	Logistics Park 75 - #1	76.0
6	Sam Neace Drive	18.0
7	Riverview Bus. Park - #14	19.7
8	CVG Site - #3A	54.3
9	CVG Site - #3C	21.7
10	Future Amazon Warehouse	45.0
11	Northwest Trade Center	22.0
12	Springdale Commerce Park	131.0
13	Enterprise Drive Land	10.8



Our multi-disciplined team will help create smart solutions

with an approach that is hands-on and all-in.



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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

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

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

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

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

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

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

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

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

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

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

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

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

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

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

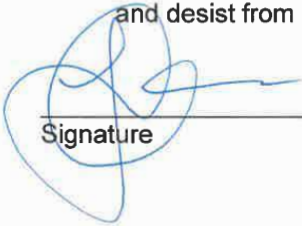
- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress,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

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

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

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

9.16.2022
Date

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

- 1. Affirmative Action Plan for his/her firm;
- 2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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


- 1. His/her name is Louis Johnson and he/she is the individual submitting the proposal or is the authorized representative of Gresham Smith, 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

EQUAL OPPORTUNITY AGREEMENT

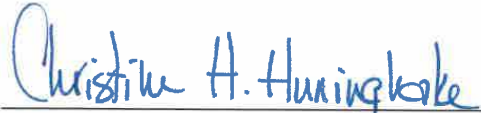
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.


STATE OF Kentucky
COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Louis Johnson on this the 19 day
of September, 2022.

My Commission expires: 3.24.2024


NOTARY PUBLIC, STATE AT LARGE
ID: KYNP2422



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.

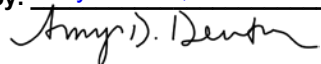

Signature

Gresham Smith
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Gresham Smith

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	104	71	24	5	0	1	1	0	0	2	0	0	0	0	0	79	25
Professionals	834	380	261	34	29	31	29	1	2	29	25	0	1	3	9	478	356
Superintendents																	
Supervisors																	
Foremen																	
Technicians	79	48	14	5	3	4	1	0	0	1	0	1	0	1	1	60	19
Protective																	
Para-																	
Office/Clerical	89	27	39	4	5	5	8	0	0	1	0	0	0	0	0	37	52
Skilled Craft																	
Service/Maintena																	
Total:	1106	526	338	48	37	41	39	1	2	33	25	1	1	4	10	654	452

Prepared by: Amy Denton, HRIS Manager Date: 08 / 23 / 2022
 (Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Gresham Smith

Complete Address: 333 W Vine St Lexington KY
Street City Zip

Contact Name: Louis Johnson Title: Project Executive

Telephone Number: 502.627.8924 Fax Number: _____

Email address: louis.johnson@greshamsmith.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwboe.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference # 51-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Third Rock Consultants, 2526 Regency Rd Ste 180, Lexington, KY 40503 859.977.2000 email	WBE	Environmental Planning	Estimated 7%	Estimated 7%
2. Rasor 7844 Remington Rd Cincinnati, OH 513.793.1234 email	WBE	Public Engagement	Estimated 3%	Estimated 3%
3. KS Ware & Associates 52 Lindsley Ave., Suite 101 Nashville, TN 37210 615.255.9702	WBE	Geotechnical Engineering	Estimated 10%	Estimated 10%
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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.

Gresham Smith

Company

9.19.22

Date

Louis Johnson

Company Representative

Project Executive

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference # 51-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Gresham Smith	Contact Person Louis Johnson
Address/Phone/Email 333 West Vine Street Suite 1650 Lexington, KY 40507 859.469.5610 louis.johnson@greshamsmith.com	Bid Package / Bid Date 51-2022 / September 19, 2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Third Rock Consultants 2526 Regency Rd Ste 180, Lexington, KY 40503	Molly Forcec	mforcec@thirdrockconsultants.com; 859.977.2000	6/24/22	Environmental	Email	7% Estimated	Female	N/A
Rasor 7844 Remington Rd Cincinnati, OH	Mimi Rasor	mforcec@thirdrockconsultants.com;	8/29/22	Public Engagement	Email	3% Estimated	Female	N/A
KS Ware & Associates 52 Lindsley Ave., Suite 101 Nashville, TN 37210	Nathan Long	nlong@ksware.com 615.255.9702	9/7/22	Geotechnical	Email	10% Estimated	Female	N/A

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Gresham Smith

Company

9.19.21

Date

Louis Johnson

Company Representative

Project Executive

Title



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

December 17, 2021

Julie Oliphant, Managing Principal
K. S. WARE & ASSOCIATES, LLC
127 Walton Ferry Road
Hendersonville, TN 37075

Subject: Annual DBE Certification Review - 2021

Dear Mrs. Oliphant:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, K. S. WARE & ASSOCIATES, LLC continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date each year, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7019 2280 0000 7825 7080

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFQ/Quote # 51-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

 X Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

 X Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

 X Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

 X Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

 X Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

X Negotiated in good faith with interested MWDDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

n/a Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n/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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

X Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

X Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Gresham Smith

Company
9.19.22

Date

Louis Johnson

Company Representative
Project Executive

Title

From: Molly C. Foree <mforee@thirdrockconsultants.com>
Sent: Friday, June 24, 2022 5:15 PM
To: Erin Hathaway <erin.hathaway@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirdrockconsultants.com>; Casey L. Mattingly <cmattingly@thirdrockconsultants.com>
Subject: [EXTERNAL] RE: Coldstream Pursuit

Hey Erin. Sure, that sounds great. I don't have anything show stopping on my calendar right now for July 6, 7, or 8 (a couple meetings I can probably work around). Just shoot me an invite.

Have a great weekend!

Molly Foree Cummins, President
Third Rock Consultants, LLC | 2526 Regency Road, Suite 180 | Lexington, KY 40503
Office: (859) 977-2000 | Mobile: (859) 619-8003 | www.thirdrockconsultants.com

From: Erin Hathaway <erin.hathaway@greshamsmith.com>
Sent: Friday, June 24, 2022 11:46 AM
To: Molly C. Foree <mforee@thirdrockconsultants.com>
Cc: Matt McLaren <mmclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>
Subject: Coldstream Pursuit

Hi Molly,

Hope your summer is going well. We are getting our ducks in a row and anticipating that the city will be putting out an RFP for the engineering and design work associated with the Coldstream master plan project. We think it will be out relatively soon. They mentioned they are working on the draft now. I'd like to schedule a call sometime in the next few weeks to strategize how we team up, scope, and fee. Looking ahead to the first week of July might be best timing wise. We can pencil something in on the calendar if you let me know what dates/times work best for you.

Thanks!

Erin Hathaway, PLA, ASLA
Project Manager, Senior Landscape Architect

From: Casey L. Mattingly <cmattingly@thirdrockconsultants.com>
Sent: Tuesday, August 30, 2022 12:15 PM
To: Erin Masterson <erin.masterson@greshamsmith.com>; Molly C. Foree <mforee@thirdrockconsultants.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirdrockconsultants.com>
Subject: RE: [EXTERNAL] RE: Coldstream Pursuit

Erin,

We will work to get this information together. Can you send us the RFP for our files? What is the due date of the RFP?

Casey Mattingly, P.E., Senior Engineer
Third Rock Consultants, LLC | 2526 Regency Road | Suite 180 | Lexington, KY 40503
Office: (859) 977 2000 | Cell: (859) 445-1682 | www.thirdrockconsultants.com

From: Erin Masterson <erin.masterson@greshamsmith.com>
Sent: Tuesday, August 30, 2022 10:14 AM
To: Molly C. Foree <mforee@thirockconsultants.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirockconsultants.com>; Casey L. Mattingly <cmattingly@thirockconsultants.com>
Subject: RE: [EXTERNAL] RE: Coldstream Pursuit

Molly,

The Coldstream RFP is out and we are pulling together material for the proposal. Please send along the stuff you would like us to include in the response and up to 4 project examples. As we draft the narrative project approach, I'll reach out if I need anything. Luckily this is qualifications based so we don't have to pull together a fee at this time. Let me know if you have any questions and Mackenzie will be coordinating the materials.

Thanks!

Erin Masterson, PLA, ASLA
Gresham Smith

Good morning Mackenzie,

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov

 LEXINGTON

From: Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Sent: Thursday, August 25, 2022 10:09 AM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: LFUCG Certified MBE List

You don't often get email from mackenzie.davis@greshamsmith.com. [Learn why this is important](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good Morning Sherita,

Gresham Smith is looking for teaming partners and wanted to ask if its possible to get a list of the LFUCG Certified MBEs?

Thanks!

Mackenzie Davis
Marketing Coordinator

From: Mimi **Rasor** <mimi@gorasor.com>
Sent: Tuesday, August 30, 2022 5:19:35 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Laura Whitman <laura@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: [EXTERNAL] Re: Legacy Business Park

Hi, Louis –

Thanks for reaching out! We appreciate you thinking of us. I wondered if you could tell us a little more about the role you envision for us on this project. We’re trying to be very thoughtful about what we take on and want to make sure this is a good fit from both a capabilities and time commitment perspective. Do you have other outreach partners who will also be on the team?

Thanks much,

Mimi

From: Louis Johnson <louis.johnson@greshamsmith.com>
Date: Monday, August 29, 2022 at 3:34 PM
To: Laura Whitman <laura@gorasor.com>; Mimi **Rasor** <mimi@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: Legacy Business Park

Laura & Mimi –

I hope this note finds you well. We are pursuing the LFUCG Legacy Business Park RFQ. We recently completed the master plan and are looking to put together a VERY strong team for this phase of work. They list public engagement, online/website types of tools and we thought you all might be perfect to bring in the fold.

Let me know what you think – I have copied Erin and Mackenzie if you are interested so we can start pulling materials together. This is due Sep 19th.

Thanks!

Louis

From: Laura Whitman <laura@gorasor.com>
Sent: Tuesday, September 6, 2022 8:39 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Mimi **Rasor** <mimi@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: Re: [EXTERNAL] Re: Legacy Business Park

Hi Louis –

I’m so sorry for the delay on our end. Last week was a whirlwind and Mimi had to leave of an out of town conference today, though she was hoping to get back with you before she left. You may still hear from her but I wanted to be sure to get back with you. Yes, we are certainly interested in this scope and the project; thank you for asking us! We had just needed to get a good understanding of what you wanted from us as our schedule is getting pretty full (nice problem to have!). Based on what you said in your email, we are good with preparing and managing a website and updates sent out via email. We were a little concerned that you might have needed us to be on the ground coordinating in-person outreach, but it sounds like that’s not the case. So, if you haven’t filled the slot yet, we’d be pleased to be part of your team!

Thanks Louis,
Laura

From: Louis Johnson <louis.johnson@greshamsmith.com>
Date: Tuesday, September 6, 2022 at 11:27 AM
To: Mimi **Rasor** <mimi@gorasor.com>; Laura Whitman <laura@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: RE: [EXTERNAL] Re: Legacy Business Park

Mimi & Laura – Have you all been able to make a decision on the Legacy Park RFQ? All good if you don’t have capacity or aren’t interested in the scope, but we would like to finalize our team.

Thank you for your consideration –

Louis

Louis R. Johnson, PLA, ASLA
Gresham Smith

From: Louis Johnson <louis.johnson@greshamsmith.com>
Sent: Wednesday, September 7, 2022 11:15 AM
To: nlong@kswarellc.com
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: Legacy Park RFQ

Nathan – Great chatting, thanks again for your interest in joining our team. I am copying Mackenzie Davis here who is coordinating our response and Erin Masterson who is managing the design team.

Mackenzie – Could you reach out to LFUCG purchasing to confirm KS Ware will qualify as a DBE firm, they are registered with KYTC, if they need to provide any documentation as such let us all know.

Please let us know if you have any questions at all –

Louis

Louis R. Johnson, PLA, ASLA
Gresham Smith
D: 502 627 8924

Re: Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Sent: Wednesday, September 7, 2022 11:27 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Nathan Long <nlong@kswarellc.com>
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: RE: Legacy Park RFQ

Hi Nathan,
Glad you're on the team! Louis, sounds good I will reach out to confirm with LFUCG.

And Nathan, for the proposal we'll need resumes for each team member. We're looking for:

- A headsheet
- Bio
- Years of experience
- Education
- Any membership/affiliations
- And if possible, a short list of relevant experience projects

Would it be possible to get this over to us by end of day Monday? Just let me know if not or if you have any questions. If re-formatting our content so no worries on the kind of file or layout you send us.

Thanks!

Mackenzie Davis
Gresham Smith
D: 615 718 8125
M: 615 221 8766

From: Nathan Long <nlong@kswarellc.com>
Sent: Monday, September 12, 2022 10:18 AM
To: Mackenzie Davis <mackenzie.davis@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: [EXTERNAL] RE: Legacy Park RFQ

Hi, Mackenzie.

I've attached the requested information for the Legacy Park solicitation. Let me know if you have any questions or need anything else.

Thanks!

Nathan Long, PE, PG
Senior Geotechnical Engineer
K. S. Ware and Associates, LLC
52 Lindsley Ave, Suite 101
Nashville, TN 37210
O: 615.255.9702
C: 615.336.8001
nlong@kswarellc.com
www.KSWareLLC.com

KSWA
[K S WARE & ASSOCIATES]

GENERAL PROVISIONS

- 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.
- Failure to submit ALL forms and information required in this RFQ may be grounds for disqualification.
- 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 RFQ. 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.
- 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.
- Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 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”.
- Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 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 RFQ to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor’s failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics’ liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

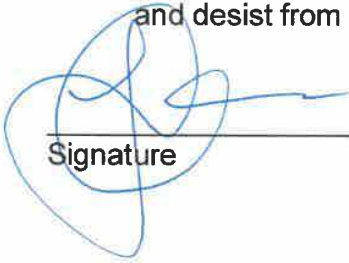
- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

be signed by a duly authorized officer, agent or employee of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

9.16.2022
Date

- (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	\$100,000
Professional (E&O) Liability	\$1 million per occurrence
Excess/Umbrella Liability	\$10 million per occurrence

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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by 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. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
INSURED Gresham Smith 222 2 Avenue South Suite 1400 Nashville TN 37201-2308 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Ins. Co. of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

Certificate No : 570095127775

COVERAGES	CERTIFICATE NUMBER: 570095127775	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

Limits shown are as requested

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				7034371592	08/31/2022	08/31/2023	EACH OCCURRENCE		\$1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$100,000			
	<input type="checkbox"/>				MED EXP (Any one person)				\$15,000			
	<input type="checkbox"/>				PERSONAL & ADV INJURY				\$1,000,000			
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$2,000,000			
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>				LOC	PRODUCTS - COMP/OP AGG		\$2,000,000
	<input type="checkbox"/>	OTHER:										
A	AUTOMOBILE LIABILITY					7034183705	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident)		\$1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)			
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)							
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)							
	<input type="checkbox"/>											
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	7034183722	08/31/2022	08/31/2023	EACH OCCURRENCE		\$2,000,000	
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE		\$5,000,000	
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$10,000								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N <input type="checkbox"/>	N / A	7034183719	08/31/2022	08/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					7034347034	08/31/2022	08/31/2023	E.L. EACH ACCIDENT		\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					CA			E.L. DISEASE-EA EMPLOYEE		\$1,000,000	
									E.L. DISEASE-POLICY LIMIT		\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 44108.00, Blue Grass Airport On-call Environmental Support; Environmental Services Contract with Blue Grass Airport, Lexington, KY. Lexington-Fayette Urban County Airport Board is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy is Follow Form for the provisions evidenced for the General Liability coverage.

CERTIFICATE HOLDER

Lexington-Fayette Urban
County Airport Board
4000 Terminal Drive, Suite 206
Lexington KY 40510 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Non Risk Services South Inc.

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** is **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Judy Witt	
RSC Insurance Brokerage, Inc.		PHONE (A/C, No, Ext):	FAX (A/C, No):
104 Woodmont Blvd.		E-MAIL ADDRESS: jwitt@risk-strategies.com	
Suite 400			
Nashville	TN 37205	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : XL Specialty Insurance Company	37885
INSURED		INSURER B :	
Gresham Smith		INSURER C :	
222 2nd Avenue South		INSURER D :	
Suite 1400		INSURER E :	
Nashville	TN 37201-2308	INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 07/22/22 --	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability				DPR9996784	08/01/2022	08/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GS Project #44108.00.
Project Name: Blue Grass Airport On-call Environmental Support.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Airport Board
4000 Terminal Drive, Suite 206

Lexington KY 40510

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

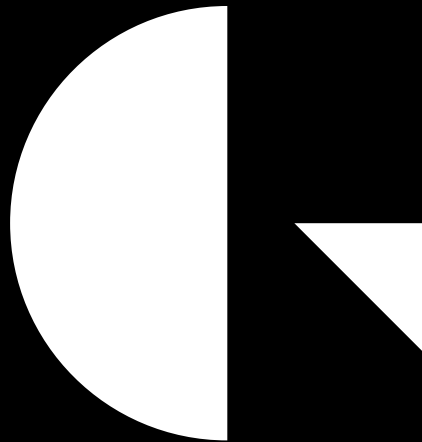
RSC Insurance Brokers Inc.

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Gresham Smith



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