#### PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the \_\_\_\_\_day of \_\_\_\_\_, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and GRESHAM SMITH (PROFESSIONAL). OWNER intends to proceed with a Master Plan for Coldstream Regional Park (224-acres) in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning, engineering, and analysis services for the city as contemplated in the OWNER's Request for Proposal No. 3-2024. The services are hereinafter referred to as the Project.

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

**PROFESSIONAL** was selected by **OWNER** based upon its response to the Request for Proposal No. 3-2024.

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

#### SECTION 1 - BASIC SERVICES OF PROFESSIONAL

**PROFESSIONAL** shall perform professional services as hereinafter stated which include customary planning, analysis, and design incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 3-2024 (Exhibit "A") and PROFESSIONAL's Response, dated January 30, 2024 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 3-2024 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

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

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

The General Condition provisions of RFP No. 3-2024 are incorporated herein by reference as if fully stated.

#### SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

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

#### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

- **3.1.** Provide criteria and information as to **OWNER'S** requirements for the Project, including study objectives and constraints, performance requirements, and any budgetary limitations. **PROFESSIONAL** may reasonably rely upon the accuracy and completeness of the information provided by the **OWNER**.
- **3.2.** Assist **PROFESSIONAL** by placing at his disposal available information pertinent to the Project.
- **3.3.** Examine all studies, models, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define

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

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. In the performance of the services under this Agreement, the Professional shall comply with the deadlines provided in Exhibit B, and the final master plan shall be presented to Owner's administration no later than November 15, 2024.
- **4.2.** The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

#### SECTION 5 - PAYMENTS TO PROFESSIONAL

#### 5.1 Methods of Payment for Services of PROFESSIONAL

#### 5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

| Cost (Total Cost of Services Below)                   | \$189,458 |
|---|-----------|
| Task A – Community Engagement:                        | \$56,000  |
| Task B – Conceptual/Schematic Park Master Plan Update | \$41,250  |
| Task C – Design Development & Cost Estimate           | \$73,804  |
| Task D – Meetings & Milestones                        | \$18,404  |

#### **5.2.** Times of Payment.

**5.2.1. PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

#### **5.3.** Other Provisions Concerning Payments.

- **5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.
- **5.3.2.** In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.
- **5.3.3.** In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

#### SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

#### 6.1. Termination

- **6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.
- **6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

#### 6.2. Ownership and Reuse of Documents.

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

#### 6.3. Legal Responsibilities and Legal Relations.

- **6.3.1.** The **PROFESSIONAL** shall familiarize himself with and shall at all times comply with all applicable federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.
- **6.3.2.** In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.
- **6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

#### 6.4. Successors and Assigns.

- **6.4.1. PROFESSIONAL** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- **6.4.2.** The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.
- **6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

#### 6.5. Disputes.

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

#### 6.6. Accuracy of PROFESSIONAL'S Work.

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

The PROFESSIONAL shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the OWNER, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the PROFESSIONAL, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the OWNER, the PROFESSIONAL has made a statement that, to the best of its belief and knowledge, the information is accurate within the appropriate standard of skill and care. Failure on the part of PROFESSIONAL to provide the expected level of accuracy may be grounds for the OWNER to disqualify PROFESSIONAL from consideration for future PROFESSIONAL service agreements.

#### 6.7. Security Clause.

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

#### 6.8. Access to Records.

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

after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

#### 6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 3-2024 are incorporated herein by reference as if fully stated, subject to the following amendments of paragraphs 1-3. All remaining paragraphs contained in the Risk Management Provisions of RFP No. 3-2024 shall remain unchanged. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

- (1) To the extent permitted by law, Organization shall indemnify and hold LFUCG harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or-omissions-of Organization, its employees and its other consultants in the performance of professional services under this Agreement. Organization's obligation to indemnify and hold harmless LFUCG and its elected and appointed officials and employees does not include a duty to provide upfront defense.
- (2) Other than claims arising out of the performance of professional services and to the extent permitted by law, Organization shall indemnify, defend and hold LFUCG and LFUCG's elected and appointed officials and employees harmless from and against liability for claims, suits, or actions of any kind where such liability arises out of or is in connection with the personal negligent acts or willful misconduct of this Agreement by Organization or any individual or entity for whom Organization bears legal liability and which results in bodily injury to any individual or entity (including the employees or officers of the Organization) or for property damage. Organization shall defend such allegations and shall bear all costs, fees, 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.
- (3) Removed.

#### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

#### **SECTION 8 - SPECIAL PROVISIONS**

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

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

**OWNER** (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

| Printed Name: Evin Masterson   |
|--|
| Position: Project Manager  |
| Date: 3.11.2024  |
|  |
| COMMONWEALTH OF KENTUCKY COUNTY OF (Fayette)   |
| The foregoing instrument was subscribed, sworn to and acknowledged before me by <u>tin Masterson</u> as <u>project Manager</u> for and on behalf of <u>Gresham Shirth</u> , on this the <u>(1th</u> day of |
| My commission expires: February 20th, 2027  NOTARY PUBLIC, STATE AT LARGE, KY  |
| REBEKAH FORD HICKS Notary Public Commonwealth of Kentucky Commission Number KYNP67276 My Commission Expires Feb 20, 2027   |

#### **EXHIBIT A**

RFP #3-2024



# Lexington-Fayette Urban County Government

### Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #3-2024 Consultant for Coldstream Regional Park Master Plan to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 30, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

#### Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

#### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

#### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

#### The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

#### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

#### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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") <u>may</u> use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

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

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

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

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

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

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."
- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
  - a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

| Signature | Date |
|-----------|------|

#### **SELECTION CRITERIA:**

#### Selection Criteria.

- 1. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g., team)) with the type of service requested 30 pts
- 2. Capacity of the person, firm or team to perform the work, including any specialized services, within the time limitations 30 pts
- 3. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules 10 points
- 4. Degree of local employment to be provided by the person, firm or team in the performance of the contract 10 points
- 5. The total estimated cost of services. Use the table in SECTION 6 to provide the cost of services by task 20 points

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

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

#### Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

#### **AFFIDAVIT**

| Comes          | s the Affia | ant,                                  |            |       |     | , and afte | r being first duly  |
|----------------|-------------|---------------------------------------|------------|-------|-----|------------|---------------------|
| sworn, states  | under per   | nalty of perjury a                    | as follows | 3:    |     |            |                     |
| 1. His/her r   | name is _   |                                       |            |       |     | and he/she | is the individual   |
| submitting     | the         | proposal                              | or         | is    | the | authorized | representative      |
| of             |             | · · · · · · · · · · · · · · · · · · · |            |       |     | , the      | e entity submitting |
| the proposal ( | (hereinafte | r referred to as                      | "Propose   | er"). |     |            |                     |

- 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 Procurement 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

|       | e or should have been aware that his conduct is of that r | lature or that the circ | umstance |
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|       | Further, Affiant sayeth naught.                           |                         |          |
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| STAT  | E OF  |                         |          |
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|       |   |                         |          |
|       | The foregoing instrument was subscribed, sworn to an      | d acknowledged bet      | fore me  |
|       |   |                         |          |
| by    |   | on this the             | day      |
|       | , 20  | on this the             | day      |
|       | , 20  |                         | day      |
|       |   |                         | day      |
|       | , 20  |                         | day      |
|       | , 20  My Commission expires:                              |                         | day      |
|       | , 20  |                         | day      |
|       | , 20  My Commission expires:                              |                         | day      |

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

#### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

| <u>Bidders</u>  |  |                                   |
|---|--|-----------------------------------|
| I/We agree to comply with the Civil Rights Laws veterans, handicapped and aged persons. | listed above that govern employment rigl | hts of minorities, women, Vietnam |
| O'markens   | Alexand Devices                          | _                                 |
| Signature   | Name of Business                         |                                   |
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#### **WORKFORCE ANALYSIS FORM**

| Name of Organization: |  |
|-----------------------|--|
|                       |  |

| Categories       | Total | Wh<br>(No<br>Hispa<br>oi<br>Latii | ot<br>anic<br>r |   | oanic<br>atino | Afri<br>Ame<br>(N<br>Hisp | ck or<br>can-<br>erican<br>Not<br>canic<br>atino | Haw<br>ar<br>Otl<br>Pad<br>Islar<br>(N<br>Hisp | tive aiian aid her cific nder lot banic atino | Asi<br>(N<br>Hisp<br>or La | ot<br>anic | Amer<br>India<br>Alas<br>Nat<br>(no<br>Hisp<br>or La | in or<br>kan<br>ive<br>ot<br>anic | Two<br>mo<br>rac<br>(N<br>Hispa<br>o<br>Lati | ore<br>es<br>ot<br>anic<br>r | То | tal |
|------------------|-------|-----------------------------------|-----------------|---|----------------|---------------------------|--|--|---|----------------------------|------------|--|-----------------------------------|--|------------------------------|----|-----|
|                  |       | М                                 | F               | M | F              | М                         | F  | М  | F   | М                          | F          | М  | F                                 | М  | F                            | M  | F   |
| Administrators   |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Professionals    |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Superintendents  |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Supervisors      |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Foremen          |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Technicians      |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Protective       |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Para-            |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Office/Clerical  |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Skilled Craft    |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Service/Maintena |       |                                   |                 |   |                |                           |  |  |   |                            |            |  |                                   |  |                              |    |     |
| Total:           |       |                                   |                 |   | _              |                           | _  | _  | _   |                            |            |  |                                   |  |                              |    |     |

| Prepared by: _ | Date:/           |                     |
|----------------|------------------|---------------------|
|                | (Name and Title) | Revised 2015-Dec-15 |

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

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

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 Procurement Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

| Firm Submitting Prop | osal:  |             |     |
|----------------------|--------|-------------|-----|
| Complete Address:    | Street | City        | Zip |
| Contact Name:        |        | Title:      |     |
| Telephone Number:    |        | Fax Number: |     |
| Email address:       |        |             |     |

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

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

<u>Note</u>: 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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program 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 Procurement):

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<br>Business Development | Tyrone Tyra                               | ttyra@commercelexington.com   | 859-226-1625 |  |
| Tri-State Minority Supplier Diversity<br>Council      | Susan Marston                             | smarston@tsmsdc.com           | 502-365-9762 |  |
| Small Business Development Council                    | Shawn Rogers<br>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<br>Business Council (WBENC) | Sheila Mixon                              | smixon@orvwbc.org             | 513-487-6537 |  |
| Kentucky MWBE Certification Program                   | Yvette Smith, Kentucky<br>Finance Cabinet | Yvette.Smith@ky.gov           | 502-564-8099 |  |
| National Women Business Owner's<br>Council (NWBOC)    | Janet Harris-Lange                        | janet@nwboc.org               | 800-675-5066 |  |
| Small Business Administration                         | Robert Coffey                             | robertcoffey@sba.gov          | 502-582-5971 |  |
| LaVoz de Kentucky                                     | Andres Cruz                               | lavozdeky@yahoo.com           | 859-621-2106 |  |
| The Key News Journal                                  | Patrice Muhammad                          | production@keynewsjournal.com | 859-685-8488 |  |



## LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_\_\_\_\_

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

| MWDBE Company, Name,<br>Address, Phone, Email | MBE<br>WBE or<br>DBE | Work to be Performed | Total Dollar<br>Value of the<br>Work | % Value of<br>Total Contract |
|---|----------------------|----------------------|--------------------------------------|------------------------------|
| 1.  |                      |                      |                                      |                              |
|   |                      |                      |                                      |                              |
| 2.  |                      |                      |                                      |                              |
|   |                      |                      |                                      |                              |
| 3.  |                      |                      |                                      |                              |
|   |                      |                      |                                      |                              |
| 4.  |                      |                      |                                      |                              |
|   |                      |                      |                                      |                              |
|   |                      |                      |                                      |                              |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

| Company | Company Representative |
|---------|------------------------|
|         |                        |
| Date    | Title                  |



## LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #\_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| MWDBE Formally<br>Contracted/ Name,<br>Address, Phone,<br>Email | Work to Be<br>Performed              | Reason for the<br>Substitution              | Total Dollar<br>Value of the<br>Work                     | % Value of Total<br>Contract   |
|---|--------------------------------------|---|--|--|
|   |                                      |   |  |  |
|   |                                      |   |  |  |
|   |                                      |   |  |  |
|   |                                      |   |  |  |
|   |                                      |   |  |  |
|   | Contracted/ Name,<br>Address, Phone, | Contracted/ Name, Performed Address, Phone, | Contracted/ Name, Performed Substitution Address, Phone, | Contracted/ Name, Performed Substitution Value of the Address, Phone, Work |

| 9       | s that any misrepresentation may result in termination of the contract and/or be subject to ws concerning false statements and false claims. |
|---------|--|
| Company | Company Representative   |
| Date    | Title  |



# MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_\_\_\_\_

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

| Company Name               |                       | Contact Person   |                   |                                |   |  |                          |         |
|----------------------------|-----------------------|--|-------------------|--------------------------------|---|--|--------------------------|---------|
| Address/Phone              | /Email                |  |                   | Bid Package / Bid Date         |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
| MWDBE<br>Company Addres    | Contact<br>Person     | Contact<br>Information<br>(work phone,<br>Email, cell) | Date<br>Contacted | Services<br>to be<br>performed | Method of<br>Communication<br>(email, phone<br>meeting, ad,<br>event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|                            |                       |  |                   |                                |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
|                            |                       |  |                   |                                |   |  |                          |         |
| NA= Native A The undersign | American<br>ed acknow | vledges that all                                       | information       | is accurate.                   | Any misrepresentat  | = Asian American  ion may result in to tements and claims    | ermination               |         |
| Company                    |                       |  |                   | _                              | Company Represe   | ntative  |                          |         |
| Date                       |                       |  |                   | -<br>7                         | -<br>Title  |  |                          |         |



Bid/RFP/Quote #\_

#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

Total Contract Amount Awarded to Prime Contractor for this Project

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

| Project Name/ Contract #  Company Name:                       |                        |                                | Work Period/ From:                                  |                   |   | To:                                |                                  |
|---|------------------------|--------------------------------|---|-------------------|---|------------------------------------|----------------------------------|
|   |                        |                                |   | Address:          |   |                                    |                                  |
| Federal Tax ID:   |                        |                                |   | Contact Person    | n:  |                                    |                                  |
| Subcontractor<br>Vendor ID<br>(name, address,<br>phone, email | Description<br>of Work | Total<br>Subcontract<br>Amount | % of Total Contract Awarde to Prim for this Project | this Period       | Purchase Order number for subcontractor work (please attach PO) | Scheduled<br>Project<br>Start Date | Scheduled<br>Project<br>End Date |
|   |                        |                                |   |                   |   |                                    |                                  |
|   |                        |                                |   |                   |   |                                    |                                  |
|   |                        |                                |   |                   |   |                                    |                                  |
| By the signature be of the representation prosecution under   | ons set forth belo     | ow is true. Any                | misrepres   | sentations may re | sult in the termina   | ation of the co                    |                                  |
| Company   |                        |                                | C   | Company Repres    | sentative   |                                    |                                  |
| Date  |                        |                                | Ī   | itle              |   |                                    |                                  |

## LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_\_\_\_\_

| By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.  |
|---|
| Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate. |
| Included documentation of advertising in the above publications with the bidders good faith efforts package   |
| Attended LFUCG Procurement Economic Inclusion Outreach event  |
| Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities   |
| Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses   |
| Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).   |
| Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.   |
| Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.  |
| Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.   |
| Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.  |
| Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items  |

| Date    | _   | Title   |
|---------|---|---|
| Company |   | Company Representative  |
| _       | of the contract and/or be subject to  | is accurate. Any misrepresentations may result applicable Federal and State laws concerning   |
|         | cause for rejection of bid. Bidders relevant to this requirement which                                    | documentation requested in this section may be may include any other documentation deemed is subject to approval by the MBE Liaison. forts must be submitted with the Bid, if the   |
|         |   | nat the bidder submits which may show that the faith efforts to include MWDBE and Veteran   |
|         | Made efforts to expand the businesses beyond the usual geogra   | search for MWBE firms and Veteran-Owned phic boundaries.  |
|         | Veteran-Owned businesses to obtain  | tance to or refer interested MWDBE firms and<br>in the necessary equipment, supplies, materials,<br>the work requirements of the bid proposal   |
|         | unacceptable. The fact that the bic<br>contract work with its own force<br>rejecting a MWDBE and/or Veter | d reasons why the quotations were considered der has the ability and/or desire to perform the s will not be considered a sound reason for ran-Owned business's quote. Nothing in this aire the bidder to accept unreasonable quotes in ran goals. |
|         | firms and Veteran-Owned busines   | quotations received from interested MWDBE ses which were not used due to uncompetitive eptable and/or copies of responses from firms abmitting a bid.   |
|         | businesses not rejecting them as a<br>thorough investigation of their cap                                 | n interested MWDBE firms and Veteran-Owned inqualified without sound reasons based on a pabilities. Any rejection should be so noted in an agreement could not be reached.  |
|         | · · · · · · · · · · · · · · · · · · ·   | facilitate MWDBE and Veteran participation, ay otherwise perform these work items with its  |

Date

#### **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

- 9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

| Signature | Date |
|-----------|------|

### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

#### INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- 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.

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 \$1 million per occurrence, \$2 million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single limit

Auto Liability \$1 million per occurrence

Worker's Compensation Statutory

Employer's Liability \$100K

Professional (E&O) Liability \$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### **Deductibles and Self-Insured Programs**

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

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

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

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

00548704

# RFP #3-2024 REQUEST FOR PROPOSALS MASTER PLAN DESIGN SERVICES FOR COLDSTREAM REGIONAL PARK

The City of Lexington, Division of Environmental Services, is seeking proposals from qualified professional firms to complete a new master plan for Coldstream Regional Park. An original master plan was created in 1999 (Attachment A), and since that time, several items have been implemented and the direction of the park changed to accommodate current needs of the community. The plan shall create a clear, implementable master plan concentrating on incorporating the environmental, historical and recreational elements and resources of this area.

In 1991, Lexington Parks and Recreation acquired the Coldstream Regional Park (1875 Newtown Pike, 1351 Bull Lea Rd, and 1420 Bull Lea Rd) located at Newtown Pike and Citation Blvd (Figure 1) from the University of Kentucky (UK). This 224-acre park has a variety of current and potential activities, including, but not limited to, walking trails (Legacy Trail), dog-park, open recreational fields, wildlife corridors and much more. In addition, there is a conservation easement, held by the Greenspace Trust, that encompasses a portion of the Legacy Trail, a stream restoration project, parking area and much more. Much of the undeveloped acreage in the park falls within the extents of the FEMA-mapped floodplain for Cane Run Creek.

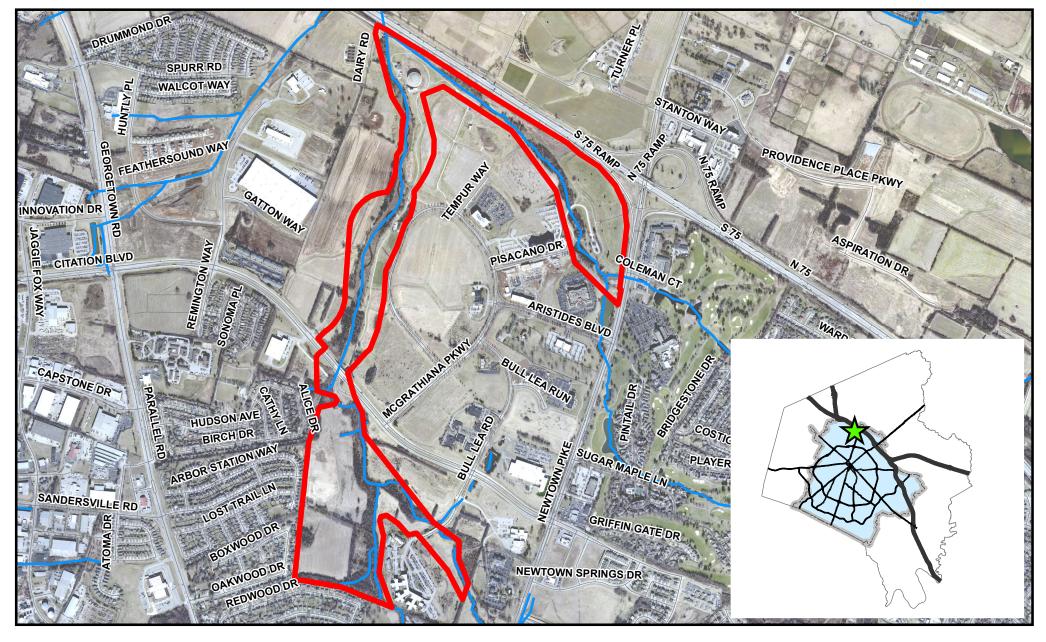
The area has a rich history as an iconic central Kentucky farm, and remnant building footprints can still be seen throughout the park. The surrounding area has been developed over the years to include light industrial, commercial, and residential properties, as well as hotels. This park has a unique opportunity to encompass several activities and promote interaction with the surrounding community.

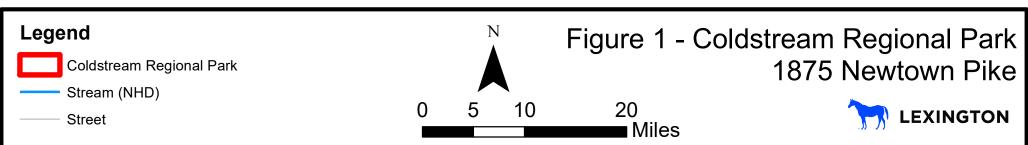
Based on the original agreement with UK, un-programmed and passive recreational activities shall be promoted within this area to sustain the environmental integrity wherever possible.

The overall goal of this project is to create a detailed master plan that includes schematics for plant enhancement areas, integrate historic experiences, promote environmental and ecological areas, and create general feasibility information for the construction and maintenance of recreational areas. These recreational areas could include, but are not limited to, playground/play pods, open recreational fields, disc golf, walking trails and picnic shelter(s)/areas.

#### **SECTION 1: SCOPE OF WORK**

A new Coldstream Master Plan shall be created using the below tasks, past design work, current national parks and recreation trends, local recreational demand, industry best practices, environmental best practices and the 2018 Park System Master Plan. It is expected that this process will include robust community engagement, focus on access and equity and yield a detailed scope and program for future park development.





#### TASK A – COMMUNITY ENGAGEMENT

The Consultant shall have team member(s) specializing in community engagement. Proposals should fully detail the proposed approach to gathering community input, including the scope and methods, included in the proposed fee. At a minimum, the Consultant team shall include elected officials, city administration, staff from Environmental Services, Parks and Recreation and other city divisions, neighborhood associations, business/corridor associations, stakeholders and the general public. They shall document all input received into a report and utilize the data to suggest a prioritized program for the new park.

#### TASK B - CONCEPTUAL/SCHEMATIC PARK MASTER PLAN UPDATE

Guided by current efforts and community input, the Consultant will develop a conceptual/schematic park design (park master plan update). At a minimum, the conceptual/schematic plan will consider sports courts and fields, parking, public restrooms, shared use trails, playground(s)/play pods, nature-focused outdoor programming space, dogpark, a 36-hole disc golf course and park shelter(s)/picnic areas. The master plan draft will be shared publicly and comments gathered to inform Design Development.

#### **TASK C - DESIGN DEVELOPMENT & COST ESTIMATE**

Upon approval of the conceptual/schematic park master plan, the Consultant shall create design development drawings and an associated cost estimate for each element proposed. Each element shall be drawn for independent implementation as funding becomes available.

The Consultant shall provide plans and any 3D renderings, sections, elevations or other graphics required to communicate the design. These plans shall be in AutoCAD .dwg and PDF format. Any GIS information gathered during this design shall also be given to LFUCG in an .sde/.gdb format.

#### **TASK D - MEETINGS & MILESTONES**

The Consultants shall be expected to attend the following meetings:

- Project kick-off with LFUCG stakeholders
- All community engagement meetings
- 50% and 90% completion of conceptual/schematic design
- Post master plan reveal and community input
- 50%, 75% and 90% design development / cost estimate

At least two formal presentations to city administration and elected council representatives shall be included in the scope.

#### **Key LFUCG Stakeholders**

- LFUCG Environmental Services
- LFUCG Water Quality
- LFUCG Parks & Recreation
- LFUCG MPO
- LFUCG Greenspace Trust
- LFUCG Economic Development

#### **SECTION2: PROJECT TIMELINE**

The consultant shall provide a timeline in the proposal with milestones noted in Task D. The final master plan should be completed and presented to city administration no later than November 15, 2024.

#### **SECTION 3: PROPOSAL EVALUATION CRITERIA**

The review of all submissions shall be performed by the Selection Workgroup, which shall recommend award to the Urban County Council for approval. In the evaluation of each submission, the Selection Workgroup will apply the following criteria:

- 1. 30% Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g., team)) with the type of service requested:
  - The proposal should clearly identify the following primary project team members, with their discipline(s) and office location of primary residence. Disciplines/Expertise may reside in one or multiple persons/firms.
    - a) Project Manager
    - b) Principal Project Engineer(s), Architects and/or Landscape Architects licensed in the state of Kentucky
    - c) Botanist or Plant Specialist
    - d) Community Engagement Specialist
  - ➤ The proposal should contain only those resumes of the primary project team members or those providing measurable services to project delivery. Include the office of primary residence (e.g., Lexington, KY) for each individual. The content of each resume should be limited to one page each per person, and only include experience directly relevant to the services requested in this proposal.
- 2. 30% Capacity of the person, firm or team to perform the work, including any specialized services, within the time limitations.
  - > The proposal should include descriptions of up to three (3) similar projects successfully completed by the proposed project team members and/or firm(s). Provide contacts for references on each project.
  - Proposed timeline of project with milestones.

- 3. 10% Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules.
- 4. 10% Degree of local employment to be provided by the person, firm or team in the performance of the contract.
- 5. 20% The total estimated cost of services. Use the table in SECTION 6 to provide the cost of services by Task.

Proposals shall contain appropriate information necessary to be evaluated on for the specified criteria. A committee composed of elected officials and Urban County Government staff will evaluate the proposals.

#### **SECTION 4: METHOD OF INVOICE AND PAYMENT**

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report based on the approved format. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Environmental Service's Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt. The Consultant shall not invoice more than 95% of the agreed Task amount prior to acceptance of the final documents related to that Task or more than 95% of the total contract amount prior to final acceptance of all deliverables.

Regardless of the invoices submitted by the Consultant, the Division of Environmental Services shall not approve a greater percentage of payment than outlined in the following schedule.

| Fee / Billing Schedule  | Invoice |
|---|---------|
| Project Kick-Off and Background Information                   | 10%     |
| Initial Community Engagement                                  | 20%     |
| Submission of 50% Master Plan Design and Associated Meetings  | 35%     |
| Submission of 100% Master Plan Design and Associated Meetings | 50%     |
| Submission of 50% Design Development and Associated Meetings  | 65%     |

| Submission of 75% Design Development and Associated Meetings                      | 80%  |
|---|------|
| Submission of 100% Design Development, Construction Costs and Associated Meetings | 90%  |
| Submission of Final Deliverables  | 100% |

#### **SECTION 5: STOP WORK NOTICE**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division Environmental Services immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the amount of the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Work. Work shall not recommence without written notification from the Division of Environmental Services. The Consultant shall submit all requests for changes to the Division of Environmental Services in writing and shall be present when the issue is discussed before the Urban County Council. Failure by LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Work.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

#### **SECTION 6: FEE SCHEDULE**

| Task   | Fee (Lump Sum) |
|--|----------------|
| Task A – Community Engagement                            |                |
| Task B – Conceptual/Schematic Park Master Plan<br>Update |                |
| Task C –Design Development & Cost Estimate               |                |
| Task D – Meetings & Milestones                           |                |
| Total  |                |

## ATTACHMENT A 1999 COLDSTREAM REGIONAL PARK MASTER PLAN



### Introduction

John L. Carman and Associates, Inc. was selected as a consultant to prepare a master plan for the development of Coldstream Park in Lexington, Kentucky. In order to gather public input, an informal committee was created consisting of key stakeholders in the project. Representatives from adjacent neighborhood associations, adjacent businesses, the public schools, the Natural Resource Conservation Service, the Lexington-Fayette Urban County Government Division of Planning, Division of Engineering, and Division of Parks and Recreation attended one or more of a series of workshops. The workshops were held in order to determine exactly what elements might be programmed for the Park and to review concepts and ideas developed by the consultant.

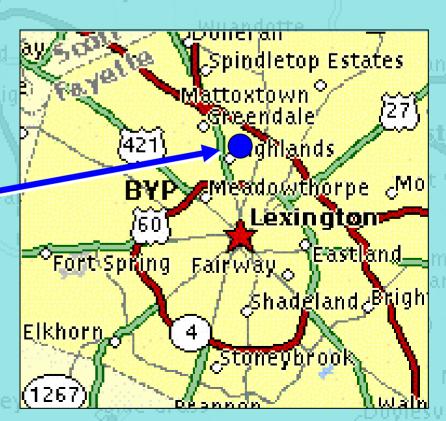
Coldstream Park consists of approximately 224 acres, the majority of which is floodplain associated with the Cane Run Creek watershed. This linear park is intertwined with the remainder of Coldstream Farm, which is currently being developed as a Research Park. The Research Park is being developed by the University of Kentucky that has owned and operated Coldstream Farm as an agricultural research facility for decades. Located at the I-75/64 and Newtown Road interchange, Coldstream Farm occupies a prominent position at the "front door" entrance for commerce and visitors to Lexington. In an agreement designed to mutually benefit the Research Park, the citizens of the community of Lexington, and the Cane Run Creek natural environment, the University of Kentucky granted the Park land to the LFUCG specifying that the land be used as a "passive" park.

The following report summarizes the objectives, opportunities, constraints, concepts, images and designs generated through the master plan process.

## **Coldstream Park Location:**

- Northern Lexington
- Newtown Road and Interstate 75/64
- □ Forms North and West border of Coldstream Research Campus
- □ Parallel with Cane Run Creek

Coldstream Park



# **Objective Statement**

The property shall be utilized solely as Open **Space Land devoted to Passive Recreation** defined as open areas; nature walks and areas; picnic facilities; hiking paths; bicycle paths; and shelters and buildings consistent with the natural environment of the areas, including uses necessary or convenient for the uses described above, but specifically not including athletic fields, swimming pools, tennis courts, or similar athletic and recreational facilities.



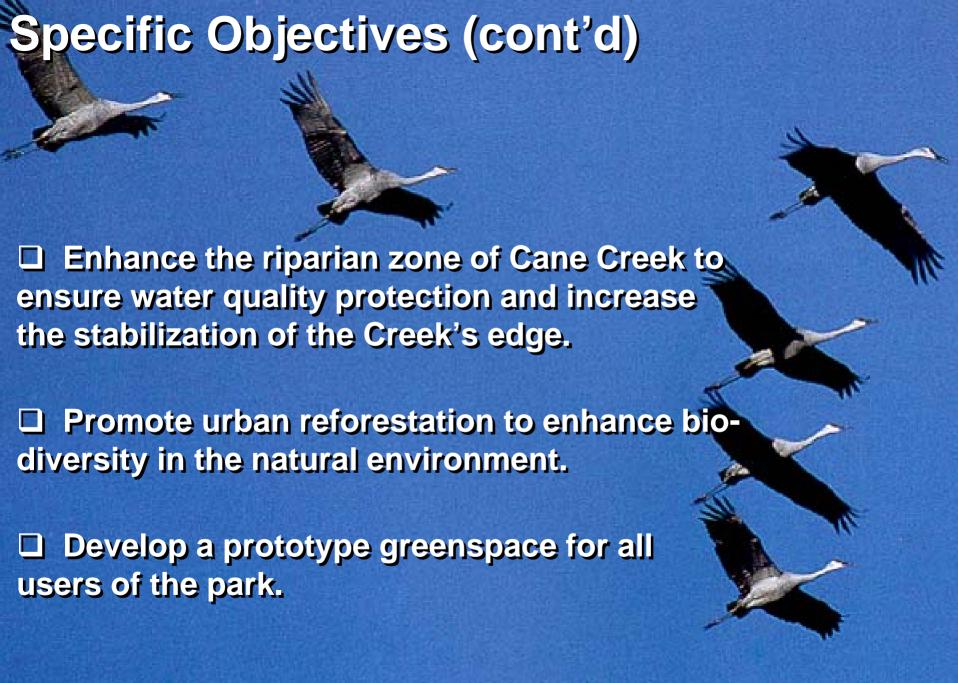
☐ Create an environmentally friendly park.

# Specific Objectives (cont'd)

- ☐ Demonstrate and interpret the use of sound ecological planning and design.
- ☐ Promote the history of Fayette County and the University of Kentucky through an exciting interpretative experience throughout the stream corridor.
- ☐ Interface the park activities with surrounding neighborhoods, commercial and industrial developments.

# Specific Objectives (cont'd)

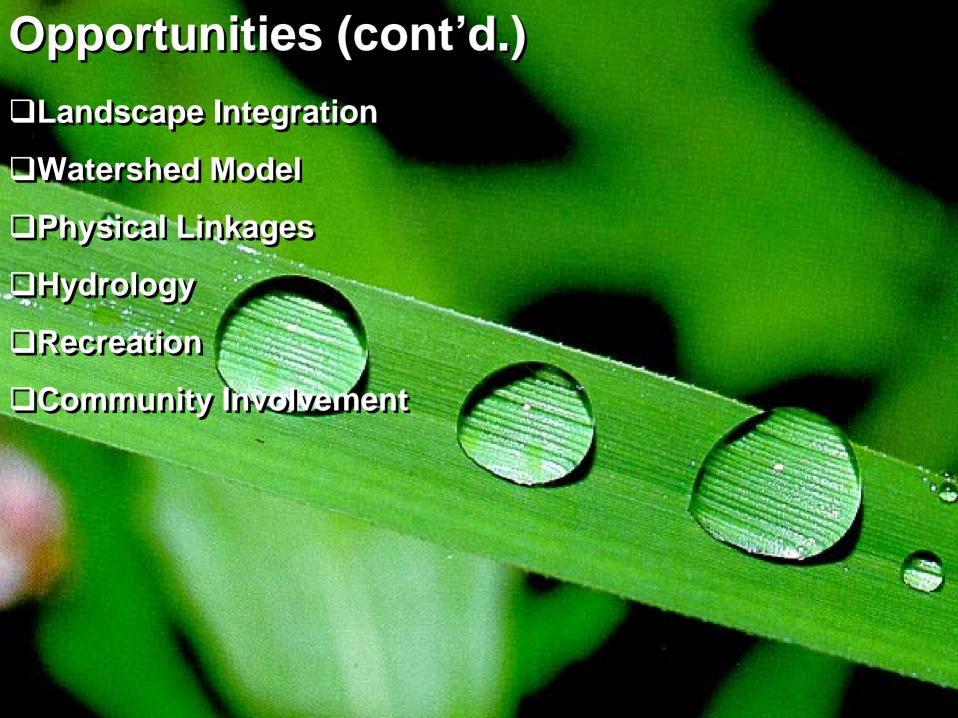
- ☐ Ensure compatibility with the recreational corridor with other planned recreational activities along Secretariat Parkway.
- ☐ Promote the use of open space for recreation to the upper reaches of the watershed on private properties.
- ☐ Promote interaction between the surrounding neighborhoods, businesses, and and visitors to the park through a community center.



# Specific Objectives (cont'd)

- ☐ Promote better traffic control practices to make the site more user friendly, especially once the park is more utilized.
- Involve community groups throughout the County to enhance and ensure the use and value of the park.





# Constraints **□Sanitary Sewer Paralleling Stream ■Stormwater Management □**Maintenance Liability **□**Security □Interstate Noise **■Sanitary Pump Station**

# Constraints (cont'd.) □Access Across Newtown Pike □ Crossing by Secretariat Blvd □Connection to North of I-75 **□**Parking **□Flooding** □Hydrology and Stream Velocity

# Coldstream Park Master Plan

The Master Plan for Coldstream Park consists of four major arrival zones and two trail connections. They are:

- **□Northern Trail**
- **□North Arrival Zone**
- □East/West Arrival Zone
- **□Southern Trail**
- **□Southwest Arrival Zone**
- **□Southeast Arrival Zone**



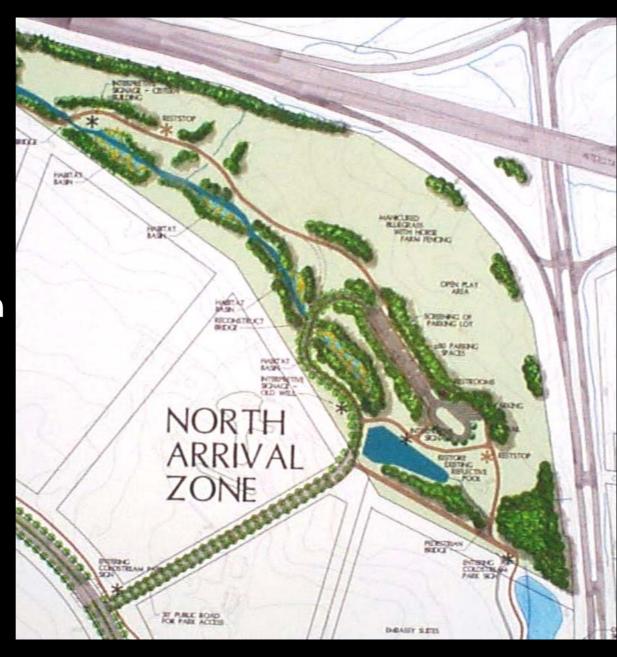
## **North Arrival Zone**

☐ The North Arrival Zone is the area of Coldstream Park that acts as a visual gateway to Lexington from the Interstate. This area focuses on emulating the 'bluegrass' vernacular landscape of Lexington, while enhancing the natural and historical elements of the property.



## **North Arrival Zone Recommendations**

- ☐Gateway to Lexington
- **□**Buffered Parking
- ☐ Historic Pond Restoration
- □Spring Pump
  Station Interpretation
- ☐Rest Stops
- □Interpretive Signage
- **□Open Space**
- □Connection to Research Campus
- **□**Habitat Basins



# North Arrival Zone Specific Thoughts



A gateway for Lexington off I-75/64 could have amenities such as horse farm plank fencing, framing a large rolling pasture of bluegrass.



A tributary of Cane Run Creek could be environmentally restored to ensure proper water quality and wildlife habitat.



The pond lined with limestone walls could be restored to bring historic characteristics into the overall park design.

#### **Northern Trail**

☐ The Northern Trail of Coldstream Park connects the western side of the site to the Northern Arrival Zone. This area focuses on the historic ruins of a barn claimed by fire, remaining limestone walls and the creation of a variety of sound water management areas including habitat, backwater infiltration and off-line basins.





### **North Trail Features**

- □Interpretation of Barn Ruins and Limestone Walls
- □Connection to the West part of Park
- □ Rehabilitation of Bridge over Creek
- □Rest Stops
- **□**Reforestation
- □Backwater
  Infiltration Basins
- **□Off-Line Basins**
- **□**Habitat Basins



### Northern Trail Specific Thoughts



The existing farmstead road should be resurfaced and used as part of the trail system to help minimize direct impact on the natural landscape.



Immediately left of Creek in this image is an opportunity to develop an offline basin. This would help with flooding and water quality.



A reststop could be developed between the remaining stone walls with interpretive panels recalling the barn ruins.

### East/West Arrival Zone

☐ The East/West Arrival Zone is the central point of access to Coldstream Park and connects the northern and southern part of the site together. It is a linear section that offers a few existing upper story canopy trees sprinkled across the large, broad flood plain along Cane Run Creek.



#### **East/West Arrival Zone Features**

- **□Buffered Parking**
- **□Playground**
- □Connection to Research Campus
- □Interpretive Exhibit and Overlook
- □Rest Stops
- □Picnic Shelters and Restrooms
- □Interpretive Signage
- □Corporate Picnic Area
- □ Habitat Basins



### East/West Arrival Zone Specific Thoughts



The upper-story trees of Cane Run Creek should be preserved and new vegetation planted so that there is a continuous canopy once the existing trees die.



This image shows the serious erosion problems of the Creek. It is recommended that full restoration of the riparian zone be undertaken to help this problem.



The large, broad valley could be used for picnic shelters and a buffered parking lot. This would allow the user to have easy access to the trail system.

#### **Southern Trail**

☐ The Southern Trail is the connecting link between the South Arrival Zone and the East/West Arrival Zone. This area focuses on a pedestrian crossing under the **Secretariat Boulevard** bridge, linkages with adjoining neighborhoods, and natural features such as a sinkhole.



### Southern Trail Features

- □Interpretive Signage
- □Interface with Secretariat Blvd.
- □ Connection to Research Campus
- □ Ford crossing from farmstead
- □Pedestrian Linkage to nearby Neighborhoods
- □Rest Stop
- **□Entrance Signs**
- **□Sinkhole**



### Southern Trail Specific Thoughts



The Southern Trail will require crossing Secretariat Blvd. It is recommended that the pedestrian trail runs parallel to the Creek under the new bridge.



An existing ford may be used as a crossing when the Creek is at a low level.



An existing drain line from surrounding residential developments should be environmentally enhanced to protect the water quality of the Creek.

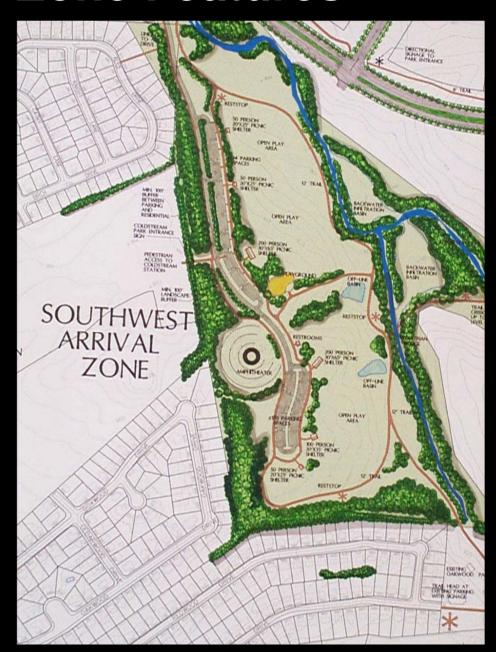
### Southwest Arrival Zone

☐ The Southwest Arrival **Zone incorporates the** area that will connect the park to the majority of the surrounding residential community. It consists of the greatest nonfloodplain area within the Park and focuses on the Creek, a large sinkhole and buildable open space within the site.



#### **Southwest Arrival Zone Features**

- □Connections to Surrounding Neighborhoods
- **□Playground**
- □ Amphitheater in sinkhole
- **□Six Picnic Shelters**
- □Designated Open Play Area
- **□Buffered Parking**
- □Rest Stops
- □ Backwater Infiltration Basins
- **□Off-Line Basins**



### Southwest Arrival Zone Specific Thoughts







This high bluff, overlooking the Creeks, could be used for picnic shelters with a large open play area. This high ground remains dry with a great view of the remainder of the Park and Research Park.

The site has a huge bowl-shaped sinkhole forming an informal amphitheater. This feature serves as the centerpiece of the Southwest Arrival Zone.

The area immediately surrounding the sinkhole is on a broad ridge and is the most suitable land for development. All development should be screened from existing residences with generous landscaped buffers.

## Southeast Arrival Zone

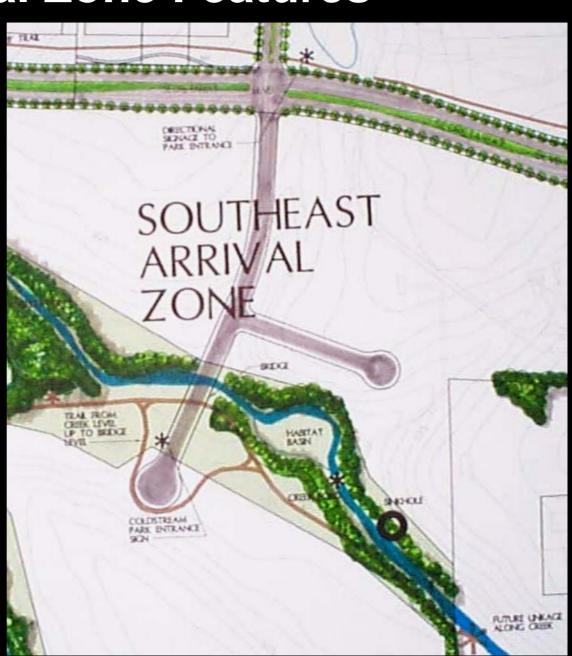
☐ The Southeast Arrival Zone is the only area that directly intersects plats zoned for research development. This area also provides future connection links along Cane Run Creek and green easements to the south.





### **Southeast Arrival Zone Features**

- □ Future Linkage along Cane Run Creek
- **□Existing Creek Ford**
- **□Sinkhole**
- □Connection to Research Campus
- **□**Habitat Basins



### Southeast Arrival Zone Specific Thoughts



The opportunity exists to develop an interpretive sign near this sinkhole, to celebrate the karst limestone topography of the region.



An existing ford crossing could be used as a pedestrian linkage between each side of the Creek when it is low or dry.



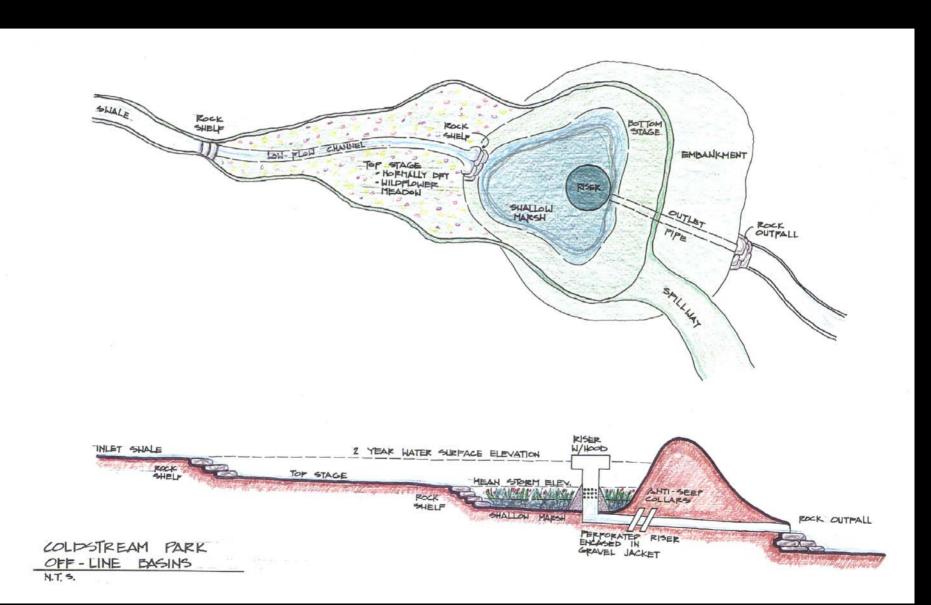
The existing trees along the creekbed provide shade to allow the creek water to remain cool and better support aquatic wildlife. They should be preserved and reforestation efforts encouraged.

### Water Quality and Creek Restoration

It is recommended that four different approaches be taken in ensuring water quality and restoration of Cane Run Creek and its watershed. They include:

- Off-Line Basins
- Backwater Infiltration Basins
  - Habitat Basins.
- ☐ Streambank Stabilization

### Off-Line Basins: What Are They?



#### Where are Off-Line Basins Located?

☐ It is recommended that off-line basins be located along Cane Run Creek and its tributaries in the Northern Trail Zone, West Arrival Zone and Southwest Arrival Zone.

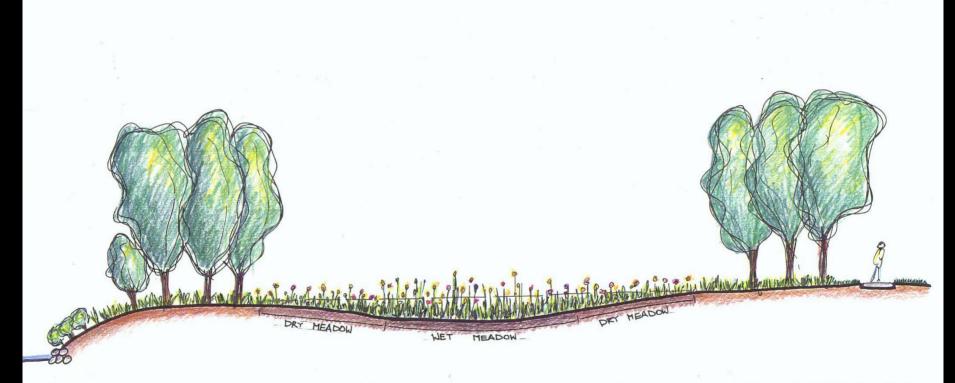
☐ These areas are most suitable for off-line basins because of surrounding topographical features, proximity to the Creek, and predicted high use of the area.

### What are the Results of Off-Line Basins?





## **Backwater Infiltration Basins: What Are They?**



COLDSTREAM PARK
BACKHATER INFILTRATION BASINS

- POROUS SOILS ALLOW STORMHATER TO DEPCOLATE DOWN INTO GROUND INCREASING STREAM DASE FLOW.
- O WILL HOLD WATER FOR SHORT PERIODS APTER STORM EVENT AND DRY OUT BETWEEN STORMS.
- O A VALUABLE COMPONENT IN A BECADER STORMHATER MANAGEMENT APPROACH THAT WILL HELP TO IMPROVE WATER QUALITY, REDUCE FLOODING AND STREAM EROSION, AND PROVIDE VALUABLE WILDLIPE HABITAT.
- O CON BE PLANTED WITH NATIVE SPECIES TO INCREASE POLLUTANT ADSORPTION AND HABITAT VALUES.

### Where are Backwater Infiltration Basins Located?

□ It is recommended that backwater infiltration basins be located in the Northern Trail Zone (near the first fork of Cane Run Creek to the north) and between the Southeast and Southwest Arrival Zone (where Cane Run Creek forks again to the south).

☐ These areas are most suitable for backwater infiltration basins because they are at the forks of Cane Run Creek. They are naturally subject to flooding thereby making them undesirable for development. Furthermore, the northern location provides an opportunity to buffer the trail from the existing sanitary sewer pump station using an infiltration basin and vegetation.

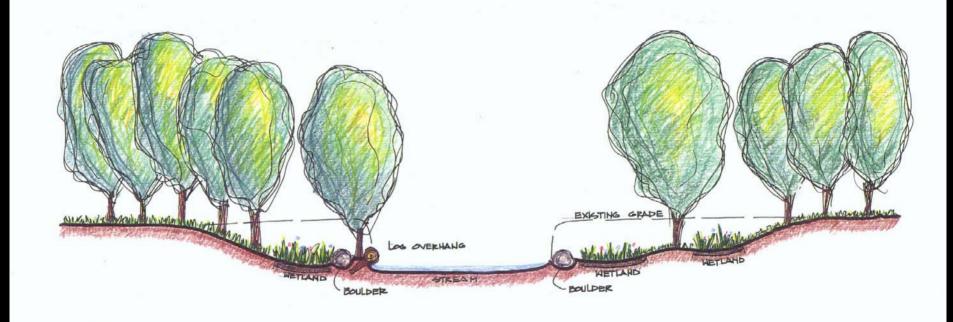
### What are the Results of Backwater

**Infiltration Basins?** 





### **Habitat Basins: What Are They?**



- UNDULATING Slopes MIMIC NATURAL TROUGH & RIDGE CHARACTER OF STREAM SYSTEMS INCREASING FLOOD STORAGE CAPACITY & STREAM DASE FLOW.
- TROUGHS STORE WATER AND PROVIDE VALUABLE HABITAT FOR
- LOWERHANGS & TREES PROVIDE SHADING FOR STREAM, LOWERING STREAM TEMPERATURES & INCREASING HABITAT.

HABITAT BASING

#### Where are Habitat Basins Located?

☐ It is recommended that habitat basins be located along Cane Run Creek and its tributaries in all of the zones but the Southwest Arrival Zone.

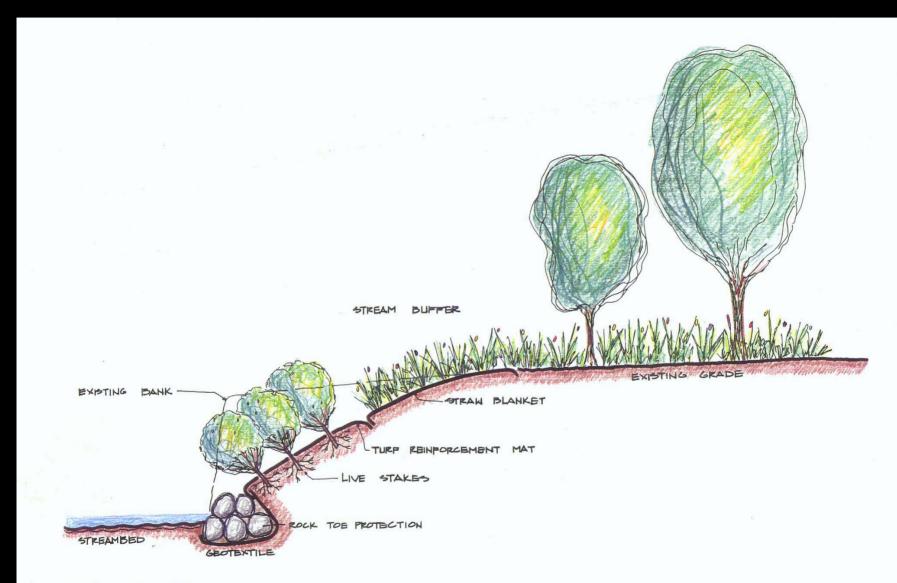
□ These areas are most suitable for habitat basins because of their relationship with the Creek and its' floodplain. The most eroded areas along the Creek are within the specific habitat basins recommended. This will allow the banks to be restored in an environmentally sensitive manner, while providing habitat for the fauna on the site.

### What are the Results of Habitat Basins?





### Streambank Stabilization: What Is It?



STREAMBANK STABILIZATION

### Where is Streambank Stabilization Located?

☐ It is recommended that streambank stabilization occurs in the main riparian zone along Cane Run Creek and its tributaries.

☐ The whole riparian zone of the Creek and its tributaries are recommended with streambank stabilization because of the serious erosion problems that exist today (and in the future) due to urban runoff from the upper watershed and future development of the research campus

# Streambank Stabilization with Bio-Engineering



## One Year After Streambank Stabilization....



#### **Master Plan Statistics**

- □Pedestrian Trail= 28,704 linear feet (5.4 miles)
- □Car Parking Spaces=750
- **□Bus Parking Spaces=10**
- □Restroom Buildings=3
- □Playgrounds=2
- □Picnic Shelters=8
  - □corporate (400 people)=1
  - □large (200 people)=2
  - ☐medium (100 people)=2
  - □small (50 people)=3

### Thank You!

#### John L. Carman and Associates, Inc.

Landscape architecture

Land planning

Site engineering

### EXHIBIT B PROFESSIONAL'S RESPONSE, DATED JANUARY 30, 2024



### We Know the Coldstream Area

Our team has worked in and around the Coldstream area for years and know the landscape and community.

### We have the depth for this project

Our local and national multidisciplinary team can respond swiftly to get the job done.

### We Live, Work and Play in Lexington

Our team has an office on Main Street and as residents, have a vested interest in the growth and success of the City.



#### **Genuine Ingenuity**

100 West Main Street Suite 350 Lexington, KY 40507

859.469.5610 GreshamSmith.com January 30, 2024

Dear Selection Committee -

Our team is excited to submit our proposed approach for design services for the park master plan update at Coldstream Park. We know many things have changed since the completion of the initial master plan and recognize the critical role Coldstream plays in the greater community. The development of the Legacy Trail and new single and multi-family residential developments along Georgetown Road provide direct access to the park for hundreds of new residents in the area. In order to address the increased demand for recreation opportunities, the new park master plan should consider sports courts and fields, parking, public restrooms, shared use trails, playground(s)/play pods, nature-focused outdoor programming space, the dog park, a 36-hole disc golf course and park shelters/picnic areas.

We understand the need for high-quality public space, park programming and trail connections in Lexington. We cherish our collaborations with the LFUCG Parks and Recreation team addressing those challenges downtown with reimagining Phoenix Park and in the East End community at Charles Young Park. Everyone deserves great parks, and the Coldstream site is an incredible opportunity.

As a team made up of Lexington residents, we have many team members who frequent Coldstream Park and the Legacy Trail as you'll see in this proposal. This is a fantastic opportunity to create a landmark destination in the community, providing a more accessible and activated green space that enhances the health of our neighbors and natural ecosystems.

We understand the environmental sensitivity of the Coldstream landscapes and water systems which is why we are partnering with Lexington-based Third Rock Consultants. Third Rock is intimately familiar with the Cane Run Watershed and will help ensure our plans preserve, protect, and maintain this landscape as integral to any park improvements. We've also partnered with Wiser Strategies as our community engagement specialist because they have led extensive public engagement sessions across the state for various public agencies and municipalities. They will bring their decades of expertise in Lexington to this project.

The Gresham Smith team is genuinely thrilled for the opportunity to submit this proposal for what will be a major asset to this City, a bold vision for the future of Coldstream Park, and amenities for the adjacent community.

Sincerely,

John Lavender, PLA, ASLA

Project Executive

john.lavender@greshamsmith.com

Gresham Smith





| Specialized Experience & Technical Competence                            |
|--|
| Section 2.0 Capacity to Perform the Work, Including Specialized Services |
| Section 3.0 Past Record and Performance                                  |
| Section 4.0 Degree of Local Employment39                                 |
| Section 5.0 Fotal Estimated Cost of Services                             |
| Appendix LFUCG Forms47   |



Celebrating 56 Years

More than 1,100 Professionals in 26 Offices

#### 2023 ASLA National Awards

- Award of Excellence The Rain Gardens at 900 Block
- Honor Award for Urban Design-Town Branch Commons
- Honor Award in the Analysis & Planning - The Chattahoochee RiverLands

#### **General Rankings**

Architectural Record (2022)

• #25 Top 300 Architectural Firms

Building Design + Construction Giants 400 (2022)

• #9 Top Architecture/Engineering Firms

Engineering News-Record (2023)

- #78 Top 500 Design Firms
- #61 Top 100 Green Design Firms/Contractors



## Offering a national perspective with a local foundation.

Gresham Smith is a multi-disciplinary design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, and an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of your 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.

## \$328M

2023 Revenue

418

Awards for

**Projects** 

#### Services we offer:

- Architecture
- Commissioning
- Engineering
- Environmental & Sustainability Services
- Experiential Design & Wayfinding
- Landscape Architecture

- Planning
- Interior Design
- Program Management / Construction Management / EPCM / Alternative Project Delivery
- Site Development

More than

Projects Completed in

Lexington

#### **Our Past Performance with Lexington**

LFUCG - Corridors Typology Study and Strategic Design Guide

LFUCG - Town Branch Commons

LFUCG - Imgaine New Circle Road

LFUCG - Tiger Grant Application

LFUCG - Coldstream Industrial

Campus Master Plan

LFUCG - Legacy Business Park LFUCG - TBC Construction Admin & Inspection

LFUCG - Splash! At Charles Young Park

Lexington Area MPO - Bicycle and Pedestrian Master Plan Update

## **Our Trusted Partners**

We've carefully selected our teaming partners because they are highly qualified and innovative, bringing a unique and diverse perspective to the Coldstream Master Plan project. Third Rock Consultants and Wiser Strategies are trusted local partners. Third Rock brings a wealth of knowledge around the ecology of the region and have extensively studied the Cane Run Watershed. Wiser Strategies brings public involvement expertise with extensive experience in Lexington and with LFUCG.

### Third Rock Consultants

WBE | Lexington, KY Ecological and Environmental Planning

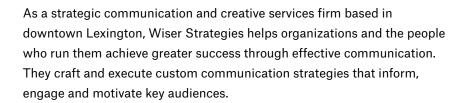


Their staff include ecologists, professional engineers, professional geologists, environmental planners, construction inspectors, technical writers, GIS analysts, and AutoCAD technicians. Representative clients include federal, state, and local agencies such as the US Army Corps of Engineers and Environmental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

## Wiser Strategies

WBE | Lexington, KY Community Engagement



Wiser Strategies has worked with multiple public and private sector agencies to enhance communities' infrastructure, economic development and quality of life. Their award-winning stakeholder engagement, community input and public awareness programs have established them as specialist within this area.

Wiser Strategies is certified as a women's business enterprise through the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. They have worked with several government agencies including LFUCG and KYTC.

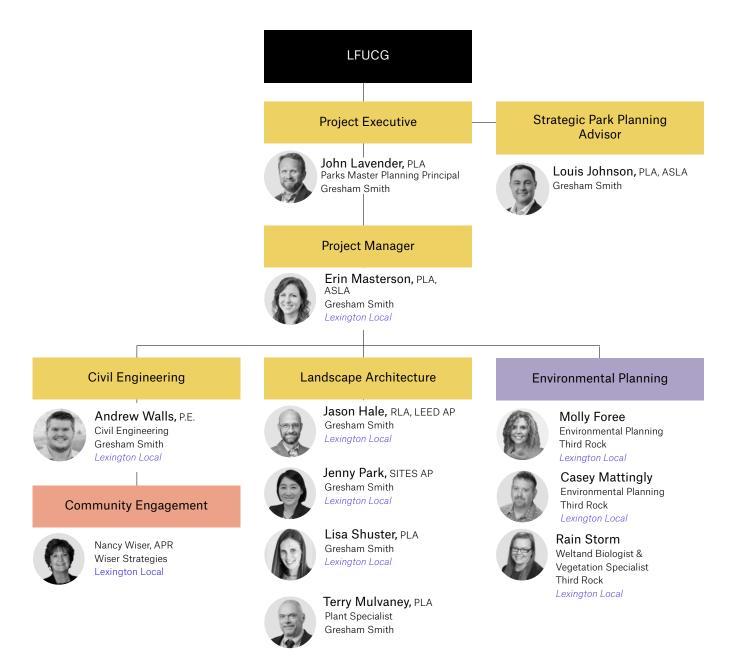






## Your Team

Gresham Smith has assembled a team ready and available to successfully execute your project. Our primarily local design professionals proposed for this project are qualified and have the appropriate capacity to produce the work to meet your quality expectations and schedule commitments.





#### Years of Experience 25 Education Bachelor of Science, Landscape Architecture, Ohio State University

Office Location Nashville, TN

Registrations

Landscape Architecture: TN

### John Lavender, Pla

## Project Executive | Availability: 40% Gresham Smith

Over the course of his career, John has worked on numerous public and private sector projects from design to completion, including parks and recreation department projects, public greenways and municipal government land development projects. John's extensive parks and recreation experience will inform the master planning process, design reviews and the final implementation.

#### **Relevant Projects**

City of Murfreesboro - Veterans Park Master Plan | *Murfreesboro, TN* 

Nashville Metro Parks - Brookmeade Park Master Plan | *Nashville, TN* 

State of TN Economic and Community Development - West Tennessee Community Planning TWO Regional Plan | *Memphis, TN* 

Strategic Park and Recreation Master Plan | *Mobile, AL\** 

Martin Luther King Jr. Park Master Plan | Springfield, TN\*

Comprehensive Park and Recreation Master Plan | *Pigeon Forge, TN\** 

Comprehensive Park and Recreation Master Plan | *Union County, TN\** 

Comprehensive Park and Recreation Master Plan | Germantown, TN\*

\*Denotes experience prior to Gresham Smith



### Years of Experience

#### Education

Master Degree, Business of Art and Design, Maryland Institute College of Art

Bachelor of Science, Landscape Architecture, University of Kentucky

Office Location Lexington, KY

Registrations

Landscape Architect: KY

### Erin Masterson, PLA, ASLA

## Project Manager | Availability: 65% Gresham Smith

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 also led the Splash! at Charles Young project as the project manager, leading the consultant team through design and construction administration.

#### **Relevant Projects**

LFUCG - Legacy Business Park Master Plan | *Lexington, KY* 

LFUCG - Corridor Typology Study and Strategic Design Guide | Lexington, KY

LFUCG - Phoenix Park | Lexington, KY

LFCUG - Splash! Charles Young Park | *Lexington, KY* 

LFUCG - Town Branch Commons | Lexington, KY Louisville Metro Parks - Bingham Park Master Plan | Louisville, KY

Louisville Metro Parks - Elliott Park Master Plan | *Louisville, KY* 

Greater Clark Foundation - Legacy Park\* | Winchester, KY

\*Denotes experience prior to Gresham Smith



#### **Years of Experience** 21

#### Education

Bachelor of Science, Landscape Architecture, University of Kentucky

Office Location Lexington, KY

#### Registrations

Landscape Architect: KY, OH

#### Experience

University of Kentucky Landscape Architecture Department - Adjunct Professor

### Jason Hale, PLA, LEED AP

#### Landscape Architect | Availability: 80% **Gresham Smith**

In addition to being a technically proficient professional Landscape Architect, Jason is also an outdoor recreation enthusiast who is a frequent backpacking hiker, an occasional mountain biker, and an avid disc golf player (who has played over 150 rounds the past 3 yrs).

Over the course of his career, Jason has also had a large impact on the local urban environment, and some serene park areas as well. He is a leader in the preparation of construction documents which best convey design intent and technical instructions to the contractors responsible for accurate installation that is within budget.

#### **Relevant Projects**

LFUCG - Legacy Business Park | Lexington, KY

Lower Howard's Creek Nature & Heritage Preserve Trail Improvements | Clark County, KY\*

West Hickman Trail Section 1A | Lexington, KY\*

Indian Fort Trail | Berea KY\*

Scaffold Cane Rd - Trail & Connectivity Study | Berea, KY \*

Legacy Trail Extension Feasibility Study | Scott County, KY\*

Veterans Park Mountain Bike Trail Master Plan | Lexington, KY\*

Ellipse Street Sidewalk Improvement Project | Berea, KY \*

Mayo-Underwood Site Improvements (Capital Plaza Renovation) | Frankfort, KY\*

\*Denotes experience prior to Gresham Smith



#### Years of Experience 16

#### Education

Bachelor of Science, Landscape Architecture. The Ohio State University Infiltration Swale & Trail.

Office Location Lexington, KY

Registrations

Landscape Architect: KY

#### **Relevant Projects**

**Gresham Smith** 

Town Branch Trail Phase 3 | Lexington, KY\*

Coldstream Research Campus Bio-| Lexington, KY\*

Lisa Shuster, asla, leed ga

Landscape Architect | Availability: 80%

Lisa is a landscape architect with more than 15 years of experience

development of winning grant proposals, civil site design, large aquatic

facilities, green infrastructure design, master planning, development plans, GIS data acquisition and project management. Lisa has worked

in progressively challenging assignments such as the successful

on mulitidisciplinary teams on large projects across the country.

Coldstream Supplemental Environmental Project (SEP) | Lexington, KY\*

Lower Howard's Creek | Clark County, KY\*

Beavercreek Parks and Recreation Master Plan | Beavercreek, OH\*

Georgetown-Scott County Parks and Recreation Master Plan I Georgetown, KY\*

Liberty Township Parks and Recreation Master Plan| Liberty Township, OH\*

\*Denotes experience prior to Gresham Smith



#### **Years of Experience**

Education

Bachelor of Science, Landscape Architecture, University of Kentucky

Office Location Lexington, KY

#### Registrations

Sustainable SITES Accredited Professional

### Jenny Park, SITES AP, ASLA

#### Landscape Designer | Availability: 80% **Gresham Smith**

Jenny is a talented landscape designer focusing on everything from planting design and 3D visualizations to public engagement and mapping/analysis. She is a creative designer and is an asset in every phase of a project like site planning, concept, schematic and design development. Her eye for detail and collaborative approach makes her a great team member. Local to Lexington, she understands the community and is excited about this opportunity.

#### **Relevant Projects**

LFUCG - Legacy Business Park | Lexington, KY

LFUCG - NE New Circle Road Corridor | Lexington, KY

LFUCG - Corridor Typology Study and Strategic Design Guide | Lexington, KY

Louisville Metro Department of Works and Assets- Olmstead Parkway | Louisville, KY

Louisville Metropolitan Sewer District - MSD-FY22 Rain Garden Rehab Design | Louisville, KY

Louisville Metro Advanced Planning & Sustainability - Broadway Master Plan | Louisville, KY

Beargrass Development - Oakdale Development | KY

Mill Creek - Modera Parkside ATL | Atlanta, GA



#### Years of Experience 37

#### Education

Bachelor of Science, Landscape Architecture, Purdue University

Office Location Nashville, TN

#### Registrations

Landscape Architect: TX, LA, MS, NM, OH, FL, TN, GA

### Terry Mulvaney, PLA

#### Landscape Architect | Availability: 70% **Gresham Smith**

Terry brings decades of plant expertise and design work from his experience across the country. He is a specialist in sustainability-focused design, and some of his innovative techniques include vegetative roof systems, rain gardens to improve stormwater quality management, habitat restoration using native plant materials. Terry offers an exceptional amount of experience in the field of landscape architecture with a focus on sustainable methods in land-use master planning, grading and drainage design, site planning, plant materials and planting design.

#### **Relevant Projects**

LFUCG - Legacy Business Park | Lexinaton, KY

City of Springfield - Greenway Phase III | Sprinafield, TN

Thompson's Station Greenway, Phase 1 | Thompson's Station, TN

City of Shelbyville - Shelbyville Greenway Master Plan | Shelbyville, TN

City of Chattanooga - Green Infrastructure Master Plan | Chattanooga, TN

FDOT D2 - Keaton Beach Coastal Park | Taylor County, FL

FDOT D2 - CR 361 Park, Trail and Streetscape Improvements | Taylor County, FL

8 | Gresham Smith Gresham Smith | 9



**Years of Experience** 

#### Education

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

Office Location Lexington, KY

Registrations Engineer: KY, TN, IN

### Andrew Walls, P.E.

#### Civil Engineering | Availability: 80% **Gresham Smith**

Andrew brings years of diverse civil engineering experience across largescale 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 modeling 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.

#### **Relevant Projects**

LFUCG - Legacy Business Park | Lexington, KY

Greenbrier Golf Course Clubhouse Addition / Renovation Project | Lexington, KY\*

Centre College Initiative for Wellness and Athletic Excellence (IWAE) Complex | Danville, KY\*

University of Kentucky Indoor Track Facility | Lexington, KY\* Lexington Clinic Orthopedic Building | Lexington, KY\*

Bluegrass Community and Technical College North Campus | Lexington, KY\*

Horse Soldier Bourbon Distillery | Somerset, KY\*

\*Denotes experience prior to Gresham Smith



Years of Experience 15

#### Education

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

Office Location Louisville, KY

Registrations

Landscape Architect: KY

### Louis Johnson, Pla, Asla

#### Strategic Park Planning Advisor | Availability: 40% **Gresham Smith**

Louis is an award-winning landscape architect, urban designer and project executive. His experience covers broad regional and urban design and park planning, as well as detailed landscape architectural site design. He is a leader in the field, and has spoken at APA National, ASLA National, CNU National Conference and the International Placemaking Summit about implementing successful, innovative community design processes. Louis has led planning and public space projects in Lexington for years and was appointed by Mayor Linda Gorton as an Advisor Lexington's Sustainable Growth Task Force.

#### **Relevant Projects**

LFUCG - Legacy Business Park | Lexington, KY

LFCUG - Splash! Charles Young Park | Lexington, KY

LFUCG - Town Branch Commons Lexinaton, KY

LFUCG - Phoenix Park I Lexington, KY

Louisville Metro Parks - Bingham Park Master Plan | Louisville, KY

Louisville Metro Parks - Elliott Park Master Plan

Frontier Highway - Lexington Multi-Family Stormwater Retrofit Manual | Lexington, KY

Atlanta Regional Commission - Trust for Public Land, City of Atlanta, 100-Mile Master Plan Chattahoochee Riverlands Greenway, Atlanta, GA



Years of Experience

#### Education

Juris Doctor, University of Kentucky College of Law Bachelor of Arts, English, University of Kentucky

Office Location Lexington, KY

Registrations KBA #84944

## **Molly Foree**

#### **Environmental Planner | Availability 40% Third Rock Consultants**

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.

#### **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.



**Years of Experience** 

#### Education

Bachelor of Science, Physics, Morehead State University Bachelor of Science, Biosystems and Ag. Engineering, University of Kentucky

Office Location Lexington, KY

Registrations Engineer: KY, TN, WX, IN, **KEPSC Inspector** MSD EPSC Contractor MDS QPC Inspector

## Casey Mattingly, P.E.

#### **Environmental Engineer | Availability 70% Third Rock Consultants**

Casev 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.



Years of Experience 24

#### Education

Bachelor of Science, Wildlife Management

Office Location Lexington, KY

Certifications
Certified Wetland Delineator

### Rain Storm

## Wetlands Biologist & Vegetative Specialist | Availability 70% Third Rock Consultants

Rain's areas of expertise include water resource permitting and delineation, stream and wetland restoration design, and threatened and endangered species surveys. Her strong working relationship with both state and federal permitting agencies with jurisdiction in Kentucky help ensure the issuance of permits in a timely manner. Rain guides clients through the complicated process of identifying impacts, analyzing alternatives, acquiring permits, and developing mitigation to compensate for unavoidable impacts to jurisdictional water resources.

#### **Relevant Projects**

Rain works closely with Third Rock clients to develop innovative avoidance and minimization solutions that have the additional advantage of improving aesthetics, reducing overall costs, and preventing delays.

Rain also works collaboratively with Third Rock engineers to develop projects using natural channel design techniques. Her involvement includes hydrologic determinations, rapid bioassessment (RBP) and function-based assessment, planting plans, and invasive species management. She authors Third Rock's Mitigation and Restoration Plans and is primarily responsible for post-construction mitigation monitoring and reporting.



Years of Experience

#### **Education**

Master of Arts, Communication, University of Kentucky Bachelor of Science, Recreation and Park Administration, Eastern Kentucky University

Office Location Lexington, KY

Certifications
Accredited in Public Relations

### Nancy Wiser, APR

## Community Engagement | Availability: 70% Wiser Strategies

Nancy has led a distinguished, 40-year career as a communication professional with governments, non-profits, and corporations of all types. Her work in public input and engagement is built upon decades of media relations consulting, opinion research facilitation, and issue management. She has led a variety of public engagement projects including many in Lexington like for LFUCG, Bluegrass Community Foundation, LEXPARK and many more.

#### **Relevant Projects**

LFUCG - Sanitary Sewer Improvement Project, Euclid Avenue, Lexington, KY

KYTC - I-75 Connector Feasibility Study, District Seven

Kentucky American Water - Treatment Plant Public Affairs & Public Engagement, Owenton, KY

Blue Grass Airport - Economic Impact Study, Lexington, KY Lexington Area Metropolitan
Planning Organization - Campus to
Commons Trail Connectivity Study,
Lexington, KY

Blue Grass Community Foundation -The Legacy Trail Branding, Public Input & Media Relations, Lexington, KY

LEXPARK - Digital Media Program and Annual Report, Lexington, KY



## John Lavender's Prior Experience

These projects were completed by **Project Executive, John Lavender,** under previous employment prior to joining Gresham Smith.



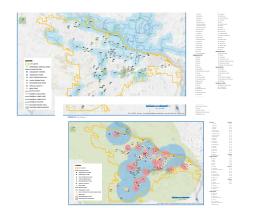


#### Germantown Comprehensive Parks & Recreation Master Plan

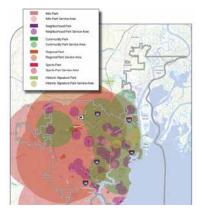
Germantown Parks & Recreation Commission

John Lavender led the master planning effort for the Germantown Comprehensive Master Plan. The mission of the Germantown Parks & Recreation Department being, "strengthening the community and creating quality recreation and leisure experiences," the City wanted a master plan to guide development of recreation and cultural facilities into the future.

The master plan process included many stakeholders all included in the planning process, from the City of Germantown to the Germantown Athletic Club and local churches. The public input process included interviews, a stakeholder workshop, public meetings and an online survey, which provided insight on the department and park users.



City of Little Rock
Parks and Recreation Master Plan



City of Mobile

Parks and Recreation System Improvements Plan



TDOT - TN River Trail Association Scenic Byway



## Jason Hale's Prior Experience

These projects were completed by Landscape Architect, Jason Hale, under previous employment prior to joining Gresham Smith.

#### Familiarity with Coldstream

Specific to Coldstream, Jason Hale has designed and developed construction drawings for a portion of trail behind the former Hewlitt-Packard office, the bioinfiltration swale opposite the Tempur - Sealy Headquarters, and a porous concrete trail spur that connects the campus to the Legacy Trail.

Additionally, he designed the wetlands that were part of the Cane Run restoration project. The wetlands plants were carefully selected and refined through a series of public meetings which included input from the UK Arboretum, professors, civil engineers, biologists, and the leading wetland consultant in the state, Tom Biebighauser.



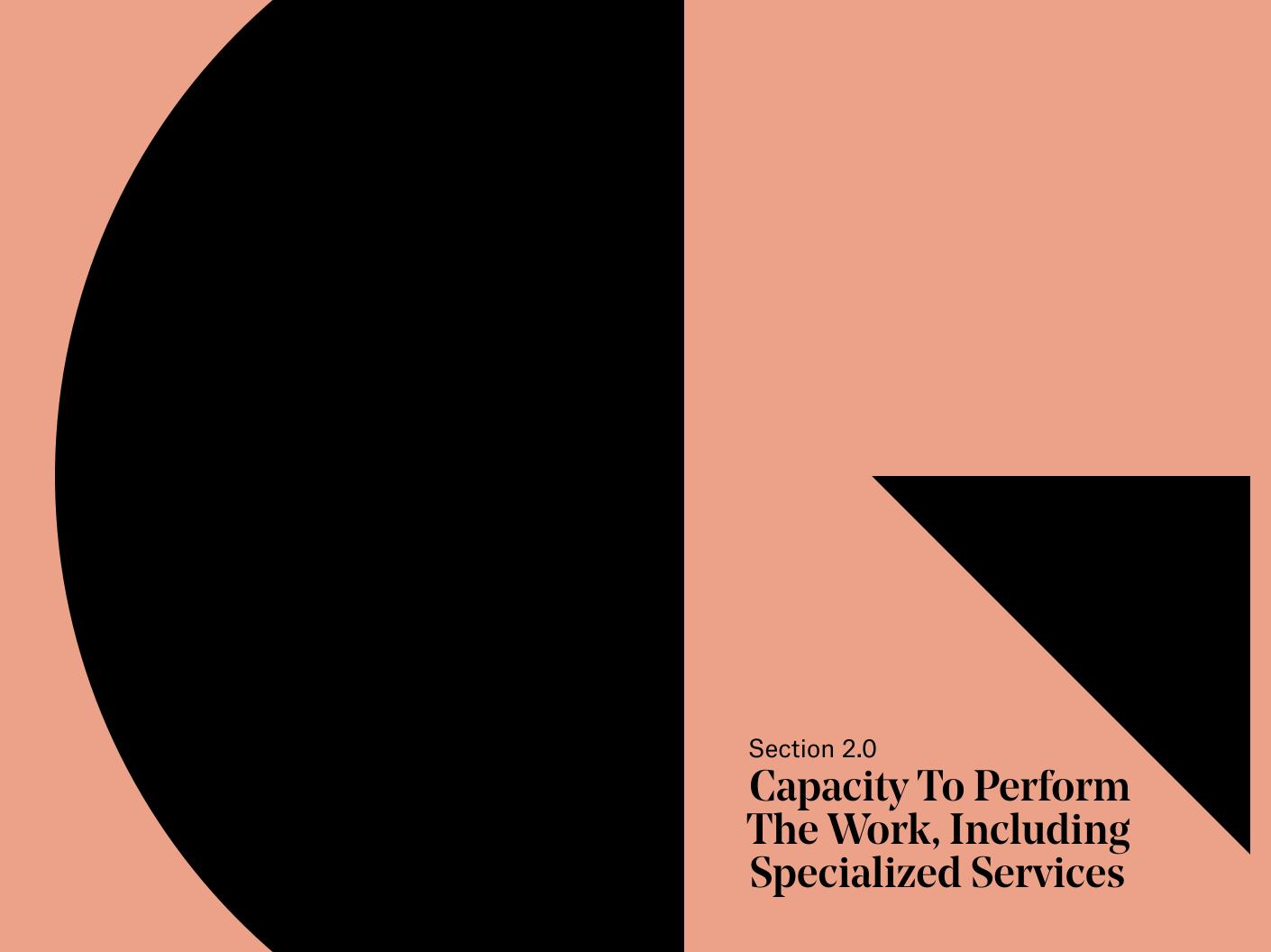


Legacy Trail Spur to Tempur-Sealy Headquarters





As an example of his leadership in sustainable development and construction materials, Jason also served as Project Manager on the following LFUCG Stormwater Quality Incentive Grant Projects: Ronald McDonald House, Klausing Group, Trane, and Good Foods Co-Op.



## Why Us?

Our multidisciplinary team of landscape architects, planners, and engineers have worked on parks and recreation planning projects for over 30 years. Our team of local and national experts have the capacity and specialized knowledge to take on this project and bring LFUCG's goals to life. Our team has the flexibility and depth to work on this project within your timeline.



Public Involvement for



Splash! At Charles Young Park *Public Engagement Lexington*, *KY* 



Beargrass Creek Legacy Project Public Engagement Louisville, KY



Town Branch Commons Lexington, KY



Chattahoochee RiverLands Greenway Study Atlanta, GA

#### Our Specialized Services & Knowledge

## Community Input and Stakeholder Engagement

Our team has extensive experience with community and stakeholder engagement. We've conducted numerous innovative events and campaigns to keep the community informed on project progress and allow them to give feedback. When engaging the community, our team can utilize both in-person demonstrations and digital interactions like 3D visualizations to engage community members and organizations on final design decisions.

These interactions can educate the public and further inform the look, feel and specific details that will make this project a community asset. We understand that this part of the project is critically important in clearly communicating the project vision and garnering community and political support.

## Master Planning Expertise

Our team has extensive experience with master plans throughout the country. Gresham Smith has completed over 300 of them and understands the importance of detail and community input that comes with the planning process. Our team has a multi-disciplined approach, with the combined expertise of civil engineers, landscape architects and planners that we will bring to your project.

Currently, our team holds an On-Call Recreational Planning contract with the State of Tennessee, an On-Call Contract with Nashville Metro Parks where we are working on Brookmeade Park Master Plan as well a current project similar in size and scope to this LFUCG project, Veterans Park in Murfreesboro, TN.

## Understanding of Local Regulations & Permitting

Our firm has worked completed over 65 projects in Lexington giving us an extensive understanding of permitting in the Cit and State. Our design team is used to successfully working with the contractor and LFUCG to identify and complete required permitting approvals and agency coordination that may include the Health Department, Public Works, utility companies, SHPO, and KDOW. Our team has worked extensively with these entities before and are familiar with timelines, contacts and requirements from recent projects like Splash! At Charles Young Park and Town Branch Commons.

#### Ability to Meet Schedules

Our team knows that the success of a project is often measured not only by the outcome of design, but by the ability to meet your schedule or timeline. Detailed scheduling is performed prior to the start of all our projects. Working with Shelbyville leadership, we will outline specific tasks to be completed and timeline milestones. During the project, the schedule is reviewed at a weekly progress meeting to ensure that no task is behind, as well as to discuss the resources required for each project in progress.

Additionally, our team knows that when you want efficient projects and permitting you must have high quality design work. Our internal QA/QC procedures are built to help streamline processes and ensure technically proficient plans.

Landscape Architecture

Public park design, sustainable landscape design and public engagement





Town Branch

Lexington, KY

Our landscape architecture group is an experienced group of motivated and passionate professionals that are genuinely interested in the success of our local parks and public spaces. Collectively, our landscape architecture team has successfully completed numerous projects for the LFUCG including trails, parks, and storm water quality improvement projects. Our team has designed, developed construction documents, and provided construction contract administration for the following Lexington projects with the Fayette Urban County Government:

- Town Branch Commons
- · Veterans Park trail section 2A that crosses the West Hickman with a pedestrian bridge
- · A quarter mile of trails, a bio-infiltration swale, and series of wetlands within Coldstream
- Splash! at Charles Young Park

Additionally, our team has experience developing master plans for various parks including Veterans Park in Murfreesobro, TN and Brookmeade Park in Nashville, TN as well as Olmsted Park Conservancy's Elliott and Bingham Parks in Louisville.

As for experience with sustainable design, our landscape architecture staff has extensive built work that demonstrates the fundamental understanding of sustainable design, materials, and landscape, but also the technical aspects of construction materials and functional systems.

Louisville Olmsted

Conservancy's Bingham Park

Master Plan, Louisville, KY

This work has been recognized on a national level by the American Society of Landscape Architects. We received three national awards in 2023 including the Award of Excellence, the top recognition, for The Rain Gardens at 900 Block in Lexington. Our team also received an Honor Award in the Urban Design category for Town Branch Commons in Lexington and an Honor Award in the Analysis and Planning category for The Chattahoochee RiverLands.

We bring years of experience and trust to the community engagement process. Project scale and impact help define the reach of an engagement process and our team has developed various levels of engagement from small neighborhood conversations to large scale public meetings, we've developed a toolkit of methods that range from digital to low-fi strategies to reach and gather insightful feedback and ideas.

**PROCESS** 



#### Understanding Place

Each project we take on begins with a deep understanding of the context, community and cultural drivers. We will work closely with your team to quickly understand the major challenges and opportunities for the project, to begin developing concepts that meet both programmatic and budgetary needs, but also that tell an evocative, site specific story.

With context as our foundation our team will work quickly to develop concepts and evaluate options with you and your team. Our concepts will be based on practical experience, while pushing for innovative and worldclass spaces.

#### Generating Ideas



Our team will be there through each step of the process. We will bring our years of experience in the field working hand-in-hand with contractors to ensure design intent is kept throughout construction while protecting the project's budget.

#### Developing the Design Delivering Our sweet spot is your Project

moving from concept to

construction documents.

We believe that delivering

superior design within the

challenges of fiscal and

physical realities is the

ultimate goal. Our team

of seasoned designers

materials thoughtfully

custom designs.

understands how to use

and identifies when the

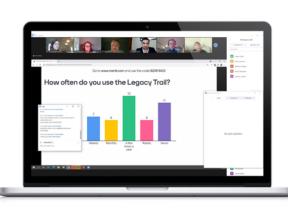
moment is right to develop



#### Landscape Architecture Services we offer:

- Master Planning
- Site Design
- · Elevated Amenity Deck Design
- Planting Design
- Green Infrastructure
- Streetscape and Plaza Design
- Nature Play & Playgrounds
- Community Engagement
- Custom Water Feature Design

- · Custom Walls and Benches
- Custom Paving
- · Digital and Hand Renderings
- Virtual Reality
- · Public Presentation Materials
- · Project Management
- · Construction Contract Administration



Virtual public engagement for Coldstream Business Park Master Plan

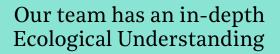
Gresham Smith | 21 20 | Gresham Smith

## Civil Engineering

Stormwater Design, Engineering and Permitting

## We have the Technical Expertise and Experience.

The Gresham Smith team has the technical expertise and experience to provide a full-service execution of storm water design and associated permitting requirements. Our civil engineers are proficient in storm water modelling software and Civil3D to quickly generate storm water volumes and allow for the analysis of earthwork calculations. Working with the LFUCG Stormwater Incentive Grant program our innovative approach to green infrastructure has led to award winning planning and infrastructure projects. Working side by side with landscape architects, our civil team understands the long- term impacts of green infrastructure both from a user experience perspective and maintenance impacts.



We have teamed with Third Rock Consultants because they are highly skilled and are uniquely familiar with the property through past work experience. Third Rock is a certified Woman-owned Business Enterprise (WBE), who bring extensive experience and a specific understanding of our biological eco-region to our team. Due to the protection required along the Cane Run and the potential for federal funding, Third Rock will provide an initial assessment of the threatened and endangered species, cultural, and water resources on site. They will assist with selection of native or naturalizing plant species during site restoration efforts.

#### Collaboration is key

Due to Third Rock's extensive experience, they have a complete and thorough understanding of the necessary permitting requirements that can be expected with the USACE Louisville District and Kentucky Division of Water to secure authorization for project impacts.

Please refer to the enclosed resumes for a better understanding of our Engineering team's qualifications and experience with storm water design and permitting.



Hillsboro High School Addition and Renovation



900 Block Stormwater Incentive Grant







Our civil engineering team will advise the project team during the planning and design to find a minimal approach to disturbing the landscape and a sustainable approach to managing stormwater. Since the Cane Run Watershed Plan was developed by Third Rock, they understand how specific improvements could qualify for 319 Grant funding and present a great opportunity to fund stream restoration, water quality improvements, and public education and access.

22 | Gresham Smith Gresham Smith



## **Town Branch Commons**

**LFUCG** 

Gresham Smith was selected to design Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system in downtown Lexington, Kentucky. The project is a perfect example of how Lexington's primary corridors can create safe, beautiful, and environmentally friendly public rights-of-way. Town Branch Commons traces the route of Town Branch Creek, the city's original water source that now runs under Lexington's streets. In addition to its local role beautifying Midland Avenue and Vine Street, the greenway serves as the centerpiece of a city-wide park system, linking Lexington's urban core with the Bluegrass countryside.

The greenway accommodates pedestrians and cyclists, connecting more than 22 continuous miles of protected bike and pedestrian paths. Through this complete street project our team has implemented massive

improvements to bicycle, pedestrian, transit and vehicular systems all while implementing a world class, ecologically minded public space system.

The system connects urban, suburban and rural parts of the city, meaning residents who live near the 22-mile corridor will have safe, healthy mobility choices. In addition to improving connectivity and traffic, the greenway also introduces a number of environmental benefits and has been recognized nationally in 2022 by the Federal Highways Administration for environmental excellence. The project incorporates green infrastructure throughout downtown using features such as urban rain gardens, stormwater-capturing green streets, pervious paving and educational signage.









### Highlights

- Exhibits successful past performance designing and implementing custom public landscapes with LFUCG.
- Provides experience in the field on construction methods and complexities related to implementation of custom water features, walls, green infrastructure and other public space elements.
- Prioritizes public mulitmodal connectivity

#### Location

Lexington, KY

#### Size

2.1 Miles Multimodal Trail

#### Awards

2022 Federal Highways Administration Environmental Excellence Award KY ASLA NY ASLA National ASLA: Urban Design

#### **Team Members**

Louis Johnson Erin Masterson

#### Reference

Brandi Peacher Project Manager LFUCG 859.258.3152 bpeacher@lexingtonky.gov



## Splash! At Charles Young Park

LFUCG

Named after the legacy of a decorated soldier, teacher and civil rights leader from Kentucky, the Charles Young Park and Community Center has acted as an essential public infrastructure for the diverse East End community throughout its 85-plus year history. After recently renovating the park, community center and playground, an interactive water play feature called Splash! complements the renovations while also connecting the community to the Gresham Smith-designed Town Branch Commons greenway and providing education on Charles Young's life and legacy.

As designers, our job was to make sure the new park lived up to Colonel Charles Young's name and prioritizes the East End's people and culture. Since beginning the design process, the project team hosted discussions and workshops with stakeholders at the park's Community Center and gained vital feedback that informed the physical design of the water-play feature, walkways and safety features.

Design elements in the interactive splash pad illustrate the timeline and rich narrative of Charles Young's life and will educate visitors on the cultural history of the East End neighborhood. For example, fountain cross streams symbolize Colonel Young's braided arm band on his military uniform. Drawing upon the native Bluegrass landscape, the splash pad design mimics elements found in rural Kentucky such as creeks, shallow streams and steppingstones. Additional amenity features include a renovation of the existing restroom building, tuft walkway, bench swings and site lighting.









#### Highlights

- ADA-compliant park and water feature design
- Project completed in budget and on time
- Custom signage to reflect the community and history within the park

#### Location

Lexington, KY

#### Size

1 Acre

#### **Team Members**

Louis Johnson Erin Masterson Jenny Park

#### Reference

Brandi Peacher Project Manager LFUCG 859.258.3152 bpeacher@lexingtonky.gov



## Legacy Business Park (Coldstream Master Plan)

**LFUCG** 

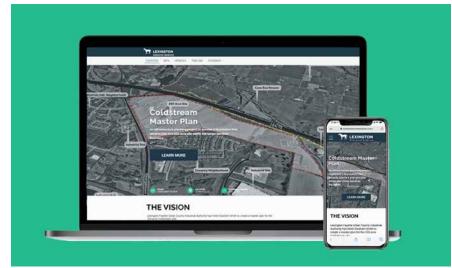
The City initially hired Gresham Smith to create a master plan for the 200-acre Coldstream site. The master plans goals included: attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways.

In the initial phase of the 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 Aquifier, 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. The project team then developed 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, we gathered input on the elements that are most pertinent to the community, such as traffic and roadway safety, access, visual impacts and land uses. Once feedback was integrated into the development strategy, the project team created an 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.

Our team is now working on the site development of the 200 acres, preparing construction documents for the site and Phase I infrastructure. Our team includes experts in site design, civil engineering, planning and zoning and landscape architecture. Along with stormwater and infrastructure design, we are also leading permitting and coordination with local agencies and utility companies to file a plan that is compliant with local regulations.







#### Highlights

- Completed the master plan in 5 months
- Innovative, digital community engagement
- Completed on time despite COVID-19 challenges using virtual tools and coordination

#### Location

Lexington, KY

#### Size

200 Acres

#### Team Members

Louis Johnson Erin Masterson Andrew Walls Jason Hale Jenny Park

#### Reference

Kevin Atkins Chief Development Officer LFUCG 859.258.3152 katkins@lexingtnoky.gov

Community Engagement

Approach

The Gresham Smith team will plan and coordinate community engagement for the project. The process will include four primary steps: Information gathering and sharing, stakeholder identification and prioritization, communication planning and execution, and reporting.

Working closely with LFUCG representatives and other partners, the project team will compile a stakeholders list. This list will likely include:

- LFUCG elected officials, administration and appropriate departments and divisions,
- · neighborhood associations,
- · business/corridor associations,
- · stakeholders,
- others who may benefit from or be impacted by the project,
- and the Lexington community as a whole.



BlueGrass Airport Passenger Survey Lexington, KY





Once the stakeholders are identified, the **team** will evaluate the following for each sector:

- Which stakeholders need to be informed and when?
- What do they currently know and what do they need to know?
- What does the project team need to learn from stakeholders?
- From whom should we seek information?
- At which point(s) in time should we engage them?
- What are the best approaches to outreach and engagement at this time?
- What, if any, regulatory requirements are there for public outreach for this project?

This information will be used to develop the community engagement plan.

Communication strategies will be targeted in nature when feasible, meaning outreach tactics will be focused to reach the appropriate stakeholders most efficiently without waste. In addition, opportunities for interested parties to be engaged as they seek news and updates may be provided through participating parties' media platforms, such as their websites, email distribution, social media, news outlets, and reports.

Engagement strategies may include some or all of the following:

- Small group or individual discussions
- Pop-up events and tabling
- Online surveys
- Opt-in links
- News releases and media events
- Public workshops and meetings
- Digital media
- Project landing page on LFUCG's website
- Banner or pop-up alerts on relevant pages of websites
- Project pages within participating organizations' social media platforms
- · Posts on social media
- Social media ads
- · Digital (banner) ads

We suggest there be stakeholder and community meetings be held at each of the phases to inform, engage, and share. More precise timing of audience engagement will be determined during the community engagement planning process with input from LFUCG.

- Project Start
- 2. Program Development
- 3. Draft Design
- 4. Final Design Presentation

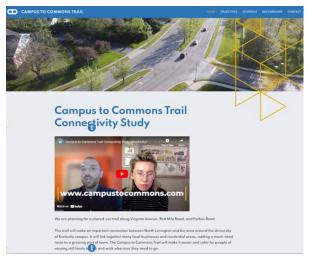
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**Responses** to all forms of interaction will be **documented** for inclusion in the report.





Lexington Area MPO Campus to Commons Trail Connectivity Study Lexington, KY



## Proposed Timeline

Anyone familiar with the Coldstream property knows that the land is a condensed representation of the inner bluegrass ecoregion featuring gently rolling bluegrass savannah, a prominent meandering stream, wetlands, and some mature hardwoods which complement our picturesque landscape. The prospect of preserving this property for a low-impact recreational purpose assures that the property will continue to be an asset to the community for future generations. The vision is to create a landmark destination that is tailored appropriately to fit within the context of the adjacent residential development and serve as a node along the Legacy Trail network.

The following represents our team's understanding of the schedule and associated milestones per the RFP:



2018 Parks and Recreation Master Plan

The 2018 Parks and Recreation System Master Plan identifies Coldstream Park as a regional park that is greatly underused, citing lack of amenities and underdeveloped land as contributing factors. The park is adjacent to the Masterson Station, an area forecasted to grow substantially in additional housing units likely creating additional demand on this regional park. This park has incredible potential to be a regional destination for a variety of outdoor programming as well as a neighborhood park for the adjacent community.

8 Weeks

## Task 1 Kick-off and Initial Site Analysis and Community Engagement Exercises

- Conduct Kick-off and Community Engagement Planning Process with Client Team
- · Mapping, Analysis and Basemap Development
- · Conduct initial round of targeted engagement exercises

8 Weeks

#### Task 2 Initial Schematic Design Master Plan Update (50%)

- Develop Park Master Plan Update with desired program
- Present 50% Schematic Design Master Plan in Public Forums
- Revise Master Plan

6 Weeks

## Task 3 Revise Schematic Design Master Plan (90%)

- Update Master Plan incorporating public comments
- Present Schematic Design in Public Forums for comment
- Revise Schematic Design and Final Master Plan Reveal
- Presentation to city administration and elected council representatives

8 Weeks

## Task 4 Design Development and Opinions of Probable Cost

- Validate design and develop plans to 50% design development
- Present plans to city team
- Develop plans to 75% level of completion for review
- Develop Opinion of Probable Cost
- Develop Plans to 90% level of completion for review
- · Revise Opinion of Probable Cost
- Present Plans to city administration and elected council representatives



## Past Performance on Contracts

with the Urban Government & Other Governmental Agencies/Private Industry

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.

| LFUCG<br>Town Branch Commons  | On Budget<br>Est. Construction: \$22,000,000<br>Act. Construction: \$20,193,934    | Ahead of Schedule<br>Est. Completion: 12/1/2022<br>Act. Completion: 10/13/2022 |
|---|--|--|
| LFUCG<br>Sidewalks Connectivity Projects                                  | On Budget<br>Est. Construction: \$341,592<br>Act. Construction: \$288,347          | Ahead of Schedule<br>Est. Completion: 4/1/2018<br>Act. Completion: 4/1/2018    |
| KYTC<br>KY 9  | On Budget<br>Est. Construction: \$5,041,346<br>Act. Construction: \$4,996,599      | Ahead of Schedule<br>Est. Completion: 8/1/2017<br>Act. Completion: 7/21/2017   |
| Rutherford County<br>Judicial Center                                      | On Budget<br>Est. Construction: \$73,000,000<br>Act. Construction: \$73,000,000    | Ahead of Schedule<br>Est. Completion: 6/1/2018<br>Act. Completion: 4/25/2018   |
| Confidential Fortune 500 Company<br>Crystal City Buildout                 | On Budget<br>Est. Construction: \$2,607,105<br>Act. Construction: \$2,601,130      | On Schedule<br>Est. Completion: 10/31/2016<br>Act. Completion: 10/31/2016      |
| Bascom Palmer Eye Institute - New<br>Outpatient Ambulatory Surgery Center | On Budget<br>Est. Construction: \$9,000,000<br>Act. Construction: \$9,000,000      | On Schedule<br>Est. Completion: 1/1/2015<br>Act. Completion: 1/1/2015          |
| Metro Public Health Department<br>Lentz Public Health Center              | On Budget<br>Est. Construction: \$26,800,000<br>Act. Construction: \$26,800,000    | Ahead of Schedule<br>Est. Completion: 7/15/2014<br>Act. Completion: 7/1/2014   |
| Nashville Electric Service<br>Operations and Training Center              | Under Budget<br>Est. Construction: \$15,000,000<br>Act. Construction: \$12,300,000 | On Schedule<br>Est. Completion: 11/30/2015<br>Act. Completion: 11/30/2015      |

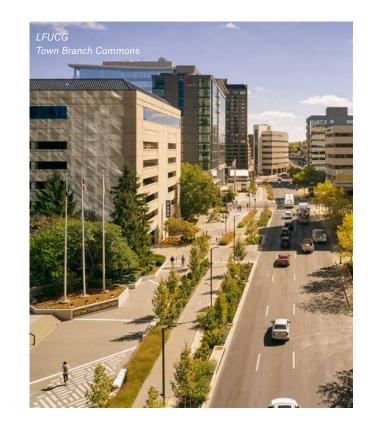




# Experience with LFUCG















## Degree of Local Employment

Our team is 80% Lexington-based, including our teaming partners Third Rock and Wiser Strategies. We are proud to have worked with LFUCG since 2015 and have a deep understanding of how the City gets projects done. Our team is made up of people who not only work out of our office in the City Center on Main Street but who also frequent the parks and trails throughout Lexington. This allows our team to be responsive and put our deep local knowledge of the stakeholders and landscape to work.







Gresham Smith's Lexington office regularly volunteers together throughout the area. We recently packed lunches for Lexington's Catholic Action Center and cleaned up Town Branch Commons. It's all part of our culture - contributing to the well-being of our communities!



Coldstream already serves as a regional park destination for northern Lexington, but it also offers tremendous opportunity for added recreational value. —Jason Hale Landscape Architect





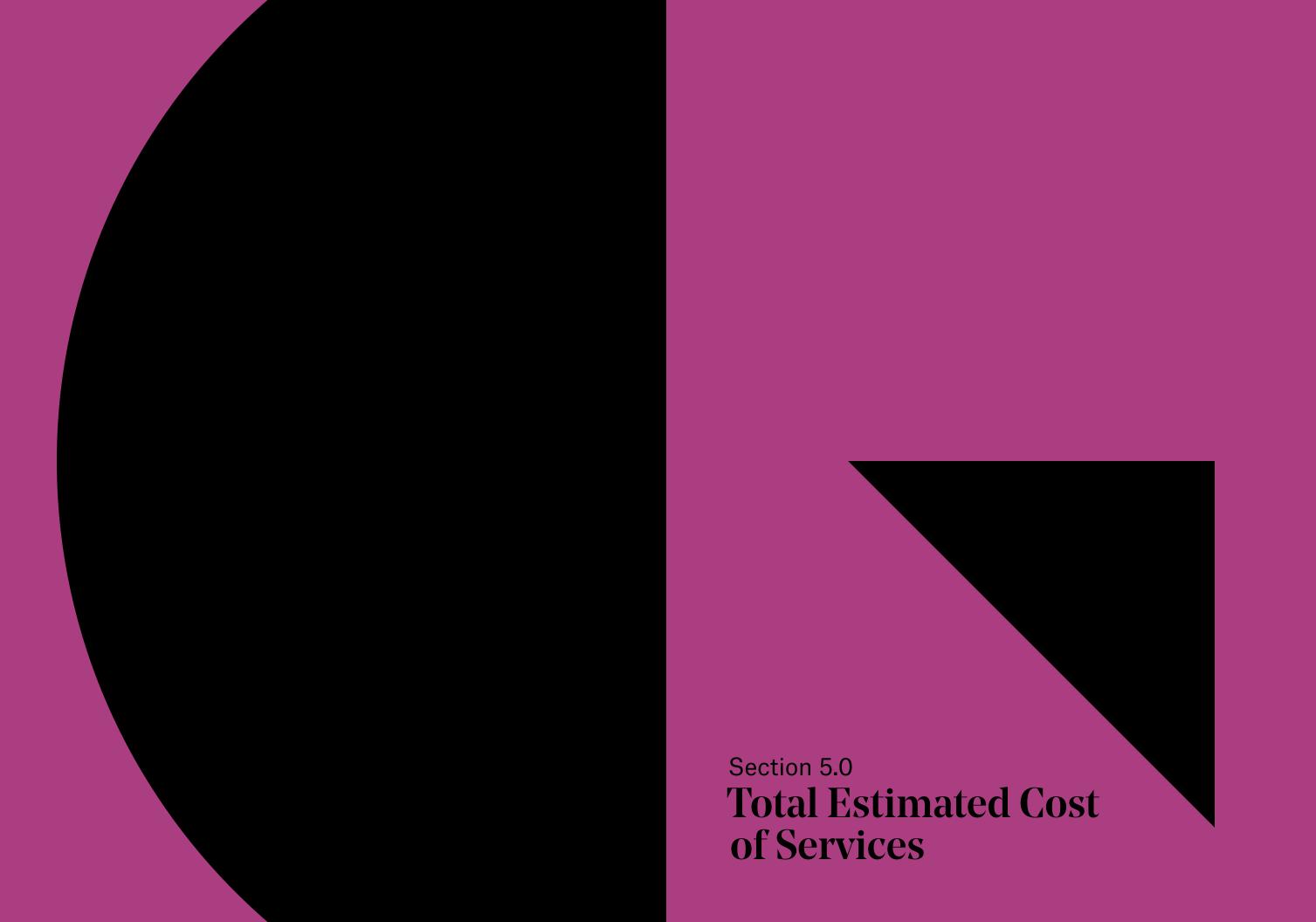






When the pandemic hit I relied on the Legacy Trail, and I can't imagine life without it! I've logged 350+ miles since May 2020.

—Erin Masterson Project Manager

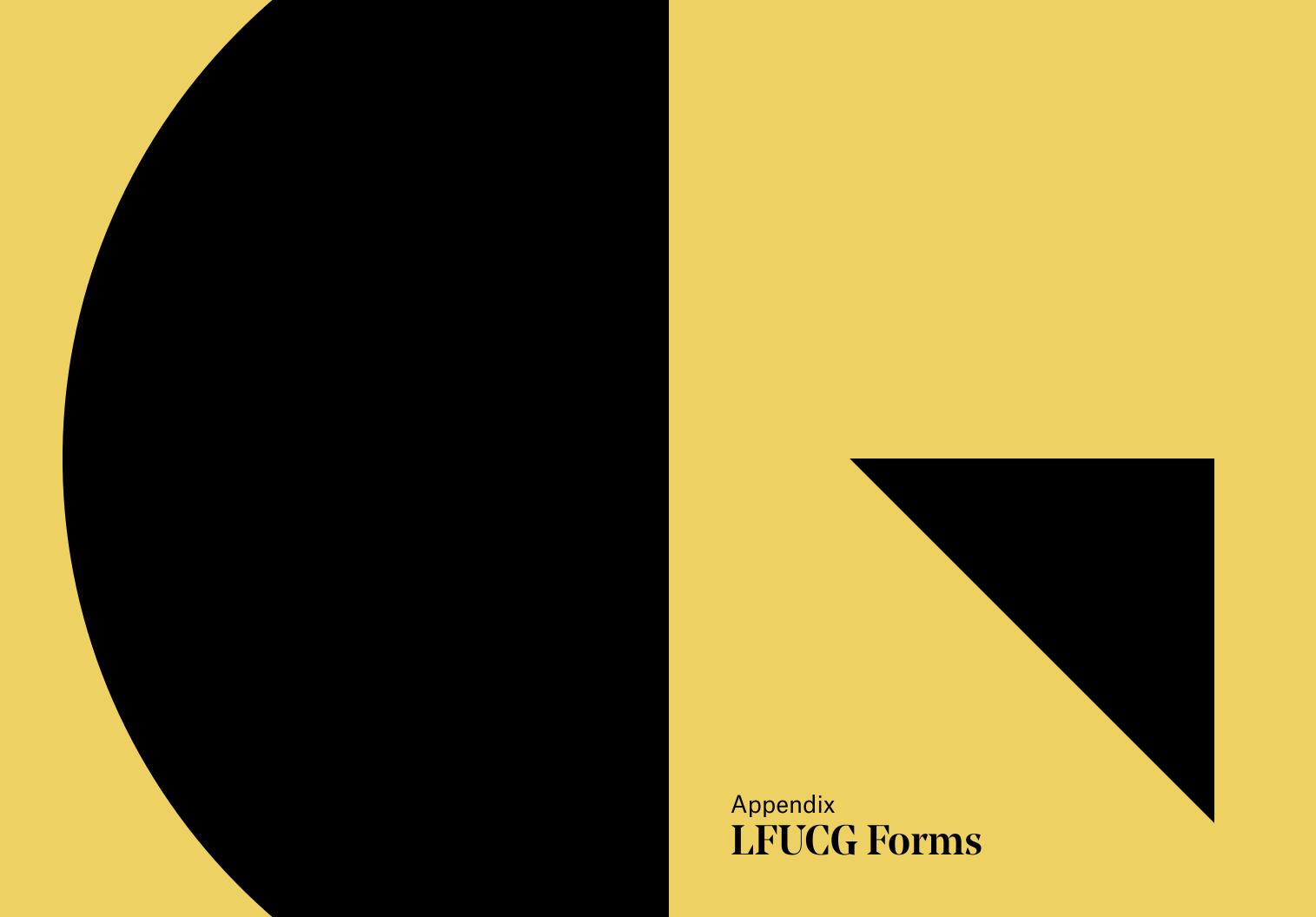


## Fee & Rates

We have developed a preliminary project schedule and fee as requested in the RFP. Our team anticipates mutually negotiating each item to ensure appropriate level of effort, timing and detail in order to meet project and client needs.

| Task  | Fee (Lump<br>Sum) |
|---|-------------------|
| Task A - Community Engagement                         | \$56,000          |
| Task B - Conceptual/Schematic Park Master Plan Update | \$41,250          |
| Task C -Design Development & Cost Estimate            | \$73,804          |
| Task D - Meetings & Milestones                        | \$18,404          |
| Total   | 189,458           |





#### 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 <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

#### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

#### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

#### AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."
- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
  - a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.
- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Data

#### Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

|  | AFFII                                   | DAVIT         |                              |  |  |  |  |
|--|---|---------------|------------------------------|--|--|--|--|
| Comos the 7 thant,   | Louis Johnson                           |               | , and after being first duly |  |  |  |  |
| sworn, states under penalty of pe  | erjury as follows:                      |               |                              |  |  |  |  |
| 1. His/her name is LOUIS   |   |               | and he/she is the individual |  |  |  |  |
| submitting the propo<br>of TICTSHAM SMITH  | sal or                                  | is the        | authorized representative    |  |  |  |  |
| the proposal (hereinafter referred   | to as "Proposer"                        | )             | , the entity submitting      |  |  |  |  |
| F F (  | , | ,-            |                              |  |  |  |  |
| 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 Procurement 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 vi   | iolated anv provisi                     | ion of Chapte | r 25 of the                  |  |  |  |  |

Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

56 | Gresham Smith Gresham Smith | 57 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.

| Furner Amant sayeth naught. |
|-----------------------------|
|                             |
| STATE OF KENTUCKY           |
| COUNTY OF THERSON           |
|                             |

NOTARY PUBLIC, STATE AT LARGE

ID: KYNP2422



#### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

ARESHAM SWITH

Name of Business

60 | Gresham Smith

#### **WORKFORCE ANALYSIS FORM**

| Name of Organization: | Gresham Smith |  |
|-----------------------|---------------|--|
|-----------------------|---------------|--|

| Categories       | Total | Wh<br>(No<br>Hispa<br>oi<br>Latii | ot<br>anic<br>r |    | panic<br>atino | Afri<br>Ame<br>(N<br>Hisp | ck or<br>can-<br>erican<br>Not<br>panic<br>atino | Haw<br>Ot<br>Pad<br>Isla<br>(N<br>Hisp | tive raiian nd her cific nder lot panic atino | Asi<br>(N<br>Hisp<br>or La | ot<br>anic | Amer<br>India<br>Alas<br>Nat<br>(no<br>Hisp<br>or La | n or<br>kan<br>ive<br>ot<br>anic | Two<br>mo<br>rac<br>(N<br>Hispa<br>o<br>Lati | re<br>es<br>ot<br>anic<br>r | Та  | otal |
|------------------|-------|-----------------------------------|-----------------|----|----------------|---------------------------|--|--|---|----------------------------|------------|--|----------------------------------|--|-----------------------------|-----|------|
|                  |       | М                                 | F               | M  | F              | М                         | F  | M                                      | F   | М                          | F          | М  | F                                | М  | F                           | М   | F    |
| Administrators   | 42    | 32                                | 6               | 3  | 0              | 1                         | 0  | 0                                      | 0   | 0                          | 0          | 0  | 0                                | 0  | 0                           | 36  | 6    |
| Professionals    | 858   | 390                               | 249             | 36 | 32             | 43                        | 34   | 1                                      | 2   | 36                         | 20         | 0  | 1                                | 4  | 10                          | 510 | 348  |
| Superintendents  |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Supervisors      | 81    | 49                                | 22              | 3  | 1              | 2                         | 2  | 0                                      | 0   | 2                          | 0          | 0  | 0                                | 0  | 0                           | 56  | 25   |
| Foremen          |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Technicians      | 68    | 40                                | 16              | 2  | 3              | 4                         | 1  | 0                                      | 0   | 0                          | 0          | 0  | 0                                | 1  | 1                           | 47  | 21   |
| Protective       |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Para-            |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Office/Clerical  | 88    | 28                                | 37              | 4  | 7              | 3                         | 5  | 0                                      | 0   | 1                          | 2          | 0  | 0                                | 0  | 1                           | 36  | 52   |
| Skilled Craft    |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Service/Maintena |       |                                   |                 |    |                |                           |  |  |   |                            |            |  |                                  |  |                             |     |      |
| Total:           | 1137  | 539                               | 330             | 48 | 43             | 53                        | 42   | 1                                      | 2   | 39                         | 22         | 0  | 1                                | 5  | 12                          | 685 | 452  |

Prepared by: Amy D. Denton, HRIS Manager Date: 01 / 29 / 2024

(Name and Title)

Revised 2015-Dec-15

LFUCG Forms

#### 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:                             | 100 West Main | Street | Lexington, KY     | 40507 |  |  |  |
|   | Street        |        | City              | Zip   |  |  |  |
|   |               |        |                   |       |  |  |  |
| Contact Name: John                            | Lavender      | Title: | Project Executive |       |  |  |  |
| <u></u>                                       |               |        |                   |       |  |  |  |
| T   |               |        |                   |       |  |  |  |
| Telephone Number: 615.770.8443 Fax Number:    |               |        |                   |       |  |  |  |
|   |               |        |                   |       |  |  |  |
| Email address: john.lavender@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 Procurement (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 <u>written documentation</u> 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 Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- 1. 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.

<u>Note</u>: 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.



## LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_\_\_3-2024

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

| MWDBE Company, Name,<br>Address, Phone, Email   | MBE<br>WBE or<br>DBE | Work to be Performed      | Total Dollar<br>Value of the<br>Work | % Value of<br>Total Contract |
|---|----------------------|---------------------------|--------------------------------------|------------------------------|
| 1.<br>Third Rock Consultants<br>2526 Regency Rd Ste 180<br>Lexington, KY 40503<br>859.977.2000<br>mforee@thirdrockconsultants.com | WBE                  | Environmental<br>Planning | \$26,000                             | 14%                          |
| 2.<br>Wiser Strategies<br>108 Esplanade, Sute 240<br>Lexington, KY 40507<br>859.269.0123<br>nancy@wiserstrategies.com             | WBE                  | Public<br>Engagement      | \$30,000                             | 16%                          |
| 3.  |                      |                           |                                      |                              |
| 4.  |                      |                           |                                      |                              |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

| Gresham Smith | Louis Johnson                                 |
|---------------|---|
| Company       | Company Representative                        |
| 1.25.24       | Executive Vice President, Land Planning Marke |
| Date          | Title   |



## MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_\_3-2024

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 John Lavender                      |
|--|---|
| Address/Phone/Email 100 West Main Street Suite 350 859.469.5610 john.lavender@greshamsmith.com | Bid Package / Bid Date  3-2024 / January 30, 2024 |

| MWDBE<br>Company Addres  | Contact<br>Person | Contact<br>Information<br>(work phone,<br>Email, cell) | Date<br>Contacted | Services<br>to be<br>performed | Method of<br>Communication<br>(email, phone<br>meeting, ad,<br>event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|--|-------------------|--|-------------------|--------------------------------|---|--|--------------------------|---------|
| Third Rock Consultants<br>2526 Regency Rd Ste 180<br>Lexington, KY 40503 | Molly Foree       | mforee@thirdrock<br>consultants.com<br>859.977.2000    | 1.9.24            | Environmental                  | Email   | \$26,000   | Female                   | N/A     |
| Wiser Strategies<br>108 Esplanade, Ste 240<br>Lexington, KY 40507        | Nancy Wiser       | nancy@wiser<br>strategies.com<br>859.269.0123          | 1.15.24           | Community<br>Engagement        | Email   | \$30,000   | 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.

| Date          | Title  |
|---------------|--|
| 1.25.24       | Executive Vice President, Land Planning Market |
| Company       | Company Representative                         |
| Gresham Smith | <u>Louis Johnson</u>                           |

## LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_\_\_3-2024

| 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.  |  | units to facilitate MWDBE and Veteran participation, actor may otherwise perform these work items with its  |
|---|--|---|
| 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. | businesses not rejecting the thorough investigation of the writing with a description a  | aith with interested MWDBE firms and Veteran-Owned em as unqualified without sound reasons based on a heir capabilities. Any rejection should be so noted in s to why an agreement could not be reached.  |
| Included documentation of advertising in the above publications with the bidders good faith efforts package   |  | businesses which were not used due to uncompetitive sunacceptable and/or copies of responses from firms not be submitting a bid.  |
| Attended LFUCG Procurement Economic Inclusion Outreach event  Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities   | unacceptable. The fact that contract work with its ow rejecting a MWDBE and/o  | it sound reasons why the quotations were considered<br>the bidder has the ability and/or desire to perform the<br>on forces will not be considered a sound reason for<br>or Veteran-Owned business's quote. Nothing in this<br>d to require the bidder to accept unreasonable quotes in |
| Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses  Requested a list of MWDBE and/or Veteran subcontractors or suppliers from  | Veteran-Owned businesses   | fer assistance to or refer interested MWDBE firms and to obtain the necessary equipment, supplies, materials, a satisfy the work requirements of the bid proposal   |
| LFUCG and showed evidence of contacting the companies on the list(s).   | Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.  |   |
| Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.   | X Otherany other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.  |   |
| 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.  | 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. |   |
| Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.   | 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.   |   |
| X Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements   | Gresham Smith  | Louis Johnson   |
| of the contract.  | Company  | Company Representative  |
| 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  | 1.25.24<br>Date  | Executive Vice President, Land Planning Market Title  |

From: Louis Johnson < louis.johnson@greshamsmith.com>

Sent: Wednesday, January 17, 2024 4:22 PM

To: Erin Masterson <erin.masterson@greshamsmith.com>; Molly C. Foree <mforee@thirdrockconsultants.com>; John Lavender <john.lavender@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Cc: KY20-025 GSP Coldstream Industrial Park <KY20-025 GSP Coldstream Industrial Park </mackenzie.davis@greshamsmith.com>

Cc: KY20-U25\_GSP\_Coldstream\_industrial\_Park < KY20-U25\_GSP\_Coldstream\_industrial\_Park@thirdrockconsultants.com>

Subject: RE: [EXTERNAL] FW: LFUCG Upcoming Proposal Opportunity: RFP-3-2024 Consultant for Coldstream Regional Master Plan

Molly – We would love to collaborate on this one again if you all are interested again! Hoping a lot of our prior approach will be relevant still. I am copying John Lavender who leads our Parks and Rec team and will be leading this response for us.

Thanks –

Louis

Louis R. Johnson, PLA, ASLA Executive Vice President – Land Planning Gresham Smith

D: 502.627.8924

From: Casey L. Mattingly < cmattingly@thirdrockconsultants.com >

Sent: Monday, January 22, 2024 1:38 PM

To: Louis Johnson < louis.johnson@greshamsmith.com >; Erin Masterson < erin.masterson@greshamsmith.com >; Molly C. Foree < mforee@thirdrockconsultants.com >; John Lavender < john.lavender@greshamsmith.com > Mackenzie Davis mackenzie.davis@greshamsmith.com >

Cc: KY20-025 GSP Coldstream Industrial Park <KY20-025 GSP Coldstream Industrial Park@thirdrockconsultants.com>

Subject: RE: [EXTERNAL] FW: LFUCG Upcoming Proposal Opportunity: RFP-3-2024 Consultant for Coldstream Regional Master Plan

Louis,

Following up on this. Molly wanted me to let you know that we are good to join your team. Please let us know what you need. We are hoping all the heavy lifting will be able to be extrapolated from the last time. Thanks.

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: John Lavender < john.lavender@greshamsmith.com > Sent: Thursday, January 25, 2024 3:23 PM

To: nancy wiserstrategies.com < nancy@wiserstrategies.com

Cc: Mackenzie Davis < mackenzie.davis@greshamsmith.com >

Subject: Coldstream Park Master Plan

Nancy,

It was good talking with you today on the Coldstream Park Master Plan opportunity. We are happy to have you join our team and look forward to working with you on this effort. Please let me know if you have any questions Talk to you soon.

⊕ Reply 
 ← Reply All → Forward | I

John

John Lavender, PLA Project Executive Land Planning

D: 615.770.8443

nancy wiserstrategies.com < nancy@wiserstrategies.com

nancy wiserstrategie
To John Lavender
Cc Mackenzie Davis

1) You replied to this message on 1/25/2024 2:42 PM.

John,

Thank you for inviting us to be part of your team for the Coldstream Park Master Plan. We are pleased to have an opportunity to join with Gresham Smith for community engagement and related components.

All the best

Nancy

Nancy Wiser, President Wiser Strategies 108 Esplanade, Suite 240

Lexington, KY 4050

859.227.8850 mobile

From: Mackenzie Davis <mackenzie.davis@greshamsmith.com>

Sent: Thursday, January 25, 2024 1:24 PM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: LFUCG DBE List

You don't often get email from <u>mackenzie.davis@greshamsmith.com</u>, <u>Learn why this is important</u>

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

Hi Sherita, could I get an updated MWDBE list?

Thank you!

Mackenzie Davis

D: 615.770.8125 M: 859.221.9749

W. 039.221.974

Gresham Smith 222 Second Avenue South, Suite 1400 Nashville TN 37201-2308

GreshamSmith.com

72 | Gresham Smith

LFUCG Forms

#### **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

Gresham Smith | 73

- 9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
- Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

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

#### B. At Will Termination

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

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

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

- 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.

|           | 1,29,24 |  |
|-----------|---------|--|
| Signature | Date    |  |

### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

#### INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- 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

3

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:

| Coverage   | <u>Limits</u>  |
|--|--|
| General Liability<br>(Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Auto Liability   | \$1 million per occurrence   |
| Worker's Compensation  | Statutory  |
| Employer's Liability   | \$100K   |
| Professional (E&O) Liability                                   | \$1 million per claim  |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### **Deductibles and Self-Insured Programs**

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

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

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

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

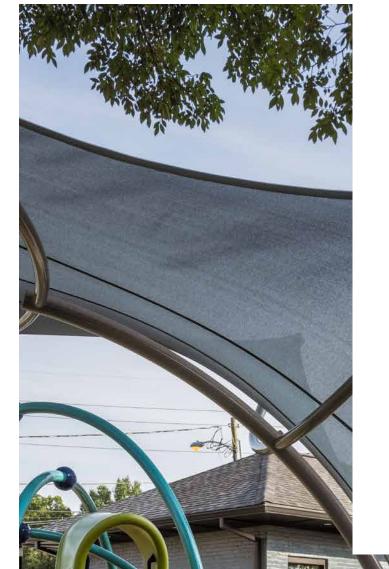
00548704

2

## Risk Management Provisions

Insurance & Indemnification

We will supply blanket endorsements consistent with the parties' agreed upon agreement and our insurance policies will be provided after execution of the agreement. The insurance and indemnification provisions contain language that may impact our ability to maintain our insurance coverage for the project. We would appreciate the opportunity to negotiate this language in sections 1, 2, 3 and 6 so that coverage could be maintained.



# Why Gresham Smith?

#### **Expertise**

Depth of experience and cadre of resources with our of effective project top experts in architecture and engineering.

#### Collaboration

Our in-house architecture and engineering teams have simultaneously worked on similar projects for decades.

#### Responsiveness

Creative solutions to complex challenges.

#### Consistency

Proven track record management.

#### Flexibility

Handling curve balls while maintaining quality and protecting schedule and budget.

#### Scalability

Multifaceted, integrated resources to ensure a successful project.





Genuine Ingenuity

Alpharetta, GA Atlanta, GA Baton Rouge, LA Birmingham, AL Buford, GA Charlotte, NC Chattanooga, TN Chicago, IL Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Ft. Lauderdale, FL Jackson, MS
Jacksonville, FL
Knoxville, TN
Lexington, KY
Louisville, KY
Memphis, TN
Miami, FL

Nashville, TN Orlando, FL Richmond, VA Tallahassee, FL Tampa, FL 100 West Main Street Suite 350 Lexington, KY 40507 859.469.5610 GreshamSmith.com