

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 20th, 2014 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MSK2, LLC. (**CONSULTANT**). **OWNER** intends to proceed with urban planning and economic analysis of the Euclid Avenue/Avenue of Champions and South Limestone corridors in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include the Existing Conditions Analysis, Opportunities Analysis, and Implementation Strategy for the corridor as contemplated in the **OWNER**'s Request for Proposal No. 25-2014. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 25-2014.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning 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 CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 25-2014 (Exhibit "A") and Consultant's Response dated April 24, 2014 (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. 25-2014 (Exhibit "A").

After written authorization to proceed with Task 1-Existing Conditions Analysis, Task 2 – Opportunities Analysis and Task 3 – Implementation Strategy **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare Task 1, 2 & 3 analysis and strategy as well as all

required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

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

The General Condition provisions of RFP No. 25-2014 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

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.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

<u>Phase A Cost (Total Cost of Services Below)</u>	\$75,000
Task 1- Existing Conditions Analysis:	\$16,000
Task 2 – Opportunities Analysis:	\$35,000
Task 3 – Implementation Strategy/Final Report:	\$21,500
Reimbursable Expenses:	\$2,500

5.2. Times of Payment.

5.2.1. **CONSULTANT** 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 **CONSULTANT'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 **CONSULTANT'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 **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 25-2014 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS

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

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

OWNER:

CONSULTANT:

Chui Herrmann
Principal
May 20, 2014

Exhibit A



Lexington-Fayette Urban County Government Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2014 Commercial Corridor Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 24, 2014**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #25-2014 Commercial Corridor Study

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person or firm (including a joint venture or association) with the economic and urban planning analysis required by the scope of work.
2. Capacity of the person or firm to perform the work, including data collection, analysis, and/or other specialized services.
3. Reputation of firm (including a joint venture or association) with regard to the specific analysis required by the scope of work.
4. Past record and performance on contracts with the Urban County Government, other governmental agencies, and private industry with respect to factors such as control of cost, quality of work, and ability to meet schedules, and effectiveness of recommendations made.
5. Familiarity with the study area, scope of work, and details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated cost of services

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2014.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**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 goal for the utilization of Disadvantaged Business Enterprises 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:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of 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 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 Central Purchasing 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(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.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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 misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

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 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 to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

_____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms 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.

_____ Included documentation of quotations received from interested MWDBE firms 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.

_____ 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Professional Liability million aggregate	\$1 million per occurrence, \$2
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER, unless OWNER waives requirement.
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.

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

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00274553

REQUEST FOR PROPOSALS (RFP)

Euclid Avenue and South Limestone Commercial Corridor Study

Overview

The Lexington-Fayette Urban County Government (LFUCG) is requesting proposals from qualified consulting firms to provide urban planning and economic analysis of the Euclid Avenue/Avenue of Champions and South Limestone corridors in Lexington, Kentucky. The goal of this study is to identify actionable, data-driven strategies to fully realize the economic potential of the study area.

The scope of work includes three distinct sections: Existing Conditions Analysis, Opportunities Analysis, and Implementation Strategy. In addition, there are three deliverables that represent the culmination of the scope of work: a written report of findings, a presentation of these findings, and raw data collected as part of the scope of work.

The project will be awarded as a not-to-exceed contract, with a total project budget of \$75,000. Proposals will be evaluated using LFUCG's procurement guidelines and with respect to the extent to which scope of work and deliverables are satisfied within the stated budget.

Study Area

The study area follows two corridors situated between the University of Kentucky campus and Lexington's downtown core. The area includes the Euclid Avenue/Avenue of Champions Corridor from its intersection with High Street, to its intersection with Upper Street, and the South Limestone corridor from its intersection with Avenue of Champions, to its intersection with High Street.

Lexington's downtown core is the central business district and urban center of the second largest city in Kentucky. Lexington has a population of 305,489 and is a regional hub for business, education, healthcare, and other economic activity.

The University of Kentucky is the state's flagship land-grant university. The university serves 28,928 undergraduate, graduate, and professional students. The University is also the city's largest employer, employing over 12,000 full-time employees.

The corridors that comprise the study area include single and multi-family housing, retail, restaurants and nightlife, higher education and healthcare facilities, and other professional offices.

Scope of Work

1. Existing Conditions Analysis

The existing conditions analysis seeks to identify the current conditions in the study area as a means of establishing a baseline for recommendations and other components

outlined in the scope of work. This analysis will focus on collecting data in the study area regarding a variety of topics relevant to future development.

Land and Building Use

A survey of current land and building use in the study area is necessary to establish a baseline for further analysis. This examination may include the study of public data regarding properties in the area, in-person visits, and/or privately available information.

Infrastructure

Documentation of current infrastructure is an important part of identifying strategies to recognize the full economic potential of the corridor. This examination may include the study of multi-modal traffic networks, storm and sanitary sewers, electric, gas and water utilities, and other infrastructure necessary for future development.

Retail Inventory

An inventory of current retail supply in the study area is a critical component of this analysis. This examination will include the collection of information regarding all current retail-occupied or retail appropriate spaces, a categorization of those spaces into retail categories, and assessment of the class of space.

Residential Inventory

An inventory of current residential use is important to understand the mixed-use and residential opportunities in study area. This examination will include the collection of information regarding all current residential and residential appropriate spaces, and a categorization of those spaces into residential categories.

2. Opportunities Analysis

The opportunities analysis draws upon the Existing Conditions Analysis completed as part of the scope of work and a market study of the entire Lexington area to identify potential opportunities in the study area. This analysis will focus on retail and residential opportunities, but may include observations and recommendations regarding other sectors as they arise through the examination of relevant data.

Market Study

In order to develop potential retail and residential opportunities in the study area, a market study of retail and residential demand in the entire Lexington area is necessary. This analysis will be compared with the current retail and residential inventory identified as part of the scope of work. This examination may include the development of customer profiles, demographic analysis, competition analysis, and other economic analysis as necessary.

Potential Retail Opportunities

Identifying the appropriate retail opportunities and strategies to capitalize on these opportunities is the most basic goal of this analysis. All available tools should be employed to compare the market study with retail inventory in an effort to develop potential areas of unmet demand, and suitable locations in the study area to satisfy this

unmet demand. This examination may include economic data collection and analysis, location and built environment analysis, and other research as necessary.

Potential Residential Opportunities

The study area includes residential uses ranging from single-family homes, to high density residential, and mixed use areas. All available tools should be employed to compare the market study with residential inventory in an effort to develop potential areas of unmet demand, and the suitable locations in the study area to satisfy this unmet demand. This examination may include economic data collection and analysis, location and built environment analysis, and other research as necessary. The retail and residential opportunities are highly interconnected and should be addressed as such

3. Implementation Strategy

The implementation strategy is crucial to realizing the economic potential of the corridor. Utilizing the information gathered in the Existing Conditions Analysis and Opportunities Analysis, this strategy will focus on actionable opportunities and the short, medium, and long term goals needed to capitalize on these opportunities.

Key Opportunities

The implementation strategy should include key opportunities that are an unmet economic demand and well suited for the study area. The opportunities should encompass the results of the data analysis required elsewhere in the scope of work. This section should include prioritized recommendations regarding retail, residential, and any other category which is identified through the scope of work.

Economic Development Strategies

The implementation strategy should identify economic development strategies. This section should specify the responsible parties, and organizations, and the specific tools and strategies that should be used by these organizations to capitalize on the key opportunities. These strategies and tools may include recruitment and marketing approaches, specific necessary resources, and any other recommendations.

Barriers to Success

The implementation strategy should itemize the barriers to success of the key opportunities as well as recommendations on how to mitigate these barriers. This section should include policy recommendations, infrastructure investments, and other means of alleviating challenges to capitalizing on the key opportunities.

Measurable Goals

The implementation strategy should include goals for all responsible parties and organizations identified in the scope of work. These goals should be easily measured, and directly linked to the achievement of successful outcomes in the study area. This section should include short, medium and long term goals, as well as the priority of these goals.

Deliverables

1. A written report of findings as described in the scope of work. This report should include an executive summary of findings, as well as maps, and other visual elements to illustrate the findings. This report should be detailed but accessible, as it will be shared with a variety of stakeholders.
2. A PowerPoint or similar presentation to be made to city leaders summarizing the written report.
3. All raw data collected as part of the scope of work in machine-readable format, so that it may be updated on an ongoing basis and used in future analysis.

RFP #25-2014 - Commercial Corridor Study					
Consultant Name:					
Selection Criteria	Notes	Total Points	Score(1-5)	Weighted Score	Comment
Specialized experience and technical competence of the person or firm (including a joint venture or association) with the economic and urban planning analysis required by the scope of work.		20	0		Weighted Score= (Total Points/5)xScore
Capacity of the person or firm to perform the work, including data collection, analysis, and/or other specialized services.		10	0		Weighted Score= (Total Points/5)xScore
Reputation of firm (including a joint venture or association) with regard to the specific analysis required by the scope of work.		10	0		Weighted Score= (Total Points/5)xScore
Past record and performance on contracts with the Urban County Government, other governmental agencies, and private industry with respect to factors such as control of cost, quality of work, and ability to meet schedules, and effectiveness of recommendations made;		10	0		Weighted Score= (Total Points/5)xScore
Familiarity with the study area, scope of work, and details of the project.		10	0		Weighted Score= (Total Points/5)xScore
Estimated Cost of Services		30	0		Weighted Score= (Total Points/5)xScore
Degree of local employment to be provided by the person or firm in the performance of the contract.		10	0		Weighted Score= (Total Points/5)xScore
Final Technical Score		100	0	0	

DBE Participation(Name) _____
 DBE Portion(Percentage) _____
 Affidavit _____

Evaluator: _____

Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments: _____

Description	Adjective	Numeric Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

EXHIBIT B



UPPER STREET
HIGH STREET
EUCLID AVENUE

PROPOSAL FOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT RFP #25-2014 COMMERCIAL CORRIDOR STUDY

Columbus
Lexington
Covington
Indianapolis

462 South Ludlow Alley, Columbus, Ohio 43215 | 614.621.2796
163 East Main Street, Lexington, Kentucky 40507 | 859.280.3222
27 West 7th Street, Covington, Kentucky 41011 | 859.957.0957
405 Massachusetts Avenue, Suite 2A, Indianapolis, Indiana 46204 | 317.423.9600

MKSK

APRIL 24, 2014

TODD SLATIN
PURCHASING DIRECTOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ROOM 338, GOVERNMENT CENTER
LEXINGTON, KY 40507

MKSK

462 S. LUDLOW ALLEY
COLUMBUS, OH 43215
614.621.2796

**Re: Request for Proposals for the Euclid Avenue and South Limestone Commercial Corridor Study
RFP #25-2014 Commercial Corridor Study**

Dear Mr. Slatin:

MKSK, along with our consultant partners, are honored to present this proposal to develop a Commercial Corridor Study for Euclid Avenue and South Limestone. The MKSK team understands that the Lexington-Fayette Urban County Government (LFUCG) seeks to develop actionable, data-driven strategies to fully realize the economic potential of these two corridors and the adjacent neighborhoods.

The MKSK team combines localized knowledge and resources with regional and national expertise. Doing so allows our market study and planning process to move seamlessly from data gathering and analysis to the specific policy recommendations, catalyst projects and urban design and infrastructure improvements that will transform the study area. This holistic approach goes beyond typical market studies that define the current potential of a study area. The MKSK team will focus instead on existing and future trends and the ultimate vision that LFUCG and stakeholders have for this dynamic study area.

The key strengths of our multidisciplinary team are as follows:

MKSK, Columbus, OH and Lexington, KY

- MKSK will serve as the project lead, guiding the corridor study process and coordinating with client team.
- Planning and project management will be handled from our Columbus office, while Urban Design and Development Site Analysis will be handled by our local Lexington office.
- In addition to working on recent downtown streetscape master plans and project implementation in Lexington, MKSK is experienced in working in dynamic urban environments. We understand the complex interplay between Downtown areas, Universities, and Urban Neighborhoods and have successfully worked on plans and implemented projects that create cohesive, lively urban districts.
- MKSK has worked with numerous local, regional and national developers to implement urban infill projects.
- Our approach to planning is strategic, action-oriented, and targeted to meet the specific goals of each community in which we work. We measure our success through our record of implementation.
- We bring a specific focus on building stronger communities and providing place-making strategies that support well-connected neighborhoods and destinations and that promote a healthy community environment.
- We bring the proven ability to establish a vision that to establish a vision that is grounded in regional market realities that can be implemented and have a lasting economic impact.

Development Strategies, St. Louis, MO

- Development Strategies is a national practice providing economic and market research, strategic land use planning, and development strategies for growing and redeveloping communities.
- MKSK and Development Strategies are currently collaborating with the Louisville Downtown Development Corporation on a strategic Downtown Master Plan that identifies opportunities for catalytic redevelopment, mixed use housing, waterfront development, and neighborhood development.



EHI Consultants, Lexington KY

- EHI is a Lexington-based Engineering Planning and Design firm with nearly 20 years experience. Their local knowledge and civil & transportation engineering and planning expertise will bring added value to the project.
- EHI is a DBE certified firm with the Commonwealth of Kentucky Transportation Cabinet

We are excited to help the LFUCG envision and plan for its future and we look forward to further discussions with you about our team's strategic approach to this Commercial Corridor Study.

Sincerely,
MKSK

A handwritten signature in cursive script that reads "Chris Hermann".

CHRIS S. HERMANN, AICP, PRINCIPAL
E: chermann@mkskstudios.com
P: 614.621.2796



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4. Cost Proposal

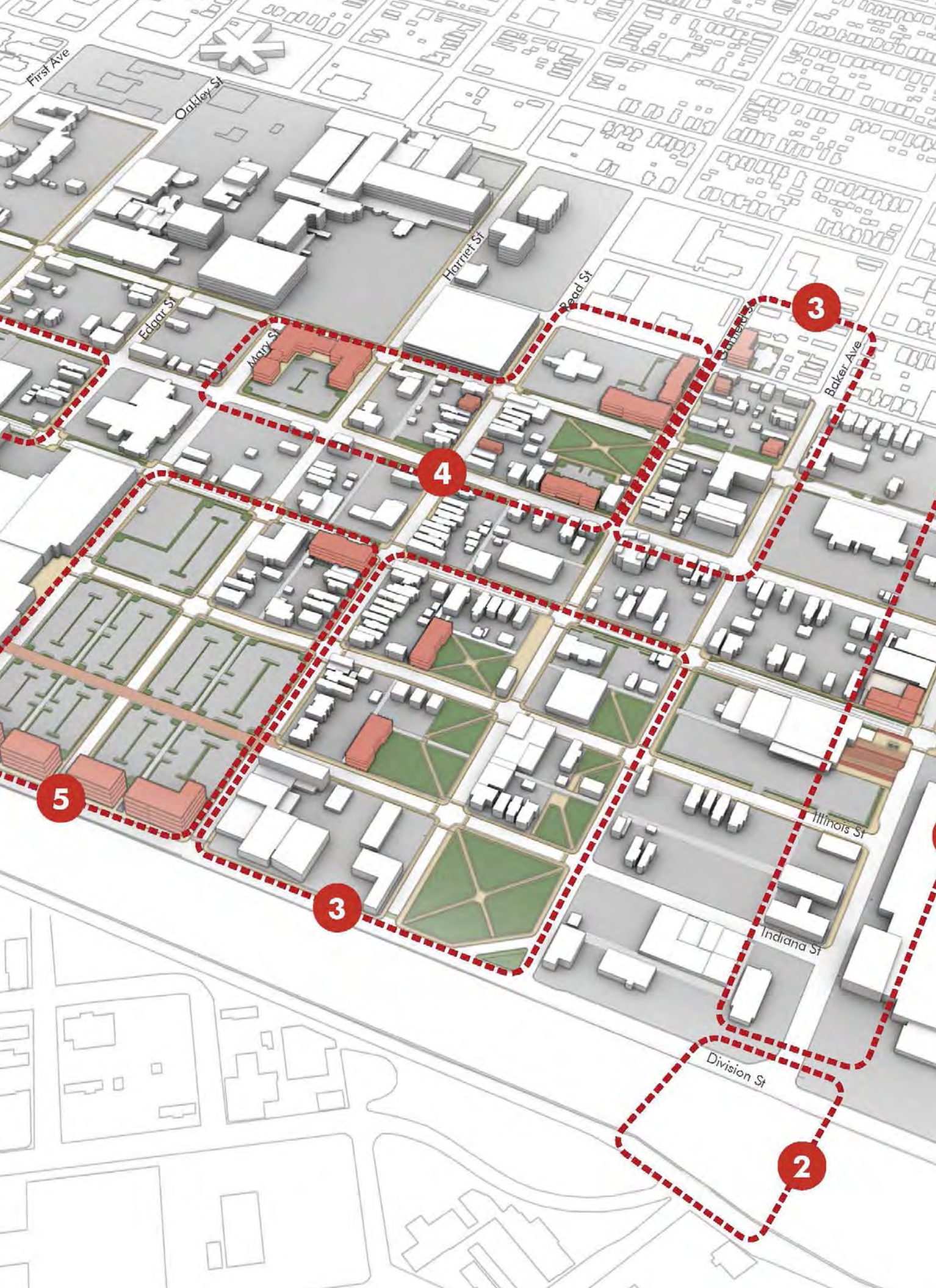
APPENDIX - Forms

Columbus office: 614.621.2796
462 S. Ludlow Alley, Columbus, OH 43215

Lexington office: 859.280.3222
163 E. Main Street, Lexington, KY 40507

Covington office: 859.957.0957
27 W. 7th Street, Covington, KY 41011

Indianapolis office: 317.423.9600
405 Massachusetts Avenue, Indianapolis, IN 46204





CONTACT INFORMATION

LEAD FIRM NAME & PRIMARY CONTACT INFORMATION

MKSK

Chris Hermann, AICP, PRINCIPAL-IN-CHARGE (authority to negotiate & bind contract)

MKSK

462 South Ludlow Alley, Columbus, OH 43212

E: chermann@mkskstudios.com

W: 614.621.2796

Local Office

MKSK

163 E. Main Street, Lexington, KY, 40507

E: aknight@mkskstudios.com

W: mkskstudios.com

O: 859.280.3220

C: 859.559.7337

Tax ID: 45-3413259

FORM OF ORGANIZATION

MKSK SERVICES OFFERED:

Community Planning, Urban Design, Landscape Architecture, Environmental Graphics

MKSK FIRM PROFILE

Since 1990, MKSK has made an impact on the design and planning fields with creative solutions to a diversity of design challenges. A combination of creative problem solving and technical expertise has resulted in hundreds of built projects. With a studio of gifted professionals and a guiding principle of design excellence, MKSK strives to raise the standard of landscape architecture, land planning, and urban design services. The firm's success is based on a team of design and planning professionals driven to push each project to a higher level of quality. With backgrounds in landscape architecture, planning, and urban design the staff



brings a broad range of skills, creativity and experience to each project. From concept to construction detailing, strategic planning to implementation, an emphasis on innovation is the hallmark of our design studios.

The diversity of projects and the consistent high-quality design and planning expertise has created a growing sphere of recognition and respect for MKSK in the industry. From urban parks to environmental parks and from campus planning to community planning, the work of MKSK has generated a network of satisfied clients and users throughout the region, the country and abroad. With the goal of meeting new design challenges with fresh ideas, MKSK is at the forefront of the profession, leaving as a legacy the beauty of its craft on the land.

MKSK EXPERTISE

Our planning approach focuses on helping communities fully realize their potential by providing plans, collaborative services, design approaches, and policy tools that address each community's specific needs and goals. Our team of highly qualified planners brings both private practice expertise, as well as a wide range of public planning experience to projects both large and small. By continually evolving planning processes and crafting individualized solutions for each community, our planners are able to create plans that clearly communicate effective strategies and facilitate success.

There are three elements that are consistent in our firm's approach:

- A focus on quality design,
- An inclusive, communication-based approach for coordination of community interests into a common goal
- A strategic approach to implementation that is grounded in reality but innovative in its solutions.

These elements have directly led to renewed investment and improved quality-of-life in the communities in which we have worked.

Our planners have the unique ability to work in conjunction with the firm's landscape architecture and urban design studios to bring multi-disciplinary expertise, high quality design, and achievable, real world solutions to all of its planning efforts. This ability, combined with the firm's focus on quality graphic presentations, enhances the ability of the planning studio to effectively communicate and gain consensus on plan concepts, ideas, and strategies. The skills of the firm contribute elements to the process and the plan, including 3-D graphics and before-and-after renderings. The results are thoughtful, meaningful, and implementable plans that spur action and provide a framework for transformational change.



MKSK LEXINGTON EXPERIENCE

MKSK have a track record of successful collaboration with the LFUCG (under our previous name Kinzelman Kline Gossman) these projects include: Lexington Streetscape Master Plan, Lexington Non-Residential Infill Study, Lexington Streetscape Implementation Phase 1, Distillery District Infrastructure Improvements, and the design and implementation of the Cheapside Park Entertainment District and Market Pavilion.

SUB CONSULTANT TEAM MEMBERS

DEVELOPMENT STRATEGIES

Development Strategies is a St. Louis-based consulting firm, founded in 1988, with a national practice providing economic and market research, strategic and land use planning, counseling, and valuation services. The firm ranks among the strongest independent providers of development consulting and appraisal services in America. With the mission to provide sound strategic guidance in real estate, community, and economic development, DS have assembled a team of experts that work collaboratively to find the best solution. DS professionals hold various graduate degrees in business administration, urban and regional planning, architecture, urban affairs, community planning, economics, geography, real estate development, geographic information systems (GIS), and urban design. The varied backgrounds of the DS team is appropriate for the diversity of their clients, which range from for-profit to non-profit, small businesses to major corporations, local governments to federal agencies, and foundations and institutions of all types.

The foundation of Development Strategies services is quality research and analysis. Their effort is placed in applying market reality to an optimistic future, resulting in wise investment of clients' resources. The depth and range of their collective knowledge and experience provide great value to clients in achieving effective implementation of their visions, plans, and strategies.

EHI CONSULTANTS, CERTIFIED DBE

EHI Consultants provides expertise in civil engineering and planning. EHI was founded in 1995 in Lexington, Kentucky to provide the highest quality of planning and engineering design services. Their diversity provides the capability to program, plan, design and implement a range of housing, planning, and engineering projects. EHI are committed to the improvement of the natural, social, physical and cultural environments. EHI believes that engineering, design and planning should complement each other and are not mutually exclusive.

LIST OF KEY PERSONNEL ASSIGNED TO PROJECT

NAME	FIRM	ROLE
Justin Goodwin, AICP	MKSK	Project Manager
Chris Hermann, AICP	MKSK	Principal in Charge
Andrew Overbeck, AICP	MKSK	Project Planning
Andy Knight, PLA	MKSK	Urban Design
Matthew Wetli, AICP	DEVELOPMENT STRATEGIES	Team Leader, Market Analysis
Steve Schumann	DEVELOPMENT STRATEGIES	Housing Market Analysis
Matt Bauer, AICP	DEVELOPMENT STRATEGIES	Retail Analysis
Edward Holmes, AICP	EHI CONSULTANTS	Infrastructure Assessment, Civil & Traffic Engineering, Planning Support
Ryan Holmes	EHI CONSULTANTS	Urban Planning/Analysis Support
Rachel Phillips, AICP	EHI CONSULTANTS	Urban Planning/Analysis Support

SUMMARY OF QUALIFICATIONS OF KEY STAFF

MKSK

JUSTIN GOODWIN, AICP, PROJECT MANAGER has nine-years-experience in public sector planning and implementation strategies for catalytic development projects. As a Project Manager, Justin has managed a variety of projects and multi-disciplinary teams to create collaborative and holistic plans. As a former City Planner, Mr. Goodwin oversaw long-range plans, form based code regulatory framework, and strategic plans. Projects that have encompassed his commercial corridor and land use planning expertise include the Scioto River Corridor Urban Design Framework, Bridge Street Corridor Development Code, Metro/Blazer Office District Viability Study, and Dublin Community Plan while with the City of Dublin. Justin is currently involved in similar commercial corridor and urban design studies in West Lafayette and Monroe County, Indiana.

CHRIS HERMANN, AICP, PRINCIPAL-IN-CHARGE will be the ultimate point of responsibility for quality of design and process for the plan. His 20 years of experience includes planning and visioning for comprehensive community plans, downtown and strategic plans, neighborhood and mixed use developments. His experience also includes urban design, community revitalization/reinvestment, economic development, form-based codes, design guidelines, site plan review, zoning and subdivision regulation, and streetscape enhancement. Chris's breadth of experience, understanding of land use and development issues, and aptitude for thorough development review are complemented by his strong public presentation ability and community facilitation experience. His experience includes leading over 30 community planning initiatives throughout the region. He is a graduate of the University of North Carolina and holds a Master of City and Regional Planning, 1992. He is currently engaged as the Principal-in-Charge for the Louisville Downtown Master Plan.

ANDREW OVERBECK, AICP, SENIOR ASSOCIATE, PROJECT PLANNER has worked in cities throughout the region on award-winning downtown plans and public realm improvements with a focus on economic development, sustainability, and connectivity. He was the project manager for both the Louisville Downtown Connectivity Study, the East Downtown Connectivity Study, and the Louisville Downtown Master Plan, that have created a framework for urban revitalization. Matching his strong planning background with his ability to facilitate public discussion, Andrew is able to effectively communicate and build consensus for solutions that enhance and invigorate cities. He holds a Masters of City and Regional Planning from The Ohio State University and is a member of the American Institute of Certified Planners.

ANDY KNIGHT, RLA, ASLA, SENIOR ASSOCIATE, URBAN DESIGNER has over 10 years of experience including all facets of master planning, design, and construction documentation. Andy's project experience includes community plans and a variety of community enhancement projects, including several award winning projects throughout the Commonwealth. Andy is currently the Project Manager and Landscape Architect for the master planning of the Waterfront Park Ph 4, in Louisville. Andy's inspiration comes from a passion for high quality design through an integrated and collaborative design process. Andy is a registered Landscape Architect in the

Commonwealth of Kentucky, with a Masters Degree in Landscape Architecture from The Ohio State University, 2002. As Project Manager, Andy will manage the day-to-day administration of the project design, document production, and estimates of probable costs, ensuring that the project stays on budget and on schedule.

DEVELOPMENT STRATEGIES

MATTHEW WETLI, AICP, ASSOCIATE, has a passion for identifying, visualizing, and helping communities act on opportunities to create great places, with an emphasis on urban redevelopment and new town centers. His focus has been in understanding the economic conditions (i.e., market and financial) and urban design qualities (such as public space and walkability) that result in vibrant, mixed-use communities. Increasingly, he has been involved in devising economic and community development strategies that complement real estate-based revitalization efforts. Matt has managed numerous projects, taking an approach that first emphasizes marketable ideas and concepts and then tests and supports those ideas with market and financial analysis. He is eager to understand ways in which the changing demographic landscape is shaping future opportunities, and how investments in people, places, and buildings can enable communities to evolve and achieve their potential as economically thriving and livable places. Matt frequently presents at conferences and universities, as well as to clients including public bodies, institutions and private developers. He holds a Master's degree in City and regional Planning from The Ohio State University.

STEVE SCHUMAN, ASSOCIATE, primary assignments are in the areas of real estate appraisal and market analysis. He brings a background in Community Development, Urban Planning and Real Estate Development to Development Strategies. Steve has been involved in a wide variety of projects, including retail, residential, office, and industrial projects. He has completed more than 200 housing market studies and appraisals in 15 states. Steve also has a detailed knowledge of the Downtown St. Louis market through his work on over ten major development projects in the area over the past six years. His focus in the areas of housing development, urban redevelopment, and economic development is reflected by his work at Development Strategies.

MATT BAUER, AICP, ASSOCIATE, focus is in the areas of retail development, urban redevelopment, and economic development. With a background in community development research, urban planning and real estate development, plus his previous career in marketing and advertising, bring a unique perspective to his work at Development Strategies. He also has experience in GIS mapping, land use planning, and financial analysis. His masters' degree capstone project, Selling St. Louis: Assessment of Retail Space in St. Louis City and County, analyzed consumer demand, the supply of retail space, and applied recent retail development trends and strategies to the St. Louis area. The project was highlighted in the St. Louis Business Journal. Since joining Development Strategies in October 2005, Matt has been involved in a wide variety of projects, including retail, residential, office and industrial projects. He has completed over 200 projects in 17 states.

EHI CONSULTANTS

EDWARD HOLMES, AICP- PROJECT MANAGER, has over 30 years of experience in planning, neighborhood design, and environmental planning and project management. He has a wide variety of experiences working in the public and private sector. He has managed numerous planning projects for local municipalities and has been active in neighborhood planning and design for the majority of his career. He has worked with numerous environmental, community outreach and infrastructure programs, he has developed innovative rural land use and zoning regulations and he understands the complex, physical, social and economic issues that affects place making. He has presented at several national conferences on communities and sustainability issues.

RYAN HOLMES, PLANNER has over 5 years of planning experience. He has been involved in community engagement, land use planning, environmental and survey data analysis. He is a graduate of the University of Cincinnati with a Masters of Business Administration and Masters of Community Planning. He has been serving as project manager for the Louisville Metropolitan Sewer District MS4 program, coordinating environmental permitting and inspections. He will serve as a staff planner to the project assisting in survey design, assessment and data analysis.

RACHEL PHILLIPS, AICP has 15 years of planning experience, development regulations, infill and redevelopment, community involvement. She is a graduate of the University of Illinois at Urbana with a Masters of Urban Planning. Ms. Phillips has worked as a senior planner over seeing projects such as water conservation efforts with the Army corps of Engineers, to preparing planning reports for Auckland City Environments in New Zealand.

CHRIS HERMANN, AICP

Principal

CHRIS IS ADEPT AT HELPING COMMUNITIES CREATE A UNIQUE, COMPELLING VISION AND TRANSLATING THAT VISION INTO STRATEGIC STEPS THAT TRANSFORM CITIES AND SPACES.

Chris provides a broad range of project planning experience to the firm, including skills in comprehensive planning, municipal and regional planning, urban design, community revitalization/reinvestment, economic development, form-based codes, and design guidelines. His aptitude for transformational planning is complemented by his strong public presentation ability.

RECENT PROJECTS

2010 Downtown Columbus Strategic Plan

Columbus, Ohio

Over-the-Rhine Neighborhood Commercial Strategy

Cincinnati, Ohio

Downtown Columbus Public Realm Enhancement Study

Columbus, Ohio

Louisville Downtown Plan

Louisville, Kentucky

Louisville Downtown Connectivity Study

Louisville, Kentucky

Cuyahoga Falls Community Core Strategic Plan

Cuyahoga Falls, Ohio

Center City Vision Plan

Springfield, Ohio

New Albany Form-Based Code

New Albany, Ohio

New Albany Strategic Plan

New Albany, Ohio

Grandview Yard Overlay District Development Standards

Grandview Heights, Ohio

Main Street Design Guidelines

Bexley, Ohio

I-70/I-71 South Innerbelt Corridor Study & Design Enhancement Plan

EDUCATION

The University of North Carolina,

Master of City and Regional Planning, 1992

Miami University,

Bachelor of Arts in Political Science, 1990

CERTIFICATION

Certified Planner, American Planning Association

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association, Ohio Chapter

BOARDS & COMMISSIONS

Worthington Planning Commission, 2007-'13

Worthington Architectural Review Board, 2007-'13

Transit Columbus, Board Member, 2010-present

TEACHING

Adjunct Professor, The Ohio State University, Department of

City and Regional Planning, 2004-'12



JUSTIN GOODWIN, AICP

Urban Planner

JUSTIN APPLIES A UNIQUE COMBINATION OF CREATIVE PROBLEM SOLVING AND DETAILED ANALYSIS TO ADDRESS COMPLEX PLANNING AND URBAN DESIGN ISSUES.

Justin has nine years of experience in public sector planning, where he completed transformational long-range plans, innovative form-based zoning regulations, and implementation strategies for catalytic development projects. He has a strong background in GIS and spatial analysis, which he combines with a broad skill set including research, writing, and public speaking to communicate complex issues in an accessible manner. Justin has managed a variety of projects and multi-disciplinary teams to create collaborative and holistic plans. His passion for walkable streets and livable cities drives Justin's commitment to making urban places better for people.

RECENT PROJECTS

Bloomington Urbanizing Area Plan

Monroe County, Indiana

West Lafayette State Street Master Plan

West Lafayette, Indiana

Prior to MKSK:

Scioto River Corridor Urban Design Framework

Dublin, Ohio

Bridge Street Corridor Development Code

Dublin, Ohio

Metro Office/Blazer Research District Viability Study

Dublin, Ohio

Hyland-Croy Corridor Character Study

Dublin, Ohio

Economic Advancement Zone Plan

Dublin, Ohio

Historic Dublin Parking Study

Dublin, Ohio

Dublin Community Plan

Dublin, Ohio

Community Plans for Saucier and DeLisle

Harrison County, Mississippi

EDUCATION

The Ohio State University,

Master of City and Regional Planning, 2007

Ohio University,

Master of Arts in Geography, 2005

Bachelor of Science in Geography, 2002

CERTIFICATION

Certified Planner, American Planning Association

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association, Ohio Chapter

BOARDS & COMMISSIONS

Clintonville Area Planning and Development Committee

TEACHING

The Ohio State University Knowlton School of Architecture
City and Regional Planning, 2014



ANDREW OVERBECK, AICP

Senior Associate

ANDREW TAKES A COLLABORATIVE APPROACH TO DEVELOPING EFFECTIVE PLANS THAT ADDRESS COMPLEX URBAN ISSUES AND IDENTIFY CATALYTIC PROJECTS.

Andrew has completed transformational municipal planning, long-range planning, urban design, streetscape, alternative transportation, urban parks, and campus master plan projects. With a focus on urban revitalization, sustainability, and connectivity, Andrew has worked in cities throughout the region on downtown plans and public realm improvements and teamed with engineers and architects to solve complex urban issues and implement catalytic projects.

RECENT PROJECTS

Louisville Parkland Corridor Improvement Study

Louisville, Kentucky

Louisville Downtown Plan

Louisville, Kentucky

South Fourth Street Corridor

Louisville, Kentucky

2010 Downtown Columbus Strategic Plan

Columbus, Ohio

Louisville Downtown Connectivity Study

Louisville, Kentucky

East Downtown Connectivity Study

Louisville, Kentucky

Cuyahoga Falls Community Core Strategic Plan

Cuyahoga Falls, Ohio

Broad Street Improvements Study

Columbus, Ohio

Downtown Columbus Public Realm Enhancement Study

Columbus, Ohio

CCAD Urban Framework Plan

Columbus, Ohio

Creative Campus Summary Report

Columbus, Ohio

Smith's Mill/Beech Road Corridor Study

New Albany, Ohio

EDUCATION

The Ohio State University,

Master of City and Regional Planning, 2005

Earlham College,

Bachelor of Arts in Politics, 1997

Thomas J. Watson Foundation Fellow, 1997-1998

CERTIFICATION

Certified Planner, American Planning Association

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association, Ohio Chapter

Urban Land Institute

TEACHING

The Ohio State University Knowlton School of Architecture

City and Regional Planning & Landscape Architecture,

2011-Present



ANDREW KNIGHT, RLA

Senior Associate

ANDY BELIEVES EACH PROJECT PRESENTS A UNIQUE OPPORTUNITY TO BE EXPLORED, TO DISCOVER SOMETHING NEW YET FAMILIAR, AND TO PROVOKE A HEIGHTENED SENSE OF EMOTION.

Andy's strengths lie in a holistic approach to design. His experience with a variety of project types expresses an integrated process where master planning, wayfinding, landscape architecture, and architecture provide a larger framework for design. His experience ranges from site specific projects to municipal and campus planning projects. Andy's inspiration comes from his passion for high quality design through an integrated and collaborative design process with clients, users, consultants, contractors, and peers.

RECENT PROJECTS

Lexington Distillery District Feasibility Study

Lexington, Kentucky

Lexington CentrePointe

Lexington, Kentucky

Louisville Parkland Corridor Improvement Study

Louisville, Kentucky

Louisville Waterfront Park PH 4

Louisville, Kentucky

Hamilton Riversedge Park

Hamilton, Ohio

U Square Plaza

Cincinnati, Ohio

State Capitol Campus Security Master Plan

Charleston, West Virginia

Prior to MKSK:

Univ. of Kentucky Coldstream Research Campus Master Plan

Lexington, Kentucky

2nd Street Streetscape, KFC Yum Center

Louisville, Kentucky

University of Louisville Oval Commons

Louisville, Kentucky

EDUCATION

The Ohio State University,

Master of Landscape Architecture, 2002

University of Tennessee,

Bachelors in Landscape Design, 1998

REGISTRATION

Registered Landscape Architect, Commonwealth of Kentucky

TEACHING

The Ohio State University,

Adjunct Professor, Design Studio, 2001-2004

University of Kentucky,

Adjunct Professor, Urban Design Studio, 2004-2008





EDUCATION

Masters of City and Regional Planning,
Knowlton School of Architecture,
The Ohio State University,
Columbus, OH 2001

Bachelor of Arts,
Geography and Planning,
University of Toledo,
Toledo, OH 1999

REGISTRATIONS/MEMBERSHIPS

American Institute of Certified Planners (AICP)

ADJUNCT PROFESSOR

The Ohio State University

RECENT/UPCOMING LECTURES

Reclaiming the Suburban Corridor
National APA Conference Spr. 2014
N. Carolina APA Conference Fall 2013
Missouri APA Conference Fall 2013

Market Segmentation, Urban Housing, and the Demographic Transition
American Statistical Association—St. Louis Spring 2012

Town Centers and Public Space
Ohio-Kentucky-Indiana APA Conference Fall 2012
National APA Webinar Summer 2012

Repositioning Communities for the Demographic Transition:
Community-Based Housing Revitalization Strategies
Missouri APA Conference Fall 2012

PUBLICATION

“Leveraging Real Estate Value with Open Space.” *News and Views, American Planning Association, Economic Development Division*
Fall 2010

CURRENT CIVIC ACTIVITIES

Gateway Greening Advisory Board:
2012-2013

CAREER SUMMARY AND BACKGROUND

Matt has a passion for identifying, visualizing, and helping communities act on opportunities to create great places, with an emphasis on urban redevelopment and new town centers. His focus has been in understanding the economic conditions (i.e., market and financial) and urban design qualities (such as public space and walkability) that result in vibrant, mixed-use communities. Increasingly, he has been involved in devising economic and community development strategies that complement real estate-based revitalization efforts.

Matt has managed numerous projects, taking an approach that first emphasizes marketable ideas and concepts and then tests and supports those ideas with market and financial analysis. He is eager to understand ways in which the changing demographic landscape is shaping future opportunities, and how investments in people, places, and buildings can enable communities to evolve and achieve their potential as economically thriving and livable places.

Matt frequently presents at conferences and to public and private sector clients. He has a master’s degree in planning from The Ohio State University.

REPRESENTATIVE ASSIGNMENTS

Downtown/Greater Downtown Studies

- **South Loop Link, Kansas City (2010):** Developed a market-based program of housing, office, retail, and hotel uses around a new urban park in downtown Kansas City. Modeled structured parking feasibility and likely gap financing by use.
- **Louisville Downtown Master Plan (2013):** Provided a market-based strategy for housing around newly defined neighborhood centers and a business development strategy around the three pillars of placemaking, entrepreneurship, and leveraging institutions.
- **Detroit West Riverfront Plan (2006):** Evaluated waterfront development opportunities and crafted implementation strategies for the Detroit Riverfront.
- **Knoxville South Waterfront (2005):** Evaluated housing, employment, retail, and marina opportunities, and calculated fiscal revenue projections based on the program.

Institution/Neighborhood Anchor Studies

- **Parkview Gardens Housing Study (2011):** Conducted a housing study to inform Washington University and University City on ways to leverage Parkview Gardens’ assets—transit, university proximity, the Loop entertainment district—and stimulate new investment in the neighborhood. and identified target market groups and desirable housing products, and estimated the scale and velocity of achievable development based on analysis of demand and competitive supply.
- **Truman Medical Center—Lakewood (2012):** Analyzed market opportunities for TMC Lakewood to develop its landholdings in a sustainable, responsible manner using best practices for residential and mixed-use development.
- **Vita District, Stamford Hospital—Stamford, CT (2013):** Identified market opportunities and aided in understanding and structuring the economics of catalyst projects.
- **Fifth Street/St. Joseph Hospital (2012):** Identified opportunities and devised strategies for a public-institutional partnership to accommodate medical office growth, bolster the downtown employment district, and improve walkability and livability in the Fifth Street Corridor.

Neighborhood, Housing, and Community/Economic Development Studies

- **NorthSide Housing Study (2009):** Evaluated regional affordable and market rate housing markets to identify a broad range of new, marketable, housing products.
- **St. Louis County Housing Study (2012):** Devised a four-pronged strategy to catalyze private investment in housing, make use of public incentives, and create lasting public-private partnerships.
- **Page Avenue, Pagedale Missouri (2013):** Identified market opportunities, market strategies, and economic enhancement strategies to revitalize Page Avenue into a walkable main street, and leverage that asset to improve the economic outcomes of Pagedale residents.

Market Studies

- **Market Studies:** include housing, office, retail, and hotel developments, often as part of mixed-use projects. Housing studies include single family and multifamily, for-sale and for-rent, and market rate and tax credit projects. Conducted studies in a number of markets, including: St. Louis, Kansas City, Minneapolis/St. Paul, Detroit, Miami, Washington, D.C., Los Angeles, New York, Boston, Pittsburgh, Cincinnati, Columbus, Ohio, Charlotte, Philadelphia, Des Moines, Toledo, Greensboro, Omaha, and Davenport.



EDUCATION

Master of Urban Planning and Real Estate Development,
Saint Louis University
Saint Louis, MO, 2006

Bachelor of Arts
Urban Affairs
Saint Louis University
Saint Louis, MO 2004

PROFESSIONAL MEMBERSHIPS

American Planning Association (APA)

Urban Land Institute (ULI)

CAREER SUMMARY AND BACKGROUND

Steve's primary assignments are in the areas of real estate appraisal and market analysis. He brings a background in Community Development, Urban Planning and Real Estate Development to Development Strategies.

Prior to completing his graduate studies, he worked as a graduate intern with DSI during the summer of 2005 and was responsible for the development of a regional retail database. While in school he worked as a graduate research assistant with the Public Policy Department at Saint Louis University where he utilized his skills in research, GIS mapping and economic analysis to assist various planning professors with academic research on issues dealing with eminent domain, TIF, and brownfields in the St. Louis region.

EXPERIENCE

Since joining Development Strategies in June 2006, Steve has been involved in a wide variety of projects, including retail, residential, office, and industrial projects. He has completed more than 200 housing market studies and appraisals in 15 states. Steve also has a detailed knowledge of the Downtown St. Louis market through his work on over ten major development projects in the area over the past six years. His focus in the areas of housing development, urban redevelopment, and economic development is reflected by his work at Development Strategies.

REPRESENTATIVE ASSIGNMENTS

Market Studies and Appraisals

Market studies and appraisals of a wide range of property types in urban, suburban and rural markets in 17 U.S. states (Missouri, Illinois, Kansas, Iowa, Arkansas, Indiana, Kentucky, Wisconsin, Tennessee, Ohio, Louisiana, Texas, California, Florida, Pennsylvania, Minnesota, and North Carolina). The property types include shopping centers, industrial properties, mixed-use developments, development sites, office buildings, apartments (affordable, market rate, senior), assisted and supportive living facilities, and single-family homes.

Long-Range Planning

Market assessment and strategy for the development of new single-family housing in the Beacon Hill neighborhood of Kansas City, MO. Project included a detailed analysis of the market and recommendations for a long-term development strategy to revitalize a substantially deteriorated section of the city.

Worked with interdisciplinary consulting teams to devise market-based redevelopment strategy for the creation of a mixed-use medical district in an area of downtown East St. Louis. In addition to identifying opportunities within the health care and medical fields, DS estimated future demand for residential, office, retail and other land uses as part of a master-planning effort.

TIF Analysis

Sales, revenue projections, and financial analysis for new and existing retail and mixed-use developments utilizing tax increment financing and other forms of development subsidies such as TDD and CID.

Rent Comparability Studies

Rent Comparability Studies for numerous Section 8 properties in various cities, including St. Louis, Chicago, Pittsburgh, Kansas City, and other areas of the Midwest.

Economic and Fiscal Impact Modeling

Estimated the annual direct and indirect economic and fiscal impacts for various redevelopment projects in Ohio, Florida, and Missouri.



EDUCATION

Master of Urban Planning
& Real Estate Development
Saint Louis University 2005

Bachelor of Science -
Marketing
Indiana University, Kelley School of
Business 1994

PROFESSIONAL MEMBERSHIPS

Urban Land Institute

International Council of Shopping
Centers

American Planning Association

Partnership for Downtown Saint Louis
Retail Advisory Committee

CAREER SUMMARY AND BACKGROUND

Matt's background in community development research, urban planning and real estate development plus his previous career in marketing and advertising bring a unique perspective to his work at Development Strategies. He also has experience in GIS mapping, land use planning, and financial analysis. His masters' degree capstone project, *Selling St. Louis: Assessment of Retail Space in St. Louis City and County*, analyzed consumer demand, the supply of retail space, and applied recent retail development trends and strategies to the St. Louis area. The project was highlighted in the *St. Louis Business Journal*.

Since joining Development Strategies in October 2005, Matt has been involved in a wide variety of projects, including retail, residential, office and industrial projects. He has completed over 200 projects in 17 states. Matt also has a detailed knowledge of the Downtown St. Louis market through his work on over 20 major development projects in the area over the past five years. As a result of this work, he was invited to be part of the Partnership for Downtown St. Louis' Retail Advisory Committee. His focus in the areas of retail development, urban redevelopment, and economic development is reflected by his work at Development Strategies.

EXPERIENCE

Retail Analysis

Retail strategy, residential market study and appraisal for multi-property historic redevelopments in Downtown St. Louis and the historic Old North St. Louis neighborhood, including St. Louis Cardinals Ballpark Village and the redevelopment of St. Louis Centre. Researched and described the relevant market conditions in metropolitan area and downtown St. Louis to determine the market potential for a large-scale specialty retail development within the core of the Central Business District.

Economic Development

Industrial plan for the North Riverfront area of St. Louis. Work included interviewing businesses and local developers about the prospects for expansion of this historic industrial area of the city. Projected the amount of potential new development to the area with proposed improvements using market and competitive analysis.

Retail market assessment and strategy for O'Fallon, MO, one of the largest and fastest growing suburban cities in the St. Louis region. Project included a detailed analysis of the market and competitive factors impacting local retailers, creating a database of local retail businesses, identifying areas for future retail development and developing a retail strategy allowing the city to compete more effectively in an increasingly crowded market.

Housing market assessment for Hopewell, VA, a community with an aging housing stock facing an influx of new residents due to military base realignment. Estimated demand for new housing against the existing housing stock and proposed a mix of new housing needed, including types and price points. Determined the amount of landed needed to accommodate new housing and targeted areas for future development.

Transportation Economic Impact

Economic impact analysis of one-way frontage roads in Norman, OK and Grandview, MO, and interstate highway expansion through Missouri. Conducted interviews and site surveys and utilized demographic and sales data to determine the impact of road conversion or expansion on the community and local businesses. For interstate expansion, economic impact on the state's economy was projected.

Public Process

Facilitate public meetings, charettes, and stakeholder meetings for planning, economic development and retail strategy projects to include a wide variety of public and private input into the final analysis, planning, and strategies.

Market Studies and Appraisals

Market studies and appraisals of a wide range of properties in urban, suburban and rural markets in over 17 U.S. states including shopping centers, mixed-use developments, development sites, office buildings, and housing (affordable, market rate, apartments, condominiums).

TIF Analysis

Sales, revenue projections, and financial analysis for new and existing retail and mixed-use developments utilizing tax increment financing and other forms of development subsidies.



EDWARD J HOLMES, AICP
President

Mr. Holmes has extensive land use and comprehensive planning experience, first serving as a land use planner and then Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning, where he led the districts comprehensive planning efforts for the 17 county Central Kentucky regional planning agency. Mr. Holmes continued his land use and comprehensive planning efforts with the

creation of EHI in 1995. Mr. Holmes Developed the Lexington, Kentucky East End Small Area Plan, the Lexington, Kentucky Southend Park Urban Village Plan, the Lexington Infill and Redevelopment Report, the Versailles, Kentucky Traffic Mobility Plan and other planning and regulatory documents.

Edward J. Holmes, AICP, has over 40 years of planning experience. He served 16 years as planning director for the Bluegrass Area Development District. He also served 7 years as Vice Chairman of the Kentucky Public Service Commission. Mr. Holmes has worked on the following relevant planning projects:

Project Experience

Newtown Pike Extension/ Southend Park Urban Village Plan, Lexington, KY

Mr. Holmes is currently managing EHI's participation in the Newtown Pike Extension Project and development of the Southend Park Urban Village Plan. He is serving as the project planner involved with planning and design of the Southend Park Neighborhood, which is a critical part of the Newtown Pike Extension Roadway Project.

North Broadway US 27 Overpass, Lexington, KY

Mr. Holmes is coordinating the planning and public involvement tasks for this project. EHI developed a pedestrian connectivity study analyzing the impacts on connectivity that the proposed US 27 Overpass improvements would have on the pedestrian and multi modal community. He is also coordinating the public involvement and community engagement tasks for this project.

Complete Streets Program, Lexington, KY, 2009-Present

Mr. Holmes provided planning services for the development of a complete streets policy that would include all modes of transportation in future roadway designs through Lexington-Fayette County. A set of guidelines was developed that takes the needs of pedestrians, bicyclists, motorists and transit riders into account. Specific responsibilities included meeting with stakeholders and the public to determine issues and goals, formulation of connectivity standards, retrofit solutions, and ordinance review.

East End Small Area Plan, Lexington-Fayette Urban County Government – Division of Planning, Lexington, KY, 2008 – 2009

The East End Small Area Plan is a neighborhood plan that incorporates a full evaluation of economic opportunities, infill redevelopment opportunities, mixed use planning, public open spaces, social capital, design codes, environmental sensitivity, and addresses these components while making recommendations for future development through identified alternatives and guidelines. Mr. Holmes led the team efforts in the process to achieve the final report, including public involvement.



EDUCATION

Bachelor of Arts
Urban Planning and Design
University of Cincinnati

EXPERTISE

Land Use Planning
Regulatory Oversight
Zoning
Public Facilitation
Socioeconomic Analysis

REGISTRATIONS

American Institute of Certified Planners, 1983

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Kentucky Planning Association

Former member of the Lexington Fayette County Urban County Government – Planning Commission

Chairman of the Kentucky Workforce Investment Board

Member of the Federal Reserve Bank Board
Kentucky Advisory Board Committee



RYAN HOLMES

Project Manager/Planner

Mr. Holmes is a graduate of the University of Cincinnati, who recently completed a comprehensive portfolio analysis for the City of Madeira, OH. Included in this portfolio is a comprehensive update of Madeira’s zoning and subdivision regulations. The project updated the community’s development regulations to reflect the current conditions as an established, built-out community focused on maintaining its neighborhoods and enhancing its commercial districts.

While at the University of Cincinnati, Mr. Holmes also worked on an award-winning project team for its site planning and development as part of the 2013 Comprehensive Plan Update for the Village of Morrow, OH. His responsibilities focused on transportation analysis, and greenfield/brownfield redevelopment strategies, which emphasized community revitalization, quality of life, and economic development.

Mr. Holmes’ community planning education is strengthened with his background in finance and economic development. He has been involved with several of our ongoing projects. His experience and relevant projects with EHI are as follows:

Project Experience

Downtown Lexington Traffic Movement and Revitalization Study, Lexington, KY 2012 – present – Mr. Holmes provided assistance with the development of the detailed crash analysis of the downtown Lexington study area, conducting research on the impacts of one way versus two way streets on pedestrian safety, parking and transit mobility and assisting in regulatory and government coordination and communication.

LFUCG Complete Streets Program, Lexington, KY 2009 – 2010

The Complete Streets Program includes revisions to Lexington’s Roadway Manual with an emphasis on multi-modal transportation and connectivity. Public involvement was thoroughly incorporated throughout the project due to large-scale impacts on residents. Mr. Holmes was involved in public outreach and historical community research for the Complete Streets Program.

Legacy Trail, Lexington, KY, 2008 - 2010

Mr. Holmes has participated in public involvement and outreach efforts for the Lexington Legacy Trail project. He helped to arrange video and photographic tasks for the meetings and compiled the information into a graphic database for the 9-mile pedestrian and bicycle trail connecting the Kentucky Horse Park to downtown Lexington.



EDUCATION

Master of Community Planning,
University of Cincinnati

Master of Business Administration,
University of Cincinnati

Bachelor of Science
Business Administration,
University of Louisville

REGISTRATIONS

American Planning
Association – Kentucky
Chapter

EDUC
Bach
Bu
Un

SPECIALIZED TRAINING

ArcGIS 9.0 and higher

SPEC
Fede
Ad
DB
Meet
Fa

Adobe Creative Suite 6
Federal Aviation
Administration
DBE/ACDBE Training
Meeting and Business
Facilitation



RACHEL PHILLIPS, ACIP Planner

Rachel Phillip is a graduate of University of Illinois with a Masters of Urban Planning. Ms. Phillips has prior experience with water use planning, development proposals, infill and redevelopment planning, and planning analysis and recommendation, along with vast knowledge community engagement processes. Ms. Phillips is a Planner at EHI consultants that has previously worked for the Army Corps of Engineers, LFUCG, and the Georgetown-Scott County Planning Commission.

Project Experience

Magoffin County Comprehensive Plan, Magoffin, KY

The Magoffin County Comprehensive Plan is a county-wide plan that incorporates a full evaluation of economic opportunities, infill redevelopment opportunities, mixed use planning, public open spaces, social capital, design codes, environmental sensitivity, and addresses these components while making recommendations for future development through identified alternatives and guidelines. Ms. Phillips has researched and used her prior knowledge in creating the report. This includes public involvement and meeting with stakeholders throughout Magoffin County.

Water Conservation at Camp Atterbury, Champaign, IN

Ms. Phillips took part in the water conservation project at Camp Atterbury, This project included collecting water use and personal data by surveying soldiers on their attitudes and perceptions about the conservation of water on base.

Preparation of planning reports for compliance of Resource Management Act of New Zealand, Auckland, New Zealand

Ms. Phillips was responsible for preparing planning reports that ensured the compliance of companies with the Resource Management Act of New Zealand. This entailed the review of building and resource consents with approved recommendations.

Senior Planner Lexington Urban County Government, Lexington, KY

Ms. Phillips Researched and developed strategies for the infill and redevelopment program including redevelopment projects, affordable housing initiatives and compatible residential infill design.

Ms. Phillips also Collaborated with citizens and the design community regarding changes to policies and programs creating an effective process for infill and redevelopment projects while working as a senior planner for LFUCG



EDUCATION

Bachelor of Science
Geography /City and
Regional Planning
Western Kentucky
University
Masters of Urban
Planning
University of Illinois

EXPERTISE

ArcMAP GIS mapping
Adobe Acrobat Illustrator
and InDesign
SPSS statistical software
Meter Master
TraceWizard

PROFESSIONAL AFFILIATIONS

American Institute of
Certified Planners

American Planning
Association

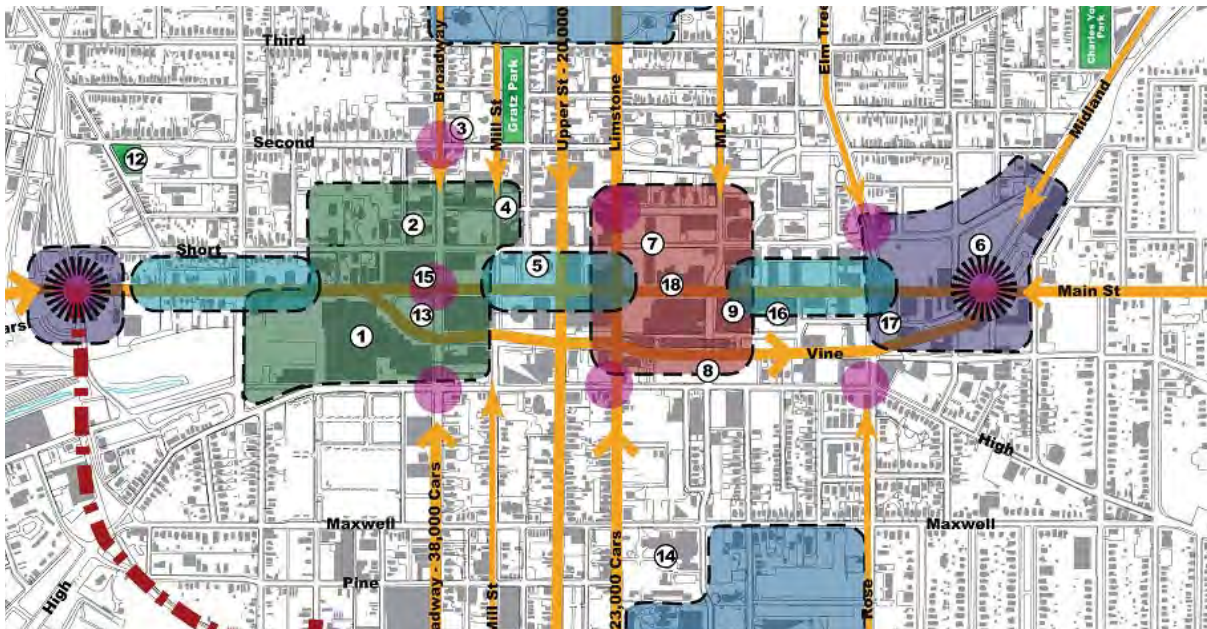
Kentucky Planning
Association

- Kentucky Chapter
- Illinois Chapter



DOWNTOWN STREETSCAPE MASTER PLAN

Lexington, Kentucky



PLANNING FOR A DOWNTOWN TRANSFORMATION

The Lexington Downtown Streetscape Master Plan established a strategy and guidelines for the incremental transformation of Downtown Lexington's public realm. The goal of the plan was to restore a pedestrian-friendly and inviting environment to the Downtown district's streets and public spaces. The master plan creates better connected urban spaces within Downtown and the adjoining neighborhoods through the development of a "Complete Streets" strategy, as well as establishes on-street pedestrian spaces that support outdoor dining, entertainment, and cultural activities and incentivize private investment within the Downtown.

Outcomes:

- 2009 IDA Award of Distinction
- 2009 APA-KY Outstanding Plan
- 2008 Cincinnati Design Award, ASLA Unbuilt Plan
- \$17 million in capital improvements

CLIENT	Lexington-Fayette Urban County Government
CONTACT	Renee Jackson, Downtown Lexington Corp
PHONE	859.425.2591
YEAR	2008

DOWNTOWN RUSTON / UNIVERSITY TECH PLAN



Ruston, Louisiana



TOWN GOWN PLANNING APPROACH LEADS TO REINVESTMENT AND PARTNERSHIPS BETWEEN CITY, UNIVERSITY, AND PRIVATE SECTOR

This strategic planning initiative used the Town-Gown approach to identify organizational alliances, real estate development opportunities, and physical beautification projects that would link Louisiana Tech University with downtown Ruston.

Significant area reinvestment activities since plan implementation include:

- Establishment of a Technology Corridor and "The Edge" entertainment district;
- Increased downtown retail sales;
- Reinvestment into downtown by real estate developers;

- Increased housing development in the downtown;
- Public/private partnering between government, tech, and private sector development;
- Public streetscape improvements; and
- Improved connectivity through physical linkage and wayfinding enhancements.

Outcomes:

- Public/private partnership between City and University resulted in Phase I of University "Tech Green" academic mixed use project

CLIENT City of Ruston
CONTACT Judy Burt, Civic Center Director
PHONE 318.251.8613
YEAR 2006

LOUISVILLE CONNECTIVITY STUDIES

Louisville, Kentucky



STUDIES SEEK TO IMPROVE SAFETY, WAYFINDING, CONNECT URBAN DESTINATIONS

The Louisville Downtown Connectivity Study and East Downtown Connectivity Study were commissioned to improve the linkages between new and existing destinations within the downtown core and along the Ohio River waterfront, as well as identify specific areas for reinvestment in the East Downtown neighborhood. Taking into account existing conditions and present and planned projects, the studies:

- Define and connect existing and future destinations;
- Connect the downtown core to the riverfront;
- Simplify pedestrian and vehicular wayfinding;
- Better utilize under-highway and under-bridge conditions to create unique, vibrant urban spaces;
- Improve the pedestrian environment by making it safer,

more comfortable, and more inviting;

- Create unique, well-defined public gathering spaces;
- Develop the framework for a mixed-use district between the new Louisville Arena and Slugger Field; and
- Identify opportunities for economic development within East Downtown.

Opportunity areas were identified and focus area plans developed to accomplish these goals using a combination of plan diagrams, renderings, and benchmark images. To help prioritize phasing and implementation, recommendations were made for infrastructure, streetscape, and landscape improvements.

Outcomes:

- \$3M in 2nd Street improvements next to KFC Yum! Center
- \$13M in funding for East Market Street streetscape improvements

CLIENT Downtown Development Corporation

CONTACT Rebecca Matheny, Deputy Director

PHONE 502.584.6000

YEAR 2008 / 2011

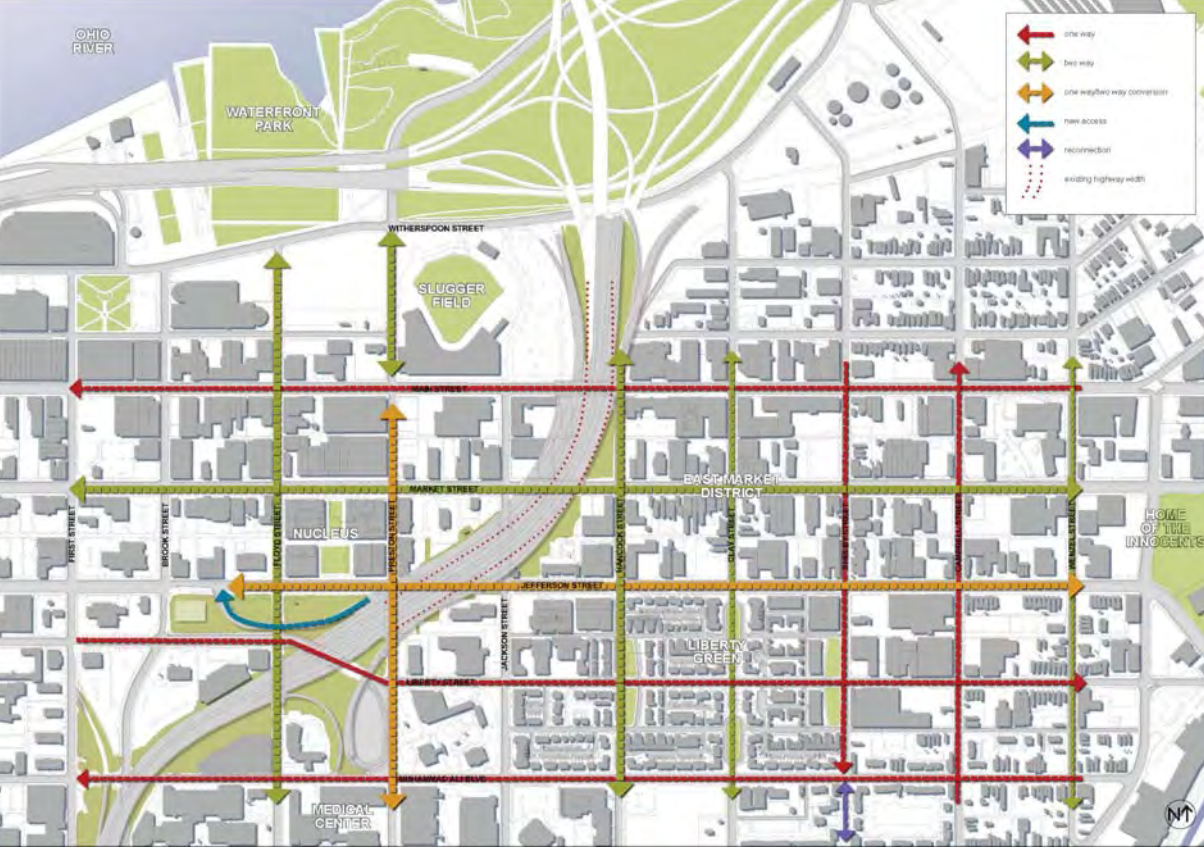
LOUISVILLE CONNECTIVITY STUDIES

Louisville, Kentucky



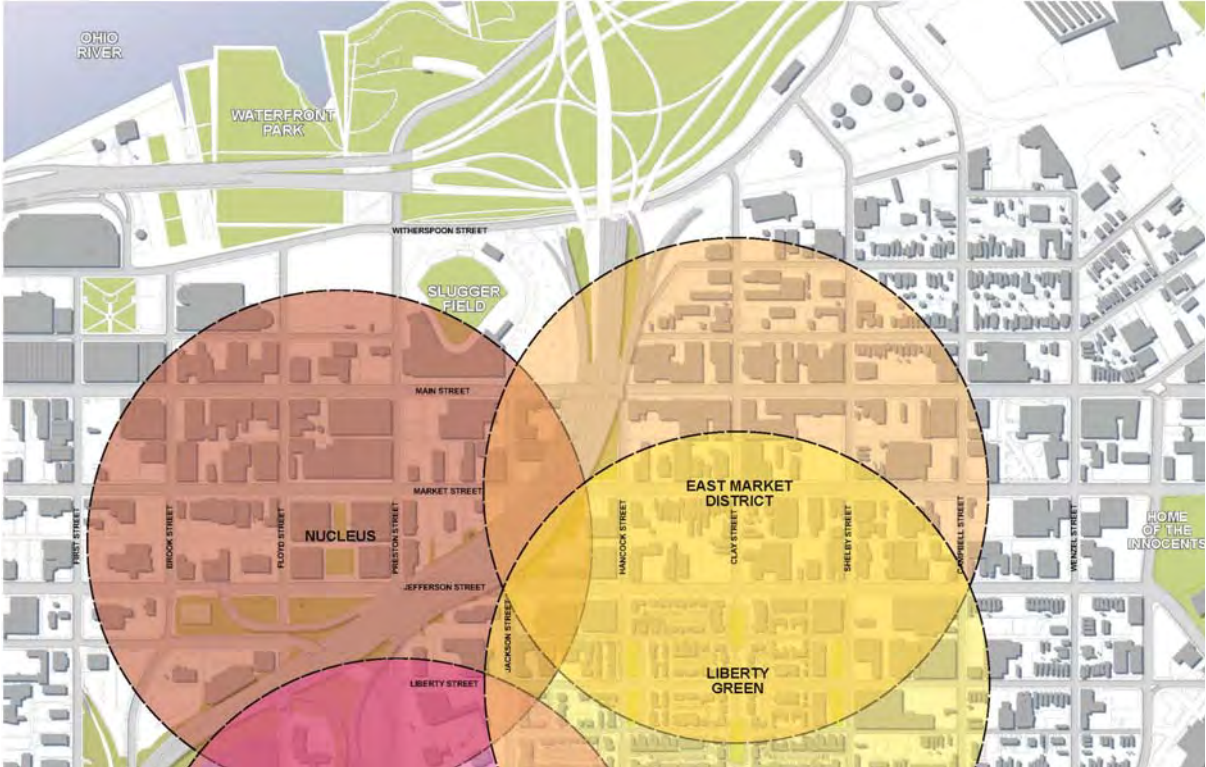
LOUISVILLE CONNECTIVITY STUDIES

Louisville, Kentucky



LOUISVILLE CONNECTIVITY STUDIES

Louisville, Kentucky



BRIDGE STREET DISTRICT SCIOTO RIVER CORRIDOR FRAMEWORK PLAN



Dublin, Ohio



PLAN TO GUIDE FUTURE DEVELOPMENT OF A CITY'S CIVIC CORE

The Bridge Street District Scioto River Corridor Framework Plan develops the urban design principles for an authentic, urban, mixed-use district in the heart of the city of Dublin. Through several years of strategic planning and community input, the Scioto River and surrounding Historic District were identified as an initial focal area for public investment within the 1,100 acre Bridge Street District. The city's focus on the river corridor complements significant interest and activity from private developers who see long term value in the development of an expanded civic core at the heart of Dublin. MKSK collaborated with the city to develop the Framework Plan which advances these previous recommendations to developing a bold vision for future development of the area.

The Plan considers roadway improvements along the River corridor that would support development of a new riverside

park; accommodate traffic growth and regional travel patterns to the district; and connect vehicles, pedestrians, and bicyclists within the developing neighborhood. A new riverfront park and proposed river crossings including a pedestrian bridge would provide a unifying element between districts, a catalyst for private redevelopment, and a civic amenity for the community. Additionally, multiple private development and redevelopment opportunities on the east and west sides of the river are identified.

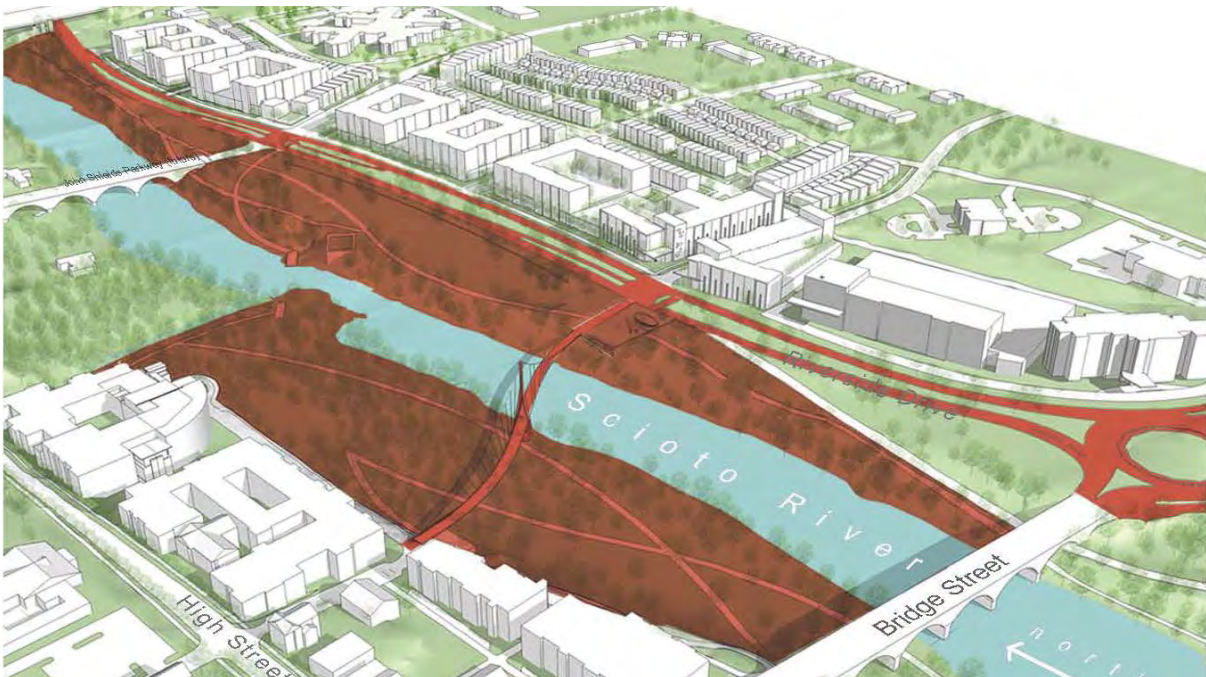
The Framework Plan identifies initial catalytic projects for the transformation of the district and has served as a tool to guide the transition from planning concepts to the preliminary phase of design and engineering. MKSK was the lead consultant for the preliminary design. The project is now moving into final design.

CLIENT	City of Dublin
CONTACT	Terry Foegler, Director of Strategic Initiatives
PHONE	614.410.4660
YEAR	2013, On-going

BRIDGE STREET DISTRICT SCIOTO RIVER CORRIDOR FRAMEWORK PLAN



Dublin, Ohio



CLIENT City of Dublin
CONTACT Terry Foegler, Director of Strategic Initiatives
PHONE 614.410.4660
YEAR 2013, On-going

BRIDGE STREET DISTRICT SCIOTO RIVER CORRIDOR FRAMEWORK PLAN



Dublin, Ohio



CLIENT City of Dublin
CONTACT Terry Foegler, Director of Strategic Initiatives
PHONE 614.410.4660
YEAR 2013, On-going

STATE STREET MASTER PLAN

West Lafayette, Indiana



REIMAGINING STATE STREET AS A THRIVING, VIBRANT, AND ECONOMICALLY DIVERSE COMMERCIAL DISTRICT

In a collaborative effort, MKSK has partnered with the City of West Lafayette, Purdue University, and Purdue Research Foundation to shape the master plan transformation of the State Street corridor. A series of public meetings unveiled the needs and priorities for the overall master plan including eight project themes. The eight themes center around simplifying east to west traffic flow from the Wabash River to the western edge of the city to allow for the integration of multi-modal transportation including pedestrian and bicycle-friendly development, as well as current and future retail development opportunities in the area.

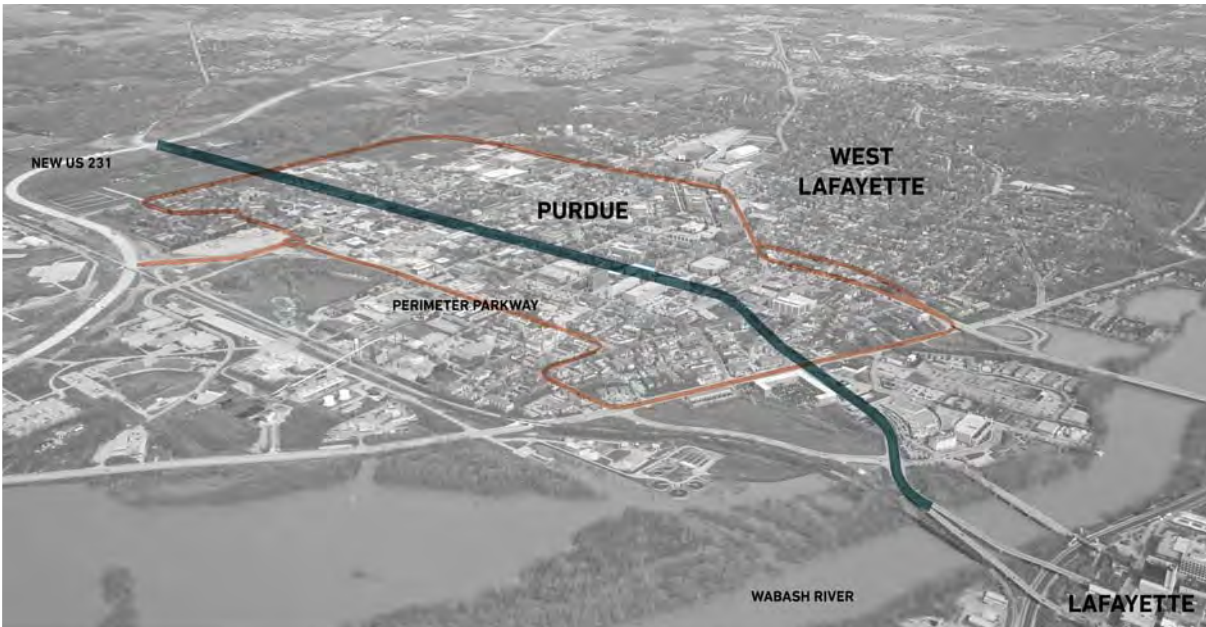
The current master plan proposes widened sidewalks for greater handicap accessibility and pedestrian safety as well as roadways with a dedicated bike lane and increased green space throughout the various City and Purdue University campus districts. Possible roundabouts could replace large areas of the corridor linking the districts in a unique way. The goal is to develop the streetscape to bring clarity to the downtown and multimodal connectivity to the diverse population of West Lafayette. Part of the plan also proposes leaving some existing curbs in place, a potentially significant cost savings to the development.

The project has engaged the public, residents, students and members of the business community to collaborate on ideas for reimagining the busy corridor and the "heart" of West Lafayette.

CLIENT	City of West Lafayette
CONTACT	Chandler M. Poole, Dept. of Development
PHONE	765.775.5160
YEAR	2014

STATE STREET MASTER PLAN

West Lafayette, Indiana



CLIENT City of West Lafayette
CONTACT Chandler M. Poole, Dept. of Development
PHONE 765.775.5160
YEAR 2014

STATE STREET MASTER PLAN

West Lafayette, Indiana



CLIENT City of West Lafayette
CONTACT Chandler M. Poole, Dept. of Development
PHONE 765.775.5160
YEAR 2014

OVER-THE-RHINE NEIGHBORHOOD COMMERCIAL STRATEGY



Cincinnati, Ohio



TURNING AROUND A DETERIORATING URBAN NEIGHBORHOOD WITH STRATEGIC PLANNING AND ACTIVE STAKEHOLDER INVOLVEMENT

Over several decades, the Cincinnati neighborhood of Over-the-Rhine suffered from disinvestment and population loss. However, it is a culturally, historically, and architecturally important urban district in Cincinnati. The community and the Cincinnati Center City Development Corporation (3CDC) have turned their attention and resources to the neighborhood. New housing has been extremely successful, but commercial and retail development was not keeping pace.

A strategy was developed in collaboration with 3CDC and neighborhood stakeholders to locate and develop

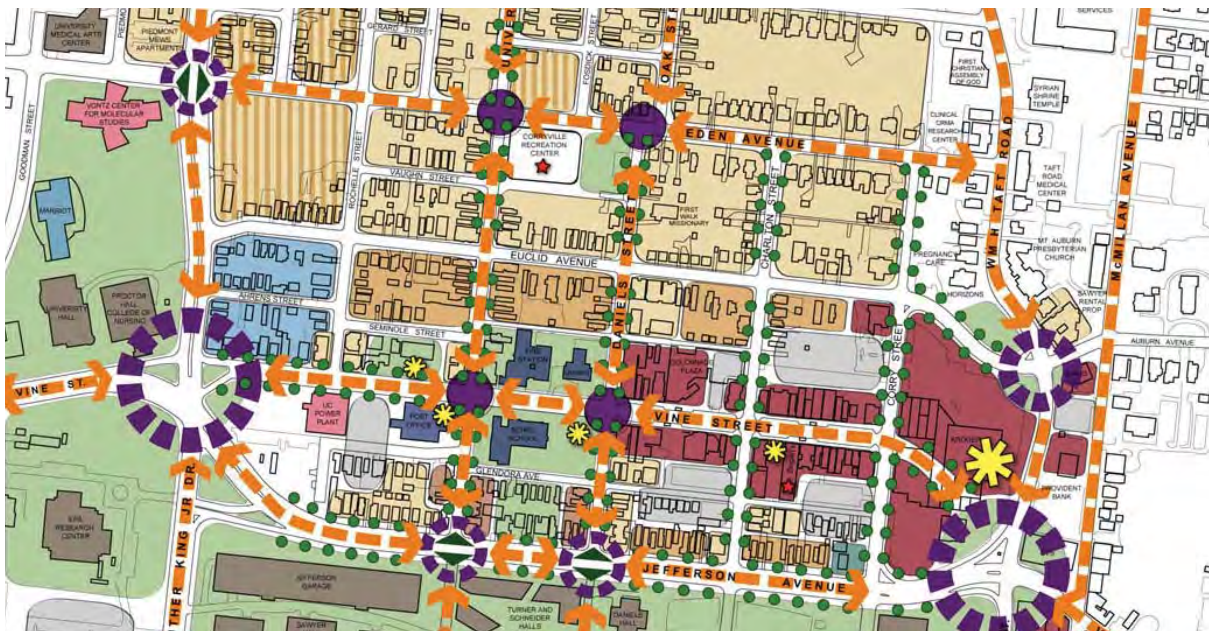
commercial uses in a way that maximizes impact, encourages additional investment, and supports the neighborhood residents. That strategy focuses new commercial development at the highest impact locations and designates two of the main corridors as the prime commercial centers. It also includes ways to make connections throughout the neighborhood and fosters an environment conducive to business development.

By creating nodes of commercial use, a critical mass will be achieved more quickly, creating a vibrant commercial destination in which continued investment will occur.

CLIENT 3CDC
CONTACT Chad Munitz, Exec. VP for Development
PHONE 513.621.4400
YEAR 2008

UNIVERSITY VILLAGE URBAN RENEWAL PLAN

Cincinnati, Ohio



DECLINING AREA WITH POTENTIAL GETS A LIFT FROM AN UPDATED RENEWAL PLAN

University Village benefits from some of the region's highest concentration of employers with the University of Cincinnati and the Health Alliance (including University Hospital). Located three miles north of Downtown Cincinnati, immediately east of the University of Cincinnati, and south of the University Medical Campus and within a two mile radius of Interstates 71, 74, and 75, the area was well positioned for a revitalization. The district had experienced a gradual economic and physical decline since the 1960s due to several factors including significant alterations to the transportation network, changing demographics, safety concerns, and a lack of investment throughout the district and surrounding neighborhoods.

A multi-disciplinary consulting team was selected to prepare an update to the prior Urban Renewal Plan, recommend physical changes, and prepare a strategic revitalization plan and implementation strategy for an eight-block area centered on the Vine Street Commercial District.

Outcomes:

- +\$10 Million in New Area Investment
- \$50 Million Pending

CLIENT	City of Cincinnati
CONTACT	Katherine Keough-Jurs, Senior City Planner
PHONE	513.352.4859
YEAR	2004

LOUISVILLE DOWNTOWN MASTER PLAN

Louisville, Kentucky



STRATEGIC VISION AND ACTIONABLE STRATEGIES FOR CONTINUED DOWNTOWN DEVELOPMENT

MKSK is working with the Louisville Downtown Development Corporation to develop a new strategic vision for Downtown Louisville. The Downtown Louisville Master Plan will build from the 2002 planning effort and the recent investment in Downtown, such as the KFC Yum! Center and the Louisville Waterfront Park. As part of this effort, MKSK is leading a team of economic development (Development Strategies), urban design, and market analysis experts to develop a focused plan for Downtown Louisville that develops business development and housing strategies, addresses urban form and connectivity, and identifies catalytic projects.

MKSK developed a robust public process that utilized traditional interviews and meetings as well as cutting edge public involvement software with a customized, interactive web presence. The plan has been shaped by the 300+ public meeting participants and the 3,000+ online participants.

The resulting plan:

- Examined business development, residential and retail trends regionally and nationwide to establish market

demand for the next 10-12 years in downtown.

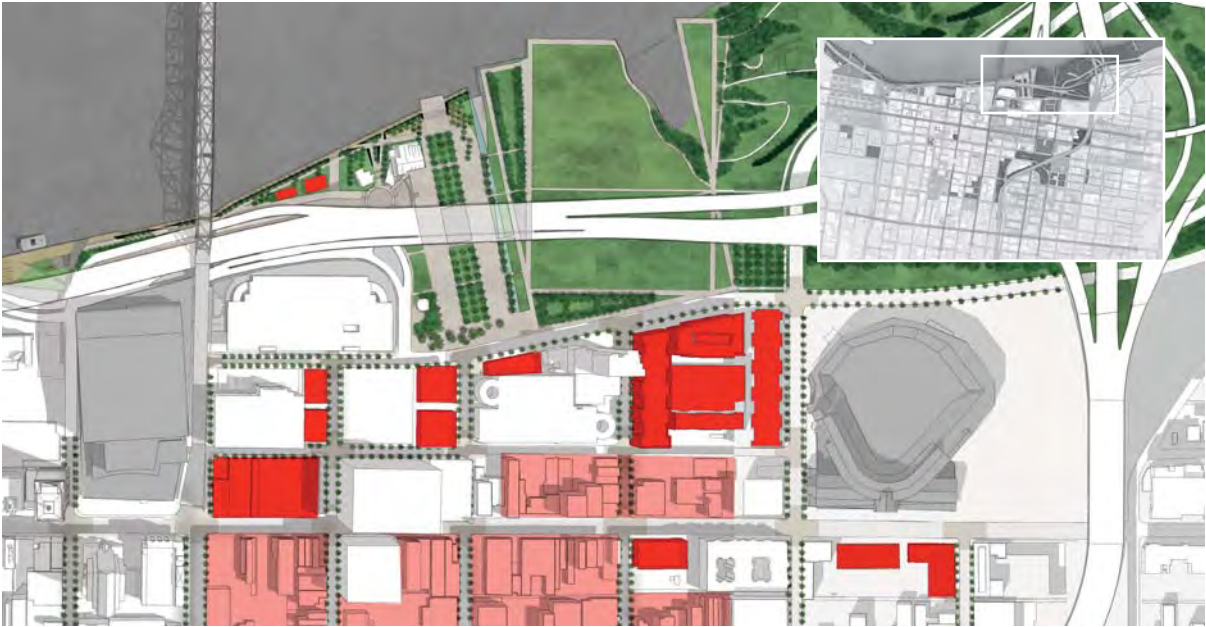
- Identified the incentives, policies and strategies that will be necessary to build a well connected, sustainable, vibrant and active downtown.
- Defined five distinct urban neighborhoods within Downtown Louisville that will help attract private investment in residential and retail, grow jobs and create new public amenities.
- Created a detailed implementation strategy that assigns responsibilities, enables collaboration and provides a framework for success.

Early projects and initiatives championed by the plan are underway, including the continued revitalization of South Fourth Street and the concept design for the West Waterfront Park. The Master Plan is currently entering the public adoption process and will be completed by the end of the year

CLIENT	Downtown Development Corporation
CONTACT	Rebecca Matheny, Deputy Director
PHONE	502.584.6000
YEAR	2013-Ongoing

LOUISVILLE DOWNTOWN MASTER PLAN

Louisville, Kentucky



CLIENT Downtown Development Corporation
CONTACT Rebecca Matheny, Deputy Director
PHONE 502.584.6000
YEAR 2013-Ongoing

SOUTH FOURTH STREET CORRIDOR

Louisville, Kentucky



CREATING A VIBRANT AND CULTURALLY SIGNIFICANT PUBLIC REALM

South Fourth Street, historically the commercial spine of Downtown Louisville, has struggled in recent decades to remain relevant. Investment in Fourth Street Live! has helped to bring a focus back to the corridor. Louisville Metro, along with the Louisville Downtown Development Corporation, have teamed up to improve the streetscape and bring in new retail tenants to occupy these historic storefronts.

Working with the Project Engineer, MKSK has developed a master plan for the revitalization of South Fourth Street that will encourage retail activity and simplify the streetscape. This includes the restoration of the original street centerline to remove the remnants of a failed 1970s pedestrian mall, adding parking to both sides of the street, creating new

street tree planter bump-outs, and incorporating pervious pavers into the parking lane. Project Engineer and MKSK worked within the constraints of multiple underground vaults and utilities and accommodated the needs of two major hotels to develop a workable plan that will transform this street into a more functional, vibrant corridor.

Working on a tight timeframe, the Project Engineer and MKSK developed a set of bid documents to speed construction on the first phase of South Fourth Street in order to meet the needs of the new retail businesses. Construction on phase one was completed in late winter, with additional phases constructed as funding is allocated.

Outcomes:

- Phase 1 Construction Completed 2013
- Phase 2 Design Development 2013

CLIENT Louisville Metro Public Works and LDDC
CONTACT Dirk Gowin, PE, PLS, Transportation Planning
PHONE 502.574.5925
YEAR 2012

LEXINGTON NON-RESIDENTIAL INFILL STUDY

Lexington, Kentucky



CITY-WIDE STUDY RESULTS IN A PLAN TO GUIDE INFILL DEVELOPMENT THAT INCLUDES CONCEPT PLANS AND FINANCING STRATEGIES

Responding to community interest in encouraging growth by exploring potential sites for urban infill and redevelopment, a city-wide non-residential study was undertaken to:

- Understand the issues and opportunities of the current non-residential market;
- Develop a custom site selection methodology based on market understanding and physical evaluation;
- Develop context sensitive and sustainable infill development strategies, guidelines and incorporation of historical, cultural, social, and economic resources;
- Promote consensus building with stakeholders and

development interests; and

- Recommend regulatory revisions, funding, and identification of incentive based programs to effectively address innovative techniques of infill growth within the Urban Service Boundary.

The resultant implementation plan included a guidance mechanism for infill development, illustrated concept plans, and a detailed feasibility and development prioritization analysis. Financing strategies were also provided for three opportunity sites within the study area that will act as pilot projects.

CLIENT Lexington-Fayette Urban County Government
CONTACT Chris King, Director of Planning
PHONE 859.258.3262
YEAR 2009

DISTILLERY DISTRICT INFRASTRUCTURE IMPROVEMENTS

Lexington, Kentucky



REDEVELOPING A DISTRESSED NEIGHBORHOOD BY LEVERAGING PUBLIC AND PRIVATE INVESTMENTS

A mixed-use redevelopment initiative for a distressed part of Lexington centered on the revival of Lexington's historic distillery industry. It includes new and adaptive reuse of historic buildings in a live-work-play urban district. As part of the redevelopment initiative a \$2.2 million program was created to help accelerate public improvement projects in the "Distillery District" and leverage private investment. Planning and design infrastructure investments support of the district redevelopment plan. TIF financing will provide funding for additional infrastructure improvements estimated at up to \$60 million over several years.

Design and planning services were augmented by a feasibility study for the arterial corridors, Manchester Street Improvements, and Town Branch Trail Corridor. Construction documentation is anticipated in 2012.

CLIENT	Lexington-Fayette Urban County Government
CONTACT	Bob Bayert, City Engineer
PHONE	859.258.3410
YEAR	Ongoing

COLUMBUS COLLEGE OF ART & DESIGN FRAMEWORK PLAN



Columbus, Ohio



CREATING A PLAN FOR FUTURE GROWTH AND A MORE FLEXIBLE CAMPUS

The CCAD Framework Plan aims to understand the physical growth needs and strategies that will continue to strengthen the College for the long term, while improving student life in the near term. The plan addresses and assesses existing properties, campus infrastructure, and strategic real-estate acquisitions/divestments to promote the following goals:

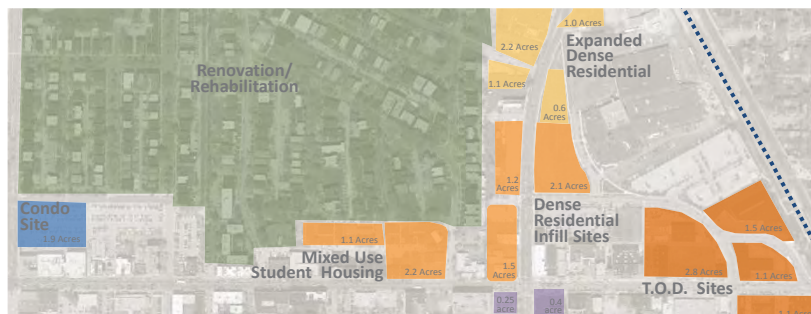
- Flexible education facilities to accommodate student growth, that promote co-mingling of academic programs;
- Enhanced quality of student life;
- Strategic interface with the City of Columbus and neighboring institutions.

Working with the CCAD administration, faculty and staff, the team created a framework for campus development.

Integrating the College's new curriculum architecture into the physical plan for the campus was critical to removing academic "silos" to allow for greater connections and collaboration between disciplines. The Plan also seeks to better define the identity of the campus by creating new campus gateways, open spaces, and buildings that address the urban fabric. Furthermore, it encourages CCAD to engage with its neighboring institutions and the City of Columbus to address parking, alternative transportation, traffic calming, and other urban issues that impact the campus.

Alignment of the College's growth plans and curricular changes with planned City improvements to campus streets, sets the stage for numerous campus improvements. Building off recent improvement efforts and taking advantage of these coinciding plans and investments will strengthen both CCAD's academic mission and its presence in Downtown Columbus.

CLIENT Columbus College of Art & Design
CONTACT Jeffrey Fisher, Senior VP & CFO
PHONE 614.222.3277
YEAR 2012



PARKVIEW GARDENS NEIGHBORHOOD/TOD PLAN

LOCATION:

Parkview Gardens, Missouri

CLIENTS:

University City and Washington University In St. Louis

PROJECT OVERVIEW:

Residential Market and Economic Analysis to support a neighborhood/TOD plan for the Parkview Gardens neighborhood

DS SERVICES:

- Market Analysis
- Market Strategy
- Site Analysis
- Economic Feasibility
- Site Capacity
- Fiscal Impact Analysis

REFERENCES:

Ms. Andrea Riganti, AICP
 Director of Community Development
 City of University City
 6801 Delmar Boulevard
 University City, Missouri 63130
 (314) 505-8500
 ariganti@ucitymo.org

Parkview Gardens (PG) is a historic, walkable neighborhood that, along with the adjacent Delmar Loop environment, was part of a thriving community built along a streetcar line in the early part of the last century. As with many main streets along streetcar routes, the Loop began to suffer from disinvestment and vacancy as the streetcar network was dismantled in the 1960's. Not coincidentally, Parkview Gardens began to fall prey to elevated crime rates and deferred building maintenance.

Fortunately, the Delmar Loop has been revived as a regional entertainment district, and Parkview Gardens has been bolstered by investment in building maintenance and increased security—most notably by nearby Washington University in St. Louis, which owns a significant amount of graduate student housing in the neighborhood. A light rail station was put in place at the nearby Delmar Station, and a streetcar line is slated to break ground in late 2014 to again activate Delmar as a transit thoroughfare.

Still, much work remains to be done to seize upon the momentum and opportunity created by these efforts. In this context, DS was brought on identify development opportunities and quantify market demand through use of market segmentation, demographics, and consumer preference data.

A substantial amount of support, led by urban professionals, was determined to exist and market strategies were provided to illustrate the broad matrix of housing types (as well as achievable prices and rents) and rehabilitation efforts needed to attract the defined target market/consumer groups. Site capacity analysis was undertaken to determine the amount of development that could be supported on vacant and underutilized sites, and feasibility analysis was conducted to demonstrate the viability and relative value of different housing types and densities.

On the heels of the plan, Washington University broke ground on a 500-bed mixed-use project that includes a grocery store at the ground floor (an \$80 million investment scheduled to open in Fall 2014) and committed \$20 million to building rehabilitation in the neighborhood, with many projects completed or underway.



DOWNTOWN DESIGN AND ECONOMIC DEVELOPMENT CHARRETTE

LOCATION:
Columbia, Missouri

CLIENT:
City of Columbia
Downtown Leadership Council

PROJECT OVERVIEW:
Design plans for entry nodes
Development program for entry nodes

SERVICES:
Market Study
Development Program
Public Participation
Implementation Strategy

PROJECT REFERENCE:
Mr. Tony St. Romaine
Assistant City Manager
City of Columbia
701 E. Broadway, PO Box 6015
Columbia, Missouri 65205
(573) 874-7721
Tony@GoColumbiaMO.com

Columbia is the home of the main campus of the University of Missouri ("MU"), located just south of downtown Columbia. Two other colleges add to the potential market strength and vibrancy of the downtown. Stephens College forms downtown's entry from the east, and Columbia College is on the north. While vibrancy is apparent, so is a lack of consistent urban design and a lack of certain commercial and residential facilities that would otherwise be expected in a college downtown.

Columbia has allowed itself to spread at the edges where there is ample land not requiring redevelopment. Over time, this has taken a toll on the inability to attract fresh investment downtown. Downtown officials sponsored a large scale charrette process to focus on the design and land use opportunities at the eastern and western entry nodes along Broadway.

As part of the charrette team, DS prepared a market analysis to identify the potential for adding to and diversifying the downtown economy, contributed in aligning key sites for catalyst projects and aligning them with marketable development products, and recommended implementation actions.

Since the study, several catalyst projects and market opportunities have been implemented, including the development of a new, upper midscale hotel known as the Broadway, the addition of a Lucky's grocery store at a key site, as well as new housing. DS recently provided some follow-up work in the form of an economic development and public finance strategy for the downtown's next planned phase of implementation.



OFF-CAMPUS STUDENT HOUSING STUDY FOR MISSOURI STATE UNIVERSITY

LOCATION:

Springfield, Missouri

CLIENTS:

Missouri State University

SERVICES:

Market Analysis
Market Strategy
Feasibility Analysis
Implementation Strategy

REFERENCE:

Doug Sampson
Director of Planning, Design, and
Construction
Missouri State University
doug.sampson@missouristate.edu
(417) 836-5101

Spurred by a boom in private, off-campus housing development and rapid university expansion, Missouri State University hired Cannon Design, Dake Wells Architecture, and Development Strategies to evaluate opportunities for Sunvilla Tower—a modernist tower built in the 1960s that will require significant capital investment and repairs in order to be made useful for another generation. MSU sought input from the team to advise on how the tower could best be positioned to serve long-term university goals, as well as how to specifically evaluate its potential as a real estate asset.

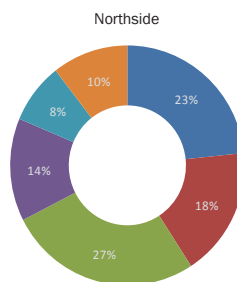
Development Strategies was asked to evaluate all market-based uses that could be incorporated into a mixed-use, rehabilitated tower. These included upscale student housing to compete with off-campus options offered by private developers, senior housing, hotel, corporate suites, office, retail, and institutional uses. Ultimately, several marketable programs or scenarios were created, and market strategies were devised that pointed to specific product positioning that would serve the identified target markets—design, quality of building materials, interior finishes, amenities, etc.

Cannon Design and Dake Wells then generated designs and cost estimates based on the different program scenarios—all of which included student housing—and Development Strategies modeled their economic viability based on revenues, operating expenses, development costs, and market value. Missouri State officials were presented with the scenarios, their development costs, the amount of private finance that would be available, and any resulting financial “gaps” that remained and required money either from the university or public/private partnerships with the city, private developers, or alternative sources of funding (such as tax credits).

University officials are now in the position of making a clear decision on strategy for Sunvilla tower based on costs, economic returns, and the resulting designs based on the level of investment made by the university and potential partnering organizations.



Demand Distribution by Market Segment



NORTHSIDE REGENERATION PLAN AND MARKET STUDY

LOCATION:

St. Louis, Missouri

Established commercial developer, Paul McKee, acquired several hundred properties on St. Louis's NorthSide—a 1,500 acre collection of once-vibrant neighborhoods north of downtown that is now the least densely populated part of the city, due to decades of urban flight that was accelerated by well-intentioned, but failed, urban renewal schemes.

CLIENT:

NorthSide Regeneration, Inc.

PROJECT OVERVIEW:

Creation of a new, urban neighborhood in the heart of St. Louis.

McKee enlisted Civitas, Inc. to create a vision for NorthSide as bold and ambitious as that of Stapleton in Denver. The resulting scheme proposed a new, sustainable, 21st-century community that is based on housing and employment.

SERVICES:

Residential Market Analysis
Psychographic Analysis
Product Positioning

DS was hired to identify and quantify housing demand, focusing on strategies to develop as many market-supported housing units as possible over 20 years. DS created a strategy that would appeal to a diverse and broad-based housing market, in an effort to support the development of 10,000 housing units over two decades. DS recommended providing a broad range of housing types (including multifamily, townhome, single family, rental, and for-sale products) at a number of different market positions, ranging from luxury/upscale to affordable.

REFERENCE:

Mr. Paul McKee
McEagle Properties
1001 Boardwalk Springs Place
O'Fallon, Missouri 63366
636-561-9300
pjmckee@paric.com

Using case studies, DS identified psychographic groups (urban professionals, recent relocations to St. Louis, and working families from existing North City and North County communities) likely to be attracted to NorthSide housing. DS created pricing strategies for for-sale and rental housing, and identified marketable, feasible product types.



MERCANTILE EXCHANGE DOWNTOWN RETAIL DEVELOPMENT

LOCATION:
St. Louis, Missouri

Development Strategies was engaged to research and describe the relevant market conditions in metropolitan and downtown St. Louis to determine the market potential for a large-scale specialty retail development within the core of the Central Business District.

CLIENT:
Spinnaker Real Estate Partners
General Growth Properties

We identified the key customer segments, including downtown residents, workers, visitors, and regional shoppers that will be served by Mercantile Exchange and quantified the potential retail spending each segment will bring to the project. A trade area for the project was also defined to determine which of the regional shoppers can be expected to regularly shop at the proposed development. Since the downtown area has undergone a significant improvement since 2000, we also highlighted trends within the market for each segment. Overall, retail demand from all of these segments was refined to estimate the potential sales per square foot of Mercantile Exchange in the current market and projected through 2015.

PROJECT OVERVIEW:
Retail Market Analysis

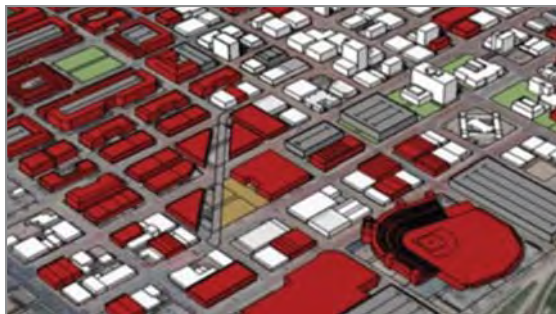
SERVICES:
Retail Market Analysis
Multi-Dimensional Demographic
Analysis

DS also compared radius and drive time demographics of the most competitive malls in the St. Louis region to Mercantile Exchange. We researched relevant demographic information such as household incomes, spending, and other relevant socio-economic characteristics. Particularly important in these comparisons was the supply of competitive retail space in these areas.

Our analysis indicated that there is a significant lack of competitive retail supply within the Mercantile Exchange trade area. Based on the existing demand from middle- and upper-income households in the area, Mercantile Exchange will be entering an underserved market with significant spending potential.

While the project developer has changed, DS continues to advise on the project and our study continues to be used to market the project to investors and retailers. Additionally, DS appraised the final proposed project, estimating the value public incentives (TIF, New Market tax credits) brought to the project.

Completed in 2011, the project has steadily added quality restaurant and entertainment tenants, and a cinema opened in 2013.



Images provided by formerly EDAW

DOWNTOWN REVITALIZATION ACTION PLAN

LOCATION:

Lubbock, Texas

CLIENT:

City of Lubbock

PROJECT OVERVIEW:

Downtown Redevelopment Program

SERVICES:

Market & Economic Analysis
Land Use Recommendations
Fiscal Benefits
Strategic Actions

CLIENT:

Mr. Rob Allison
Executive Director of
Development Services
City of Lubbock Department of
Business Development
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
(806) 775-2110
rallison@mylubbock.us

Lubbock is the largest city in west Texas and home to Texas Tech University (enrollment: 28,000), but its downtown had lost much of its appeal as a center of regional commerce and social activity, for students and the broader population alike. Thus, a mayoral appointed task force of community leaders commissioned the planning and design firm, formerly known as EDAW, to lead a public planning process to stimulate renewed interest in downtown and to recommend growth strategies and design standards for revitalization and redevelopment.

DS was engaged in the early stages of planning to define market constraints and opportunities affecting downtown, based on market opportunities and regional growth projections. Recommendations were made to establish a downtown redevelopment program for a wide range of uses that were supported in numbers.

The downtown retail strategy centered the economic and physical enhancement of an area known as the Depot District. Following are key market-based recommendations for the district:

- Encourage the development of new, dense housing on underutilized property to the west. Doing so would not only provide some market support for an enlarged retail district, but would also infuse the area with the life and vibrancy necessary to make the site more of a regional destination.
- Develop a cinema, which is lacking in central Lubbock, to anchor the district, reinforcing ties with the student population at nearby Texas Tech University.
- Raise sufficient funds to enhance the Buddy Holly Center to attract out-of-town visitors to the Depot District.
- Attract resident-friendly vendors, such as coffee shops, to complement the existing nightclubs in the district.
- Enhance the streetscape environment.
- Assist anchor tenants with targeted acquisitions to accommodate their facilities.
- Create a community improvement district to ensure a cleaner, safer downtown, with guides to provide “eyes on the street” and answer visitor questions in a courteous manner.



LOUISVILLE DOWNTOWN BUSINESS DEVELOPMENT STRATEGY

LOCATION:

Louisville, Kentucky

CLIENT:

Louisville Downtown Development Corporation

PROJECT OVERVIEW:

Business Development Strategy

ASSOCIATED SERVICES:

Downtown Plan
Housing Plan

SERVICES:

Business Development Strategy
Market Analysis
Market Strategy
Catalyst Project Analysis
Financial Strategy
Implementation Strategy

REFERENCE:

Ms. Rebecca Matheny
Acting Executive Director
Louisville Downtown Development Corporation
(502) 614-4125
rmatheny@downtowndev.org

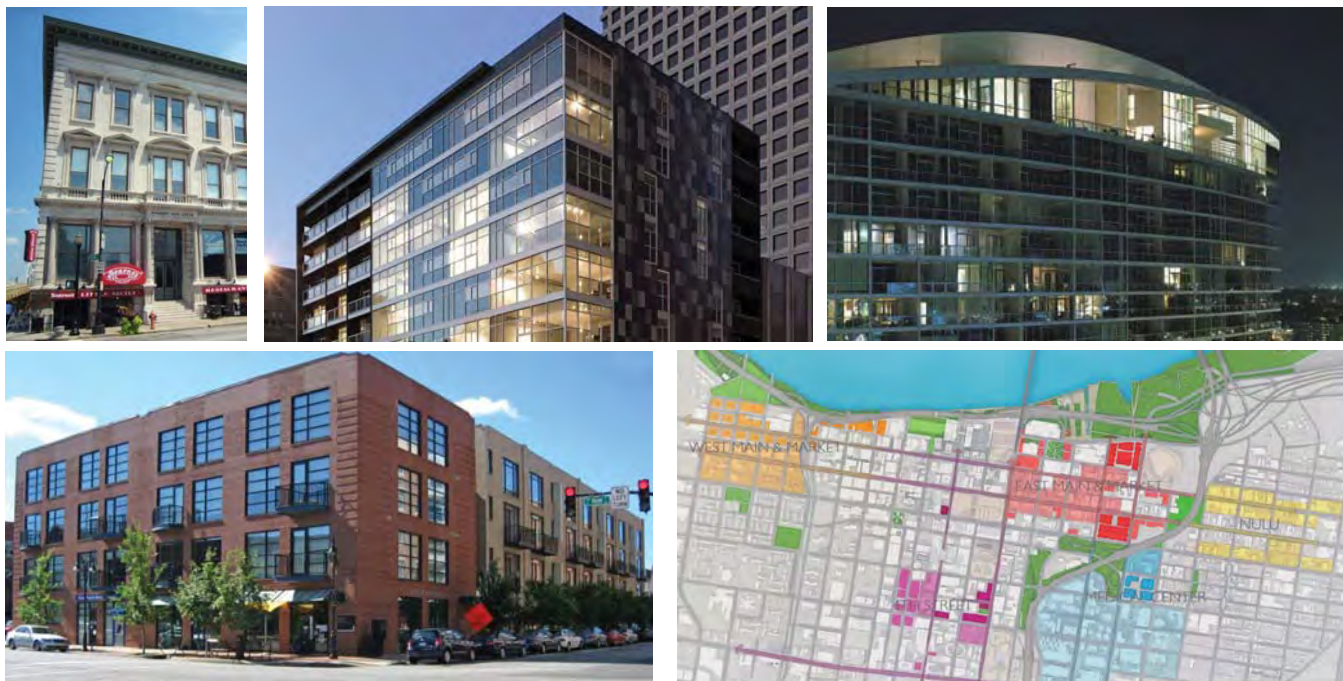
For the better part of a generation, downtowns have struggled to maintain their status as the most prominent regional employment centers. Yet a number of trends are now converging that—if the right steps are taken today—can lead to renewed growth and prosperity for downtowns. In Louisville, an opportunity exists to remake the regional economy to align it more with high growth, high wage industries nationally and internationally, and Downtown is the key—the *conduit* through which the entire region can link to the global knowledge economy.

These converging trends include:

- Downtown’s existing strengths in knowledge occupations such as information, finance, and professional services.
- Downtown’s potential to become an authentic, livable, urban environment coveted by young knowledge workers.
- The growth of information and creative industries that need to be downtown to attract and retain that talented workforce.
- A growing appreciation of the Midwest’s affordability relative to coastal cities—particularly as they become more livable.
- The relatively small amount of seed money needed to nurture start-up companies in technology and creative industries.
- The increasing rate of the exchange of information that simultaneously makes face-to-face interaction with other knowledge workers—and thus urban density—more important.

A strategy was then devised for Downtown Louisville to capitalize upon these converging trends. To serve as a foundation, business cluster analysis was conducted to quantify the opportunity of job creation for downtown. Real estate market analysis was conducted to understand the underlying conditions of the office market. A long-term strategy was then formulated that leveraged inexpensive space, nearby, “high-growth” education and health care institutions, and existing strengths in areas such as finance. Finally, the strategy helped to set the stage by leveraging place and business incubation to attract and retain the next generation of talented workers by fostering a start-up culture in downtown Louisville.

If successfully implemented, the business development strategy would build a new economic foundation—one that is diversified, develops home-grown talent, and plugs the Louisville region into the growing New Economy.



LOUISVILLE DOWNTOWN HOUSING MARKET STUDY AND STRATEGY

LOCATION:

Louisville, Kentucky

CLIENT:

Louisville Downtown Development Corporation

PROJECT OVERVIEW:

Market Study to determine the amount of demand for different housing products over ten years; Market Strategy to enhance the marketability of identified neighborhoods

ASSOCIATED SERVICES:

Downtown Master Plan
Business Development Strategy

SERVICES:

Market Analysis
Market Strategy
Catalyst Project Analysis
Financial Strategy

REFERENCE:

Ms. Rebecca Matheny
Director
Louisville Downtown Development Corporation
(502) 614-4125
rmatheny@downtowndev.org

After 10 years of successful implementation of many elements of a previous downtown plan, the Louisville Downtown Development Corporation (LDDC) hired the team of DS and MKSK to craft a new vision for the Downtown. In the previous 10 years, Downtown made great strides in the area of tourism, boosting annual visitation from three million to eleven million with new anchors such as Fourth Street Live!, Waterfront Park, and the Yum! Center.

Yet much remains to be done in creating an authentic, livable downtown that will increasingly invigorate the regional economy. Therefore, the new vision for Louisville is one that focused on the creation of five distinct neighborhood centers that will welcome new housing development.

DS prepared a broad housing market analysis that identified different housing product types, at marketable price points, for each neighborhood, and concluded that 2,500 new units are supportable over the next ten years. Market segmentation analysis was undertaken to identify a number of different consumer groups—and the prices they are able to pay—who would move Downtown. A market strategy then linked marketable development products with targeted consumer groups, and suggested optimal neighborhood locations based on existing character and planned improvements.

By evaluating the feasibility of several catalyst projects, DS determined that excessively high land costs were the key barrier to realizing housing growth, and set forth an economic development strategy—with a menu of options and actors—to overcome that barrier.

DEVELOPMENT PROJECTS PORTFOLIO

At Development Strategies, our planning practice focuses on implementable, long-range visions. It is informed by our appraisal and implementation practices, which have had a hand in numerous built projects over the years.

The following is a brief sampling:



CLAYTON
ON THE
PARK

Clayton, MO



PARK PACIFIC

St. Louis, MO



THE
RESIDENCES AT
GEORGIA

Washington, D.C.



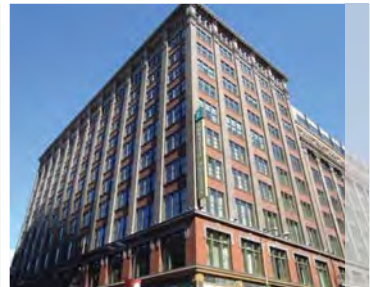
THE BOGEN

St. Louis, MO



MERCANTILE
EXCHANGE (MX)

St. Louis, MO



THE LAUREL

St. Louis, MO

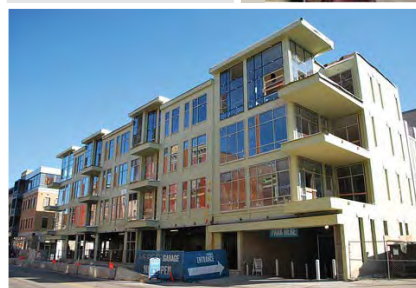
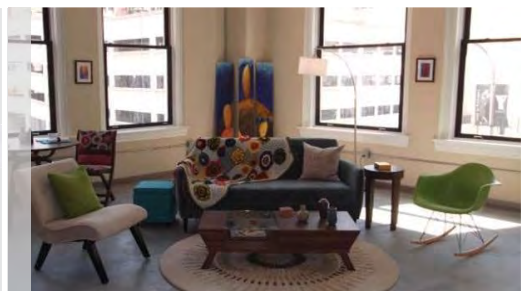
SOHO
SOUTH
LOFTS

Kansas City, MO



LEATHER
TRADES
BUILDING

St. Louis, MO



MERCER
COMMONS

Cincinnati, OH

Complete Streets

EHI Consultants is assisting with the implementation of a Complete Streets Program in Lexington. This includes revisions to the Roadway Manual that will place an emphasis on multi-modal transportation as well as efficient connections for vehicles and pedestrians throughout the County. Standards for development and retro-fit are addressed.



One task involves revamping the street classification system to include adjacent land uses as a means to classify streets along with the traditional reliance on street volume. A heavy significance is placed on safety, universal access and non-vehicular users such as pedestrians, bicycles, the disabled, the growing elderly population and children.

Traffic calming measures will be implemented as retro-fits to existing corridors that were built too big for their use and, therefore, pose safety hazards because of the high speeds they allow. The issue of connectivity is stressed in order to increase mobility as well as decrease congestion and automobile usage.



This project includes heavy public involvement because of the newness of the Complete Streets concepts. Education through public meetings is at the forefront of the process. The program will benefit residents in the areas of safety, health, mobility, sustainability, and economics.



Date

2009- Present

Location

Lexington, Kentucky

Client

Lexington-Fayette
Urban County
Government

Scope

Ordinance Review

Policy
Recommendations

Public Involvement

Versailles Road Interchange US 60 / KY 4 Improvements

This project includes the Phase I and Phase II design that will improve the safety, capacity, and aesthetics of the Versailles Road (US 60) and New Circle Road (KY 4) interchange in Lexington, Kentucky. These improvements will consist of the redesign of the interchange to current standards to eliminate traffic weaving, improve drainage and aesthetics, and increase the safety and traffic capacity of the interchange.

EHI's involvement for Phase I design includes the analysis of the existing interchange, assisting in the development of multiple alternates of the interchange, developing preliminary quantities and cost estimating, utility identification and contacts, and public involvement. Phase II design involvement includes drainage analysis and developing pipe sections drainage system map, drainage quantities.



Date:

2012 – Present

Location:

Lexington, Kentucky

Client:

*Kentucky
Transportation Cabinet*

Southend Park Urban Village Plan

EHI provided project management and led a design team of professionals in the planning and redevelopment of the Southend Park Neighborhood in Lexington, Kentucky. This project consisted of the planning and design of a 25-acre urban neighborhood near downtown Lexington that was recently impacted by the extension of the Newtown Pike Roadway.



EHI assessed the neighborhoods existing conditions, analyzed data and led participation in stakeholder meetings. The firm also developed strategies for redevelopment including urban infill (commercial, residential and mixed uses),



recreational land uses, business development strategies, live work concepts, and urban design concepts as well as the final plan development. EHI also assisted in the development of the Draft Environmental Impact Statement and Final Environmental Impact Statement through the investigation, analysis and provision of socio-economic data and neighborhood demographics to be incorporated into the environmental documents.



Date:
2003

Location:
Lexington, Kentucky

Client:
Lexington-Fayette
Urban County
Government

East End Small Area Plan

EHI led the team responsible for the development of a small area plan for Lexington's East End Neighborhood in coordination with Lexington-Fayette Urban County Government.

The comprehensive neighborhood plan was completed in two phases.

EHI was involved with facilitating extensive public involvement of neighborhood residents and stakeholders. This process was largely successful with more than 150 individuals turning out for the kick-off rally and 75 for the initial visioning session as well as favorable articles in the Lexington Herald-Leader newspaper and by downtown associations.

In addition to public involvement, the plan encompasses the examination of economic opportunities, diversity issues, infill development; mixed land use, open public space development, social capital and neighborhood character development. Prior to this project, EHI developed the feasibility study for this East Third Street area, identifying the need for retail and residential development within the East Third Street Corridor.



Rendering provided by Urban Collage



Date:

2008 - 2009

Location:

Lexington, Kentucky

Client:

Lexington-Fayette
Urban County
Government

Client Contact:

Chris King
Director of Planning
859-258-3160





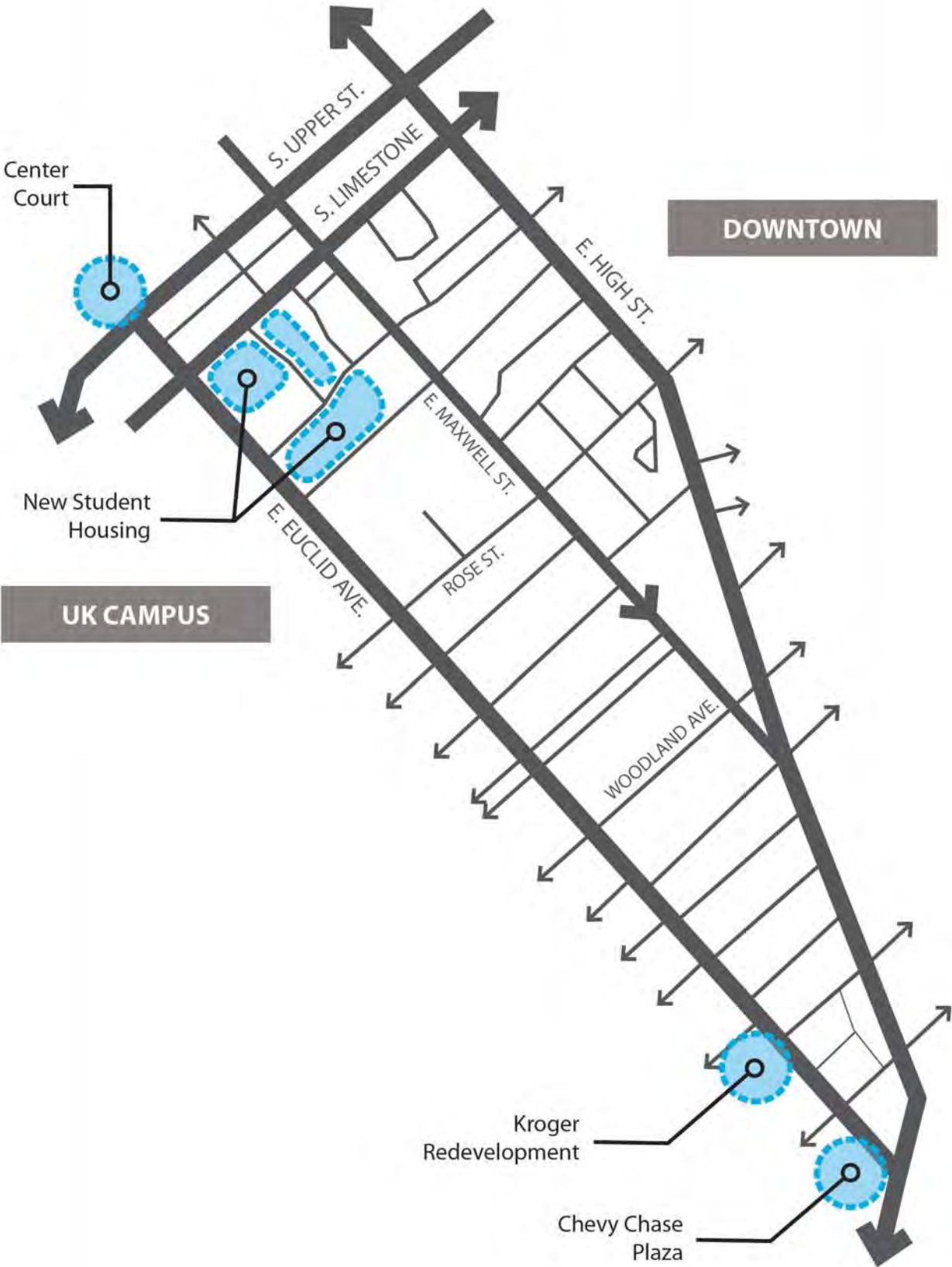
PROJECT UNDERSTANDING

The Euclid Avenue and South Limestone corridors provide critical connections between the University of Kentucky, the downtown core, and surrounding urban neighborhoods. Identifying market- and data-driven opportunities and strategies for these corridors will enable the City and the University to fully realize the economic potential of the study area.

Bordered by Upper Street, Euclid Avenue/Avenue of Champions and High Street, the study area has numerous different characteristics that influence and inform market potential and demand. From the University on the north and west sides of the study area, to the downtown core to the east, to the strong urban neighborhoods to the south, the MKSK team will identify the appropriate mix of uses and assess the redevelopment potential of each distinct zone of the study area.

The MKSK team will also consider the infrastructure and roadway needs of the area (taking into account recommendations from the Downtown Lexington Traffic Movement & Revitalization Study), seeking to improve walkability and bikability while still enabling these corridors to handle the local and regional traffic demands. The goal of this effort will be to enhance the public realm to incentivize the private market to substantially and appropriately invest in the corridors and surrounding neighborhoods.

The MKSK team understands how dynamic University/Downtown/Urban Neighborhoods can be. Indeed, big changes are already underway within the study area. The University is investing in new dorms with Champions Court I and II and Limestone Park I and II. Not only will these increase the on-campus offerings of student housing, but they will also help to strengthen the connections between the University and Downtown by providing a more consistent street frontage. With the increase in on-campus housing comes the opportunity to reconsider the residential and retail potential along these corridors. This change in the marketplace could allow for different types and scale of reinvestment from the private sector. This, in fact, is already occurring, with Kroger reinvesting in their existing store at Euclid and Clay Avenues with a new, larger urban-format store. The MKSK team looks forward to evaluating this and other market trends to identify future opportunities that continue and advance the upward trajectory of the study area corridors and surrounding neighborhoods.



SCOPE OF WORK

The scope of services and deliverables below reflect our understanding of the recommended process for conducting the Euclid Avenue and South Limestone Commercial Corridor Study. We expect to finalize our scope of services following review and input by LFUCG.

TASK 1: EXISTING CONDITIONS ANALYSIS

This phase of the project will identify current conditions in the study area to establish a baseline of information for use in subsequent phases of the project.

1.1 Data Acquisition and Review. Compile relevant available data for the following items:

- Property ownership (i.e. parcel) data and valuation
- Building footprints, square footage, and age
- Current land and building use
- Streets and transportation infrastructure (e.g. edge of pavement, speed limits, traffic signals, bicycle facilities, bus stops, etc.)
- Public and private utilities infrastructure (e.g. storm and sanitary sewers, water, electric and gas, etc.), including line sizes and capacities.
- Existing commercial and residential inventories and occupancy/vacancy
- Topography and natural features
- Parks, open space, public gathering spaces, points of interest and amenities
- Population, employment and demographic information
- Existing zoning and future land use designations
- Other relevant physical conditions data that may be readily available

The City will provide all available municipal data and assist in procurement of data from the Fayette County auditor, University of Kentucky and other public agencies where necessary. The MKSK team will procure additional relevant data from available private sources as budget allows. The project team will review all available data to assess quality and verify gaps, and will report this assessment to the City.

1.2 Review of relevant studies, reports, regulations and policies as determined by Lexington-Fayette Urban County Government (LFUCG). These will include the University of Kentucky's recently adopted Master Plan, the Downtown Lexington Traffic Movement & Revitalization Study, and any additional current/ongoing planning efforts as well as recent or planned improvements in infrastructure.

1.3 Stakeholder Interviews. No process is complete without involving the people who know a place the best—its business owners, community leaders, property owners, and other key actors. Our process will engage them through interviews at this early phase to help augment our knowledge with the thoughts and ideas about the strengths, weaknesses, opportunities, and threats as perceived and understood by area stakeholders. We propose up to four (4) one-hour group or one-on-one interview sessions as part of this phase of the process.

1.4 Field Survey. Following acquisition and assessment of available existing conditions data, the MKSK team will visit the study area to conduct a windshield/walking survey. This survey will fill information gaps where possible. The field survey will focus primarily on:

- Visual/qualitative assessment of physical development conditions.
- Inventory of commercial and residential building types and conditions.
- Inventory of occupied and retail appropriate spaces, existing retail categories and class of space.
- Inventory of residential and residential appropriate spaces, and identification of residential categories.

1.5 Synthesis. Develop an existing conditions report (to be included as a section of the final project report) that describes existing physical conditions using maps, images, statistics and information graphics. Using data from Esri and other sources, demographic variables will be analyzed and overlaid upon layers of

transportation networks, employment centers, and other items of regional significance. This analysis will identify key relationships and patterns among the observed physical development variables as well as existing or emerging zones of identity within the study area to help inform the Opportunities Analysis in Task 2.

Deliverables:

- Synthesis report and supporting documentation
- Meeting and Stakeholder Interview Summary Memos

Meetings:

- Kick-off meeting
- Study Area Tour and Field Survey
- Stakeholder Interviews
- Synthesis Review Meeting

Timeframe:

- Months 1 and 2

TASK 2: OPPORTUNITIES ANALYSIS

The Opportunities Analysis task of the project will build on the first, and provide the foundation and direction for the implementation strategy. This is the phase where ideas typically begin to emerge that have been vetted for market viability.

2.1 Market Study

Market analysis will be conducted to determine the specific scope of opportunities that exists to supply unmet and created demand to different consumer groups and residents. Analysis will include:

- **Demand and market segmentation analysis:** market segmentation and consumer group analysis will be undertaken to identify demand for different development products. Unlike conventional demographic data, which includes broad variables such as income and age, segmentation data provides household-level detail on consumer preferences, cultural norms, etc., that help establish the locations of households that could be enticed to live or shop in the corridor. In addition, demand analysis will make use of retail demand gap and buying power analysis for retail to determine if certain retail segments are missing or could be created/attracted in the market.
- **Supply analysis:** market metrics will be provided, including achievable rents, lease rates, and sale prices; absorption and achievable velocities of development; and achievable amounts of development. Where relevant, supply analysis will involve specific cases—comparables—and how they were able to add or create value in ways that are relevant to specific sites or the corridor.

2.2 Market Strategy: Potential Retail and Residential Opportunities

Without a sound market strategy, market analysis provides little more than a program—an amount of supply that could be delivered to a market to satisfy unmet demand. But not all housing and retail developments consist solely of commodity products. A market strategy ensures that the right types of products will be delivered to the right market, thereby reducing risk to developers and governments, while increasing the likelihood of a lasting, sustainable development. A market strategy will be created for different uses that includes recommendations on:

- Competitive positioning
 - Competitive differentiation of the corridors with other corridors
 - Product recommendations (i.e., upscale, midscale, affordable) where relevant
 - Quality, character, and amenities recommendations
- Public realm enhancement and infrastructure recommendations
 - Street

- Streetscape
- Parks, squares, and plazas
- Infrastructure and Utilities
- Parking
- Land use planning
 - Optimal locations
 - Mix-use synergies and complementary development
- Catalyst project recommendations
- Retail tenanting strategies
 - Anchor identification
 - Inline retail category recommendations
- Development phasing

The market strategy will include a matrix of product types—residential, retail, etc.—their achievable rents and sale prices, and achievable velocities of development.

2.3 Site Marketability and SWOT Analysis: Understanding the corridor’s opportunities and constraints, along with learned insight into who might use a space—either to live, work, shop, or recreate, and where they might come from—provides direction regarding the types of development that are possible. An assessment of the corridor’s geographic context will be undertaken to understand its marketability strengths, weaknesses, opportunities, and threats (i.e. SWOT analysis) within the market. Site development/redevelopment opportunities will be explored based on characteristics such as parcel depth and size, parking, compatibility of uses, and economic underutilization of real estate.

2.4 Soft Site Analysis: Building on SWOT analysis, soft site analysis focuses on more specific areas to determine those sites that are ripe for redevelopment, due to low expected acquisition prices, underdeveloped property, and/or building obsolescence, etc. The MKSK team will leverage its unique combination of planning, market, and appraisal expertise to identify soft sites through evaluation of comparable sales and “back of envelope” property valuation. A development opportunity often exists where catalyst projects and soft sites intersect.

2.5 Synthesis. Develop a Market Study and Opportunity Analysis report to summarize key findings, analysis and strategy.

Deliverables:

- Synthesis report and supporting documentation
- Meeting Summary Memo

Meetings:

- Synthesis Review Meeting

Timeframe:

- Months 3 and 4

TASK 3: IMPLEMENTATION STRATEGY AND FINAL REPORT

The goal of this planning and market study effort is to make it translatable into actionable items that result in building projects and increased investment. Building on the analysis from the previous sections, an implementation strategy will be devised that provides short, mid, and long-range actions, with an emphasis on catalyst projects and the different actors—city, foundations, institutions, private sector—needed to realize the potential of the corridors.

3.1 Key Opportunities: Catalyst Projects and Development Plan

While planning efforts are inherently long range in scope, there is often a need to identify early projects—catalyst projects that are needed in order to improve market conditions and set a new standard for future development. This is often where a development plan becomes more tangible and near-term goals for the community and implementation entities (such as community development corporations) come into sharper focus.

3.1.2 Development and Feasibility Analysis

Targeted sites and catalyst projects need to be identified and prioritized for use of limited public and institutional funds in order to set the corridors on a path of greater economic sustainability. While market analysis helps to identify opportunities and establish revenue potentials, feasibility analysis considers the cost side of the development equations.

Economic feasibility analysis will evaluate and test likely development prototypes (i.e., construction, acquisition, etc.) and operational costs and will estimate order-of-magnitude acquisition costs. This will be done for approximately two to three catalyst projects or prototypes. Where projects are not viable through private finance alone, the most likely economic development tools will be identified for further analysis in a public finance strategy.

3.1.3 Development Site Analysis

Building on the soft site analysis, the MKSK team will examine two to three catalyst projects or prototypes in greater detail to discern site capacity and to better illustrate the potential of infill and/or redevelopment areas within the study area. Using a combination hand-drawn site sketches and plans, benchmark imagery and other graphics, this analysis will jump start the implementation process by highlighting key opportunity sites.

3.2 Economic Development Strategy

This section will focus on the catalyst projects and development site analysis that has been properly vetted with market, economic, and site analysis, and provide a matrix of actions needed in order to realize a transformation. The result will be a clear set of steps and options for which subsequent implementation entities—either existing or new—can follow through, and include materials to help them communicate concepts to the public, property owners, businesses, foundations, agencies, and investors. It will likely include, but is not limited to, recommendation on:

- Public/private partnerships
- Potential deal structuring
- Political/governance strategy
- Development guidelines
- Incentive tools
- Public improvements
- Private development options
- Market and branding approaches
- Implementation milestones
- Action steps and phasing

The resulting implementation matrix will catalog all policy and strategy recommendations as well as potential development sites/zones along each corridor. These will be organized by short/medium/long-term goals and identify priorities.

The MKSK team will meet with LFUCG to review the draft final report and presentation. Upon receiving this feedback, a Final Report and Presentation will be delivered as a digital document for use by LFUCG. This written report will include an executive summary and all maps, graphics, tables, charts and other

supporting analysis that illustrates and properly explains the findings and opportunities. All supporting data and documentation will also be supplied in an electronic format that can be continually updated by LFUCG.

Deliverables:

- Draft report and presentation
- Final report and presentation
- Supporting data and documentation
- Meeting Summary Memo

Meetings:

- Final report and presentation review

Timeframe:

- Month 5

ALTERNATE SERVICE: FISCAL IMPACT ANALYSIS AND PUBLIC FINANCE STRATEGIES

The economic development policies of a community shape or direct revitalization strategies, depending on the revenue streams that can be generated. To quantify the benefits of any public, private, or institutional investments that lead to land use changes, fiscal impact analysis will be conducted regarding existing and future alternative conditions in the tax base for the city, county, and state government. The MKSK team will quantitatively evaluate, at an order-of-magnitude level sufficient to arrive at numbers suitable for a planning effort, possible and likely incentives and economic development tools such as tax increment financing (TIF), business improvement districts (BID), and other relevant forms of tax credits, tax abatements, land assembly, etc., to help implement the proposed plan.

	 EXISTING CONDITIONS ANALYSIS	 OPPORTUNITIES ANALYSIS	 IMPLEMENTATION STRATEGY
TASK HEADINGS	1. DEFINE PLAN TIMETABLE/SCOPE EXISTING CONDITIONS	2. PROVIDE THE MARKET FOUNDATION AND DIRECTION FOR THE STUDY	3. ACTIONABLE ITEMS THAT RESULT IN BUILT PROJECTS AND INVESTMENT
WORK PLAN	LFUCG Kick-off Meeting Confirm Goals and Schedule Study Area Tour and Field Survey Data Acquisition and Review Review of Relevant Studies, Reports, Regulations, and Policies Stakeholder Interviews Existing Conditions Analysis Opportunities Mapping Synthesis Report	Market Study Market Strategy Retail and Residential Opportunities <ul style="list-style-type: none"> • Competitive Positioning • Public Realm Enhancement and Infrastructure Recommendations • Land Use Planning • Catalyst Project Recommendations • Retail Tenanting Strategies • Development Phasing Site Marketability and SWOT Analysis Soft Site Analysis Synthesis Report	Key Opportunities: Catalyst Projects and Development Plan Development and Feasibility Analysis Development Site Analysis Economic Development Strategy
WORK PRODUCT	Work Program & Schedule Base Maps Existing Conditions & Analysis Synthesis Report Meeting Summary Memo Stakeholder Input Summary	Market Study Synthesis Report and Supporting Documentation Meeting Summary Memo	Draft report and presentation Final report and presentation Supporting data and documentation Meeting Summary Memo
TIME LINE	8 WEEKS	8 WEEKS	4 WEEKS
MEETINGS	Kick-Off Meeting Stakeholder Interviews Synthesis Review Meeting	Synthesis Review Meeting	Final Report and Presentation Review



TASK	FIRM	FEES
TASK 1: EXISTING CONDITIONS ANALYSIS	MKSK	\$10,000
	DS	\$3,000
	EHI	\$3,000
Task 1 Subtotal		\$16,000
TASK 2: OPPORTUNITIES ANALYSIS	MKSK	\$10,000
	DS	\$22,000
	EHI	\$3,000
Task 2 Subtotal		\$35,000
TASK 3: IMPLEMENTATION STRATEGY AND FINAL REPORT	MKSK	\$12,000
	DS	\$8,000
	EHI	\$1,500
Task 3 Subtotal		\$21,500
Reimbursable Expenses		\$2,500
TOTAL FEE		\$75,000



AFFIDAVIT

Comes the Affiant, MSK2, LLC (dba MKSK),
and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.

Chris Hermann

STATE OF OH

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Chris Hermann on this the 23 day of April, 2014.

My Commission expires: April 23, 2017

[Signature]

NOTARY PUBLIC, STATE AT LARGE



HEE KYUNG CLUNE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 23, 2017

EQUAL OPPORTUNITY AGREEMENT

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

MSK2, LLC (dba MKSK)

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: MKS2, LLC (dba MKSK)

Date: 4 / 14 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	33	28	5	0	0	0	0	0	0	28	5
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals	26	13	11	0	1	1	0	0	0	14	12
Office/Clerical	5	0	4	0	0	0	0	0	1	0	5
Skilled Craft											
Service/Maintenance	64	41	20	0	1	1	0	0	1	42	22
Total:											

Prepared by: Tom Porto, Controller
Name & Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # #25-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Consultants Edward J. Holmes, AICP holmes@ehiconsultants.org 859.425.4881 333 W Vine St #300, Lexington KY 40507	Civil Engineering Planning Support Traffic Engineering	\$7,500	10%
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.

MSK2 LLC (dba MKSK)
Company

4/22/2014
Date

Chris Hermann, AICP
Company Representative

Principal
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # #25-2014

The substituted MWDBE 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 Central Purchasing 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

MSK2 LLC (dba MKSK)

Company

4/22/2014

Date

Chris Hermann, AICP

Company Representative

Principal

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # #25-2014

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 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 to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

X Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

X Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

X Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

4/22/14

Date

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

_____ Negotiated in good faith with interested MWDBE firms 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.

_____ Included documentation of quotations received from interested MWDBE firms 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.

_____ 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.


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

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

MSK2 LLC (dba MKSK)
Company

4/21/2014
Date


Company Representative

Principal
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2013

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Patricia A. Cholewa PHONE (A/C, No. Ext): 216-839-2807 E-MAIL ADDRESS: PCholewa@oswaldcompanies.com	FAX (A/C, No.): 216-839-2815
	INSURER(S) AFFORDING COVERAGE	
INSURED MSK2L-1 MSK2, LLC; dba MKSK; Myers Schmalenberger, Inc.; Kinzelman Kline Gossman, Ltd. 462 South Ludlow Alley Columbus OH 43215	INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers P&C Co of America	25674
	INSURER D: Hudson Specialty Insurance Co.	25054
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1393905151

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	6801B333803	11/14/2013	11/14/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AI Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1B331139	11/14/2013	11/14/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB3823T730 6801B333803	11/14/2013 11/14/2013	11/14/2014 11/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L EACH ACCIDENT E.L DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT	OH Stop Gap \$1,000,000 \$1,000,000 \$1,000,000
D	Professional Liability Claims Made Retro Date:06/01/87	N	Y	AEE7270002	11/14/2013	11/14/2014	Each Claim Aggregate	\$1,000,000 \$1,000,000

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

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Specimen - OH
 For Purposes of Evidencing
 Coverage Only OH 43215

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

AUTHORIZED REPRESENTATIVE

Patricia A Cholewa

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Mike W. Hancock, P.E.
Secretary

Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

EHI CONSULTANTS

333 W. Vine Street, Suite 300, Lexington, KY 40507-1626

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

November 30, 2014

Renewal Date

A handwritten signature in blue ink, appearing to be "D. J. ...", written over a horizontal line.

DBE Liaison Officer



